AGENDA - City Council

DATE: October 7, 2024 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 September 9, 2024 Minutes
    II. Committee & Commissions Report
    III. Award Bid for Tree Trimming and Removal Services
    IV. City Managers Report/Public Safety
    V. Budget Amendment and Recognition of Grants
    VI. Invoices over $5,000
V. Approval of Regular Agenda
VI. Public Comment (Agenda Items)
VII. Unfinished Business
VIII. New Business
    I. Marina Proposal Preliminary Engineering
    II. Council Comment
IX. Public Comment (Non-Agenda Items)
X. Closed Session Pursuant to MCL 15.268 8(1)(h)
XI. 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.

CITY OF GROSSE POINTE PARK, MICHIGAN
MEETING OF THE CITY COUNCIL
September 9, 2024, at 7:00 P.M.

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Mayor Hodges and opened with the Pledge of Allegiance to the Flag. The meeting convened at the Council Chambers of the Municipal Building, 15115 E. Jefferson, Grosse Pointe Park, Wayne County, Michigan 48230.

ROLL CALL

PRESENT MEMBERS: Councilmembers Gallagher, Mayor Pro-Tem Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

EXCUSED:

ALSO PRESENT: City Attorney- Dan Kelly, City Manager- Nick Sizeland, Assistant City Manager – Warren Rothe, City Clerk – Bridgette Bowdler, Dan Kelly- City Attorney, Public Works Director – Tom Jenny.

24-79
Motion by Councilmember McMillan, seconded by Council Member Wiener, to approve to adjourn Council Meeting to go into Zoning Board of Appeals meeting.

AYES: Councilmembers Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

OPEN PUBLIC HEARING

PUBLIC COMMENT:
2 public comments were made.

CLOSE PUBLIC HEARING

24-80
Motion by Councilmember Wiener, seconded by Councilmember Dreaver, to approve the residential fence exemption request for 15800 E. Jefferson.

AYES: Councilmembers Kolar, Mayor Pro Tem Caulfield, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: Councilmember Gallagher

Motin Carries

24-81
Motion by Mayor Pro-Tem Caulfield, seconded by McMillan to approve to adjourn Zoning Board of Appeals and go back into City Council Meeting.

AYES: Councilmembers Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

APPROVAL OF CONSENT AGENDA

24-82
Motion by Councilmember Wiener, seconded by Mayor Pro Tem Caulfield, to approve the consent agenda for August 12, 2024. The following items are included:

I. Approval of August 12, 2024, Minutes
II. Committee & Commissions Report
III. Approval of Directional Drilling Proposal
IV. Approval of Invoices over $5,000
V. City Manager/Public Safety Report

AYES: Councilmembers Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

PUBLIC COMMENT (AGENDA ITEMS)
0 Public Comments were made.

24-83
Motion by Councilmember Wiener, seconded by Mayor Pro Tem Caulfield, to approve the Regular Agenda.

AYES: Councilmembers Kolar, Gallagher, Mayor Pro Tem Caulfield, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motin Carried Unanimously

UNFINISHED BUSINESS:

24-84
Motion by Mayor Pro Tem Caulfield, seconded by Councilmember McMillan, to approve and adopt Ordinance #243 as presented.

AYES: Councilmembers Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

CITY OF GROSSE POINTE PARK

COUNTY OF WAYNE

STATE OF MICHIGAN ORDINANCE

Ordinance No. 243

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GROSSE POINTE PARK BY REVISING AND AMENDING CHAPTER 22, ARTICLE I, BY ADDING MUNICIPAL CIVIL INFRACTION VIOLATION AND PENALTIES FOR BUSINESS REGULATIONS; AMENDING CHAPTER 34, ARTICLE II, SECTION 34-22, BY ADDING SOLID WASTE CONTAINER CONDITION REQUIREMENTS; AMENDING CHAPTER 28, ARTICLE III, BY ADDING THE OFFENSE OF CYBERBULLYING; AND AMENDING CHAPTER 40, ARTICLE I, BY ADOPTING A SECTION OF THE MICHIGAN INSURANCE CODE.

THE CITY OF GROSSE POINTE PARK ORDAINS:

Section 1.

Chapter 22 – Licenses, Permits and Miscellaneous Business Regulations, Article I – In General, of the Code of the City of Grosse Pointe Park, is amended to add Sec. 22-2. – Violations and Penalties, with Secs. 22-3—22-20. being Reserved:

Sec. 22-2. – Violations and Penalties

(a) *Municipal civil infraction.* Unless specified otherwise, any person, firm, or corporation violating a provision of this chapter, upon an admission or a finding of responsibility for such violation, shall be deemed responsible for a municipal civil infraction as that term is defined and used in MCL 600.101 et seq., as amended, and shall pay a civil fine as prescribed below or as determined by the Municipal Court Judge. Each and every day the violation continues shall constitute a separate violation.

(b) *Costs.* Any person, firm, or corporation ordered to pay a fine under Subsection (a) of this section shall be ordered by the Municipal Court Judge to pay costs of not less than $9.00 or more than $500.00 to the City for reimbursement of all expenses, direct or indirect, arising out of, and in connection with, the violation of the this chapter up to the entry of the court's judgment or order to pay fines and costs.

(c) *Additional writs and orders.* Except as otherwise provided, a person who admits or is found responsible for violation of this chapter shall comply with any order, writ, or judgment issued by the Municipal Court to enforce this chapter pursuant to Chapters 83 and 87 of the revised judicature act, MCL 600.8301 et seq., and 600.8701 et seq., as amended.

(d) *Defaults on payments of fines and costs.* A default in payment of a civil fine, costs, or damages, or expenses ordered under Subsection (a) or (b) of this section, or an installment of the fine, costs, or damages or expenses as allowed by the Court, may be collected by the City by a means authorized for the enforcement of a judgment under Chapter 40 or 60 of the revised judicature act, MCL 600.4001 et seq., or 600.6001 et seq., as amended.

(e) *Failure to appear in court.* A defendant who fails to answer a citation or notice to appear in court for a violation of this chapter is guilty of a misdemeanor, punishable by a fine of not more than
$500.00 plus costs and/or imprisonment not to exceed 90 days.

(f) *Lien against land, building, or structure.* If a defendant does not pay a civil fine or costs or an installment ordered under Subsection (a) or (b) of this section within 30 days after the date upon which the payment is due for a violation of this chapter involving the use or occupation of land or a building or other structure, the City may obtain a lien against the land, building, or structure involved in the violation by recording a copy of the court order requiring payment of the fine and costs with the County Register of Deeds. The court order shall not be recorded unless a legal description of the property is incorporated in or attached to the court order.

(1) The lien is effective immediately upon recording of the court order with the Register of Deeds.

(2) The court order recorded with the Register of Deeds shall constitute the pendency of the lien. In addition, a written notice of the lien shall be sent by the City by first class mail to the owner of record of the land, building, or structure at the owner's last known address.

(3) The lien may be enforced and discharged by the City in the manner prescribed by its Charter, by the general property tax act, Public Act No. 206 of 1893, being MCL 211.1 et seq., or by an ordinance duly passed by the City. However, property is not subject to sale under Section 60 of Public Act No. 206 of 1893 (MCL 211.60), for nonpayment of a civil fine or costs or an installment ordered under Subsection (a) or (b) of this section unless

the property is also subject to sale under MCL 211.1 et seq., as amended, for delinquent property taxes.

(4) A lien created under this section has priority over any other lien unless one or more of the following apply:

a. The other lien is a lien for taxes or special assessments.

b. The other lien is created before the effective date of the ordinance from which this chapter is derived.

c. Federal law provides the other lien has priority.

d. The other lien is recorded before the lien under this section is recorded.

(5) The City may institute an action in a court of competent jurisdiction for the collection of the fines and costs imposed by a court order for a violation of this chapter. However, an attempt by the City to collect the fines or costs does not invalidate or waive the lien upon the land, building, or structure.

(6) A lien provided for by this subsection (f) shall not continue for a period longer than five years after a copy of the court order imposing a fine or cost is recorded unless within that time an action to enforce the lien is commenced.

Section 2. Chapter 34 – Solid Waste, Article II – Collection and Disposal, Sec. 34-22 of the Code of the City of Grosse Pointe Park, is amended to add subsection Sec. 34-22(4)(d), which shall now read:

(1) *Storage of containers.*

a. 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. 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.

b. 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.

c. 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.

d. Containers must be:

i) Without holes, cracks, or other condition which would allow insects to penetrate the container;

ii) Placed in a manner that it will be free of rodents and insects, clean and neat, and erected in such a manner as to not allow the container to blow over and dump the refuse inside; and

iii) Shall not be kept in a condition that is a nuisance or hazard to the health, safety, or welfare of the inhabitants of the neighborhood.

Section 3. Chapter 28 – Offenses, Article III – Offenses Against the Person, Sec. 28-68 of the Code of the City of Grosse Pointe Park, currently Reserved, is amended to Cyberbullying:

Sec. 28-68. Cyberbullying.

(a) A person shall be guilty of Cyberbullying if they engage in either of the following:

a. Post a message or statement in a public media forum about any other person if both of the following apply:

i. The message or statement is intended to place a person in fear of bodily harm or death and expresses an intent to commit violence against the person; and

ii. The message or statement is posted with the intent to communicate a threat or with knowledge that it will be viewed as a threat;

b. Post a message through the use of any medium of communication, including the internet or a computer, computer program, computer system, or computer network, or other electronic medium of communication, without the victim's consent, if all of the following apply:

i. The person knows or has reason to know that posting the message could cause 2 or more separate noncontinuous acts of unconsented contact with the victim;

ii. Posting the message is intended to cause conduct that would make the victim feel terrorized, frightened, intimidated, threatened, harassed or molested;

iii. Conduct arising from posing the message would cause a reasonable person to suffer emotional distress and to feel terrorized, frightened, intimidated, threatened, harassed, or molested.

(b) As used in this section:

a. "Computer" means any connected, directly interoperable or interactive device, equipment, or facility that uses a computer program or other instructions to perform specific operations including logical, arithmetic, or memory functions with or on computer data or a computer program and that can store, retrieve, alter, or communicate the results of the operations to a person, computer program, computer, computer system, or computer network.

b. "Computer network" means the interconnection of hardwire or wireless communication lines with a computer through remote terminals, or a complex consisting of 2 or more interconnected computers.

c. "Computer program" means a series of internal or external instructions communicated in a form acceptable to a computer that directs the functioning of a computer, computer system, or computer network in a manner designed to provide or produce products or results from the computer, computer system, or computer network.

d. "Computer system" means a set of related, connected or unconnected, computer equipment, devices, software, or hardware.

e. "Credible threat" means a threat to kill another individual or a threat to inflict physical injury upon another individual that is made in any manner or in any context that causes the individual hearing or receiving the threat to reasonably fear for his or her safety or the safety of another individual.

f. "Device" includes, but is not limited to, an electronic, magnetic, electrochemical, biochemical, hydraulic, optical, or organic object that performs input, output, or storage functions by the manipulation of electronic, magnetic, or other impulses.

g. "Emotional distress" means significant mental suffering or distress that may, but does not necessarily, require medical or other professional treatment or counseling.

h. "Internet" means that term as defined in section 230 of title II of the communications act of 1934, chapter 652, 110 Stat. 137, 47 U.S.C. 230.

i. "Post a message" means transferring, sending, posting, publishing, disseminating, or otherwise communicating or attempting to transfer, send, post, publish, disseminate, or otherwise communicate information, whether truthful or untruthful, about the victim.

j. "Unconsented contact" means any contact with another individual that is initiated or continued without that individual's consent or in disregard of that individual's expressed desire that the contact be avoided or discontinued. Unconsented contact includes any of the following:

i . Contacting the victim by telephone.
ii. Sending mail or electronic communications to the victim through the use of any medium, including the internet or a computer, computer program, computer system, or computer network.

k. "Victim" means the individual who is the target of the conduct elicited by the posted message or a member of that individual's immediate family.

(c) All violations of this section shall be misdemeanors and, upon conviction thereof, shall be punishable by a sentence of not more than 90 days of confinement to jail or by a fine of not more than $500.00, or both.

State law reference – Cyberbullying, MCL § 750.411x & Posing messages through electronic medium, MCL § 750.411s

Section 4. Chapter 40 – Traffic and Vehicles, Article I – In General, Sec. 40-06, of the Code of the City of Grosse Pointe Park, currently Reserved, is amended to Adoption of Section 3102 of the Michigan Insurance Code:

Sec. 40-06. Adoption of Section 3102 of the Michigan Insurance Code.

Section 3102 of the Michigan Insurance Code of 1956, 1956, Public Act 218, as amended, pertaining to required insurance is adopted by reference and shall be enforced as an ordinance in the City with the penalties for violating same being a misdemeanor, punishable by a sentence of not more than 90 days of confinement to jail, a fine of not less than $200.00 nor more than $500.00, or both.

State law reference – Nonresident owner or registrant of motor vehicle or motorcycle to maintain security for payment of benefits, MCL § 500.3102

NEW BUSINESS:

24-85
Motion by Councilmember Kolar, seconded by Councilmember Gallagher, to approve resolution regarding Priority Waste residential waste collection service.

AYES: Councilmembers Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

CITY OF GROSSE POINTE PARK
COUNTY OF WAYNE
STATE OF MICHIGAN

RESOLUTION REGARDING PRIORITY WASTE RESIDENTIAL WASTE

COLLECTION SERVICE

At a regular meeting of the City Council of the City of Grosse Pointe Park, Wayne County, Michigan (the "City"), held on September 9, 2024.

PRESENT: Council Members Tim Kolar, Christine Gallagher, Tom Caulfield, Max Wiener, Martin McMillan, Brent Dreaver, and Mayor Michele Hodges.

ABSENT: NONE

The following Resolution was offered by Councilmember Kolar and seconded by Councilmember Gallagher:

WHEREAS, on or about June 30, 2024 Priority Waste, LLC ("Priority Waste") purchased the assets of GFL Environmental USA, Inc. ("GFL");

WHEREAS, this sale resulted in GFL assigning the Contract between itself and the City of Grosse Pointe Park (the "Contract") to Priority Waste;

WHEREAS, since the assignment of the Contract, the City has received a number of complaints regarding residential waste collection services;

NOW, THEREFORE, BE IT RESOLVED, the City of Grosse Pointe Park demands transparency from Priority Waste and is seeking a reduction in citizen complaints, communication from Priority Waste to residents regarding status updates and links to resources to remedy complaints, and a meeting to be scheduled with the City Manager to ensure that concerns are timely remedied. If substantial progress is not made by October 7, 2024, the Council will seek other remedies.

RESOLUTION DECLARED ADOPTED.

YEAS: Councilmembers Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges

NAYS: None

ABSTENTIONS: None

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 September 9, 2024, the original of which is on file in my office.

IN WITNESS WHEREOF, I have been hereunto affixed my official signature this 9th day of September 2024.

_____
Bridgette Bowdler
Clerk of the City of Grosse Pointe Park

24-86
Motion by Councilmember Wiener, seconded by Councilmember Dreaver, to approve that the Grosse Pointe Park Service Line Verification project contract be awarded to Super Construction, Inc. in the amount of $237,641.00.

AYES: Councilmembers Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

24-87
Motion by Councilmember Wiener, seconded by Councilmember McMillan, to approve to accept a donation in the amount of $65,000 in memory of Carol C. Schaap for the replacement of the Schaap Theater seats at Windmill Pointe Park.

AYES: Councilmembers Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

24-88
Motion by Mayor Pro-Tem Caulfield, seconded by Councilmember Kolar, to approve the FY 2024/2025 General Fund Budget Amendment in the amount of $65,000.00 and accompanying resolution.

AYES: Councilmembers Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

STATE OF MICHIGAN COUNTY OF WAYNE

CITY OF GROSSE POINTE PARK

Resolution to amend the FY2024-2025 General Fund Revenue & Expenditures

At a regular meeting of the City Council for the City of Grosse Pointe Park (the "Council"), held at City Hall located at 15115 E. Jefferson Ave, Grosse Pointe Park, MI 48230 at 7:00 p.m. on September 09, 2024, the following resolution was offered:

WHEREAS, the City Council approves and amends the FY2024-2025 General Fund budget by recognizing the individual revenue donation in 101-000-674.000 from Mr. Paul Schaap in memory of Carol C. Schaap in the amount of $65,000 for the Parks and Recreation Department Lavins Center for the purposes of replacement seating in the Schaap Theater at Windmill Pointe Park located at 14920 Windmill Pointe Drive Grosse Pointe Park, MI 48230; and,

WHEREAS, the City of Grosse Pointe Park City Council approves and amends the FY2024-2025 Parks and Recreation Lavins Center Department's expenditure budget in the Capital Outlay account in the amount of $65,000 in 101-760-970.000 to replace theater seating; and,

NOW, THEREFORE BE IT RESOLVED, that the City Council of Grosse Pointe Park hereby approves by adoption of this resolution, authorizing the

Finance Director to amend the FY2024-2025 General Fund revenue and the department's expenditure budget by recognizing the revenue donation from Mr. Paul Schaap.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on September 9, 2024, at 7:00 p.m., the following roll call vote was taken:

YEAS: Councilmembers Kolar, Gallagher, Caulfield, Wiener, Dreaver McMillan, and Mayor Hodges

NAYS: None

Motion Carried Unanimously

CERTIFICATION

STATE OF MICHIGAN)

) ss.

COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Clerk of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the 9th day of September 2024.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 9th day of September 2024.

_____

Bridgette Bowdler, City Clerk
City of Grosse Pointe Park

FIRST READING OF PURCHASING POLICY- Discussion was had directing administration to revise the policy and brought back to council at a later date.

24-89
Motion by Councilmember Gallagher, seconded by Mayor Pro-Tem Caulfield, to approve the contract with WCA Assessing as presented for a 3-year term.

AYES: Councilmembers Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

24-90
Motion by Councilmember Gallagher, seconded by Councilmember Kolar, to confirm the Mayor's appointments to Planning Commission as presented.

Planning Commission
Devan Stachecki - Reappoint for a three-year term ending 9/30/2027
Mike Kozak- Appointment for a three-year term ending 9/30/2027

AYES: Councilmembers Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

24-91
Motion by Mayor Pro-Tem Caulfield, seconded by Councilmember Wiener, to confirm the Mayor's appointments to Downtown Development Authority as presented.

Downtown Development Authority
Laura Ochab- Reappoint for a four-year term ending 9/23/2028
Ben Wixson - Reappoint for a four-year term ending 9/23/2028
Giuliano Mancini- Reappoint for a four-year term ending 9/23/2028
Roseanne Horne- Reappoint for a four-year term ending 9/23/2028

AYES: Councilmembers Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

COUNCIL COMMENT:
-Councilmember Kolar commented on the following: I'm still recovering from Camp WindY Mill. I want to thank our Parks and Recreation Director and their entire staff; they did an amazing job. This is now my 4th year for it. This Saturday is the last Saturday for the farmer's market. I will not be there but graciously Mayor Hodges decided to accept my volunteer opportunity so she will be out there on site.
-Councilmember Gallagher commented on the following: I was unable to make the planning commission and City Council Meeting regarding the new ordinance. I took the opportunity to look at this new ordinance and I also took a comparison to our City master plan. The maps look nothing alike. They are completely different and rezone parts of our city for 6 family homes, hotels, motels and short-term rentals.
-Councilmember Wiener commented on the following: Infrastructure meeting, planning on the first week of October We need to be more prepared, in the weeks leading up to these meetings, we need to write down questions and comments and send them to the respective departments so they can be prepared with answers. We should probably possibly consider putting a time limit on Council comment like we've done with our public comments.
-Councilmember Dreaver commented on the following: I want to thank everyone who helped put together camp Windy Mill. I recruited some new people who had never been there before because last year was my first year. I also want to call out Kelly Konieczki, is about to receive an award from the Beautification Council of Southeast Michigan. They only give out one award a year and she is the recipient of that award. We're just super proud of her and lucky to have her in our community and on our Beautification

Commission. We also had our native plant sale this weekend which Kelly is a big part of bringing those people together. The next plant exchange is October 5 from 9:30am-11:30am at Windmill Pointe Park.
-Councilmember McMillan commented on the following: I commend our City Manager and Mayor for bringing in Priority. I think it was a good discussion. I think our citizens should know our City Manager and his administration are working hard for them and addressing these concerns as they are coming in. We are working for the people, and it's going to get better by the week.
-Mayor Hodges commented on the following: I just want to talk about a few things. 1. Stellantis
Air Quality concerns that have been presented. In response to that I did attend an EGLE sponsored information session and hearing last week related to the permit that has been requested by FCA USA after Detroit Assembly complex on Mack. Your voice is really important on this. This week we memorialize the September 11th event. There will be a service of remembrance at the War Memorial at 8:30am. All are welcome to attend. Second to trash complaints we are getting a lot of stop sign and speeding complaints. I ask Councilmember McMillan with his role in the Public Safety Committee, that before the end of the year we get a report on what remedies are being employed, and what the process is. Just so the community understands; 1. How they can engage and 2. How we go about making these decisions and how we can get input from residents.

PUBLIC COMMENT (NON-AGENDA ITEMS)
1 Public Comment was made.

24-92
Motin by Councilmember Wiener, seconded by Councilmember McMillan to move to Closed Session to discuss issues related to the sale of real estate Alter Rd. at 1264 and 1269 per the MCL 15.268.

AYES: Councilmembers Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

24-93
Motion by Councilmember Wiener, seconded by Mayor Pro-Tem Caulfield to approve City Manager Nick Sizeland to execute the sale of city owned property located at 1264 and 1296 Alter Rd. for a total of $17,000.

AYES: Councilmembers Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

ADJOURNMENT
Motion by Councilmember Wiener, seconded by Councilmember Dreaver, to approve to adjourn the meeting.

AYES: Council members Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, McMillan, Dreaver, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

With no further business, the meeting adjourned at 9:58 p.m.

Bridgette Bowdler - City Clerk
Danielle Caudill- Deputy City Clerk

Grosse Pointe Park Infrastructure General Updates and Status Report October '24:

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

Grosse Pointe Park New Website

The new GPP website has gone live, this will provide greater transparency and engagement to residents. Your feedback is appreciated as we will continue to refine it to best serve residents.

Curbside Leaf Pickup Begins Monday October 14

Leaf Pickup begins Monday October 14

Extreme Emergency Relief Valve

The additional upgrades that were added to the project (that came within the budget thanks to lower than anticipated excavation costs) have been completed. This includes upgraded flow monitoring and upgraded remote SCADA controls.

Beaconsfield Water Main and Lead Line Replacement

The project has gone very well. With all the lead lines having now been replaced. It is important to note that in addition to the lead lines being replaced in compliance of requirements, this large-scale replacement project has provided the city with a tremendous amount of data. As we aggregate this data, we can now do far more accurate projections and scheduling for the future lead line replacement projects.

Sidewalk Repair District 1

The sidewalk repair letters in district 1 have been sent out. Sidewalk repairs will be undertaken, with the designation of responsibility having been outlined with the paint markings. The letters include the charge if homeowner is deemed responsible, any additional questions or concerns can be directed to DPW, work will be commencing in the coming weeks.

Maumee Water Main Replacement

This project has proceeded well and should be totally completed at the time of this report's posting.

Priority Waste

Priority Waste has committed to accelerating the installation of cameras on trucks servicing Grosse Pointe Park. Completion is anticipated in early October. This provides 360 degrees of recording during service, allowing them to track quality of service as well as providing follow-up and responsiveness to resident inquiries. This is in conjunction with their continued fleet expansion, servicing and bringing online the former GFL fleet, all of this should yield continued improvement of service.

Utilities

DTE has posted a new Power Improvements Map to their website. This is outlining their capital improvement plans across Michigan. Note that the area servicing Grosse Pointe Park is slated for substantial investment through the end of 2026 Power Improvements Map | DTE Energy
https://www.dteenergy.com/us/en/residential/service-request/system-improvements/system-improvements/power-improvements-map.html

CITY COUNCIL MEETING

DATE: October 7, 2024

SUBJECT: Award Bid for Tree Trimming and Removal Services

SUMMARY: The City is responsible for maintaining trees on City-owned property, including in the public right of way. A Request For Proposals was issued to secure pricing for as-requested trimming and removal services. Nine proposals were received, and the City recommends awarding contracts to CutMyTreeDown.Com and Limbwalkers who submitted the most favorable pricing. Awarding to multiple contractors will allow the City to ensure flexibility in responding to the various service demands that are a natural part of tree trimming and removal. The contracts will be for a two-year term, with an optional renewal at the mutual agreement of both parties for a third-year extension.

A copy of the RFP and bid tabulations are attached for your review. References were contacted for both contractors, and favorable reviews were received.

FINANCIAL IMPACT: Funding allocations for the as-requested removals and trimming services are annually budgeted for. There is no minimum commitment to what the awarded contractors will receive.

RECOMMENDATION: Motion to award contracts to CutMyTreeDown.Com and Limbwalkers in accordance with the terms and conditions of the RFP document and the associated submissions.

PREPARED BY: Tom Jenny, Director of Public Works
Warren Rothe, Assistant City Manager

Tree Removal Bid Tabulation

	CutMyTreeDown.com	Limb Walkers	Arbor Pro
1 to 6	$ 100.00	$ 45.00	$ 310.00
7 to 12	$ 150.00	$ 170.00	$ 920.00
12 to 19	$ 300.00	$ 180.00	$ 1,680.00
20 to 27	$ 750.00	$ 675.00	$ 3,116.00
28 to 35	$ 1,500.00	$ 1,300.00	$ 4,110.00
36 to 43	$ 2,300.00	$ 2,300.00	$ 5,810.00
44 and up	$ 3,000.00	$ 3,200.00	$ 7,210.00
Emergency Call Out	3 man crew $400/hour	$450/hour	$125/man

	Owens Tree Service	Sav a Tree	Turmans
1 to 6	$ 95.00	$ 425.00	$ 700.00
7 to 12	$ 125.00	$ 792.00	$ 1,000.00
12 to 19	$ 370.00	$ 1,143.00	$ 1,800.00
20 to 27	$ 1,470.00	$ 2,475.00	$ 3,000.00
28 to 35	$ 2,400.00	$ 3,048.00	$ 5,000.00
36 to 43	$ 3,800.00	$ 3,829.00	$ 6,300.00
44 and up	$ 4,800.00	$ 4,572.00	$ 7,000.00
Emergency Call Out	$575	$161 man hour	$ 8,000.00
		3% increase annually	

	Metro Detroit	Freel Deal	American Made
1 to 6	$ 400.00	$ 300.00	$ 1,524.00
7 to 12	$ 750.00	$ 600.00	$ 2,682.00
12 to 19	$ 1,400.00	$ 800.00	$ 3,971.00
20 to 27	$ 2,200.00	$ 1,000.00	$ 5,083.00
28 to 35	$ 3,200.00	$ 1,200.00	$ 6,354.00
36 to 43	$ 5,500.00	$ 2,500.00	$ 7,751.00
44 and up	$ 8,500.00	$ 4,000.00	$ 13,481.00
Emergency Call Out	$500 man hour	$ 900.00	$ 15,000.00

Tree Trimming Rates Bid Tabulation

	CutMyTreeDown.com		Limb Walkers		Arbor Pro	
	Hourly Rate	Overtime Rate	Hourly Rate	Overtime Rate	Hourly Rate	Overtime Rate
2 man	$ 100.00	$ 150.00	$ 145.00	$ 200.00	$ 190.00	N/A
3 man	$ 200.00	$ 250.00	$ 295.00	$ 500.00	$ 285.00	N/A
4 man	$ 300.00	$ 350.00	$ 340.00	$ 600.00	$ 380.00	N/A

	Owens Tree Service		Sav a Tree		Turmans	
	Hourly Rate	Overtime Rate	Hourly Rate	Overtime Rate	Hourly Rate	Overtime Rate
2 man	$ 224.00	$ 264.00	$ 254.00	$ 322.00	$ 500.00	$ 750.00
3 man	$ 336.00	$ 396.00	$ 381.00	$ 483.00	$ 750.00	$ 1,125.00
4 man	$ 448.00	$ 528.00	$ 508.00	$ 644.00	$ 1,000.00	$ 1,500.00

	Metro Detroit		Freel Deal		American Made	
	Hourly Rate	Overtime Rate	Hourly Rate	Overtime Rate	Hourly Rate	Overtime Rate
2 man	$ 300.00	$ 400.00	$ 400.00	$ 600.00	$ 1,700.00	$ 2,040.00
3 man	$ 450.00	$ 550.00	$ 600.00	$ 800.00	$ 2,550.00	$ 3,060.00
4 man	$ 600.00	$ 700.00	$ 800.00	$ 1,000.00	$ 3,400.00	$ 4,080.00

FY 2025-2027 TREE REMOVAL AND TRIMMING CONTRACT

CITY OF GROSSE POINTE PARK, MICHIGAN

ISSUED: August 6, 2024

SUBMITTAL DEADLINE: 1:00 PM August 30, 2024

Submittals/Proposals are due at 1:00 PM on Friday August 30, 2024. Proposals shall be submitted marked as indicated:

Company/Firm Name
"TREE SERVICES CONTRACT"

Proposals shall be submitted to:

Bridgette Bowdler, City Clerk
City of Grosse Pointe Park
15115 E Jefferson Avenue
Grosse Pointe Park, MI 48230

The City of Grosse Pointe Park is a Participating Agency in the Michigan Inter-Governmental Trade Network (MITN). Interested vendors are encouraged to register with MITN at http://www.MITN.info to view specifications for this and all other open bids.

Tom Jenny
Public Works Director
City of Grosse Pointe Park
313-822-5100

SPECIFICATIONS

Receipt and Opening of Bids

Sealed proposals will be received at the office of the City Clerk, City of Grosse Pointe Park, 15115 E. Jefferson Avenue, Grosse Pointe Park, Michigan 48230, up to 1:00 P.M., Local Time, Friday, August 30, 2024, at which time they will be publicly opened and read.

Bids may be submitted via a delivery (mail) service or in person. Bids delivered in person must be dropped off at the City Clerk Desk, located inside of City Hall, located at 15115 E. Jefferson Avenue, Grosse Pointe Park, Michigan 48230 The envelope for all bids must be clearly marked with the Project Name.

Regardless of whether bids are delivered in person or through a delivery (mail) service, all bids must be received by the City Clerk's Office no later than 1:00 PM on Friday, August 30, 2024, to be considered. Bidders are encouraged to submit bids early to ensure they are received on time. You can contact the City Clerk's Office at (313) 822-6200 for any questions regarding the bidding procedure.

Addenda and Explanations

Explanations desired by Bidders shall be requested of the Owner, and if explanations are necessary, a reply will be made in the form of an Addendum, a copy of which will be posted to the Michigan Intergovernmental Trade Network (MITN) website. Registering (no cost available) for the site can be done at www.mitn.info. Every request for such an explanation shall be made to Tom Jenny, DPW Director, at 313-802-9119.

Term of Contract

It is the intent of the City to award the project on September 9, 2024. The intent is to award a contract for Fiscal Years 2025 and 2026, with an optional extension for Fiscal Year 2027. The City's fiscal year is from July 1 to June 30. All tree removals shall be completed by April 30, each fiscal year, tree trimmings are completed at the discretion of the Department of Public Works. Should the contractor fail to perform work to the satisfaction of the City or fail to comply with any provisions of the bid specifications, the City may terminate the contract upon twenty-four (24) hours written notice to the contractor.

Insurance

The Contractor shall procure and maintain the following insurance coverages:

A. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included. Per job aggregate must be endorsed onto the Policy.

C. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than $1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Proof of Insurance Coverage: The Contractor shall provide City, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City at least ten (10) days prior to the expiration date.

Indemnification Clause

The Contractor awarded the bid agrees to indemnify and hold the City harmless from any and all liability arising out of this contract.

Estimated Quantities

All quantities are estimated and may vary substantially during the course of the contract. Measurements are taken at diameter breast high (DBH). The measurement will be rounded to the nearest full inch.

Tree Removal

- Removal of trees located on City Property or in the public right-of-way throughout the City as directed by the Department of Public Works. Each group of trees must be removed WITHIN FIFTEEN CALENDAR DAYS after receiving notice from the City.
- The Contractor shall completely remove trees and grind stumps a minimum of 8-10 inches below grade. All protuberant surface and subsurface roots beyond the stump area, noticeable from visible inspection, shall be removed to a depth of 8-10 - inches below grade. The Contractor shall remove all excess material and debris from the work site. All logs and branches must be disposed of by the contractor.
- Stumps shall be ground to a minimum of 8-10 inches below grade, remove the stump grindings, and install screened topsoil tampered level with the existing grade, and plant grass seed.
- Contractor receiving bid and who is under contract with the City must be able to respond to emergencies (wind damage, tornados, storms, etc.) within a period of 2-4 hours depending on severity of storm damage to be determined by the Director of Public Works.

- Contractor must have necessary equipment and materials to satisfactorily remove trees in the shortest possible time. Equipment required must include the following, at a minimum:
    - Tree Boom, minimum 50’
    - Chippers
    - Chipper Trucks
    - Stump Machine
    - Semi-trailer (to remove logs)
    - Loader
    - Different size chain saws
    - Clean up equipment (brooms, shovels, blowers, etc.)
    - Crane preferable, but not necessary

Tree Trimming

- The contractor will trim trees located within public road rights-of-way as determined by the City. Work shall take place during seasonal dormancy. The trees will be trimmed to appropriate specifications as provided by the City Forester which shall consider:
    - The long-term health of each tree, including: Maintenance of a strong and even canopy
    - The upward growth of each tree
    - Maintaining the attractiveness and evenness of each tree during seasonal blooms
    - Removal of dead or dying limbs and branches (deadwooding)
    - Meeting height clearance over sidewalks and the road
- The selected vendor must verify the location of each tree within the public road rights-of-way in the specified section of the City with the Department of Public Works; and (1) trim each tree as site conditions warrant; and (2) chip and remove all brush and debris created by the work.

Clean-Up

All debris from tree removal and stumping operations shall be cleaned up each day before the work crew leaves the site unless permission is given by the City to do otherwise. If any logs or debris are to be left, they must be properly coned and caution taped off, also notifying the City is required. All lawn areas shall be raked, all streets and sidewalks shall be swept, and all brush, branches, logs and grindings shall be removed from the site. Areas are to be left in a condition equal to that which existed prior to the commencement of tree removal operations.

The Contractor guarantees the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of equipment or machinery. Contractor agrees to repair or replace any turf area, fences, signs, poles, and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the Contract.

Sprinkler Damage

Sprinkler damage determined by the Department of Public works as a result of tree and stump removal shall be the responsibility of the Contractor to repair. Sprinkler repairs must be completed within 72 hours of notification during the growing season. Sprinklers damaged in the winter must be repaired by April 15th the following spring.

Working Hours

The Contractor will schedule work between the hours of 7:00 AM and 6:00 PM, Monday through Friday, unless authorized by the City to do otherwise.

Public Relations

The Contractor and his/her employees shall conduct themselves in a respectful and courteous manner when interacting with the public. If the Contractor or his/her employee cannot satisfy a resident, he/she is to refer them to Brian Colter, Department of Public Works - Forester at (313)-822-6200

Reservation of Rights

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all offerors.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more consultants to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP

IRS Form W9

The selected Contractor will be required to provide the City of Grosse Pointe Park an IRS form W-9.

BIDDER'S REFERENCE PAGE

(Submit with Bid)

The Contractor shall submit verifiable references for municipal work and be familiar with all aspects of safe tree removal operations. Each reference shall be for work actually performed by the Bidder (sub-contractor references are not applicable).

ALL REFERENCES WILL BE TREATED AS THE CONTRACTOR'S CONFIDENTIAL BUSINESS INFORMATION. **Previous work for the Owner may be used as a reference. Complete each item for all 3 references.**

Owner/Agency:	
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Owner/Agency:	
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Owner/Agency:	
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Only contractors experienced in this type of work will be considered. Failure to provide sufficient verifiable references will result in rejection of this bid.

CITY OF GROSSE POINTE PARK

BID SHEET

The undersigned declares that a careful examination has been made of the specifications included in this bid package and understands all of the requirements of same. It is further understood that the undersigned will contract to deliver within the specified time and date, after the issuance of the city's purchase order, any services as contained in this bid and in accordance with specifications; to-wit:

Tree Removal

Per tree cost for removal of city trees on City property. Tree removal includes grinding of stump and backfill per specifications:

1" to 6" diameter	$_____
7" to 12" diameter	$_____
12" to 19" diameter	$_____
20" to 27" diameter	$_____
28" to 35" diameter	$_____
36" to 43" diameter	$_____
Over 44" diameter	$_____
Charge Per Emergency Call-Out	$_____

Unless specifically noted as being an extra charge, hourly charge for labor shall. Charges shall not be "portal-to-portal." Downtime from equipment failure will not be paid for by the City. All maintenance on equipment must be performed either before or after the workday.

Tree Trimming Rates

Hourly charges shall include all necessary equipment including climbing gear, saws, pruners, trucks, chippers, etc. Alternative rate/pricing structures for trimming services may be proposed at the discretion of the bidder.

Crew	Hourly Rate	Overtime Rate
Two (2) – member plus all equipment	$	$
Three (3) – members plus all equipment	$	$
Four (4) – members plus all equipment	$	$

COMPANY NAME: _____

CONTACT PERSON: _____

TELEPHONE: _____ **FAX:** _____

CITY OF GROSSE POINTE PARK

SUBMISSION FORM

IT IS UNDERSTOOD THAT THE CITY OF GROSSE POINTE PARK IS A GOVERNMENTAL UNIT AND AS SUCH IS EXEMPT FROM THE PAYMENT OF ALL STATE AND FEDERAL TAXES APPLYING ON THE ABOVE-MENTIONED WORK, THEREFORE, THE ABOVE PRICES DO NOT INCLUDE THIS AMOUNT.

The bidder by execution of the proposal thereby declares that the bid is made without collusion with any other person, firm or corporation making any other bid, or who otherwise would make a bid, and agrees to furnish all bid items in strict accordance with all Federal Regulatory Measures.

All bids must be submitted on the City's bid sheet.

Submission of a bid will be construed as a conclusive presumption that the bidder is thoroughly familiar with the bid sheet and specifications, and that he understands and agrees to abide by each, and all of the stipulations and requirements contained therein.

BIDDERS ARE REQUESTED TO SUBMIT ALL AVAILABLE DATA AND DESCRIPTIVE LITERATURE COVERING THE PROPOSED SERVICES TO BE FURNISHED.

THE UNDERSIGNED, by execution of this bid, certified that he is the_____ _____ of the firm named as bidder in the bid; and that he signs the bid on behalf of the firm; and that he is authorized to execute the same in behalf of said firm.

NAME AND ADDRESS OF BIDDER:

COMPANY NAME _____

ADDRESS

_____

CITY _____ **STATE** _____ **ZIP** _____

SUBMITTED BY _____

(NAME) (TITLE)

SIGNATURE_____

TELEPHONE _____ **FAX** _____

DATE _____

THIS PAGE MUST BE RETURNED WITH BID SHEET

POLICE/DETECTIVE BUREAU
TEL (313) 822-7400
FAX (313) 822-4543

GROSSE POINTE PARK
DEPARTMENT OF PUBLIC SAFETY

ADMINISTRATION
TEL (313) 822-4416
FAX (313) 822-4577

James A. Bostock
Director of Public Safety

publicsafety@grossepointepark.org

Public Safety Update

Open House

The Public Safety Open House is scheduled for Saturday, October 12th from 11:00 AM - 3:00PM. The event will be held on the Maryland side of the Public Safety Building. There will be something for everyone of all ages. This event is a fantastic opportunity for residents to meet and interact with your dedicated public safety team.

Event Highlights:

- **Meet & Greet**: Get to know your local public safety officers.
- **Safety Demonstrations**: Learn about fire safety, CPR, and more.
- **Vehicle Tours**: Explore police cars, fire trucks, and emergency vehicles.
- **Kids' Activities**: Fun and educational activities for children.
- **Safety Tips**: Receive valuable information on how to keep your family and community safe.

This event is free and open to all ages. Whether you're interested in learning more about our services or just want to say hello, we look forward to seeing you there.

Parking Enforcement

Meters are enforced Monday through Saturday from 9:00 AM – 9:00 PM. You can pay at the meters or by app. Sundays and Holidays are free.

Impaired Driving

Over the last month, Public Safety has seen an increase in drunk driving arrests. We have zero tolerance for drunk driving. If you drive drunk and we catch you, you will be arrested. If you make a conscious decision to go out and have too much to drink, make a better conscious decision to get yourself home safely. Call a friend, family member or use a ride share to get to you destination safely.

POLICE/DETECTIVE BUREAU
TEL (313) 822-7400
FAX (313) 822-4543

GROSSE POINTE PARK
DEPARTMENT OF PUBLIC SAFETY

ADMINISTRATION
TEL (313) 822-4416
FAX (313) 822-4577

James A. Bostock
Director of Public Safety

publicsafety@grossepointepark.org

October is Fire Prevention Month

October is Fire Prevention Month. This is a great time to replace the batteries in your smoke and carbon monoxide detectors. Have conversations with your children about the dangers of playing with matches and lighters. Have a plan and designate a place outside of the home to meet in case of a fire.

Public Safety has smoke detectors available, and they are free. Come to the station or the open house and we make sure you get one. Public Safety will even install it for you if needed.

Crime

Patrol and Detectives have made a number of arrests over the last few weeks. Night shift officers interrupted an attempted auto theft and after a short chase arrested two suspects who were hiding in a rear yard.

Park Detectives in cooperation with Harper Woods, arrested a pair suspected of stealing landscaping equipment from commercial landscaping vehicles.

We are seeing a decrease in larcenies and auto-thefts. Keep encouraging everyone to keep their vehicles locked and take your keys and fobs inside the house.

Personnel

Public Safety welcomed Alan Gwyn as it's newest Public Safety Officer last month. Al recently retired from Grosse Pointe City as a Lieutenant after more than 25 years. Al brings a wealth of experience and knowledge as he begins his new career with GP Park. With the addition of Al and Seth Herbert (currently in the police academy), Public Safety will be at their compliment of twenty-eight (28) officers. Welcome aboard Al and Seth.

Lieutenants Terry Hays and Colin Connaire recently earned the FBI-LEEDA (Law Enforcement Executive Development Association) Trilogy Award. They successfully completed the Supervisor, Command and Executive Leadership Institute courses. This is a prestigious accomplishment and shows our commitment to professional development and developing leadership at all levels.

City Managers Report and Updates September 2024

Website

The Website went live on Thursday September 26th with minimal transition issues. Please try out the search button on the website to ask for information and watch it populate as well as reviewing the website. If you note anything with the website or hear of feedback needed please let me know.

Meeting with Priority

The City held a meeting on Tuesday with Priority at its site to discuss the needed improvements to our services in Grosse Pointe Park. We toured the facility including their command center showing screens of data. We requested an updated material checklist for recycling to have on our website as well as guidelines for yard waste pickup. We were shared data in July their call center crashed and they brought in Amazon to help with their center. Average wait times were over 10 minutes in July and have been reduced to 2 ½ with their goal to be 30 seconds.

Ballot Processing

City Clerk Bowdler sent out about 3,000 ballots and we expect to send out probably another 2,500 ballots. The City highly encourages friends and neighbors to turn in their absentee ballot once received as soon as possible as we are seeing problems with the Fox Creek post office to which we have discussed with the Postmaster. Turning into City Hall and dropping off at the ballot drop box is the best way to ensure their ballots do not have any issues.

Civic Ready

The City is looking to transition away from Nixle Alert Systems to Civic Ready which is an arm of our new website. Nixle is limited in its use and capabilities as we look to continue our communication to the community. Highlights of the new system would include Text to Speech, Voice Alerts and Email, Social Media Integration, Geo targeted locations, Phone Calls, NOAA Weather Alerts and IPAWS. Public Safety reviewed the program and believe this tool will greatly enhance its ability to communicate with residents. More details to follow as we review this system.

Tour of Communities Streetscape Projects

The City will tour with OHM several communities streetscape projects including Detroit, Brighton and Oak Park to get ideas for the future Charlevoix Streetscape project

Halloween in the Park

Halloween in the Park will take place on Saturday October 19th with tickets going on sale Monday September 23rd at 8am. The event is for kids 10 and under with tickets being $15 per child and $20 day of event.

DTE Power Improvement Map

DTE created a GIS Map showing smart technology upgrades to the grid, building new infrastructure and trimming of trees. DTE is committed to reduce outages by 30% and cut duration times in half by 2029. Please visit the Power Improvements Map link and to share with friends and neighbors.

Power Improvements Map | DTE Energy

Charlevoix Street Party

The Charlevoix Street Party took place on Saturday September 21st from 7-11pm on Charlevoix from Lakepointe and Maryland

Hiring of Officer and Ordinance Enforcement

The City swore in Alan Gwyn as a Public Safety Officer who retired from Grosse Pointe City and Chad Gump as our new Ordinance Enforcement (Parking). This hire currently brings the City to full staffing of 4 shifts of 6 officers with 1 currently in the police academy.

Alter Rd Properties

The City closed today on 1596 and 1588 Alter Rd properties and will hold a closing for 1296 and 1288 Alter in October

Halloween in the Park

Halloween in the Park will take place on Saturday October 19th with tickets going on sale Monday September 23rd at 8am. The event is for kids 10 and under with tickets being $15 per child and $20 day of event.

Tree Inventory Grant Applied

The City submitted to the DNR a $18,000 tree inventory grant that would survey and have on a GIS Map all city trees within GPP with the species, size, etc. This has not been done since the early 2000's. This will help us tremendously if awarded to provide future contractors with the exact amount and size of trees as we work through our district wide program.

Park Scene

The Fall edition of the former "Communicator" now Park Scene was sent to print and should be distributed to residents the 1st week of October. This edition is 8 pages in a magazine style with fall and winter information including the November election.

Sidewalk Letters

Letters have been received by residents and they are scheduling appointments with DPW for questions or concerns regarding the program

CITY COUNCIL MEETING

DATE: October 7, 2024

SUBJECT: Budget Amendment and Recognition of Grants

SUMMARY: The City has received three separate grants for Public Safety, City Clerk and Public Works which include security enhancements for our elections, training academy scholarship for one of our officers at the Police Academy and Lead Service Line Verification. The resolutions are recognizing the money and amending the City budget to appropriate.

The Budget Amendment for Schena Roofing and Green Meadows is a carryover from last fiscal year 2023-2024 for the removal of the retaining wall and vegetation with surface leveling of the Lavins Center and installation of a downspout and french drain system.

FINANCIAL IMPACT:

Budget Amendment

Schena Roofing and Green Meadows Lawnscape: $20,300

Grants

EGLE TMF LSLR: $600,000
MCOLES Public Safety Academy Assistance Program: $24,000
Institute for Responsive Government: $10,000

RECOMMENDATION: Motion to Approve the Resolutions as Presented

PREPARED BY: Nick Sizeland, City Manager
Ginger Moriarty, Finance Director/Treasurer

STATE OF MICHIGAN

COUNTY OF WAYNE

CITY OF GROSSE POINTE PARK

Resolution to amend the FY2024-2025 W&S Infrastructure Fund of Technical, Managerial, & Financial (TMF) Support Grant for Lead Line Replacement

At a regular meeting of the City Council for the City of Grosse Pointe Park (the "Council"), held at City Hall located at 15115 E. Jefferson Ave, Grosse Pointe Park, MI 48230 at 7:00 p.m. on October 7, 2024, the following resolution was offered:

WHEREAS, the City Council approves and accepts Federal Funding through the Community Technical, Managerial & Financial Support for Lead Service Line Replacement Grant Agreement (ARPA Funded) between the Michigan Department of Environment, Great Lakes, & Energy (EGLE) and the City of Grosse Pointe Park in the amount of $600,000 to be utilized for Lead Service Line replacement expenditures occurring between October 1, 2023 through September 15, 2026; and,

WHEREAS, the City Council acknowledges and amends the FY2025 Water & Sewer Infrastructure revenue budget by recognizing the TMF Support for Lead Line Replacement reimbursement grant in the award amount of $600,000 in account 598-000-528.000-2023U6152 Federal Grant-Other; and,

WHEREAS, the City Council amends the FY2025 Water & Sewer Infrastructure fund budget by appropriating the amount of $575,000 in account 598-563-970.000-2023U6152 Capital Outlay for the purposes of Service Line Verification; and,

WHEREAS, the City Council amends the FY2025 Water & Sewer Infrastructure fund budget by appropriating the amount of $15,000 in account 598-563-970.000-2023U6152 Capital Outlay for the purposes of project planning document development; and,

WHEREAS, the City Council amends the FY2025 Water & Sewer Infrastructure fund budget by appropriating the amount of $10,000 in account 598-563-880.000-2023U6152 Community Promotion for the purposes of public outreach and education; and,

NOW, THEREFORE BE IT RESOLVED, that the City Council of Grosse Pointe Park hereby approves by adoption of this resolution #2024-10-07-##, authorizing the Finance Director to both amend the FY2024-2025 Water & Sewer Infrastructure revenue account 101-000-528.000-2023U6152 Federal Grants to recognize TMF Reimbursement Grant Award and to appropriate in the total amount of the TMF Grant award the amount of $600,000 of net position to 598-563-970.000-2023U6152 Capital Outlay in the amount of $590,000 and 598-563-880.000-2023U6152 Community

Promotion in the amount of $10,000.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on October 07, 2024, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

Motion Carried Unanimously

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Clerk of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the ___ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ___day of _____20__.

_____
Bridgette Bowdler, City Clerk
City of Grosse Pointe Park

STATE OF MICHIGAN

COUNTY OF WAYNE

CITY OF GROSSE POINTE PARK

Resolution to amend the FY2024-2025 General Fund Revenue & Recognize Institute for Responsive Government Grant

At a regular meeting of the City Council for the City of Grosse Pointe Park (the "Council"), held at City Hall located at 15115 E. Jefferson Ave, Grosse Pointe Park, MI 48230 at 7:00 p.m. on October 7, 2024, the following resolution was offered:

WHEREAS, the City Council acknowledges and amends the FY2025 General Fund revenue budget by recognizing the Institute for Responsive Government local grant with advance funding in the amount of $10,000 in account 101-000-585.000 Contribution – Local Election Grants; and,

WHEREAS, the City Council amends the FY2025 General Fund election department budget by appropriating the amount of $10,000 in account 101-191-970.000 Capital Outlay for the purposes of election security; and,

NOW, THEREFORE BE IT RESOLVED, that the City Council of Grosse Pointe Park hereby approves by adoption of this resolution #2024-10-07-##, authorizing the Finance Director to both amend the FY2024-2025 General Fund revenue account 101-000-585.000 Local Election Grants to recognize the cash advance grant funding for election security and to appropriate fund balance funds to 101-191-970.000 Capital Outlay in the amount of $10,000.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on October 07, 2024, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

Motion Carried Unanimously

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Clerk of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the ___ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ___day of _____20__.

_____
Bridgette Bowdler, City Clerk
City of Grosse Pointe Park

STATE OF MICHIGAN

COUNTY OF WAYNE

CITY OF GROSSE POINTE PARK

Resolution to amend the FY2024-2025 General Fund Revenue & Recognize State of Michigan Public Safety Assistance Recruit Program

At a regular meeting of the City Council for the City of Grosse Pointe Park (the "Council"), held at City Hall located at 15115 E. Jefferson Ave, Grosse Pointe Park, MI 48230 at 7:00 p.m. on October 7, 2024, the following resolution was offered:

WHEREAS, the City Council acknowledges and amends the FY2025 General Fund revenue budget by recognizing the State of Michigan, State Police, Public Safety Assistance Recruit advance funding in the amount of $24,000 in account 101-000-543.000 State Grants – Public Safety; and,

NOW, THEREFORE BE IT RESOLVED, that the City Council of Grosse Pointe Park hereby approves by adoption of this resolution #2024-10-07-##, authorizing the Finance Director to amend the FY2024-2025 General Fund revenue account 101-000-543.000 State Grants – Public Safety to recognize the cash advance grant funding for Public Safety Recruits.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on October 07, 2024, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

Motion Carried Unanimously

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Clerk of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the ___ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ___day of _____20__.

_____
Bridgette Bowdler, City Clerk
City of Grosse Pointe Park

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

RESOLUTION TO ADOPT AND AMEND THE FY2024-2025 REPAIR OF PARKS & RECREATION RETAINING WALL & DOWNSPOUT

At a regular meeting of the City Council for the City of Grosse Pointe Park (the "Council"), held at City Hall located at 15115 E. Jefferson Ave, Grosse Pointe Park, MI 48230 at 7:00 p.m. on October 07, 2024, the following resolution was offered:

Motion by Councilmember_____seconded by Councilmember _____to adopt the following resolution:

WHEREAS, the Uniform Budgeting and Accounting Act requires that a City Council prepare a budget amendment as soon as it is apparent that a deviation from the original budget is necessary and the amount can be determined; and,

WHEREAS, the FY2024-2025 budget was approved by the City Council on May 13, 2024; and,

WHEREAS, the City Council on April 29, 2024, approved in FY2023-2024 for the removal of the retaining wall & vegetation with surface leveling to be completed by Green Meadows Lawnscape and for the installation of the downspout and French drain by Schena Roofing at the Lavins Center, in the combined amount not to exceed $20,300; and,

WHEREAS, the City Council of Grosse Pointe Park is presented with a request to reappropriate budget in FY2024-2025 to the city's parks and recreation Lavin's Center for the retaining wall removal & downspout project not completed due to a labor strike in the prior fiscal year, in an amount not to exceed $20,300; and,

WHEREAS, the City Council of Grosse Pointe Park is presented with a FY2024-2025 request to re-award contract's to the original recommendation made of Schena Roofing and Green Meadows Lawnscape; and,

WHEREAS, the repair will require an amendment to the FY2025 General Fund's budget to appropriate General Fund fund balance in an amount not of $20,300 to the Parks & Recreation capital outlay account 101-760-970.000; and,

NOW, THEREFORE BE IT RESOLVED that the City of Grosse Pointe Park Council members hereby adopt this resolution 2024-10-07 item ## authorizing the Finance Director to amend the FY2024-2025 General Fund budget to appropriate $20,300 to 101-760-970.000 Capital Outlay and further authorizes the city manager

go execute both contracts, Green Meadows Lawnscape and Schena Roofing in a total award amount not to exceed $20,300 for both the removal of the Lavins Center retaining wall and vegetation, surface leveling, and for downspout and French drain installation.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on October 10, 2024, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

Motion Carried Unanimously

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Clerk of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the ___ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ___day of _____20__.

_____
Bridgette Bowdler, City Clerk
City of Grosse Pointe Park

Vendor Code	Vendor Name / Invoice	Description	Amount
002715	AQUATIC SOURCE		
	63784	Children's Pool Sand Filter Replacement	29,689.00
TOTAL FOR: AQUATIC SOURCE			29,689.00
002757	CANFIELD EQUIPMENT SERVICE INC		
	296530	2023 CHEVY TAHOE-SC1-4-FURNISH & INSTALL	5,555.98
TOTAL FOR: CANFIELD EQUIPMENT SERVICE INC			5,555.98
004657	CAPITAL ONE PUBLIC FUNDING LLC		
	LOAN #101057987	LOAN #101057987 Principal and Interest	272,252.50
TOTAL FOR: CAPITAL ONE PUBLIC FUNDING LLC			272,252.50
000121	CITY OF GROSSE POINTE PARK		
	F10537	SUMMER TAXES-2024 PARKS	9,742.32
TOTAL FOR: CITY OF GROSSE POINTE PARK			9,742.32
000126	CITY OF GROSSE POINTE WOODS		
	2025-00007	1ST Q CONFERENCE OF E WAYNE 911 LOCAL SHARE	7,460.29
TOTAL FOR: CITY OF GROSSE POINTE WOODS			7,460.29
000130	CITY OF HARPER WOODS		
	2024-0007	1ST Q CONFERENCE OF E WAYNE 911 LOCAL SHARE	7,010.06
TOTAL FOR: CITY OF HARPER WOODS			7,010.06
TAXES REFU	CoreLogic Centralized Refunds		
	09/12/2024	2024 Sum Tax Refund 39 009 02 0432 000	5,081.97
TOTAL FOR: CoreLogic Centralized Refunds			5,081.97
005003	DENZEL FAULKEN		
	5030662045	CLAIM 5030662045-1-1 FIRE INS LOSS DATE 06/15/2024	15,250.00
TOTAL FOR: DENZEL FAULKEN			15,250.00
005327	DTE ENERGY		
	9100 073 0970 1	14920 WINDMILL PTE - 8/14 - 9/12/24	8,475.34
	9100 073 1017 0	1000 Maryland - 7/31 - 8/29/24	8,234.82
	9100 405 1745 0	Street Lights - 8/1/24 - 8/31/24	59,155.80
TOTAL FOR: DTE ENERGY			75,865.96
003138	DUKE'S ROOT CONTROL INC		
	27595	Root Control 2024 Project	15,017.82
TOTAL FOR: DUKE'S ROOT CONTROL INC			15,017.82
001511	EQUITABLE		
	VOUCHER	Equitable - 457b EE & ER DC Contribution 9/13/2024	15,607.11
	VOUCHER	457B EE & ER DC CONTRIBUTION - 9/27/24	15,353.61
TOTAL FOR: EQUITABLE			30,960.72
000347	GREAT LAKES WATER AUTHORITY		
	0000746	(UTILITY) - MONTHLY FLAT & USAGE CHG - JULY 2024	142,805.55
	CIN-0000860	AUGUST 2024 - MONTHLY FIXED & VARIABLE CHG	165,900.00
TOTAL FOR: GREAT LAKES WATER AUTHORITY			308,705.55
004925	GREEN MEADOWS LANDSCAPE INC		
	356344	MOWING FOR PARKS - Patterson Park & Windmill Pointe	6,200.00
TOTAL FOR: GREEN MEADOWS LANDSCAPE INC			6,200.00
004059	HUMANA INSURANCE CO		
	725638019	OCTOBER 2024 HUMANA RA RX	7,955.96
TOTAL FOR: HUMANA INSURANCE CO			7,955.96

Vendor Code	Vendor Name / Invoice	Description	Amount
004049	HUNTINGTON NATIONAL BANK		
	3584238406	2019 CAPITAL IMPROVEMENT BOND -OCT 2024	136,859.00
TOTAL FOR: HUNTINGTON NATIONAL BANK			136,859.00
005411	Hutch Paving, Inc		
	7508-24-0010	Pay App #1 Hutch Paving and Construction Charlevoix	64,995.57
	7508-24-0010	Paving Prgm 2024 - Charlevoix Project, Middlesex Pr	403,886.71
TOTAL FOR: Hutch Paving, Inc			468,882.28
005226	L D'AGOSTINE & SONS INC		
	7508-22-0020	Emergency Relief Sewer System Estimate No. 005	314,193.43
TOTAL FOR: L D'AGOSTINE & SONS INC			314,193.43
000907	MEI TOTAL ELEVATOR SOLUTIONS		
	1092269	QUARTERLY ELEVATOR MAINT. - CODE VIOLATION REPAIRS	8,026.40
TOTAL FOR: MEI TOTAL ELEVATOR SOLUTIONS			8,026.40
003729	OHM ADVISORS		
	78996-79018	BEACONSFIELD/MAUMEE/GENERAL W&S INFRA/CHARLEVOIX/MI	78,954.75
TOTAL FOR: OHM ADVISORS			78,954.75
001680	POINTE ALARM LLC		
	I-205908	1ST Q SURVEILLANCE SVCS - 6/1-8/31/2024	5,890.83
TOTAL FOR: POINTE ALARM LLC			5,890.83
005372	PRIORITY WASTE LLC		
	INV475632	CURBSIDE COLLECTION - TRASH/COMMERICAL - SEPT. 2024	40,800.75
	INV475643	REFUSE/RECYCLING COLLECTION - Mixed Recycling Sept.	27,970.95
TOTAL FOR: PRIORITY WASTE LLC			68,771.70
003373	SPENCER OIL COMPANY		
	30669371 - 3067025	FUEL USAGE FOR	7,034.38
TOTAL FOR: SPENCER OIL COMPANY			7,034.38
001449	THE BANK OF NEW YORK MELLON TRUST		
	GROSSEPTPK07	2007 General Oblication Bond - Principal & Interest	641,175.00
TOTAL FOR: THE BANK OF NEW YORK MELLON TRUST			641,175.00
005002	THE KELLY FIRM PLC		
	4655	GENERAL LEGAL & PROSECUTIONS - 7/31/24	10,094.83
TOTAL FOR: THE KELLY FIRM PLC			10,094.83
TOTAL - ALL VENDORS			2,536,630.73

CITY COUNCIL MEETING

DATE: October 7, 2024

SUBJECT: Marina Proposal Preliminary Engineering

SUMMARY: The City of Grosse Pointe Park, like most communities, experienced the high water levels of the Great Lakes in 2019 and 2020. This led to a vast array of issues for marinas to deal with, such as the changing high water and shoreline. Discussion then took place among the Council, the Recreation Commission, the Marina Subcommittee and the greater community about reviewing the marina and coming up with a long-term plan. In 2021, a Condition Assessment was done by an outside engineering firm, Hubbel Roth and Clark, which provided a verification of the concerns ongoing with the marina and future maintenance issues the City would have to address.

The City consulted with other Grosse Pointe communities who had previously completed significant marina upgrades and a recommendation was made to work with Abonmarche Engineering. Abonmarche has completed an initial site evaluation and condition assessment, a community survey which was sent to the marina well holders, and a conceptual development plan. If approved, this preliminary engineering proposal will fine tune the exact cost of a future marina upgrade, with the intention of bidding out the project in the summer of 2025, and beginning construction in fall of 2025.

Work completed within the last two years on the Marina

- Dock Riser Removal
- Main Pier Break Wall Painting
- Pex Water Line Installation
- Rub Rail Replacement, Repairs, and Bracket Installation
- Additional Wi-Fi coverage
- Inspection of Piers 1 and 2, Breakwater Walls and Seawalls
- Bulkhead entrance and exit seawalls and main pier inspected

To be completed

- Hydrographic Survey (Winter or Spring)
- Preliminary Engineering Proposal

FINANCIAL IMPACT: $89,250

RECOMMENDATION: Motion to approve the Proposal for Preliminary Engineering to Abonmarche and accompanying budget resolution

PREPARED BY: Chad Craig, Parks & Recreation Director
Nick Sizeland, City Manager

September 26, 2024

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

Re: Proposal for Preliminary Engineering (Revision 3)
City of Grosse Pointe Park - Windmill Pointe Park Marina

Dear Mr. Sizeland:

Abonmarche is excited to present this proposal for preliminary engineering services for the redevelopment of the Windmill Pointe Park (WPP) Marina. Per our discussions with City Staff, the scope herein will initiate the first phase in the marina's redevelopment.

This proposal revision has been updated to include an overview of the project vision discussed with City staff on September 4. It is intended to provide a summary of where the project is now, what has been completed, and what is currently anticipated.

Figure 1: Oblique Aerial, Courtesy Marinas.com

PROJECT UNDERSTANDING

We understand the City of Grosse Pointe Park (GPP) plans to meet current codes; to modernize the existing marina facility and utilities; and to enhance docks for community boaters. Abonmarche is familiar with dock manufacturers, marine contractors, and the

regulatory/code requirements that impact the design/construction of marinas. Abonmarche looks forward to the opportunity to assist GPP with this important project.

In 2023, the long term marina plan (Concept 3) was developed and confirmed by the City and Phase 1 will follow the overall framework of the plan. Designs will also need to consider resiliency and survival of future high water level cycles. Upland access pathways and dock superstructure elevations will consider the eventual return of high water levels during the design life of the project.

Priorities for the initial phase include the following:

- Replacement of Pier 1 finger piers
- Replacement or Pier 2 superstructure (no change in configuration)
- Pier 1 & Pier 2 – new potable water and electrical, both upland and on docks
- Upland potable water and electrical schematic design for all Piers (pier 3-5 dock utilities excluded from this phase)

Per the meeting on September 4, Abonmarche now understands that the City intends to proceed with the replacement of Piers 1-5 over a single, multiple-construction phase project, if feasible, in addition to associated upland utility and land-side improvements.

PROJECT STATUS/WORK COMPLETED

- Initial Concept, development of master layout — Completed September '23
- Initial opinions of probable construction cost — Completed November '23
- Dive Evaluation (UCC) & Summary — Completed May '23
- Hydrographic Survey (pile locations/basin depths) — Likely late '24 or spring '25
    - *Task dependent upon vegetation conditions and ice (early spring is best)*
    - *This task was authorized in 2024, but after the aquatic vegetation had quickly grown in the spring.*

SCOPE OF SERVICES

We propose the following Scope of Services:

Task 1 – Project Initialization Meeting

The Abonmarche team will coordinate an in-person kick-off meeting with City staff to establish a project schedule and key milestones. We will confirm the project intent and inventory available data from previously completed tasks. This meeting will be planned to coincide with the structural evaluation in Task 2 below.

Deliverables

- Meeting summary

Task 2 – Site Structural Evaluation

Abonmarche structural staff will visit the site to review the general condition of Piers 1 through 5 where observable, to ascertain the general condition and potential configurations of framing and piling connections. During the site visit, we will also evaluate the condition of the above-water portions of the bulkhead which follows the landform from Pier 1 to its eventual connection to the westerly entry breakwall.

Deliverables

- Letter-format evaluation with photos

Task 3 – Topographic Survey

Abonmarche will coordinate the collection and mapping of topographic survey data that will be needed to plan upland utility and accessibility improvements to the marina. Pending availability, Abonmarche may coordinate with a local subconsultant to complete the topographic survey.

The survey will include trees, fences, visible utility features, walkways, pavement, seawalls, and other site components. Surface elevations will be collected with enough density to depict the overall surface within the upland park area. The deliverable will include a PDF and CAD version of the topographic survey with one foot contours and appropriate symbols and labels. During the survey, control points and benchmarks will be set on site for future use during construction. The approximate survey limits are depicted below in Figure 2.

Deliverables

- Topographic survey drawing (PDF format and DWG file)

***Figure 2*: Windmill Pointe Marina; survey limits delineated with yellow dashed line (approx. 3.5 AC)**

Task 4 – Multibeam Hydrographic Survey (Seaworks Group, LLC) - excluded

Task 4 was originally proposed as part of Abonmarche's scope with a subconsultant. Due to timing, the City approved a direct agreement with Seaworks, but the timing of the approval and 2024 vegetation growth has prevented completion of this Task.

Original scope excerpt (for reference only): Abonmarche will subcontract Seaworks, LLC, who will perform a hydrographic survey within the marina basin. The survey will identify obstructions for the marina improvement project and map the locations of piles which may be re-used as the superstructures of the docks are improved. The survey area measures approximately 700' by 900' and water depths are expected to range between 3' and 10'.

Sidescan sonar will be used to generate a high-resolution image of the harbor bottom. This objective is to identify pilings in need of demolition, particularly those

that were cutoff below the waterline. Sidescan sonar does not collect bathymetric data, only image data. Seaworks will also use multibeam sonar for full coverage bathymetric data, as well as scanning of vertical walls where they are accessible within the limitations of the equipment.

All work will conform to US Army Corps of Engineers EM1110-2-1003 Hydrographic Survey Manual standards. Work will be supervised by a National Society of Professional Surveyors/Hydrographic Society of America (NSPS/THSOA) Certified Hydrographer. Please note that this work must occur in early spring to minimize the risk that submerged vegetation will affect the quality of the data.

Deliverables

- *High-resolution image of harbor bottom (sidescan sonar)*
- *Bathymetric survey drawing in color (multibeam sonar)*

Task 5a – Dive Investigation Coordination (Abonmarche scope only - completed)

A dive investigation was completed in 2024, under a direct agreement between Underwater Construction Company (UCC) and the City. Task 5a was originally proposed to account for Abonmarche's efforts to seek proposals and coordinate this effort. These efforts were completed by Abonmarche at the time in good faith, and the originally proposed Task 5a remains within this proposal to formalize the work and to allow Abonmarche to invoice for efforts completed.

Original scope excerpt (for reference, now completed): As discussed, Abonmarche will seek proposals from others to conduct an underwater dive investigation. The scope of work may vary based upon the City's budget and priorities. Therefore, Abonmarche will coordinate with at least two dive consultants to provide options to the City. The Task 5a scope of work herein is limited to Abonmarche's coordination efforts and review of the reports generated. The task budget is based upon Abonmarche's experience with other similar dive scopes.

Task 6 – Preliminary Engineering

Abonmarche will utilize findings in the structural assessment report, hydrographic survey data, and the results of the dive investigation to prepare preliminary design drawings for the overall project. These drawings will include existing and proposed preliminary site plans, basic grading and dimensional information, and concept utility layout. It is anticipated that a schematic potable water and electric design will

be needed for the full build project. Drawings will also include preliminary cross sections and typical details, where necessary, to depict the design relative to potential future high water conditions.

In order to control preliminary engineering scope and cost, this scope assumes that only typical structural details will be prepared to illustrate how a new superstructure will be connected to existing steel piles. We also assume that typical structural details will not vary significantly from pier to pier. If specialized connection details are needed for each pier, Abonmarche will discuss additional scoping with the City, or propose deferring the work until a final design phase (currently excluded) is authorized. Abonmarche's original proposal included only Piers 1 and 2, but we understand that all piers should now be included in this task, per the latest discussions/indications.

An opinion of probable construction cost will also be prepared based upon market construction costs and bids received on other similar projects within the Great Lakes.

The preliminary plans and cost opinion will be presented to City staff. Input regarding refinements to the plans will be collected and addressed in an updated drawing set and cost opinion. The updated preliminary drawings will then be utilized in the preparation of Task 7. A technical design summary memorandum will be prepared to document the intent and basis upon which the preliminary design is based.

Deliverables

- Preliminary drawings
- Technical design summary memorandum
- Full-build project schematic design – electric and potable water

Task 7 – Joint Permit Application

Abonmarche will prepare a Joint Permit Application (JPA) package for submittal to the State of Michigan Department of Environmental, Great Lakes, & Energy (EGLE) and to the U.S. Army Corps of Engineers (USACE). The JPA package will include a complete MiEnviro application and 8.5"x11" format permit drawings. Prior to submittal, a draft package will be provided to the City of Grosse Pointe Park for review.

This task excludes local permit applications such as City building permits or County SESC permits. These tasks should be pursued during final design and when the project is nearly ready for bidding.

Deliverables

- Joint permit application package – JPA, Letter of Authorization
- 8.5" x 11" format permit drawings

Task 8 – Permit Processing (EGLE/USACE)

Abonmarche will respond to agency follow-up requests, attend meetings, prepare drawing revisions, and complete other efforts necessary to respond to agency concerns and questions. This proposal assumes that the regulatory process will be straightforward with minimal agency concerns and is proposed as a budget, subject to regulatory needs.

OVERALL PROJECT SCHEDULE VISION (subject to change)

The following outline is intended to illustrate the potential timeframe for the project as a whole, including short term detail and long term timeframe projections. This schedule will change based upon regulatory process, City decisions, community input, funding, and other components that are outside of Abonmarche's control.

October '24: City review of scope/proposal

- City approves Preliminary Engineering scope of work

October/November '24: Initiate scope

- Abonmarche on site meeting/structural evaluation late Oct./early Nov.

November '24 – January '25: Preliminary engineering scope

- Preliminary plans for Piers 1-5 and related upland improvements

- Schematic/typical structural details
- Schematic water and electrical layout for new marina utilities
- Schematic grading plan for land-side walkway connections
- Opinion of probable construction cost updates
- Prepare Joint Permit Application for City review
    - Permit Processing timeline begins, likely extends into mid/late 2025

January-March 2025 – Funding/Scoping/Phasing

- City evaluates budgets, funding, phasing
- Abonmarche prepares scope for final design, bid assistance, construction administration

April 2025-August 2025 – Final Design/Bid Process/Contract Award (excluded from this proposal)

- Prepare detailed bid plans, specifications, and contract documents
- Bid process
- Contract award

October 2025-May 2026 – Construction Phase I

- May include upland site and utility work for all Piers
- Pier replacement – 1-2 of the 5 total piers, including demolition, superstructure replacement, and dock utilities

June 2026-Sepember 2026 – Boating Season 2026

- Marina open, new docks and utilities for 1-2 of piers, remainder of piers available for use
- If needed, could consider allowing upland work to continue – may result in better bids initially if this flexibility is possible; consider community park events, etc.

October 2026-May 2027 – Construction Phase II

- Complete remainder of construction scope

SCHEDULE & MEETINGS

If this proposal is approved in October, Abonmarche will begin the scope of work in late October. We will work with you to identify an appropriate schedule for each task herein, pending the City's desired timeframes and weather conditions. The project schedule is also subject to regulatory process, which typically takes 3-6 months and sometimes longer.

The scope of work herein assumes up to two site meetings, including the structural evaluation and design review meeting. 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 parcel information. The following services are specifically excluded from this proposal. If a need is identified, Abonmarche is available to provide a proposal at your request.

- Dive Investigation – this work was completed under a direct agreement between the dive consultant (UCC) and the City of Grosse Pointe Park.
- Boundary survey
- Soil borings – geotechnical or environmental
- Wetland delineation or other special environmental studies; dive inspections (to be handled via a direct contract between City and dive consultant)
- Final design/bid documents/bidding/construction administration

  Once the preliminary design is completed and the permit process begins, Abonmarche will prepare a proposal for final design, bidding, and construction administration.

  Note: For planning purposes, typically, the total for professional fees (design, permitting, construction administration) will range from 15% to 20% of the total project cost, excluding special investigations.

FEES

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

Task 1 – Initiation Meeting	$ 1,350
Task 2 - Structural Evaluation	$ 9,500
Task 3 – Topographic Survey	$ 5,500
Task 4 – Hydrographic Survey	(Excluded)
Task 5a – Dive Investigation Coord. (Abonmarche Scope Only)	$ 2,500
Task 6 – Preliminary Engineering	$ 57,300
Task 7 – Joint Permit Application	$ 7,600
Task 8 – Permit Processing Budget (Time and Materials) [1]	$ 5,500
Total Fee:	**$ 89,250**

1. Task 8 - permit processing will be billed on a time and materials basis at our standard hourly rates. Typically, a straightforward permit processing fee range would be $5,000 to $8,000 for this type of project.

Your authorization of our standard professional services agreement (attached) will authorize us to begin 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
Sr. Project Manager/Waterfront Group Director

Timothy R. Drews, PE, PTOE, RSP
Vice President

cc: Martin Rivas, PE, Coastal Engineer
Chad Craig, Parks & Recreation Director
Tom Fraser, Harbormaster

Attachments: Professional Services Agreement
Abonmarche Standard Rates

Professional Services Agreement

Abonmarche Project Number: _____

AGREEMENT between (Client name), City of Grosse Pointe Park (Date) _____

(Client address) 15115 East Jefferson Avenue, Grosse Pointe Park, MI 48230 (Phone) _____

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

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: 95 W. Main Street, Benton Harbor, MI 49022

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

(Project Name) WIndmill Pointe Park Marina - Preliminary Engineering (Location) Grosse Pointe Park, MI

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

(Scope of work) See attached proposal dated 9/26/2024

(Project schedule) See attached proposal dated 9/26/2024

(Special Provisions) See attached proposal dated 9/26/2024

Abonmarche's proposal/work plan, dated 9/26/2024 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) See attached proposal dated 9/26/2024

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:** Timothy R. Drews, PE (Digitally signed by Timothy R. Drews, PE DN: C=US, E=tdrews@abonmarche.com, O=Abonmarche Consultants, Inc., CN="Timothy R. Drews, PE" Date: 2024.09.26 14:48:14-04'00')
Signature:	Printed Name:	Printed Name: Timothy R. Drews
Printed Name:	Date of Birth:	Title: Vice President
Date Signed:	Driver's License #:	Originating Office: Abonmarche Consultants, Inc. 95 W. Main Street Benton Harbor, MI 49022
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 $ 0 (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 not withstanding 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	$260-280
Senior Project Engineer/ Manager/ Group Director	$180-210
Project Engineer / Project Manager	$135-185
Staff Engineer	$100-140
Landscape Architect	$100-140
CADD Technician	$85-115
Senior Construction Technician/Construction Technician/ Office Technician	$65-115
Electrical Engineer	$100-165
Mechanical Engineer	$105-175
Structural Engineer	$135-210
Senior Urban Planner	$130-140
Urban Planner	$100-110
Engineering Intern	$50-65
Architecture	
Lead Architect	$180-200
Senior Licensed Architect/Project Manager	$140-180
Project Architect/Project Manager	$140-150
Architectural Draftsman/Designer	$100-135
Interior Designer	$90-115
Architectural Intern	$70-95
Surveying	
Senior Surveyor/Project Manager/Group Director	$140-155
Project Surveyor	$125-135
Survey Crew Manager	$110-125
Survey Crew Chief	$85-120
Survey Technician	$70-100
CADD Technician	$80-105
Digital Services	
Group Director	$215
GIS Specialist/Analyst	$120-130
Auxiliary Services	
IT Support Technician/Manager	$140-185
Administrative/Executive Assistant/Graphic Designer/Grant Specialist	$70-95
Development Services Professionals	$100-200

Effective 04/01/2024 Rates Subject to Change

STATE OF MICHIGAN

COUNTY OF WAYNE

CITY OF GROSSE POINTE PARK

Resolution to amend the FY2024-2025 Budget – Preliminary Engineering Windmill Pointe Park Marina

At a regular meeting of the City Council for the City of Grosse Pointe Park (the "Council"), held at City Hall located at 15115 E. Jefferson Ave, Grosse Pointe Park, MI 48230 at 7:00 p.m. on October 7, 2024, the following resolution was offered:

Present Members:

Absent Members:

Motion by Councilmember _____seconded by Councilmember _____to adopt the following resolution:

WHEREAS, the Uniform Budgeting and Accounting Act requires that a City Council prepare a budget amendment as soon as it is apparent that a deviation from the original budget is necessary and the amount can be determined; and,

WHEREAS, the referenced amendments are reflective of activity incurred in the General Fund since the adoption of the FY2024-2025 budget approved on May 13, 2024, and;

WHEREAS, The City Council of Grosse Pointe Park was presented with a proposed budget amendment for Fiscal/Calendar Year 2024-2025, and;

WHEREAS, the City Council is satisfied with proposed budget amendment; and,

WHEREAS, the City Council authorizes Abonmarche Proposal for Preliminary Engineering in a total amount not to exceed $89,300, and;

WHEREAS, the Council authorizes the Finance Director to appropriate Marina Fund net position balance in the amount of $89,300 to 594-545-815.000 Professional – Engineering Services account, and;

NOW, THEREFORE BE IT RESOLVED that the City of Grosse Pointe Park Council Members hereby adopts resolution 2024-10-07 item # amending the FY 2024- 2025 budget by authorizing the Finance Director to appropriate from the Marina Fund's net position a balance in the amount of $89,300.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on October 7, 2024, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Clerk of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the 7th day of October 2024.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 7th day of May 2024.

_____
Bridgette Bowdler, City Clerk
City of Grosse Pointe Park