




GENERAL SERVICES COMMITTEE  
420 N Front St.  
Suttons Bay, MI 49682  
Tuesday, June 7, 2022 at 8:10 am

There will also be a Zoom link (which can be found on our website at [www.suttonsbayvillage.org](http://www.suttonsbayvillage.org)) for those members of the public wishing to participate via remote attendance.

**AGENDA**

Call to Order

1. Reports (staff)
  - a. DPW Director Report
2. Public Comments  
Please limit remarks to no more than three (3) minutes or less.
3. Committee Business
  - a. VSB Report 2022-31 F/V Contract-3 Way Stop Sign
  - b. VSB Report 2022-33 Mowing Contract
  - c. VSB Report 2022-34 Waterwheel Park
4. Status Update – Other Committees
  - a. VSB Report 2022-27 Blight Ordinance
  - b. VSB Report 2022-32 Short Term Rental Capping
  - c. Consumer Street Light Discussion
5. Public Comments/Written Communication
6. Committee Member Comments
7. Announcements
8. Adjournment

		<b>DEPARTMENT OF PUBLIC WORKS</b> <b>REPORT DPW -2022- 04</b>	
Prepared:	June 3, 2022	Pages:	1 of 4
Meeting:	General Services - Utility/Marina Committees	Attachments:	<input type="checkbox"/>
Subject:	June 2022 Update; DPW		

**GENERAL SERVICE HIGHLIGHTS**

M22 paving is completed, striping according to MDOT will be finished by June 10<sup>th</sup>. Our staff spent a lot of time working with contractors to make sure manholes and water valves we not paved over.

Alleyways have had its initial dust control application.

Beaches are scheduled to be cleaned and graded on a weekly basis. North Park bathroom doors have been repainted. Sutton Park pavilion is now painted.

Boat launch was damaged by a boat backing into one of the posts breaking a welded bracket.

DPW has transitioned to biobag and brush pickup on Monday's.

Parks amenities have been completed as of this week.

**UTILITY HIGHLIGHTS**

Sewer cleaning, pump station, catch basin and manhole inspections village wide to take place this June. Notices will be issued through robocalls and village website.

The two buried manholes that were discovered under asphalt recently have had adjustment rings installed and brought to grade.

MISSDIG request for utility marking are starting to increase, village utilities are marked and reported in the new online MISSDIG reporting system before excavation work begins.


**REGULATORY HIGHLIGHTS**

PFAS sampling of the collections system has been submitted before the April 30<sup>th</sup> deadline. EGLE will schedule a meeting to discuss our findings after our submitted data is reviewed.

***Update: after the meeting it was decided by EGLE that additional sampling is required to narrow down potential source areas, due by 9/30/22***

Annual sampling of the water system has started this week which also includes PFA's testing as required. The village water system has been tested before and no detection of those contaminated have ever been found concerning PFA's.

***Update: All sample results came back as Non-Detect for the drinking water system.***

		<b>VILLAGE OF SUTTONS BAY</b>	
		<b>REPORT VSB -2022-31</b>	
Prepared:	May 26, 2022	Pages:	1 of 1
Meeting:	June 7, 2022	Attachments:	<input type="checkbox"/>
Subject:	F&V Meeting		

**PURPOSE**

To continue discussion on the F&V proposal for a Traffic Operations Analysis.

**OVERVIEW**


This proposal was most recently discussed at the April 4<sup>th</sup> Village Council meeting. The Village Council questioned the “need” for the analysis as adding a 3-way stop would only confirm the knowledge we already had. So, why spend the money to get answer we already know? I would certainly agree with that sentiment. The implementation of a 3-way stop will immediately result in a safer pedestrian experience for students who walk and ride their bicycles to school.

I understand why Council members prefer to skip the study and just use common sense by adding “new stop ahead” signs and installing the stop signs. However, there is now an industry expectation and these studies are now common practice when a new traffic control device (stop sign, traffic light etc.) is being installed.

The cost of the study is \$6,000, which is a notable expenditure, however, implementing an all way stop in front of the school is a notable change. The roadway itself is heavily traveled and vehicles consistently use this street as a cut through to save time, therefore, properly educating the public on this change is essential.

**ACTION REQUESTED**

**Discussion.**

		<b>VILLAGE OF SUTTONS BAY</b>	
		<b>REPORT VSB -2022-33</b>	
Prepared:	May 31, 2022	Pages:	1 of 1
Meeting:	June 7, 2022	Attachments:	<input type="checkbox"/>
Subject:	Mowing Agreement		

**PURPOSE**

To discuss a contract proposal for mowing services.

**OVERVIEW**


The attached proposal is before you for consideration. As we continue to move forward with planned community improvements, we often find ourselves asking if our DPW can accomplish the task. The answer is usually yes, if they had time. While past practices strangely put an emphasis on mowing and leaf and yard waste pick up (every day of the week) it came at the cost of general maintenance of our equipment, infrastructure, including stormwater basins etc.

We have since moved to a more efficient, streamlined approach that allows us to accomplish more tasks in the same amount of time. It also helps that we have a great crew that has a good skill set and tremendous amount of pride. However, we are now stretched thin and there are only so many hours in the day and week to accomplish their expanded duties. So, we must get creative.

For example, the cost associated with having a contractor mow N. Park, Suttons Park, and Coal Dock Park, is comparable to our cost. However, the cost to have a contractor strategically tear out sidewalks far exceeds the cost in which we could accomplish the task, even with renting equipment. This is not a permanent thing and our DPW will still be tasked with all other mowing responsibilities. Furthermore, we are not in a position nor are we prepared to contract our mowing services out permanently. This company has an understanding that it is temporary and may become sporadic. In essence, we are forming a partnership.

**ACTION REQUESTED**

**Discussion.**

		<b>VILLAGE OF SUTTONS BAY</b>	
		<b>REPORT VSB -2022-34</b>	
Prepared:	June 1, 2022	Pages:	1 of 1
Meeting:	June 7, 2022	Attachments:	<input type="checkbox"/>
Subject:	Waterwheel Agreement		

**PURPOSE**

To discuss a contract proposal for Waterwheel Park.

**OVERVIEW**

The attached proposal is before you to begin the process of evaluating the waterwheel park structure. The waterwheel has a tremendous history and is a beloved feature, however, the structure itself is in need of maintenance. This contract is intended to determine the extent of the maintenance needed. Rather than utilize exploratory diggings or other common practices to evaluate the structure, this engineering firm uses advanced technology. They will scan the structure using scanning technology to create a model of sorts. In order to properly understand and budget for improvements to the waterwheel structure, I asked that you consider this important first step.

**ACTION REQUESTED**

**Discussion.**



**EXHIBIT "A"**  
**Waterwheel Park Structure Replacement**  
**Village of Suttons Bay**  
Proposal No. P22041

This Exhibit outlines the specific scope of professional services to be provided by the Consultant. These services will be provided in accordance with this Agreement between the parties, as set forth in Agreement for Professional Services. This exhibit is made part of and incorporated by reference into Agreement for Professional Services.

**PART A - DESIGN SERVICES**

**A.1 Project Location / Identification:**

1. The Village is seeking to replace the existing waterwheel park structure with a new structure within Waterwheel Park at the corner of Jefferson St and St. Mary St within the Village. The existing structure will be replacement at the same location while the stream is temporarily re-routed.

**A.2 Design Considerations/Requirements:**

1. Michigan Building Code, 2015

**A.3 Discovery Services of Engineer:**

1. Complete a laser scan of the existing structure to provide a complete dimensional 3D model for use in design. Create a base map of the local area of the project. Property lines to be shown for reference for use in permitting. A professional surveyor is not included in the proposal.
2. Complete a review of the existing stream flow during our site visit to estimate the water flow within the channel.
3. Complete a preliminary concept for the by-pass channel utilized during the construction phase.
4. Prepare a preliminary sketch of the structure.
5. Meet with the Client to discuss the findings and the preliminary design. Meet via online platform.
6. Detail an overflow for the stream flow.
7. Prepare a preliminary cost estimate of the preliminary design.
8. Move to design phase.

**A.4 Design Services of Engineer:**

1. Complete the design to a completion of 60%.
2. Schedule and attend one final meeting with Client to review the 60% CD set.
3. Revise and amend design based on outcome of the meetings.
4. Complete the plans and specifications. Provide a sealed set bearing the seal of a Professional Engineer Licensed in the State of Michigan.

**A.5 Permitting Services of Engineer:**

1. Engineer to prepare permit applications for the Leelanau Conservation District and EGLE Joint Application Permit.
2. Answer all questions and revise permit applications and CD set as required for this phase.

3. Permit acceptance by the agencies not guaranteed. Permit fee are not included in proposal. Any fees paid by MEI will be billed at cost plus 15%.

**A.6 Bidding Services of Engineer:**

1. Bidding services are not included in the proposal.

**A.7 Completion Time:**

1. We will complete the above-mentioned services in a timely fashion and as rapidly as the process permits.

**PART B - CONSTRUCTION SERVICES**

**B.1 Construction Administration Phase**

1. Construction administration services are not included in the proposal.

**PART C - SERVICES FEES**

**C.1 Methods of Payment for Services and Expenses of ENGINEER**

The ENGINEER will be paid the following lump sum fees for the Basic Services as indicated in Part A as noted in this exhibit.

Discovery Services	\$ 7,900
Design Services	\$ 5,000
Permitting Services	\$ 2,600
<b>TOTAL:</b>	<b>\$ 15,500</b>

1. Attendance to agency board meetings is not provided in this proposal.
2. Changes, modifications, or additions to the Basic Services will be performed at the normal hourly rates for the personnel involved or at a negotiated fee.
3. Billings will be made once a month as the work progresses.
4. Construction and permitting services are not provided.

**C.2 Clarifications**

1. All information, as stated in this proposal to be supplied by Client, will be supplied to Engineer per his request in digital form. All CAD files in AutoCAD Civil 3D version 2018 or newer.
2. Construction survey staking and administration services are not included in the proposal.
3. Bidding services are not included in the proposal.
4. Work is limited to the waterwheel immediate area.

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is effective as of \_\_\_\_\_ ("Effective Date") by and between Machin Engineering, Inc. (hereinafter "Consultant") and Village of Suttons Bay (hereinafter "Client/Owner").

#### RECITALS

PROJECT NAME: Waterwheel Park Structure Replacement

LOCATION: Corner of Jefferson St & St. Mary St, Village of Suttons Bay, MI

DESCRIPTION OF SERVICES: See Exhibit 'A'

The Client agrees to pay the Consultant for all services performed and all costs incurred rendered under this Agreement:

FEE (hourly estimated): \$ \_\_\_\_\_ (USD) Estimated Start DATE: TBD

FEE (fixed): \$15,500.00 Estimated Completion DATE: TBD

#### TERMS AND CONDITIONS

SECTION 1. Payment: Invoices due net 30 days from the date of the invoice. If Client/Owner fails to make payment within 15 days of the invoice date, the amount due to the Consultant will increase 1.5% per month (18.0% per annum).

SECTION 2. Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or hers officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attribute to the sole negligence or willful misconduct of the Consultant. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all other agreements and understandings, both written and oral, of the parties relating to the subject matter of this Agreement.

SECTION 3. Limitation of Liability: The liability, if any, of Consultant with regard to this Agreement for any claims, costs, damages, losses, and expenses for which they are or may be legally liable, whether arising in negligence or other tort, contract, or otherwise, is limited to the scope of work relating to the design and plan preparation, and not to exceed the value of the contract. In no event will Consultant be liable for indirect, special, or consequential damages.

SECTION 4. Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of any term or obligation or be deemed a waiver of any subsequent breach.

SECTION 5. Governing Law and Assignment: This Agreement is a contract made under and shall be governed by and construed in accordance with, the laws of the State of Michigan. The parties agree that any legal or equitable action or proceeding with respect to this Agreement or the transactions contemplated by it shall be brought only in any court sitting in Grand Traverse County of the State of Michigan.

**By providing a signature below the Client hereby agrees to the before mentioned Recitals and Terms and Conditions of this Agreement. If not accepted within 30 calendar days of issue date, this Agreement shall be determined void.**

#### Offered by (Consultant):

 5/24/2022  
*signature* *Date*  
Patrick J. Machin, P.E. / Principal  
*printed name / title*  
Machin Engineering, Inc  
*name of consulting firm*  
2301 N. Garfield Rd, Suite C, Traverse City, MI  
49686  
*address*  
(p) (231) 935-1530 Ext 700  
*phone and fax*  
[pat@machinengineering.net](mailto:pat@machinengineering.net)  
*email address*

#### Accepted by (Client):

\_\_\_\_\_ \_\_\_\_\_  
*signature* *Date*  
Rob Larrea / Village Manager  
*printed name / title*  
Village of Suttons Bay  
*name of client*  
P.O. Box 395, Suttons Bay, MI 49682  
*address*  
231.271.3051; ext. 222  
*phone and fax*  
[manager@suttonsbayvillage.org](mailto:manager@suttonsbayvillage.org)  
*email address*