



AGENDA - City Council

DATE: March 10, 2025 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 February 3, 2025 Minutes
 - II. Committee & Commissions Report
 - III. Approve Switchgear Maintenance Proposals
 - IV. Social District Approval
 - V. Approval of Invoices over \$5,000
 - VI. Managers Report/Public Safety
- V. Public Comment (Agenda Items)
- VI. Approval of Regular Agenda
- VII. Unfinished Business
 - I. Purchasing Policy
 - II. Audit Clarity Discussion
 - III. Earned Sick Time Revision
 - IV. Trombly Update from Ad Hoc Committee
- VIII. New Business
 - I. Approval of Farmer's Market Lease
 - II. Schaap Theater Seat Purchase Approval
 - III. OHM 2025 (Fiscal Year 2026) Engineering Proposals - Paving and Water Main Projects
 - IV. Approve Jefferson Separation Construction Engineering Proposal
 - V. Sidewalk Program Contract Extension
 - VI. Commission Appointments
- IX. Council Comment
- X. Public Comment (Non-Agenda Items)
- XI. Closed Session
 - I. Pursuant to MCL 15.268(h)

XII. 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
February 03, 2025, at 6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:00 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 Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

EXCUSED: Mayor Hodges has been recused for Closed Session

ALSO PRESENT: City Attorney- Morgan Martin, City Manager- Nick Sizeland, City Clerk- Bridgette Bowdler, Public Safety Director- James Bostock, and City Engineer- Patrick Droze.

25-12

Motion by Councilmember McMillan, seconded by Councilmember Dreaver, to go into closed session.

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

NAYS: None

Motion Carries Unanimously

25-13

Motion by Councilmember Mayor Pro-Tem Caulfield, seconded by Councilmember Gallagher, to approve to go into open session.

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

NAYS: None

Motion Carried Unanimously

APPROVAL OF CONSENT AGENDA**25-14**

Motion by Councilmember Wiener, seconded by Councilmember McMillan, to approve the Consent Agenda

- I. Approval of January 13, 2025, Minutes
- II. Committee & Commissions Report
- III. Receive Planning Commission 2024 Annual Report and 2025 Work Plan
- IV. Approval of Poverty Exemption Guidelines
- V. Black History Month Resolution
- VI. CDBG Allocation for Fiscal Year 2025
- VII. City Manager/Public Safety Report
- VIII. Invoices over \$5,000

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

NAYS: None

Motion Carries Unanimously

PUBLIC COMMENT (AGENDA ITEMS):

6 public comments were made.

25-15

Motion by Mayor Pro-Tem Caulfield, seconded by Councilmember Wiener, to approve the amended agenda with VII added, Amendment and Supplement to Employee Benefits policy.

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

NAYS: None

Motion Carries Unanimously

UNFINISHED BUSINESS: NONE

NEW BUSINESS:

25-16

Motion by Councilmember McMillan, seconded by Councilmember Gallagher, to accept the Public Safety Annual Report as presented.

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

NAYS: None

Motion Carries Unanimously

25-17

Motion by Councilmember Wiener, seconded by Mayor Pro-Tem Caulfield to approve the Jefferson Sewer Separation Agreement between the City of Grosse Pointe Park and the Urban Renewal Initiative Foundation. Award the contract to Pamar, approve the budget resolution and authorize the City Manager to execute the same.

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

NAYS: None

Motion Carried Unanimously

25-18

Motion by Councilmember Wiener, seconded by Councilmember Kolar, to award the bid for the Jefferson Sewer Separation Agreement to Pamar Enterprises.

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

NAYS: None

Motion Carries Unanimously

25-19

Motion by Councilmember Weiner, seconded by Mayor Pro-Tem Caulfield, to adopt a resolution to amend the budget and authorize the City Manager to execute the same.

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

NAYS: None

Motion Carries Unanimously

25-20

Motion by Councilmember Weiner, seconded by Councilmember Kolar, to recuse Mayor Hodges for the DDA Property Request.

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

NAYS: None

Motion Carries Unanimously

25-21

Motion by Councilmember Weiner, seconded by Councilmember Gallagher, to consider the proposed request from the Grosse Pointe Park Downtown Development Authority to transfer the property of 15175 Jefferson or allow the DDA to construct the parking lot on City Property.

Mayor Hodges is recused

AYES: None

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

Motion Denied

25-22

Motion by Councilmember Wiener, seconded by Councilmember Dreaver, to approve the Interlocal Agreement for Joint Senior Services.

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

NAYS: None

Motion Carries Unanimously

25-23

Motion by Councilmember McMillan, seconded by Councilmember Weiner, to approve to appoint Mayor Michele Hodges for a three-year term as the City representative to the Active Adult Commission.

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

NAYS: None

Motion Carries Unanimously

25-24

Motion by Councilmember Wiener, seconded by Councilmember Dreaver to approve the formation of an ad hoc committee of this Council for the purpose of furthering the advocacy effort aimed at restoring Trombly School to a vibrant part of the community to be comprised of city staff, council, district, and commission representatives of the board of education and residents and charged with developing proposals and recommendations for transforming Trombly for this Council to consider further and to report regularly on its progress.

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

NAYS: None

Motion Carries Unanimously

25-25

Motion by Councilmember McMillan, seconded by Councilmember Wiener, to approve the following appointments to the Recreation Commission:

Appointments

Roger Basse

1-year term expiring in 2025

Paul O'Donnell

2-year term expiring in 2026

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

NAYS: None

Motion Carries Unanimously

25-26

Motion by Councilmember Wiener, seconded by Councilmember McMillan, to approve the Resolution to adopt revisions to the Employee benefit manual regarding the addition of Other Fringe Benefits policy and an Addendum to the City benefits manual, regarding implementation of an Addendum regarding Earned Sick Time, effective February 21, 2025, pursuant to the Earned Sick Time Act, and authorize the City Manager to execute and the Clerk to file the same.

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

NAYS: None

Motion Carries Unanimously

PUBLIC COMMENT (NON-AGENDA ITEMS)

0 Public Comments were made.

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, Dreaver, McMillan and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

With no further business, the meeting adjourned at 9:41 p.m.

Bridgette Bowdler - City Clerk
Danielle Caudill- Deputy City Clerk

Grosse Pointe Park Infrastructure General Updates and Status Report March '25:

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

Infrastructure Meeting and Water Reliability Study

The Infrastructure Committee is looking to schedule the next quarterly meeting sometime at the end of March beginning of April. One of the main focal points of the meeting will be the first review of the water reliability study which was conducted for the city. This will be a major jumping off point for much of the cities longer-term infrastructure and capital planning.

Lead Service Surveys and Sewer Scoping/Cleaning

Despite the cold weather, sewer scoping and cleaning is still continuing at pace. There will be quantifiable updates included in the state of the city address, but the progress up to this point has been good.

Jefferson Sewer Separation

In the February Council meeting the Jefferson Separation project was authorized. The project is high priority and will begin as soon as weather is permitting, with a targeted completion of mid summer. This is the largest separation project available to Grosse Pointe Park and will make tremendous strides in the overarching goal of continued drying of the system to protect residents from potential flooding, it is important to note that Grosse Pointe Park efforts to dry systems also takes pressure off of the Detroit River Interceptor and in so doing helps protect residents in neighboring communities as well. This project was made possible with financial support from the Schaap Center.

Street Paving Bids

The City has begun to receive back bids for paving Charlevoix from Berkshire to 3 Mile, Back Windmill Pointe Parking Lot by and will bring recommendations selecting a contractor to city council, hopefully in the March meeting.

Pump Station Maintenance

The city preventative maintenance for the pumping stations is on track, with some of the larger projects already completed with the rest being scheduled, there are no concerns at the moment and systems will be ready for the beginning of the rainy season.

EERV Dedication Plaque

The city is just waiting for some consistent nice warm weather in the coming months to schedule the installation and dedication plaque acknowledging all of the support that made that infrastructure project possible.



CITY COUNCIL MEETING

DATE: March 10, 2025

SUBJECT: Approve Switchgear Maintenance Proposals

SUMMARY: As part of the City's commitment to ongoing regular maintenance, proposals for electrical maintenance have been solicited for work on the Jefferson and Patterson Park Pump Stations. The work includes testing and cleaning of the various switchgears, transforms, and certain motors and cables. RESA Power Services has completed satisfactory work on both pump stations in the past, and is familiar with the equipment.

FINANCIAL IMPACT: \$47,600, funds are available in the Fiscal Year 2025 budget to complete this work.

RECOMMENDATION: Motion to accept the quotes from Resa Power Services.

PREPARED BY: Tom Jenny, Director of Public Works

50613 Varsity Ct. Wixom, MI 48393 Office: (248) 313-6868 - Fax: (248) 313-6869

January 16, 2025

Proposal No. #250019

Mike Krause

City of Grosse Pointe Park
15115 E. Jefferson
Grosse Pointe Park, MI 48230
Mobile: (586) 634-9135
electrical@grossepointepark.org

Project: Grosse Pointe Park – Patterson Park Switchgear Maintenance 2025

Thank you for inviting **RESA Power Services** to submit this proposal to Provide NETA Testing & Maintenance Services for your Patterson Park Pump Station main electrical equipment located at 16006 Essex Dr. in Grosse Point Park, Michigan.

RESA Power Services is an independent testing organization which functions as an unbiased testing authority, professionally independent of the manufacturers, suppliers and installers of equipment or systems, evaluated by our testing firm. **RESA Power Service** meets federal OSHA criteria for accreditation of testing laboratories, Title 29, parts 1907, 1910 and 1936. **RESA Power Service** is an independent testing organization defined by OSHA Title 29, 1936 and the International Electrical Testing Association (NETA).

Item #1

Outdoor Medium Voltage Switchgear

Perform NETA Testing & Cleaning Services on the following outdoor equipment:

- Qty. 8 - Sections of S&C Outdoor Rated Medium Voltage Switchgear
- Qty. 3 - Electrically Operated Loadbreak Switches (Main-Tie-Main)
- Qty. 2 - Cable Transition Cabinets (MCC-1 & MCC-2)
- Qty. 2 - DTE Metering Sections
- Qty. 1 - Manually Operated Loadbreak Switch
- Qty. 3 - MV Cable VLF/TD Testing (MCC-1, MCC-2 & H.S. Transformer)
- Qty. 1 - Oil Filled Transformer Inspection & Annual Oil Sample Analysis

Explanation of Services:

A DTE Utility outage will be required to perform this work on the Main switch compartments. A request would be put in for DTE to provide Red Tag Protection on either the PL29T or PL66T service prior to the shutdown day. This would allow service to be performed on all sections of the switchgear EXCEPT the opposite main because the cables will be hot from DTE. At another outage a shutdown of 2-4 hrs. will be required to service the opposite main switch after DTE swaps their feeds and provided Red tag protection again. There will be 2 separate shutdowns to complete this work as a whole. All work is expected to take place on Straight time during normal business hours. No charges from the utility should be accrued if the job is to be performed during normal business days 8am to 4pm.

The cost to provide the above-mentioned services will be:

\$10,800.00

TOTAL @ THREE MILE
\$35,850.00

Item #2**Indoor Medium Voltage Starter Switchgear**

Perform NETA Testing & Cleaning Services on the following outdoor equipment:

- Qty. 6 – Medium Voltage Motor Starters
- Qty. 6 – Digital Relays for Motor Starters
- Qty. 6 – Digital Relays for Motor Starters

The cost to provide the above-mentioned services will be:

\$13,750.00

Item #3**Outdoor Medium Voltage Motors & Cables**

Perform NETA Testing & Cleaning Services on the following outdoor equipment:

- Qty. 6 – Medium Voltage Motors
- Qty. 6 – Sets MV Cables

The cost to provide the above-mentioned services will be:

\$11,300.00

Terms & Conditions:

1. This price does not include any applicable federal, state or local sales tax.
2. Payment terms are “net 30” days. Overdue accounts will be charged interest at a rate of 1 ½% per month
3. All work quoted to be done Mon-Fri 7am to 3pm

At the completion of the physical portion of the project and upon engineering review, you will be furnished copies of all test data. A written engineering report, including appraisals of our findings with appropriate recommendations will be provided to the facility. If you have any questions regarding this proposal, its costs or its approach, please reach out to me at 734-365-3327.

Sincerely,

RESA Power Services – Wixom, MI

Adam Malloy

Technical Service Manager/NETA Level III Technician

50613 Varsity Ct. Wixom, MI 48393 Office: (248) 313-6868 - Fax: (248) 313-6869

January 16, 2025

Proposal No. #250017

Mike Krause
City of Grosse Pointe Park
15115 E. Jefferson
Grosse Pointe Park, MI 48230
Mobile: (586) 634-9135
electrical@grossepointepark.org

Project: Grosse Pointe Park - Jefferson Pump Station - Switchgear Maintenance

Thank you for inviting **RESA Power Services** to submit this proposal to Provide NETA Testing & Maintenance Services for your Pump Station main electrical equipment located at 15115 E. Jefferson in Grosse Point Park, Michigan.

RESA Power Services is an independent testing organization, which functions as an unbiased testing authority, professionally independent of the manufacturers, suppliers and installers of equipment or systems, evaluated by our testing firm. **RESA Power Service** meets federal OSHA criteria for accreditation of testing laboratories, Title 29, parts 1907, 1910 and 1936. **RESA Power Service** is an independent testing organization defined by OSHA Title 29, 1936 and the International Electrical Testing Association (NETA).

Proposal

Indoor Medium Voltage Switchgear & Transformers

Perform NETA Testing & Cleaning Services on the following Indoor equipment:

Qty. 3 - Oil Filled Transformer Samples (Bank)

Qty. 1 - Oil Filled Padmount Transformer Sample

Qty. 1 - Lot of IR Scanning Main Gear & all Transformers (ATS's & Office Bldg. Also)

P.L. 29T WAYBURN Cubicle

Qty. 1 - ICR53B Relay Phase Sequence & Undervoltage Relay

Qty. 3 - IBC52M1A GE Directional Overcurrent Relays

P.L. 66T WAYBURN Cubicle

Qty. 1 - ICR53B Relay Phase Sequence & Undervoltage Relay

Qty. 3 - IBC52M1A GE Directional Overcurrent Relays

Transformer Bank #2 Cubicle

Qty. 2 - IFC53B Relays Overcurrent Relays

Motor Control Center Cubicle

Qty. 2 - IFC53B Relays Overcurrent Relays

Note: 2 Relays failed testing on the last recorded maintenance. These relays will be checked for functionality but should be replaced in the near future. We will perform Auto Testing of Main Switchgear from Main to Main and back to verify operation.

The cost to provide the above-mentioned services will be:

\$5,600.00

TOTAL @ JEFFERSON

11,750.00

50613 Varsity Ct. Wixom, MI 48393 Office: (248) 313-6868 - Fax: (248) 313-6869

Terms & Conditions:

1. This price does not include any applicable federal, state or local sales tax.
2. Payment terms are "net 30" days. Overdue accounts will be charged interest at a rate of 1 ½% per month
3. All work quoted to be done Mon-Fri 7am to 3pm

At the completion of the physical portion of the project and upon engineering review, you will be furnished copies of all test data. A written engineering report, including appraisals of our findings with appropriate recommendations will be provided to the facility. If you have any questions regarding this proposal, its costs or its approach, please reach out to me at 734-365-3327.

Sincerely,

RESA Power Services – Wixom, MI

Adam Malloy

Technical Service Manager/NETA Level III Technician

January 16, 2025

Proposal No. #250018

Mike Krause
City of Grosse Pointe Park
15115 E. Jefferson
Grosse Pointe Park, MI 48230
Mobile: (586) 634-9135
electrical@grossepointepark.org

Dear Mr. Krause,

Project: Grosse Pointe Park – Jefferson Pump Station – Oil Breaker & Transformer Service

Thank you for inviting **RESA Power Services** to submit this proposal to Provide NETA Testing & Maintenance Services for your Pump Station main electrical equipment located at 15115 E. Jefferson in Grosse Point Park, Michigan.

RESA Power Services is an independent testing organization, which functions as an unbiased testing authority, professionally independent of the manufacturers, suppliers and installers of equipment or systems, evaluated by our testing firm. **RESA Power Service** meets federal OSHA criteria for accreditation of testing laboratories, Title 29, parts 1907, 1910 and 1936. **RESA Power Service** is an independent testing organization defined by OSHA Title 29, 1936 and the International Electrical Testing Association (NETA).

Oil Circuit Breaker Testing & Maintenance Services

Circuit Breakers to be Serviced:

- P.L. 29T WAYBURN
- P.L. 66T WAYBURN
- Transformer Bank #2
- Motor Control Center Cubicles

Service to be performed:

- De-Energize Allis Chalmers Solenoid Operated Breaker
- Removal from Cell with Breaker Cart (onsite)
- Utilize the Oil Breaker Lift to Lift Breaker Contacts out of Tank (onsite)
- Perform Contact Inspection & Cleaning
- Perform Closing & Opening Operations Manually (Handle Onsite)
- Perform Contact Resistance Testing
- Perform Insulation Resistance Testing
- Wire in Test Stand to DC System & Check Electrical operation (If Necessary)
- Pull Oil Sample & Replace Oil Taken from breaker

In order to utilize the test stand, DC system would have to be wired into the Test Stand control box fuse block. This may require moving the test stand closer to the Switchgear Room & utilizing Jumper cables to feed Test Set. Operations will be tested in the Cubicle when De-Energizing/Re-Energizing unless repairs are required to the breaker.

The Breakers will be cleaned & tested per NETA MTS 2019 Specifications. Note: Recommend performing this maintenance in conjunction with the Relay Testing.

Oil Filled Transformer Testing & Maintenance Services

Circuit Breakers to be Serviced:

- Padmount Transformer (Main Level)
- 3 Single Phase Transformer Cans (Sub Level)

The total cost to perform all work will be:

\$6,150.00

Terms & Conditions:

1. This price does not include any applicable federal, state or local sales tax.
2. Payment terms are "net 30" days. Overdue accounts will be charged interest at a rate of 1 ½% per months
3. Work quoted to be performed Mon-Fri 7am to 3pm

At the completion of the physical portion of the project and upon engineering review, you will be furnished copies of all test data. A written engineering report, including appraisals of our findings with appropriate recommendations will be provided to the facility. If you have any questions regarding this proposal, its costs or its approach, please reach out to me at 734-365-3327.

Sincerely,

RESA Power Services – Wixom, MI

Adam Malloy

Technical Service Manager/NETA Level III Technician



CITY COUNCIL MEETING

DATE: March 10, 2025

SUBJECT: Social District Approval

SUMMARY: The City of Grosse Pointe Park established a social district in 2020, allowing various eligible establishments to participate through a permitting process regulated by the Michigan Liquor Control Commission. The City has received a request to transfer the social district permit from Excalibur Park LLC to Excalibur Park GP LLC. This transfer requires approval by the City Council.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Adopt the resolution approving the transfer of the social district permit.

PREPARED BY: Warren Rothe, Assistant City Manager

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

**RESOLUTION
REGARDING LOCAL GOVERNMENTAL UNIT APPROVAL FOR
SOCIAL DISTRICT PERMIT**

At a regular meeting of the City Council of the City of Grosse Pointe Park, Wayne County, Michigan (the “City”), held on _____, 2025.

PRESENT:

ABSENT:

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

WHEREAS the City has previously authorized the establishment of a social district through the Michigan Liquor Control Commission; and

WHEREAS a facility located within the social district, Excalibur Park Bar, is being transferred to new ownership; and

WHEREAS when a facility that sells alcoholic beverages is located within a social district and ownership of that facility is transferred, the Michigan Liquor Control Commission requires the local unit of government to consider recommending approval of that transfer.

NOW, THEREFORE BE IT RESOLVED that the City of Grosse Pointe Park has considered the Application from Excalibur Park GP, LLC for a social district Permit and recommends the Application for consideration for approval by the Michigan Liquor Control Commission.

RESOLUTION DECLARED ADOPTED.

YEAS: _____

NAYS: _____

ABSTENTIONS: _____

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the City of Grosse Pointe Park, Wayne County, Michigan, on _____, 2025, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this _____ day of _____, 2025.

Bridgette Bowdler
Clerk of the City of Grosse Pointe Park

Vendor Code	Vendor Name	Description	Amount
Invoice			
005049	ABONMARCHE CONSULTANTS INC		
156637	MARINA ENGINEERING & EVALUATION JAN 2025		7,973.41
TOTAL FOR: ABONMARCHE CONSULTANTS INC			7,973.41
000377	BLUE WATER ENVIRONMENTAL		
12902	CLEANING OF THREE MILE STORM WATER PUMP STATION WET		46,297.50
TOTAL FOR: BLUE WATER ENVIRONMENTAL			46,297.50
000119	CITY OF GROSSE POINTE FARMS		
2025-00004	# 2Q:STATEWIDE/LOCAL 911 CONF EAST WAYNE		6,971.15
TOTAL FOR: CITY OF GROSSE POINTE FARMS			6,971.15
000126	CITY OF GROSSE POINTE WOODS		
2025-00004	#2 Q:STATEWIDE/LOCAL 911 CONF EAST WAYNE		11,325.72
TOTAL FOR: CITY OF GROSSE POINTE WOODS			11,325.72
000130	CITY OF HARPER WOODS		
2025-00004	# 2Q:STATEWIDE/LOCAL 911 CONF EAST WAYNE		10,642.21
TOTAL FOR: CITY OF HARPER WOODS			10,642.21
003815	DETROIT SALT COMPANY LLC		
SI25-29733	ROCK SALT - STREET SALT		9,257.81
SI25-30510	ROCK SALT - STREET SALT		17,416.18
TOTAL FOR: DETROIT SALT COMPANY LLC			26,673.99
005327	DTE ENERGY		
9100 073 0970 1	JAN 2025 TOMPKINS COMMUNITY CENTER TOMPKINS 85% MAI		5,912.93
9100 073 1017 0	1000 MARYLAND PUBLIC SAFETY & CITY HALL JAN 2025		11,725.06
9100 075 0404 6	16010 ESSEX AVE (ICE RINK) JAN 2025		7,049.63
9100 214 2436 1	FEB 2025 15115 E JEFFERSON PUBLIC SAFETY 70 % & CIT		5,291.72
9100 4051 7450	CITY STREET LIGHTING JAN 2025		30,151.11
TOTAL FOR: DTE ENERGY			60,130.45
001511	EQUITABLE		
VOUCHER 523	PAY 02/14/2025- 457B EE & ER CONTRIBUTIONS		18,590.78
VOUCHER 524	PAY 02/28/25- 457B EE & ER CONTRIBUTIONS		18,590.77
TOTAL FOR: EQUITABLE			37,181.55
000347	GREAT LAKES WATER AUTHORITY		
CIN-0002584	SEWAGE DISPOSAL JAN 2025		165,900.00
CIN-0002792	JAN 2025 WATER USAGE - MONTHLY FIXED & VARIABLE CHG		116,555.35
TOTAL FOR: GREAT LAKES WATER AUTHORITY			282,455.35
000117	GROSSE POINTE CLINTON REFUSE		
000117	REFUSE DISPOSAL SERVICES - JAN 2025		15,632.19
TOTAL FOR: GROSSE POINTE CLINTON REFUSE			15,632.19
003734	GROSSO TRUCKING & SUPPLY CO		
13336	TRUCKING LEAVES OUT FROM LEAF PICKUP 11/08/24-12/17		57,000.00
TOTAL FOR: GROSSO TRUCKING & SUPPLY CO			57,000.00
005030	MCGRAW MORRIS PC		
13210	LEGAL SERVICES - JAN 2025 TIFA & DDA		12,025.00
TOTAL FOR: MCGRAW MORRIS PC			12,025.00
001362	OAKLAND COUNTY		
CI052699	CLEMIS MEMBERSHIP OCT - DEC 2024 & LIVESCAN & MUG C.		7,765.58
TOTAL FOR: OAKLAND COUNTY			7,765.58

Vendor Code	Vendor Name		Amount
	Invoice	Description	
001680	POINTE ALARM LLC		
	I-214653	Q 4 QTRLY SURVEILLANCE SVCS - JAN 2025	6,088.08
TOTAL FOR: POINTE ALARM LLC			6,088.08
003373	SPENCER OIL COMPANY		
	30677369-30678634	FUEL USAGE FOR DPW, PUBLIC SAFETY, PARKS & REC 12/1	9,936.12
TOTAL FOR: SPENCER OIL COMPANY			9,936.12
005301	STATE OF MICHIGAN		
	C7770	SOM MUNICIPAL COURT COLLECTIONS-JAN 2025	5,880.00
TOTAL FOR: STATE OF MICHIGAN			5,880.00
005549	STATE OF MICHIGAN		
	F12111	STATE OF MICHIGAN JAN 2025 WITHHOLDING TAX	30,843.92
TOTAL FOR: STATE OF MICHIGAN			30,843.92
005427	TAPLIN GROUP LLC		
	G703	CCTV & HEAVY CLEANING SEWERS - DEC 2024	39,692.50
TOTAL FOR: TAPLIN GROUP LLC			39,692.50
005002	THE KELLY FIRM PLC		
	5455	GENERAL LEGAL & PROSECUTIONS - JAN 2025	11,596.24
TOTAL FOR: THE KELLY FIRM PLC			11,596.24
TOTAL - ALL VENDORS			686,110.96



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

March 2025

Public Safety Update

Detroit Police 5th Precinct

I had the pleasure of meeting and had a meaningful discussion with the Commander of the 5th Precinct, Laurence Purifoy, last week. Commander Purifoy and Captain Scott Pellerito came to the Public Safety Department to introduce themselves as the new command staff at the 5th with the hope and expectations of having a quality working relationship between Grosse Pointe Park and DPD.

We were able to learn a lot about the direction the Detroit Police Department is heading, and I am excited to get to work with this team. Topics included crime trends, sharing resources, collaborating against crime and sharing investigative leads. We recognize that crime is not bound by man-made boundaries and that we are definitely stronger when we work together. One of the common issues we discussed was that of quality-of-life issues, in particular, loud parties and stray animals on our west end borders. The precinct has been tasked with monitoring known trouble locations over the past year and working in cooperation with other city officials (building inspectors, code enforcement) to nip these problems in the bud before they become an issue again.

We agreed to periodically check in with each other and look at combining efforts to some degree on our common boundary streets in an effort to show the public how we can work together to keep both Grosse Pointe Park and Detroit safe.

Public Safety Message

As a parent myself, I want to take this opportunity to remind other parents to be aware of who their children are speaking with online and in person. Online platforms can start innocently enough, but it can also be a place where those with less than noble intentions (predators) look for vulnerable people to take advantage of and groom to exploit their vulnerabilities or naivety. The earlier we open a dialogue with our children, the easier it is to communicate with them.

City Managers Report and Updates February 2025

GLWA Rates

The GLWA initially was proposing a 7.5 % increase for water and 5.5 % increase for sewer charges this year. The system-wide service charge increase has changed to 5.9 percent for the water system and 4.5 percent for the sewer system. This is the first year that GLWA's budget will exceed four percent as the *4% Promise* that was included in the organization's foundational documents ended with the current fiscal year.

2025 Spring Program Registration Information

We are excited to announce the return of spring programs this year. Registration is slated to open up starting Monday, March 10th at 8:00 AM. You can find more information such as dates, times, and locations of each program by visiting our CivicRec recreational homepage. If you would like to register online, please visit the [click here](#) button below where you will be taken to our new CivicRec homepage. On this page you will then click on the log in with email button where you will use the email address that you used with repro to login to your account.

If you are new to registering, you will have to reset your password by clicking the forgot password button. CivicRec will then send an email to your email address that was used in RecPro where you will confirm and validate your password so that you can then register online. If you need additional assistance with registering online, please call 313-822-2812 Ext. 300. You can also register in person at the Lavins Activity Center as well. Registration will end three days prior to the start of each program/activity/class. You do not want to miss out. We hope to see you all at the start of each program!

Bids for Street Projects

The City will be receiving bids back on Tuesday the 25th for Charlevoix from Berkshire to 3 Mile, Back Windmill Pointe Parking Lot by next Tuesday and will bring recommendations selecting a contractor to city council.

Free Movie Hidden Figures

The Community Engagement Committee had a free showing of Hidden Figures at the Schaap Theater on February 24th at 7pm as part of Black History Month Celebrations in the City.

American Red Cross Blood Drive

On March 4th from 12-6pm the American Red Cross will be at the Tompkins Center for a blood drive. For more information, please visit the city website

DPW Snow Removal

The Department of Public Works were very busy this past month with several major snowfalls, hats off to Tom Jenny and the DPW crew for clearing the streets and salting in a timely fashion and for their dedication.

Congressional Directed Spending

Senator Peters office is requesting municipalities submit projects for congressional directed spending under the departments of AG/FDA, Interior/Environment and Transportation/HUD.

Bids for IT Managed Service

The City will be receiving bids for IT Managed Services with bids due back by March 14th and will bring recommendations requesting selection of a contractor to city council.



CITY COUNCIL MEETING

DATE: March 10, 2025

SUBJECT: Purchasing Policy

SUMMARY: At the September 2024 City Council meeting the City Administration presented a policy regarding the city purchasing threshold with discussion and ideas on how to reformat and revise the policy. For background the City Code requirements governing purchases or contracts of \$5,000 or less and Purchases or contracts over \$5,000 requiring Council approval was last amended by the City Council 39 years ago in 1985.

With the current purchasing threshold of \$5,000, it has become very difficult for city departments to efficiently complete purchases, repair city equipment, and maintain city buildings and grounds when the City Council meets only once a month.

Changing the minimum purchase threshold for Council approval from \$5,000.00 to \$25,000 would adjust for inflation and enable City Administration to complete projects, make purchases and maintain the buildings and grounds more efficiently. Highlights of the policy include City Manager Approval of \$10,001 to \$25,000, City Administration Departments approve expenses of \$10,000 or under.

Council Threshold for Purchases			Source
City			
City of Grosse Pointe (1980)	\$5,000		City Code Sec. 2-98 can be changed by Ordinance and/or Resolution
Grosse Pointe Farms (2024)	\$20,000		Charter Sec. 8.8 can be changed by Ordinance and/or Resolution
Grosse Pointe Park (1985)	\$5,000		City Code Sec. 2-248 can be changed by Ordinance and/or Resolution
Grosse Pointe Shores (2008)	\$10,000		City Code Sec. 2-303 can be changed by Ordinance and/or Resolution
Grosse Pointe	\$10,000		City Charter Amendment Section 8.8 with future adjustments by Ordinance

Woods (2022)		
Harper Woods (2002)	\$5,000	City Code Sec. 2-83 can be changed by Ordinance and/or Resolution
Rochester (2017)	\$15,000	City Code Sec. 2-323 can be changed by Ordinance and/or Resolution
Farmington (2006)	\$10,000	City Code Sec. 2-458 can be changed by Ordinance and/or Resolution
Grand Ledge (2015)	\$25,000	City Charter Chapter 13 can be changed by Ordinance and/or Resolution
Port Huron (2021)	\$20,000	City Code 2-793 can be changed by Ordinance and/or Resolution
Bloomfield Township (2023)	\$35,000	In the form of Purchasing Policy
Lake Orion (2023)	\$50,000	City Code 34.04 can be changed by Ordinance and/or Resolution

It is my recommendation that the Council approve this policy and be incorporated into an ordinance as attached.

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Motion to approve the proposed amendments to Sections 2-596 and 2-597 of the Purchasing Procedure Ordinance, Chapter 2, Article V, Division 2, and authorize the City Clerk to publish in accordance with State law.

PREPARED BY: Nick Sizeland, City Manager

CITY OF GROSSE POINTE PARK
CITY MANAGEMENT POLICY
PURCHASING POLICY

CM-SOP-2025-03-10-0

Topic: Purchasing Policy
Type: Standard Operating Policy
Effective Date: 3/10/2025
Revision Date: N/A
Expiration Date: N/A – Until Retracted
Prepared By: City Administration

General Purpose:

The City of Grosse Pointe Park’s Purchasing Policy establishes guidelines for acquiring public goods and services to ensure maximum value at minimal costs. The policy governs the procurement process, from competitive solicitations to contract establishment, spending limits, and purchase authority rules. These rules comply with the City Charter, relevant ordinances, Michigan Compiled Laws (MCL), and Federal Uniform Guidance when subject to federal grant awards.

The Policy applies to all City personnel, management, elected officials, and committee or board members involved in purchasing goods or services using City funds. It aims to provide clear procedures for acquiring goods and services and ensure timely payment of invoices.

Objectives:

To establish a standard operating policy and procedure process that creates proper internal controls for the City’s management governing the purchases of all goods and supplies. To provide City management supervision over purchases, sales, or traded assets when conducting business on behalf of the City of Grosse Pointe Park.

- Ensure compliance with City, state, and federal regulations.
- Implement internal controls to manage and oversee purchases.
- Provide clear rules for the authorization and approval of purchases based on dollar thresholds.
- Ensure the City receives quality goods and services at competitive prices.

Definitions:

Contract. Any agreement with an individual or entity for the purchase of goods or services, including purchase orders (excluding collective bargaining agreements). Contracts can extend for multiple years with renewals.

MiDeal. The Michigan Department of Treasury (DTMB) MiDeal program that saves money and time processing bids by eligible organizations (local governments, schools, and non-profit hospitals) provides a selection of qualified contracts from a large vendor portfolio for various goods and services.

CITY OF GROSSE POINTE PARK
CITY MANAGEMENT POLICY
PURCHASING POLICY

CM-SOP-2025-03-10-0

Sole source. Purchases are made without a competitive bidding process. A vendor uniquely qualified based on expertise, technical qualifications, or constraints that make them the only viable option.

Qualified Vendors. A curated list of suppliers who have been evaluated and approved by the organization to provide specific goods or services, meeting quality and reliable pricing authorized for use for city procurement purposes.

Change orders. Modifications to a contract approved by the City Manager and/or City Engineer. City Council approval is required for change orders exceeding the specified threshold or 50% of the original contract value.

Professional services. Work by independent contractors with specialized knowledge in a specific area (e.g., legal, engineering, accounting). These may be procured without formal competition when the service requires unique expertise.

Methods of Solicitation:

Request for quote (“RFQ”). Informal solicitation without sealed bids, seeking quotes for goods/services over \$10,001 up to \$25,000 under the council dollar threshold. Procurement shall be awarded to the lowest responsible and responsive bidder as determined by the City Manager and Department Head.

Invitation to bid (“ITB”). Formal request for price quotations with specified terms for goods/services for purchases over \$25,001.

Request for proposal (“RFP”). Formal solicitation for professional services for purchases over \$25,001, considering multiple factors beyond price, where negotiations may be required.

Competitive bids. Acquisition of goods or services based on the lowest responsive bidder meeting all specifications for purchases over the dollar threshold of \$10,001. Except for competitive bids electronically submitted, competitive bids must be sealed when requested as such, within the bid specifications.

Lowest responsible and responsive bidder. In determining the lowest responsible and responsive bidder, in addition to price, the following factors shall be considered:

- Ability, capacity and skill to perform the contract
- Timeliness and compliance with bid specifications
- Vendor character, integrity, reputation and experience
- Previous performance and compliance with the laws
- That the bidder has not been debarred by the city within the last five (5) years.
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

The failure of a bidder to promptly supply information in connection with an inquiry from the city, the department head or their designee with respect to any of the provisions enumerated herein, may be grounds for a determination of no response, with respect to such bidder.

CITY OF GROSSE POINTE PARK
CITY MANAGEMENT POLICY
PURCHASING POLICY

CM-SOP-2025-03-10-0

Procedure for procurement:

Responsibility

The City is committed to purchasing quality goods and services at the lowest cost using responsible methods. All purchases require approval as per the specified thresholds, and failure to adhere to the policy may lead to disciplinary action.

Procurement Requisition Form

Purchases must be made using the appropriate Procurement Requisition Form when required by this policy.

Approval

All purchases require approval as per the specified dollar thresholds.

Vendor Criteria

Considerations include the quality of goods/services, vendor reliability, and past performance.

Exceptions

Any vendor outside the qualified list must be approved by the City Manager before they can be added to the City's accounts payable system. A determination to add a vendor to the City's qualified list is due to the needs of the City when there is a timeliness of delivery issue, unable to provide goods or services needed to fulfill City operations, or supply chain or when a sole-source provider is used.

General Rules and Application for Purchase

- All goods/services purchased with City funds are owned by the City, not by any individual.
 - A Procurement Requisition Form must be completed by the department head or committee chairperson for approval to use City funds.
 - Attach all relevant solicitation documentation for purchases to the Procurement Requisition Form and return to the Finance Department
- Department Heads, or their designee (in their absence), shall be responsible for purchasing goods and services for the operations of their departments. Department Heads ensure goods meet required standards for quality and intended use before forwarding invoices for payment.
 - Department Heads are ultimately responsible for ensuring sufficient adopted budget is available before making purchases,

CITY OF GROSSE POINTE PARK

CITY MANAGEMENT POLICY

PURCHASING POLICY

CM-SOP-2025-03-10-0

- If funds are insufficient, department heads must request a budget amendment from the City Manager.
- The Finance Director reviews procurement requests over the department head's threshold to ensure the expenditure is eligible, the budget is sufficient and approve resolutions when the city is requesting to amend budget, prior to being added to the City's council packets.
- Purchases under a Federal Grant must comply with federal procurement guidelines.

For professional education or training/travel procurement, see the City's Adopted Travel Policy **CM-SOP-2024-08-12-00 and corresponding designated forms, for proper steps and protocols, regarding any city travel, on behalf of city business.*

Procurement Dollar Limit Thresholds

The following thresholds and approval levels apply to purchases made with City funds

Purchases for services or goods over the designated Dollar Limits as prescribed will require certain approvals based on the Procurement Group: the department head, City Manager, a City official, prior to any procurement(s).

Dollar Limits	Procurement Group	Required Approval	Finance Approval	Methods of Solicitation
\$0 to \$500	Committee/Board	Committee/Board Chair	No	Qualified Vendor or Single Source
\$501 or over	Committee/Board	City Manager	No	Qualified Vendor or Single Source
\$10,000 or less	City Department	Department Head	No	Single Source, Qualified Vendor, RFQ
\$10,001 to 25,000	City Manager	Department Head & City Manager	Yes	Qualified Vendor, Single Source
\$25,001 or over	City Council	City Council	Yes	Qualified Vendor Competitive Bid, ITB or RFP
Receiving	Department Heads are responsible for determining the proper quantity and quality of goods received before forwarding the invoice for payment by the city			

3 formal documented or written quotes are not required if using a City qualified vendor or single source.

Where possible, a state or regional bid contract (such as MiDeal) can be used for the competitive bidding and for sole-source procurement. *In the event no bids were received, the City Manager or Department Head can approve the purchase of products or services through a single source.*

CITY OF GROSSE POINTE PARK
CITY MANAGEMENT POLICY
PURCHASING POLICY

CM-SOP-2025-03-10-0

Committees/Commissions

Committees(s) or Commission(s) with an approved budget allocation may spend up to \$500 without City Manager approval and is to be authorized by the Chairperson by filling out a Procurement Requisition Form to be attached to the invoice.

Committee(s) or Commission(s) requesting purchases of goods or services over \$500 must bring the proposed request to a committee meeting for consideration of approval. The City Manager and or their designee will review and execute the purchase on behalf of the Commission/Committee.

Preparation for Council Agenda Items (Purchases over \$25,001)

All purchases over \$25,001 for all goods and professional/non-professional services will require City Council approval. When City Councils' approval is required, the department head will prepare a memorandum and council resolution whereas required to include the following:

- Description of the service or goods to be purchased,
- Total cost/not to exceed and the amount of the existing budget available for purchase,
- Authorize the City Manager to enter into an agreement or contract for purchase,
- Authorize the Finance Director to amend budget, if necessary

Formal and informal solicitation

Purchases under \$10,000

When not using an existing city qualified vendor or single source, Department Heads are required to obtain a minimum of three (3) written informal quotes for the requested services or goods.

Purchases over \$10,001 and less than \$25,001:

The City Manager must pre-approve all non-contracted purchases of more than \$10,001. The Department Head requesting the purchase must complete a Purchase Requisition Form and obtain the approval of the City Manager and Finance Director prior to procuring the goods or services.

When not using an existing city qualified vendor, Department Heads are required to obtain a minimum of three (3) written informal quotes for the requested services or goods.

All quotes received must be attached to the Procurement Requisition Form when submitted to the Finance Director for budget verification and to the City Manager for purchasing approval. If quotes cannot be obtained, an explanation of why a minimum of three quotes were not able to be obtained when completing the Procurement Requisition Form.

CITY OF GROSSE POINTE PARK
CITY MANAGEMENT POLICY
PURCHASING POLICY

CM-SOP-2025-03-10-0

In the absence of the City Manager and/or the Finance Director, the City Manager and/or Finance Director may assign purchasing authorization duties to their designee.

Purchases \$25,001 and over:

Purchases in this category require council approval regardless of adopted budget except when an existing contract award is in place with the vendor for approved/adopted services or goods. Procurement of goods or services more than \$25,001 for general services may be procured using either an informal written quote or formal Invitation to Bid process, or Request for Proposal process, depending on the dollar amount, type of services, or goods/items being requisition, as determined by the City Manager. A Request For Qualifications ("RFQ") may be utilized when seeking information to prequalify a pool of potential providers.

Once the bid opening or RFP process is complete, the Department Head will prepare the recommendation for the City Manager and City Council

Vendor Awards

Purchases shall not be artificially divided to avoid the City Manager, City Council, or Dollar Limit thresholds.

City Council shall consider all bids or proposals and shall select a vendor with its consideration being given to the Administrations recommendation for the highest ranked vendor.

- The City Council will be provided with a copy of the bid or proposal for the highest ranked vendor.
- The Department Head/City Manager will provide a basic understanding of the scope of work for goods or services being requested.
- A tabulation of all bids shall be provided.

Once a bid or proposal is awarded through resolution by the City Council, the Department Head will inform the winning bidder to secure the necessary paperwork, collect required signatures, and fulfill all requirements under the City's Accounts Payable policy.

The City Council reserves the right to reject all bids and to waive the bidding process when the request for an asset meets the sole-provider definition or bid through a cooperative purchasing contract.

CITY OF GROSSE POINTE PARK
CITY MANAGEMENT POLICY
PURCHASING POLICY

CM-SOP-2025-03-10-0

Federal Funding Procurement Standards

- i. When procuring Federal grant funds, the City, as a non-federal entity, shall comply with the provisions of the Code of Federal Regulations 2 CFR §200.318 - 327:
 - a. Section 200.318: General procurement standards
 - b. Section 200.319: Competition
 - c. Section 200.320: Methods of procurement to be followed
 - d. Section 200.321: Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms
 - e. Section 200.322: Domestic preferences for procurement
 - f. Section 200.323 Procurement of recovered materials
 - g. Section 200.324: Contract cost and price
 - h. Section 200.325: Federal awarding agency or pass-through entity review
 - i. Section 200.326: Bonding requirements
 - j. Section 200.327: Contract provisions
- ii. When procuring Federal grant funds, the City shall comply with the Disadvantaged Business Enterprise Program requirements, as applicable.
- iii. When procuring Federal grant funds, the City shall comply with the Davis-Bacon and Related Acts and Reorganization Plan No. 14 of 1950, 40 U.S.C. 3141 et seq., as applicable.
- iv. When procuring Federal grant funds, the City shall comply with the Build America, Buy America Act, Public Law 118-42, as applicable.
- v. When procuring Federal grant funds, the City shall comply with the Brooks Act, 40 USC Ch. 11, as applicable.

CITY OF GROSSE POINTE PARK
CITY MANAGEMENT POLICY
PURCHASING POLICY

CM-SOP-2025-03-10-0

Quick Guide Resource

Dollar Limits	Procurement Group	Required Approval	Finance Approval	Methods of Solicitation
\$0 to \$500	Committee/Board	Committee/Board Chair	No	Qualified Vendor or Single Source
\$501 or over	Committee/Board	City Manager	No	Qualified Vendor or Single Source
\$10,000 or less	City Department	Department Head	No	Single Source, Qualified Vendor, RFQ
\$10,001 to 25,000	City Manager	Department Head & City Manager	Yes	Qualified Vendor, Single Source
\$25,001 or over	City Council	City Council	Yes	Qualified Vendor, Competitive Bid, ITB or RFP
Receiving	Department Heads are responsible for determining the proper quantity and quality of goods received before forwarding the invoice for payment by the city			

3 formal documented or written quotes are not required if using a City qualified vendor or single source

Where possible, a state or regional bid contract (such as MiDeal) can be used for the competitive bidding and for sole-source procurement. *In the event no bids were received, the City Manager or Department Head can approve the purchase of products or services through a single source.*

Procurement Requisition Form

- Formerly the Purchase Order form. For Procurement of goods and services that each committee, department head or their designee and City Manager fills out to return to finance.

Committees/Commissions

- Committees(s) or Commission(s) with an approved budget allocation may spend up to \$500 without City Manager approval and is to be authorized by the Chairperson by filling out a Procurement Requisition Form.
- Committee(s) or Commission(s) requesting purchases of goods or services over \$500 must bring the proposed request to a committee meeting for consideration of approval. The City Manager and or their designee will review and execute the purchase on behalf of the Commission/Committee.

Department Heads

- Must authorize all purchases up to \$10,000 and have sufficient adopted budget

City Manager

- Must authorize all purchases in excess of \$10,001 to \$25,000 and have sufficient adopted budget

In the absence of the City Manager, the Assistant City Manager may act in the same capacity



Daniel J. Kelly
Brittney K. Ellis
Nancy L. Olind
Jake Mertes
Morgan M. Martin
Nicholas L. Castro
Wallace G. Long
Ralph (Skip) Maccarone, III, of counsel
512 E 11 Mile Rd
Royal Oak, Michigan 48067
Office: (248) 655-7025
nick@kellyfirm.com

March 6, 2025

Gross Pointe Park City Council
15115 E Jefferson Ave
Grosse Pointe Park, MI 48230

RE: Purchasing Procedure Ordinance Amendments

Dear City Council,

Attached for the Board's review are the proposed amendments to the Purchasing Procedure Ordinance, (see Redline, **Exhibit "A"** and clean, **Exhibit "B"**).

The attached proposed amendments represent proposed changes to the City's Purchasing Procedure Ordinance. As you are likely aware, a proposed Purchasing Policy ("Policy") was presented to Council in September 2024, and at that time the Council had some comments and revisions they wanted to see incorporated into the Policy. Our Firm, in conjunction with City staff, incorporated the comments and revisions into the Policy. Among other changes to the City's existing purchasing policy, the updated Policy addresses how purchases or contracts of both greater than, and equal to, or less than, \$5,000 are addressed. The proposed Purchasing Procedure Ordinance amendments state that for these purchases, the Policy shall govern.

Given that the proposed amendments to the Ordinance are relatively minor and reference and incorporate the recently adopted Purchasing Policy, in my opinion, the amendments are appropriate. If the Council agrees to move forward with the proposed amendments, the appropriate motion would be as follows:

"I move to approve the proposed amendments to Sections 2-596 and 2-597 of the Purchasing Procedure Ordinance, Chapter 2, Article V, Division 2, and authorize the City Clerk to publish in accordance with State law."

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

Very truly yours,
THE KELLY FIRM, PLC

Nicholas Castro

Nicholas Castro

Exhibit A

PART II - CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE V. - FINANCE
DIVISION 2. PURCHASING, CONTRACTING AND SELLING PROCEDURE

DIVISION 2. PURCHASING, CONTRACTING AND SELLING PROCEDURE

Sec. 2-595. Purchasing agent.

The Manager shall act as purchasing agent of the City, unless the Manager shall designate another officer or employee of the City to act as purchasing agent. Any such designation shall be in writing filed with the Clerk. In the event of such designation, every purchase order in excess of \$100.00 shall be approved by the Manager before being issued. The Manager shall adopt any necessary rules respecting requisitions and purchase orders.

(Code 1957, § 1.210; Code 2009, § 2-246)

Sec. 2-596. Purchases or contracts of \$5,000.00 or less.

Purchases of supplies, materials or equipment, the cost of which is \$5,000.00 or less, ~~may be made in the open market but such purchases shall, when practicable, be based on at least three competitive bids and shall be awarded to the lowest competent bidder. The purchasing agent may solicit bids verbally or by telephone or may contact prospective bidders by written communication. Where bids are solicited by written communication, a request for such bids shall also be posted in City Hall. A record shall be kept for six months of all open market orders and the bids submitted thereon, which records shall be available for public inspection. Any or all bids may be rejected.~~ shall be governed by the City of Grosse Pointe Park Purchasing Policy and all future versions or revisions of the Purchasing Policy.

Formatted: Strikethrough

(Code 1957, § 1.211; Code 2009, § 2-247; Ord. No. 115, § 1, 9-25-1985)

Formatted: Strikethrough

Sec. 2-597. Purchases or contracts over \$5,000.00.

Any expenditure for supplies, materials, equipment, construction project or contract obligating the City, where the amount of the City's obligation is in excess of \$5,000.00, shall be governed by the City of Grosse Pointe Park Purchasing Policy and all future versions or revisions of the Purchasing Policy. the following provisions:

Formatted: Strikethrough

- (1) ~~Such expenditure shall be made the subject of a written contract. A purchase order shall be a sufficient written contract only in cases where the expenditure is in the usual and ordinary course of the City's affairs and in no case shall it be sufficient for the construction of public works or the contracting for supplies or services over any period of time or where the quality of the goods or materials or the scope of the services bargained for is not wholly standardized.~~
- (2) ~~A brief notice inviting sealed competitive bids shall be published in one or more newspapers of general circulation in the City at least five days before the final date for submitting bids thereon.~~
- (3) ~~The purchasing agent shall also solicit bids from a reasonable number of such qualified prospective bidders as are known to the purchasing agent by sending each a copy of the notice requesting bids and notice thereof shall be posted in City Hall.~~
- (4) ~~Unless prescribed by the Council, the Manager shall prescribe the amount of any security to be deposited with any bid which deposit shall be in the form of cash, certified or cashier's check or bond~~

written by a surety company authorized to do business in the State. The amount of such security shall be expressed in terms of percentage of the bid submitted. Unless fixed by the Council, the Manager shall fix the amount of the performance bond and in the case of construction contracts, the amount of the labor and material bond to be required of the successful bidders.

- (5) Bids shall be opened in public at the time and place designated in the notice requesting bids in the presence of the Manager, the City Clerk, or the Comptroller and at least one other City official, preferably the head of the department most closely concerned with the subject of the contract. The bids shall thereupon be carefully examined and tabulated and reported to the Council with the recommendation of the purchasing agent (as approved by the Manager if the Manager is not acting as purchasing agent) at the next Council meeting. After tabulation, all bids may be inspected by the competing bidders.
- (6) When such bids are submitted to the Council, the contract to be executed, in a form approved by the City Attorney, shall also be submitted, and if the Council shall find any of the bids to be satisfactory, it shall award the contract to the lowest competent bidder and shall authorize execution of the contract upon execution of the contract by the successful bidder and the filing of any bonds which may have been required, which bonds shall first be approved by the City Attorney as to form and content. Such award may be by resolution or ordinance. The Council shall have the right to reject any or all bids and to waive irregularities in bidding and to accept bids which do not conform in every respect to the bidding requirements.
- (7) At the time the contract is executed by the contractor, the contractor shall file a bond executed by a surety company authorized to do business in the State, to the City, conditioned upon the performance of said contract and saving the City harmless from all losses or damage caused to any person or property by reason of any carelessness or negligence by the contractor and from all expense of inspection, engineering and otherwise, caused by the delay in the completion of any improvement and further conditioned to pay all laborers, mechanics, subcontractors and material men as well as all just debts, dues and demands incurred in the performance of such work. All bids, deposits of cash or certified or cashier's checks may be retained until the contract is awarded and signed. If any successful bidder fails or refuses to enter into the contract awarded to the bidder within five days after the same has been awarded, or file any bond required within the same time, the deposit accompanying the bid shall be forfeited to the City, and the Council may, in its discretion, award the contract to the next lower competent bidder or the contract may be readvertised.

(Code 1957, § 1.212; Code 2009, § 2-248; Ord. No. 115, § 2, 9-25-1985)

Sec. 2-598. Exception to competitive bidding.

In any case where competitive bidding clearly is not practical or where no advantage would result to the City to require competitive bidding, the Council, upon the written recommendation of the Manager, may by unanimous resolution of the members present at the meeting, authorize the execution of a contract without competitive bidding. In such cases, the proposed contract shall be approved by the City Attorney as to form and content, unless prepared by the City Attorney by direction of the Council and submitted to the Council.

(Code 1957, § 1.213; Code 2009, § 2-249)

Sec. 2-599. Emergency purchases.

In case of emergency, any department head, with the approval of the Manager, may purchase directly any supplies, materials or equipment, the immediate procurement of which is necessary to the continuation of the work of the department. Such purchases and the emergency causing them shall be reported in detail to the

Created: 2024-04-04 09:16:33 [EST]

(Supp. No. 1)

purchasing agent within a week from the time when made and such reports shall be preserved by the purchasing agent for a period of two years.

(Code 1957, § 1.214; Code 2009, § 2-250)

Sec. 2-600. Inspection of materials.

The responsibility for the inspection and acceptance of all materials, supplies and equipment shall rest with the ordering department.

(Code 1957, § 1.215; Code 2009, § 2-251)

Sec. 2-601. Sale of property.

Whenever any City property, real or personal, is no longer needed for corporate or public purchases, the same may be offered for sale. Personal property not exceeding \$5,000.00 in value may be sold for cash by the purchasing agent, upon approval of the City Manager, after receiving quotations or competitive bids therefor for the best price obtainable. Property with a value in excess of \$5,000.00 may be sold after advertising and receiving competitive bids, as provided in Section 2-597 and after approval of the sale has been given by the Council.

(Code 1957, § 1.216; Code 2009, § 2-252; Ord. No. 115, § 3, 9-25-1985)

Secs. 2-602—2-633. Reserved.

Exhibit B

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

ORDINANCE

Ordinance No. ____

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GROSSE POINTE PARK BY REVISING AND AMENDING CHAPTER 2, ARTICLE V, DIVISION 2, BY AMENDING SECTIONS 2-596 AND 2-597 TO REFERENCE THE CITY OF GROSSE POINT PARK PURCHASING POLICY

THE CITY OF GROSSE POINTE PARK ORDAINS:

Section 1. Chapter 2 – Administration, Sec. 2-596 and 2-597, of the Code of the City of Grosse Pointe Park is amended to the following:

Sec. 2-596. Purchases or contracts of \$5,000.00 or less.

Purchases of supplies, materials or equipment, the cost of which is \$5,000.00 or less, shall be governed by the City of Grosse Pointe Park Purchasing Policy and all future versions or revisions of the Purchasing Policy.

Sec. 2-597. Purchases or contracts over \$5,000.00.

Any expenditure for supplies, materials, equipment, construction project or contract obligating the City, where the amount of the City's obligation is in excess of \$5,000.00, shall be governed by the City of Grosse Pointe Park Purchasing Policy and all future versions or revisions of the Purchasing Policy.



CITY COUNCIL MEETING

DATE: March 10, 2025

SUBJECT: Audit Clarity Discussion

SUMMARY: Mayor Hodges and Mayor Pro-Tem Caulfield requested an agenda item regarding questions that arose regarding the city's last audit in particular marina funds, water/sewer and deficit spending

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Listen to discussion

PREPARED BY: Nick Sizeland, City Manager



CITY COUNCIL MEETING

DATE: March 10, 2025

SUBJECT: Earned Sick Time Revision

SUMMARY: At our February Council meeting the City adopted an addendum to comply with the earned sick time act. However, hours before ESTA was to take effect, Michigan's Governor signed new versions of the bill into law. The effective date remains February 21, 2025, but the deadline to send individual notice to employees and placement of the Employee Rights Poster was extended to March 23, 2025.

To summarize ESTA, it allows all employees to accrue one (1) hour of EST for every thirty (30) hours worked, up to 72 hours per year. Employers that provide at least 72 hours of paid time off are not required to create a separate EST bank and can permit 72 hours of EST use from a PTO bank. An employer can also "frontload" EST instead of using the accrual process, which the City determined is more administratively practical for its full- and permanent part-time employees. By frontloading, all unused EST is forfeited at the end of the calendar year.

For temporary and seasonal employees, the City has opted to use the accrual method. By using this method, new employees begin accruing EST immediately but are not able to use EST until completing a 120-day waiting period (This was formerly a 90-day period that applied to all time off banks.). Current employees can use EST immediately upon accrual. In addition, employees that separate from City employment but are rehired within two months will resume EST accruals (this is not the case when frontloading).

FINANCIAL IMPACT: Costs of Earned Sick Time will be calculated at the end of year based on the addition of the new law any changes made and applicable employees this will apply too

RECOMMENDATION: Motion to approve the Resolution to adopt revisions to the Employee benefit manual regarding the Earned Sick Time, effective February 21, 2025, and authorize the City Manager to take necessary steps to execute and the Clerk to file the same."

PREPARED BY: Nick Sizeland, City Manager

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

**RESOLUTION
REVISIONS TO THE CITY’S BENEFIT POLICY**

At a regular meeting of the City Council of the City of Grosse Pointe Park, Wayne County, Michigan (the “City”), held on March 10, 2025.

PRESENT:

ABSENT:

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

WHEREAS the City maintains a Benefit Policy document that provides an overview of benefits provided to, and excluding some, City employees; and

WHEREAS the Benefit Policy document requires amendments or supplements from time-to-time to adequately illustrate fringe benefits provided to City employees and to ensure compliance with applicable laws; and

WHEREAS the current Benefit Policy document, as last amended on February 3, 2025, excludes certain fringe benefits mandated by the Michigan Earned Sick Time Act (ESTA), effective February 21, 2025.

WHEREAS provisions of the Earned Sick Time Act (2018 Public Act 388) mandate all Michigan employers must provide Earned Sick Time to all employees, to include specific reasons allowing use of the same Earned Sick Time; and

WHEREAS the current City policy and practice does not provide Earned Sick Time, or the equivalent of the same or similar paid time off hours, to employees that are not classified as full-time or permanent part-time.

NOW, THEREFORE BE IT RESOLVED that the City of Grosse Pointe Park shall update its Benefit Policy as provided in ***Exhibit A***.

RESOLUTION DECLARED ADOPTED.

YEAS: _____

NAYS: _____

ABSTENTIONS: _____

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the City of Grosse Pointe Park, Wayne County, Michigan, on _____, 2025, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this _____ day of _____, 2025.

Bridgette Bowdler
Clerk of the City of Grosse Pointe Park



CITY COUNCIL MEETING

DATE: March 10, 2025

SUBJECT: Trombly Update from Ad Hoc Committee

SUMMARY: Mayor Pro Tem Caulfield will provide an update regarding the work of the Trombly Ad Hoc Committee

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Listen to update

PREPARED BY: Nick Sizeland, City Manager



CITY COUNCIL MEETING

DATE: March 10, 2025

SUBJECT: Approval of Farmer's Market Lease

SUMMARY: In 2024, a group of Grosse Pointe Park residents formed a 501(c)(3) organization, Park Farmers Market, to establish a local farmers' market. The market operated from June to September on Saturday mornings in the parking lot behind the Corewell Health Building on Kercheval. To facilitate this, the City Council approved a lease agreement with the organization. To continue operating at the same location in 2025, a new lease agreement is required. The City Attorney has prepared an updated agreement for approval, ensuring the market can proceed for the upcoming season.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Motion to approve of the Agreement for the proposed Farmers Market as presented.

PREPARED BY: Nick Sizeland, City Manager

CONCESSION AGREEMENT

This special event agreement is between the City of Grosse Pointe Park, a Michigan municipal corporation ("City"), and the Grosse Pointe Park Community Foundation, Inc., d/b/a Park Farmer's Market ("Market").

Recitals

- A. The Market is a 501(c)(3) charitable organization incorporated in accordance with the Internal Revenue Code with the mission of inspiring community through an inclusive, family-friendly market that showcases high quality, locally made food.
- B. The Market will result in substantial benefit to the City by providing an attraction for local citizens and tourists and allowing produce, food products, and other items to be provided directly to the public by the producers of the products.
- C. The market season ("Market Season") will begin in June, and end in September or as otherwise agreed upon in writing by the parties.
- D. The market hours ("Market Hours") are from 9:00 a.m. – 1:00 p.m. EST every Saturday.

NOW, THEREFORE, it is agreed as follows:

1. CONCESSION

- 1.1. Grant of Concession License.** Subject to the terms and conditions of this Agreement, the City hereby grants to the Market a non-exclusive right and license to hold a Farmer's Market in the city owned parking lot on the southeast corner of Kercheval and Lakepointe as described herein. The Market hereby agrees to provide and perform Services in accordance with the terms and conditions contained in this Agreement.
- 1.2. Concession Premises.** Subject to the terms and conditions of this Agreement, Market shall have the non-exclusive right to use the city-owned parking lot on the southeast corner of Kercheval and Lakepointe to provide and perform the Concession Services. All activities associated with the Market must occur in the parking lot. All sidewalks surrounding the parking lot shall be kept clear. The Market shall be responsible, at its expense, for all necessary maintenance, repairs, and replacement of all equipment on the Concession Premises. All equipment that is physically attached or affixed to the Concession Premises by Market during this Agreement, shall be the property of the City and shall remain on the Concession Premises at the expiration and termination of this Agreement, unless otherwise approved by the City in writing. The Concession Premises and existing equipment described herein have been inspected and were found to be acceptable by the Market prior to executing this Agreement and shall be furnished for the Market's use in "AS IS" condition at the inception of this Agreement.

1.2.1. The Market shall be allowed to use the parking lot provided that area shall be at all times kept in a neat and clean appearance. No outside storage shall be allowed in this area.

1.3. Concession Services. For purposes of this Agreement, "Concession Services" shall mean and include the operation, management, and maintenance of a farmer's market. The Concession Premises shall not be used for any other purposes of any nature whatsoever without the City's prior written consent: No other special events, fund raisers or activities that occupy any space in the Concession Premises shall be permitted unless a written application for such use shall be delivered to the City Manager's office. Approval for such event shall be given or withheld in the sole discretion of the City.

1.4. Hours of Concession Operation. The Market shall be allowed to utilize the Concession Premises on Saturdays beginning at 6:30 a.m. and ending at 3:00 p.m. during Market Season. The Market itself shall operate between 9:00 a.m. and 1:00 p.m.

2. COMMENCEMENT AND DURATION.

2.1 This agreement shall be effective when signed by authorized representatives of both parties and will remain in effect for two (2) years. Thereafter, the Agreement shall automatically renew for one (1) year terms unless terminated in accordance with paragraph 2.3 below.

2.2 Termination by Default. Anything herein to the contrary notwithstanding, if, in the reasonable discretion of the City, the Market has discontinued or abandoned the management and operation of the Concession Services, is willfully violating any of the terms or conditions of this Agreement, is carrying out any term of this Agreement in bad faith, or has committed what is defined in this Agreement as a material breach, the City may provide written notice of default to the Market. The City must provide the Market with 72 hours' notice of default. If the City provides notice of default and elects to terminate this Agreement, this Agreement shall be deemed terminated as of the date of such notice.

2.3 Termination. Either party shall be entitled to terminate this agreement for any reason during the term of the Agreement provided he or she provides at least thirty (30) days' notice to the other party of the intent to terminate. Anything herein to the contrary notwithstanding, the City shall have the right to terminate this Agreement with or without cause after a public hearing before City Council, for any reason upon written notice served upon the other party stating when this Agreement shall be deemed terminated.

3. GENERAL TERMS AND CONDITIONS

3.1. Signage. Market season signage will be provided by the Market as described in Exhibit A. This City agrees to install this signage and allow it to be displayed fourteen (14) days prior to the beginning of Market Season each year through the end of the Market Season. The City will take down the signage at its convenience after the end of the Market Season and return it to the Market representatives for storage.

3.1.1. Temporary Signage. The Market will be responsible for setting up temporary signage as described in Exhibit B no earlier than 6:30 a.m. on each Saturday of the market. The Market will remove the signs on Saturday no later than 3:00 P.M. The Market will be responsible for storage of all signs, banners, etc. used to support the market.

3.2. Portable Toilets. The City will allow the Market to set up a portable toilet on the grassed area in the middle of the parking lot as shown in Exhibit C. The City will allow the Market to keep the portable toilet in place throughout the Market Season. The Market will bear all costs to manage the portable toilet. The Market agrees to keep the portable toilet locked at all times other than during Market Hours.

3.3. The Market may request to borrow furniture and/or equipment from the City. In the event the Market does borrow any furniture or equipment belonging to the City, the same shall be returned to the City on within seven (7) days of the final market day of the Market Season. The Market shall be responsible, at its expense, for all necessary maintenance, repairs, and replacement of all equipment and/or furniture borrowed from the City.

3.4. Insurance. Prior to the first market day of each year, the Market shall, at its sole cost and expense, obtain and maintain insurance as described below in full force and effect at all times during the course of this Agreement. The Insurance requirements are as follows:

3.4.1. Umbrella Liability insurance with limits of liability not less than five million dollars (\$5,000,000.00) per occurrence.

3.4.2. For all certificates of insurance, the additional insured must include and read as follows: "The City of Grosse Pointe Park, and including all elected and appointed officials, all employees and volunteers, all councils, boards, commissions and/or authorities of the City of Grosse Pointe Park, and their council members, employees, and volunteers."

3.4.3. The Market's insurance is to be the primary insurance.

3.4.4. The cancellation notice must read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder."

3.4.5. Certificate of insurance to be provided before Market Season begins.

3.4.6. A new certificate will be required annually.

3.5. Indemnity. To the fullest extent permitted by law, the Market agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers, and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City, by reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this Agreement, or which arises out of the acts of the Market or Market's agents, officers, members, directors, managers and/or employees. Market's liability pursuant to this Paragraph shall continue after the termination or expiration of this Agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to such termination or expiration. Additionally, Market's indemnification obligations are not limited by, but are in addition to, the insurance obligations contained in this Agreement.

3.6. Revenues and Expenses. The Market shall receive all revenues from its operations at Concession Premises. All expenses associated with Market's operations at Concession Premises shall be the responsibility of Market.

3.7. Taxes. All actual taxes resulting from the Market's operation of this Agreement shall be borne by the Market.

3.8. Refuse and Waste Materials. Refuse and waste materials shall be handled and disposed of by Market as required by all applicable federal, state, and local laws, rules, and regulations.

3.9. Personnel and Administration. To ensure proper performance of the Concession Services, the Market warrants that all Market personnel assigned to perform the Concession Services (referred to herein as the "Employees") are fully trained and qualified to perform such Services.

3.9.1. The Market shall be responsible for the hiring, management, benefits (if any) and remuneration of all Employees necessary to operate the Concession Services in a safe, efficient, and thorough manner, and all such Employees shall be the employees of Market, and not the City.

3.9.2. Market shall provide a competent manager on the Concession Premises to supervise the Concession Services at all times during operation.

3.10. Specifications, Standards and Conduct.

3.10.1. Market shall keep the Concession Premises in a clean, sanitary, and orderly condition at all times and conduct the Concession Services strictly in accordance with the requirements of all applicable City Ordinances and Policies.

3.10.2. Market shall permit no nuisance to accompany its operations in connection with this Agreement and shall promptly abate the same upon notification thereof.

3.10.3. Market will provide individual attention, superior quality, excellent customer service, flexibility in community responsiveness and cleanliness of operation.

3.10.4. The City shall have the right to inspect the Concession Premises at any time, and to impose reasonable regulations or requirements to ensure proper care, maintenance, and upkeep, as reasonably determined by the City.

3.10.5. Market is prohibited from having or serving alcoholic beverages on the Concession Premises at any time.

3.10.6. All staff of Market will be alert to potential problems at the Concession Premises and elsewhere at Concession Premises.

3.10.7. Market shall not provide fundraising activities/events on the Premises, unless such services and activities/events are approved, in advance, by the City in its sole and unrestricted discretion.

3.11. Improvements and Installations. Unless otherwise agreed by the parties in writing, any changes and improvements made, and any installations and fixtures added, by Market to the Concession Premises shall be at Market's sole expense. The Market shall make no improvements or installations in or to the Concession Premises, or any part thereof, without the City's prior written consent, and shall not demolish, destroy, damage, or alter the whole or any part of the Concession Premises in the absence of conformity to the following:

3.11.1. Prior to the making of improvements, Market shall have furnished the City with a written description thereof, including but not limited to, the design and decor in such reasonable detail as the City shall require, and all applicable plans and specifications therefore, including obtaining the City's written consent, which is discretionary prior to any improvements being undertaken;

- 3.11.2.** The making of improvements shall be accomplished in a good and workmanlike manner (which means that the quality of workmanship and materials will be at least equal to that as existing in the Concession Premises without damage to the Premises or any part thereof) and in compliance with all applicable laws and regulations of governmental authorities having jurisdiction including, without limitation, the obtaining of all required permits, licenses and authorization of such governmental authorities at the Market's expense;
- 3.11.3.** The making of improvements shall be paid or caused to be paid by Market so that the Concession Premises shall at all times be free from any lien, mortgage, conditional sales agreement, security interest or other encumbrance of any kind, or any charge for labor, services, or material supplied or claimed to have been supplied to the Concession Premises as a result of the installation of equipment or the making of alterations;
- 3.11.4.** All the terms and provisions of this Agreement shall be in force and effect during the installation and removal of the defective equipment and the making of improvements;
- 3.11.5.** Any consent given to the Market for the installation of any equipment and/or the making of alterations will not relieve the Market of its obligation to obtain the prior consent of the City to the installation of any other equipment and/or the making of any other improvements; and The installation of equipment and/or the making of improvements shall be performed so as not to interfere with the construction or alteration of any improvements undertaken by the City and so as not to interfere with the normal use and enjoyment of the Concession Premises and surrounding areas by the general public.
- 3.12. Right of Entry.** The City shall have the right to enter the Concession Premises and property at any time.
- 3.13. Damage to or Destruction of Premises.** In the event of the partial or complete destruction of the Concession Premises, Market assumes the risk of loss of business and Market's personal property, inventory and equipment, if any. All the Market's personal property, including trade fixtures, on the Concession Premises shall be kept at the Market's sole risk, and the City shall not be responsible for any loss of business or other loss or damage that is occasioned by the acts or omissions of persons occupying adjoining premises.
- 3.14. Compliance with Applicable Laws.** Market shall comply with all applicable federal, state, and local laws, codes, ordinances and regulations, and all applicable City policies, as now exist or may hereafter be adopted or enacted and shall take any additional actions considered by the City to be reasonably necessary for the protection of the health, safety and well-being of the public. The Market shall provide evidence of proper licenses and certificates for operations of the facility.

Throughout the term of this Agreement, Market agrees to maintain its corporate status in the name(s) stated herein, or the president will otherwise be personally responsible.

- 3.15. Non-discrimination in Services.** Market agrees that the Concession Premises shall be equally available to all members of the public. Market shall not discriminate in the use of any Concession Premises facility or in providing Concession Services on the basis of race, national origin, sex, sexual preference or religion.
- 3.16. Non-discrimination in Employment.** Market agrees that it will not discriminate against any employee or applicant for employment because of age (except when based upon a bona fide occupational qualification), race, national origin, sex or religion. Any discrimination in employment shall be considered to be a material breach of this Agreement.
- 3.17. Assignment.** Market shall not assign this Agreement in whole or in part without the prior written approval of the City, which approval shall not be unreasonably withheld if the managing membership (if an LLC) or directorship (if a corporation) of the assignee consists of the same members, and no others, as exist in the undersigned Market at the time of signing this Agreement. Any such assignment shall be reflected in a written instrument, satisfactory in form and content to the City, and signed by assignee and assignor and consented to by the City. In the event of any such City-approved assignment, the assignee shall be the "Market" under this Agreement.
- 3.18. Subcontracting.** The Market shall not enter into any agreement or subcontract of any nature, formal or informal, concerning the Concession Premises or the right to provide the Concession Services with any individual, partnership, company, or corporation without prior approval of the City; it being understood that the only activities that the Market may conduct on, upon or from the Concession Premises and Concession Premises as authorized under the terms of this Agreement.
- 3.19. Encumbrances.** The Market shall not lease, hypothecate, or mortgage the whole or any part of Concession Premises or Concession Premises, nor assign or encumber directly or indirectly any interest whatsoever in Concession Premises or Concession Premises or the City's personal property and shall not transfer any interest or rights in the same (whether by assignment or other contract).
- 3.20. Exclusivity.** It is understood that this is an exclusive Agreement only with respect to providing the Concession Services at the Concession Premises and that during the term of this Agreement, the City may contract with other individuals and companies for other services at the Concession Premises and elsewhere, and that the Market is free to render the same or similar concession services to other clients, provided, however, that the Market's obligations to the City contained in this Agreement will not be affected in any manner.

- 3.21. Nuisance and Environmental Obligations.** Notwithstanding anything in this Agreement to the contrary, including without limitation the use by Market of the Concession Premises in accordance with this Agreement, Market shall not commit or permit on the Concession Premises any nuisance or other act, whether noise, odor, smoke, sewerage, chemical wastes or otherwise. Market shall not store or allow on the Concession Premises any toxic or hazardous substances, including, without limitation, asbestos, and the group of organic compounds known as polychlorinated biphenyls, which would cause (I) the Concession Premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Concession Premises within the ambit of, the Resource Conservation and Recovery Act of 1986 (hereinafter called "RCRA"), 42 U.S.C. Section 690 I et seq., or any similar state law or local ordinance, (ii) a release or threatened release of hazardous waste from the Concession Premises within the meaning of, or otherwise bring the Concession Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (hereinafter called "CERCLA"), 42 U.S.C. Section 9601-9657, or any similar state law or local ordinance or any other environmental law or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq., or the Clean Air Act, 42 U.S.C. Section 7401, et seq., or any similar state law or local ordinance. In the event Market commits or permits any nuisance or act set forth in this Paragraph, the same shall be a material breach of this Lease, and Market shall be fully liable for any loss, liability or damages caused thereby including but not limited to any required or necessary clean-up.
- 3.22. Waiver of Subrogation.** In the event that the Market sustains a loss which is covered by insurance and such loss is caused in whole or in part by acts or omissions of the City, or its agents, servants or employees, then the Market agrees to look solely to the insurance proceeds and the Market shall have no right of action against the City or its agents, servants or employees and no third party shall have any such right by way of assignment, subordination or otherwise, but only to the extent Market is compensated for the loss by the insurance coverage.
- 3.23. Bankruptcy or Insolvency.** Market's interest in this Agreement shall not pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the Federal Bankruptcy Code. In the event the interest created in Market hereby shall be taken in execution or by other process of law, or if Market's Guarantor, if any, or its executors, administrators, or assigns, if any, shall be adjudicated insolvent or bankrupt pursuant to the provisions of any State Act or the Federal Bankruptcy Code or if Market is adjudicated insolvent by a Court of competent jurisdiction other than the United States Bankruptcy Court, or if a receiver or trustee of the property of Market or Market's Guarantor, if any, shall be appointed by reason of the insolvency or inability of Market or Market's Guarantor, if any, to pay its debts, or if any assignment shall be made of the property of Market or Market's Guarantor,

if any, for the benefit of creditors, then and in such events, this Agreement and all rights of Market hereunder shall automatically cease and terminate with the same force and effect as though the date of such event were the date originally set forth herein and fixed for the expiration of the term, and Market shall vacate the Concession Premises but shall remain liable as herein provided. Market or Market's Guarantor, if any, shall not cause or give cause for the appointment of a trustee or receiver of the assets of Market or Market's Guarantor, if any, and shall not make any assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under insolvency law except under the Federal Bankruptcy Code or the appointment of a trustee or receiver of Market or Market's Guarantor, if any, or of the assets of either of them, shall be conclusive evidence that Market caused, or gave cause therefore, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within sixty (60) days after such allowance or appointment. Any act described in this paragraph shall be deemed a material breach of Market's obligations hereunder, and this Agreement shall thereupon automatically terminate. City does, in addition, reserve any and all other remedies provided in this Agreement or in law or equity.

3.24. Material Breach. Failure to comply with any of the obligations set forth, above, in this Section 3.0 shall constitute a material breach of this Agreement.

4. MISCELLANEOUS TERMS AND CONDITIONS

4.1. Notices. All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and shall be delivered by any one of the following methods: (1) personal delivery with receipt acknowledged in writing; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; or (3) by deposit with an overnight express delivery service addressed to the party's address stated below with receipt acknowledged in writing. Notice by personal delivery shall be deemed effective at the time of personal delivery. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective two (2) business days after deposit with the Postal Service. Overnight express delivery service shall be deemed effective one (1) business day after deposit with the overnight express delivery service. Notice also may be given by means of electronic facsimile transmission ("fax") or email; provided, however, that in order for a fax or email notice to be deemed effective, the party giving notice by fax or email shall provide a "hard copy" of the faxed or email notice thereafter to the other party pursuant to one of the three methods of "hard copy" delivery specified in this Paragraph. Unless specifically indicated otherwise in this Agreement, all notices, demands, requests or replies shall be addressed to the respective parties as follows:

City: City of Grosse Pointe Park
Attn: City Manager
15115 E. Jefferson
Grosse Pointe Park, MI 48230

Market: *Grosse Pointe Park
Community Foundation
1058 Maryland
Grosse Pointe Park, MI 48230*

Each party shall have the right to designate a different address within the State of Michigan by the giving of notice to the other party in conformity with this Section.

- 4.2. Attachments.** The several Attachments hereto are incorporated herein by reference and expressly made an integral and component part of this Agreement for all purposes and shall be binding upon both parties. References to any Attachment in this Agreement shall be deemed to include this reference and incorporation.
- 4.3. City Approval.** Any provision of this Agreement indicating that the consent or approval of the City is necessary may be satisfied by the written and signed approval of the City Manager as the officer authorized to administer this Agreement on behalf of the City, unless specifically stated otherwise in said provision or unless the City Manager, in his discretion, desires to submit the matter to the City Council for approval.
- 4.4. City Defined.** For purposes of the hold harmless and indemnity provisions contained in this Agreement, the term "City" shall be deemed to include the City of Grosse Pointe Park, and its elected officials, appointed officials, officers, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, attorneys, representatives, consultants , and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities), and/or any persons acting by, through, under, or in conceit with any of them.
- 4.5. Independent Contractor.** The relationship of the Market to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities arising out of or related to a contract for hire or employer/employee relationship with respect to the City shall exist or arise out of this Agreement or the performance of this Agreement. The City shall not be responsible for the wages, salaries or benefits of any Employee or representative of the Market, nor for any debt, liabilities, or other obligations of the Market. This Agreement does not authorize or establish the Market as the agent or representative of the City for any reason whatsoever, and neither party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
- 4.6. No Tenant.** The Market shall not by virtue of this Agreement be deemed to have become the tenant of the City or the Concession Premises, nor to have been given or accorded, as against the City, possession of the Concession Premises. Upon any termination of this Agreement, the City shall have the right through such means as

it sees fit to remove and exclude therefrom the Market and any of the Market's employees, without being deemed guilty of any unlawful entry, trespass, or injury of any sort whatever.

- 4.7. Nonwaiver.** Unless otherwise expressly provided herein, no waiver by any party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party. No delay or omission in the exercise of any right or remedy accruing to any party upon any breach under this Agreement by the other party shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant, or condition. All rights or remedies afforded to the parties hereunder or by law shall be cumulative and not alternative, and the exercise of one right or remedy shall not bar other rights or remedies allowed herein or by law.
- 4.8. Governmental Immunity.** It is declared that the actions of the City under this Agreement are a governmental function. It is the intention of the parties hereto that this Agreement shall not, in any manner, be construed to waive the defense of governmental immunity, which the City possessed prior to the execution of this Agreement.
- 4.9. Entire Agreement.** This Agreement contains the entire agreement among the parties pertaining to the subject matter hereof and all prior negotiations and agreements are merged herein. Neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by the Market by implication or otherwise unless expressly set forth herein.
- 4.10. Waiver of Default.** Any waiver by the City of any default or breach of this Agreement shall not be construed to be a continuing waiver of said default or breach, or as a waiver or permission, express or implied, of any other or subsequent default or breach.
- 4.11. Force Majeure.** Neither the City nor Market shall be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the parties' reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to, acts of God, acts of other government agencies, strikes, labor union disputes, fire, explosions or other casualties, thefts, vandalism, riots or war, and acts of terrorism.

- 4.12. Governing Law; Jurisdiction.** This Agreement is governed by, subject to, and construed according to the laws of the State of Michigan. Any action relating to the validity, construction, interpretation and enforcement of this Agreement shall be filed with jurisdiction and venue stipulated as being in Wayne County, Michigan.
- 4.13. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the City and Market, and their respective successors and assigns.
- 4.14. No Third-Party Beneficiaries.** This Agreement is not intended to confer any benefit on any person or entity that is not a party to this Agreement.
- 4.15. Severability.** If any section, subsection, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be considered a separate, distinct and independent portion of this Agreement, and the remaining portions of this Agreement shall remain in full force and effect.
- 4.16. Headings; Plural/Singular: Gender.** The headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement. As used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- 4.17. Amendment.** This Agreement may be amended at any time, in writing, by mutual consent of the parties. No amendment to this Agreement shall be effective and binding upon the parties unless it expressly makes reference to this Agreement, is in writing, and is signed and acknowledged by duly authorized representatives of both parties and approved by the City Council.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the City and the Market, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

WITNESS:

CONESIONAIRE:

Grosse Pointe Park Community Foundation, Inc

By: _____

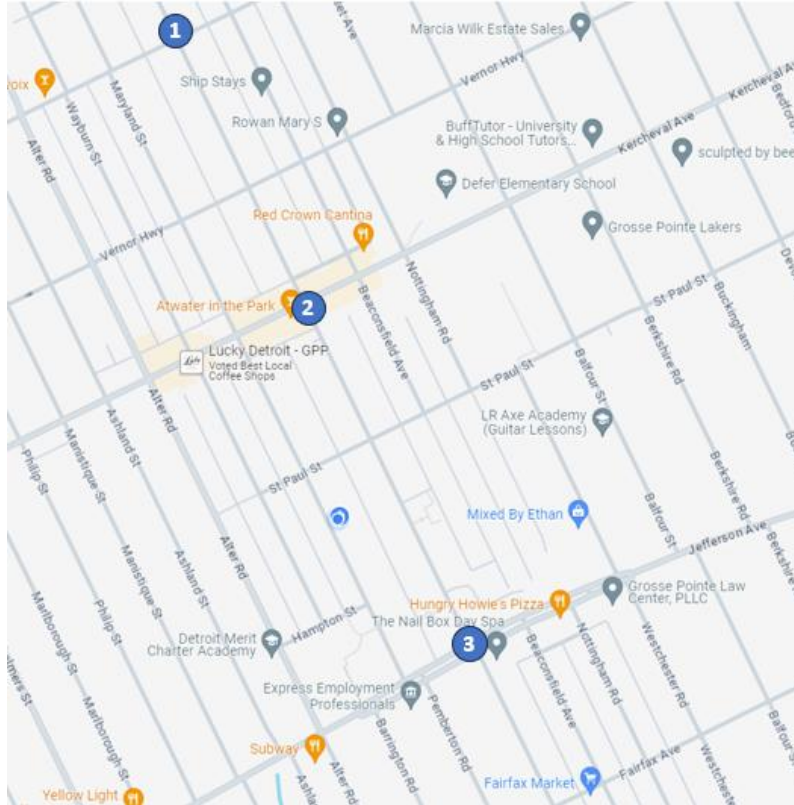
Its: _____

CITY OF GROSSE POINTE PARK,
A Michigan Municipal Corporation

By: _____

Nick Sizeland, It's City Manager

Schedule A Market Season Signage

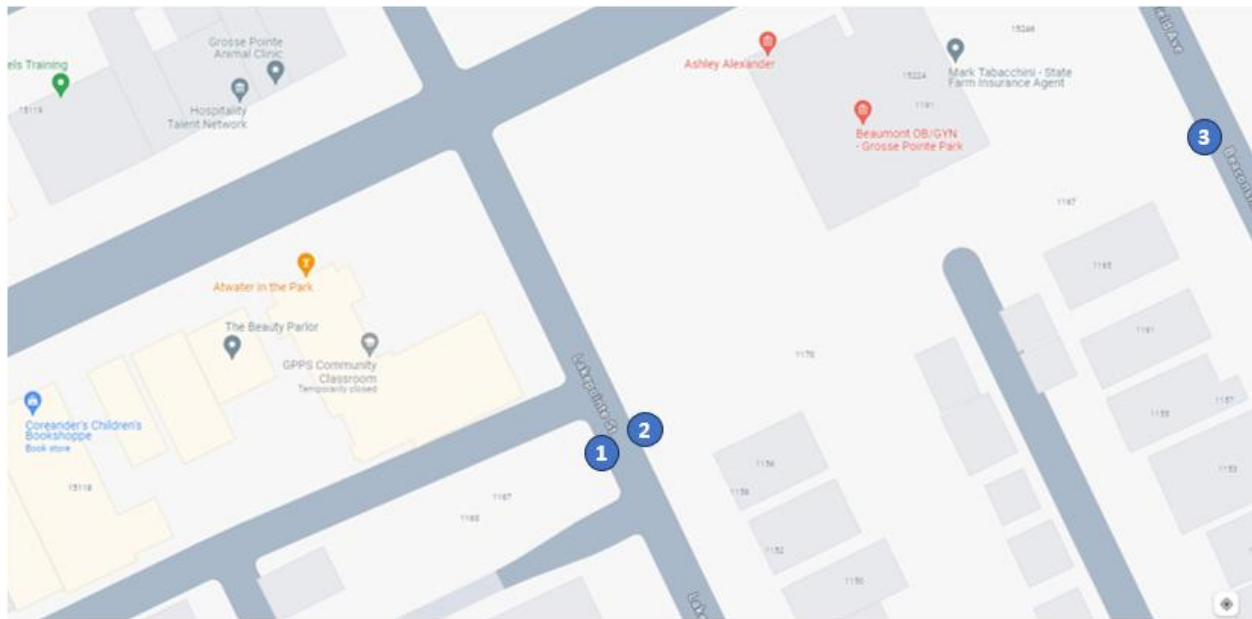


1 Inclusion on the Kercheval After 6 permanent sign

2 Permanent sign that can be installed by the City to be displayed throughout the market season

3 Permanent sign that can be installed by the City to be displayed throughout the market season

Schedule B Temporary Signage



1 Temporary sign that states "Park Farmers Market Parking Here"

2 Temporary sign that states "Park Farmers Market"

3 Temporary sign that states "Park Farmers Market Parking Here"

Schedule C Portable Toilet Map



1 Portable Toilet



CITY COUNCIL MEETING

DATE: March 10, 2025

SUBJECT: Schaap Theater Seat Purchase Approval

SUMMARY: With the generous donation by Dr. Paul Schaap the City has funds available to do an entire replacement of the Schaap Theatre seating. My recommendation is for City Council to approve the proposal submitted by Irwin Seating. Irwin Seating is based out of Grand Rapids, Michigan. They conducted a site visit to get exact measurements and layout for the theatre seats. We will save money on shipping and handling fees as they are a local company and not out of state. If we were to experience any unforeseen issues, they would be able to come in-person to our location to address the issue. This would also make it easier for us to obtain any replacement items in the future, and they also have slipcover pieces for almost the entire seat if a section of the seat was damaged or vandalized. They provide the installers, which is necessary for the warranty. We will also be able to add two additional seats to the theatre which will now take the total theatre seating from seventy to seventy-two total seats and includes going from two ADA handicap spaces to four handicap spaces by going with this product. Irwin Seating came highly recommended by our booking agent as well.

FINANCIAL IMPACT: Not to Exceed \$57,000. 50% Down Payment Due upon Acceptance of Proposal

RECOMMENDATION: Motion to approve the quote from Irwin Seating not to exceed \$57,000

PREPARED BY: Chad Craig, Parks & Recreation Director



PROFORMA INVOICE

Valid for 60 days

Date: 2/25/2025

Sold To: City of Grosse Pointe Park
15115 E. Jefferson Ave.
Grosse Pointe Park, MI 48230
Attn: Nick Sizeland
PH (313)822-6200
Email: sizelandn@grossepointepark.org

Ship To: Carol C. Schaap Theatre
City of Grosse Pointe Park
14920 Windmill Pointe Drive
Grosse Pointe Park, MI 48230

Payment Terms: 50% Down, 40% Prior to Shipment, Balance net 30

QTY	DESCRIPTION	UNIT PRICE	AMOUNT (USD)
72	Irwin Seating ZG4 Zero Gravity Spectrum Recliner 964B Eclipse upholstery style back (Three pillow design) Metal rear close out panel. Serviceable hinged seat. 21" Wide back and seat modules. 6" Arm & end casings. Dimmed blue lit operator control switch. Fully upholstered casings with cupholders. Metal to floor mechanism for stadium/flat floor application. Continuous row configuration with single chairs and shared center arms. 56" Chair Envelope. Material: Acadia Red vinyl/PVC	\$601.40	\$ 43,300.80
64	Center flip-up arm	\$ 70.00	\$ 4,480.00
72	Alternate 53" travel motor	\$ 7.50	\$ 540.00
59	Upholstered rear close out panel	\$ 7.50	\$ 442.50
1	ADA Flip up armrest	\$ 80.00	\$ 80.00
1	Freight	\$ 1,495.00	\$ 1,495.00
72	Installation, includes installer provided dumpster for cardboard removal (Field check already completed and paid for separately)	\$ 81.25	\$ 5,850.00

TOTAL DELIVERED AND INSTALLED: \$56,188.30

50% Down Payment Due: \$28,094.15

Pricing based upon shipment in 2nd quarter 2025.
*If the ship date moves out the order is subject to repricing.

Storage and order modification fees may be incurred if changes are requested after the order is in production.

If the order requires storage, payment will be required for the stored materials.

Sales tax not included.
Valid for 60 days

CERTIFIED TRUE AND CORRECT

Julie Kuhn
Irwin Seating Company
3251 Fruit Ridge Road, NW
Grand Rapids, MI 49544
PH (616)574-7323
E-mail: julie.kuhn@irwinseating.com

Nick Sizeland
15115 E. Jefferson Ave.
15115 E. Jefferson Ave.
Grosse Pointe Park, MI 48230
PH (313)822-6200
Email: sizelandn@grossepointepark.org



Seating Proposal

Valid for 60 Days

DATE: Tuesday, February 25, 2025
QUOTE EXPIRES: Saturday, April 26, 2025

TO: Chad Craig
City of Grosse Pointe Park

REFERENCE: Carol C. Schaap Theatre
Grosse Pointe Park, MI



We are pleased to offer the following proposal:

QTY	DESCRIPTION
72	Irwin Seating ZG4 Zero Gravity Spectrum Recliner Bradford Acadia vinyl upholstery 964B Eclipse upholstery style back (Three pillow design) 44" tall back 21" Wide back & seat modules 6" Arm & end casings Slip-cover back tailoring Chaise ottoman with replaceable upholstery topper cover Metal rear lower back close out panel Serviceable hinged seat module Blue dimmed back lit operator control switch Fully upholstered casings with cupholders Metal to floor mechanism 56" Chair envelope Continuous row configuration with single chairs and shared center arms Upholstery: Acadia Red Vinyl Wrap: Black Crystal

Tables shown but not included.



PRICE: Net per chair, FOB Grand Rapids		\$	601.40	\$	43,300.80
Pricing based on shipment in 1st quarter 2025.					
NET ADDS / DEDUCTS					
QTY	DESCRIPTION	NET		EXTENDED	
64	Center flip-up arm	\$	70.00	\$	4,480.00
72	Alternate 53" travel motor	\$	7.50	\$	540.00
59	Upholstered Rear lower close out panel	\$	7.50	\$	442.50
1	ADA Flip Up Armrest	\$	80.00	\$	80.00
FREIGHT AND OPEN SHOP LABOR					
QTY	DESCRIPTION	NET		EXTENDED	
1	Freight via 1 truckload	\$	1,495.00	\$	1,495.00
72	Installation of new chairs with installer provided dumpster for cardboard (Field check already completed and paid for)	\$	81.25	\$	5,850.00
TOTAL DELIVERED AND INSTALLED:		\$		56,188.30	

Sales tax not included. If tax exempt, please provide exemption number.

PAYMENT TERMS:

- Payment Terms are to be determined by Irwin Seating.

SHIP DATE:

- If the project ship date moves out once an order is placed it is subject to repricing.
- Storage and order modification fees may be incurred if changes to the order are made after the order is in production.
 - If the order goes into storage, payment will be required for the stored materials.

If you have any questions, please contact Irwin Seating Company for clarification.

IRWIN SEATING COMPANY

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

**RESOLUTION TO ADOPT AND AMEND THE FY2024-2025
REPAIR OF LAVINS CENTER THEATER SEATING**

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 March 10, 2025, the following resolution was offered:

Motion by Councilmember _____ seconded by Councilmember _____ to adopt the following resolution:

WHEREAS, the City Council on September 4, 2024, recognized a revenue donation from the Schaap's in recognition of Carol C Schaap, under council resolution 2024-09-04-88 in the amount of \$65,000 to be used for theater seating repairs/replacement; and,

WHEREAS, the City Council on September 4, 2024, authorized the Finance Director to appropriate the donation amount of \$65,000 under council resolution 2024-09-04-88, to the 101-760-970.000 Lavins Center's Capital Outlay to be used for a theater seating repairs/replacement project; and,

WHEREAS, the City Council of Grosse Pointe Park is presented with a request to award the theater seat replacement project to the Irwin Seating Company in an amount not to exceed \$57,000 Lavin's Center; and,

WHEREAS, the City Council of Grosse Pointe Park authorizes the City Manager to execute the theater seat replacement agreement with Irwin Seating Company; and,

WHEREAS, the City Council of Grosse Pointe Park is satisfied with the project request; and,

NOW, THEREFORE BE IT RESOLVED that the City of Grosse Pointe Park Council members hereby adopt this resolution 2025-03-10-## authorizing the agreement with Irwin Seating Company in an amount not to exceed \$57,000 from the 101-760-970.000 Capital Outlay Account and further authorizes the city manager to execute the contract for the theater seat replacement project.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on March 10,

2025, 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



CITY COUNCIL MEETING

DATE: March 10, 2025

SUBJECT: OHM 2025 (Fiscal Year 2026) Engineering Proposals - Paving and Water Main Projects

SUMMARY:

City administration requests Council approval of the attached proposals from OHM Advisors for professional engineering services related to the 2025 Paving and Water Main Improvement Projects.

The **2025 Paving Program** includes rehabilitation efforts based on PASER road condition data and City staff input. The project will primarily focus on the resurfacing of Charlevoix Street (from Three Mile to Berkshire) and improvements to the Windmill Pointe Park parking lot. Additionally, OHM will prepare bid documents for as-needed concrete repairs and asphalt microsurfacing treatments. The total design cost for this program is **\$39,500**, with construction services to be billed hourly, not to exceed 15% of the final construction cost.

The **2025 Water Main Improvement Project** aims to upgrade aging infrastructure and replace lead service lines in accordance with the City's Capital Improvement Plan (CIP). The work will focus on Beaconsfield Street (from Essex to Jefferson) and the Patterson Park water main loop. Engineering services will include design, EGLE permitting, and preparation of construction plans. The total estimated design engineering cost for this project is **\$83,000**.

Funding for both projects is included in the City's budget and aligns with long-term infrastructure improvement goals. Staff recommends Council approval of the proposals to ensure timely project execution.

FINANCIAL IMPACT: Funds are available for these proposals.

RECOMMENDATION: Accept the proposals from OHM Advisors as presented and accompanying budget resolutions

PREPARED BY: Nick Sizeland, City Manager

February 27, 2025

CITY OF GROSSE POINTE PARK
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230

Attention: **Nick Sizeland**
City Manager

Regarding: **2025 Paving Program**
Scope of Professional Services

Dear Mr. Sizeland:

OHM Advisors Inc. (OHM) is pleased to submit this proposal for professional services for the road rehabilitation projects planned in the various locations throughout the City. The proposed project locations are being evaluated based on the PASER road condition data and conversations with City staff.

PROJECT UNDERSTANDING

The planned paving improvements include mill & fills with spot reconstruction. The project will be completed using the City's GIS data and a topographic survey to confirm the elevations for the back of curb, centerline and proposed ADA ramp improvement areas.

For consideration of this years project, OHM has evaluated several street segments and parking lots for potential rehabilitation:

- Charlevoix Street (Three Mile to Berkshire)
- Pemberton (Essex to Windmill Pointe)
- Avondale Street (City Limits to Berkshire)
- Essex (Bedford to Buckingham)
- Two city parking lots immediately south of Kercheval Avenue (between Lakepointe Street and Beaconsfield Street).
- Cracked Egg Parking Lot
- Windmill Point Park Parking Lot

Pavement cores were conducted and analyzed for all the areas outlined above and a topographic survey was completed on Avondale and Pemberton. **Due to budgeting constraints the City has chosen to rehabilitate the Windmill Pointe Parking lot and Charlevoix (from Three Mile to Berkshire) this year.**

City staff has also expressed interest in obtaining contractor bids for preventive maintenance work on City streets. OHM has proposed that bidding documents are prepared for the following:

- As-needed concrete replacement (curb, sidewalks, driveways)
- Microsurfacing treatments for asphalt roadways



SCOPE OF SERVICES

The following is the scope of services that OHM will provide for this project.

Task 1 - Preliminary Engineering Design

1. Meet with the City for approval of the preliminary design.
2. Conduct a field visit to the project area to identify constructability issues and identify potential field problems.
3. Coordinate obtaining pavement cores and base information. The task will include pavement cores for confirmation of HMA depth.
4. Identify non-compliant ADA sidewalk ramps within the road reconstruction project limits. Non-compliant sidewalk ramps within the project limits will be upgraded, where required.
5. Prepare a preliminary engineer's opinion of probable cost.
6. Perform a topographic survey of intersection corners where ADA ramps are proposed to be upgraded on Charlevoix Street as well as obtaining information on the back of curb and road centerline.

Task 2 - Detailed Engineering Design and Construction Documents

1. Design and prepare engineering construction drawings for the proposed road improvements. This will include a construction plan, project maps, quantity takeoffs, and typical pavement cross-sections.
2. Detail grade ADA ramps at intersections that are proposed to be impacted and require modifications.
3. Prepare technical specifications for contract documents.
4. Prepare a final engineer's opinion of probable cost.
5. Prepare bidding documents for the work with contractor detailing the limits of work, estimated quantities procedures for measurement and contractor payment.

Task 3 - Asphalt Paving Bidding

OHM will facilitate project bidding through use of the City's BidNet account. As part of this, OHM will advertise the project for bidding, issue bidding documents and project addenda, convene a bid opening, review bids and provide a recommendation to City staff. As part of this, OHM will also evaluate contractor submissions by reviewing submitted documents for completeness and qualifications and contact references to assess past project performance and validity of submitted qualification documents. Upon completion of this, OHM will provide a recommendation of a Contractor to the City.

Task 4 - City As-Needed Road Maintenance Bids

OHM will prepare bidding documents for as-needed maintenance activities to be utilized in 2025. Bid documents will assume spot repairs at undisclosed locations citywide. Three (3) separate bidding packages will be developed which will include construction specifications for the work, standard details and provisions for contractor coordination, traffic maintenance and control, payment procedures and project closeout. As noted above, separate packages will be developed for overband crack filling, spot concrete and asphalt microsurfacing.



Task 5 – Construction Services

Full construction services will be provided for the asphalt paving project. The Scope of work will generally include daily oversight of the construction project

Contract Administration and Engineering

1. Contract documents for execution will be prepared and transmitted to the low bidder and will be accompanied by the Notice of Award letter.
2. Partially executed contract documents will be reviewed and checked for conformance with securities and insurance specifications.
3. OHM will coordinate and conduct a pre-construction meeting and will prepare meeting minutes for distribution to attendees.
4. Shop drawings, material certifications and other documentation will be reviewed for conformance with the project specifications and comments will be provided to the Contractor.
5. Throughout the construction phase, OHM will consult and advise the City on project related issues.
6. OHM will prepare monthly pay estimates and change orders as necessary.
7. OHM's Field Client Representative will arrange and perform a preliminary and final walkthrough of the project with City Staff and prepare substantial and final completion certificates. A punch list will be prepared during the substantial completion walkthrough and its satisfactory completion will be confirmed during the final walkthrough.
8. OHM will attend and participate in project progress meetings as specified in the Contract Documents and attend special meetings when requested by the City.
9. The Field Client Representative will work to ensure timely notification to City customers regarding impacts to water service and assist the City in response to concerns related to the construction activities.
10. OHM will work to resolve construction conflicts (i.e., mismarked utilities, interpretations of the contract documents) and prepare plan changes or sketches, as required, to meet conditions that may arise during construction. We will also resolve disputes with the Contractor regarding materials or construction methods.

Layout and Construction Staking

1. The contractor will be required to provide construction layout as part of the work. However, OHM's survey department will be available for as-needed assistance to confirm line and grade of proposed work or to support additional design during construction.

Construction Observation

11. OHM will provide full time construction observation during installation of curb, HMA, and during any proposed grade changes to the existing utility structures. OHM will provide enough staff to ensure that all portions of the project are installed in accordance with the project plans and specifications.
12. The Construction Observer(s) will prepare daily reports and log quantities for contractor payment purposes. OHM will utilize Field Advisor (software) for quantity, material and project work documentation.
13. In the event that the Contractor's operations are not in conformance with plans or the project specifications, the Construction Observer will notify the Contractor and City.
14. OHM will coordinate the scheduling of materials testing or other specialized consultants for the project. Construction testing effort will be provided by G2 Consulting Group.



Material Testing and Geotechnical Services

Material Testing and Geotechnical Services will be provided by G2 Consulting (G2). Services shall include submittal reviews, density testing for aggregate base. Testing will also occur for concrete and asphalt placed within the project. To ensure concrete attains the required strength, testing utilizing cylinders or beams will be performed.

SCHEDULE

We anticipate the following schedule:

- Bid Award by City Council – April 14, 2025
- Start Construction – July 1, 2025
- Final Completion – September 30, 2025

FEE SCHEDULE

OHM proposes to provide the above outlined professional services. These Engineering Design and Construction Observation Services will be performed on an hourly basis.

<u>Task</u>	<u>Estimated Fee</u>
Task 1 – Preliminary Engineering Design	\$6,500
a. Preliminary Engineering for Future projects	
b. Preliminary Engineering for Charlevoix	
c. Preliminary Engineering for Windmill Pointe Parking Lot	
Task 2 – Detailed Engineering Design and Construction Documents	\$26,500
a. Detailed Engineering Design and Construction Documents for Charlevoix	
b. Detailed Engineering Design and Construction Documents for Windmill Pointe Parking Lot	
Task 3 – Asphalt Paving Bidding	\$2,000
Task 4 - Maintenance Work Bidding Packages	\$4,500
DESIGN TOTAL (NOT TO EXCEED).....	\$39,500

Task 5 – Construction Services..... Hourly, not to exceed 15% of Construction

ADDITIONAL SERVICES

OHM will be pleased to provide additional services for this project not specifically described in the scope of Design Services on an hourly basis. OHM will provide a separate proposal for said services.



AUTHORIZATION AND ACCEPTANCE

If this proposal is acceptable to you, your signature on this letter will serve as our authorization to proceed with any reviews assigned. Please return a copy of the signed letter to us for our file. Upon execution, this Proposal, the attached Terms and Conditions, as well as any other attachments will form our agreement.

We thank you for this opportunity to provide professional engineering services. Should there be any questions, please contact us.

Sincerely,
OHM Advisors

Patrick Droze, P.E.
Principal, Civil Engineer

cc: Katelyn Driscoll, PE
File

**City of Grosse Pointe Park
2025 Paving Program**

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

TERMS & CONDITIONS

1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. GOVERNING LAW. The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM

ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.

22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



March 5, 2025

City of Grosse Pointe Park
15115 E Jefferson Road
Grosse Pointe Park, MI 48230

To: **Nick Sizeland**
City Manager

RE: 2025 Water Main Improvement Project
Proposal for Civil Engineering Professional Services

Dear Mr. Sizeland:

OHM Advisors is pleased to submit this proposal for engineering services related to the design and development of bidding documents for a water main replacement program in Grosse Pointe Park. This proposal includes tasks for design, EGLE Permitting and the development of detailed construction plans and specifications for bidding.

PROJECT UNDERSTANDING AND ASSUMPTIONS

OHM's knowledge of the project is based upon previous conversations with City staff and our understanding of the City's water system. Consistent with the City's Capital Improvement Plan (CIP) goals, this project seeks to improve aging water system infrastructure and replace lead service lines. The work will generally consist of replacing the water system, including the pipes, hydrants, valves, and services (as necessary). Pavement improvements will be limited to that which is necessary for the replacement of the water system, as the existing pavement is generally in good/fair condition. A more specific breakdown of work is listed below:

Rationale: The City's updated water model has been utilized in conjunction with the City's asset management system to determine which water main locations should be replaced as part of this years project. The following segments have been identified:



Figure 1 - Beaconsfield from Essex Street to Jefferson Avenue (2,100')



Figure 2 - Patterson Park Water Main: 990'



The estimated cost of the water main replacement is outlined in the table below

Project Location	Preliminary Cost Opinion ¹
Beaconsfield (Jefferson to Essex)	\$1,375,000.00
Patterson Park Water Main Loop	\$300,000.00

Water Main Replacement: The entire existing water supply system within the project limits will be upgraded.

- It is envisioned that the replacement work will be performed via a trenchless construction method (either horizontal directional drilling or pipebursting).
- The project will include replacement of the water main, valves and hydrants. The layout of these appurtenances will generally be per 10 States Standards.
- Customers with copper water services will be reconnected to the water system with jumper connections where possible.
- For the houses on the opposite side of the street, long services are anticipated and will be bored to avoid disturbance to the roadway.
- Curb boxes will be replaced.
- If non-copper water services are encountered, the contract will include provisions to replace water services up to the residential water meter when approved by the homeowner.
- Water meters will be replaced for all homes receiving non-copper service line replacements.

Homeowner Impacts: Because of the density of homes within the project areas, extensive sidewalk removal and replacement is expected. Some driveway replacement will also be necessary due to the locations of the existing water services. Residents may need to relocate their vehicles during this time. Effort will be made during the design phase to minimize impacts to residents.

Roadway Impacts: At this point, it is envisioned that the water main will be installed via a trenchless installation method, so disturbance to the roadway will be kept to a minimum. However, some utility cuts will be necessary; this pavement will be replaced in kind.

Schedule: The City intends to design the project over the winter of 2024 and initiate construction during early summer of 2025.

Right of way: The water main will be constructed within the City right of way.

PLAN DEVELOPMENT

Due to the nature of work proposed on each street, curb and gutter with a busy green space, OHM proposes to utilize a full topographic survey in the proposed project locations. All trees, structures, curb boxes, pavement, property corners and all other features will be located within the ROW.

From this base information, OHM will prepare construction plans. A general plan for the water main replacement will be completed, with sufficient detail to obtain an EGLE Act 399 permit; any other permits found to be applicable will also be obtained. Any road replacement work will be described using typical cross sections and profiles as necessary to detail the work. The final layout of the water system and grading for the road work will be completed in the field, during construction.

¹ Costs based on Bidigare unit prices with 5% cost escalation



DESIGN ASSUMPTIONS

The following design assumptions have been made based on our preliminary scoping activities:

- Water main work will generally replace the existing water main layout. The existing water main consists mostly of 6-inch cast iron pipe; all 6-inch main will be upsized to 8-inch.
- Water main design will generally comply with EGLE, Safe Drinking Water Act and 10 State Standards requirements.
- No improvements to the existing sanitary sewer system or significant drainage improvements are included in this scope of work.
- No significant replacement of drainage pipes and catch basins is planned; however, any storm sewer that is affected by water main installation will be replaced in kind.
- Existing driveway approaches will be replaced only when impacted by the water main work.
- No new concrete sidewalk or asphalt pathways are proposed with this project.
- Sidewalks will be replaced only when impacted by the water main work. Any sidewalk impacted by water main work will be constructed in compliance with current ADA Standards.
- Minimal soil erosion control measures are anticipated, and the limits of disturbance for the project are not extensive enough to trigger Wayne County Soil Erosion Permitting. Turf restoration is generally anticipated to be accomplished with topsoil and sod.
- The project work limits will be installed within right of way (City and Wayne County) or City Property (Patterson Park)

SCOPE OF SERVICES

OHM Advisors proposes the following scope of services for the work:

Task 1: Topographic Survey

OHM will prepare a topographic survey plan of the water main alignment. The topographic survey work will consist of the following subtasks:

1. Establish horizontal and vertical control within the project limits. This will include setting at least three benchmarks to be utilized by the Contractor during construction to establish line and grade for proposed improvements.
2. Perform a topographic survey of the proposed project locations. This includes cross sections every 25' and identification of objects such as trees (>6" diameter), landscaping, signs, monuments, manholes, curb, catch basins and utility structures. The survey will also include performing structure inventories to determine the elevations of utilities within the area.
3. Request facility maps from franchised utilities (gas, electrical, cable or telephone). Underground utilities will be shown based on record drawings.
4. The topographic survey and franchise utility mapping will be combined into an AutoCAD file.

Deliverables:

(1) AutoCAD topographic Survey



Task 2: Preliminary Engineering

Once authorized, OHM will commence with the preliminary engineering design. Generally, this will include the following:

1. Organize and attend a pre-design meeting with the City to review the previous CIP listing and potential updates based on new water main break and pavement condition data.
2. Prepare a preliminary design strategy and meet with the City for approval.
3. Conduct a field visit to the project area to identify constructability issues and identify potential field problems.
4. Determine required permits needed to construct project.
5. Notify known utility agencies of the proposed work, check the existing known utilities, public and private, within the project limits for project conflicts, and coordinate potential relocations. Setup and facilitate a utility coordination meeting to include coordination of private utility replacements.
6. Prepare a preliminary engineer's opinion of probable cost.

Deliverables:

(1) Preliminary Engineer's Opinion of Probable Cost

Task 3 - Geotechnical Investigation

Based on the findings of the preliminary engineering study, soil borings will be performed within the project limits to determine the conditions of soils. This will include 5 borings at depths of up to 10'. OHM will solicit proposal from G2 Consulting for this work.

Deliverables:

(1) Geotechnical Report

Task 4: Construction Documents & Bidding

This task will include the work necessary to generate full plans and construction documentation necessary to solicit bids for the project. The work includes the completion of detailed engineering plans and construction documents. Specific work is as follows:

Plans and Specifications

1. Design and prepare engineering construction drawings for the proposed water main improvements. This will include a cover sheet, construction plans, typical pavement cross-sections, special project details and incidental sheets.
2. Prepare technical specifications and necessary appendices of the contract document.
3. Develop a digital terrain model of the topographic survey to aid with sidewalk restoration.
4. Develop a preliminary schedule based on proposed items of work and create a project staging plan and associated specifications for the construction phase.
5. Attend two (2) plan review meetings with the City prior to bidding.
6. Apply for an EGLE water main permit, Wayne County Soil Erosion and Wayne County right of way permits.
7. Prepare a final engineer's opinion of probable cost.



8. Prepare for and attend a public information meeting, if deemed necessary, or prepare information for Public notice.

Deliverables:

- (1) Final Construction Drawings
- (1) Final Engineer's Opinion of Probable Cost

Task 5: Bidding

In the event that the city does not renew with Bidigare for 2025, the project will be competitively bid via BidNet. This will require the following tasks:

1. Develop bidding and contract documents for public bidding.
2. Once documents are approved by the City, coordinate the release documents for public bidding.
3. Attend one (1) pre-bid meeting and issue addenda as needed during the bidding period in response to contractor questions.
4. Attend a bid opening and prepare a bid tabulation.
5. Evaluate contractor submissions by reviewing submitted documents for completeness and qualifications.
6. Contact references to assess past project performance and validity of submitted qualification documents.
7. Provide a recommendation of potential Contractor to the City staff.
8. Contract documents for execution will be prepared and transmitted to the low bidder and will be accompanied by the Notice of Award letter.
9. Partially executed contract documents will be reviewed and checked for conformance with securities and insurance specifications.

Deliverables:

- (1) Pre-Bid Meeting
- (1) Permit Applications

FEE SCHEDULE

OHM proposes to provide the above outlined professional services. The Engineering Services will be performed on an hourly not to exceed basis based on OHM Standard Rates.

Task	Estimated Fee
Task 1 – Topographic Survey	\$15,000
Task 2 – Preliminary Engineering.....	\$18,000
Task 3 – Geotechnical Investigation (by others)	\$5,000
Task 4 – Construction Documents.....	\$42,000
Task 4 – Bidding (deduct from total if Bidigare is utilized)	\$3,000
TOTAL(NOT TO EXCEED)	\$83,000



SCHEDULE

We have assumed that the work under will be completed over a six-month period (once authorized). The schedule below provides key milestone delivery dates.

Task	Completion Date
Task 1 – Topographic Survey	March 2025
Task 2 - Preliminary Engineering	March 2025
Task 3 – Geotechnical Investigation (estimated)	March 2025
Task 4 – Design & Construction Documents	April 2025
Permitting	May-June 2025
Task 5 – Bidding.....	April 2025
Council Award	June Meeting
Construction.....	starting July 2025

ACCEPTANCE

We hope that the above information is helpful in communicating our understanding of the project. If there are any areas that you have questions, please do not hesitate to contact us. Work will be performed in accordance with OHM's Standard Terms and Conditions (attached). If this proposal and terms are acceptable, please execute and return a copy of the proposal to us. We greatly appreciate the opportunity to assist you and look forward to working together on this project.

Sincerely,
 OHM Advisors

Patrick Droze, P.E.
 Associate, Civil Engineer

cc: Katelyn Driscoll, P.E.
 File

City of Grosse Pointe Park 2025 Water Main Improvement Project

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

TERMS & CONDITIONS

1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM

ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.

22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

**Resolution to amend the FY2024-2025 Budget –
Paving Projects Preliminary Engineering**

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 March 5, 2025, the following resolution was offered:

Present Members:

Absent Members:

Motion by Council member _____ 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 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 authorizes Preliminary Engineering from both the Municipal Roads Fund for the Windmill Pointe Park paving and the Major Roads Charlevoix Avenue paving projects in FY2026 in the total amount not to exceed \$39,500, and;

WHEREAS, the City Council authorizes the Finance Director to appropriate Municipal Roads fund balance in the amount of \$18,000 to 306-457-970.000 Capital Outlay account, and;

WHEREAS, the City Council authorizes the Finance Director to appropriate Major Roads fund balance in the amount of \$21,500 to 202-451-970.000 Capital Outlay account, and;

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

NOW, THEREFORE BE IT RESOLVED that the City of Grosse Pointe Park

Council Members hereby adopts resolution 2025-03-05 item ## amending the FY2024-2025 budget by authorizing the Finance Director to appropriate from the Municipal Roads fund balance in the amount of \$18,000 for the Windmill Pointe Park paving and to appropriate from the Major Roads fund balance in the amount of \$21,500 project for preliminary engineering services.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on March 10, 2025, 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



CITY COUNCIL MEETING

DATE: March 10, 2025

SUBJECT: Approve Jefferson Separation Construction Engineering Proposal

SUMMARY:

The City previously awarded the construction contract for the Jefferson Avenue Sewer Separation Project to Pamar Enterprises. To ensure proper oversight and successful project completion, construction engineering services are required.

City administration recommends approval of the attached proposal from OHM Advisors for construction engineering services related to this project. OHM Advisors has been involved in the design and planning phases, making them well-positioned to provide continuity and effective project management.

FINANCIAL IMPACT:

Funding for these services is included in the water/sewer funds. Approval of this proposal will allow construction to proceed with the necessary engineering oversight.

RECOMMENDATION: Accept the proposal from OHM Advisors for Construction Engineering services.

PREPARED BY: Nick Sizeland, City Manager

February 24, 2025

CITY OF GROSSE POINTE PARK
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230

Attention: **Nick Sizeland**
City Manager

Regarding: **Jefferson Sewer Separation**
Construction Observation Services

Dear Mr. Sizeland:

OHM Advisors Inc. is pleased to submit this proposal to perform the Construction Observation for the Jefferson Avenue Sewer Separation Project for the summer of 2025 construction season.

PROJECT UNDERSTANDING

The design for this project began in 2018 and was completed in the fall of 2023. Bids for the construction work were received on November 19, 2024 at the City's offices. Pamar was the selected contractor for this work with lowest bid amount of \$962, 217.00.

The work includes the construction of a designated stormwater sewer from Maryland, down the median of Jefferson Avenue to the final outlet, a connection into the existing storm sewer on Lakepointe. The work proposed as part of this project is within the Wayne County ROW. Restoration includes, asphalt pavement, concrete pavement, concrete sidewalk and the median of Jefferson Avenue between Lakepointe and Maryland.

SCOPE OF SERVICES

The following is the scope of services that OHM will provide for this project.

Layout and Construction Staking

1. OHM's survey department will respond to contractor staking requests. Layout will include required staking for line and elevation of storm sewer and pavement replacement. Costs for additional re-staking will be borne by the contractor.

Construction Observation

1. OHM will provide full time construction observation during installation of underground utility infrastructure, including the storm sewer and miscellaneous water main work. OHM will provide sufficient staff to ensure that all portions of the project are installed in accordance with the project plans and specifications.
2. The Construction Observer(s) will prepare daily reports and log quantities for contractor payment purposes. OHM will utilize Field Advisor for quantity, material and project work documentation.



3. In the event that the Contractor's operations are not in conformance with plans or the project specifications, the Construction Observer will notify the Contractor and City.
4. OHM will coordinate the scheduling of materials testing or other specialized consultants for the project.
5. The Field Client Representative will notify the city, the affected businesses and the Wayne County of the changes in traffic control and roadway closures throughout the project.
6. OHM will work to resolve construction conflicts (i.e., mismarked utilities, interpretations of the contract documents) and prepare plan changes or sketches, as required, to meet conditions that may arise during construction. We will also resolve disputes with the Contractor regarding materials or construction methods.

Construction Administration

1. Contract documents for execution will be prepared and transmitted and will be accompanied by the Notice of Award letter.
2. Partially executed contract documents will be reviewed and checked for conformance with securities and insurance specifications.
3. OHM will coordinate and conduct a pre-construction meeting and will prepare meeting minutes for distribution to attendees.
4. Shop drawings, material certifications and other documentations will be reviewed for conformance with the project specifications and comments will be provided to the Contractor.
5. OHM will attend and participate in project progress meetings as specified in the Contract Documents and attend special meetings when requested by the City.
6. OHM will prepare monthly pay estimates and change orders as necessary.

Material Testing and Geotechnical Services

Material Testing and Geotechnical Services will be coordinated by OHM for this project. Services shall include submittal reviews, density testing for trenches and aggregate base. Testing will also occur for concrete and asphalt placed within the project. To ensure concrete attains required strength, testing utilizing cylinders or beams will be performed.

Record Drawings

After issuance of final completion, record drawings reflecting information recorded in the field and as shown on construction daily reports and as gathered by our survey crew will be provided. Drawings will show stormwater utilities, including inverts, locations, rim elevations, etc.. This will be delivered to the City by flash drive in both AutoCAD, Adobe portable document format (PDF), and one paper hard copy.

FEE SCHEDULE

OHM proposes to provide the above outlined professional services billed via OHM's current rate schedule. Approximate budgets by tasks are shown below:

<u>Task</u>	<u>Estimated Fee</u>
Task 1 – Layout and Construction Staking	\$15,000.00
Task 2 – Construction Observation & Administration	\$77,500.00
Task 3 – Testing Services (by others – estimated)	\$15,000.00
Task 4 – Project Closeout and Record Drawings	\$20,000.00
TOTAL	\$127,500.00



ADDITIONAL SERVICES

OHM will be pleased to provide additional services for this project not specifically described in the scope of Design Services on an hourly basis. OHM will provide a separate proposal for said services.

We thank you for this opportunity to provide professional engineering services. If this proposal is acceptable, please execute and return a copy of the proposal to us. We greatly appreciate the opportunity to assist you and look forward to working together on this project. Should there be any questions, please contact us.

Sincerely,
OHM Advisors


Patrick Droze, P.E.
Principal

cc: Tom Jenny, Grosse Pointe Park DPW
Katelyn Driscoll, PE OHM
File

**City of Grosse Pointe Park
Jefferson Avenue Sewer Separation**

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

TERMS & CONDITIONS

1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. GOVERNING LAW. The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM

ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.

22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



CITY COUNCIL MEETING

DATE: March 10, 2025

SUBJECT: Sidewalk Program Contract Extension

SUMMARY:

In Fiscal Year 2025, the City initiated a multi-year sidewalk replacement program, dividing the City into districts for phased implementation. Following a competitive bidding process, Luigi Ferdinandi & Son was awarded the contract for the work. To date, sidewalk replacements have been partially completed in District 1, and the City has found the contractor's performance to be satisfactory.

To maintain consistency and efficiency in the program, the City approached Luigi Ferdinandi & Son regarding the possibility of extending their current pricing for the Fiscal Year 2026 sidewalk replacement program. This phase will include District 2, as well as any remaining work from District 1. Luigi Ferdinandi & Son has agreed to extend their pricing for an additional year. DPW will be identifying sidewalk segments for District 2 in the coming weeks.

City administration recommends Council approval to continue the contract with Luigi Ferdinandi & Son for Fiscal Year 2026. Additionally, staff requests Council approval of the attached proposal from OHM Advisors for continued engineering services related to the sidewalk replacement program.

FINANCIAL IMPACT:

Funds for this work will be allocated in the FY 2026 budget, and any remaining work from the FY 2025 program will be completed as part of this phase.

RECOMMENDATION: Grant the contract extension to Luigi, and accept the proposal from OHM Advisors for continued engineering services.

PREPARED BY: Tom Jenny, Director of Public Works



March 5, 2025

CITY OF GROSSE POINTE PARK
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230

Attention: Nick Sizeland
City Manager

Regarding: 2024/2025 Grosse Pointe Park Sidewalk Program
Contract Extension Recommendation Letter
OHM Job No.: 7508-24-0020

Dear Mr. Sizeland:

For the upcoming 2025 Sidewalk Program, Luigi Ferdinandi and Son Cement Company has agreed to extend their pricing from the 2024 Sidewalk Program into 2025. When the project was originally bid in 2024, there was 6 bids received, Luigi Cement was the lowest bidder and the next lowest bidder was 18% higher.

During construction of the 2024 Sidewalk Program, Luigi Ferdinandi and Son Cement Company was reliable, efficient, responsive to Owner/Engineer calls and resident concerns, and the sidewalk was of good quality. Overall, Luigi Ferdinandi and Son Cement Company provided great value to the City and its residents.

Due to the favorable pricing, reliability and quality work, OHM recommends that the City of Grosse Pointe Park extends the contract for the 2024 Sidewalk Program with Luigi Ferdinandi and Son Cement Company for the 2025 Sidewalk Program. Attached to this recommendation letter is a letter from Luigi Ferdinandi and Son Cement Company confirming that they will hold their pricing into 2025.

Should there be any questions, please contact this office at (313) 481-1252.

Sincerely,
OHM Advisors, Inc.

A handwritten signature in dark blue ink that reads "Patrick M. Droze". The signature is fluid and cursive, with a horizontal line underneath it.

Patrick M. Droze, P.E.
Project Manager

encl: Increased Quantity Breakdown
Change Order #2
Luigi Ferdinandi and Son Cement Company Letter

cc: Tom Jenny, Department of Public Works Supervisor
Katelyn Driscoll, P.E., OHM
File

LUIGI FERDINANDI & SON CEMENT CO.
16481 COMMON RD.
ROSEVILLE, MI 48066
586-774-1000 FAX 586-774-1001
Email: Info@luigicement.com

OHM Advisors
34000 Plymouth Rd.
Livonia, MI 48150
Patrick Droze, P.E. Principal

RE: City of Grosse Pointe Park- Sidewalk Program

February 19, 2025

Dear Mr. Droze,

The purpose of this letter is to confirm that we will hold our pricing as originally quoted in the City of Grosse Pointe Park – 2024 Sidewalk Program OHM JN: 7508-24-0020

We will hold the prices for the entire 2025 calendar year.

If you have any questions or would like to discuss any upcoming projects; please call me directly at 586-615-6101 (cell phone). Thank you.

Sincerely,


Luigi V. Ferdinandi
Vice President



CITY COUNCIL MEETING

DATE: March 10, 2025

SUBJECT: Commission Appointments

SUMMARY: Beautification Commission:
Jim Creighton-Term Expires 2026
Sharon Pierce-Term Expires 2028

Downtown Development Authority Board:
Richard Ansell- Term Expires 2028

Board of Review:
Paul Szmigiel (Alternate)- Term Expires 2025

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Motion to approve the Mayor's recommended appointments

PREPARED BY: Bridgette Bowdler, City Clerk



City of Grosse Pointe Park

Board and Commission Application

First Name: Richard Last Name: Ansell
Address: 800 Whittier City/State/Zip: Grosse Pointe Park, MI 48230
Home Phone: _____ Cell Phone: _____
Email: _____

AREAS OF INTEREST

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

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

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

- ☐ City Website ☐ Social Media ☒ Other: Mary Fodell (Full Circle Foundation)

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

- ☐ YES ☒ NO

Why do you want to serve on this board and/or commission?
(Please attach an additional page if more space is needed)

I've lived in Grosse Pointe Park for over thirty years and want to see this community continue to grown and thrive. Well-
planned retail and mixed-use zones are critical to the long term success of the community. There is good momentum in
place with what's happening in the Kercheval and Charlevoix districts and with Full Circle Foundation and the
Schaap Center soon to be opening there will be a great opportunity to ensure the Jefferson Avenue corridor realizes its
full potential as a vibrant neighborhood.



City of Grosse Pointe Park

Board and Commission Application

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

I have a corporate background and thirty years of brand strategy and marketing experience which includes communications, pr/media and community relations experience. I think my background will help ensure we build a unique and meaningful brand image and communications platform for this burgeoning area.

ADDITIONAL INFORMATION

Please briefly summarize the following information:

Education History

Michigan State University BA Advertising 1984

Harvard University Executive Leadership Program 2019

Occupation (if retired list former occupation)

Quantron US - VP Marketing

Mahindra Automotive North America - VP Marketing

Visteon Corporation - Director Global Marketing

Young and Rubicam Detroit - Group Account Director

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

Autism Speaks - Walk Now For Autism Michigan Walk Chair (multiple years)

Autism Alliance of Michigan corporate liaison

Full Circle Foundation Board Member since 2017

Mahindra urban farming grant program



City of Grosse Pointe Park

Board and Commission Application

CITY CHARTER REQUIREMENTS

Registered to vote in the City of Grosse Pointe Park?

☒ Yes

☐ No

How long of you been a resident of Grosse Pointe Park (enter month and year when moved to City)
September 1999

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

☐ Yes

☒ No

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

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

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

☐ Yes

☒ No

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

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

no

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

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

☐ Yes

☒ No



City of Grosse Pointe Park

Board and Commission Application

APPLICATION CERTIFICATION

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

Signed and completed applications can be returned via email to clerk@grossepointepark.org or by US mail to: City of Grosse Pointe Park
ATT: City Clerk
15115 East Jefferson Ave.
Grosse Pointe Park, MI 48230

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

Richard Ansell

2/20/2025

Signature of Applicant

Date



City of Grosse Pointe Park

Board and Commission Application

First Name: Sharon Last Name: Pierce
Address: [REDACTED] City/State/Zip: Grosse Pointe Park
Home Phone: _____ Cell Phone: [REDACTED]
Email: [REDACTED]

AREAS OF INTEREST

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

☐ Downtown Development Authority

☒ Beautification Commission

☐ Planning Commission

☐ Ethics Review Board

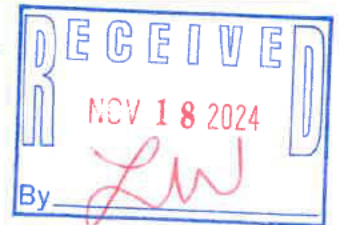
☐ Other: _____

☐ Other: _____

☐ Tax Increment Finance Authority

☐ Parks and Recreation Commission

☐ Board of Review



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

☐ City Website

☐ Social Media

☒ Other: Barb Miller and Pat Deck

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

☐ YES

☒ NO

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

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

As a new resident of Grosse Pointe Park, I would very much like to be involved with the community. I have the time to actively participate and would look forward to the opportunity of serving on the Beautification Commission.



City of Grosse Pointe Park

Board and Commission Application

Please provide a brief summary of the areas of expertise you would bring to the board and/or commission:
I was a member of the New Canaan, Connecticut Beautification League for several years. I volunteered and participated the various projects including planting and maintaining the landscaped areas throughout the community. I also actively participated in the league meetings and events. I am hoping to bring my time and experience to the Beautification Commission.

ADDITIONAL INFORMATION

Please briefly summarize the following information:

Education History

BS, Business Administration, Finance & Marketing, Wayne State University. 1981

Occupation (if retired list former occupation)

Consultant in Executive Search

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

Former: New Canaan Beautification League

Board Member, Staying Put, New Canaan, CT



City of Grosse Pointe Park

Board and Commission Application

CITY CHARTER REQUIREMENTS

Registered to vote in the City of Grosse Pointe Park?

☒ Yes

☐ No

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

November 2023

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

☐ Yes

☒ No

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

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

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

☐ Yes

☐ No

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

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

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

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

☐ Yes

☐ No



City of Grosse Pointe Park

Board and Commission Application

APPLICATION CERTIFICATION

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

Signed and completed applications can be returned via email to clerk@grossepointepark.org or by US mail to: City of Grosse Pointe Park
ATT: City Clerk
15115 East Jefferson Ave.
Grosse Pointe Park, MI 48230

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

11/18/2024

Signature of Applicant

Date



City of Grosse Pointe Park

Board and Commission Application

First Name: James Last Name: Creighton
Address: [REDACTED] City/State/Zip: 48230
Home Phone: [REDACTED] Cell Phone: [REDACTED]
Email: [REDACTED]

AREAS OF INTEREST

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

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

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

- ☐ City Website ☐ Social Media ☒ Other: brent Dreaver

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

- ☒ YES ☐ NO

Why do you want to serve on this board and/or commission?
(Please attach an additional page if more space is needed)

I have a strong interest (i.e. passion) in improving the parks in our community for the benefit of the residents, the wildlife and our Lake St. Clair ecosystem. The Beautification Board, through the various efforts of subcommittees, provide this focus. I intend to bring my observations, ideas and thinking to the table as a board member instead of "just a resident with 3 minutes". I would also like to assist with more collaboration between the Beautification Commission and the Recreation Commission, as there is overlap in areas of interest. My skills in planning and execution may be a benefit to the Beautification Commission and the City.



City of Grosse Pointe Park

Board and Commission Application

Please provide a brief summary of the areas of expertise you would bring to the board and/or commission:
I am a MSU certified Master Gardener as well as a trained project manager. I intend to leverage my pre-retirement skills, where applicable. As a Master Gardener, I am connected to Wayne County Extension resources and aware of other Master Gardeners in the area. In addition, I have established the Patterson Park Garden Club with the intention to take on adopt-a-bed projects throughout Patterson Park. The garden club will assist in managing volunteer resources, assignments to adopt-a-bed, bed oversight, etc.

ADDITIONAL INFORMATION

Please briefly summarize the following information:

Education History

MSU Extension Master Gardener certification

Project Management Professional certification

MBA - Walsh College

BS - Computer Science - Ohio University

ITIL Master (process), Lean Six Sigma (training)

Occupation (if retired list former occupation)

Retired

AT&T - Chief of Staff (AVP), Program/Project Manager, Data Analysis/Reporting, Vendor Management,

Network Delivery Manager

HP - Expat Malaysia

EDS - Expat China

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

Volunteer for Beautification Commission and Monarch Pledge @ Patterson Park

Received GPP Civic Award for Patterson Park Monarch Pledge and adopt-a-garden volunteer efforts

The Helm - millage data analysis and city council presentation material / The Helm - Strategic Advisory Council

Helm - IT Consultant - Support Exec Director/Staff for governance, contracts, solutions, implementation, 3rd party vendors
resident of The Villagers ballroom dance club in the GPs with dances at GPYC, BYC, War Memorial, Blossom Heath



City of Grosse Pointe Park

Board and Commission Application

CITY CHARTER REQUIREMENTS

Registered to vote in the City of Grosse Pointe Park?

☒ Yes

☐ No

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

Resident since 1986 (39 years)

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

☐ Yes

☒ No

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

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

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

☐ Yes

☐ No

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

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

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

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

☐ Yes

☐ No



City of Grosse Pointe Park

Board and Commission Application

APPLICATION CERTIFICATION

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

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

ATT: City Clerk

15115 East Jefferson Ave.

Grosse Pointe Park, MI 48230

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

21-Feb-25

Signature of Applicant

Date



City of Grosse Pointe Park

Board and Commission Application

First Name: PAUL Last Name: SZMIGIEL
Address: [REDACTED] City/State/Zip: GROSSE POINTE PARK, MI 48230
Home Phone: [REDACTED] Cell Phone: [REDACTED]
Email: [REDACTED]

AREAS OF INTEREST

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

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

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

- ☐ City Website ☐ Social Media ☒ Other: PETER BIERZYNSKI

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

- ☐ YES ☐ NO

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

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

WITH MY BACKGROUND, I HAVE THE UNIQUE ABILITY
TO ANALYZE REAL ESTATE FROM FOUR DIFFERENT
VIEWPOINTS, REALTOR, APPRAISER, ASSESSOR, AND HOMEOWNER.



City of Grosse Pointe Park

Board and Commission Application

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

STATE LICENSED APPRAISER 1994-2015 LICENSE #1201004373
MICHIGAN CERTIFIED ASSESSING OFFICER 2004-2013 MCAO CERT #R8891
REAL ESTATE SALESPERSON LIC #6501142941 1977 TO PRESENT

ADDITIONAL INFORMATION

Please briefly summarize the following information:

Education History

BA 1969 WESTERN KENTUCKY UNIVERSITY

Occupation (if retired list former occupation)

STATE LICENSED REAL ESTATE APPRAISER

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

BOARD OF REVIEW, CITY OF GROSSE POINTE 1994-2021
CHAIRPERSON 2014-2021



City of Grosse Pointe Park

Board and Commission Application

CITY CHARTER REQUIREMENTS

Registered to vote in the City of Grosse Pointe Park?

☒ Yes

☐ No

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

APRIL 2021

BORN AND RAISED FROM 1947-1967

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

☐ Yes

☒ No

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

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

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

☐ Yes

☐ No

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

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

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

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

☐ Yes

☐ No



City of Grosse Pointe Park

Board and Commission Application

APPLICATION CERTIFICATION

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

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

ATT: City Clerk

15115 East Jefferson Ave.

Grosse Pointe Park, MI 48230

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

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

Signature of Applicant

Date