



AGENDA - City Council

DATE: June 12, 2023 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 May 8, 2023 Minutes
 - II. Finance Report
 - III. Committee & Commissions Report
 - IV. Fire Hall Apparatus Door Replacement - Public Safety
 - V. Juneteenth Resolution
 - VI. Pride Month Resolution
 - VII. FY 2023-2024 Industrial Waste Control (IWC) Charges
 - VIII. Approve Purchase of Parking Enforcement Equipment
 - IX. Purchase Training Ammunition - Public Safety
 - X. GFL Recycling Extension
- V. Public Comment (Agenda Items)
- VI. Presentation
 - I. Grosse Pointe Park Library Presentation
- VII. Managers' Report/Public Safety
- VIII. Unfinished Business
- IX. New Business
 - I. Resolution To Declare Brian Fraser Day In Grosse Pointe Park
 - II. Approval of Contract Award for Audit Firm
 - III. Fiscal Year 22-23 Budget Amendment
 - IV. Resolution for Section 9.16 Collection of Charter
 - V. Approval of Contract for Public Safety Director
 - VI. Approval of Medstar Contract
 - VII. Adoption of Act 88
 - VIII. FY2023-2024 Motorola Solutions Contract Award & Budget Amendments

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- IX. FY2023-2024 Revenue & Expenditure Budget Amendment for Grosse Pointe Park Foundation Donation
 - X. Women's Locker Room and Shower Upgrade -Grosse Pointe Park Foundation
 - XI. Engineering Services Proposals for Fiscal Year 2024 Projects
 - XII. Award for Window Replacement at Jefferson Sanitary Pump Station
 - XIII. DTE Energy LED Light Conversion Proposal
 - XIV. Council Comment
 - XV. Closed Door- Pursuant to MCL 15.268(h) and MCL 15.243(1)(g)
 - X. Public Comment (Non-Agenda Items)
 - XI. Adjournment

Public Comment: Public Comments are limited to three minutes.

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

CITY OF GROSSE POINTE PARK
CITY COUNCIL MEETING MINUTES
MAY 8, 2023

CALL TO ORDER

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

ROLL CALL

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

ALSO PRESENT: Nick Sizeland, City Manager; Meaghan Bachman, City Clerk; Morgan McAtamney, City Attorney; James Bostock, Deputy Director of Public Safety; Warren Rothe, Assistant City Manager, Ginger Moriarty, Finance Director.

APPROVAL OF CONSENT AGENDA

Motion by Councilmember Wiener, seconded by Councilmember Caulfield, to approve the consent agenda consisting of the April 24, 2023 minutes, April 26, 2023 budget workshop meeting minutes, committee and commissions report, finance report, and addendum to the Fire Automatic Mutual Aid Agreement.

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

NAYS: None

Motion Carried Unanimously

PUBLIC COMMENT (AGENDA ITEMS)

No public comment on agenda items

PRESENTATION:
PROCLAMATIONS FOR ARBOR DAY POSTER WINNERS

Pat Deck of the Beautification Commission spoke of the Arbor Day Poster Contest. She noted the City Council and Beautification Commission established April 24, 2023 as Arbor Week. The Beautification Commission, in recognition of Arbor Week, established an Arbor Week Poster Contest for fourth grade students. The purpose of the awards is to promote community awareness and The judging was for one (1) winner and two (2) runners-up. Kim Clextan thanked Pat for all her hard work organizing the Arbor Poster contest.

1 st Place Winner	Jean Marc Paines-Franklin
Runner-up	Grace Williams
Runner-up	Sarah Maxwell

MANAGERS' REPORT/PUBLIC SAFETY

City Manager Nick Sizeland presented a brief overview of the following items: He noted the upcoming DDA meeting with Jima Studios to review concept drawings and campus area around City Hall; The City of Grosse Pointe Park will have a Primary Election on August 8, 2023; The city solicited for Auditor RFPs and received three back; He noted the project plan for the Drinking Water Revolving Fund was resubmitted the EGLE; The Schaap Center had one wall removed; and finally spoke of the DPW Open House and encouraged all to attend.

Deputy Director of Public Safety Jim Bostock presented a brief overview of the following items: Deputy Chief Bostock spoke of the grant application that was submitted for the COPS Grant; A grant for Assistance to Firefighters should be available soon; May is Law Enforcement Appreciation Month; He gave an update on the home invasion that took place and noted the arraignment was held.

UNFINISHED BUSINESS:
PUBLIC HEARING: RESOLUTION TO VACATE ALLEYWAY

The Public Hearing opened at 7:29 PM.

No public comments were made.

The Public Hearing closed at 7:29 PM.

UNFINISHED BUSINESS: RESOLUTION TO VACATE ALLEYWAY

Motion by Councilmember McMillan, seconded by Councilmember Wiener, to approve the resolution to vacate the alley as follows:

WHEREAS, MCL 117.4h provides that a Home Rule City may, in its Charter, provide for the “use, regulation, improvement and control of the surface of its streets, alleys and public ways, and of the space above and beneath them;” and

WHEREAS, the City of Grosse Pointe Park is a Home Rule City, the Charter of which provides that “Council action to vacate, discontinue or abolish any highway, street, lane, alley or other public place or part thereof shall be by resolution,” City Charter, at § 7.6(a); and

WHEREAS, the Charter further requires that the Council shall “appoint a time when it shall meet and hear objections” to a proposed vacation, and “notice of the time, place and purpose of such meeting shall be published either separately or as part of any published proceedings of the Council,” City Charter, at § 7.6(a); and

WHEREAS, the City’s Tax Increment Financing Authority (“TIFA”) has purchased two (2) adjacent parcels of property located at 1166 Maryland and 1167 Lakepointe; and

WHEREAS, the Council finds that the Property includes an unused portion of a North-South Alleyway legally described on the attached Exhibit A (“Unused North-South Alleyway”), and that vacating Unused North-South Alleyway is necessary for the TIFA to utilize the property as a public parking lot; and

WHEREAS, the TIFA has agreed to continue to allow ingress and egress into the parking lot from the South to ensure that traffic is not impeded; and

WHEREAS, notice of this Council meeting was given in the manner prescribed by the Open Meetings Act, Act No. 267, Public Acts of Michigan 1976, as amended;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City shall hear any objections to the proposed vacation of Unused North-South Alleyway at its next regularly scheduled council meeting, on May 8, 2023 at 7:00 PM;
2. After the public hearing is held, a vote will be held on this Resolution at the Council meeting to be held on May 8, 2023 at 7:00 PM; and
3. That the City Council, pursuant to the authority granted to it by MCL 117.4h and Section 7.6 of the City Charter, hereby vacates Unused North-South Alleyway as legally described on the attached Exhibit A.
4. Pursuant to MCL 560.257, the City Council hereby reserves to itself and its successors a perpetual, nonexclusive easement within the whole of the Unused North-South Alleyway for the retention, construction, repair, and maintenance of any public utilities (present and/or future) by the City and other public utility entities including but not limited to public

water, telecommunications, gas, electric, storm sewer, and sanitary sewer.

5. The City Clerk is hereby authorized and directed to record a certified copy of this Resolution with the Wayne County Register of Deeds pursuant to MCL 560.256.
6. The City Clerk is hereby authorized and directed to send a certified copy of this Resolution with the Director of the Michigan Department of Licensing and Regulatory Affairs (LARA) (successor to the Department of Energy, Labor, and Economic Growth) pursuant to MCL 560.256.

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

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:

APPROVE RIGHT OF WAY ACCESS AND MAINTENANCE AGREEMENT

Motion by Councilmember Wiener, seconded by Councilmember Caulfield, to approve the Access and Maintenance Agreement with the TIFA as presented and authorize the City Manager and City Clerk to sign the agreement.

The TIFA and Grosse Pointe Park Business District Improvement Foundation have executed a Development Agreement to construct a parking lot in the 1100 block of Maryland and Lakepoint. One component of the design requires approval from the City Council. Specifically, a five-foot encroachment in the alley right-of-way. The alleyway will be resurfaced with brick pavers and the width will be reduced by five feet. This will create a more pedestrian-friendly space, while still allowing for vehicular traffic. The Encroachment Area as it is called in the Agreement will specifically contain a variety of trees, plants, and other greenery along with required curbing and hard scape features.

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

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
ORDINANCE #239: BUILDINGS AND BUILDING REGULATIONS

Motion by Councilmember Caulfield, seconded by Councilmember Wiener, to approve Ordinance #239 - Building and Building Regulations.

The Ordinance Committee has reviewed proposed Ordinance #239 which serves as a complete revision of Chapter 7 of the City Code which governs Buildings and Building Regulations. The following serves as a summary of the ordinance. View the full ordinance by following this [link](#).

Article 1: In General - This Article serves as our incorporation and enforcement of the Stille-Derossett-Hale Single State Construction Code Act. (the "Act")

Article 2: Building Code Board of Appeals - This Article creates a new board. Currently, the role of Building Code Board of Appeals is filled by the City Council. However, the Act requires that boardmembers must be qualified by experience or training to perform the duties of a board member. After the adoption of this ordinance, a new Board will have to be appointed.

Article 3: Property Maintenance Code:

- Sections 7-8 through 7-12 are new and serve to codify our longstanding practices of enforcing the International Property Maintenance Code (IPMC). It has been extensively reviewed by our various trade inspectors.
- Section 7-13 has been modified for clarity as well as a removal of a loophole in which house flippers were able to buy, renovate, and sell a house in less than a year and were not required to obtain a C of O after the renovations are completed.
- Sections 7-14 through 7-16 are unchanged.
- Sections 7-17 and 7-18 are the existing downspout disconnection ordinance. The Construction Board of Appeals will now serve as the downspout appeals board. (which has never been required to meet).
- Section 7-19 is language on enforcement regarding the IPMC and downspout disconnection sections.
- Section 7-20 is the recently adopted Demolition of Large Structures ordinance. It is unchanged.

Article 4: Vacant Buildings - This section carried over language with a few minor housekeeping edits for clarity.

Article 5: Violations and Penalties - This article is new language prepared by the City Prosecutor to allow for efficient and uniform prosecution. The current penalty for violations of Chapter 7 is a misdemeanor. This ordinance changes that to a municipal civil infraction.

On April 4th the Ordinance Committee met to review the ordinance and unanimously voted to recommend it be adopted by the City Council.

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

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
RESOLUTION TO APPLY FOR PROTECTING MI PENSION GRANT PROGRAM

Motion by Councilmember McMillan, seconded by Councilmember Gallaher, to approve the resolution to apply for Protecting MI Pension Grant Program.

In 2022, the State of Michigan created the "Protecting MI Pension Program" to assist underfunded municipal pension systems. Grosse Pointe Park maintains its defined benefit pension system with the Municipal Employees Retirement System of Michigan (MERS) and has annually fully funded its Annual Required Contribution (ARC) payment. Under Public Act 202 of 2017, any defined benefit plan with a funding level less than 60% is considered "underfunded." The one-time grant program was designed to provide payments in the amount it would have taken a plan to reach 60% funding using the funding level reported as of December 31, 2021.

As of December 31, 2021, the City's pension plan had assets of \$28.72 million and liabilities of \$52.8 million, with a funding level of 54.5%. The grant payment the City expects to receive is approximately \$2.9 million. Applications will be reviewed by the MI Department of Treasury and notification of awards are expected on July 17th. Payments are due to awardees by August 30, 2023. Funds will be paid directly to MERS. In the coming months, the City will speak with MERS to determine the most beneficial way to apply the grant funds against the plan's liability. The proposed resolution authorizes the City Manager to submit the grant and sign any related documents. The following resolution was adopted:

WHEREAS, the City of Grosse Pointe Park maintains a defined benefit pension program with the Michigan Employees Retirement System (MERS); and,

WHEREAS, the City of Grosse Pointe Park has made all its Annual Required Contribution (ARC) payments while part of MERS; and,

WHEREAS, the State of Michigan has acknowledged the fiscal impact of legacy costs such as defined benefit pension systems by creating the Protecting Michigan Pension Grant Program for systems funded at 60% or less as of December 30, 2021; and,

WHEREAS, the State of Michigan's Pension Grant program has the goal of raising all municipal defined benefit pension systems to 60% based on their valuations as of December 31, 2021; and,

WHEREAS, the City of Grosse Pointe Park's Pension Actuarial report shows that the defined benefit system was 54.5% funded as of December 31, 2021; and,

WHEREAS, the City of Grosse Pointe Park qualifies for the Protecting Michigan Pension Grant Program and the funding will help bolster the funding level of the City's MERS program.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Grosse Pointe Park hereby authorizes the City Manager, the Chief Administrative Officer as designated by the City Charter, to apply to the Protecting Michigan Pension Grant Program.

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

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:

APPROVE WATER MAIN PROJECT AGREEMENT WITH ST. CLARE OF MONTEFALCO

Motion by Councilmember McMillan, seconded by Councilmember Wiener, to approve the Water main project agreement with St. Clare of Montefalco.

At its May 9 2022, meeting, the City Council approved a Memorandum of Agreement (Agreement) with the St. Clare of Montefalco Parish and the Archdiocese of Detroit regarding a public and private infrastructure project occurring on St. Clare property. The Agreement called for the City to cover the costs of replacing the existing public water main on the property. St. Clare is responsible for designing and permitting the water main, subject to review and approval from the City Engineer. The water main is part of additional infrastructure improvements associated with the replacement of the parking lot and storm sewer improvements across the property. These additional items will be completed by St. Clare at its sole cost and expense.

Since the Agreement was approved last year, St. Clare has completed the design, permitting, and bidding, and the City has given all required approvals. During the last year, St. Clare obtained sole ownership of the property from the Archdiocese of Detroit. St. Clare wishes to enter into a new agreement that:

1. Removes the Archdiocese as a party.
2. Makes additional changes reflecting the current status of the project, such as acknowledging the design, permitting, and bidding work that has been accomplished.
3. Restructured the payment process in which the City will now pay the contractor directly for the water main work being performed, rather than reimbursing St. Clare for the expenses.

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

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:

APPROVE SEWER CLEANING AND ROOT TREATMENT PROPOSAL

Motion by Councilmember Wiener, seconded by Councilmember Caulfield, to approve the sewer cleaning and root treatment proposal with Pipetek Infrastructure Service for an amount not to exceed \$250,000. The service will be paid for through the Water and Sewer fund.

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

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
APPROVE PROPOSAL FOR LAVINS CENTER SUNDECK REPAIRS

Motion by Councilmember McMillan, seconded by Councilmember Relan, to approve the Lavins Center sundeck repairs in the amount of \$245,279.00 by Ram Construction Services of Livonia, Michigan.

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

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
APPROVE CITY HALL CONCRETE WALKWAY REPAIRS

Motion by Councilmember McMillan, seconded by Councilmember Relan, to approve the City Hall concrete walkway repairs in the amount of \$9,230 with the work being completed by Asphalt Control Corporation.

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

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
PUBLIC HEARING: 2023-2024 ANNUAL BUDGET

The Public Hearing opened at 8:04 PM and Mayor Hodges allowed for public comment.

No public comment was made.

The Public Hearing closed at 8:04 PM.

NEW BUSINESS:
2023 TAX RATE REQUEST

Motion by Councilmember Wiener, seconded by Councilmember Caulfield, to approve the City of Grosse Pointe Park's 2023 Tax Rate Request and authorize the City Clerk and City Manager to sign the L-4029 and submit the tax rate form to Wayne County prior to September 30, 2023. The purpose of the form is to establish the tax rate that will be levied on the summer and winter tax rolls for fiscal year 2024; tax year 2023.

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

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
ADOPTION OF FISCAL YEAR 2023-2024 ALL FUND'S BUDGET

Motion by Councilmember Caulfield, seconded by Councilmember Wiener, to approve the Fiscal Year 2023-2024 budget for all funds for the City of Grosse Pointe Park.

- Approve the 2023-2024 General Fund Budget,
- Approve the 2023-2024 Special Revenue Budgets,
- Approve the 2023-2024 Debt and Capital Projects Budgets,
- Approve the 2023-2024 Proprietary Budgets.

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

NAYS: Gallagher - Councilmember Gallagher stated she voted against the motion because of the staffing situation in Public Safety.

Motion Carried 6-1

NEW BUSINESS:
ADOPTION OF WATER & SEWER RATES FOR FISCAL YEAR 2024

Motion by Councilmember Wiener, seconded by Councilmember Caulfield, to approve the adoption of Water & Sewer Rates for Fiscal Year 2024 as presented.

GLWA charges for fiscal year 2024 are anticipated to increase by \$52,800 for sewer charges and \$71,300 for water charges for a total increase of \$124,100. As proposed by Baker Tilly at the April 24 City Council meeting, and further discussed at the budget workshop on April 26, a 3% increase in the Great Lakes Water Authority Charge, Sewer Charge, Water Flow Rate Charge, and the Capital Projects Charge is being requested for fiscal year 2024. Baker Tilly estimated that the 3% increase to all water/sewer rates would generate \$163,226 in additional revenue. This number is partially contingent on meeting expected flows. This increase would cover the expected increase in GLWA rates with about \$39,126 to go towards the remainder of the fiscal year 2024 budget.

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

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
ADOPT FY2023-2024 ANNUAL CURBSIDE RECYCLING RATES PER HOUSEHOLD

Motion by Councilmember Wiener, seconded by Councilmember McMillan, to approve the adoption of Fiscal Year 2023-2024 Annual Curbside Recycling Rates Per Household as presented and as follows:

Recognize GFL contract increase and to approve the annual Curbside Recycling rate per household for FY2023-2024 of \$3.06:

- Recycling services are invoiced to our residents on a bi-monthly basis and sent to households as part of the utility water/sewer bill,
- The Green For Life (GFL) annual contract for fiscal year 2023-2024 with the City of Grosse Pointe Park has a built in rate increase of 5%, for curbside recycling services,
- The bi-monthly rate for these services will increase from \$11.20 per billing cycle (or \$5.60 per month) to \$11.71 per billing cycle (or \$5.94 per month),
- The annual invoice per homeowner in FY2022-2023 was \$67.20 per year and will adjust to \$70.26 per year for FY2023-2024,
- The total annual household increase will be \$3.06,
- The rate change results in an additional \$0.51 per billing cycle or \$0.255 per month per homeowner.

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

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
APPROVE & AUTHORIZE THE SPECIAL ASSESSMENT ROLL

Motion by Councilmember McMillan, seconded by Councilmember Caulfield, to approve and authorize the Treasurer/Finance Director to place property tax liens for unpaid bills on the summer tax roll as a special assessment plus the special assessment service charge, in accordance with Section 20.12 of the City Charter.

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

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
COUNCIL COMMENT

Councilmember McMillan commented on the following: he reminded residents to shop local; congratulated Deputy Chief Bostock on throwing the first pitch at the Little League game; Councilmember McMillan spoke of National Police Week; Councilmember McMillan noted he felt good about the budget that was presented.

Councilmember Brenner commented on the following: He noted the DPW is having an open house on May 22, 2023, from 4:00 - 6:00 PM; He reminded residents that on May 24, 2023, at 5:00 PM a Trombly School listening session will be held and this will be an opportunity to voice your thoughts.

Mayor Hodges commented on the following: she congratulated the 2023 graduates; The Mayor spoke of the respect for law breakfast, along with the prayer breakfast.

Councilmember Gallagher commented on the following: She presented an update on the Trombly School survey that she mailed out to residents and noted a 50% response had been received. Councilmember Gallagher spoke of the survey results that were received.

Councilmember Relan commented on the following: He asked if public comments could be moved before the closed session as noted in the above resolution; he thanked Councilmember McMillan and the Little League team for arranging the Parade; Councilmember Relan spoke of the Run/Walk/Roll to benefit C.S. Mott Children's Hospital and noted it takes place on June 17, 2023 and also Pride March in the Village on the same day; He spoke of Moms Demand Action Against Gun Violence and what we can do including wearing orange on June 2-4, 2023. Councilmember Relan congratulated the Phoemale Adult Prom and noted \$25,000 was raised along with additional information on the event.

During the Council Comments, Councilmember Relan asked if Public Comment could be moved to occur before the Closed Door Session. The Mayor called the question and proposed the following motion:

Motion by Councilmember Relan, seconded by Councilmember Gallagher, RESOLVED, to approve the request to amend the agenda and move Public Comment before the Closed Door Session.

BE IT FURTHER RESOLVED, to amend the original motion to add an additional public comment before the Closed Door Session rather than moving the public comment; the motion maker and supporter agreed to the amendment and a roll call vote was taken.

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

NAYS: None

Motion Carried Unanimously

PUBLIC COMMENT

Six members of the public spoke.

NEW BUSINESS:

CLOSED DOOR SESSION-- TO CONSIDER MATERIAL EXEMPT FROM DISCUSSION OR DISCLOSURE BY STATE OR FEDERAL STATUE PURSUANT TO MCL 15.268(H)

Motion by Councilmember Wiener, seconded by Councilmember McMillan, to convene into Closed Door Session to consider material exempt from discussion or disclosure by state or federal statute pursuant to MCL 15.268(h).

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

NAYS: None

RECONVENE INTO OPEN SESSION

Motion by Councilmember Caulfield, seconded by Councilmember Relan, to reconvene back to the Regular City Council Meeting at 10:15 PM.

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

NAYS: None

Motion Carried Unanimously

VOTE ON CLOSED SESSION ITEM

Please note, a separate set of Closed-Door Session Minutes has been recorded with the contents of the minutes kept confidential.

Motion by Councilmember Wiener, seconded by Councilmember Caulfield, to authorize the City Manager to continue negotiations on the sale of property.

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

NAYS: None

Motion Carried Unanimously

PUBLIC COMMENT (NON-AGENDA ITEMS)

No members of the public spoke.

ADJOURNMENT

Motion by Councilmember McMillan, seconded by Councilmember Relan, to adjourn the City Council Meeting.

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

NAYS: None

With no further business, the meeting adjourned at 10:16 pm.

Presiding Member: _____
Michele Hodges, Mayor

Respectfully submitted by: _____
Meaghan Bachman, City Clerk

MAY 2023
INVOICES OVER \$5,000 FOR ACCEPTANCE

Date	Vendor Name	Description	Current Payment	Fiscal year to Date or Project to Date
05/04/2023	AQUATIC SOURCE	POOL CHEMICAL ORDER	11,626.16	35,520.78
05/04/2023	GROSSE POINTE CLINTON REFUSE	APRIL 2023 REFUSE DISPOSAL	16,632.58	195,219.89
05/04/2023	OHM ADVISORS	JEFFERSON AVE SEWER SEPARATION DESIGN & MODELING	15,714.25	293,708.50
05/04/2023	THE KELLY FIRM PLC	LEGAL SERVICES - MARCH 2023	8,333.33	37,499.99
05/11/2023	GREAT LAKES WATER AUTHORITY	WASTE WATER TREATMENTS ARPIL 2023	158,700.00	1,496,465.79
05/11/2023	MICHIGAN MUNICIPAL LEAGUE	MML DUES AND LEGAL DEFENSE FUNDS	6,359.00	11,930.00
05/11/2023	SERVICE FLOOR COVERING, INC	CARPET FOR CITY HALL BASEMENT	5,825.00	15,425.00
05/18/2023	GREAT LAKES WATER AUTHORITY	WATER CHARGES FOR MARCH 2023	105,278.26	1,655,165.79
05/18/2023	THE OSCAR W. LARSON COMPANY	VOIDED & REISSUED - FUEL ISLAND AT NEW DPW YARD	59,458.00	60,938.36
05/25/2023	AQUATIC SOURCE	CLEAN OLYMPIC & CHILDREN'S POOL - LABOR & MATERIALS	7,770.92	47,146.94
05/25/2023	AT&T	911 SYSTEM MAINTENANCE 5/1/2023-4/30/2024	20,043.01	20,043.01
05/25/2023	INNER CITY CONTRACTING, LLC	MACK AVE WATER MAIN PAY APP #1	429,567.60	429,567.60
05/25/2023	OHM ADVISORS	MACK AVE WATER MAIN CONSTRUCTION SERVICE	115,172.00	408,880.50



- **Grosse Pointe Park Infrastructure General Updates and Status Report June 2023:**

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

- **Pumping station Preventative Maintenance, Storm Preparation**

Both pumping stations have undergone Preventative Maintenance checks in anticipation of storm season:

- **Jefferson Station:** Completed switch gear, transfer switches for generator, transformers, and battery system review
- **Patterson Station:** Pump review, switch gears review, and auto throw transfer reviews. Initial Pump motor review completed, with an additional full electrical review of pump motor windings to occur later this year.

Additionally, a proposal for the Jefferson pumping station windows is being worked on and may be ready for the June meeting (the original station windows are still in place).

- **St Clair Montefalco separation and water main**

The city met for a preconstruction meeting with St Clare of Montefalco's rebuild of the parking lot which will separate the sewer as well as the commensurate water main replacement; work is expected to commence this June.

- **Cadieux Resurfacing**

Tentative timing for the project initialization is later this summer.

- **DPW Building**

DPW open house was a great success, credit to all those involved over the years on the move and opening.

- **Surface Re-Pavements and Pursuit of Efficiencies.**

Alleyway re-pavements that faced delays due to material and labor are being reviewed and are now in the pipeline, the positive in this is that we are now able to bundle additional repaving work into a broader package that is expected to unlock some savings thanks to scope and scale. The targeted areas include city hall parking.

- **Sewer Scoping/Clean Out Report**

Pipetek is preparing to continue scoping/mapping/cleaning work on GPP sewers, tentative commencement is targeted for July.

- **Grant Applications**

Multiple Grant Applications have been submitted, including Drinking Water and Clean water revolving fund. The city will continue to diligently pursue supplemental resources in the hopes of accelerating our timeline of infrastructure repair and upgrades.

- **EERV**

EERV construction appears to be on time, we have not been subjected to any delays on material or construction that we are aware of. Preconstruction meeting in June. We also commit to ensuring residents are well apprised of the status and have ample notice regarding commencement of any excavations.

- **DDA Meeting of May 9, 2023**
 - DDA discussed informational meeting overview activities of the DDA
 - Approval of Budget Hearing Minutes from April 18, 2023
 - Jima Studio Civic Campus Engagement Discussion and Presentation of Campus Options and Feedback from the Board

- **Recreation Commission Meeting of May 17, 2023**
 - Sundeck repairs (finished)
 - New playground equipment at Windmill Pointe Park (2 rockers – seahorse and dolphin and a tri-bouncer that features a racecar, ambulance and helicopter)
 - Marina survey for well holders and waitlist
 - Grosse Pointe Park hosting 2023 Lake Front Swim Finals
 - Additional programming fitness, art, etc.

- **Community Engagement Committee May 24th**
 - Community Engagement Committee May 24th
 - Meeting at Okulski Theatre to hear from residents regarding Trombly Elementary School Feedback
 - About 75 Residents in Attendance
 - Community Engagement to Provide Feedback from Meeting to Grosse Pointe Public School System



CITY COUNCIL MEETING

DATE: June 12, 2023

SUBJECT: Fire Hall Apparatus Door Replacement - Public Safety

SUMMARY: The Public Safety Apparatus Garage Doors need to be replaced. Funds have been budgeted for FY 2024 to replace five (5) of the eight (8) doors. The current doors on the Maryland side of the garage are original from 1993. The proposal will replace all four (4) doors on the Maryland side and one (1) on the city parking lot side. The doors will be replaced with insulated R-18 doors, trims, tracks, sensors, seals and new operating motors with controls.

FINANCIAL IMPACT: \$47,900.00, which is within the \$54,000 that was budgeted for the project in FY 2024.

RECOMMENDATION: Approve the proposal from City Wide Door Company in the amount of \$47,900.

PREPARED BY: James Bostock, Deputy Director of Public Safety

CITY WIDE DOOR COMPANY

9451 Marine City Highway
Ira, MI 48023

Phone: (586) 716-9990
(810) 765-1400

Fax: (586) 716-9313



PROPOSAL SUBMITTED TO: Grosse Pointe Park Police / Mike		DATE: 5/24/2023
STREET: 15115 E. Jefferson		JOB NAME:
CITY, STATE & ZIP CODE: Grosse Pointe Park, MI 48230		JOB LOCATION:
PHONE: (586) 770-1892	FAX:	EMAIL: bstockj@grossepointepark.org millerm@grossepointepark.com

Price to take down and haul away existing five overhead doors. Furnish and install five new white 14'2" x 12' Clopay model 3724 polyurethane insulated sandwich overhead doors with 50,000 cycle springs, 3" track and hardware, one insulated full view section in each door and weather seal. Also furnish and install five new Liftmaster model T751-L5 ¾ hp, 115 volt trolley operators with open / stop / close wall stations and Miller sensing edges.

Total..... \$47,900.00

All high and low voltage wiring by others / Price subject to jobsite inspection

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. 50% deposit required and balance due upon completion.

NOTE: This proposal may be withdrawn by us if not accepted within 24 hours.

Authorized Signature: Darren Kunkel_____

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. No refunds or cancellations on special orders. Payment will be made as outlined above:

Signature: _____ Date of acceptance: _____

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

RESOLUTION ACKNOWLEDGING THE HISTORY OF JUNETEENTH

At a regular meeting of the City Council for the City of Grosse Pointe Park, Wayne County, Michigan, held in the Municipal Building of said City, on the 12th day of June 2023 at 7:00 p.m., the following resolution was adopted.

Present Members:

Absent Members:

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

WHEREAS, United States Army Major General Gordon Granger landed at the port city of Galveston, Texas in June 1865, following the surrender of Confederate General Robert E. Lee to Union General Ulysses S. Grant at Appomattox Court House, Virginia on April 9, 1865;

WHEREAS, Major General Granger announced on June 19, 1865, General Order No. 3, that reads in part: "The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of personal rights and rights of property between former masters and slaves, and the connection heretofore existing between them becomes that between employer and hired labor..."

WHEREAS, The June 19, 1865 General Order No. 3 was preceded on January 1, 1863 by President Abraham Lincoln's Emancipation Proclamation decreeing persons held as slaves in designated states, among them Texas, to be "henceforward" free;

WHEREAS, Following General Granger's General Order #3, June 19th (Juneteenth) became recognized by enslaved persons and their descendants as the date of final emancipation;

WHEREAS, Since then, as the oldest known celebration commemorating the end of institutional slavery in America, the celebration of Juneteenth has persisted into the 21st century and has come to honor the strength, endurance, and dignity of the African Americans subjected to the atrocity of American slavery; to celebrate the unknowable joy of their liberation; and to highlight the centuries long and incomplete struggle to redeem the American creed of equality for all;

WHEREAS, Whereas slavery was abolished through the passage of the 13th Amendment to the United States Constitution in 1865, after the end of the Civil War;

WHEREAS, on Thursday, June 17, 2021, legislation was enacted declaring Juneteenth a national holiday; and,

WHEREAS, the historical legacy of Juneteenth shows the value of continuing to fight for a free, inclusive and humane society; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the Grosse Pointe Park commemorates June 19, 2023, as Juneteenth Independence Day and recognize the devastating legacy of American slavery, and encourage all residents to educate each other and future generations on the history of slavery in order to ensure this tragedy will never be forgotten or repeated and to celebrate African American history and culture, while continuing to promote a strong sense of community in Grosse Pointe Park .

RESOLUTION DECLARED ADOPTED

Michele Hodges, Mayor
City of Grosse Pointe Park, Michigan

At a regular meeting of the City Council for the City of Grosse Pointe Park held on June 12, 2023, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

Motion _____

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 12th day of June, 2023.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 13th day of June 2023.

Meaghan Bachman, City Clerk
City of Grosse Pointe Park

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

RESOLUTION RECOGNIZING PRIDE MONTH IN THE CITY OF GROSSE POINTE PARK

At a regular meeting of the City Council for the City of Grosse Pointe Park, Wayne County, Michigan, held in the Municipal Building of said City, on the 12th day of June 2023 at 7:00 p.m., the following resolution was adopted.

Present Members:

Absent Members:

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

WHEREAS, the Grosse Pointe Park City Council stands in solidarity with the LBGTQI+ community; and,

WHEREAS, the City of Grosse Pointe Park affirms the rights of all humans to live as their authentic selves; and,

WHEREAS, the Stonewall Inn opened in March 1967 at 53 Christopher Street in the Greenwich Village neighborhood of New York City; and establishments like the Stonewall Inn, served as a sanctuary from persecution by police and society at large for members of the lesbian, gay, bisexual, transgender and queer community as well as homeless and gay youth; and,

WHEREAS, during the time around the opening of the Stonewall Inn, many state and local governments, including New York City, criminalized how LGBTQ+ individuals express their identities and relationships, which resulted in LGBTQ+ individuals frequently being harassed by law enforcement, including the New York City Police Department; and,

WHEREAS, in the early morning hours on June 28, 1969, the NYPD raided the Stonewall Inn and arrested many patrons; and,

WHEREAS, brave individuals stood up to injustice the night of June 28, 1969, which sparked an uprising against the NYPD, with confrontations and protests at the Stonewall Inn and the surrounding area lasting until July 3, 1969; and,

WHEREAS, the Stonewall Uprising empowered thousands of LGBTQ+ individuals to come out publicly as they stood up for their community the night of June 28, 1969 and thereafter; and,

WHEREAS, on June 27–28, 1970, members of the LGBTQ+ community commemorated the first anniversary of Stonewall and reaffirmed the solidarity of the LGBTQ+ community by organizing the first Pride marches and celebrations in New York City, San Francisco, Chicago, and Los Angeles; and,

WHEREAS, the Stonewall Uprising is remembered and celebrated every year in June during “LGBTQ+ Pride Month;” and,

WHEREAS, the City of Grosse Pointe Park supports the rights of every citizen to experience equality and freedom from discrimination; and,

WHEREAS, in June of 2020, the City Council adopted a Human Rights Ordinance to recognize and protect the inherent dignity and equal and inalienable rights of all members of the human family; and,

WHEREAS the City of Grosse Pointe Park accepts and welcomes people of diverse backgrounds and believes a diverse population leads to a more vibrant community; and,

WHEREAS, the LGBTQ+ communities contribute to the cultural, civic and economic successes of the City of Grosse Pointe Park.

NOW, THEREFORE, BE IT RESOLVED, that the Grosse Pointe Park City Council does hereby proclaim June 2023 as LGBTQ+ Pride Month in the City of Grosse Pointe Park, Michigan and encourage our residents to reflect on the ongoing struggle for equality members of the LGBTQ+ face and celebrate their contributions that enhance our City.

RESOLUTION DECLARED ADOPTED

Michele Hodges, Mayor
City of Grosse Pointe Park, Michigan

At a regular meeting of the City Council for the City of Grosse Pointe Park held on June 12, 2023, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

Motion _____

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 12th day of June, 2023.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 13th day of June 2023.

Meaghan Bachman, City Clerk
City of Grosse Pointe Park



CITY COUNCIL MEETING

DATE: June 12, 2023

SUBJECT: FY 2023-2024 Industrial Waste Control (IWC) Charges

SUMMARY: Industrial Waste Control (IWC) charges are assessed to all commercial and industrial end users that send wastewater to the GLWA wastewater treatment plant. The IWC charges are to offset the costs incurred in administering regulatory activities under the Sewer Use Ordinance/Industrial Waste Control Ordinance as required by the National Pollutant Discharge Elimination System (NPDES) Permit Program and the Clean Water Act (CWA). There is a delegation Agreement with each community to collect the industrial waste control charges from the end-users.

The billing process for IWC charges involves the following two steps:

1. The City bills all non-residential users IWC charges based upon the user's meter size. GLWA establishes its IWC charges in the sewer service charge development process. Certain facilities are exempted, which include: fire-protection, multi-family dwellings, public and private elementary schools which are part of a governmental school district, colleges, universities and professional schools, and local and state governments.
2. The City reports to GLWA the quantity and size of the non-residential meters and GLWA bills each community the applicable IWC charges.

FINANCIAL IMPACT: There is no cost to the City for these charges; this fee is strictly a pass-through of charges. These charges will be effective on bills rendered after July 1, 2023

RECOMMENDATION: Motion to adopt the proposed resolution adopting the Industrial Waste Control Charges for Fiscal Year 2023-2024

PREPARED BY: Warren Rothe, Assistant City Manager

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

**RESOLUTION ADOPTING INDUSTRIAL WASTE CONTROL CHARGES FOR
FISCAL YEAR 2024**

At a regular meeting of the City Council for the City of Grosse Pointe Park, Wayne County, Michigan, held in the Municipal Building of said City, on the ____ day of ____ 20__ at 7:00 p.m., the following resolution was adopted.

Present Members:

Absent Members:

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

WHEREAS, Section 23-66 of the Grosse Pointe Park City Code authorizes the City Council to establish fees for the payment of expenses of the municipal water and sewer systems; and,

WHEREAS, the City Council of the City of Grosse Pointe Park has received and evaluated the attached Schedule of Rates from the Great Lakes Water Authority (GLWA) for the Commercial Industrial Waste Control Charges attached as Exhibit A; and

WHEREAS, the City of Grosse Pointe Park is required to concur with the Industrial Pretreatment Program (IPP) rules and regulations established by GLWA under the requirements of all applicable state and federal laws, including, without limitation, the requirements of the Federal Water Pollution Control Act, 33 USC Section 1251, et. Seq., the General Pretreatment Regulations and Existing and New Sources of Pollution, 40 CFR 403, and the National Categorical Pretreatment Standards contained in 40 CFR Sections 405-471; and

WHEREAS, on August 24th, 2020, the City Council of Grosse Pointe Park passed a resolution adopting and approving the IPP rules and regulations established by GLWA; and,

WHEREAS, the rules and regulations adopted by GLWA require the City of Grosse Pointe Park to provide for the recovery of costs from users of the wastewater collection system sufficient to administer regulatory activities and meet the costs of operation, maintenance, improvement, and replacement of the system.; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Grosse Pointe Park hereby adopts the Schedule of Rates for the Commercial Industrial Waste Control Charges attached as Exhibit A, for all applicable users within the service area of the City and that these rates

and charges shall be effective on all bills rendered after July 1, 2023.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on ____ 20__, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

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

IN WITNESS WHEREOF, I have hereunto set my official signature, this ____ day of _____ 20__.

Meaghan Bachman, City Clerk
City of Grosse Pointe Park

EXHIBIT A

Great Lakes Water Authority
Approved FY 2024 Sewage Disposal System
Industrial Specific Retail Charges
Effective Date: July 1, 2023

Industrial Waste Control Charges		
Meter Size	Monthly Charge	City Charge
<i>inches</i>	<i>\$/month</i>	<i>Billed Bi- monthly</i>
5/8	3.64	7.28
3/4	5.46	10.92
1	9.10	18.20
1-1/2	20.02	40.04
2	29.12	58.24
3	52.78	105.56



CITY COUNCIL MEETING

DATE: June 12, 2023

SUBJECT: Approve Purchase of Parking Enforcement Equipment

SUMMARY: The City is in need of new enforcement equipment and software for City parking lots and on street parking. The current system, available through Oakland County is decades old and is no longer supported by the County, and no replacement/repair parts are available. We are one of two municipalities in Michigan still using this equipment.

The recommended replacement software and equipment from Tannery Creek continues the City's broad goal to improve as many of our operational functions as possible. In this enforcement system, the Parking Agent uses a mobile phone and portable printer to write the tickets. The software integrates with parking permit records, our mobile payment application, and the new pay stations recently purchased by the TIFA, to check if a vehicle has paid. From a parking management perspective, the software for the system also enables tracking of parking lot usage. This enforcement equipment is used by Grosse Pointe City and comes highly recommended. Traffic and Safety is the local vendor for Tannery Creek equipment and they work with Grosse Pointe City and Grosse Pointe Farms.

FINANCIAL IMPACT: Sufficient funds have been budgeted in the Fiscal Year 2024 Public Safety budget to account for this purchase.

RECOMMENDATION: Motion to approve parking ticket solution offered by Tannery Creek.

PREPARED BY: Warren Rothe, Assistant City Manager



Traffic & Safety Control Systems, Inc.

May 2, 2023

City of Grosse Pointe Park
Warren Rothe / Assistant City Manager
15115 E. Jefferson Ave, G.P.P., MI 48230
(313) 822-1183
(313) 822-6200 ext 273

SUBJECT: Tannery Creek Enforcement Handheld Solution

Traffic and Safety is pleased to present the following pricing and details to provide and install (1) Tannery Creek AutoChalk Handheld ticket writing device. A wireless printer utilizes Bluetooth to communicate with the handheld. The enforcement device will check payment via mobile pay, permits, or pay station payments. Digital chalking is also included. If a ticket is to be issued, the handheld device can generate a ticket.

The wireless printer is a one-time fee of \$1,200.00. The handheld device is a monthly fee of \$750.00 per month, per handheld device. Please contact me should you require anything further!

Notes:

1. This quote is valid for 90 days.
2. Terms are 50% of project cost due upon quote acceptance. 25% due upon start of installation. Remaining 25% due upon job completion. If paying with a debit/credit card add 3% to the total cost of the quote. A 6% sales tax will be added if applicable. 1 ½% per month finance charge will be added to all invoices older than 30 days.
3. 3rd party processing fees will be billed back to customer upon completion of work.
4. Change orders to job need to be submitted in writing and will be quoted separately.
5. This work to be completed during normal business hours. M-F, 8:30a – 5pm.
6. Cancellations of all or part of this order will be subject to a 25% restocking charge.
7. Any custom orders or incurred subcontractor fees are not refundable.
8. CAUTION: This equipment is for automobiles only. Clearly marked alternate paths must be provided for motorcycles, bicycles, and pedestrians. Training is included in the cost of installation. All additional hours will be invoiced as a separate item.
9. High speed internet connection to be provided by others / City.
10. Warranty covers only normal wear and tear. Misuse or intentional damage is not covered. Antivirus software or other applications on the laptop are not covered.
11. Current lead time is 10 to 18 weeks. Permits, electrical, concrete, bollards, conduit, and signage by others.
12. Shipping costs are an estimate from the manufacturer only. Any additional shipping costs incurred by Traffic & Safety will be passed on.
13. Unexpected return site visits that are due to factors out of T&S control will be billed (i.e. - customer says they're ready for our scope of work to proceed - we arrive and there is no power at a machine location.)

Traffic and Safety
Sales Representative
248-756-7027
tomn@trafficandsafety.com
www.trafficandsafety.com

Signature

Date

*I, the above signee, authorize Traffic and Safety to proceed with the above quote. I agree to all terms and costs listed.



CITY COUNCIL MEETING

DATE: June 12, 2023

SUBJECT: Purchase Training Ammunition - Public Safety

SUMMARY: The Department of Public Safety regularly trains with live ammunition as part of its required department and state mandated qualifications for both pistol and patrol rifle. The ammunition purchase will replace rounds used in previous trainings. Funds have been budgeted in FY 2023 for this purchase.

FINANCIAL IMPACT: \$6,963.85

RECOMMENDATION: Approve the ammunition purchase under the State of Michigan contract with Vance's Law Enforcement.

PREPARED BY: James Bostock, Deputy Director of Public Safety



Send PO's To:
3723 Cleveland Ave
Columbus, OH 43224
ph (614)471-0712
fx (614)471-2134

Remit Pymt To:
4250 Alum Creek Dr
Obetz, OH 43207
ph (614)489-5025
fx (614)489-5077

Account Name GROSSE POINTE PARK PUBLIC SAFETY
DEPT
Contact Name Lt. Terry Hays
Bill To 15115 EAST JEFFERSON
GROSSE POINT PARK, MI 48230
Phone (313) 822-4436
Email hayst@grossepointepark.org

Date 4/20/2023
Quote Number 00052625
Prepared By Nick Jewell

Quantity	Style	Product Family	Description	Unit	Quantity	Sales Price	Total Price
12.00	USA223R1K	Winchester	USA .223Rem 55gr. FMJ	1000 rds		\$399.20	\$4,790.40
17.00	WC93	Winchester	WinClean 9mm Luger 147gr. Brass Enclosed Base	500 rds		\$127.85	\$2,173.45

Subtotal	\$6,963.85
Trade In Value	\$0.00
Shipping and Handling	\$0.00
Tax	\$0.00
Quote Grand Total	\$6,963.85

Payment Details

Net 30 ☒
Check ☐
Credit Card ☐

Number of Days
Quote Valid

Quote Valid 30 Days

Name _____
CC # _____

Office Use Only ***WC93 & USA223R1K Priced off MI State
Contract 071B0066126***

Expires _____ CRV CODE _____
CREDIT CARDS OVER \$1,000 incur a 3% SURCHARGE



CITY COUNCIL MEETING

DATE: June 12, 2023

SUBJECT: GFL Recycling Extension

SUMMARY: On June 21, 2021 Grosse Pointe Farms on behalf of Grosse Pointe City, Shores and Park solicited bids for recycling services on June 21, 2021. On July 19, 2021 Green For Life submitted the only response to the Recycling Request for Proposals. Grosse Pointe Park, City, Shores and Farms all entered into a two-year contract from October 2021 to September 30, 2023 with options for extensions each year after. Grosse Pointe City, Shores, Farms and Park believe it is advantageous to extend the contract with GFL for one year rather than going out to bid and risking significant increases in recycling per month.

FINANCIAL IMPACT: Collection rates will be \$5.94 per month for the period October 1, 2023 through September 30, 2024 (if this first extension option is exercised) and has been budgeted for in the new Fiscal Year. The council previously approved the necessary rate increase at its May 8th regular meeting.

RECOMMENDATION: Motion to Approve Extension with GFL Services for One Year from October 1, 2023- September 30, 2024

PREPARED BY: Nick Sizeland, City Manager

**THIRD AMENDMENT TO AGREEMENT WITH THE GROSSE POINTE
COMMUNITIES FOR CURBSIDE RECYCLING PROGRAM WITH HOUSEHOLD
HAZARDOUS WASTE DROP-OFF AND ELECTRONIC RECYCLING AND
DOCUMENT SHREDDING
PROGRAM**

THIS THIRD AMENDMENT TO AGREEMENT WITH THE GROSSE POINTE COMMUNITIES FOR CURBSIDE RECYCLING PROGRAM WITH HOUSEHOLD HAZARDOUS WASTE DROP-OFF AND ELECTRONIC RECYCLING AND DOCUMENT SHREDDING PROGRAM ("Third Amendment") is effective as of October 1, 2021 ("Effective Date"), by and among the City of Grosse Pointe Farms, a Michigan municipal corporation ("GPF"), the City of Grosse Pointe, a Michigan municipal corporation ("GP"), the City of Grosse Pointe Park, a Michigan municipal corporation ("GPP"), the Village of Grosse Pointe Shores, a Michigan City and a Michigan municipal corporation ("GPS") (each of GPF, GP, GPP and GPS is referred to as a "Municipality" and collectively as the "Municipalities"), and GFL Environmental USA Inc. a Delaware corporation, whose offices are located at 26999 Central Park Boulevard, Suite 200, Southfield, Michigan 48076 (hereinafter referred to as "Contractor") (the Municipalities and the Contractor are sometimes referred to collectively as the "Parties").

WITNESSETH:

WHEREAS, GPF (on behalf of itself and the other Municipalities and the City of Harper Woods, Michigan) and the Contractor entered into the CITY OF GROSSE POINTE FARMS CONTRACT FOR CURBSIDE RECYCLING PROGRAM WITH HOUSEHOLD HAZARDOUS WASTE DROP-OFF PROGRAM on August 3, 2009, for the collection, transportation, processing and marketing of recyclable material within the corporate limits of each of the Municipalities (as well as the City Harper Woods, Michigan) (the "Agreement");

WHEREAS, the Municipalities and the Contractor extended the Agreement by way of a First Amendment with a term that expired on August 2, 2015;

WHEREAS, the Municipalities and the Contractor further extended the Agreement by way of a Second Amendment with a term that expires on September 30, 2021;

WHEREAS, on June 21, 2021, GPF (on behalf of itself and the other Municipalities) issued its Notice of Intent to Accept Proposals for Recycling and Supplementary Services for the GP Communities (the "2021 Recycling RFP");

WHEREAS, on July 19, 2021, the Contractor submitted a written proposal ("GFL 2021 Proposal") in response to the 2021 Recycling RFP (the contents of the 2021 Recycling RFP and the GFL 2021 Proposal are on file with the Office of the City Clerk of GPF);

WHEREAS, the governing bodies of each Municipality have approved the GFL 2021 Proposal, which, among other things, extends the term of the Agreement through September 30, 2023 and provides for a series of options, exercisable by each Municipality, for further extension of the term of the Agreement beyond September 30, 2023.

AMENDED

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. The term of the Agreement is extended until September 30, 2023.
2. The Municipalities (and each of them) shall have three (3) options, each of one (1) year duration, to further extend the term of the Agreement. Each of such options shall be exercisable by the delivery of written notice to the Contractor by the applicable Municipalities not later than thirty (90) days prior to the then-upcoming expiration of the term of the Agreement.
3. The prices pursuant to section 7(a) and 7(b) of the Agreement shall be as follows:

Collection rates will be \$5.60 per month for the period October 1, 2021 through September 30, 2023.

Collection rates will be \$5.94 per month for the period October 1, 2023 through September 30, 2024 (if the first extension option is exercised).

Collection rates will be \$6.12 per month for the period October 1, 2024 through September 30, 2025 (if the second extension option is exercised).

Collection rates will be \$6.30 per month for the period October 1, 2025 through September 30, 2026 (if the third extension option is exercised).
4. The Municipalities are entitled to two Special Events per year. The Municipalities may choose two hazardous waste drop off days or one hazardous waste drop off day and one electronic recycling day OR one paper shredding day.
5. As confirmed in the GFL 2021 Proposal, in the performance by the Contractor of its services under the Agreement (as previously extended and as further extended by this Third Amendment), the Contractor will conform with the specifications, terms, conditions and requirements set forth in the 2021 Recycling RFP. Except as set forth in such 2021 Recycling RFP or except as specifically set forth in this Third Amendment, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the provisions of the 2021 Recycling RFP and the provisions of the original Agreement, the provisions of the 2021 Recycling RFP shall control.
6. The Parties agree that signatures on this Third Amendment may be delivered by facsimile or an emailed PDF copy in lieu of an original signature, and the Parties agree to treat facsimile or emailed PDF signatures as original signatures and to be bound by this provision. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all counterparts, when taken together, will constitute one and the same agreement.
7. Each of the Parties represents and warrants that the individuals signing this Agreement on behalf of such Party has authority to sign on behalf of the entity for which they have acted as signatory.

[signatures on following page]

Dated: _____, 2021

Witnessed By:

Chip M. Hull

CITY OF GROSSE POINTE,
a Municipal corporation

By: 

Peter J. Dame

Its: City Manager

Dated: OCTOBER 7, 2021

Witnessed By:

Derrick Kozicki

CITY OF GROSSE POINTE FARMS,
a Municipal corporation

By: 

Shane Reeside

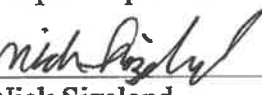
Its: City Manager

Dated: October 6, 2021

Witnessed By:

Lolly a. Buhe

CITY OF GROSSE POINTE PARK,
a Municipal corporation

By: 

Nick Sizeland

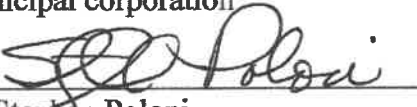
Its: City Manager

Dated: October 8, 2021

Witnessed By:



VILLAGE OF GROSSE POINTE SHORES,
a Municipal corporation

By: 

Stephen Poloni

Its: City Manager

Dated: October 12, 2021

Witnessed By:

GFL ENVIRONMENTAL USA, INC.,

By: 

Lou Berardicurti

Its: Regional Vice President



GROSSE
POINTE
PUBLIC
LIBRARY

Grosse Pointe Public Library Library Update

JESSICA KEYSER
SUSAN HIGMAN LARSEN
SANDRA AMBROZY
LIBRARY BOARD OF TRUSTEES
CITY OF GROSSE POINTE PARK



GROSSE
POINTE
PUBLIC
LIBRARY

Highlights

- NEW STAFF MEMBERS
- MEETING THE COMMUNITY NEEDS
- SUMMER READING
- CAPITAL IMPROVEMENT PROJECTS
- STRONG FINANCIAL RESULTS

New Staff and Leadership Team Members

Leadership Team Changes

- Darlene Hellenberg replaced Peggy Kitchel as Asst. Dir.
- Chris Mueller assumed Ewald Branch Manager
- Jessie Schenk replaced Pat McClary as Woods Branch Manager
- New Librarians – Adam Pecar, Lisa Burns & Alexis Smith



Darlene



Chris



Jessie
e

Meeting the Community Needs

Adult Programs

- **Ukranian Author Andrey Kurkov May 2022**
- **1000 Hours Outside family programs**
- **Books on the Lake April 2023**
- **Authors to the Pointe Oct. 2022**
- **New Outreach Program for parents with a newborn**



April 29
Grosse Pointe Yacht Club



Accommodating patrons enables the Library to increase and enhance access to services

Meeting the Community Needs

Youth Programs

- Book Groups for Youth and Tweens
- In person Story Times
- Park visits all summer
- Teen programs
- To-go craft activities



Accommodating patrons enables the Library to increase and enhance access to services

Summer Reading 2023

- Kicked off June 1
- Through August 12
- Kids, Teens & Adults
- Activities and prizes all summer long



ALL TOGETHER NOW GPPL BINGO

Attend a library program.		Read about a famous historical event.	Use our cookbooks to cook for a friend.	
	Read aloud with a someone.	Enjoy movie night with our Kanopy collection.	Order a book from another library using mel.org.	
Read a book about improving the world.	Grab a tool from our tool collection.			Read a book published the year you were born.
Check out a yard game or seeds!	Read a book set outside the U.S.		Read a book about a group of friends.	
	Submit a recipe to our community cookbook!	Read a book by a Michigan author.	Enjoy the outdoors at a park or library patio.	

To celebrate the 2023 Summer Reading theme, ALL TOGETHER NOW, GPPL is compiling a **Community Cookbook** full of our favorite recipes and local eats.

Fill up your Summer Reading Bingo Card on gp.beanstack.org/365 to qualify for a FREE copy!

To submit a recipe or fave local dish, visit our website at grossepointelibrary.org/summer-reading

Summer Reading Starts Today!





GROSSE
POINTE
PUBLIC
LIBRARY

New Maker Space at Woods Branch



Capital Improvement Projects

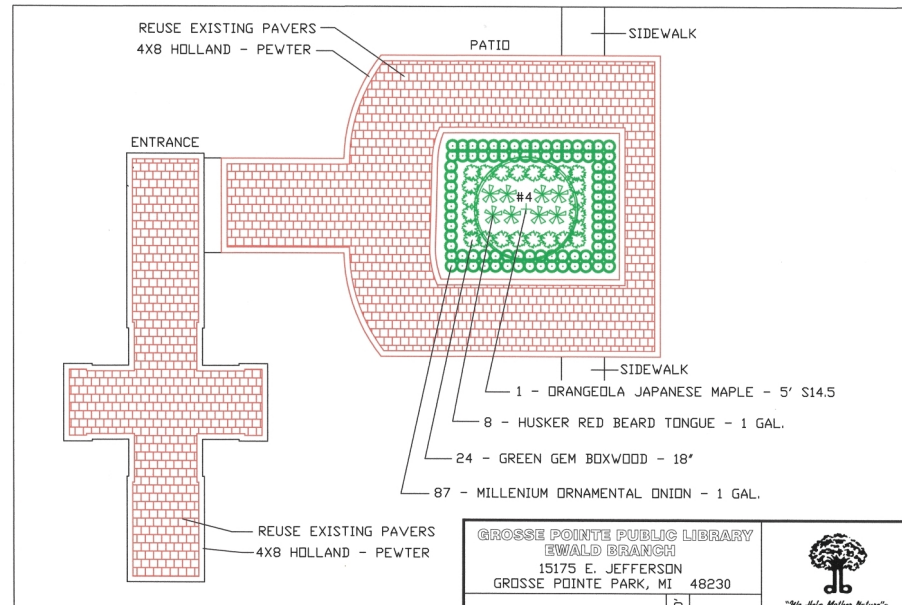
Woods Branch Phase Two Complete

- Grand Re-Opening September 9, 2022



Ewald Branch Update

- Interior completely renovated Spring 2021
- Outdoor patio update



Capital Improvements Phase 2 Underway

- **Central Branch Construction**
 - Central Annex opened at 120 Kercheval on The Hill
 - Construction on schedule
 - Plan to reopen September 2022

May 2022

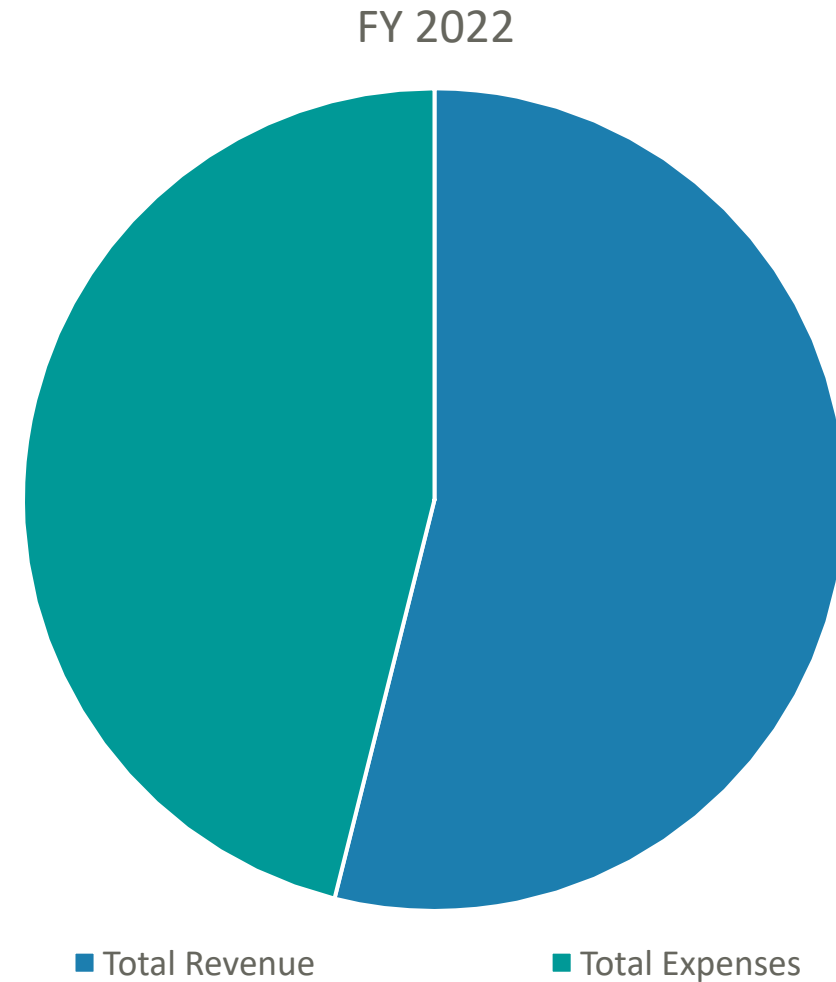


May 2023



Strong Financial Results

- **Total revenue \$6.9 million**
- **Total expenses \$5.9 million**
- **Unmodified Audit Opinion**



Thank you



www.grossepointelibrary.org



STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

RESOLUTION TO DECLARE BRIAN FRASER DAY IN GROSSE POINTE PARK

At a regular meeting of the City Council for the City of Grosse Pointe Park, Wayne County, Michigan, held in the Municipal Building of said City, on the 12th day of June 2023 at 7:00 p.m., the following resolution was adopted.

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

Absent Members:

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

WHEREAS, protecting public safety in the communities they serve is the Mayor and City Councils highest responsibility; and

WHEREAS, mayors and City Council and law enforcement officers – in partnership with local violence intervention resources – know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, gun violence prevention is more important than ever as we see an increase in firearm homicides, and nonfatal shootings across the country; and

WHEREAS, On February 13th, 2023 two students from the Grosse Pointe communities were victims of gun violence, Brian Fraser and Arielle Diamond Anderson attended Grosse Pointe South and Grosse Pointe North and the third victim, Alexandria Verner, attended Clawson High School and whose mother worked at Grosse Pointe North; and

WHEREAS, Brian Fraser was a Park resident since birth and lived with his family on Harvard Road in Grosse Pointe Park. Brian graduated from Grosse Pointe South High School in 2021. He was an athlete in many sports, including lacrosse, swimming, hockey, basketball, soccer and baseball and in college was the President of Michigan State University's Phi Delta Theta Fraternity. Brian dearly loved his family, friends and the community.; and

WHEREAS, On May 27th 2023 at Patterson Park in Grosse Pointe Park, the Beautification Commission met with Brian's family including his mother, father and sister as well as many friends to plant a magnolia tree in memory of Brian Fraser. The family has a large magnolia tree in their front yard and hope the tree will add beauty to the park so that future generations of families and friends visiting Patterson Park will make wonderful memories as Brian once did.; and

WHEREAS, To honor Brian a fundraiser to donate funds has been set up to plant trees in Grosse Pointe City, Farms and Park and the trees will serve as a long-lasting legacy in memory of Brian. To Donate Text “Brian Fraser” to 202-858-1233 or [givebutter.com/GoGreenforBrian Fraser](https://givebutter.com/GoGreenforBrianFraser) and funds are being handled through the City of Grosse Pointe Foundation and tree planting coordinated by the Park/City and Farms Arborist Brian Colter ; and

NOW, THEREFORE, BE IT RESOLVED, I, Mayor Michele Hodges of the City of Grosse Pointe Park, Michigan do hereby proclaim June 2, 2023 as Brian Fraser Day in the City of Grosse Pointe Park and urge all residents in our community to honor and remember all victims of gun violence and to declare that we as a nation must do more to end this crisis.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on June 12, 2023 at 7:00 p.m., the following roll call vote was taken:

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

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 12th day of June, 2023.
IN WITNESS WHEREOF, I have hereunto set my official signature, this 12th day of June 2023

Meaghan Bachman, City Clerk
City of Grosse Pointe Park



CITY COUNCIL MEETING

DATE: June 12, 2023

SUBJECT: Approval of Contract Award for Audit Firm

SUMMARY: The Finance Director prepared a Request for Proposal (RFP) for Professional Audit Services. The RFP was published on the Michigan Inter-Governmental Trade Network (MITN) for the purposes of soliciting for professional audit services over the next five years. The RFP included, at the City's discretion, two additional five-year contract renewal options. The city received three proposals for services. Each of the audit firms were asked to prepare and present to the city's administrative team their proposals for audit services. The administrative team was made up of the City Manager, the Assistant City Manager, the Finance Director, and the City Clerk.

The overall recommendation for Audit services is based on the firm's proposal and interview with the administrative committee with an emphasis on the firm's expertise, total governmental audit experience, the audit approach and team, the firm's ability to rotate partners with future renewals, service and education to Grosse Pointe Park's staff on new GAAP/GASB pronouncements and implementations, their ability to provide timely audit templates/work aids, and the overall committee presentation.

The administrative team's recommendation is to award a five-year contract to Yeo & Yeo CPA Advisors with a 2% annual inflationary increase.

The overall ranking by the administrative committee for the three audit firms was

1. Yeo & Yeo CPA Advisors
2. Rehmann
3. Maner Costerisan

The City's Fiscal Year 2023 financial audit will include the cost of the basic financial report, a Schedule of Expenditure of Federal Awards (SEFA) and new GASB pronouncements, the SOM F-65, and Act 51 reporting.

FINANCIAL IMPACT: In FY2024, the cost of \$46,500 is for the Fiscal Year 2023 Basic Financial Audit Report with a 2% increase for the next four years.

RECOMMENDATION: Motion to approve and authorize the City Manager to enter into a five-year contract with Yeo and Yeo as City's Auditor.

PREPARED BY: Ginger Moriarty, Finance Director/Treasurer





City of Grosse Pointe Park

May 3, 2023



May 3, 2023

City of Grosse Pointe Park
Treasurer/Finance Office
City Hall
15115 E. Jefferson Avenue
Grosse Park Pointe, MI 48230

Thank you for considering Yeo & Yeo for your auditing needs. We are pleased to provide this proposal for your audit work for the fiscal years ending June 30, 2023, through 2027.

Yeo & Yeo is an innovative firm that is among the leading certified public accounting and consulting firms in the country. The following key points highlight our qualifications:

- A commitment to performing quality governmental audit, tax and consulting services. The firm currently provides services for more than 130 governmental audits.
- Members of the firm's Government Services Group are active in several associations, foundations, boards, and committees.
- With our award-winning Audit process, our clients recognize greater efficiency, timely turnaround, and overall ease in the audit.
- A clear position of leadership among regional providers of auditing, accounting, business consulting, employee benefits, technology and tax services.
- Members of the firm's Education Services Group are frequent presenters at state and local education conferences and trainings.

Yeo & Yeo has the knowledge and experience to furnish the auditing services that you are requesting. We adhere to the highest quality standards and are committed to serving timely and efficiently.

We look forward to the opportunity to work with you.

We appreciate the opportunity. Thank you for your consideration.

Sincerely,

Ali N. Barnes, CPA, CGFM
Principal, Yeo & Yeo
Ali.barnes@yeoandyeo.com



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A. Expertise and Experience.

Main Contact:

Ali N. Barnes, CPA, CGFM, Principal

Year of Establishment:

1923

Location of Office Performing the Engagement:

We utilize a team approach to staffing audit engagements based on the required skill sets of the team, rather than where the office is physically located. Because of this, we may draw on governmental professionals who are based in any of our offices. This approach ensures your engagement is staffed with professionals with governmental accounting and auditing experience.

Total Size of the Firm:

Yeo & Yeo has grown from a family-owned business to being among the Top 200 certified public accounting and consulting firms in the country. Our team of 29 Principals and Presidents and more than 200 professionals provides comprehensive solutions for individuals, businesses, school districts, units of government, and not-for-profit entities. Total size of the audit team consists of 55 employees.

Number of Partners Available for Rotation:

Yeo & Yeo has 12 audit partners available for rotation.

Engagement Team Member	CPE Hours (Past 3 years)	Governmental Entities**	Not-for-Profit Entities
Ali N. Barnes, CPA, CGFM	312.40	21	13
Jamie L. Rivette, CPA, CGFM	228.40	45	38
Michael Rolka, CPA, CGFM	249.20	35	19
Daniel Beard, CPA	213.70	14	19
Christina LaVielle	126	22	3

**Excludes additional engagements that principals work on in a quality control reviewer capacity. Each principal provides this level of review on at least 20 additional engagements annually.

Please see the **Meet Your Engagement Team** section for each engagement team member's complete curriculum vitae.



Quality of Staff Over Term of Agreement

Our clients benefit from a low employee turnover rate. Yeo & Yeo Principals are actively involved in the performance of services and pride themselves on being the client's personal contact. We believe that this success in retaining our best and brightest employees is due to the multiple initiatives that the Firm has in place to promote retention; opportunities for advancement, flexible work schedules, mentoring programs, excellent compensation and benefit packages, training, outings, just to name a few. Our philosophy is to assign the same engagement team each year as much as possible to maintain continuity of the team, though some rotation is inevitable over time especially at the lower staff levels. We will commit to staffing your engagement with only auditors who are experienced in the government industry. We believe a clear link exists between our continued success among our diverse portfolio of governmental clients and our high level of employee confidence and satisfaction.

Firm Experience in Performing Federal Awards Audit

Yeo & Yeo has extensive experience providing audits of federal awards. We provide specific testing and risk assessment for each major program based on the several compliance areas. Federal award audits are provided for our governmental, education and not-for-profit clients. We have a team specifically charged with providing staff with the applicable testing requirements. Both members of this team and staff at all levels receive training on federal award audits. Due to the increased federal funding available through the Coronavirus Local Fiscal Recovery Fund and American Rescue Plan Act our team has spent additional time attending training and webinars specifically on these funding sources

Client Reference List

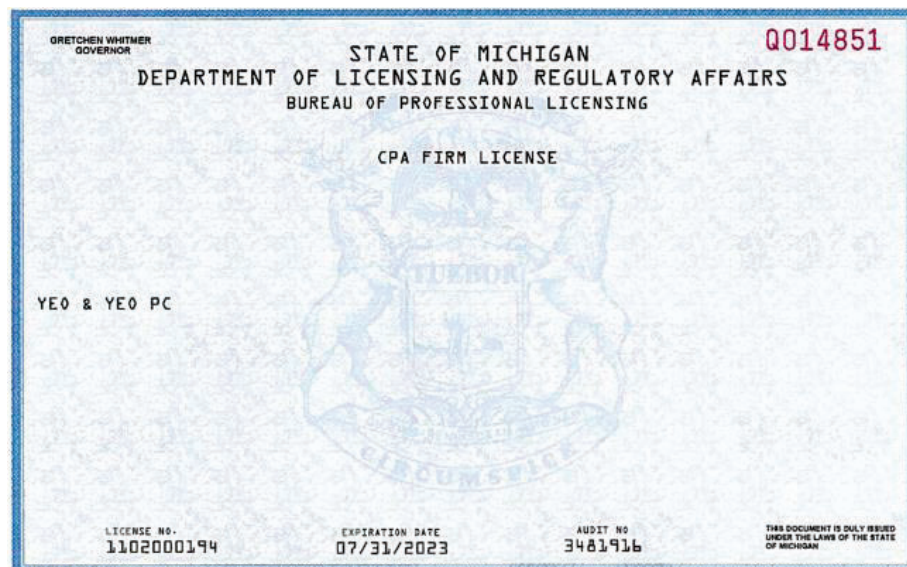
Please see provided form.

Professional Memberships

Please see the ***Government Industry Experience*** section.

License to Practice in Michigan

Yeo & Yeo is licensed by the State of Michigan, Department of Licensing and Regulations, to practice public accounting in the State of Michigan. All key professional staff assigned are properly licensed to practice in the State of Michigan.





Peer Review

Below is our most recent peer review report from 2019. We are currently in the process of completing our peer review for the period ended August 31, 2022. Our peer reviewers were onsite in December 2022 and have submitted the information to the Michigan RAB for review. We are anticipating receiving a rating of "pass", but do not anticipate the process to be concluded for a few more weeks. Yeo & Yeo's most recent external peer review was for the period ended August 31, 2019. The pass report is the highest possible mark. The peer review letter follows:



Report on the Firm's System of Quality Control

To the Principals of
Yeo & Yeo, P.C.
and the Peer Review Committee of the
Michigan Association of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Yeo & Yeo, P.C. (the "firm") in effect for the year ended August 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

— Your Success is Our Focus —

319 McClanahan Street, S.W. • Roanoke, Virginia 24014-7705 • 540-345-0936 • Fax: 540-342-6181 • www.BEcpas.com

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Yeo & Yeo, P.C., in effect for the year ended August 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies) or fail*. Yeo & Yeo, P.C. has received a peer review rating of *pass*.

Brown, Edwards & Company, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

Roanoke, Virginia
January 13, 2020

Yeo & Yeo has no issues with any federal or state desk reviews or field reviews of its audits during the past three years.

Yeo & Yeo has not had any disciplinary action taken or pending during the past three years with state regulatory bodies or professional organizations.

Independence

Yeo & Yeo is independent of the City of Grosse Pointe Park as defined by generally accepted auditing standards and the U.S. General Accounting Office's *Government Auditing Standards*.

We are not aware of any conflicts of interest related to the City of Grosse Pointe Park or any of its agencies or component units for the past five (5) years and have quality control procedures in place to address any items or circumstances that may arise.



B. Audit Approach.

YeoLean is a reimagined, Lean Six Sigma-based audit process, providing greater efficiency and overall ease in the audit engagement. Our professionals come on-site with a purpose of maximizing our immersion while minimizing your time.

Experience quicker turnaround time, thorough communication, and a structured workflow for maximum efficiency. Our award-winning process is more than applying concepts to improve processes, but rather a cultural change of focusing on audit value and continuous improvement. The audit will be performed in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, when applicable.



Pre-Planning

Pre-planning will assist in determining the information to be gathered during the audit process. Pre-planning includes a meeting with management and the audit committee to determine the logistics of the audit.



Planning

Proper planning assists us in developing an audit plan that focuses on key areas and issues. The planning phase of the audit will include the following to be used in risk assessment:

- Gathering information about the organization and environment via interviews with staff and organizers sent to city staff
- Reviewing prior year audit results
- Identifying unusual and unexpected financial trends
- Obtaining an understanding of internal controls at both the entity and activity level
- Walking through significant transaction classes
- Consider management override of controls



Risk Assessment

This phase of the audit will include assessing the risk of material misstatement of the financial statements:

- Identifying significant audit areas
- Identifying significant and fraud risks using information gathered during the planning process
- Discussions with employees, management, and the Board
- Assessing risk by audit assertion (existence/occurrence, rights, and obligations, completeness, valuation, allocation, and cutoff) for account balances
- Utilization of data extraction software
- Review of laws and regulations subject to audit test work to include



- State of Michigan Audits of Local Units of Government manual
- Numbered letters
- Auditing Procedures Report and applicable instructions
- Inquiries of management for identification of other requirements



Audit Plan

The audit plan will be developed to cover the significant audit areas and the risks identified during the risk assessment process. This is the core of the audit and ensures the audit is tailored to your specific needs. This is not a one-size-fits-all audit.



Single Audit (when applicable)

Evaluation and testing of internal controls and compliance of federal awards will be performed in accordance with the 2 CFR 200 compliance supplement and Government Auditing Standards issued by the Comptroller General of the United States. We provide specific testing and risk assessment for each major program based on the fourteen compliance areas.

Sampling for Compliance

Audit samples taken for the purpose of tests of compliance are determined after compliance requirements have been evaluated, and risk assessment has been performed. Risk assessment will include, but is not limited to, a review of prior year findings, changes in compliance requirements, knowledge, and skill of those involved in fulfilling the compliance requirements, and significance of the compliance area.



Reporting

We will prepare the financial statements and disclosures from the trial balance and the information that you provide to us.

Preparation of the financial statements begins with a quality control approved template that is then modified for the City's financial circumstances. Information from schedules and tables provided by the City are then used to update financial statement and footnote information.

After the financial statements are prepared, they are reviewed at the principal level and by a quality control reviewer. Prior to final issuance a flowsheet is used to verify aspects of the report to ensure there are no mathematical, typographical or content errors.

The following reports will be provided:

- Opinions on the financial statements in accordance with generally accepted auditing standards.
- Internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*. (when applicable)
- Compliance with requirements applicable to each major program and on internal control over compliance in accordance with 2 CFR 200. (when applicable)



We will report to those in charge of governance in accordance with professional standards. Management comments will be prepared to provide management with the opportunity to strengthen internal controls and operating efficiency.

The financial statements and communication letter will be reviewed with management before they are finalized to ensure that information has been appropriately interpreted and recommendations are practical.

Audit Sponsored Portal

In addition to the use of email and phone calls, Yeo & Yeo uses the Suralink portal system to efficiently communicate information between our staff and yours. An initial request list is setup in Suralink. City staff are asked to actively manage this listing by providing documentation and answering questions. Suralink provides a dashboard of progress which allows each of us to understand how complete requests are. We expect all documents to be available at the start of the audit and expect requests to be handled within one business day unless extenuating circumstances exist.

Additionally, Suralink includes a section for posting reports. We use this feature to provide the draft and final reports to the City.

Staff Involvement Hours Matrix					
	Partner	Manager	Supervisory Staff	Staff	Total
Preplanning	2	2	1	1	6
Planning	3	5	8	16	32
Risk assessment	3	5	2	2	12
Audit plan	13	26	49	67	155
Single audit	3	4	24	29	60
Reporting	6	8	16	5	35
Total	30	50	100	120	300



Sample Timeline of Audit

Upon Notification of the Award

Contact with Management
Planning Meeting

October

Field Work (Audit Plan)

November

Exit Conference with Management
Financial Statements
Single Audit Report (when applicable)
Management Letter

December

Presentation



C. Fees.

Pricing

Please see provided Cost Proposal Form.

Yeo & Yeo Fees Clarification

Fees are based on standard hourly rates plus out-of-pocket costs and the time anticipated to complete the audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit.

The bid is based on our estimate of the time required to audit the City of Grosse Pointe Park under normal circumstances. Adequate, reconciled supporting data must be readily available to maintain and/or reduce overall cost of a properly conducted financial and compliance audit. The bid also assumes that the prior auditor performed adequate auditing procedures for us to rely on beginning balances. If additional work is required because we cannot rely on the prior auditor, and/or, if restatements are necessary to correct issues additional fees will be charged at standard hourly rates.

During years when GASB statements are required to be implemented additional fees may be assessed commensurate with the amount of work required for implementation.

The billing rates for additional professional services follow:

Staff Level	2023
Principal	\$360 - \$430
Senior Manager	\$345 - \$365
Manager	\$270 - \$305
Senior Accountant	\$200 - \$220
Staff Accountant	\$155 - \$175

Beyond June 30, 2027, Yeo & Yeo provides the City of Grosse Pointe Park the option for an engagement extension. Upon receiving an extension request, Yeo & Yeo will provide the City of Grosse Pointe Park an updated engagement letter outlining fees for the extended engagement option.

For periods from 2028 through 2037 the base audit contract would increase 2-4% depending on what specific changes have occurred within the City.

The bid includes advice and answers to questions regarding accounting procedures and/or content of the audit report throughout the year that are brief in nature and do not require research.



We consider the services to be provided as a fixed fee engagement. As such, we consider overruns to be our responsibility. For example, if we incur additional time to gain a better understanding of a program or to satisfy ourselves on an issue, our philosophy is that there should be no additional costs to the client. Our planning process reduces the risk of overruns during the course of the audit.

However, if overruns are a result of our determination that not all information has been provided, the inability of staff to provide us with the necessary information to conduct the audit, delays in the process on your part, or new pronouncements or audit requirements not in effect at the time of the proposed fee, we would discuss these issues with you to consider the need for additional billings. In such a case, any overruns would be discussed with you as soon as discovered and an agreement reached before any additional billings would occur. Any costs incurred as a result of requests by federal overseers would also be absorbed by us unless they were unusual and significant. In such a case, we would discuss them with you and come to an agreement on additional fees prior to undertaking the work. *We assure you that you will have no surprises.*

Our fees may be subject to change if the consumer price index (CPI) exceeds the prevailing rate at the date of the proposal.

This proposal is a statement of interest, not a binding contract.



Accountability. Transparency. Possibility.

Government Industry Experience.

Governmental Audit Quality Center (GAQC) Member

Yeo & Yeo is a member of the AICPA's Governmental Audit Quality Center (GAQC) committed to adhering to the highest standards in performing quality government audits. As a benefit of GAQC membership, our audit professionals have access to the latest notices and advice regarding audit, accounting, and regulatory issues. In turn, Yeo & Yeo will keep you informed of important issues and best practices.

GFOA Certificate of Achievement for Excellence in Financial Reporting Experience

Yeo & Yeo supports the Certificate of Achievement for Excellence in Financial Reporting Program (Annual Comprehensive Financial Report program) with audit team members currently active in the certification review process, including Yeo & Yeo's Government Services Group Leader, Jamie Rivette, who serves on the Special Review Committee. The following clients have earned their Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA).

- Cass County
- City of Alma
- City of Bay City
- City of Farmington Hills
- City of Fenton
- City of Midland
- City of Portage
- City of Rochester Hills
- City of Saginaw
- City of St. Clair Shores

Actively Involved

Our audit professionals and members of Yeo & Yeo's Government Services group are actively involved in industry associations that keeps us on the forefront of industry and regulatory issues and also allows us to share our expertise as frequent presenters and trainers.

- Government Finance Officers Association
 - GFOA Certificate of Achievement for Excellence in Financial Reporting Program Special Review Committee member
- Michigan Certified Public Accountants Government Task Force
- Michigan Municipal League
- Michigan Townships Association
- State of Michigan Advisory Committee for Implementation of Uniform Chart of Accounts
- Michigan Government Finance Officers Association
 - Board of Directors
 - Accounting and Auditing Standards Committee
 - Legislative Committee
 - Membership and Mentoring Committee



4 Companies

providing right-sized relationships, knowledge, and focus.

YEO & YEO

CPAS & ADVISORS

YEO & YEO

MEDICAL BILLING & CONSULTING

YEO & YEO

TECHNOLOGY

YEO & YEO

WEALTH MANAGEMENT

Founded in 1923

for a century+ of perspective and service.

Offices across Michigan

to help you exactly where you are.

29 Principals & Presidents

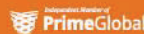
offering unmatched expertise and proven commitment across the state.

200+ Team Members

service and industry specialized professionals dedicated to your needs.

Reach Beyond Michigan

through our extended network.



96%

of our people say they are proud to work for Yeo & Yeo.



Giving Back

to our communities and those in need through the Yeo & Yeo Foundation.

176 Organizations

received a donation

\$344,858

total awarded donations

\$401,915

contributions from Yeo & Yeo employees, leaders, and firm revenue

Awards

recognizing our level of commitment and success.





Personal. Knowledgeable. Approachable.

Meet Your Engagement Team.

Partner, Supervisory and Staff Qualifications and Experience

Your project will be staffed with individuals who collectively possess the necessary skills in financial management, accounting and auditing, technology, internal controls, and compliance with laws and regulations, together with knowledge of governmental regulatory requirements. The following individuals will be assigned to your audit team.



Ali Barnes

CPA, CGFM | Principal
Principal In-Charge



Jamie Rivette

CPA, CGFM | Principal
Concurring Reviewer



Michael Rolka

CPA, CGFM | Senior Manager



Christina LaVielle

Supervisor



Daniel Beard

CPA | Manager



Ali N. Barnes CPA, CGFM Principal.



Education

Bachelor of Professional Accountancy from Saginaw Valley State University (2007)

Professional Certifications

Certified Public Accountant (CPA)
Certified Government Financial Manager (CGFM)

Professional Memberships

American Institute of Certified Public Accountants (AICPA)
Michigan Association of Certified Public Accountants (MICPA)
Michigan Government Finance Officers Association (MGFOA)
Board of Directors
Legislative Committee
Government Finance Officers Association
GFOA Certificate of Achievement for Excellence in Financial Reporting Program Special Review Committee
Michigan Municipal Treasurers Association

Specialty Areas

Municipalities
Audits under Government Auditing Standards
Single audits under 2 CFR 200

Experience

Yeo & Yeo (2007 to present)
Principal, Audit and Assurance
Firm Audit & Assurance Service Team Leader
Firm Government Services Group

Community Service

Alma Police Athletic League – board treasurer
Girls on the Run – finance committee member
Gratiot County Community Foundation – Vice President and finance committee member

Presentation/Presenter

SVSU – “NPO Transparency and Accountability”
SVSU – “NPO Financial Management”
Internal client training – “Increase Finance and Accounting Department Efficiency”
Internal client training – “Tips for Government”
MICPA – “Auditing Standards and How to Stay Out Front”
MICPA – “OPEB Reporting: Embracing GASB 74 and 75”
MICPA – “School District Auditing Primer”
MICPA – “Get Ready for Your 401k Audit”
MSBO – “Fund Accounting”
MGFOA – “Enterprise Accounting”
MGFOA – “Internal Controls in Remote Work Environments”

Publications/Articles Published

GASB 74 & 75
Increase Finance and Accounting Department Efficiency
Cybersecurity and Data Backup Best Practices
Career Advocacy for Women

Training

Michigan Township Auditors Institute
MGFOA Spring and Fall Conferences
Government Audit Quality Control Annual Update
Governmental Accounting & Auditing Update
Michigan Municipal League Conference
Super Circular – Federal Grants
GASB 68 Implementation
GASB 74/75 OPEB Implementation: Accounting & Auditing Considerations



Jamie L. Rivette

CPA, CGFM

Principal.



Education

BBA Bachelor Business Administration – Northwood University

Professional Certifications

Certified Public Accountant (CPA)
Certified Government Financial Manager (CGFM)

Professional Memberships

American Institute of Certified Public Accountants (AICPA)
Michigan Association of Certified Public Accountants (MICPA)
Michigan Government Finance Officers Association (MGFOA)
Michigan Association of School Boards (MASB)
Michigan Municipal Executives (MME)
Michigan Municipal League (MML)

Government

GFOA Certificate of Achievement for Excellence in Financial Reporting Program Special Review Committee
Michigan Government Finance Officers Association Accounting & Auditing Standards Committee
Michigan Government Finance Officers Association Past Board Member

Specialty Areas

Municipalities
Audits under *Government Auditing Standards*
Single Audits under 2 CFR 200

Experience

Yeo & Yeo (1999 to present)
Principal
Assurance Service Line Leader
Firm Government Team Leader

Community Service

Hemlock School Board of Education, Treasurer
Junior League Community Advisory Board
Hemlock Middle School – Volunteer Cross Country Coach

Presentation/Presenter

Fraud and Prevention in Local Governments
MICPA – “Basic Governmental Auditing”
Michigan Township Association – “GASB Update”
MICPA – “Is Your Audit Paperwork up to Snuff?”
MICPA – “Fraud Risks and Why Internal Controls are Important”
MME & MGFOA – “Preparing for a Headache Free Audit”
MICPA – “First Pensions, Now OPEB: What You Need to Know About GASB 74 & 75”
GASB 84 If you Report Fiduciary Funds, Expect Some Changes
The Case for Internal Controls – Reducing Fraud in Government Entities is Easier Than You May Think
MGFOA Spring Conference – “How to Prepare for a Headache Free Audit”
MGFOA Fall Conference – “Enterprise Fund Accounting”
Are Your Security Systems and Employees Prepared to Fight Off Potential Hackers?
Overcoming the Challenges of Remote Auditing During the COVID-19 Crisis
Analytical Procedures Can Help Make Your Audit More Efficient
What Governments Need to Know About GASB 96 Implementation

Training

Michigan Township Auditors Institute
Michigan Government Finance Officers Association Annual Conference
Government Audit Quality Control Annual Update
Governmental Accounting & Auditing Update
Super Circular – Federal Grants
GASB 68 Implementation
GASB 75 OPEB Implementation: Accounting and Auditing Considerations
State & Local Government Audit Planning Considerations
Michigan Municipal Executives Annual Conference



Michael L. Rolka

CPA, CGFM

Senior Manager.



Education

Bachelor of Professional Accountancy from Saginaw Valley State University (2012) with a major in Accounting and minor in Finance

Professional Certifications

Certified Public Accountant (CPA)
Certified Government Financial Manager (CGFM)

Professional Memberships

American Institute of Certified Public Accountants (AICPA)
Michigan Association of Certified Public Accountants (MICPA)
Michigan Government Finance Officers Association (MGFOA)

Experience

Yeo & Yeo (2012 to present)
Senior Manager
Firm Government Services Team Member



Specialty Areas

Audits of Municipalities
Single Audits under the Uniform Grant Guidance
Audits under *Government Auditing Standards*
Audits of local school districts

Community Service

Clinton River Watershed Council Finance Committee
MICPA Governmental Accounting and Auditing Expert Panel
MGFOA Legislative Committee

Presentation/Presenter

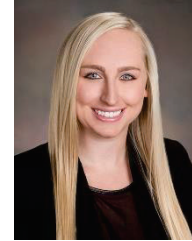
Government Fraud Case Studies
MICPA – *Creating Impactful Presentations Delivering Government Audit Results*
MICPA – *An Abundance of Relief: Auditing Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)*

Training

Michigan Government Finance Officers Association Annual Conference
Governmental Accounting & Auditing updates
Uniform Guidance
Michigan Municipal League Conference
MICPA Government & Auditing Conference
School Update



Christina LaVielle Supervisor.



Education

Bachelor of Science in Professional Accountancy
from Central Michigan University (2013)

Professional Memberships

Michigan Government Finance Officers Association

Specialty Areas

Audits of municipalities
Audits of local school districts
Single audits under Uniform Grant Guidance
Audits under *Government Auditing Standards*

Experience

Yeo & Yeo (2014 to present)
Supervisor
Member of Firm Government Service Team
Member of Firm Audit Team
Senior Accountant
Staff Accountant

Community Service

Auburn Hills Chamber of Commerce Member
Auburn Hills Chamber of Commerce Golf Committee
Member

Presentation/Presenter

Choosing the Right Auditor for your Government
Entity
Beware of These 3 Common Types of Unlawful
Expenditures
Common Capital Asset Reporting Issues
Encountered by Municipalities

Training

Michigan Government Finance Officers Association
Conference
School updates
Single Audit updates
IDEA Training
Nonprofit training
BS&A training



Daniel A. Beard

CPA

Manager.



Education

Master of Science in Accounting from Eastern
Michigan University 2015
Bachelor of Business Administration from Eastern
Michigan University 2010

Professional Certifications

Certified Public Accountant (CPA)

Professional Memberships

American Institute of Certified Public Accountants
(AICPA)
Michigan Association of Certified Public Accountants
(MICPA)
Michigan Government Finance Officers Association

Specialty Areas

Audits of government
Audits of local school districts
Audits of not-for-profit organizations
Audits of for-profit businesses
Audits of healthcare organizations
Audits of fraud
Single Audits
Preparation of not-for-profit tax returns

Experience

University of Michigan (2010-2016)
Financial Specialist, Medical School
Associate Administrator, Various Depts.
Yeo & Yeo (2016 to present)
Manager
Senior Accountant
Staff Accountant
Firm Government Services Team

Community Service

Leadership Ann Arbor
Ann Arbor Chamber of Commerce

Training

Michigan Government Finance Officers Association
Conferences
School Updates
Accounting Update
Nonprofit training
MICPA Applying Uniform Guidance in Your Single
Audits
990 training



Honoring All Perspectives. Bringing Our Whole Selves.

Commitment to Diversity, Equity, and Inclusion.

Yeo & Yeo is committed to an inclusive, diverse, and equitable workplace where our people can be their authentic selves and our culture supports our clients and communities.

Yeo & Yeo values diversity, and we put emphasis on hiring and supporting a diverse workforce, as well as giving back to the communities in which we live and work with our time, talents, and treasures.

We make a strong effort to annually educate and encourage students early on to go into accounting and professional services, from speaking at high schools with large minority enrollment to having students tour Yeo & Yeo and providing scholarships. We also work closely with colleges throughout Michigan with an emphasis on finding diverse candidates.

Yeo & Yeo is incredibly proud of our family-friendly culture and our ability to attract and retain women. For years, we have provided our professionals with a healthy work-life balance. We support that even more so now, with many of our professionals working remotely and effectively balancing work and home life. Further, our total workforce is more than 54% female, and the number of women in leadership positions exceeds 50%. The average percentage of female partners for CPA firms across the nation is only 15%.

Yeo & Yeo's culture also focuses on supporting our communities by giving back to organizations such as the Boys & Girls Club, food banks, homeless shelters, READ associations, child abuse and neglect organizations, and many others that serve a large proportion of minority groups.





Document Portal: Suralink.

Suralink is a web-based communication platform that adds transparency and efficiency to your audit. The platform provides a secure file transfer portal, dynamic request list, and real-time workflow updates. Suralink keeps all requests in the same place, making it easier to complete your engagement.



Delegate, Assign, and Filter Requests

- Delegate requests to specific team members and filter requests by status or owner
- The status of each request is indicated by a color and automatically changes with progress



Central Dashboard with Real-Time Progress Updates

- Easily view the percentage of progress of requests and engagements
- See the real-time status overview of each request in a quick view bar
- Each request holds files, comments, assignments, and an activity log
- Set preferences to receive notifications of activity relating to your engagement



Improve Efficiency

- Spend your time getting the job done, not reconciling a messy list of outstanding items
- Download all files in a section, edit a group of requests, communicate with your team, or drag and drop multiple files at the same time—all with just a few clicks



Protect Your Sensitive Information

- Integrate your current two-factor authentication provider or start using Google at no cost
- Protect sensitive information with inactivity time-out and SSL AES 256-bit encryption





Nurturing A Relationship Built on Success.

Educational Content and Resources.

Yeo & Yeo keeps you informed about important issues affecting your organization and provides the training and resources you need to achieve excellence. These are communicated to our clients through client training, webinars, newsletters, blog, email alerts, and social channels.



eNewsletters

- Up-to-date information
- Expert analysis
- Delivered to your inbox



Audit Resource Center

- On our website
- Tips + tools
- An extension of our people



Client Training + Webinars

- Key topics
- Client empowerment + education
- A forum for compliance



eAlerts

- Urgent information
- Changes, deadlines, need-to-know information
- Instant notifications



Blog

- Deep insight
- Timely perspectives
- Fresh analysis from thought leaders



A Focus on Government Audits.

The Yeo & Yeo Difference.

At Yeo & Yeo, we understand the complexity of state and federal compliance requirements. We also understand the importance of working with a partner you can trust. Our work in governmental audits goes beyond the technical; we want to maximize efficiency in a very human, very Yeo & Yeo way. The following sets us apart.

Exceptional People.

Expertise. Empathy. Enthusiasm. All of Yeo & Yeo's experts choose their career path through personal experience and interest making them extraordinarily dedicated to their work. Yeo & Yeo is known for its exceptional service, professional staff, and the enjoyable experience you will have while working with them.

Deep Experience.

Our statewide firm has 45 dedicated governmental auditors that provide services to organizations throughout Michigan. We have the knowledge and insight to recognize opportunities and identify specific areas of your organization that can be strengthened.

Timely Communication.

Our start to finish scheduling process ensures accurate pre-planning for a smooth transition. Our clients know what to expect when we arrive on site. We make it a priority to provide frequent updates and communication throughout the entire engagement.

Partner Involvement.

We maintain the same partners on engagements year after year, creating ongoing continuity and deep situational knowledge. Your dedicated partner-in-charge will be onsite and available to you during the audit. A concurring partner will provide a high-level overview for quality control.

A Passion for Community.

It's our passion to invest time, talent, and resources in the communities where we live, work, and play.

Thank You for Considering Yeo & Yeo.

We appreciate the opportunity to present this proposal and are committed to helping you achieve your goals. This is more than just a project for us; it's an opportunity to create an important relationship built on success.

Yeo & Yeo's Government Services was created for this exact purpose, and we look forward to the selection process. Beyond your engagement team, you will have access to our full Government audit team of experts. We would love for you to get to know them. Use the link below or scan the QR code to watch a video introducing our team.



Video link: yeoandyeo.com/government-services-engagement-team

If you have any questions or concerns or need clarifications, do not hesitate to contact me.

Let's thrive.

Ali N. Barnes, CPA, CGFM
Principal, Yeo & Yeo
Ali.barnes@yeoandyeo.com

Failure to complete this form shall result in your Proposal deemed non-responsive and rejected without any further evaluation.

Item	Description	Year	Proposed
1	City's base Annual Audited Financial Report & GASB Presentment	FY2023	\$ 46,500
2	City's base Annual Audited Financial Report & GASB Presentment	FY2024	\$ 47,450
3	City's base Annual Audited Financial Report & GASB Presentment	FY2025	\$ 48,400
4	City's base Annual Audited Financial Report & GASB Presentment	FY2026	\$ 49,375
5	City's base Annual Audited Financial Report & GASB Presentment	FY2027	\$ 50,365
Grand Total of Base Annual Audited Financial Report			
		Year	% Change
	Method (if any) in applying increase to base after first audit year	FY2024	2
	Method (if any) in applying increase to base after second audit year	FY2025	2
	Method (if any) in applying increase to base after third audit year	FY2026	2
	Method (if any) in applying increase to base after fourth audit year	FY2027	2

6	Annual base cost of Schedule of Federal Expenditure Awards (SEFA)	FY2023	\$ 8,000
7	Programs tested over two (2) major Federal grant award programs per audit (per program)	FY2023	\$ 3,000
		Year	% Change
	Method (if any) in applying increase to base after first SEFA year	FY2024	2
	Method (if any) in applying increase to base after second SEFA year	FY2025	2
	Method (if any) in applying increase to base after third SEFA year	FY2026	2
	Method (if any) in applying increase to base after fourth SEFA year	FY2027	2

8	Other Supplemental Services (per Hour) - Principal		\$ 360-430
9	Other Supplemental Services (per Hour) - Management		\$ 270-365
10	Other Supplemental Services (per Hour) - Staff		\$ 155-200
11	Annual Base cost preparation and filing of F-65 to State of Michigan (SOM)		\$ 1,000
12	Annual Base cost preparation and filing of P.A. 51 to State of Michigan		\$ 1,650
13	Annual Base cost preparation and filing of Qualifying Stmt. to SOM		\$ 750

14	Bond Official Statement Consent Letter		\$ 4,500
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VERIFICATION OF MINIMUM QUALIFICATIONS FORM

Provide references that will support the experience qualification of governmental or not-for-profit audit services. *Respondent should supply references of clients similar in size to the City of Grosse Pointe Park (preferably public sector), as requested in the Expertise and Experience criteria section.*

1. Client Name: City of Flat Rock

Client Contact Joanne Beard Title: Administrator/Treasurer

E-mail treasurer@flatrockmi.org Contact Phone Number: 734-789-2322

Client type, services performed, from and to (dates):

Financial statement audits since FYE 6/30/09

2. Client Name: City of Rochester Hills

Client Contact Joe Snyder Title: Chief Financial Officer

E-mail snyderj@rochesterhills.org Contact Phone Number: 248-841-2534

Client type, services performed, from and to (dates):

Financial statement and single audits since FYE 12/31/19

3. Client Name: City of St. Clair Shores

Client Contact Renae Warnke Title: Interim Finance Director (previous controller)

E-mail warnker@scsmi.net Contact Phone Number: 586-447-3310

Client type, services performed, from and to (dates):

Financial statement and single audits since FYE 6/30/16

Assistance also provided in merging funds and with legal issues.

Provide confirmation that will support the minimum qualification.

BUSINESS INFORMATION QUESTIONNAIRE

NAME OF COMPANY Yeo & Yeo CPAs & Advisors

PRINCIPAL OFFICE ADDRESS 7810 N. Alger Road, Alma, MI 48801

TELEPHONE NUMBER () 989.463.6108

DUNS#AND/OR CRR (if applicable) # N/A

FORM OF OWNERSHIP (Check One)

Corporation (X) LLC () Joint Venture ()

State of Incorporation/Registration Michigan Date of Incorporation/Registration 1986

Partnership () If Partnership, select one of the following:

Limited () or General () Individual ()

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS, OR OWNERS

Name	Title

LIST OF CORPORATE DIRECTORS

Principal Business Affiliation

Name	Other Than Respondent Directorship

HAS YOUR COMPANY OPERATED UNDER ANY DIFFERENT NAMES IN THE PAST FIVE (5) YEARS? **(YES)** NO

IF YES, PLEASE IDENTIFY THE NAME(S) UNDER WHICH YOUR COMPANY HAS OPERATED:

Yeo & Yeo, PC & Business Consultants

ADDITIONAL INFORMATION REQUIRED BY THE CITY

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Name	Address
N/A - none over 5%	

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: Identify any contract(s), including any contract involving a personal, familial, employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the City of Grosse Pointe Park, or with any of its Board members or officers.

N/A

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

N/A

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

Yeo & Yeo CPAs & Advisors
(Name of Company)

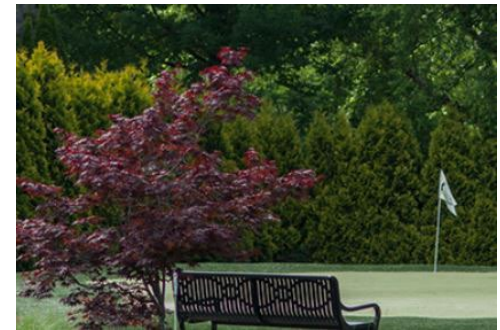
By  May 3, 2023
(Signature) Date

Principal
(Title)

By _____
(Signature) Date

(Title)

City of Grosse Pointe Park



Audit Proposal Presentation

PRESENTED BY:

Ali N. Barnes, CPA, CGFM | Principal

Michael L. Rolka, CPA, CGFM | Senior Manager



YEO & YEO

CPAS & ADVISORS

Meet Your Team



Ali N. Barnes, CPA, CGFM

Principal

ali.barnes@yeoandyeo.com

16 years of auditing and consulting experience
with governmental entities



Michael L. Rolka, CPA, CGFM

Senior Manager

michael.rolka@yeoandyeo.com

10 years of auditing and consulting experience
with governmental entities



YEO & YEO

LET'S THRIVE



A Century of Serving & Just Getting Started.

At Yeo & Yeo, we've been helping organizations thrive since 1923.

Our renewed promise for the next 100 years?

To walk with you through challenges. Through the unknown.

Through disruption. Through change. And always to success.



Founded in 1923

for a century+ of
perspective and service.

Offices Across Michigan

to help you exactly
where you are.

200+ Team Members

Service and industry-
specialized professionals
dedicated to your needs.



Qualified to Serve You



More than 130
governmental
audits performed



Active
participation with
GFOA, MGFOA,
MML, and more



Statewide
discussion **leaders**
and **presenters**



Low employee
turnover and
significant **principal**
involvement



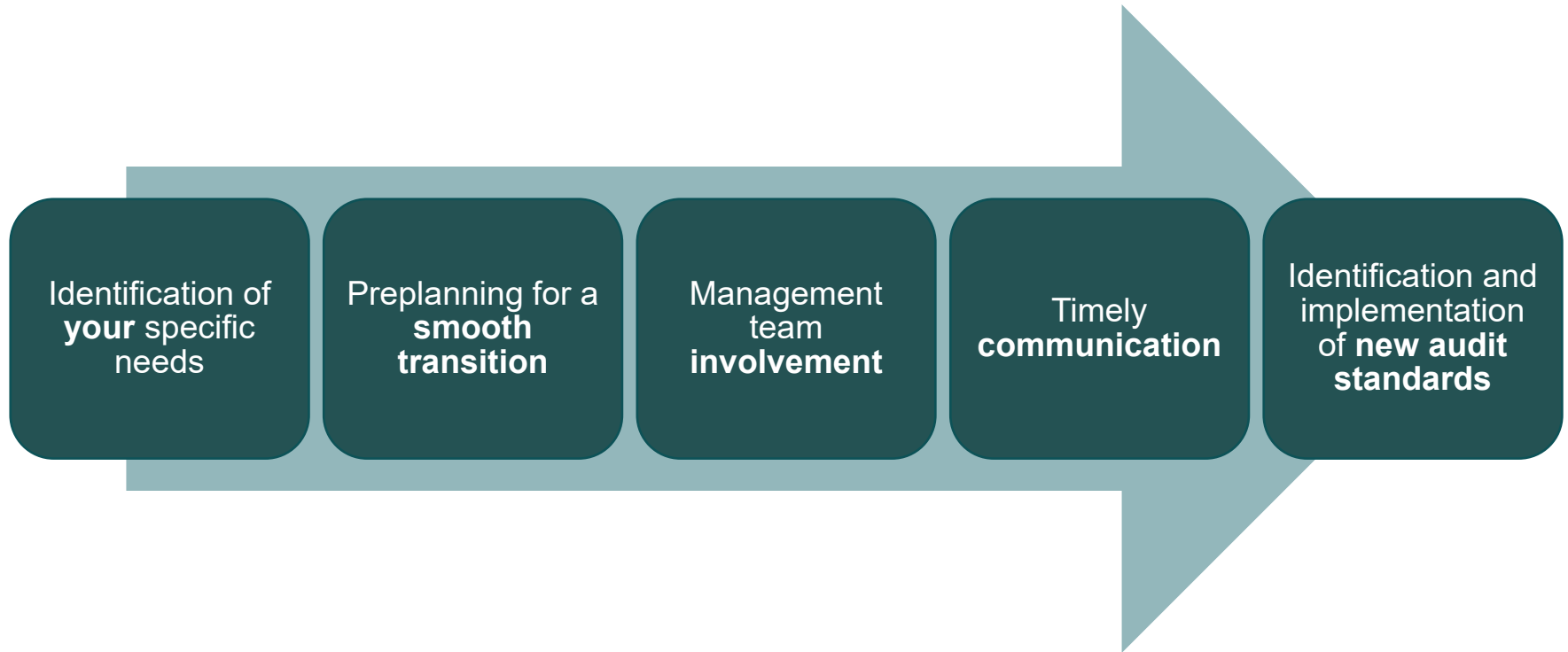
Delivering Better Client Service

YeoLEAN transforms the audit process. Our audit clients realize greater efficiency and ease in the audit process.

- **Comprehensive engagement planning** to establish expectations, minimize re-work and ensure on-time delivery.
- **Streamlined fieldwork** to increase audit staff efficiency, minimize interruptions of client's staff, and reduce lag time.
- **Team approach** to work together towards the common goal of a stress-free, on-time, accurate audit engagement.



Customized Audit Planning



Beyond the Numbers

Annual review and evaluation of **key transaction cycles** including:

- ☑ Disbursement systems
- ☑ Payroll systems
- ☑ Cash receipt
- ☑ Tax collections/disbursement
- ☑ Utility billings
- ☑ Others by necessity or request



Incorporating What Keeps You Up At Night



Determined each year based on discussions with members of the City Council and management.

Testing each year will typically include several of the following:

- ☑ Journal entries
- ☑ Electronic funds transfers
- ☑ Travel reimbursements
- ☑ Credit cards
- ☑ Decentralized cash collections
- ☑ Tax adjustments
- ☑ Data extraction testing
- ☑ Competitive bid testing
- ☑ High-end management controls
- ☑ Duplicate payment amounts

What Your Peers Say About Yeo & Yeo



The City of Rochester Hills is entering its third year of working with Yeo & Yeo, and we are very happy with the level of service and professionalism that Yeo & Yeo provides. The overall audit process has gone very smoothly each year, including the first audit transition year to Yeo & Yeo which was a pleasant and welcome surprise. The City has also received great value from Yeo & Yeo during the times that they are not actively engaged in the City's audit by communicating on developing issues, always being attentive and responsive to questions that may come up through the year, and providing sound guidance. Yeo & Yeo has quickly become a valued partner to the City of Rochester Hills."

Joseph | Chief Financial Officer
City of Rochester Hills



The City of Farmington Hills moved from a long-standing relationship with an excellent track record to Yeo & Yeo, several years ago, and Yeo & Yeo has also provided excellent results with a smooth process and effective/timely communication with City staff. They are a pleasure to work with, and I highly recommend Yeo & Yeo."

Thomas | Finance Director/Treasurer
City of Farmington Hills



Our Goal? To Help You Reach All of Yours.

We wake up each day excited about helping you focus on what you do best. We walk beside you, navigating challenges and opportunities.

VISIT

yeoandyeo.com

CALL

800.968.0010

CONNECT



YEO & YEO

CPAS & ADVISORS

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

Resolution to award a five-year contract for Professional Auditing Services

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 June 12, 2023, the following resolution was offered:

WHEREAS, the City of Grosse Pointe Park City Council recognizes a Request for Proposals was publicly advertised on Michigan Inter-Governmental Trade Network (known as MITN) Purchasing Group from April 13, 2023, to May 3, 2023, for Professional Auditing Services; and

WHEREAS, the City of Grosse Pointe Park City Council recognizes that three audit firms submitted proposals of Professional Auditing Services; and,

WHEREAS, the City of Grosse Pointe Park City Council recognizes with each firm presenting their audit services to the City's Administrative Team that included the City Manager, the Assistant City Manager, Finance Director, and the City Clerk; and,

WHEREAS, the City of Grosse Pointe Park City Council recognizes the City's Administrative Team's recommendation and awards the Professional Contract for a five-year contract term of Auditing Services to Yeo & Yeo CPA & Advisors; and,

WHEREAS, the City Council recognizes auditing services FY2023-2024 expenditures as adopted within each Fund, are sufficient for the first year's contract to include the annual financial statements, the audit of federal grants known as the Schedule of Expenditures of Federal Awards, and other auditing services needed as requested by the City's Administration, for the fiscal year; and,

WHEREAS, the City Council recognizes the solicitation for auditing services beginning with the FY2022-2023 annual audited financial statements and other audit services covers a five-year term from July 1, 2023, to June 30, 2028, with two five-year renewal options available; and,

NOW, THEREFORE BE IT RESOLVED, that the City Council of Grosse Pointe Park hereby approves the award for Professional Auditing Services to Yeo & Yeo CPA Advisors for a five-year contract term.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on June 12, 2023, at 7:00 p.m., the following roll call vote was taken:

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

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__.

Meaghan Bachman, City Clerk
City of Grosse Pointe Park



CITY COUNCIL MEETING

DATE: June 12, 2023

SUBJECT: Fiscal Year 22-23 Budget Amendment

SUMMARY: Amend the FY2022-2023 Budget by recognizing General Fund & Building Inspection Revenues and appropriating General Fund & Building Inspection Fund fund balance.

FINANCIAL IMPACT: Recognize an additional 101 General Fund Revenues of \$211,100 and to appropriation budget in the amount of \$61,546; Recognize Local, Major, and Municipal Roads Budget Reallocations (net zero fund balance effect); and to recognize additional 249 Building Inspection Revenue of \$211,100 and to appropriate budget in the amount of \$82,500.

RECOMMENDATION: Motion to approve revenue recognitions and budget appropriations by funds, as outlined and attached.

PREPARED BY: Ginger Moriarty, Finance Director/Treasurer

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

Resolution to amend the FY2022-2023 Expenditure Budgets

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 June 12, 2023, the following resolution was offered:

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

WHEREAS, the referenced amendments are reflective of activity incurred in the General Fund since the adoption of the FY2022-2023 budget approved on May 9, 2022, and;

WHEREAS, The City Council of Grosse Pointe Park was presented with a proposed budget amendment for Fiscal/Calendar Year 2022-2023, and;

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

WHEREAS, the Council authorizes the Finance Director to recognize 2023 General Fund revenue in the amount of \$109,046, and;

WHEREAS, the Council authorizes the Finance Director to recognize 2023 Building Inspection revenue in the amount of \$211,100, and;

WHEREAS, the Council authorizes the Finance Director to appropriate fund balance amending the 2023 General Fund's fund balance in the amount of \$61,546, and;

WHEREAS, the Council authorizes the Finance Director to appropriate fund balance amending the 2023 Building Inspection restricted fund balance in the amount of \$82,500, and;

NOW, THEREFORE BE IT RESOLVED that the City of Grosse Pointe Park Council Members hereby adopt this Resolution authorizing the Finance Director to recognize 2023 General Fund revenue of \$109,046 and to appropriate fund balance amending 2023 in the amount of \$61,546 and to recognize 2023 Building Inspection revenue in the amount of \$211,100 and to appropriate \$82,500 of its restricted fund balance, as outlined and attached.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on June 12, 2023, at 7:00 p.m., the following roll call vote was taken:

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

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 __.

Meaghan Bachman, City Clerk
City of Grosse Pointe Park

**FY2022-2023 Budget Amendments
FY2023 Recognition of Funding Sources**

GL Number	Account Description	Revenue Budget Recognition	FY2023 Budgeted	FY2023 Revised
101-000-674.000	Private Contributions & Donations Grosse Pointe Park Public Safety Foundation - Public Safety Vests	\$ -	\$ 26,250	\$ 26,250
101-000-674.000	Private Contributions & Donations Grosse Pointe Park Public Safety Foundation - Chief's Conference & Open House	\$ -	\$ 3,896	\$ 3,896
101-000-626.090	Recreational Charges Increase in Revenue for recreation activity	\$ 145,000	\$ 78,900	\$ 223,900
Total 101 General Fund Revenue Recognition		\$ 145,000	\$ 109,046	\$ 254,046
249-000-607.010	Building Permits	\$ 145,000	\$ 173,100	\$ 318,100
249-000-607.060	Occupancy Permits	\$ 75,000	\$ 38,000	\$ 113,000
Total 249 Building Inspection Revenue Recognition		\$ 220,000	\$ 211,100	\$ 431,100

**FY2022-2023 Budget Appropriations
Fourth Quarter Budget Amendments**

GL Number	Account Description	Amendment	Budgeted	Revised
101-173-702.010	Salaries - Full Time Wages Cancel Budget in General Government	\$ 35,000	\$ (21,000)	\$ 14,000
101-191-727.000	Office Supplies Primary Election Supplies	\$ -	\$ 400	\$ 400
101-191-728.100	Comm- Postage & Mail Primary Election - AV Apps, AV Ballots & Envelopes (3000), & other correspondence	\$ -	\$ 4,200	\$ 4,200
101-191-740.000	Operating Supplies Primary Election - Ballot Booths x 5	\$ -	\$ 5,000	\$ 5,000
101-191-741.100	Supplies - Printed forms Primary Electin - Master & Voter Cards, Election Forms, AV Envelopes, AV Apps, & Ballots	\$ -	\$ 2,900	\$ 2,900
101-191-861.000	Mileage Reimbursement & Allowances Primary Election - Reimbursement - use of personal vehicles	\$ -	\$ 100	\$ 100
101-191-900.100	Advertising & Publications Primary Election	\$ -	\$ 800	\$ 800
101-201-702.010	Salaries - Full Time Wages Reallocate Wages from 101-173-702.010 - Accrual Payouts (Finance/Treasury)	\$ 80,000	\$ 39,000	\$ 119,000
101-300-764.000	Supplies - Uniforms Grosse Pointe Park Public Safety Foundation - Public Safety Vests	\$ 53,000	\$ 26,250	\$ 79,250
101-300-959.000	Professional Development & Training Grosse Pointe Park Public Safety Foundation - Chief's Conference/Open House	\$ 2,575	\$ 3,896	\$ 6,471
Total 101 General Fund Appropriations		\$ 170,575	\$ 61,546	\$ 232,121
202-451-971.202	Major Street Improvements Reduce Expenditure Budget	\$ 175,000	\$ (23,200)	\$ 151,800
202-965-999.203	Interfund Transfers Out - Local Roads Increase Expenditure Budget	\$ 60,100	\$ 23,200	\$ 83,300
Total 202 Major Streets Fund Appropriations		\$ 235,100	\$ -	\$ 235,100
203-000-699.202	Intefund Transfers In - Major Roads Increase Revenue from Major Roads	\$ 60,100	\$ 23,200	\$ 83,300
203-000-699.306	Intefund Transfers In - City Roads Decrease Revenue from Municipal Roads fund	\$ 673,145	\$ (23,200)	\$ 649,945

Total 203 Local Roads Revenue Recognition		\$ 733,245	\$ -	\$ 733,245
306-451-971.306	Road Resurfacing	\$ -	\$ 23,200	\$ 23,200
	Mack Avenue Project			
306-965-999.203	Interfunds Transfers Out - Local Streets	\$ 673,145	\$ (23,200)	\$ 649,945
	Budget Cancel - offset increase transfer to 203 Local Roads			
Total 306 Municipal Road Fund Appropriations		\$ 673,145	\$ -	\$ 673,145
249-371-373.000	Salaries - Full Time Wages	\$ 131,600	\$ 43,900	\$ 175,500
	Reclassify: Building Inspector Wages from TIFA			
249-371-719.000	Fringe Benefits	\$ 73,077	\$ 3,600	\$ 76,677
	Reclassify: Building Inspector FICA from TIFA			
249-371-804.100	Professional -Planning Services	\$ -	\$ 35,000	\$ 35,000
	McKenna Planning Contract Services			
Total 249 Building Inspection Fund		\$ 204,677	\$ 82,500	\$ 287,177



CITY COUNCIL MEETING

DATE: June 12, 2023

SUBJECT: Resolution for Section 9.16 Collection of Charter

SUMMARY: In prior years, the City has had a summer tax due date of September 15th—based on the date provided in the General Property Tax Act, Act 206 of 1893. Recently, it was discovered by the City Finance Director/Treasurer that the City Charter calls for a collection date of August 31st. After discussing this matter with the City Attorney, it was determined that the City Charter legally controls and the summer tax due date is **August 31st**.

Per the General Property Tax Act, specifically MCL 211.51(2) and (7), residents who are eligible for the deferment of their summer property taxes may still file their intent to defer by September 15th.

Additionally, as part of a procedural requirement of MCL 211.44(7) of the General Property Tax Act, a Resolution needs to be on file with the City for the proper authorization of certain provisions regarding collection activities as provided in Section 9.16 of the City's Charter.

Staff is recommending the Council look to amend the City Charter so the summer tax due date reflects the same date provided by State Law, i.e., September 14th. For now, until the Charter is amended, summer taxes are due by **August 31st**. The City will work to notify residents through official City communications and other outside publications.

FINANCIAL IMPACT: Per the General Property Tax Act, specifically MCL 211.51(2) and (7), residents who are eligible for the deferment of their summer property taxes may still file their intent to defer by September 15th.

RECOMMENDATION: Motion to Approve Resolution, pursuant to State Law, authorizing Section 9.16 of the City Charter and direct the City Clerk to retain a copy of said Resolution on file with the City

PREPARED BY: Nick Sizeland, City Manager

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

**RESOLUTION FOR THE AUTHORIZATION OF SECTION 9.16 OF THE
CITY CHARTER PURSUANT TO MCL 211.44(7)**

At a regular meeting of the City Council of the City of Grosse Pointe Park, Wayne County,
Michigan (the “City”), held on _____, 2023.

PRESENT:

ABSENT:

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

WHEREAS, pursuant to Section 44 of the General Property Tax Act, Act 206 of 1893,
MCL 211.44(7), as amended, a Resolution is required to authorize certain provisions of Section
9.16 – Collection fees, of the City’s Charter.

NOW, THEREFORE, BE IT RESOLVED, the Council does hereby, pursuant to MCL
211.44(7), authorize the provisions of Section 9.16 of the City Charter concerning the collection
of fees and penalties.

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 _____, 2023, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this _____ day of _____, 2023.

Clerk Meaghan Bachman
City of Grosse Pointe Park



CITY COUNCIL MEETING

DATE: June 12, 2023

SUBJECT: Approval of Contract for Public Safety Director

SUMMARY: Jim Bostock began his law enforcement career with the Macomb County Sheriff's Office in 1996 as a Corrections Officer. In 2002 he signed on with the Detroit Police Department and was assigned to the 1st Precinct and later the Special Operations Unit. Jim has been with the Grosse Pointe Park Public Safety Department for 20 years. He finished top in his class in both the police and fire academies and is a 2019 graduate of the Northwestern University School of Police Staff and Command. Jim has earned eight (8) Department Commendations, two (2) Life Saving Citations and three (3) Unit Citations. Jim started his career as a patrolman, and has been promoted to sergeant, lieutenant, and his current role as deputy chief.

City Administration is promoting Deputy Director Jim Bostock to become the Director of Public Safety of Grosse Pointe Park, Jim will have his official swearing in ceremony on June 16th in the fire hall. The City will not replace the position of Deputy Director for Public Safety.

Jim whenever called upon has fulfilled his duties in Grosse Pointe Park with the utmost passion and determination and has the respect of the community, department and knowledge to lead and guide the Public Safety Department for years to come.

Jim has prepared an employment agreement between himself and the city for which our labor attorney has reviewed and approved before the council to review and accept.

FINANCIAL IMPACT: Jim Bostock is budgeted for with his current salary and benefits request.

RECOMMENDATION: Motion to Approve the Contract between the City of Grosse Pointe Park and Jim Bostock to act as the Public Safety Director

PREPARED BY: Nick Sizeland, City Manager

City of Grosse Pointe Park

EMPLOYMENT AGREEMENT: Public Safety Director

This Employment Agreement (the "Agreement") is made and entered into this ____ day of _____, 2023, by and between James A. Bostock ("Employee") and City of Grosse Pointe Park ("City"). In consideration of the mutual covenants herein contained, Employee and City acknowledge and agree as follows:

I. Employment and Term of Employment. Effective as of the date hereof, the City employs Employee, and Employee agrees to be employed, as Department of Public Safety Director, subject to the general supervision of the City Manager. Employee shall devote his working time to the duties and responsibilities as set forth in the position description that accompanies this Agreement, the City's Charter, and the Ordinance Code, and other such duties and responsibilities as the City Council or City Manager may lawfully assign to him. The Employee agrees to devote his talents, skills, efforts, and abilities toward competently and faithfully fulfilling such duties and responsibilities. This Agreement shall take effect on the date set forth above and continue in force through June 30, 2025, subject to the termination provisions as provided in Article VIII. The Agreement shall be automatically extended for each additional one-year period unless the City gives notice of non-renewal of the Agreement at least 60 days (May 1) before the Agreement's termination date.

II. Compensation; Base Salary; Adjustments to Base Salary. As compensation for Employee's services under this Agreement, City shall pay and Employee shall receive a base salary, before all customary payroll deductions, of \$110,000 in installments payable at the same time as other administrative employees of City are paid. Effective July 1, 2023, in lieu of a wage increase, the Employee shall receive a bonus of four thousand dollars (\$4,000.00). Effective July 1, 2024, the Employee shall receive the same base salary percentage increase as those received by the Command Officers Association of Michigan (COAM) bargaining unit. Salary adjustments may also be made upon recommendation of the City Manager and approval by the City Council.

III. Hours of Work. The parties realize that the position of Director of Public Safety requires the Employee holding such position to work weekends, evenings, and other irregular hours at locations other than the City's administrative offices and during hours that said offices are not open. It is understood and agreed that the Employee shall work whatever hours that may be necessary in order for him to fulfill the requirements of the position, but in any event, no less than forty (40) hours per week. Employee is not eligible for overtime pay.

IV. Employment Benefits. Even though the parties agree and acknowledge that the Employee is not a member of the COAM bargaining unit (i.e., public safety command), during the term of Employee's employment pursuant to this Agreement, the City shall provide Employee with the following employment benefits as provided in the most current and active COAM Collective Bargaining Agreement as though he remained employed in the COAM bargaining unit:

- A. Stipend
- B. Longevity
- C. Holiday Pay (8-hour employee)
- D. COLA
- E. Vacation / Buy Back (except up to 120 hours per year, instead of 60 hours)
- F. Earned Sick Leave and Buy Back
- G. Active Employee Insurances

The Employee shall remain a participant of the City's pension plan as set forth in the COAM Collective Bargaining Agreement.

If the City and the COAM bargaining unit negotiate any change to the above employment benefits, then the Employee shall also receive said change.

Instead of the 457 deferred compensation program provided to COAM bargaining unit, the City shall provide the Employee each fiscal year, matching funds of ten (10%) percent of his base pay to be contributed to his AXA 457 deferred compensation account. Matching contributions shall be payable no less than semi-annually in the months of July and January.

V. Professional Memberships. City shall pay the professional dues and subscriptions necessary for Employee's continued participation in national, regional, state, and local police professional associations and organizations necessary and desirable for his continued professional growth and advancement. Expenses incurred shall be subject to limitations established by the City's annual budget. The City shall also pay for the attendance of professional public safety conferences that are requested by the employee and pre-approved in writing by the City Manager.

VI. Expenses. City shall reimburse Employee for all reasonable and necessary business expenses, including, but not limited to travel expenses for travel when approved in advance by the City Manager, upon receipt of proper documentation provided that Employee submits to City, in a timely fashion, documentation and expense reports and as may be necessary to substantiate the propriety of such expenses under state law.

VII. Vehicle. Employee will receive a monthly vehicle allowance of four hundred (\$400) dollars. Maintenance and fuel commensurate with work use.

VIII. Termination of Employment. The City and the Employee may terminate this Agreement at any time with or without cause as set forth below.

A. Death of Employee. Employee's employment pursuant to this Agreement shall terminate automatically upon the death of Employee. Promptly thereafter, City shall pay Employee's base salary, at the then current rate, through the date of death, plus a lump sum cash payment in an amount equivalent to Employee's accrued but unused vacation and sick time at Employee's then current base salary rate.

B. Termination by Employee. Employee may terminate his employment pursuant to this agreement upon no less than ninety (90) days prior written notice to the City, which notice requirement may be waived in whole or in part by the City Manager at his or her sole discretion. Promptly following the effective date of Employee's termination of his employment pursuant to this subparagraph, City shall pay to Employee his base salary through the effective date of termination, at the then-current rate, plus a lump sum cash payment in an amount equivalent to Employee's accrued, unused vacation and sick time at the then-current base salary rate. Employee's salary and benefits shall not be reduced during the notice period prior to the effective date of his termination pursuant to this subparagraph.

C. Termination by City for Cause. The City may terminate the Employee's employment for cause. If the City terminates the Employee's employment of this Agreement for cause, all rights of the Employee to compensation and the further accrual of benefits pursuant to this Agreement shall cease as of the effective date of such termination. If the City terminates the Employee for cause, the City shall within thirty (30) days after the effective date of termination of Employee's employment, pay to Employee his base salary through the date of termination, plus a lump sum cash payment in an amount equivalent to his accrued but unused vacation and sick time. "Cause" shall include, but is not limited to, any of the following:

1. Material breach of this Agreement by Employee;
2. A pattern of neglect or persistent failure to perform the duties herein contained with respect to duties previously communicated to the Employee in writing by the City Manager but only after the Employee has been provided notice by the City Manager of his or her dissatisfaction with the performance of said duties and Employee has been provided a reasonable opportunity to correct his performance;
3. The use by the Employee of alcohol, drugs, or any other intoxicant or controlled substance, in such a manner as to impair his ability to perform his duties and responsibilities pursuant to this Agreement in a competent and diligent manner or in a manner which harms the reputation of the City;
4. Fraud, dishonesty, or other intentional misconduct either:
 - i. In the performance of Employee's duties and responsibilities pursuant to this Agreement, or
 - ii. Which has a material adverse impact on the City, its officials, administrators, or the Employee;
5. An arrest for a criminal offense, the filing of a complaint, information,

or indictment alleging a crime, or a conviction of any crime; or

6. Any other form of misconduct that would meet the ordinary definition of "cause."

D. Termination by City Without Cause. Employee's employment pursuant to this Agreement may be terminated at any time in the sole and exclusive discretion of City, with or without notice, and for any reason or for no reason. If such termination is not for cause, as that term is used in subparagraph (C) above, then Employee shall receive his base salary from the effective date of termination for ninety (90) days, and a lump sum cash payment in an amount equivalent to his accrued unused vacation and sick time for the calendar year in which the termination occurs.

E. Immediately upon the effective date of termination of Employee's employment, Employee shall cease to perform any activities on behalf of and will cease to hold himself out as representing City, and will forfeit and return all City issued equipment, uniforms, and other City owned property assigned to, or in his possession.

IX. Provisions of General Applicability.

A. Amendment. No amendment or modification of this Agreement shall become effective unless authorized by the City and made in writing and signed by both City Manager and Employee.

B. Integration. This document expresses the complete agreement between the City and Employee, and they have not entered into any other agreement, either oral or written.

C. Severability. To the extent any provision of this Agreement shall be found invalid or unenforceable, it shall be considered deleted here from, and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect.

D. Notice. All notices required or permitted to be given hereunder shall be in writing and shall be given to the parties addressed as follows:

To Employee: James A. Bostock

To City: Nick Sizeland
City Manager
15115 E Jefferson
Grosse Pointe Park, MI. 48230

Or at such other address or addressee as a party may by notice direct. Notices shall be deemed given only upon personal service on the party or upon confirmation of receipt by U.S. Mail, or certified mail, return receipt requested.

E. Agreement Non-Assignable. This Agreement shall be binding upon and inure to the benefit of the parties and Employee's heirs, personal representatives, and attorneys-in-fact. This agreement is non assignable.

F. Waiver of Breach. The waiver by the City Council of a breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

G. Governing Law. This contract shall be construed and be enforced in accordance with the laws of the State of Michigan.

H. Arbitration. Any dispute arising under this Agreement shall be resolved through binding arbitration conducted under the employment arbitration rules, then in effect, of the American Arbitration Association. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express terms of this Agreement. If the arbitrator determines that the City did not have cause to terminate the Employee under Article VIII, C, then his authority is expressly limited to awarding the severance payment set forth above in Article VIII, D. Each party shall be entitled to legal representation before the arbitrator and shall bear his own personal costs and expenses. The decision of the arbitrator is final and binding on both parties.

IN WITNESS WHEREOF this agreement has been executed as of the date first written above.

GROSSE POINTE PARK

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

EMPLOYEE

Signature: _____
Date: June 7 2023



CITY COUNCIL MEETING

DATE: June 12, 2023

SUBJECT: Approval of Medstar Contract

SUMMARY: The City of Grosse Pointe Park is looking to enter into an Agreement for Ambulance Services with Medstar Ambulance Services and the Cities of Grosse Pointe Farms, City and Woods. If approved by Council, Medstar will start ambulance services for Grosse Pointe Park July 1st of this year. The term of this contract is for 3 Years. Medstar currently provides paramedics that can provide basic life support and advanced life support which Grosse Pointe Park does not provide advanced life support.

Jim Bostock will present further information about Medstar Services, the benefits to Grosse Pointe Park and also in attendance will be Kolby Miller CEP of Medstar to take questions and comments from the Council.

FINANCIAL IMPACT: \$49,000

RECOMMENDATION: Motion to award and approve the City Manager to enter into a contractual services agreement with Medstar for a three-year term and to authorize the Finance Director to appropriate from fund balance amending the FY2023-2024 General Fund Public Safety budget 101-300-801.100 Professional & Contract Service account in the amount of \$49,000 for the first year services.

PREPARED BY: Nick Sizeland, City Manager

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

Resolution to amend the FY2023-2024 Expenditure Budgets

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 June 12, 2023, the following resolution was offered:

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

WHEREAS, the referenced amendments are reflective of activity incurred in the General Fund since the adoption of the FY2023-2024 budget approved on May 8, 2023, and;

WHEREAS, The City Council of Grosse Pointe Park was presented with a proposed budget amendment for Fiscal/Calendar Year 2023-2024, and;

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

WHEREAS, the Council awards and authorizes the City Manager to enter into a 3-year contract agreement with a 4% annual inflationary increase with Medstar beginning July 1, 2023, and;

WHEREAS, the Council authorizes the Finance Director to appropriate fund balance amending the 2024 General Fund's Public Safety budget 101-300-801.100 Professional & Contractual Services in the amount of \$49,000, and;

WHEREAS, the Council authorizes the Finance Director to appropriate fund balance amending the 2023 Building Inspection restricted fund balance in the amount of \$82,500, and;

NOW, THEREFORE BE IT RESOLVED that the City of Grosse Pointe Park Council Members hereby adopt this Resolution authorizing the Finance Director to recognize appropriate fund balance amending FY2023-2024 budget in the amount of \$49,000 and to award and authorize the City Manager to enter into the three (3) year contact term with Medstar.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on June 12, 2023, at 7:00 p.m., the following roll call vote was taken:

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

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 __.

Meaghan Bachman, City Clerk
City of Grosse Pointe Park

CONTRACT FOR EMERGENCY MEDICAL SERVICES
BETWEEN MEDSTAR, INC.
AND the Cities of Grosse Pointe Woods, Grosse Pointe Farms, Grosse Pointe Park, and
Grosse Pointe

THIS AGREEMENT is effective this 1 day of July, 2023 by and between Medstar, Inc., a Michigan not for profit Corporation, hereinafter referred to as “Medstar”, with its registered and principal office at 380 N. Gratiot, Clinton Township, Michigan 48036, and the City of Grosse Pointe Woods, Grosse Pointe Farms, Grosse Pointe Park, and Grosse Pointe, referred to as “Cities”.

RECITALS

Medstar is a licensed Emergency Medical Services Agency approved and licensed by the Michigan Department of Community Health pursuant to Section 20918 of Public Act 375 of 2000, an amendment to Public Act 368 of 1978, known as the “Public Health Code”, to provide emergency and interfacility ambulance service in, but not limited to, the area of the Grosse Pointe Communities, Wayne County, Michigan.

Cities are desirous of insuring safe, effective, and clinically appropriate ambulance service for persons within the Cities.

Accordingly, Medstar and the Cities agree to the following:

AGREEMENT

The technical terms and phrases used in this agreement have the definitions set out in Act No. 368 of the Michigan Public Acts of 1978, as amended, including Act No. 375 of Michigan Public Acts of 2000, as amended, and the rules and regulation promulgated by the Department of Community Health as amended from time to time. Medstar’s responsibilities under the

agreement are at all times governed by statutes, rules, and regulations pertaining to emergency medical services.

ARTICLE I **SERVICE AREA**

The Cities shall be the service area affected by this agreement.

ARTICLE II **SERVICE**

Medstar will provide Cities advanced and basic life support ambulance service when request by the Cities as defined in article V.

ARTICLE III **QUALIFICATIONS OF MEDSTAR**

Medstar will furnish ambulances and response vehicles licensed by the Michigan Department of Community Health EMS Division, and staffed with personnel appropriate for the license level of each vehicle. Medstar will provide advanced life support (ALS) ambulances staffed by at least one paramedic and one Emergency Medical Technician, and basic life support (BLS) ambulances, staffed by two Emergency Medical Technicians as the basis of this agreement.

Medstar will maintain accreditation by the Commission on Accreditation of Ambulance Services (CAAS) throughout the course of this agreement, and will notify the Cities of any changes to its accreditation status.

ARTICLE XII **PATIENT SATISFACTION SURVEY**

Medstar will survey patients receiving services from Medstar under this agreement regarding customer satisfaction through the utilization of an independent, nationally

benchmarked patient satisfaction survey. Survey data will be furnished on a quarterly basis to the City Managers.

ARTICLE IV **MEDICAL CONTROL**

The Michigan Department of Consumer and Industry Services has designated a medical control authority for the County of Wayne under Section 20910(1)(k) of the act. Accordingly, the supervision of emergency medical services to be provided by Medstar is under the direction of the Detroit East Medical Control Authority and its designated medical physician director pursuant to Section 20906 of the act.

ARTICLE V **EMERGENCY MEDICAL DISPATCH / CALL CATEGORIZATION**

Medstar will maintain a communication link between its dispatch center and the designated dispatch centers utilized by the Cities.

The Cities designated dispatch center will provide Medstar summarized call information including address and cross streets, primary medical complaint of the anticipated patient(s), and the categorization of the request based on the call screening process (if the cities designated dispatch center provides Emergency Medical Dispatch (EMD) call screening utilizing the National Academy of Emergency Medical Dispatch (NAEMD) triage criteria.)

Call Determinant Level	Ambulance Response Mode	Ambulance Level	First Response Mode	Response Time Criteria
Echo	RLS	ALS	RLS	8/90
Delta	RLS	ALS	RLS	8/90
Charlie	NRLS	BLS	N/I	11/90
Alpha	NRLS	BLS	N/I	11/90
Omega	Referral to Alternative Care			

Medstar will utilize the appropriate level and response mode for each response, as categorized through the national criteria. Absent call screen categorization, Medstar dispatch personnel will attempt to categorize the request based on the information received from the city. If the request cannot be clearly categorized, it will be treated as an Echo response in the table above.

ARTICLE VI **RESPONSE TIME**

Medstar will respond to requests for services within a reasonable time, consistent with the categorization of the request based on the call screening process and in compliance with any applicable medical control authority protocols. Emergency requests requiring the highest priority of medical response will be monitored to insure an eight (8) minute, 59 second or less response 90% of the time. Emergency requests requiring the less than the highest priority of medical response time will be monitored to insure an eleven (11) minute, 59 second or less response 90%

of the time. Requests that are non-emergency in nature (lift-assists, check-outs, etc.) will receive service times as generated by the status of the EMS system at the time of the request.

Medstar will provide the Cities designated representative quarterly reports summarizing the response time performance data.

ARTICLE VII **INDEMNITY**

The parties mutually acknowledge that liability for services performed pursuant to this agreement is controlled under the applicable provisions of MCL 333.20965. Medstar will defend and indemnify Cities from and for any and all liability or claims arising out of Medstar's performance of services under this agreement. The Cities and Medstar also retain all rights to assert common law indemnification and statutory contribution.

ARTICLE IX **PAYMENT AND FEES TO BE CHARGED**

For all services rendered, Medstar will charge the fees in its Normal Service Fee Schedule (attached here as an exhibit and as amended from time to time) for such service directly to said person, and such fees will be in an amount not higher than those fees charged by it for similar services in each of those communities in which it operates in and about the vicinity of the Cities. Medstar represents and warrants that the fees it charges are reasonable and customary and comparable to the fees charged by other services providers under similar circumstances. During the term of this Agreement, Medstar will provide notice to the Cities of any change in its fee schedule. Medstar will accept assignment of Medicare, Medicaid, and commercial payment, and will collect co-pays and deductibles from the responsible party or, if applicable, from

supplemental insurance. Except as otherwise indicated, the Cities is not obligated to collect and/or pay to Medstar any fees it may charge that are not paid by the responsible party.

In the event that Medstar renders services to a Cities employee who is injured in the line of duty, it will bill the Cities or, if applicable, the Cities worker's compensation carrier.

ARTICLE X **BASE OF OPERATIONS**

Medstar's headquarters and dispatch site is at 380 N. Gratiot, Clinton Township, Michigan 48036.

Medstar deploys its ambulances from various strategic locations within and near the Cities to optimize safe response time performance.

ARTICLE XIII **INSURANCE**

Medstar will secure and maintain throughout the term of this Agreement insurance coverage described below from companies in a form and amount acceptable to the Cities:

A. Worker's Compensation and Employees Liability Insurance in compliance with the statutes of the State of Michigan for the personnel provided by Medstar to staff the "Unit".

B. Comprehensive General Liability Insurance (which includes professional liability) and Automobile Liability Insurance in the amounts set forth below;

General Liability - \$1,000,000 per occurrence, \$2,000,000 in the aggregate.

Automobile Liability - \$1,000,000 combined single limit.

Cities will be named as Additional Insured on such policies. Such insurance will be primary for any liability of Medstar arising out of its indemnification of Cities pursuant to Article VII. Medstar will also maintain Excess Liability in the amount of \$10,000,000 or such

amounts as Medstar deems reasonable from year to year, but in no event less than \$5,000,000. Medstar agrees to furnish a copy of each of the foregoing policies to the Cities at or prior to the execution of this Agreement. Each of these policies must also provide that it may not be modified or cancelled without thirty (30) days prior written notice to the Cities.

ARTICLE XIV **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that Medstar is an independent contractor for all purposes of this agreement. Medstar is not an agent, servant, employee, or appointee of the Cities.

ARTICLE XV **COMPLIANCE WITH LAWS**

Medstar will comply with all Federal and Michigan laws and all ordinances of the political subdivisions in which it operates regarding all matters relating to the performance of this agreement including, but not limited to, all such laws and ordinances concerning licensing, training, personnel, and operation of motor vehicles.

ARTICLE VIII **SUBSIDY AND TERM OF AGREEMENT**

This Agreement is effective as of the date first written above. The term of this Agreement is for three (3) years from and after July 1, 2023. The Cities shall pay Medstar \$186,000 per year, paid in quarterly payments as an operating subsidy for the services provided. Unless otherwise modified, the subsidy will increase at a rate of 4 (four) percent per year. The division of the subsidy will be determined by the designated city officials from each city.

ARTICLE XVI
TERMINATION

This agreement may be terminated by either part(ies) upon delivery of written notice of termination not less than one hundred and eighty (180) days prior to the effective date of the termination. Such notices will be considered made if deposited in the United State mail with proper postage for first class postage addressed to the following addresses of the respective parties:

City of Grosse Pointe Farms
Shane Reeside, City Manager
90 Kerby Road
Grosse Pointe Farms, MI 48236

City of Grosse Pointe Woods
Frank Schulte, City Administrator
200025 Mack Plaza
Grosse Pointe Woods, MI 48236

City of Grosse Pointe
Peter Dame, City Manager
14147 Maumee Avenue
Grosse Pointe, MI 48230

City of Grosse Pointe Park
Nick Sizeland, City Manager
15115 E Jefferson Avenue
Grosse Pointe Park, MI 48230

Medstar
Kolby C. Miller, Chief Executive Officer
380 N. Gratiot
Clinton Township, MI 48036

At least 60 days prior to the effective date of such termination, the parties will meet in person to discuss the reasons for the Cities Notice of Termination, and Medstar will have 30 days thereafter to address the concerns that prompted the Cities to give Notice of Termination.

ARTICLE XVII
COMPLETE AGREEMENT

This document constitutes the complete agreement between the parties. There are no oral or other written agreements of any nature pertaining to any matter or thing relating to the subject matter of this agreement.

ARTICLE XVIII
NON-DISCRIMINATION

Both parties agree that any services to be provided will be provided in a manner that does not discriminate on the basis of race, religion, color, national origin, sex, age, height, weight, handicap, AIDS, HIV, hepatitis or other infectious disease, marital status, sexual preference, or any other protected classification or source of payment.

Signature page follows

The parties executed this agreement on the date and year written above.

City of Grosse Pointe

BY: _____
Name of Representative

City of Grosse Pointe Woods

BY: _____
Name of Representative

City of Grosse Pointe Farms

BY: _____
Name of Representative

City of Grosse Pointe Park

BY: _____
Name of Representative

Medstar, Inc.

BY: _____
Kolby Miller, Chief Executive Officer



CITY COUNCIL MEETING

DATE: June 12, 2023

SUBJECT: Adoption of Act 88

SUMMARY: Public Act 88, known as the Reciprocal Retirement Act, was adopted in Michigan in 1961 and provides for the preservation and continuity of retirement system service credits for public employees who transfer their employment between units of government. Act No. 88 helps public employees who have worked either full- or part-time for more than one Michigan governmental employer, but may not have qualified for pension eligibility with any or all of them. The Act allows for the combining of years of service from multiple employers, so that employees may meet their vesting requirement. For example, our Public Safety department has 10 employees who worked in previous communities prior to Grosse Pointe Park.

It is important to note that even though the City will be "counting" an employees previous and future years of service at other municipalities, this "counting" will NOT impact the pension benefits the employees will receive from the City. Current employees who have previous years of service would be able to retire "early" and the City will become a more attractive employer for job seekers as applicants prior experience would be counted for retirement eligibility purposes.

Currently, over 400 governmental units in Michigan have adopted Public Act 88, including all other Grosse Pointe communities. The primary reason for adopting the resolution is because it serves as a recruiting tool and had the potential to save in long-term liability to the City. As you are aware, it is becoming increasingly difficult to recruit qualified, experienced employees, especially in the public safety profession. The adoption of Act No. 88 allows public employees to take a job with another organization and combine their vested service time, rather than losing it. The Command and Patrol Unions of Public Safety proposed that the City of Grosse Pointe Park consider adopting Act No.88. The City Administration has agreed with adopting Act 88 will benefit both the City and our present and future employees. It is important that we continue to attract qualified candidates who have experience working in other governmental organizations.

FINANCIAL IMPACT: Savings in Long Term Liability to the City. For example an employee has 8 years of prior experience with the City of Detroit. If Act 88 were to be adopted, the employee could retire from Grosse Pointe Park with a 17 year pension instead of 25 Years. This would result in a pension savings to the City of 34% for this employee

RECOMMENDATION: Motion to approve the Resolution to opt-in to the Reciprocal Retirement Act that will allow the City Manager to opt Grosse Pointe Park in as a reciprocal unit of government for the purpose of meeting pension eligibility requirements and authorize the City Clerk to certify and file the same

PREPARED BY: Nick Sizeland, City Manager

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

**RESOLUTION AUTHORIZING FILING OF CERTIFICATION TO OPT-IN TO
MICHIGAN'S RECIPROCAL RETIREMENT ACT:**

At a regular meeting of the City Council for the City of Grosse Pointe Park, Wayne County, Michigan, held in the Municipal Building of said City, on the ____ day of ____ 20__ at 7:00 p.m., the following resolution was adopted.

Present Members:

Absent Members:

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

WHEREAS, Public Act 88 of 1961 ("Public Act 88") provides for the combining of retirement service credits among qualifying governmental units (MCL 38.1011 et al); and,

WHEREAS, the City of Grosse Pointe Park is eligible as a governmental unit to opt-in to Michigan's Reciprocal Retirement Act; and

NOW, THEREFORE, BE IT RESOLVED, that a certified copy of this Resolution shall be filed within ten (10) days from the date of this election with:

Michigan Department of State
Office of the Great Seal
7064 Crowser Boulevard
Lansing, MI 48918

and

Municipal Employees' Retirement
System of Michigan
1134 Municipal Way
Lansing, MI 48917

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on ____ 20__, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

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

IN WITNESS WHEREOF, I have hereunto set my official signature, this ____ day of _____ 20__.

Meaghan Bachman, City Clerk
City of Grosse Pointe Park

RECIPROCAL UNITS UNDER ACT 88 OF 1961 (MCL 38.1101 et seq)

As of December 12, 2022

RECIPROCAL UNIT	DATE FILED WITH SECRETARY OF STATE
Adrian, City of	12/10/70
Albion, City of	03/19/69
Albion District Library	01/30/08
Alcona County	07/27/81
Alger County Road Commission	11/27/70
Alger-Schoolcraft District Hlth Dept (merged w/Luce-Mackinaw DHD)	12/16/70
Allegan County	03/07/02
Allegan County Road Commission	02/15/71
Alma, City of	02/24/67
Almont, Village of	03/07/18
<i>Alpena, City of</i>	<i>12/10/68</i>
Alpena County	12/26/68
Alpena County Road Commission	11/20/70
<i>Ann Arbor, City of</i>	<i>07/14/69</i>
Antrim County	11/25/70
<i>Area Community Services Employment & Training (ACSET)</i>	<i>08/06/15</i>
Arenac County	01/15/71
Auburn, City of	02/16/01
Au Gres, City of	12/08/70
Bangor, City of	02/20/90
Baraga County	01/08/71
Baraga County Road Commission	11/23/70
Barry County	06/01/12
Barry County MCF (Thornapple Manor)	12/16/70
Barry-Eaton District Health Department	12/17/70
Battle Creek, City of	07/10/73
Bay Area Transportation Authority (BATA)	10/19/05
Bay City, City of (City & Police/Fire)	10/30/61
Bay City Housing Commission	10/31/61
<i>Bay County</i>	<i>11/22/65</i>
Beecher Metropolitan District	11/19/70
Belding, City of	05/10/00
Belleville, City of	08/08/96
Benzie County	04/26/00
Benzie County Commission on Aging	10/24/03
Benzie/Leelanau District Health Department	04/03/02
Benzie Transportation Authority	05/19/08
Berkley, City of	03/27/68

RECIPROCAL UNIT	DATE FILED WITH SECRETARY OF STATE
<i>Berrien County</i>	<i>10/25/65</i>
Bessemer, City of	08/19/69
Beverly Hills, Village of	06/19/18
Big Rapids, City of	03/13/75
Bingham Farms, Village of	07/06/05
<i>Birmingham, City of</i>	<i>08/31/93</i>
Blackman Charter Township	02/07/03
Bloomfield Hills, City of	09/13/02
Boyer City, City of	12/10/70
Branch County	10/21/03
Branch-Hillsdale District Health Department	08/23/63
Bridgeport, Charter Township of	11/27/70
Bridgman, City of	05/25/05
Brighton, City of	01/10/66
Cadillac, City of	07/23/07
Calhoun County	11/23/98
<i>Calhoun-Branch Community Mental Health Services (dissolved)</i>	<i>11/15/68</i>
Canton Charter Township	02/28/14
Capac, Village of	10/13/92
Capital Area District Library	01/23/02
Capital Region Airport Authority	08/09/74
Carrollton Township	11/05/04
Caspian, City of	11/19/70
Cedar Springs, City of	05/03/94
Center Line, City of	05/26/67
<i>Central County Transportation Authority (CCTA)</i>	<i>10/12/16</i>
Central Dispatch of Muskegon County	10/18/00
Central Lake, Village of	10/24/07
Central Michigan CMH (merged w/Comm Mental Hlth for Central MI)	06/09/80
Central Michigan District Health Department	12/30/70
Charlevoix, City of	12/14/70
Charlevoix County	10/13/65
Charlevoix County Road Commission	02/17/64
Charlotte, City of	09/11/68
Cheboygan County	08/22/07
Cheboygan County Road Commission	01/26/71
Chesterfield Township Library	01/18/17
Chippewa County	03/15/74
Chippewa County Road Commission	12/07/70
Chippewa River District Library	08/11/09
Chocolay Charter Township	09/14/11
Clare, City of	06/14/05
Clare County	11/27/70
Clare County Road Commission	12/04/70
Clawson, City of	02/14/67

RECIPROCAL UNIT	DATE FILED WITH SECRETARY OF STATE
Clearwater Township	03/29/02
Clinton County	01/04/71
Clinton County Road Commission	12/12/68
Clinton, Village of	12/08/70
Clio, City of	01/27/06
Coldwater, City of	04/17/64
Coldwater Board of Public Utilities	11/09/95
Coleman, City of	04/29/13
Community Mental Health for Central Michigan (readoption)	10/24/01
Coopersville, City of	11/07/89
Corunna, City of	01/12/71
Corwith Township	01/18/06
Crawford County Road Commission	02/16/06
Croswell, City of	11/27/70
Davison, City of (amending 2005 resolution)	03/03/08
Delta County	10/16/67
Delta County Road Commission	06/02/03
Delta-Menominee District Health Department	09/19/91
<i>Detroit Board of Education (Teachers)</i>	<i>12/28/61</i>
Detroit Housing Commission	06/23/15
Detroit-Wayne County Health Authority	11/05/08
DeWitt, City of	01/11/06
Dickinson County	12/10/70
<i>Dickinson-Iron Community Mental Health</i>	<i>08/28/92</i>
Dickinson-Iron District Health Department	08/08/86
Dimondale, Village of	08/19/99
District Health Dept #1 (merged with District Health #10)	11/27/70
District Health Dept #2 (formerly West Branch District Health #2)	03/09/70
District Health Dept #3 (now NW Mich Comm Health Agency)	01/30/70
District Health Dept #4 (merged w/Rogers City District Health #4)	04/17/70
District Health Dept #5 (merged with District Health #10)	12/15/70
District Health Dept #10	03/10/98
Douglas, Village of	12/10/70
Dowagiac, City of	09/17/87
Durand, City of	11/18/70
East China Township	05/12/66
<i>East Detroit, City of</i>	<i>06/05/87</i>
East Grand Rapids, City of	01/23/64
East Lansing, City of	11/08/16
East Jordan, City of	01/05/67
Eastern Upper Peninsula Regional Planning & Devl Commission	11/06/08
Eastern Upper Peninsula Transportation Authority	01/17/19
Eastpointe Housing Commission	10/30/12
Eaton County	03/16/70
Eaton Rapids, City of	04/29/03

RECIPROCAL UNIT	DATE FILED WITH SECRETARY OF STATE
Ecorse, City of	02/13/96
Emmett Charter Township	04/19/13
Emmet County	07/05/96
Emmet County Road Commission	05/23/66
Erie Township	07/29/15
Escanaba, City of	11/22/65
<i>Escanaba Housing Commission</i>	<i>03/05/01</i>
Essexville, City of	11/13/70
Farmington Community Library	09/04/92
Flat Rock, City of	10/09/75
Flint, City of	09/13/61
Flushing Charter Township	11/21/06
Forty-One B (41B) District Court	12/06/06
<i>Forty-Five B (45B) District Court (Oak Park)</i>	<i>05/18/89</i>
Franklin, Village of	02/22/22
Fraser, City of	04/24/67
Fremont, City of	08/12/93
Fremont Area District Library	02/19/02
<i>Garden City, City of</i>	<i>12/14/10</i>
Genesee County	01/13/69
Gladwin, City of	11/08/02
Gladwin City Housing Commission	09/27/07
Gladwin County	12/28/70
<i>Gladwin County District Library</i>	<i>07/13/06</i>
Gogebic County	02/22/65
Grand Ledge, City of	11/20/15
Grand Traverse County	04/06/67
Grand Traverse County Road Commission	08/14/69
Grandville, City of	01/14/71
Gratiot County Road Commission	11/20/70
Grayling, City of	04/29/09
<i>Great Lakes Community Mental Health Board</i>	<i>10/19/99</i>
Grosse Pointe, City of	03/25/77
<i>Grosse Pointes-Clinton Refuse Disposal Authority (privatized)</i>	<i>04/16/86</i>
<i>Grosse Pointe Farms, City of</i>	<i>05/08/03</i>
<i>Grosse Pointe Shores, Village of</i>	<i>03/05/09</i>
Grosse Pointe Woods, City of	01/22/88
Hamburg Township	11/20/08
Hamtramck, City of	09/07/71
Harbor Springs, City of	02/09/09
Harper Woods, City of	03/11/66
Harrison, City of	12/11/70
Hastings, City of	11/04/15
Hazel Park, City of	04/14/65
Hesperia, Village of	11/16/10

RECIPROCAL UNIT	DATE FILED WITH SECRETARY OF STATE
Hillsdale, City of	09/13/06
Holland Area Community Swimming Pool Authority	06/02/05
Holland Charter Township	11/30/21
Holland, City of	06/07/68
Holland Community Hospital (privatized)	06/07/68
Holly, Village of	12/02/70
Houghton County	07/18/78
Houghton, City of	05/20/10
Howard City, Village of	03/23/01
Howell, City of	05/31/96
Hudsonville, City of	06/02/71
Huntington Woods, City of	02/23/85
Huron Charter Township	12/10/02
Huron County	05/21/69
Huron County Road Commission	03/05/65
Imlay City, City of	06/09/10
Ingham County	10/05/65
Ingham County Road Commission	04/11/86
Ionia, City of	06/02/94
Ionia County Road Commission	01/07/93
Iosco County	05/07/93
Iosco County Road Commission	10/04/01
Iron County	11/25/70
Iron County Road Commission	08/13/89
Iron River, City of	10/05/20
Isabella County	12/23/68
Isabella County Road Commission	12/27/68
Isabella County Transportation Commission	06/14/05
Ishpeming, City of	02/11/65
Ishpeming Township	10/26/04
<i>Ithaca, City of</i>	<i>12/15/70</i>
Jackson, City of (MERS DC-only)	09/10/71
Jackson County Retirement Commission	10/28/85
Jackson District Library	04/15/99
<i>Jordan Valley EMS Authority</i>	<i>04/13/15</i>
<i>Judges Retirement System (consolidated JRS; orig adoption 1/10/64)</i>	<i>05/19/93</i>
Kalamazoo, City of	05/28/68
Kalamazoo County	11/02/71
Kalkaska County	01/25/99
Kalkaska County Road Commission	12/10/70
Kalkaska, Village of	11/27/70
Keweenaw County Road Commission	11/16/70
Laingsburg, City of	08/30/02
Lake County	02/15/95

RECIPROCAL UNIT	DATE FILED WITH SECRETARY OF STATE
Lake County Comm Mental Health (merged with West Mich CMH)	02/22/95
Lake County District Health Dept #1 (transferred to Dist #10)	11/27/70
Lake Odessa, Village of	01/24/08
Lake Orion, Village of	07/21/98
Lakeview Cemetery	09/14/10
L'Anse, Village of	01/02/03
Lansing, City of	01/07/66
"Lansing Housing Commission (additional resolution in 1/10/01 provided retroactivity to 10/1/99)"	07/22/03
Lansing Police and Fire	07/12/77
Lapeer, City of	02/05/73
Lapeer County	11/06/70
Lapeer District Library	02/08/06
Lathrup Village, City of	01/26/05
Leelanau County	10/12/84
Lenawee County	11/15/65
Leslie, City of	01/12/05
Lexington, Village of	06/22/01
Lincoln Park, City of	
Litchfield, City of	08/15/08
Livingston County	06/24/77
Livingston County Road Commission	10/15/71
Loutit District Library	12/18/01
Luce County	01/08/71
Luce County Road Commission	08/13/69
Luce-Mackinac District Health Dept (merged w/Alger-Schoolcraft DHD)	12/16/70
MBS International Airport (formerly Tri-City Airport Commission)	02/01/71
Mackinac County Road Commission	10/20/99
Mackinac Straits Hospital	12/11/06
Macomb County	12/09/64
Madison, Charter Township of	07/16/10
Madison Heights, City of	02/19/70
Manistee, City of	12/28/04
Manistee County	01/08/71
Manistee, City of, Housing Commission	04/15/05
Manistee-Mason District Health Dept (merged w/Dist Health #10)	12/16/70
Manton, City of	10/29/97
Marquette, City of	02/12/65
Marquette County	08/19/65
Marquette, Charter Township of	09/20/06
Marquette-Alger CMH (now Pathways)	09/27/95
Marshall, City of	02/03/64
Marysville, City of	11/24/61
Mason, City of	03/28/77
Mason County	10/11/65

RECIPROCAL UNIT	DATE FILED WITH SECRETARY OF STATE
Mason County Road Commission	12/05/13
Mason-Oceana Co 911	12/16/03
Mecosta County	03/16/65
Mecosta County Road Commission	12/16/70
Menominee, City of	12/08/69
Menominee County	11/14/83
Meridian, Charter Township of	07/27/01
Metamora, Township of	07/19/02
Metro Police Authority of Genesee County	
<i>Michigan Grand River Watershed Council (Dissolved)</i>	<i>03/01/76</i>
Michigan Municipal Risk Management Authority (MMRMA)	06/24/05
Michigan Public School Employees Retirement	05/12/66
Mid-Mich District Hlth Dept (formerly Stanton Mid-MI Dist Health)	11/27/74
Mid-Michigan Library League	09/09/15
<i>Middleville, Village of</i>	<i>12/01/10</i>
Midland, City of	11/01/67
Midland County	05/16/66
Midland County Central Dispatch Authority	06/22/93
Midland County Road Commission	12/30/70
Midland-Gladwin CMH (merged to Comm Mental Hlth for Central MI)	10/03/00
Milan, City of	07/18/07
<i>Mineral Hills, Village of (merged with City of Iron River 7/1/2000)</i>	<i>12/17/70</i>
<i>Missaukee County</i>	<i>11/17/04</i>
Monroe County	03/08/95
<i>Monroe County Library System</i>	<i>03/22/95</i>
Montmorency County	08/21/79
Mt Clemens, City of	05/13/65
Mount Morris Charter Township	10/29/70
Mt Pleasant, City of	12/20/68
Mundy Charter Township	09/05/07
Municipal Employees' Retirement System of MI (for MERS Staff)	10/07/96
Munising, City of	12/15/70
Muskegon, City of (City and Police & Fire)	11/16/64
Muskegon Area District Library	05/29/15
Muskegon Charter Township	06/23/72
Muskegon County	04/01/65
Muskegon County Central Dispatch	10/18/00
Muskegon County Road Commission	11/13/70
Muskegon Heights, City of	06/26/63
Muskegon Heights Housing Commission	03/15/05
Muskegon Housing Commission	09/29/15
Nashville, Village of	11/17/11
Negaunee, City of	12/17/62
<i>Negaunee Township</i>	<i>08/15/06</i>
New Buffalo, City of	01/12/07

RECIPROCAL UNIT	DATE FILED WITH SECRETARY OF STATE
Newaygo Area District Library	09/07/05
Newaygo County	07/21/65
Newberry, Village of	12/14/17
North Muskegon, City of	11/27/70
Northville Charter Township	06/23/11
Northville, City of	08/10/73
Northwest MI Comm Health Agency (formerly Dist Health Dept #3)	01/30/70
Norton Shores, City of	11/24/69
Norway, City of	07/30/69
Novi, City of	06/05/01
Oakland County	06/25/64
Oakland County Road Commission	04/20/72
Oak Park, City of (MERS DC only)	10/10/68
Oceana County	05/10/71
Ogemaw County EMS Authority	08/08/06
Onaway, City of	11/18/70
Osceola County	01/02/08
Oscoda County	09/16/80
Oscoda-Wurtsmith Airport Authority	03/11/09
Otisville, Village of	01/28/71
Otsego County Road Commission	11/27/70
Ottawa County	01/19/71
Ottawa County Road Commission	02/16/62
Owosso, City of	07/24/64
Pathways (formerly Superior Behavioral MH; Marquette-Alger CMH)	09/27/95
Pentwater, Village of	01/08/71
Petersburg, City of	10/18/01
Petoskey, City of	11/20/15
Pinconning, City of	12/21/70
Pinckney, Village of	04/18/14
Pittsfield Charter Township	11/17/03
Pleasant Ridge, City of	10/24/69
Plymouth, City of	12/12/68
Pontiac, City of (City and Police & Fire)	01/20/67
Portage, City of	02/11/75
Port Huron Charter Township	06/26/08
Port Huron, City of (City and Police & Fire)	01/04/66
Port Huron Housing Commission	11/01/07
Port Sheldon Township	07/24/08
Portland, City of	11/16/70
Pottersville, City of	10/31/08
Presque Isle County	10/19/65
Redford Township	11/25/64
Rochester, City of	01/07/69
Rogers City, City of	11/27/70

RECIPROCAL UNIT	DATE FILED WITH SECRETARY OF STATE
Rogers City District Health Dept #4 (merged w/Dist Health #4)	04/17/70
Romeo District Library	10/03/02
<i>Roosevelt Park, City of</i>	<i>10/11/68</i>
<i>Rose City, City of</i>	<i>02/19/02</i>
Roseville, City of	12/23/68
Royal Oak, City of	09/06/67
Saginaw Charter Township (Police)	11/27/70
Saginaw, City of (City)	12/11/61
Saginaw, City of (Police & Fire)	12/15/61
Saginaw County	10/28/65
Saginaw County Road Commission	12/28/66
Saginaw Housing Commission	07/17/06
Saginaw-Midland Water Supply System	11/20/70
Saginaw, Public Libraries of	10/08/01
Saline, City of	09/16/68
Sandusky, City of	04/16/07
Saranac Housing Commission	01/20/05
Saugatuck Township (Fire)	04/23/10
Sault Ste Marie, City of	09/20/72
Sault Ste Marie Housing Commission	01/31/07
Schoolcraft County	11/30/70
Schoolcraft County Road Commission	07/23/07
Scottville, City of	04/09/10
Sebewaing, Village of	12/10/70
Shiawassee County	06/21/73
Shiawassee County Community Mental Health Authority	08/05/04
Shiawassee County Road Commission	01/09/73
South Haven, City of	11/07/63
South Lyon, City of	11/13/69
<i>Southeast MI Council of Governments (SEMCOG)</i>	<i>11/28/69</i>
Southeastern MI Transportation Auth (SEMTA) (now SMART)	12/17/75
Southeastern Oakland County Incinerator Authority	03/16/65
Southeastern Oakland County Water Authority	03/16/65
<i>Southern Clinton County Municipal Utilities Authority</i>	<i>11/28/89</i>
Southwest Shiawassee Emergency Services Alliance	04/01/15
Southwestern MI Community Ambulance Service	08/08/11
Spring Lake, Village of	10/12/05
Spring Lake District Library	01/23/06
Spring Lake District Library resolution rescinding Act 88	07/17/18
<i>Springfield, City of</i>	<i>12/28/70</i>
<i>Stanton Mid-Mich District Health (now Mid-Mich Dist Health Dept)</i>	<i>11/27/74</i>
<i>State--MI State Employees' Retirement System</i>	<i>03/09/62</i>
<i>State--Judges' Retirement System</i>	<i>01/10/64</i>
<i>State--Probate Judges' Retirement</i>	<i>01/10/64</i>
State--Consolidated Judges System including Probate	05/19/93

RECIPROCAL UNIT	DATE FILED WITH SECRETARY OF STATE
State--Michigan Public Schools Employees' Retirement	05/12/66
St Charles, Village of	01/10/89
St Clair, City of	08/19/91
St Clair County	04/19/66
St Clair Shores, City of	04/14/66
St Ignace, City of	06/08/72
St Joseph County (Sheriff)	01/06/69
St Louis, City of	11/23/70
Sterling Heights, City of (City)	11/04/69
Sterling Heights, City of (Police & Fire)	11/10/69
Sturgis, City of	08/16/68
Sturgis Housing Commission	10/24/07
Sumpter Township	03/12/07
"Suburban Mobility Authority for Regional Transportation (SMART) (formerly SEMTA; SEMTA adopted Act 88 11-18-75)"	12/15/95
Superior Charter Township	12/19/03
Swartz Creek, City of	12/10/70
Thirty-Fifth (35th) District Court	07/22/03
Thumb District Health Department (now Tuscola County Health Dept)	12/10/70
Tittabawassee Township	05/14/13
Traverse Area District Library	05/03/13
Trenton, City of	06/29/71
Tri-City Airport Commission (now MBS International Airport)	02/01/71
Tri-County Aging Consortium	05/09/80
Tuscola County	02/12/68
Tuscola County Medical Care Facility	02/12/68
Tuscola County Road Commission	01/12/00
Tuscola County Health Dept (formerly Thumb District Hlth Dept)	12/10/70
Twenty-First (21st) District Court	06/04/13
Utica, City of	03/20/09
Van Buren County	10/26/66
Vassar, City of	11/27/70
Vevay Township	12/17/04
Vicksburg, Village of	02/04/71
Vienna, Charter Township of	02/01/06
Wakefield, City of	11/23/70
Walled Lake, City of	10/24/01
Warren, City of	08/14/70
Washtenaw County	09/26/66
Washtenaw County Road Commission	07/26/66
Washtenaw County Housing Commission	07/30/04
Wayne, City of	02/29/08
Wayne County	12/09/68
Wayne Housing Commission	05/12/09
West Bloomfield Charter Township	11/13/15

RECIPROCAL UNIT	DATE FILED WITH SECRETARY OF STATE
West Branch District Health #2 (now District Health #2)	03/09/70
West Michigan Airport Authority	12/23/20
West Michigan Community Mental Health	06/25/96
Western Upper Peninsula District Health Department	07/08/70
Westland, City of	01/05/90
Wexford County	01/08/71
Wexford County Road Commission	06/07/93
White Cloud District Health #5 (now District Health #10)	12/14/70
White Lake Charter Township	01/16/09
<i>Whitehall, City of</i>	<i>11/19/68</i>
Willard Public Library	11/25/20
Williams Township	06/16/17
<i>Wixom, City of</i>	<i>12/07/70</i>
<i>Woodhaven, City of (MERS DC-only)</i>	<i>10/01/05</i>
Wyandotte, City of	01/03/01
Wyoming, City of	06/01/71
Ypsilanti, City of	02/09/72
Ypsilanti Charter Township	08/22/05
Ypsilanti Community Utilities Authority	06/06/07
Ypsilanti Housing Commission	07/30/04

DISCLAIMER: MERS' Act 88 list is compiled from data maintained by Michigan's Secretary of State. The Act provides that "the governing body of a municipal or state unit, within 10 days after it elects to come under the provisions of this act, shall file written certification of its action with the secretary of state. Upon the filing of the certification the municipal unit or state unit shall be a reciprocal unit. The secretary of state shall maintain a list of reciprocal units, which list shall be available to any municipal unit or state unit requesting a copy." [See MCL 38.1103\(3\)](#). MERS has made every effort to ensure that its list is accurate and up to date. If MERS' list conflicts with the Secretary of State's list, the State determines the applicability of the provisions of Act 88 to the governing body of a municipal or state unit.



CITY COUNCIL MEETING

DATE: June 12, 2023

SUBJECT: FY2023-2024 Motorola Solutions Contract Award & Budget Amendments

SUMMARY: There is a motion before the City Council to amend the FY2024 General Fund revenue and Public Safety expenditure budget. The Department of Public Safety is seeking council approval to replace its current body-worn, in-car video and video storage systems. The current body-worn system has been in service since 2016. Updating the equipment and video storage to the most current technology for both body-worn and in-car recordings only enhances accountability and public trust. The request is to amend the revenue budget to recognize a donation from the Grosse Pointe Park Public Safety Foundation in the amount of \$31,985.60.

We are making a request for approval from the City Council to purchase the cameras by entering into a five-year purchase installment with Motorola for the body & car cameras that includes a service maintenance agreement.

Motorola will replace the body cameras at the beginning of year 3 of the contract.

- This purchase will replace the aging fleet of current body cameras that are constantly being shipped back to the manufacturer for repair or replacement.
- The current system has reached its end of life and will no longer be serviced by the end of the year.
- The purchase will include 16 body cameras and 8 in-car camera systems and storage platform on a secure cloud network.

We are requesting with the installment purchase award to amend the expenditure budget by first canceling and then reappropriating funds for the installment agreement in place of the adopted budget that was for a rental agreement and to also include budget for contractual services needed for the in-car video installation not to exceed \$4,500 from Canfield Equipment Service LLC.

FINANCIAL IMPACT: \$31,985.60

RECOMMENDATION: Approve the five-year installment purchase agreement with Motorola Solutions for Public Safety Cameras and maintenance agreement and amend the FY2024 budget as outlined.

PREPARED BY: James Bostock, Deputy Director of Public Safety

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

Resolution to amend the FY2023-2024 General Fund Revenue Budget and to Approve the purchase of the Motorola Solutions zero interest installment purchase for Body & Car Cameras and Canfield Equipment Services for car camera installation.

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 June 12, 2023, the following resolution was offered:

WHEREAS, the City of Grosse Pointe Park City Council recognizes there are two available options to purchase body and car cameras for the Public Safety Department that include a five-year maintenance warranty from Motorola Solutions; and,

WHEREAS, the City of Grosse Pointe Park City Council recognizes the full purchase price of the cameras and maintenance package of \$133,592.00 comes with a zero-interest five-year installment purchase option; and

WHEREAS, the City of Grosse Pointe Park City Council approves the purchase from Motorola Solutions by entering into the five-year installment purchase plan at zero percent interest in FY2023-2024, with the first year's installment expenditure of \$31,985.60; and,

WHEREAS, the City Council amends the FY2023-2024 General Fund revenue budget by recognizing the Grosse Pointe Park Public Safety Foundations donation of \$31,985.60 for the cameras for the first installment payment with Motorola solutions; and,

WHEREAS, the City of Grosse Pointe Park City Council approves the installment payment from the General Fund adopted FY2023-2024 by amending the expenditure budget account 101-912-990.000 Notes Payables & Installment Purchases in the amount of \$32,000; and,

WHEREAS, the City of Grosse Pointe Park City Council approves a cancellation of FY2023-2024 adopted budget under 101-300-940.100 Rentals & Lease account in the original budgeted amount of \$33,300; and,

WHEREAS, the City Council approves by amending the FY2024 General Fund Public Safety expenditure budget in an amount not to exceed \$4,500 for the in-car video installation services for the car cameras to be provided by Canfield Equipment Services, Inc to be paid from 101-300-801.100 Professional & Contractual Services; and,

NOW, THEREFORE BE IT RESOLVED, that the City Council of Grosse Pointe Park hereby approves by adoption of this resolution authorizing the Finance Director to amend the FY2023-2024 General Fund revenue and expenditure budgets by recognizing the Grosse Pointe Park Public Safety Foundation revenue donation of \$31,985.60 and thereby amending the Public Safety’s Professional & Contractual budget account 101-300-801.100 in the amount of \$4,500 and the Notes Payables & Installment Purchase budget account 101-912-990.000 in the amount of \$32,000 while canceling the adopted budgeted of \$33,300 in 101-300-940.100 Rentals & Lease account.

NOW, THEREFORE BE IT RESOLVED, that the City Council of Grosse Pointe Park hereby approves the purchase award by entering into a five-year installment purchase plan with zero percent interest in the total amount of \$133,592.00, to be paid to Motorola Solutions in installments over the next five years for the cameras and maintenance package in the first payment amount of \$31,985.60 and to approve the in-car video system install from Canfield Equipment Services in an amount not to exceed \$4,500.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on June 12, 2023, at 7:00 p.m., the following roll call vote was taken:

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

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__.

Meaghan Bachman, City Clerk
City of Grosse Pointe Park



GROSSE POINTE PARK POLICE DEPT OF PUBLIC SAFETY

Grosse Pointe Park Police Department (16) V300 and (8) M500 VaaS

03/29/2023

Billing Address:
Grosse Pointe Park Police DPS
15115 E. JEFFERSON
GROSSE POINTE PARK,
MI 48230
US

Quote Date:03/29/2023
Expiration Date:06/27/2023
Quote Created By:
William Brooks
Caelan.Brooks1@
motorolasolutions.com

End Customer:
GROSSE POINTE PARK POLICE DEPT
OF PUBLIC SAFETY
Jim Bostock
bostockj@grossepointepark.org

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH V300 BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE*	8	5 YEAR	\$13,500.00	\$12,150.00	\$97,200.00	
2	PRS-0618A	VAAS MANAGED INSTAL,ONSITE,TRAIN, CONFIG	1		\$6,250.00	\$5,000.00	\$5,000.00	
3	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS*	8		Included	Included	Included	
4	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	8	5 YEAR	Included	Included	Included	
5	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS*	8	5 YEAR	Included	Included	Included	



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
6	SSV00S03095A	COMMANDCENTRAL EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS*	8	5 YEAR	Included	Included	Included	
7	SSV00S03096A	COMMANDCENTRAL EVIDENCE UNLIMITED IN CAR STORAGE VAAS*	8	5 YEAR	Included	Included	Included	
8	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	8		Included	Included	Included	3 YEAR
9	WGW00300-003	V300 NO FAULT WARRANTY	8	5 YEAR	Included	Included	Included	
10	WGB-0138AAS	VIDEO EQUIPMENT,V300 XFER STATION, UNCONF (\$30 PER MON)	1		Included	Included	Included	
11	WGW00502	M500 EXTENDED WARRANTY	8	5 YEAR	Included	Included	Included	
12	WGA00428-103	CONFIGWIRLESKIT MTK802.11AC,POE,5G HZANT	8		Included	Included	Included	
13	WGP01394-001	CBL, WIFI VHCL ANT MNT, NMO, 17'L	8		Included	Included	Included	
Video as a Service								
14	AAS-BWC-5YR-001	V300 BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	8	5 YEAR	\$4,140.00	\$3,726.00	\$29,808.00	
15	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	8	5 YEAR	Included	Included	Included	
16	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS*	8	5 YEAR	Included	Included	Included	



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
17	SSV00S03095A	COMMANDCENTRAL EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS*	8	5 YEAR	Included	Included	Included	
18	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	8		Included	Included	Included	3 YEAR
19	WGW00300-003	V300 NO FAULT WRRANTY	8	5 YEAR	Included	Included	Included	
20	WGB-0138AAS	VIDEO EQUIPMENT,V300 XFER STATION, UNCONF (\$30 PER MON)	1		Included	Included	Included	
21	WGP02614	V300, BATT, 3.8V, 4180MAH	16		\$123.75	\$99.00	\$1,584.00	

Grand Total **\$133,592.00(USD)**

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$36,454.00	\$31,985.60
Year 2 Subscription Fee	\$28,224.00	\$25,401.60
Year 3 Subscription Fee	\$28,224.00	\$25,401.60
Year 4 Subscription Fee	\$28,224.00	\$25,401.60
Year 5 Subscription Fee	\$28,224.00	\$25,401.60
Grand Total System Price	\$149,350.00	\$133,592.00





**CANFIELD
EQUIPMENT
SERVICE, INC.**

21533 Mound Road, Warren, MI 48091
Phone: 586.757.2020 Fax: 586.757.2294

**SUBMITTED TO 8224379
CITY OF GROSSE POINTE PARK
15115 E JEFFERSON AVE**

**GROSSE POINTE PARK MI 48230
PHONE: 313-822-4379**

QUOTATION 1

QUOTE NO.	159753
DATE	03/29/23
EXPIRES	04/28/23

**SHIP TO:
CITY OF GROSSE POINTE PARK
15115 E JEFFERSON AVE**

**GROSSE POINTE PARK MI 48230
CONTACT:**

TERMS	F.O.B	SALES REP	WRITTEN BY	POOL NO.	TAG
N30		K ENGBLOM	KE		
YOUR INQUIRY		MAKE	MODEL	YEAR	EST SHIP DATE

**We hereby submit our quotation, subject to all terms and conditions
as set forth below or on attached sheets.**

**Installation of customer supplied Motorola M500 in-car video system into 8
patrol vehicles**

***Includes removal of existing in-car video hardware**

***old video harness will be left in the vehicle**

\$4,452.00

**This quotation may be withdrawn by us if order is not
placed within 30 days. Please refer to the above
quotation number when placing order.**

**Customer PO _____ Dealer Code _____
Authorized Signature _____**

EST	SUB TOTAL	4,452.00
EST	SALES TAX	0.00
	EST TOTAL	4,452.00



CITY COUNCIL MEETING

DATE: June 12, 2023

SUBJECT: FY2023-2024 Revenue & Expenditure Budget Amendment for Grosse Pointe Park Foundation Donation

SUMMARY: There is a motion before the City Council to amend the FY2024 General Fund revenue and Public Safety expenditure budget. The request is to amend the revenue budget to recognize a donation from the Grosse Pointe Park Foundation in the amount of \$6,400.00.

We are making a request for approval from the City Council to send Deputy Director Jim Bostock and Lieutenant Terry Hays to the 2023 International Association of Chiefs of Police Conference to be held in October in San Diego.

- The IACP Conference will bring together police leaders from around the world to discuss current issues challenging the profession and to identify meaningful solutions, offering more than 200 educational sessions, engaging conversations, and an expo hall filled with offerings, products, and services to help our public safety department best serve the community.

We are requesting you to recognize the donation as revenue and to appropriate the funds to the Public Safety Training and Professional Development & Training budget account.

FINANCIAL IMPACT: \$6,400.00

RECOMMENDATION: Motion to approve FY2023-2024 General Fund Budget Amendment in the amount of \$6,400.00 and accompanying resolution

PREPARED BY: James Bostock, Deputy Director of Public Safety

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

**Resolution to amend the FY2023-2024 General Fund Revenue & Public Safety
Expenditure Budget**

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 June 12, 2023, the following resolution was offered:

WHEREAS, the City Council approves and amends the FY2024 General Fund revenue budget by recognizing the Grosse Pointe Park Foundation's donation of \$6,400 to the Public Safety Department for the purposes of Chief Bostock and Lieutenant Hays to attendance at the International Association of Chief's of Police (IACP) Conference to be held in San Diego, California in October of 2023; and,

WHEREAS, the City of Grosse Pointe Park City Council approves and amends the FY2023-2024 Public Safety Department's expenditure budget in the Professional & Developmental account in the amount of \$6,400; and,

NOW, THEREFORE BE IT RESOLVED, that the City Council of Grosse Pointe Park hereby approves by adoption of this resolution, authorizing the Finance Director to amend the FY2023-2024 General Fund revenue and the department's expenditure budgets by recognizing the Grosse Pointe Park Foundation's revenue donation of \$6,400 and the department's Professional Development expenditure account in the same amount of \$6,400 for attendance of the IACP.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on June 12, 2023, at 7:00 p.m., the following roll call vote was taken:

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

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__.

Meaghan Bachman, City Clerk
City of Grosse Pointe Park



CITY COUNCIL MEETING

DATE: June 12, 2023

SUBJECT: Women's Locker Room and Shower Upgrade -Grosse Pointe Park Foundation

SUMMARY: The women's locker room and shower in the Public Safety Building are in need of updating as they are the original from 1985. GPH Services will replace the current shower, toilet, floor and wall tiles. The Grosse Pointe Park Foundation is generously donating the amount of the upgrade to be paid directly to GPH Services in the amount of \$23,765.

FINANCIAL IMPACT: \$ 0

RECOMMENDATION: Recognize the Grosse Pointe Park Foundation's donation towards the upgrade of our facilities.

PREPARED BY: James Bostock, Deputy Director of Public Safety



15th April, 2023

Estimate:

Grosse Pointe Park Offices
Director Bryan Jarrell
Deputy Director James Bostock
15115 E. Jefferson
Grosse Pointe Park
Michigan 48230
(313) 822-4289
jarrellb@grossepointepark.org
bostockj@grossepointepark.org

Thank you for the opportunity to assist you with the renovation of the property.
If you have any questions, please do not hesitate to contact me.

The project entails the refurbishment of the shower stall and replacing the tile floor in the women's locker room Bathroom.

Supply one (1) Dumpster
Provide dust protection to areas \$ 900.00

Demolition:

Remove toilet and save for reuse
Remove finish shower trims save for reuse
Remove tile covering from shower stall walls
Remove shower alcove drywall
to 85" above finish floor.
Remove shower alcove floor covering
Saw cut floor tile at sanitary base.
Remove floor tile.
Remove drywall as required in hallway bathroom that backs onto the
existing women's toilet stall. \$ 5,825.00
NOTE: (3)

Framing:

Frame for shower threshold
Add blocking for robe hook
Add blocking for new shower
door with panel (see allowances) \$ 375.00

Electrical:

Supply and install 15 amp GFCI protected circuit to toilet location,
From panel in adjoining janitorial closet. Cut into existing tile. \$ 750.00

Plumbing:

Reinstall Sloan toilet
Reinstall shower trims
Tap into water supply line and run a supply through the tile for the
Bidet seat.
Supply and install shut off valve.
Install bidet seat. \$ 1,870.00

Drywall:

Patch wall in hallway bathroom. Tape, mud and sand. \$ 800.00

Tile:

Supply and install cement board
at walls in shower alcove
Supply and install Schluter trim
where new wall tile meets existing
Supply and install tile to shower floor
Supply and install tile to new
shower alcove walls
Supply and install tile to both
sides of new shower threshold
Supply and install new marble
cap to shower threshold
Supply and install tile to bathroom floor
Supply and install new threshold
at bathroom entrance.
Floor tile \$6/sq.ft.
Wall tile \$2/sq.ft. \$ 8,645.00

Trim Carpentry:

Supply and install robe
hook (see allowances)
Supply and install shower
door with panel (see allowances). \$ 615.00

Paint:

Prime and paint Unisex hallway bathroom walls. \$ 1,200.00

Sub Total: \$ 20,980.00

Materials/Allowances:

White Carrara Marble	
36" shower threshold cap	
48" entry threshold.	\$ 200.00
Moen double robe hook Chrome	\$ 35.00
Euro design shower door	
3/8" obscure glass, Chrome C-handle,	
Chrome hinges.	\$ 1,800.00
White Bidet Toilet seat.	\$ 750.00
Sub Total:	\$ 2,785.00

Project Total: \$ 23,765.00**This estimate is valid for thirty (30) days from date of proposal****Notes:**

- 1) Permits if required have not been priced or included into this estimate
- 2) No electrical has been priced or included in this estimate
- 3) If sanitary tile base cannot be saved, it will be removed and replace with a base tile at an additional cost of \$10.65/lineal foot
- 4) No painting has been priced or included in estimate

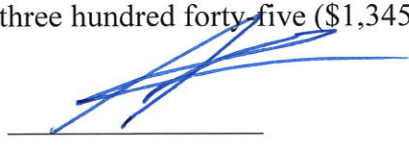
Removal of all rubbish and construction debris. Clean jobsite and renovation area on completion of project.

Additional items and change orders will be billed and are due upon receipt.

Payment Schedule:

Materials/Allowances are required payment at contract signing, two thousand seven and sixty-five dollars (\$2,765.00)

A payment of nine thousand eight hundred and twenty-eight dollars (\$9,828.00) is required at start of project. A progress payment of nine thousand eight hundred and twenty-seven (\$9,827.00) is required at start of tile installation. Balance of one thousand three hundred forty-five (\$1,345.00) due upon job completion


 Aaron Whittaker
 President
 G.P.H. Services
 15003 Charlevoix Street
 Grosse Pointe Park, MI. 48230
 Ph: 313 757 1969
 C: 248 361 3637

 Client

 Date

Please make checks payable to G.P.H. Services.



We are fully licensed and insured. Builders Licenses # 2101189591, 2102214048



CITY COUNCIL MEETING

DATE: June 12, 2023

SUBJECT: Engineering Services Proposals for Fiscal Year 2024 Projects

SUMMARY: The adopted budget for Fiscal Year 2024 includes a number of infrastructure projects that will require the services of OHM Advisors, our City Engineer. OHM has prepared proposals for the following projects.

- EERV Construction Engineering
- Kercheval Paving Construction Engineering
- Municipal Parking Lot and Alleyway Paving Design Engineering
- Sewer Asset Management Plan

FINANCIAL IMPACT: Sufficient funds were budgeted for in the Fiscal Year 2024 Budget in the following accounts:

<u>Project</u>	<u>Account Numbers</u>	<u>Available Funds</u>	<u>Engineering Costs</u>
EERV Construction	592-527-970.000 203-451-971.203	\$2,935,100 \$188,100	\$192,126 \$12,874
Kercheval Paving	202-451-971.202	\$797,000	\$99,500
Municipal Parking Lot and Alley Paving	401-901-981.472 306-451-971.306	\$447,000 \$125,000	\$35,000 \$7,000
Sewer Asset Management Plan	592-527-818.000	\$145,000	\$43,000
Totals:		\$4,636,600	\$389,500

RECOMMENDATION: Motion to approve the proposals from OHM Advisors for Engineering Services for Fiscal Year 2024 Projects.

PREPARED BY: Warren Rothe, Assistant City Manager

April 18, 2023

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

Attention: **Nick Sizeland**
City Manager

Regarding: **Emergency Sewer Relief System**
Construction Engineering Services
OHM Job No.: 7508-22-0020

Dear Mr. Sizeland:

OHM Advisors Inc. (OHM) is pleased to submit this proposal for professional services for the proposed Emergency Sewer Relief System project planned within Patterson Park within the City.

PROJECT UNDERSTANDING

The project has been designed over the last year, and the purpose of this project is to provide a relief valve for the City's sanitary sewer system, to be used in time of extreme rain events.

The work includes the construction of 800 Feet of 60-inch RCP sanitary sewer, with a 60" motor driven sluice gate system contained within a pre-cast concrete vault, an in-line check valve, manholes, asphalt paving and restoration. The proposed sewer will begin at the connection to the existing sewer system within the Essex and Three Mile. From there, it will continue through the park to the existing storm sewer pumping station. Here it will connect into the existing wet well. Flow will be controlled by the aforementioned sluice gate, which itself will be activated by a manual switch. Backflow into the existing sanitary sewer system will be controlled by an inline check valve. The project will also include the reconstruction of the Essex and Three Mile intersection, as well as a portion of the park driveway. Trees, landscaping, fencing and a portion of the existing decorative wall will be removed where within the limits of the sanitary sewer trench excavation. Except for trees, all these items will be restored in kind.

Bids for the construction work were received on March 30, 2023, with a low bid of \$2,772,108.40 by L. D'Agostini and Sons, Inc. The contractor has provided a preliminary schedule that shows the work being completed in 8 weeks.

SCOPE OF SERVICES

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



Bidding

1. Evaluate contractor submissions by reviewing submitted documents for completeness and qualifications.
2. Contact references to assess past project performance and validity of submitted qualification documents.
3. Provide a recommendation of potential prequalified Contractor to the City.

Contract Administration and Engineering

4. Contract documents for execution will be prepared and transmitted to the low bidder and will be accompanied by the Notice of Award letter.
5. Partially executed contract documents will be reviewed and checked for conformance with securities and insurance specifications.
6. OHM will coordinate and conduct a pre-construction meeting and will prepare meeting minutes for distribution to attendees.
7. Shop drawings, material certifications and other documentations will be reviewed for conformance with the project specifications and comments will be provided to the Contractor.
8. Throughout the construction phase, OHM will consult and advise the City on project related issues.
9. OHM will prepare monthly pay estimates and change orders as necessary.
10. 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.
11. OHM will attend and participate in project progress meetings as specified in the Contract Documents and attend special meetings when requested by the City.
12. 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.
13. 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

14. OHM's survey department will respond to contractor staking requests. Layout will include required staking for line and elevation of sanitary sewer, manhole tees, structures, and pavement replacement. Costs for additional staking will be borne by the contractor.

Construction Observation

15. OHM will provide full time construction observation during installation of underground utility infrastructure (sanitary sewer and structures). OHM will provide enough staff to ensure that all portions of the project are installed in accordance with the project plans and specifications.
16. 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.
17. 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.
18. 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 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 the sanitary sewer and structures in relation to physical objects in the area. This will be delivered to the City by flash drive in both AutoCAD, Adobe portable document format (PDF), and one paper hard copy.

SCHEDULE

The current schedule calls for the contractor to begin work in late July 2023. Construction is expected to take 8 weeks with the project being finally complete in December of 2023. Final restoration and project completion will occur by June of 2024.

FEE SCHEDULE

OHM proposes to provide the above outlined professional services. This fee estimate is based upon the contractor performing the work in the 8 weeks outlined in their schedule. These Construction Engineering Services will be performed on an hourly basis.

<u>Task</u>	<u>Estimated Fee</u>
Task 1 – Bidding & Contract Administration.....	\$30,000
Task 2 – Layout and Construction Staking.....	\$10,000
Task 3 – Construction Observation.....	\$105,000
Task 4 – Geotechnical Investigation (by others – estimated)	\$35,000
Task 5 – Project Closeout and As-Builts.....	\$25,000
TOTAL(NOT TO EXCEED).....	\$205,000

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.
Associate, Civil Engineer

cc: Zachary Hampton, P.E.
File

**City of Grosse Pointe Park
Emergency Sewer Relief System**

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.

May 17, 2023

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

Attention: **Nick Sizeland**
City Manager

Regarding: **Kercheval Avenue Asphalt Rehabilitation**
Construction Engineering Services
OHM Job No.: 7508-22-0030

Dear Mr. Sizeland:

OHM Advisors Inc. (OHM) is pleased to submit this proposal for professional services for the proposed Kercheval Avenue Asphalt Rehabilitation project planned on Kercheval Avenue between Balfour Street and Bedford Road within the City.

PROJECT UNDERSTANDING

The project has been designed over the last year, and the purpose of this project is to rehabilitate Kercheval Avenue.

The work includes the rehabilitation of a 0.4-mile stretch of Kercheval Avenue extending from 200 ft west of the western spring point of Balfour Street to 125 ft east of the eastern spring point of Bedford Road. The work consists of cold milling the existing HMA surface, miscellaneous repairs to the existing concrete base, and two courses of HMA overlay at the proposed 2% cross slope. The work also includes replacement of significant deteriorated structures in the project area including sidewalks, curbs, driveways, and permanent traffic control signs. The sidewalk ramps will be upgraded to current ADA standards and permanent pavement markings will be applied to create safe and highly visible pedestrian crossing areas.

Bids for the construction work were received on February 7, 2023, with a low bid of \$675,247.84 by Florence Cement Company. The contractor has provided a preliminary schedule that shows substantial completion of the work in 6 weeks.

SCOPE OF SERVICES

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



Bidding

1. Evaluate contractor submissions by reviewing submitted documents for completeness and qualifications.
2. Contact references to assess past project performance and validity of submitted qualification documents.
3. Provide a recommendation of potential prequalified Contractor to the City.

Contract Administration and Engineering

4. Contract documents for execution will be prepared and transmitted to the low bidder and will be accompanied by the Notice of Award letter.
5. Partially executed contract documents will be reviewed and checked for conformance with securities and insurance specifications.
6. OHM will coordinate and conduct a pre-construction meeting and will prepare meeting minutes for distribution to attendees.
7. Shop drawings, material certifications and other documentation will be reviewed for conformance with the project specifications and comments will be provided to the Contractor.
8. Throughout the construction phase, OHM will consult and advise the City on project related issues.
9. OHM will prepare monthly pay estimates and change orders as necessary.
10. 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.
11. OHM will attend and participate in project progress meetings as specified in the Contract Documents and attend special meetings when requested by the City.
12. 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.
13. 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

14. OHM's survey department will respond to contractor staking requests. Layout will include required staking for the proposed curb, asphalt pavement, and utility structure adjustments. Costs for additional staking will be borne by the contractor.

Construction Observation

15. 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.
16. 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.
17. 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.
18. 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

The current schedule calls for the contractor to begin work in late June 2023. Construction is expected to take 6 weeks with the project being finally complete in August of 2023. Final restoration and project completion will occur by October of 2023.

FEE SCHEDULE

OHM proposes to provide the above outlined professional services. This fee estimate is based upon the contractor performing the work in the 6 weeks outlined in their schedule. These Construction Engineering Services will be performed on an hourly basis.

Task	Estimated Fee
Task 1 – Bidding & Contract Administration.....	\$11,500
Task 2 – Layout and Construction Staking.....	\$4,500
Task 3 – Construction Observation.....	\$54,500
Task 4 – Geotechnical Investigation (by others – estimated)	\$20,000
Task 5 – Project & Contract Closeout.....	\$9,000
TOTAL(NOT TO EXCEED).....	\$99,500

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.

Associate, Civil Engineer

cc: Zachary Hampton, P.E.

File



City of Grosse Pointe Park
Kercheval Avenue Asphalt Rehabilitation

Accepted By:_____

Printed Name:_____

Title:_____

Date:_____



May 10, 2023

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

To: **Nick Sizeland**
City Manager

RE: Municipal Parking Lot and Alleyway Rehabilitation
Proposal for Civil Engineering Professional Services

Dear Mr. Sizeland:

OHM Advisors is pleased to submit this proposal for engineering services related to the reconstruction/rehabilitation of the Grosse Pointe Park Municipal Parking lot at 15167 Jefferson Ave and 4 alleyways shown in the figure below. We look forward to the opportunity to continue our service to you and the City of Grosse Pointe Park.

PROJECT UNDERSTANDING AND ASSUMPTIONS

OHM's knowledge of the project is based upon previous conversations with the City, as well as a memorandum written earlier this year. This memorandum analyzed the existing condition of the lot, and recommended repairs accordingly. The following is a more detailed understanding of the proposed projects:

1. Municipal Parking Lot Rehabilitation/Reconstruction: A mix of pavement rehabilitation methods have been proposed to improve the existing municipal lot. A portion of the lot is recommended to be fully reconstructed including the aggregate base using 8-inches of aggregate base and 4-inches of asphalt. A larger portion of the parking lot is recommended to be milled and overlaid with 2-inches of asphalt with spot full depth base replacement, where necessary. Additionally, storm upgrades in the lot are proposed to fix existing storm drainage issues and increase the useful life of the pavement.
2. Alley Paving: The proposed fixes for the alleyways included milling 1.5-3.0 inches of pavement and replacing with MDOT 5EL HMA. Failed concrete pavement beneath will be removed and replaced with HMA where necessary. The work also includes replacement of sanitary sewer manhole covers to reduce stormwater inflow. A map showing which alleys are to be part of the project can be found below:

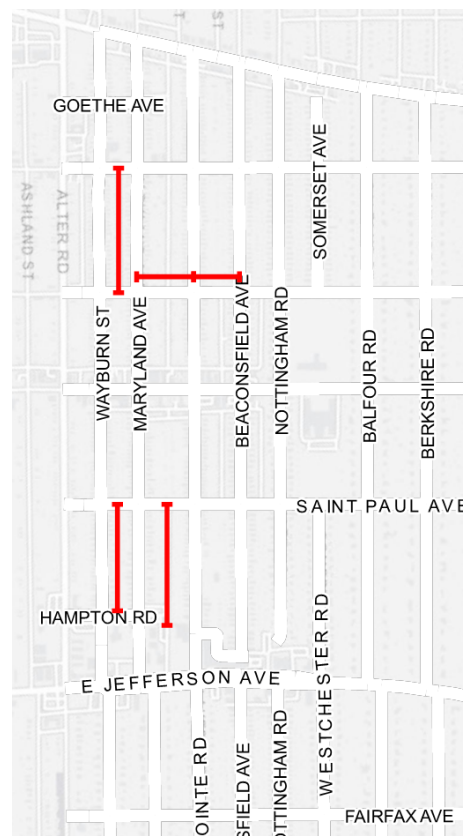


Figure 1 – Alley Improvements Map

OHM proposes to utilize a partial topographic survey for the municipal parking lot and GIS data for the alleyways. From this information, OHM will prepare construction plans appropriate for each project.

A number of assumptions pertaining to the design process have been made. These assumptions are detailed as follows:

- Existing utility poles are to remain.
- All work is to be completed on City owned property and easements.
- Only SESC permits will be required for this project.
- No environmental issues are present on site.

SCOPE OF SERVICES

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

Task 1: Preliminary Engineering Design

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

- Perform a partial topographic survey on the south portion of the municipal parking lot site where the storm system is proposed.



- Coordinate obtaining five (5) pavement cores in the existing parking lot to determine if proposed remedies are appropriate for the existing cross section of the paved areas.
- Notify known utility agencies of the proposed work, check the existing known utilities, public and private, within the project limits for project conflicts.
- Perform a field investigation of the existing storm sewer network for layout design of the proposed sewers and evaluate existing storm network conditions.
- Prepare a preliminary site plan for the project showing major items of work and the general layout of the pavement.
- Prepare a preliminary engineer's opinion of probable cost for the project.
- Attend a meeting with the City to go over the above-mentioned plan and estimate. Revise both based upon outcome of said meeting.

Deliverables:

- ✓ (1) *Preliminary Site Plan*
- ✓ (1) *Preliminary Engineer's Opinion of Probably Cost*

Task 2: 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:

- Design and prepare engineering construction drawings for the proposed parking lot improvements. This will include a cover sheet, topographic survey (where appropriate), removal plan, construction plan, and miscellaneous details.
- Prepare technical specifications, front end documents and necessary appendices to assemble a complete set of contract documents.
- Develop a preliminary schedule based on proposed items of work and create a project staging plan and associated specifications for the construction phase.
- Prepare a final engineer's opinion of probable cost.
- Prepare for and attend a public information meeting, if deemed necessary, or prepare information for public notice.
- Attend one (1) plan review meetings with the City prior to bidding.
- Once documents are approved by the City, coordinate the release documents for public bidding.
- Evaluate contractor submissions by reviewing submitted documents for completeness and qualifications.
- Contact references to assess past project performance and validity of submitted qualification documents.
- Provide a recommendation of potential prequalified Contractor to the City.
- Attend one (1) pre-construction meeting.
- Contract documents for execution will be prepared and transmitted to the selected bidder and will be accompanied by the Notice of Award letter.
- Partially executed contract documents will be reviewed and checked for conformance with securities and insurance specifications.

Deliverables:

- ✓ (1) *Final Construction Drawings*
- ✓ (1) *Final Engineer's Opinion of Probably Cost*
- ✓ (1) *City Meetings*



- ✓ (1) *Pre-Construction Meeting*
- ✓ (1) *Partially Executed Contract Documents*

FEE SCHEDULE

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

<u>Task</u>	<u>Estimated Fee</u>
Task 1 – Preliminary Engineering Design.....	\$14,000
Task 2 - Construction Documents	\$28,000
TOTAL(NOT TO EXCEED)	\$42,000

SCHEDULE

We have assumed that the work under Tasks 1 & 2 will be completed over an eight-week period (once authorized).

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.

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.

Sincerely,
 OHM Advisors

Patrick Droze, P.E.
 Associate, Civil Engineer

cc: Zachary Hampton, P.E.
 Katelyn Driscoll
 File



City of Grosse Pointe Park
Municipal Parking Lot and Alleyway Rehabilitation

Accepted By:_____

Printed Name:_____

Title:_____

Date:_____

June 7, 2023

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

RE: Sanitary Sewer Asset Management Planning
Professional Services – Rehabilitation Recommendations Planning

Dear Mr. Sizeland:

In response to the City's commitment and desire to improve its public utility infrastructure system, OHM Advisors is pleased to submit this proposal to assist the City with the engineering review and analysis of the condition of the City's sanitary sewer system. We have prepared the project understanding and scope of services based on our discussions with the City staff and similar projects we've completed for other communities. Our proposal contains our Project Understanding, Scope of Services, Schedule, and Fee related to this work.

PROJECT UNDERSTANDING

The proposed project involves the condition assessment of sanitary sewer mains and manholes inspected throughout the City via the 2021-2022 sanitary sewer system investigation program. The pipe and manhole condition assessment information will be reviewed and prioritized based on severity of defects found. OHM Advisors will use this information to develop an asset management plan for the collection system based on priority manhole and sewer rehabilitation and/or replacement.

SCOPE OF SERVICES

The following is a summary of necessary tasks to be provided. Under this work, OHM Advisors will review the condition assessment data for sanitary sewer pipes and manholes investigated under the 2021-2022 program. Specific work tasks would include the following:

- OHM will review the video, PACP data provided by the selected contractor, and verify all reports to log information for upload to GIS.
- Review sanitary sewer video and reporting details to identify major structural, operations & maintenance defects, infiltration issues, and confirm the necessary rehabilitation locations or methodology for pipes within the project study area.
- Review manhole inspections and MACP data to confirm condition. Log defects and provide rehabilitation recommendations based on the findings.
- Provide research and recommendations related to the type and method of rehabilitation for the manholes and pipe. The typical options for manholes include spray-in liners or manhole inserts, as well as isolated



chimney repairs and adjustments. Typical options for pipe rehabilitation include spot liners, full pipe liners, slip lining, pipe joint grouting, and open cut repairs.

- Prioritize the needed improvements and forecast deterioration.
- Prepare conceptual level maps identifying the proposed pipe and manhole rehabilitation projects.
- Prepare a Conceptual Opinion of Construction Cost for a rehabilitation project.
- Develop a 5 Year CIP program for collection system improvements.

SCHEDULE

The project schedule would follow the milestone dates for completion of each phase of work as outlined below:

Data Gathering: Completed

Engineering Review: July 2023 – Oct 2023

GIS Mapping Updates: October 2021

Technical Memorandum & Cost Estimate: Dec 2022

COMPENSATION

Based on the above scope of work, our project fee is established as follows:

- The following major work tasks summarize our assumptions related to the engineering analysis and recommendations effort on this project. We propose a total fee of **\$43,000**, hourly not to exceed amount and includes the following activities:
 - Review CCTV data and Evaluate PACP/MACP Conditions: \$18,000
 - Assess Criticality & Deterioration Forecasting/Prioritization: \$10,000
 - Determine O&M Costs and Develop CIP: \$9,000
 - Technical Memorandum of Findings: \$6,000

CONTRACT TERMS AND CONDITIONS

The work will be completed in accordance with the previously executed continuing services agreement. Should you find our proposal acceptable, please execute the agreement below and return a copy to us for our files. We thank you for this opportunity to provide professional engineering services to the City of Grosse Pointe Park. Should you have any questions, please do not hesitate to contact me at (313) 481-1252.



Sincerely,
OHM Advisors

A handwritten signature in black ink, reading "Patrick M. Droze", written over a horizontal line.

Patrick M. Droze, PE
Principal

cc: Nancy Russell, OHM

CITY OF GROSSE POINTE PARK
Professional Services – Sanitary Sewer Asset Management Plan

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.

OHM ADVISORS 2023 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$195.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$178.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$162.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$152.00
Project Specialist III	\$180.00
Project Specialist II	\$160.00
Project Specialist I	\$135.00
Graduate Engineer IV	\$153.00
Graduate Engineer III	\$145.00
Graduate Engineer II	\$140.00
Graduate Engineer I	\$130.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$140.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$122.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$115.00
Technician IV	\$148.00
Technician III	\$130.00
Technician II	\$115.00
Technician I	\$96.00
Engineering / Architectural / Interior Design Aide	\$75.00
Professional Surveyor III	\$170.00
Professional Surveyor II	\$158.00
Professional Surveyor I	\$142.00
Graduate Surveyor	\$128.00
Surveyor III	\$130.00
Surveyor II	\$115.00
Surveyor I	\$100.00
Surveyor Aide	\$75.00
Planner IV	\$163.00
Planner III	\$150.00
Planner II	\$127.00
Planner I	\$110.00
Planner Aide	\$72.00
Graphic Designer	\$120.00
Administrative Support	\$90.00
Clerical Aide	\$75.00
Principal	\$230.00
Sr. Associate	\$210.00
Associate	\$198.00



CITY COUNCIL MEETING

DATE: June 12, 2023

SUBJECT: Award for Window Replacement at Jefferson Sanitary Pump Station

SUMMARY: Before you are three proposals for the replacement of the original 1938, single pane, steel framed windows at the Pump Station. In the current condition, with several broken panes and rotted frames, they are no longer operational to provide air circulation. They allow water intrusion during rain events, and we struggle to maintain the heat during the winter months. Of the three proposals, only one company, Commercial Glass, met the full scope of work. It is recommended to award the work to them.

FINANCIAL IMPACT: The proposal is for \$111,985.00. \$171,000 was set aside in the FY 2023 budget for pump station improvements. Of this, \$137,1976.87 is still available. The project will be completed and expensed in FY 2024, which will require the remaining funds to be "carried forward." The Finance Department will be bringing a list of FY 2023 carry-forward items for all city departments in August 2023 after all bills for fiscal year 2023 are recorded.

RECOMMENDATION: It is my recommendation that the City Council approve the proposal from Commercial Glass for the window replacement in the amount of \$111,985.

PREPARED BY: Tom Jenny, Director of Public Works

Commercial Glass

Superior

Dependable

Service

Proposal

Bid # 23-387

April 21, 2023

Proposal Submitted To:

Grosse Pointe Park
15115 E Jefferson
Grosse Pointe Park, MI

Project Name and Location

Grosse Pointe Park City Hall
15115 E Jefferson
Grosse Pointe Park, MI

Contact Information

Mike Krause
586-634-9135
electrical@grosspointpark.org

Provide and Install the Following Scope of Work:

- 1) Selective Demo of Eleven (11) existing steel windows dispose of materials properly
- 2) Prepare openings for Eleven (11) New Aluminum Storefront Windows
- 3) Install Ramco RTF 1850 Series 2" x 4 1/2" Thermally Broken Center Set Storefront System with 2 pcs Head Receptor and Sub Sill
- 4) Install Twelve (12) Ramco TB-2500 Project Out (awning) windows, Framing profile 2 1/2" deep x 2 1/8" Sightline. Standard Four Bar Friction Hinges, (1) White Bronze Cam Handle
- 5) Aluminum Finish to Dark Bronze Anodized
- 6) Glass 1" O.A. Grey Tinted Low-E Tempered Insulated.
- 7) Caulk and Seal our materials as needed. Not responsible for adjacent finishes.
- 8) All Materials, Tax, Labor, and Insurance for Complete Installation

Alt Price to Add additional Operable Window per each windowAdd \$ 1,040.00

Proposal Submitted by: Tim Sullivan tim@newglassanddoor.com

Proposal may be withdrawn if not accepted within 10 Days

Total Proposal Amount:

One Hundred Eleven Thousand Nine Hundred Eighty Five Dollars ----- { \$ 111,985.00 }

Acceptance of Proposal and Payment Terms in full by Owner or Authorized Owner's Agent

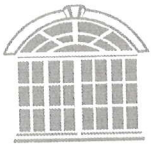
Owner of Authorized Owner's Agent Signature: _____

Acceptance Printed Name: _____ **Date:** _____

Terms: 1) 50% deposit invoiced and due upon acceptance. 50% balance due upon completion or phased progress payments. Unpaid Balance after 30 days, is subject to 20% apr interest applied monthly compounded on outstanding balance. 2) Commercial Glass quote is based on our interpretation of information supplied. It is the customer's responsibility to qualify quote. Commercial Glass is not responsible for providing materials different and/or over and above quantities quoted. Pricing subject to change for partial orders and/or potential increases from suppliers 10 days is submitted. Commercial Glass is not an Engineering or Design Firm, and we do not include any engineering or design in our proposal. Final Cleaning of Glass and Framing by others. 3) Inflation Policy in Effect: In the event of significant delay measuring & ordering materials for any reason or price increase by vendor of materials, equipment or energy occurring during the performance of the contract, through no fault of Commercial Glass, the contract sum, time of completion or contractor requirements should be equitably adjusted by change order in accordance with the procedures of the Contract Documents. A Change in Price of an item of material, equipment, or energy will be added if the price of an item increases between the date of this Contract & the date of installation. All deposits are non-refundable.

Commercial Glass - 40030 Grand River Ave. Suite 20. Novi, MI 48375 - 248-479-2606

www.NewGlassandDoor.com



DeYonker
Window & Door
Premium products / Installation Excellence

1875 W. Auburn Rd., Rochester Hills, MI 48309

Name / Address

Grosse Pointe Park
15115 E. Jefferson
Grosse Pointe Park, MI 48230

Estimate

Office Phone# 248-853-0710	Fax # 248-853-5018	Web Site Address www.deyonkerwindow.com	
Sales Rep. JOE D	E-mail joed@deyonkerwindow.com		
Job Address			
Customer Phone# 313-822-6200		Estimate # E2023-3031	Date 3/10/2023
Customer Phone#		Customer Phone	
E-mail electrical@grossepointepark.org			

PROVIDE AND INSTALL ANDERSEN "100" SERIES	Permit Fee	Lead Test? Yr Hm Built?
(If Installing) This estimate includes material, tax & labor, disposal of old units. 10 Year Warranty on Workmanship. Andersen/Pella Warranty - 20 Years on Glass - and - 10 Years on Hardware&Components.	TBD	

Exterior Color drk bronze or blk	Interior Color see below	Screen & hardware yes on opening	Terms 1/2 DOWN 1/2 UPON COMPLETION
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Location	Q	Description	Vent	Cost	Total
	5	OPTION A 80 x 144 THREE WIDE FOUR HIGH WINDOWS WITH BOTTOM WINDOWS AWNING =====	F/V	13,631.00	68,155.00
		OPTION B AND C =====			
		PER SPECS SENT, YOU CAN ALSO DO			
		(option B) 3 WIDE 3 HIGH WINDOWS - ALL FIXED - NONE OPEN PRICING WILL BE \$9936.00 EACH (\$49,680)			
		(option C) 3 WIDE 3 HIGH WINDOWS WITH BOTTOM WINDOWS BEING CASEMENT AND OPENING LEFT, RIGHT , RIGHT PRICING WILL BE \$10,715.00 EACH (\$53,578)			
		TAX AND LABOR INCLUDED exterior color - dark bronze or black? interior dark bronze or black? SALES TAX		6.00%	0.00

All material is guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be excuted only upon agreement by customer and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. We are a Michigan Licensed Builder and our workers are fully covered by Workers Compensation and Liability Insurance. This estimate is good for 30 days from above date
YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION WITHIN THREE BUSINESS DAYS. Write "cancel"
on a copy of this document, sign, date and mail or deliver to the above address.

CREDIT CARD PAYMENTS ARE LIMITED TO \$1,000.00

Total

\$68,155.00

I ACCEPT, YOU ARE AUTHORIZED TO COMMENCE

Date of Acceptance

AUTHORIZED SIGNATURE

GROESBECK GLAZING CONTRACTORS, INC.
11714 E. NINE MILE ROAD
WARREN, MI 48089

PHONE: (586) 757-0600

MARCH 28, 2023

CITY OF GROSSE PTE. PARK
ATTN: MIKE KRAUSE

RE: GROSSE PTE. PARK PUMP STATION

We propose to furnish the materials and labor to complete to work listed below:

FOR THE SUM OF: \$98,851.99 (BASE BID)

SCOPE:

Remove and dispose of existing steel sash windows and framing 11 openings. Provide and install new commercial storefront framing and glass at 11 openings.

VOLUNTARY DEDUCT - ALTERNATIVE #1:

Provide fixed window in lieu of awning vent.

\$ DEDUCT (-887.00) EACH

We exclude the following:

- 1) Shop drawings
- 2) Final cleaning
- 3) Materials abutting our framing-drywall
- 4) Masonry Repairs



CITY COUNCIL MEETING

DATE: June 12, 2023

SUBJECT: DTE Energy LED Light Conversion Proposal

SUMMARY: The City of Grosse Pointe Park street lights including those on Jefferson, Charlevoix, Mack, Kercheval, Residential Cross Streets and Alleys are a combination of High Pressure Sodium, Mercury Vapor and LED scattered throughout the community. Mercury Vapor and High Pressure Sodium are very inefficient to today's standards and cost the city a large expense in its energy bill. Currently the City pays for street lights annually \$393,691.49. If approved by council the project would take about 3 months to convert. If we were to convert to LED the City would see an annual savings of \$108,324.72. Over a 5 year forecast period this would save the city approximately \$541,623.60.

DTE provides the necessary maintenance of the equipment, including such replacement material and equipment as may be necessary. After installation of the equipment, any cost for additional modifications, relocations or removals will be the responsibility of the City, for example if the City sought to have decorative light poles.

Currently		Proposed Conversion	
Total Current Lums	996	Total Future Lums	996
Total Invoice with Current Rates	\$393,691.49	Total Future Invoice with Current Rates	\$285,366.77
Note: EO Rebate will be issued directly to customer. DTE will assist the customer with the EO application process.		Annual Savings	\$108,324.72
		Cost to Convert (CTC)	\$270,456.05
		DTE labor contribution	\$11,115.00
		EO Rebate (EO)	\$28,257.00
		CTC less EO less DTE Contribution	\$231,084.05
		Payback is CIAC Amount less EO rebate (yrs) divide by Annual Savings	2.13
		CIAC Amount due to DTE	\$259,341.05

FINANCIAL IMPACT: The amount to convert would cost the City \$259,341.05 and with the rebate applied after payment would be a total to the city of \$231,084.05. The City has \$94,000 in American Rescue Plan Dollars to apply towards the project with a final total of the project at \$137,084.

RECOMMENDATION: Motion to authorize the City Manager to enter into the Master Agreement for Municipal Street Lighting with DTE Energy

PREPARED BY: Nick Sizeland, City Manager

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

Resolution to amend the FY2023-2024 Budget – DTE Streetlight Project

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 June 12, 2023, the following resolution was offered:

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

WHEREAS, the referenced amendments are reflective of activity incurred in the General Fund since the adoption of the FY2023-2024 budget approved on May 8, 2023, and;

WHEREAS, The City Council of Grosse Pointe Park was presented with a proposed budget amendment for Fiscal/Calendar Year 2023-2024, and;

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

WHEREAS, the Council authorizes the Finance Director to recognize the DTE Rebate in the General Fund revenue, amending the FY 2023-2024 General Fund's budget 101-000-676.000 Reimbursement account in the amount of \$28,300, and;

WHEREAS, the Council authorizes the Finance Director to appropriate the remaining unobligated ARPA funding dollar by amending the FY 2023-2024 budget as a Transfer-Out from 592-965-999.101 to the General Fund and a Transfer-In to the 101-000-699.592 from the Water & Sewer net position containing the remaining ARPA dollars, in the same amount of \$94,000, and;

WHEREAS, the Council authorizes the Finance Director to appropriate fund balance amending the FY 2023-2024 General Fund's Public Works budget 101-441- 921.010 Street & Alley Lighting account in the amount of \$259,400, and;

NOW, THEREFORE BE IT RESOLVED that the City of Grosse Pointe Park Council Members hereby adopt this Resolution amending FY2023-2024 budget by authorizing the Finance Director to recognize and appropriate remaining unobligated ARPA dollars as a Transfer-Out of \$94,000 from the Water & Sewer Fund and as a Transfer-In of \$94,000 to the General Fund, and to appropriate General Fund's fund balance in the amount of \$259,400, and recognizing General Fund revenue from the DTE rebate for the LED streetlighting project in the amount of \$28,300.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on June 12, 2023, at 7:00 p.m., the following roll call vote was taken:

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

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 __.

Meaghan Bachman, City Clerk
City of Grosse Pointe Park

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between DTE Electric Company ("Company") and City of Grosse Pointe Park ("Customer") (collectively referred to as the "Parties") as of June 7, 2023 .

RECITALS

A. Customer may, from time to time, request Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties' agreement as to the terms of a specific street lighting transaction, the Parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as amended and approved by the Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment (as defined in the applicable Purchase Agreement) and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount less than or equal to three (3) years' revenue expected from such Equipment, and less an amount equal to the Post Charge revenue if selected by Customer. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid, at which point the schedule for completion of the work shall be appropriately modified.

5. Post Charge. For newly installed underground-fed lighting systems of greater than five (5) lights, Customer has the option to select a Post Charge, in lieu of paying all or some of the up-front CIAC Amount, pursuant to the terms of the Purchase Agreement. The Post Charge is a monthly rate, calculated based on the portion of the CIAC Amount that is not paid up front (rounded up to the nearest \$1,000.00 increment).

6. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

7. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company. To the extent that Customer or any other local government authority requires Company to obtain any permits in order to perform any maintenance, repair, replacement or restoration of Equipment under this Master Agreement, Company shall not be responsible for any delay or interruption of service due to such permitting requirements. Customer acknowledges that compliance with such permitting requirements may result in additional charges to Customer (including, without limitation, trip charges associated with demobilizing and remobilizing personnel and materials to the worksite in connection with the pendency of required permit applications).

8. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time (the "Street Lighting Rate"), the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

9. Contract Term. This initial term of this Master Agreement shall commence upon date of installation and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. If the optional Post Charge is selected, the initial term of this Master Agreement shall be the later of (a) ten (10) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial

term, this Master Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) calendar days' prior written notice to the other party. Upon termination of this Master Agreement for any reason, before or after the expiration of the initial term, Company shall have the right to disconnect the Equipment and/or remove any Company-owned equipment and a portion of the Equipment corresponding to the extent to which Customer has not paid in full for the Equipment; provided, however, that Company shall not withdraw service, and Customer shall not substitute another source of service, without at least twelve (12) months' written notice to the other party

10. Customer Obligations upon Termination. In the event that this Master Agreement is terminated before the end of the initial term by Company due to an Event of Default or by Customer for convenience, Customer will promptly pay Company which shall include all of the following:

- a. If applicable, the un-recouped portion of the Company Capital Investment pro-rated for the remainder of the initial three-year period;
- b. If applicable, the aggregate total of remaining Post Charge payments that would have come due over the remainder of the applicable period ten (10) years for Post Charge.
- c. The aggregate total of remaining Luminaire Charge payments that would have been charged over the remainder of the applicable initial contract term;
- d. Any Company costs and expenses associated with disconnecting and de-energizing the Equipment from Company power supply sources; and
- e. The cost incurred by the Company to remove Company's Lighting System and restoration of impacted property as commercially reasonable as possible to its original condition.

11. Design Responsibility for Street Light Installation. Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges Company is not responsible for any compliance or noncompliance with IESNA standards or any issues arising therefrom.

12. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%, pursuant to a Purchase Agreement. If Customer wishes to have installation occur prior to 80% occupancy pursuant to a Purchase Agreement, then Customer acknowledges that Customer will be financially responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.), and that the CIAC Amount and schedule for completion of the work shall be appropriately modified.

13. Force Majeure. The obligation of Company to perform this Master Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse

weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

14. Subcontractors. Company may sub-contract, in whole or in part, any of its obligations under this Master Agreement.

15. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Master Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Master Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

16. Notices. All notices required by this Master Agreement shall be in writing. Such notices shall be sent to Company at **DTE Electric Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111** and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

17. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Master Agreement and to carry out the actions required of it by this Master Agreement; (b) the execution and delivery of this Master Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Master Agreement constitutes a legal, valid, and binding agreement of such party.

18. Miscellaneous.

a. This Master Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Master Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Master Agreement without the prior written consent of Company. This Master Agreement shall be binding

upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Master Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Master Agreement.

c. A waiver of any provision of this Master Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Master Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Master Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Master Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Master Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Master Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Master Agreement shall not invalidate the remaining provisions of the Master Agreement.

Company and Customer have executed this Master Agreement as of the date first written above.

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Date: _____

Customer:

City of Grosse Pointe Park

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this “Agreement”) is dated as of June 7, 2023 between DTE Electric Company (“Company”) and City of Grosse Pointe Park (“Customer”).

This Agreement is a “Purchase Agreement” as referenced in the Master Agreement for Municipal Street Lighting dated June 7, 2023 (the “Master Agreement”) between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	TBD	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: [##### or N/A]	
2. Location where Equipment will be installed:	Various locations within City limits , as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	996	
4. Description of Equipment to be installed (the “ <u>Equipment</u> ”):	<u>OH Fed Lights</u> 87-175MV to 58LED 7-100HPS to 136LED 4-250HPS to 136LED <u>UG Fed Lights</u> 49 -175MV to 58LED 35- 400MV to 136LED 662- 100HPS to 58LED 136-250HPS to 136LED 2-100HPS to 64LED 14-100HPS to 39LED	
5. Estimated Total Annual Lamp Charges	\$285,366.77	
6. Estimated Total Annual Post Charges if selected	\$N/A	
7. Computation of Contribution in aid of Construction (“ <u>CIAC Amount</u> ”)	Total estimated construction cost, including labor, materials, and overhead:	\$259,341.05
	Revenue credit:	\$0.00
	CIAC Amount (cost minus revenue)	\$259,341.05
	Credit for Post Charge, if selected	\$N/A_____
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$259,341.05	
9. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual	

Special Financing Options are available – Please read stipulations within agreement and if desired check the appropriate box below: Post Charge Option ☐ Finance Option ☐	written consent of the parties or by either party with thirty (30) days prior written notice to the other party. If Post Charge “box” is checked the Customer agrees to following term: 10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.
10. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) ☐ YES ☒ NO If “No”, Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices _____
11. Customer Address for Notices:	15115 E. Jefferson Ave. Grosse Pointe Park, MI 48230 Nick Sizeland

12. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☐ YES ☒ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts as provided in Section B below. When replacement equipment or spare parts are installed from Customer's inventory, Company will credit Customer in the amount of the then-current material cost of Company standard street lighting equipment in lieu of which the SOM is being used.

B. Customer will maintain an inventory of at least ____ posts and ____ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice for such costs. Customer acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at **N/A**. Access to Customer's inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. If Company is unable to access the site during such hours for any reason, Company (i) shall be relieved from any obligation or commitment to complete the work as scheduled, and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

Customer will immediately notify Company of any changes in the Authorized Customer Representative. Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by Company.

D. In the event that SOM is damaged by a third party, Company may (but is not required to) pursue a damage claim against such third party for all of Company's costs incurred because of the claim, including all labor and replacement materials. Company will notify Customer as to whether Company will pursue such claim within a reasonable time of the SOM being damaged.

E. In the event that SOM becomes obsolete, discontinued, or incompatible with Company's infrastructure, Customer shall select new alternate SOM that is compatible with Company's then-existing infrastructure. If Customer does not select compatible alternate SOM, Company reserves the right to select compatible SOM that is, in its reasonable judgment, substantially similar, or replace the SOM with standard materials, in either case being entitled to reimbursement from Customer for Company's costs in providing such transition of supply (including internal overhead and labor costs).

F. Should Customer experience, in Company's reasonable judgment, excessive LED equipment failures that are not supported by LED manufacturer warranties, Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of Customer.

13. Special Financing Options

A. Post Charge Option:

For new underground-fed installations of 5 lights or more after May 1, 2019, which require investment in excess of three times the annual revenue at the prevailing rate at the time of installation, the customer may elect to pay a post charge for each increment of \$1,000 investment required above three times the annual revenue.

Effective November 25, 2022 - For each increment of \$1,000 of investment which exceeds three times the annual revenue at the prevailing rate at the time of installation, add to rate per year an additional **\$79.44**.

B. Finance Charge Option:

As an alternative, where the required contribution exceeds \$10,000, upon agreement of the customer and the Company, the customer will pay an additional annual charge of the Company's weighted average cost of capital (6.79%) times the contribution amount in lieu of the cash contribution.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Date: _____

Customer:

[City of Grosse Pointe Park

By: _____

Name: _____

Title: _____

Date: _____

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]