



AGENDA - City Council

DATE: July 10, 2023 7:00 PM City Council Chambers

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Zoning Board of Appeals
 - I. Closed Session- MCL 15.268(h) and MCL 15.243(1)(g)
 - II. Public Hearing Regarding Zoning Ordinance Interpretation (Building Permit Issuance for 906 Three Mile)
 - III. Request for ZBA consideration regarding Zoning Ordinance Interpretation (Building Permit Issuance for 906 Three Mile)
- V. Approval of Consent Agenda
 - I. Approval of June 12, 2023 Minutes
 - II. Approval of June 19, 2023 Special Council Meeting Minutes
 - III. Committee & Commissions Report
 - IV. Finance Report
 - V. Purchase of LED Traffic Arrowboard
 - VI. Resolution to Fix Fee for Salvage Vehicle Inspection
- VI. Public Comment (Agenda Items)
- VII. City Managers' Report
- VIII. Unfinished Business
 - I. Approve Purchase Agreement for Sale of City-Owned Property
- IX. New Business
 - I. FY 23/24 General Liability and Property Insurance
 - II. Approve Bid Award for Municipal Parking Lot and Alleyway Project
 - III. FY 23/24 Vehicle and Equipment Purchases
 - IV. Approve Purchase of Parking Meters
 - V. Approve Increase in Parking Meter Rates
 - VI. Resolution to Propose an Amendment to Charter Section 9.16 - Collection Fees

VII. Resolutions to Amend Charter Sections 3.6 and 3.10 - Non-Partisan Primary Election & Nominations

VIII. Council Comment

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 COUNCIL MEETING

DATE: July 10, 2023

SUBJECT: Public Hearing Regarding Zoning Ordinance Interpretation (Building Permit Issuance for 906 Three Mile)

SUMMARY: An appeal over the issuance of a Building Permit at 906 Three Mile and required interpretation of the Zoning Ordinance has been filed with the Zoning Board of Appeals (ZBA). An appeal request requires a public hearing and certain notification requirements. Attached for your review are the following items:

- Appeal from John Malone
- Copy of Published Public Notice
- Affidavit of Publication of Public Notice
- Proof of Mailing Notice
- Map of parcels in Notice Area

At the Public Hearing, the ZBA may hear from interested parties, including the petitioner and the owner of 906 Three Mile. At the conclusion of the hearing, the ZBA can take action on the appeal.

FINANCIAL IMPACT: None

RECOMMENDATION: Conduct the required Public Hearing and take action on the Appeal regarding the Zoning Ordinance Interpretation

PREPARED BY: Warren Rothe, Assistant City Manager



City of Grosse Pointe Park

Zoning Board of Appeals Application

Applicant's Name: John Malone

Applicant's Address: 871 Grand Marias, Grosse Pointe Park, MI 48230

Home Phone: 313-980-2044

Business Phone: _____

State specific variance requested:

None N/A

Specifically, state any hardships that may be incurred through compliance of existing zoning regulations:
See attached "Revised Appeal to the Grosse Pointe Park Zoning Board of Appeals"

Attach drawing if such variance request relates to construction or placement of any structure.

Such drawing must include the following:

Not Applicable

1. Depict existing lot and buildings and that of immediate adjoining lots.
2. Denote yard setback distances.
3. Percentage of lot occupancy existing.
4. Percentage of lot occupancy proposed.
5. Area dimensions and height of proposed addition/construction.
6. Use of existing building.
7. Vehicle parking area(s).

Submit non-refundable appropriate fee as follows for variance request regarding:

Non-Refundable Application Fee	\$500.00
Plan Review	\$500.00
Building Construction	\$500.00
Building or property use	\$500.00
Sign placement	\$500.00
Miscellaneous	\$500.00
Fence restrictions	\$150.00

PAID

Please note application will not be forwarded or hearing schedule until appropriate fees have been paid along with complete set of drawings.

Failure to comply with zoning regulations or obtain necessary approval as required will result in fines and penalties of up to \$500.00 in accordance with the provisions of the Grosse Pointe Park City code.

Signature _____

Attorney for Applicant _____

Date 06/15/2023

IHRIE O'BRIEN ALBRIGHT PERAKIS
ATTORNEYS AND COUNSELORS

24055 JEFFERSON AVENUE, SUITE 2000
ST. CLAIR SHORES, MICHIGAN 48080

ROBERT D. IHRIE, P.C.
DEBORAH F. O'BRIEN
RICHARD S. ALBRIGHT
HAROLD A. PERAKIS
ERIC D. SHEPHERD

TELEPHONE (586) 778-7778
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WILLIAM W. KILLEBREW
RETIRED

June 15, 2023

City of Grosse Pointe Park
Director of Public Service
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230

Revised Appeal to the Grosse Pointe Park Zoning Board of Appeals

This Appeal is made by John Malone, owner of property located at 871 Grand Marias, Grosse Pointe Park, Michigan 48230 by and through his attorneys IHRIE O'BRIEN ALBRIGHT PERAKIS by Robert D. Ihrie. This Appeal is made pursuant to Grosse Pointe Park Ordinance Section 27-151, et seq.

Grounds for Appeal

The City of Grosse Pointe Park has issued a building permit to the owners of 906 Three Mile Drive, Grosse Pointe Park, Michigan, 48230 allowing the construction of a large accessory building. The building of the permits were issued in violation of Grosse Pointe Park Zoning Ordinance **Section 27-94. Accessory Residential Buildings and Uses**. That ordinance reads in pertinent part as follows:

"(3) when an accessory building or structure is intended for other than the storage of private motor vehicles, the accessory use shall be subject to the approval to the Board of Appeals unless the accessory building or structure is located only in a rear yard, has a floor area of 120 square feet or less, is no greater than 12 feet in height, and is intended for use as a storage building, gazebo, a childrens playhouse, or a similar structure."

The structure which the City has permitted is an accessory building. The following requirements in order to be permitted have not been met:

1. The building is, indeed, intended for other than the storage of private motor vehicles. It is intended as a basketball court.
2. It has a floor area of greater than 120 square feet, substantially greater.

3. It is greater than 12 feet in height. It is in excess of 20 feet in height.
4. It is not intended for use as a storage building, gazebo, a childrens playhouse, or similar structure.
5. It was never brought before the Board of Appeals as required.

Indeed, all of the requirements of section 3 above must be met in order for the structure to avoid having to be brought to the Board of Appeals. As can be seen, virtually none of the requirements allowing such avoidance have been met.

This matter was brought to the attention of the Building Official and to the City's Legal Counsel. The notice was to inform the City that work should stop on the structure until the Board of Appeals has made a decision on the approval or denial of the construction of the accessory building. The request for stop work order was denied.

The filing of this Appeal, pursuant to section 27-153(a) 'shall stay all proceedings in furtherance of the action appealed from unless the Director of Public Service certifies to the Board of Appeals after Notice of Appeal has been filed with him that by reason of the facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property, in which case the proceedings shall not be stayed, otherwise than by a restraining order, which may be granted by a Court of Record.

A stay of "all proceedings in furtherance of the action appealed from .." includes construction of the subject accessory structure. A stop work order should issue.

Jurisdiction

Grosse Pointe Park Zoning **Ordinance 27-155 Jurisdiction**. The Board of Appeals has jurisdiction to "hear and decide appeals where it is alleged by the appellant that there is an error in an order, requirement, permit, decision, or refusal made by the Director of Public Service or any other administrative official in carrying out or enforcing any provisions of this ordinance..."

This appeal seeks the following:

1. An interpretation of Grosse Pointe Park Zoning Ordinance Section 27-94, and
2. Granting of this Appeal of the City's decision approving the issuance of a building permit for the construction of the subject accessory building detailed above.

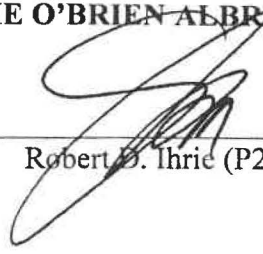
This Appeal invokes the Jurisdiction via administrative review as detailed above. It is requested that the Board of Appeals select a reasonable time and place for the hearing of this Appeal and to give due notice thereof to affected parties without unreasonable delay.

**IHRIE O'BRIEN
ALBRIGHT PERAKIS**
ATTORNEYS AND COUNSELORS

Respectfully submitted,

IHRIE O'BRIEN ALBRIGHT PERAKIS

RDI/dmm
Enclosures

By: 
Robert B. Ihrie (P26451)

City of Grosse Pointe Park, Michigan

NOTICE OF PUBLIC HEARING ON APPEAL OF ISSUANCE OF BUILDING PERMIT FOR 906 THREE MILE DR.

PLEASE TAKE NOTICE The Zoning Board of Appeals of the City of Grosse Pointe Park will hold a Public Hearing on Monday, July 10, 2023, at 7:00 PM in the Council Chamber of City Hall, Fourth Floor, 15115 E. Jefferson Avenue, Grosse Pointe Park, Michigan 48230 on the following matter:

Appeal to the Grosse Pointe Park Zoning Board of Appeals regarding the issuance of a building permit to the owners of real property located at 906 Three Mile Drive, Grosse Pointe Park, Michigan 48230. The Appellant alleges that the building permit was issued in violation of the City of Grosse Pointe Park Zoning Ordinance Section 27-94. Accessory Residential Buildings and Uses. Specifically, the appeal states that the building permit should have been submitted to the Board of Appeals for approval pursuant to Ordinance 27-94 because “the structure which the City has permitted is an accessory building” and is not intended for the storage of private motor vehicles, has a floor area greater than 120 square feet, will be taller than 12 feet in height, and is not intended for use as a storage building, gazebo, or children’s playhouse. Information concerning this request may be obtained from the Public Service Department during regular business hours from 8:00 a.m. to 4:30 p.m., Monday through Friday, or by calling (313)-822-4365. Written comments concerning this request will be received by the Public Service Department prior to the public hearing or by the Zoning Board of Appeals at the public hearing. Comments can be submitted via email at **clerk@grossepointepark.org**.

Meaghan Bachman,
Page 8 of 103
City Clerk

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

16980 Kercheval Pl
Grosse Pointe, Michigan 48230
(313)882-3500

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

City of Grosse Pointe Park

was duly published in accordance with instructions, in the GROSSE POINTE NEWS on
the following dates:

June 22, 2023

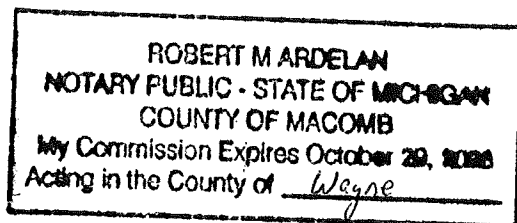
#4 GPP 906 THREE MILE

and knows well the facts stated herein, and that she is the Administrative Assistant
of said newspaper.

Robert M Ardelan

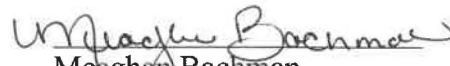
Melanie Mahoney

Notary Public



**PROOF OF MAILING REGARDING NOTICE OF ZONING BOARD OF APPEALS
HEARING**

I, Meaghan Bachman, Clerk of the City of Grosse Pointe Park, certify that, on this 23 day of June 2023, I deposited a Notice of Zoning Board of Appeals Hearing for delivery with the United States postal service to the following addresses:



Meaghan Bachman
Clerk of the City of Grosse Pointe Park
15115 E. Jefferson Ave.
Grosse Pointe Park, MI 48230
(313) 822-6200

See attached document for complete list of addresses.

City of Grosse Pointe Park, Michigan
Notice of Public Hearing
On Appeal of Issuance of Building Permit for 906 Three Mile Dr.

PLEASE TAKE NOTICE The Zoning Board of Appeals of the City of Grosse Pointe Park will hold a Public Hearing on Monday, July 10, 2023, at 7:00 PM in the Council Chamber of City Hall, Fourth Floor, 15115 E. Jefferson Avenue, Grosse Pointe Park, Michigan 48230 on the following matter:

Appeal to the Grosse Pointe Park Zoning Board of Appeals regarding the issuance of a building permit to the owners of real property located at 906 Three Mile Drive, Grosse Pointe Park, Michigan 48230. The Appellant alleges that the building permit was issued in violation of the City of Grosse Pointe Park Zoning Ordinance Section 27-94. Accessory Residential Buildings and Uses. Specifically, the appeal states that the building permit should have been submitted to the Board of Appeals for approval pursuant to Ordinance 27-94 because “the structure which the City has permitted is an accessory building” and is not intended for the storage of private motor vehicles, has a floor area greater than 120 square feet, will be taller than 12 feet in height, and is not intended for use as a storage building, gazebo, or children’s playhouse. Information concerning this request may be obtained from the Public Service Department during regular business hours from 8:00 a.m. to 4:30 p.m., Monday through Friday, or by calling (313)-822-4365. Written comments concerning this request will be received by the Public Service Department prior to the public hearing or by the Zoning Board of Appeals at the public hearing. Comments can be submitted via email at clerk@grossepointepark.org.

Meaghan Bachman, City Clerk

Patrick McKeever & Susan McNeill
916 Grand Marais
Grosse Pointe Park, MI 48230

Patrick O'Donoghue
910 Grand Marais
Grosse Pointe Park, MI 48230

Matthew & Melissa Crehwsky
904 Grand Marais
Grosse Pointe Park, MI 48230

Frederick & Linda Schaible
870 Grand Marais
Grosse Pointe Park, MI 48230

William & Aubrey Crawford
862 Grand Marais
Grosse Pointe Park, MI 48230

Edith A Bogle
854 Grand Marais
Grosse Pointe Park, MI 48230

Lawrie & Alexandra Horst
846 Grand Marais
Grosse Pointe Park, MI 48230

Amy L. Ludvigsen Revocable Trust
924 Grand Marais
Grosse Pointe Park, MI 48230

Daniel Brophy
840 Grand Marais
Grosse Pointe Park, MI 48230

Paul & Laurie Burgoyne
833 Grand Marais
Grosse Pointe Park, MI 48230

Joseph & Linda Boyle
841 Grand Marais
Grosse Pointe Park, MI 48230

Fanger, Micael-Crandall, Sara
847 Grand Marais
Grosse Pointe Park, MI 48230

John & Jane Blahut
855 Grand Marais
Grosse Pointe Park, MI 48230

Dayryl & Nancy Hihem
863 Grand Marais
Grosse Pointe Park, MI 48230

Malone III, John-Monahan, Alissa
871 Grand Marais
Grosse Pointe Park, MI 48230

Cheryl Arendoski
905 Grand Marais
Grosse Pointe Park, MI 48230

Donald Wray Arlene Rozzelle
917 Grand Marais
Grosse Pointe Park, MI 48230

Suleiman & Nahla Hamdan
925 Grand Marais
Grosse Pointe Park, MI 48230

Mary Messina
935 Grand Marais
Grosse Pointe Park, MI 48230

Brian Clute
905 Three Mile
Grosse Pointe Park, MI 48230

John & Bridget O'Shea
925 Three Mile
Grosse Pointe Park, MI 48230

Matthew & Mona Simoncini
935 Three Mile
Grosse Pointe Park, MI 48230

Edward J. Stroble III
946 Three Mile
Grosse Pointe Park, MI 48230

Morici, Phillip – Mieradka Joseph
938 Three Mile
Grosse Pointe Park, MI 48230

Stratton Gardens, LLC
924 Three Mile
Grosse Pointe Park, MI 48230

Timothy & Jennifer Simmons
906 Three Mile
Grosse Pointe Park, MI 48230

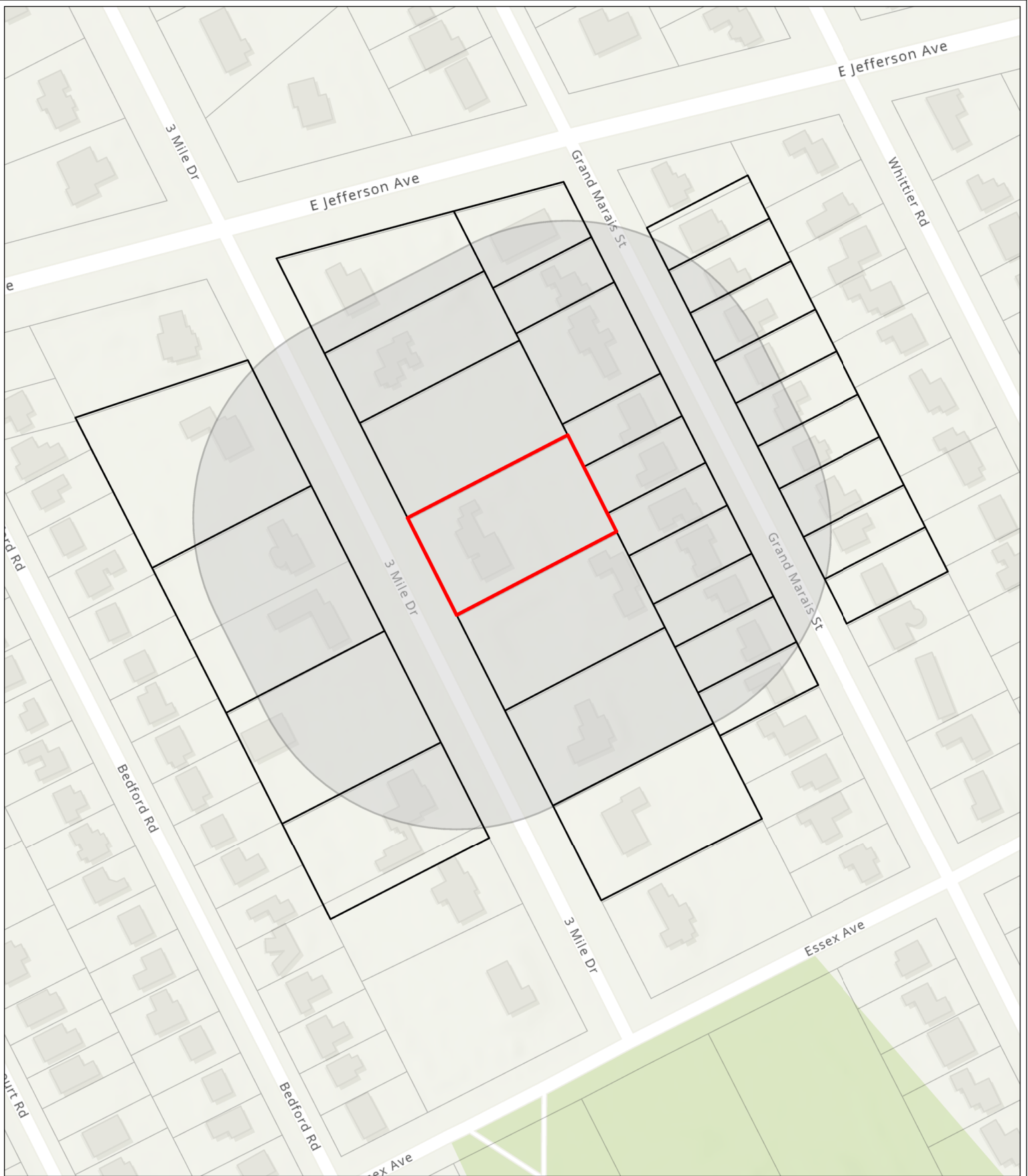
M O'Donnell – K Daudlin
860 Three Mile
Grosse Pointe Park, MI 48230

Cuba, Paul (Trust)
842 Three Mile
Grosse Pointe Park, MI 48230

Valade, Cameron-Ronnisch, Bridgette
824 Three Mile
Grosse Pointe Park, MI 48230

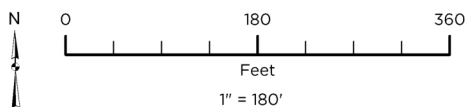
Robert & Ann Diehl
841 Three Mile
Grosse Pointe Park, MI 48230

Adlhoch, Jennifer-Cueter, John
915 Three Mile
Grosse Pointe Park, MI 48230



- 906 Three Mile Rd
- Parcels Grosse Pointe Park
- 300 ft Buffer

906 Three Mile Rd



Source: Data provided Wayne County, Grosse Pointe Park, ESRUI and OHM Advisors. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 IntlFeet

Map Published: June 20, 2023



**CITY OF GROSSE POINTE PARK
CITY COUNCIL MEETING MINUTES
JUNE 12, 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; Warren Rothe, Assistant City Manager; Meaghan Bachman, City Clerk; Dan Kelly, City Attorney; James Bostock, Director of Public Safety; and Ginger Moriarty, Finance Director.

APPROVAL OF CONSENT AGENDA

Councilmember McMillan, seconded by Councilmember Wiener, to approve the consent agenda that includes the following items:

- Approval of May 8, 2023 Minutes
- Finance Report
- Committee & Commissions Report
- Fire Hall Apparatus Door Replacement - Public Safety
- Juneteenth Resolution
- Pride Month Resolution
- FY 2023-2024 Industrial Waste Control (IWC) Charges
- Approve Purchase of Parking Enforcement Equipment
- Purchase Training Ammunition - Public Safety
- GFL Recycling Extension

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

NAYS: None

Motion Carried Unanimously

PUBLIC COMMENT (AGENDA ITEMS)

One member of the public spoke.

**PRESENTATION
GROSSE POINTE PARK LIBRARY PRESENTATION**

The Grosse Pointe Library presented the council with updates that included, new staff members, meeting the community needs, summer reading program, capital improvement projects and their financial results.

MANAGERS' REPORT/PUBLIC SAFETY

City Manager Nick Sizeland presented a brief overview of the following items:

- The City will propose a charter amendments for the November, 2023 election;
- He spoke of training by the City Attorney regarding the OMA, Meeting Decorum and Minutes followed by a closed door session regarding Labor Union Negotiations;
- Manager Sizeland spoke of the EERV
- He updated Council regarding the Kercheval resurfacing project between Pierce and Defer schools and noted Clare of Montefalco has a construction start date within the next 2-3 weeks to resurface the St Clare Parking Lot and replace an old city water main;
- An update was given regarding the Trombly School meeting - approximately 75 people attended. Comments and questions were presented to the committee to bring back to the working group of GPPSS and City of Grosse Pointe Park;
- Manager Sizeland noted the city applied for the Michigan pension grant and should receive award information within the next couple months;
- He spoke of a meeting JP Morgan, the city's investment policy;
- Parking meters and rates were discussed and administration will present a proposal to City Council to install new meter heads on Kercheval and discuss rate increases;
- Manager Sizeland spoke of The Sails of Two Cities sculpture and noted because it has been impacted by vehicles (several times), the structure will have a temporary location on City Hall grounds;
- He announced Jim Bostock will be sworn in as Director of Public Safety on Friday June 16th at 2:00pm in the apparatus fire bay;
- After 6 on Kercheval will take place on June 24, July 22 and August 26th;
- Manager Sizeland noted the City was forced to close the children's pool for repair of the lower wall and the fountain feature of the pool will not be in use this season;
- An update was given on the Schaap Center.

James Bostock, Director of Public Safety, presented a brief overview of the following items:

- Chief Bostock reminded drivers to take extra caution when approaching crosswalks and to watch out for pedestrians;
- Director Bostock advised residents to lock up their valuables, vehicles and garages; He noted HB4250 enhances Michigan Drivers Law for hands free driving and will be implemented on July 30, 2023.

UNFINISHED BUSINESS

No unfinished business was presented.

NEW BUSINESS:
RESOLUTION TO DECLARE BRIAN FRASER DAY IN GROSSE POINTE PARK

Motion by Councilmember McMillian, seconded by Councilmember Brenner, to approve the resolution to declare Brian Fraser Day in Grosse Pointe Park as follows:

WHEREAS, protecting public safety in the communities they serve is the Mayor and City Council's 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 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.

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

NAYS: None

Motion Carried Unanimously

**NEW BUSINESS:
APPROVAL OF CONTRACT AWARD FOR AUDIT FIRM**

Motion by Councilmember Wiener, seconded by Councilmember Caulfield, to award the Professional Auditing Services to Yeo & Yeo CPA Advisors for a five- year contract term.

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

NAYS: None

Motion Carried Unanimously

**NEW BUSINESS:
FISCAL YEAR 22-23 BUDGET AMENDMENT**

Motion by Councilmember Caulfield, seconded by Councilmember Weiner to approve the Fiscal Year 22-23 Budget Amendments, 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.

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

NAYS: None

Motion Carried Unanimously

**NEW BUSINESS:
RESOLUTION FOR SECTION 9.16 COLLECTION OF CHARTER**

Motion by Councilmember Weiner, seconded by Councilmember Gallagher, to approve the resolution for collection of fees and penalties and to adopt the following resolution:

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.

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

NAYS: None

Motion Carried Unanimously

**NEW BUSINESS:
APPROVAL OF CONTRACT FOR PUBLIC SAFETY DIRECTOR**

Motion by Councilmember McMillan, seconded by Councilmember Wiener, to approve the contract between the City of Grosse Pointe Park and Jim Bostock to act as the Public Safety Director.

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

NAYS: None

Motion Carried Unanimously

**NEW BUSINESS:
APPROVAL OF MEDSTAR CONTRACT**

Motion by Councilmember McMillan, seconded by Councilmember Wiener, to authorize 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.

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

NAYS: Councilmember Gallaher

Motion Carried 6-1

**NEW BUSINESS:
ADOPTION OF ACT 88**

Motion by Councilmember Weiner, seconded by Councilmember McMillan, to approve the Resolution to opt-in to the Reciprocal Retirement Act (Act 88) 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.

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

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
FY2023-2024 MOTOROLA SOLUTIONS CONTRACT AWARD & BUDGET AMENDMENTS

Motion by Councilmember Wiener, seconded by Councilmember Caulfield, to approve the five-year installment purchase agreement with Motorola Solutions for Public Safety Cameras and maintenance agreement and amend the FY2024 budget as presented.

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

FY2023-2024 REVENUE & EXPENDITURE BUDGET AMENDMENT FOR GROSSE POINTE PARK FOUNDATION DONATION

Motion by Councilmember McMillan, seconded by Councilmember Gallagher, to approve the Fiscal Year 2023-2024 Revenue & Expenditure Budget Amendment for the Grosse Pointe Park Foundation Donation.

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

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
WOMEN'S LOCKER ROOM AND SHOWER UPGRADE -GROSSE POINTE PARK FOUNDATION

Motion by Councilmember Caulfield, seconded by Councilmember Gallagher, to approve and recognize the Grosse Pointe Park Foundation's donation in the amount of \$23,765 towards the upgrade of the women's locker room and shower within the Public Safety Department.

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

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:
ENGINEERING SERVICES PROPOSALS FOR FISCAL YEAR 2024 PROJECTS

Motion by Councilmember Wiener, seconded by Councilmember Relan, to approve The Engineering Services Proposals as presented for the Fiscal Year 2024 projects. The adopted budget for Fiscal Year 2024 includes a number of infrastructure projects that will require the services of the City Engineer, OHM Advisors. 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

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

NAYS: None

Motion Carried Unanimously

**NEW BUSINESS:
AWARD FOR WINDOW REPLACEMENT AT JEFFERSON SANITARY PUMP STATION**

Motion by Councilmember Wiener, seconded by Councilmember Relan, to approve and award the bid proposal from Commercial Glass of Novi, for the window replacement at the Jefferson Sanitary Pump Station, in the amount of \$111,985.

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

NAYS: None

Motion Carried Unanimously

**NEW BUSINESS:
DTE ENERGY LED LIGHT CONVERSION PROPOSAL**

Motion by Councilmember Wiener, seconded by Councilmember Caulfield to approve and authorize the City Manager to enter into the Master Agreement for Municipal Street Lighting with DTE Energy to convert outdated street lights to LED.

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

NAYS: None

Motion Carried Unanimously

**NEW BUSINESS:
COUNCIL COMMENT**

Motion by Wiener, seconded by Caulfield, resolved to add public comment prior to future closed sessions.

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

NAYS: None

Motion Carried Unanimously

Councilmember Relan wished everyone a Happy Pride Month and spoke of the Motor City Pride event. He spoke of the adopted resolution for Pride Month in the City of Grosse Pointe Park and read a portion of the resolution. Councilmember Relan also mentioned Juneteenth and read a

portion of the adopted resolution acknowledging Juneteenth in Grosse Pointe Park. With school summer break beginning, he reminded residents to take extra caution while driving.

Councilmember McMillan welcomed and congratulated the newly appointed Director of Public Safety, James Bostock. He further thanked Chief Jarrell for his service to the community. He reminded everyone to shop locally and support Grosse Pointe Park businesses. Councilmember McMillan noted his excitement for Medstar to begin working in Grosse Pointe Park.

Councilmember Gallagher spoke in regards to MedStar and voiced her concerns about Medstar beginning to work in Grosse Pointe Park.

Mayor Hodges noted her positive experience with The Beauty Parlor, a local business in town. Michael B's hosted a fundraising gala to support the non-profit cafe for those with special needs; she encouraged all to continue supporting businesses and special events. The Mayor gave an honorable mention to Park residents, Bob and Mary Anne Bury as they were recognized at the Grosse Pointe Foundation for Public Education Event Gala, for all their dedicated work in the community. The Mayor spoke of the blessing of the fleet. The Mayor expressed her pride for the team at the City of Grosse Pointe Park.

PUBLIC COMMENT (NON-AGENDA ITEMS)

There were no additional members of the public spoke.

NEW BUSINESS: CLOSED DOOR- PURSUANT TO MCL 15.268(H) AND MCL 15.243(1)(G)

Motion by Councilmember Wiener, seconded by Councilmember Caulfield, to convene into Closed Door Session at 9:47 PM to consider material exempt from discussion or disclosure by state or federal statute pursuant to MCL 15.268(h) and MCL 15.243(1)(g).

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

NAYS: None

Motion Carried Unanimously

ADJOURNMENT

Motion by Councilmember Relan, seconded by Councilmember McMillan, 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 10:12 PM.

**CITY OF GROSSE POINTE PARK
CITY COUNCIL MEETING MINUTES
JUNE 19, 2023 6:00 PM**

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, McMillan, and Mayor Hodges.

EXCUSED MEMBERS: Councilmember Relan

ALSO PRESENT: Nick Sizeland, City Manager; Meaghan Bachman, City Clerk; Morgan McAtamney, City Attorney.

PUBLIC COMMENT (AGENDA ITEMS)

No members of the public spoke.

**NEW BUSINESS:
COUNCIL COMMENT**

Councilmember McMillan spoke of the swearing in ceremony of the new Public Safety Director. Councilmember Wiener presented a brief update regarding the recent rain and hail storm.

**NEW BUSINESS:
OPEN MEETINGS ACT TRAINING SESSION**

Morgan McAtamney, City Attorney, The Kelly Firm gave a presentation to the Council on the Michigan Open Meetings Act.

**NEW BUSINESS:
PUBLIC COMMENT (NON-AGENDA ITEMS)**

No members of the public spoke.

**NEW BUSINESS:
CLOSED DOOR- PURSUANT TO MCL 15.268(C)**

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

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

NAYS: None Motion carried 6-0

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 extend the Collective bargaining agreement between the DPW & clerical units until July 31, 2023.

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

NAYS: None

Motion Carried 6-0

ADJOURNMENT

Motion by Councilmember Wiener, seconded by Councilmember Caulfield, to adjourn the city council meeting.

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

NAYS: None

Motion carried 6-0

With no further business, the meeting adjourned at 8:42 PM

Grosse Pointe Park Infrastructure General Updates and Status Report July 2023:

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

Pumping station Maintenance:

Jefferson Station & Patterson Station: Wet well clean out has been completed.

Window replacement has been approved, a much-needed replacement on the original windows, will better protect the station as well as greatly improving energy efficiency.

Storm System Performance:

June 13th saw a large storm event, a hailstorm coupled with extreme precipitation. The largest rain event provided useful data for the broader system. Due to the hail and massive amount of debris dumped onto road ways, there was a lot of obstruction to drains, which resulted in some sections of roadways flooding. In this circumstance, drains should be cleared (and be aware, that the suction can result in drains clogging several times), residents did an excellent job of helping to clear drains. DPW was engaged responding to areas of concern and working to keep water moving throughout the city. As is always the case, if residents have questions or concerns with the system or how it impacted their homes, please contact DPW.

Sewer Asset Management:

We are now moving into our next phase with the implementation of sewer asset management. Much as we have been doing with the water mains, we are now consolidating the data we are acquiring through the scoping work to allow for long term planning and prioritization of sewer work, repair and replacement. This allows us to coordinate with millage and grant money for multi-year long term phased in planning.

St Clare of Montefalco Separation and Water Main

Pre-construction meeting with St Clare of Montefalco's rebuild of the parking lot which will separate the sewer for the parking lot as well as the commensurate water main replacement have been completed; expected commencement is mid-July.

Surface Re-Pavements Alleys and City Lot

The projects are currently out for bid, with any luck this will be voted on at the July meeting.

Sewer Scoping/Clean Out Report

Pipetek is commencing their continued scoping/mapping and cleaning of city sewers.

Kercheval Resurfacing

Pre-construction meeting has been conducted; work should be underway at the time of the next city council meeting.

Kercheval Business District Parking

Parking lot construction commenced June 26, this will be ongoing this summer, but the city will continue posting notifications and updates to any impacts on roadways or access to parking.

EERV

Pre-construction meeting completed. Project is on track, as soon as firm construction dates are available the city will work to inform residents through several avenues, as well as to post and communicate any obstructions to Patterson Park's parking lot and entrance.

The city is also investigating some modifications to the discharge, to further improve functionality and protection to residents.

JUNE 2023
INVOICES OVER \$5,000 FOR ACCEPTANCE

Check Date	Vendor Name	Description	Current Payr	Fiscal year to Date or Project to Date
06/08/2023	DETROIT SALT COMPANY	ROAD SALT	13,381.21	40,828.32
06/08/2023	GFL ENVIRONMENTAL	MAY 2023 - RECYCLE/RUBBISH/YARD WASTE	66,327.18	134,651.85
06/08/2023	GREAT LAKES WATER AUTHC	WASTE WATER TREATMENT - MAY 2023	158,700.00	1,813,865.79
06/08/2023	GROSSE POINTE CLINTON REMAY	2023 REEFUSE DISPOSAL	21,660.81	216,880.70
06/08/2023	RONCELLI INC.	PAY APP #17 FOR DPW BUILDING - FINAL PAY	23,667.50	2,680,602.53
06/08/2023	THE KELLY FIRM PLC	LEGAL SERVICES - APRIL 2023	8,333.33	45,833.32
06/15/2023	GREAT LAKES WATER AUTHC	WATER CHARGES APRIL 2023	105,695.16	1,919,560.95
06/15/2023	RONCELLI INC.	MACK AVE REPAIRS	45,928.30	2,726,530.83
06/22/2023	COMMERCIAL GLASS LLC	DEPOSIT FOR PUMP STATION WINDOW REPLACEMENT	55,992.50	57,180.50
06/22/2023	GREEN MEADOWS LANDSCAPE	MOWING FOR PARKS - MAY 2023	9,000.00	40,500.00
06/22/2023	MACQUEEN EMERGENCY	WOMENS SIZE FIREFIGHTER UNIFORM	5,989.61	11,251.66
06/22/2023	OHM ADVISORS	GENERAL SERVICES THRU 5/13/23	6,247.50	429,538.75
06/22/2023	RAM CONSTRUCTION SERVICES	SUNDECK REPAIRS & CRACK SEALING/TRAFFIC	24,279.00	24,279.00
06/22/2023	SCHENA ROOFING & SHEET METAL	ROOFING PROJECT AT LAVINS ACTIVITY CENTER	100,643.00	173,343.00
06/29/2023	CASCADE ENGINEERING	TOTER PARTS & TOTERS	9,160.00	29,103.00
06/29/2023	OASIS HEATING & COOLING	CITY OFFICES HEATING SYSTEM	8,200.00	18,205.50



CITY COUNCIL MEETING

DATE: July 10, 2023

SUBJECT: Purchase of LED Traffic Arrowboard

SUMMARY: This is to replace the twenty-plus year old outdated arrowboard we currently have at the Department of Public Works building. The arrowboard is used for traffic control during emergency maintenance on local and major roads.

FINANCIAL IMPACT: \$7,312.50. Funds are available in fiscal year 2023/2024. The attached quote was for two arrow boards, but at this time DPW is requesting to proceed with the vertical mount board.

RECOMMENDATION: Motion to approve purchase of an LED arrowboard for \$7,312.50.

PREPARED BY: Tom Jenny, Director of Public Works

2644 Auburn Rd
Shelby Township, MI 48317

Fax # 586-726-9692

Date	Quotation #
6/15/2023	10903

Name / Address
GROSSE POINTE PARK, CITY OF 15115 EAST JEFFERSON AVENUE GROSSE POINTE PARK, MI 48230

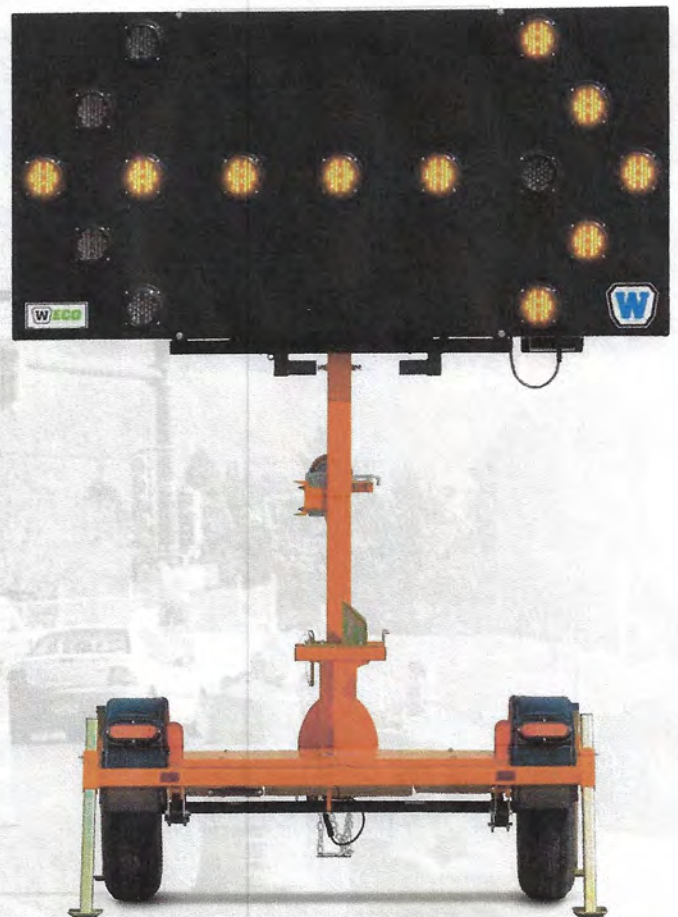
Ship To
GROSSE POINTE PARK, CITY OF 15115 EAST JEFFERSON AVENUE GROSSE POINTE PARK, MI 48230

Delivery (A.R.O.)	Rep	Terms	Firm For (Days)	Clerk	FOB	Via
STOCK	GL	Net 30		GREG		CCI
Item	Description		Qty	Price Each	Total	
WTSP55-LSA	WANCO 55 WATT 15 LIGHT LED ARROWBOARD w/ PINTLE HITCH		1	5,500.00	5,500.00	
WTSV55-LSA	WANCO 55 WATT 15 LIGHT LED ARROWBOARD - VERTICAL MOUNT		1	7,312.50	7,312.50	

Quotation Acceptance _____

Subtotal	\$12,812.50
Sales Tax (6.0%)	\$0.00
Total	\$12,812.50

WECO[®] Arrowboards



**Orange for safety.
Green for the environment.®** 

WANCO[®] Driving traffic safety.

800-972-0755
www.wanco.com



Runs for years without intervention, and its batteries are completely maintenance free

- Maintenance-free batteries
- 80% less power consumption
- 80% less lead
- Sealed batteries will never leak or spill

W|ECO® Arrowboards feature the lowest power consumption in the industry. Innovative engineering employs a unique system that uses small, eco-friendly batteries to power high-output, energy-efficient LEDs. The result is a remarkable technology that benefits the environment without sacrificing performance.

Traditional arrowboard batteries can leak and spill their contents onto the ground, polluting the land and contaminating ground water. W|ECO technology is better for the environment because it allows the use of smaller, sealed batteries.

Smaller batteries means less lead content—80% less, when compared to traditional arrowboards. And W|ECO batteries require no maintenance, resulting in longer battery life and significant savings.

With an 80% decrease in power consumption over traditional solar arrowboards, W|ECO batteries take less time to charge—5 to 6 hours instead of 24—which not only saves energy but results in less downtime.

During the manufacturing process, powder coating emits near-zero volatile organic compounds (VOCs), and all over-spray is reclaimed and reused. Finally, nearly every component can be recycled.

More than just eco-friendly

W|ECO arrowboards are designed to meet and exceed the highest standards of quality and performance in the industry. High-output amber LEDs provide superior visibility, and the all-welded steel frame guarantees longevity.

Wanco's unique design fully supports the board with a single locking device that holds the board in place for transport and during operation. Folding-frame, vertical-mast and skid-mounted models are available.

For see or buy W|ECO Arrowboards, call **800.972.0755** or visit wanco.com.



Brief specifications

Board material	Aluminum sheet and welded channels
Frame construction	All-welded structural steel
Finish	Powder-coated and oven-baked
Controller	Self-contained solid-state electronics located in lockable weather-resistant aluminum enclosure
Display options	15-light and 25-light models provide up to 12 arrow display functions Automatic dimming is standard
Power system	Two sealed, leak- and spill-proof, 12-volt, 18Ah VRLA batteries are standard; three batteries are optional Up to 100 watts solar charging, solid-state voltage regulator, charge indicator; overcharge and deep discharge protection Includes PTC resettable fuses, reverse polarity protection, and low-voltage disconnect system Positive-drive voltage system applies voltage to lamps only when lit
Industry standards	Meets MUTCD



WANCO INC.
5870 Tennyson Street
Arvada, Colorado 80003
800-972-0755
303-427-5700
303-427-5725 fax
www.wanco.com

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W|ECO Vertical Mast Arrow Boards

[WTSV](#)[DOWNLOAD BROCHURE](#)

W|ECO Vertical-Mast Arrow Boards feature a display panel that remains vertical at all times and rotates to face traffic. They are highly reliable, visible from distances of a mile or more, and employ a unique high-efficiency power system. The display is raised and lowered on a vertical tower using a hand-operated winch. Both 15-light and 25-light models are available. [Connected arrow boards](#) can be accessed remotely using [Wanco Fleet Manager](#).



CITY COUNCIL MEETING

DATE: July 10, 2023

SUBJECT: Resolution to Fix Fee for Salvage Vehicle Inspection

SUMMARY: The Department of Public Safety has a certified State of Michigan Salvage Vehicle Inspector (SVI) on staff. A salvage vehicle inspection takes place when the end goal is to allow an auto rebuilder to change a "Salvage" vehicle title to a "Salvage Rebuild" title. This MUST be done prior to resale to the public. A salvage vehicle rebuilder makes necessary repairs to a vehicle titled as "Salvage" usually a vehicle that was deemed "totaled" by the insurance company. They then have a certified mechanic sign off on the vehicle's mechanical soundness.

The inspection is done to check VIN numbers, engine and transmission numbers, and other identifying and/or hidden VIN locations. This is necessary to ensure that the vehicle was not a retag, or that parts did not come from previously stolen vehicles. Once the vehicle passes inspection, the SVI collects the fee (\$100 set by the state) and returns the fee(s) to the SVI's municipality. The rebuilder then takes the completed paperwork to the Secretary of State and applies for a "Salvage Rebuild" title for the vehicle. The SVI files his/her portion of the paperwork through the State's online portal. The vehicle is now ready to be sold to the public.

The SVI operates as an independent contractor and returns the fees collected to the municipality, who then keeps a portion, and returns the rest to the SVI (usually in a 1099 tax structure). Grosse Pointe Park would retain 18% of the fees and return the rest to the inspector. As a contractor, the inspector is required to pay applicable taxes, purchase required tools and equipment, and assume all liability in this structure.

FINANCIAL IMPACT: \$0

RECOMMENDATION: Approve the resolution as written.

PREPARED BY: James Bostock, Director of Public Safety

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

RESOLUTION TO FIX FEE FOR SALVAGE VEHICLE INSPECTION

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, on or about March 1, 2023, the City of Grosse Pointe Park’s (the “City”) Manager, pursuant to City Code Sec. 2-19, approved an application submitted by a member of the Public Safety Department to attend the Salvage Vehicle Inspector School in May to obtain the necessary certification to become a Salvage Vehicle Inspector;

WHEREAS, upon completion of the Salvage Vehicle Inspector School, submittal of all other necessary documents, and completion of all necessary certifications, the member of the Public Safety Department attending said School will be authorized under MCL 257.217c to conduct salvage vehicle inspections;

WHEREAS, Subsection 26 of MCL 257.217c requires that the police agency conducting said inspection shall charge a fee of not more than \$100.00 for the salvage vehicle inspection that *shall* exclusively be used by law enforcement for purposes relating to stolen vehicles;

WHEREAS, Sec. 13-12 of the City Code provides that such fees shall be determined by Council and, under Section 4.13 of the City Charter, deposited with the Treasurer.

NOW, THEREFORE, BE IT RESOLVED, the Council does hereby, pursuant to MCL 257.217c(26) and Sec. 13-12 of the City Code, fix the amount to be collected by duly authorized Salvage Vehicle Inspectors of the City's Public Safety Department at \$100.00.

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: July 10, 2023

SUBJECT: Approve Purchase Agreement for Sale of City-Owned Property

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

At the November 8, 2022 City Council meeting the City Council of Grosse Pointe Park approved the consideration to sell 2170, 2174, 2180, 2186, 2194, 2226 and 2500 Alter Rd located in the City of Detroit.

The property is entirely located in the City of Detroit District Zoning Map 32. Detroit's zoning of the property is primarily (PD) Planned Development District except for one parcel that is zoned R2 Residential. The PD District allows for residential, retail and local services, industrial, mixed use, parks and open space and other uses.

The City awarded at its February 13, 2023 City Council Meeting a Real Estate Listing Agreement with Iconic Real Estate due to their commercial real estate experience, proposal for a marketing campaign, building/space signage, market rate guidance and space analysis for brainstorming the best uses of the site for development. The regulations of the district are designed to accomplish permit flexibility in overall development. Multiple entities have contacted the City expressing interest in the property and discussions with the City of Detroit revealed they would like to see this property further developed.

The city reviewed various offers and is recommending the sale to Pointe Hardware Group LLC. Pointe Hardware Group LLC is proposing an expansion of the Pointe Hardware and lumber brand into the City of Detroit and is excited to be a community partner with both municipalities.

FINANCIAL IMPACT: The purchase price is \$420,000 with an earnest money deposit of \$21,000.

RECOMMENDATION: Motion to Approve Purchase Agreement to Pointe Hardware Group LLC and Authorizing the City Manager to sign on behalf of the City

PREPARED BY: Nick Sizeland, City Manager



PURCHASE AGREEMENT

This **PURCHASE AGREEMENT** (the “Agreement”) is made this ____ day of _____, 2023 (the “Effective Date”), by and between **The City of Grosse Pointe Park**, a Michigan Municipal Corporation, whose address is 15115 E. Jefferson, Grosse Pointe Park, Michigan 48230 (the “Seller”), and **Pointe Hardware Group, LLC**, a Michigan limited liability company, whose address is 101 West Big Beaver Road, Suite 1000, Troy, Michigan 48084 (the “Purchaser”), upon the following terms and conditions:

1. **DESCRIPTION OF PROPERTY:** Seller is owner of certain real property located in the Cities of Grosse Pointe Park and Detroit, County of Wayne, State of Michigan, commonly known as follows:
 - (a) 2500 Alter Road, Detroit, MI 48215;
 - (b) 2226 Alter Road, Detroit, MI 48215;
 - (c) 2194 Alter Road, Detroit, MI 48215;
 - (d) 2186 Alter Road, Detroit, MI 48215;
 - (e) 2174 Alter Road, Detroit, MI 48215;
 - (f) 2170 Alter Road, Detroit, MI 48215;
 - (g) 2180 Alter Road, Detroit, MI 48215; and
 - (h) 1269-1275 Wayburn Road, Grosse Pointe Park, MI 48215 (herein: the “Wayburn Property”).

and more particularly described in the legal description attached hereto as Exhibit “A,” hereinafter the “Land.”

2. **SALE:** Seller shall sell and Purchaser shall purchase the Land, together with buildings and improvements and including all of Seller’s right, title, and interest in and to all appurtenances, all riparian rights, easements, rights-of-way, minerals and mineral rights, timber and timber rights, any unpaid award or damages to the Property, all site engineering studies and surveys, if any, all fixtures, and alarm system(s) (collectively, the “Property”) for the Purchase Price (hereinafter defined).
3. **PURCHASE PRICE AND PAYMENT:** The Purchaser agrees to purchase from the Seller, and the Seller agrees to sell to the Purchaser, the Property together with all improvements and appurtenances, for the sum of Four Hundred Twenty Thousand and 00/100 Dollars (\$420,000.00) (the “Purchase Price”) payable in cash or certified funds at Closing.
4. **DEPOSIT:** Within two (2) business days upon delivery of Seller’s acceptance to Purchaser, the Purchaser will deliver a good faith earnest money deposit in the amount of Twenty-One Thousand and 00/100 Dollars (\$21,000.00) (the “Deposit”) to Greco Title Agency (the “Title Company”), whose address is 20902 Mack Ave., Ste. 100, Grosse Pointe Woods, MI 48236, attn: Shannon Boren, srboren@atatitle.com, which Deposit shall be non-refundable, but applicable toward the Purchase Price.

5. ACCEPTANCE OF OFFER: The provisions of this Agreement shall become a binding Agreement upon acceptance thereof by Seller. In the event such Agreement is revoked by Purchaser prior to acceptance by Seller, the Offer to Purchase shall be deemed null and void and this Agreement shall be of no force and effect.
6. CONVEYANCE BY QUIT CLAIM DEED: Seller shall convey the Property by Quit Claim Deed without representations or warranties.
7. SURVEY: Purchaser may obtain, at its sole cost and expense, a survey (the "Survey") of the Property, dated subsequent to the date hereof, prepared by a licensed surveyor or Registered Professional Engineer in accordance with ALTA/NSPS standards. A copy of the Survey shall also be furnished to the Title Company by Purchaser prior to the Inspection Completion Date (hereinafter defined). If the legal description on the Survey differs from the description set forth on Exhibit "A," then the legal description from the Survey, once approved by both Seller and Purchaser, shall be incorporated herein for all purposes. The cost of the Survey shall be borne by Purchaser.
8. INSPECTION PERIOD: Purchaser shall have one hundred twenty (120) days from the date Purchaser has received a fully executed copy of this Agreement; to enter upon the Property and to conduct such investigations and testing as Purchaser shall deem necessary, and to satisfy each of the foregoing conditions. Unless Purchaser gives Seller written notice that the conditions are unsatisfied or waived, the conditions shall be deemed satisfied. In the event that Purchaser notifies Seller in writing of its dissatisfaction for any reason or for no reason with the results of its inspections or of its failure to satisfy the foregoing conditions within three (3) business days after the expiration of the Inspection Period, this Agreement shall terminate, and the Purchaser shall be entitled to a release from the instant Agreement.
9. CLOSING: The Closing of the transaction (the "Closing") contemplated hereunder shall take place on a mutually convenient date within thirty (30) days upon completion of the Inspection Period. The Closing shall take place at the Title Company.
10. AS-IS CONDITION: Purchaser acknowledges and agrees that upon Closing, Seller shall sell and convey to Purchaser and Purchaser shall accept the Property in "AS-IS Condition," except to the extent expressly provided otherwise in this Agreement.
11. OBLIGATIONS OF PURCHASER: The parties are entering into this Agreement in reliance on Purchaser's Proposal for Acquisition of City-Owned Property. Seller has entered into this Agreement in reliance on Purchaser's Proposal which specifically states that the Wayburn Property will be developed into a residential property with or without a mixed-use commercial component. Seller's acceptance of Purchaser's offer and the execution of the instant Agreement is conditioned on Purchaser receiving site plan approval and necessary permits and beginning construction on a residential structure that complies with all applicable City Ordinances and Michigan Statute with or without a mixed-use commercial component within twenty-four (24) months of Closing.

Failure to secure permits and begin construction on said Development within twenty-four (24) months of Closing shall constitute a breach of this Agreement for which Seller shall be entitled to seek any and all remedies available at law including, but not limited to, Seller's ability, in Seller's sole discretion, to void the sale of the Wayburn Property. The Deed with regard to the sale of the Wayburn Property shall include a claw back provision which will require the Purchaser to begin construction on the residential structure within twenty-four (24) months of Closing and which will clearly state that the failure to timely commence construction will result in Purchaser being required to convey the property back to Seller via Warranty Deed within thirty (30) days of the expiration of said twenty-four (24) month period. In the event Seller must exercise its right to void the purchase of the Wayburn Property, the Warranty Deed shall convey the same free and clear of any and all liens and, if necessary, Purchaser shall pay all closing costs. This provision shall survive the Closing.

12. ACCESS: While the Agreement is in effect, Purchaser, its employees, agents, representatives, engineers, and surveyors may have access to the Property during business hours and only upon advance agreement with Seller as to the time and date of such occurrence for the purpose of obtaining appropriate surveys and inspections which Purchaser may deem necessary; provided, however, that Purchaser, at its expense, shall reasonably restore the Property damaged or disturbed as a result of such entry or testing to its condition prior to making any such surveys, tests or inspections. Purchaser shall indemnify and hold Seller harmless from and against any and all claims, suits, actions, proceedings, damages, liabilities, costs, and expenses, including reasonable attorney's fees, hereinafter "Claims," made or asserted as a result of Purchaser's exercise of such rights of access. Purchaser, at its sole cost and expense, shall defend Seller against such Claims. Notwithstanding the foregoing, no such inspection or testing shall cause Purchaser to be an owner/operator of the Property or an arranger for the disposal, or the generator of hazardous substances under any applicable environmental statute and Purchaser shall have no responsibility contamination of the Property.

13. INDEMNIFICATION.

- (a) Seller agrees to indemnify and hold Purchaser harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorneys' fees for matters arising from or related to the inaccuracy or breach of any of Seller's representations and warranties.
- (b) Purchaser agrees to indemnify and hold Seller harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorneys' fees for matters arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties.

14. NOTICE OF VIOLATION: All notices of violation of any law, statute, ordinance, rule, or regulation or any governmental agency having jurisdiction thereof issued to Seller prior to the Closing against or affecting the Property shall be sent to Purchaser and shall be satisfied or complied with by Seller prior to the Closing.
15. RESTRICTIONS ON SALE, TRANSFER AND ENCUMBRANCE: Seller shall not sell, transfer, assign or convey any of its rights under this Agreement without the prior written consent of Purchaser. Seller agrees not to encumber the Property while this Agreement remains in force without the prior written consent of Purchaser. In the event Seller encumbers the Property with the consent of Purchaser, such encumbrances shall not exceed the amount of the Purchase Price and shall provide that they may be prepaid without penalty or charge or may be assumed without a change in the interest rate, change in the other terms and conditions of the mortgage, execution and delivery of a guarantee or payment of points, fees, charges, or penalties (except the normal nominal assumption fee). Seller shall indemnify and hold Purchaser harmless from the payment of any points, fees, charges, or penalties assessed in connection with such mortgage and for any damages, or losses and expenses by Seller's violation of this paragraph. Purchaser, at his election, shall determine whether said encumbrances shall be assumed by him or paid and discharged by Seller in the event of assumption, the amount of the encumbrance (including all principal and accrued interest as of the date of Closing) shall be credited against the Purchase Price.
16. EXISTING SURVEY, ENGINEERING WORK AND SOIL BORINGS: Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser any existing surveys, plats, environmental studies and reports, leases, topographical reports, property tax records, and any other relevant documentation in Seller's possession at the time of execution of this Agreement.
17. CLOSING DOCUMENTS: At the time and placing of Closing, Seller shall execute and deliver to Purchaser the following documents (copies of which shall be delivered at least seven (7) days prior to Closing):
 - (a) A Quit Claim Deed to convey title to the Property in the condition required hereunder.
 - (b) Closing settlement statement.
 - (c) Certified copy of the resolution of the City Council, authorizing the sale of the Property; and
 - (d) All other instruments, undertakings and documents as shall be necessary to convey title as provided herein.

18. PRORATIONS, UTILITIES AND CLOSING ADJUSTMENTS: The following are the Prorations:
- (a) TAXES: The Seller is responsible for the payment of all real property taxes due and payable until, but not including, the day title passes to Purchaser, and the Purchaser is responsible for the payment of all taxes due and payable on and after the day title passes; the Purchaser and Seller will treat such taxes as having been paid in advance, and each will receive a credit for the other's prorated portion of any such bills, with the parties agreeing to treat, in the case of a tax bill issued in the summer, the bill as being due and payable on July 1, and in the case of a tax bill issued in the winter, as being due and payable on December 1. Notwithstanding the foregoing, if the tenant in possession is paying or is required to pay the Taxes described herein, there shall be no proration of taxes at Closing.
 - (b) UTILITIES: To the extent possible, all utility meters shall be read on or immediately prior to the Closing Date and again at the delivery date and the amounts due as disclosed by such readings shall be paid by Seller, or at Seller's option, Purchaser shall receive credit therefor; provided, however, that in the event such meters cannot be read, or the Title Insurance Company cannot insure in the applicable Owner's Policy there are no water or sewer or drainage fee liens, the parties shall prorate their respective responsibilities for such utilities based upon the last previous utility bill therefor, and, at the request of Purchaser, an appropriate escrow shall be established with the Title Insurance Company in an amount recommended by the Title Insurance Company pursuant to an escrow agreement supplied by the Title Insurance Company. Such charges shall be re-prorated upon receipt of the actual utility bills covering the period in which the Closing Date shall have occurred, such obligation to survive the Closing and the delivery of the Closing documents.
 - (c) CLOSING ADJUSTMENTS: The Purchaser shall pay for any and all costs and fees associated with the purchase.
19. SELLER'S DEFAULT: In the event of a default by the Seller hereunder, the Purchaser may terminate this Agreement by written notice delivered to the Seller at or prior to the Closing Date and receive the return of the Deposit.
20. PURCHASER'S DEFAULT: In the event of a default by the Purchaser hereunder, and provided that (a) Seller is in full compliance with all of its obligations hereunder and (b) on the Closing Date, Seller is ready, able, and willing to convey title to the Property to the Purchaser, the Seller may terminate this Agreement by written notice delivered to the Purchaser at or prior to the Closing Date and retain the Deposit as liquidated damages and same shall constitute the sole and exclusive remedy of the Seller for Purchaser's default.
21. BROKERAGE: Seller agrees to pay commission in the amount of two percent (2%) of the total purchase price, to wit: Eight Thousand Four Hundred and 00/100 Dollars (\$8,400.00).

22. CONDEMNATION: If, prior to Closing any authority having the right of eminent domain shall commence legal actions for the temporary or permanent taking or acquiring of any part of the Property, Seller shall immediately give written notice thereof to Purchaser and Purchaser, at Purchaser's option, shall be entitled to terminate this Agreement upon written notice to Seller and receive an immediate refund of the Deposit.
23. RISK OF LOSS: In the event of loss or damage to the Property between the date hereof and the Closing Date, Purchaser shall have the privilege of declaring this Agreement null and void and thereby be entitled to an immediate refund the Deposit, in its entirety, paid upon the execution hereof and any extension payments made, or the Purchaser may elect to consummate the transaction contemplated herein, providing all proceeds whether from condemnation or insurable loss or Claims under insurance policies accrue to the benefit of Purchaser.
24. TIME IS OF THE ESSENCE: Time shall be deemed of the essence in this Agreement. This Agreement shall be effective as of the Effective Date of this Agreement listed on the first page and shall be the "date of this Agreement" for the purpose of computation of all time periods and shall become effective only after Purchaser has received a fully executed copy of this Agreement.
25. COMPUTATION OF TIME PERIODS. If the date upon which the Inspection Period expires, the Closing Date or any other date or time period provided or in this Agreement is or ends on a Saturday, Sunday or federal, state, or legal holiday, then such date shall automatically be extended until 5:00 p.m. Eastern Standard Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday. For purposes of this Agreement, unless otherwise specified herein, all time periods and references to "days" shall mean calendar days.
26. MISCELLANEOUS:
- (a) The headings in this Agreement are inserted for convenience and identification only, and are in no way intended to describe, interpret, or limit the scope, extent or intent of this Agreement or any provision hereof.
 - (b) This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between Purchaser and Seller, and incorporates herein all prior representations, discussions, and negotiations of the parties and, there are not now, and there shall not be, any verbal statements, representations, warranties, undertakings, or agreement between the parties. This Agreement may only be modified by a written document executed by each of the parties hereto bearing a date subsequent to the date hereof.
 - (c) ATTORNEY'S FEES: In the event of any controversy, claim or dispute between the parties affecting or relating to the subject matter or performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing

party all of its reasonable expenses, including reasonable attorneys' and accountants' fees.

27. COUNTERPARTS: The Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all counterparts shall together constitute but one Agreement
28. ELECTRONIC SIGNATURES: The execution and delivery of this Agreement may be affected by electronic means, including by PDF or facsimile transmission, and shall be as valid and effective as an original signature.
29. SEVERABILITY: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then all the remaining provisions of the Agreement shall remain in full force and effect to the extent permitted by law.
30. WRITTEN NOTICE: Any notice or consent required to be given pursuant to this Agreement or otherwise desired to be delivered by one party to the other, shall be effective only if in writing which is either (a) personally delivered to such party at its address set forth below (or to such other place as the party to receive such notice shall have specified by notice in advance thereof); (b) by Federal Express or other similar next business day air courier, or (c) sent by electronic mail (i.e., e-mail) at the e-mail address below. Notice shall be deemed given upon personal delivery or sending an e-mail, or one (1) business day following deposit with an air courier. Notices shall be deemed properly addressed if given at the following:
 - (i) If to Seller: City of Grosse Pointe Park
15115 E. Jefferson
Grosse Pointe Park, MI 48230
Attn : City Manager Nick Sizeland
E-mail: sizelandn@grossepointepark.org
 - (ii) If to Purchaser: Pointe Hardware Group, LLC.
101 W. Big Beaver Rd., Ste. 1000
Troy, MI 48084
Attn: Alexander Lebedinski
E-mail: alebedinski@gmhlaw.com
31. BINDING EFFECT: This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.
32. CONSTRUCTION: This Agreement shall be constructed in accordance with the laws of the State of Michigan.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned have executed this Purchase Agreement on the date and year first above written.

SELLER:

CITY OF GROSSE POINTE PARK
a Michigan Municipal Corporation

PURCHASER:

POINTE HARDWARE GROUP, LLC
a Michigan Limited Liability Company

By: Nick Sizeland
Its: City Manager

By:
Its:

EXHIBIT "A"

(LEGAL DESCRIPTION)

Alter Road Properties

Lands situated in the City of Detroit, County of Wayne, State of Michigan, and more particularly described as follows:

Lots 2, 3 and 4, East End Manor, Sub of part of Lot 4, John A. Alter's Estate being Lot 2 of Alter Plat of W part of P.C. 570, as recorded in Liber 38, Page 31, of Plats, Wayne County Records.

Lots 39, 40, 31, 32, 43, 44, 45, and 46, Schiappacasse's Subdivision, Sub of Lot 5 of the plat of partition of John Alter Est. being Lot 2 of Alter's Plat being the West part of P.C. 570 and part of Lot 1 of the Sub of Lot 6 of Lot 2 of Alter's Plat of P.C. 570 as recorded in Liber 37, Page 81, of Plats, Wayne County Records.

Commonly Known as:

2500 Alter Road, Detroit, MI 48215;
2226 Alter Road, Detroit, MI 48215;
2194 Alter Road, Detroit, MI 48215;
2186 Alter Road, Detroit, MI 48215;
2180 Alter Road, Detroit, MI 48215;
2174 Alter Road, Detroit, MI 48215;
2170 Alter Road, Detroit, MI 48215;

Parcel ID: 21062762, 21062757-61, 21062756, 21062755, 21062754, 21062753, 21062752

Wayburn Property

Land situated in the City of Grosse Pointe Park, County of Wayne, State of Michigan, and more particularly described as follows:

Lot 6 of East End Manor Subdivision, according to the Plat thereof as recorded in Liber 38, Page 31, of Plats, Wayne County Records

Commonly Known as:

1269-1275 Wayburn, Grosse Pointe Park, MI 48230

Parcel ID: 39-007-15-0006-000



CITY COUNCIL MEETING

DATE: July 10, 2023

SUBJECT: FY 23/24 General Liability and Property Insurance

SUMMARY: Last year, the City Council approved Nickel & Saph Inc. Insurance Agency (Nickel & Saph) as the city's new general liability and property insurance provider. The renewal premium is \$305,041, a \$46,920 increase. There are a few significant factors behind this increase:

1. The City added the new DPW building to the property schedule which added over \$4 million to the value of insured property. Overall insured property levels increased 9%.
2. Several new vehicles were purchased in fiscal year 2023, such as a new street sweeper.
3. Two vehicles that the City owns as part of the Strategic Response Team (SRT) were not placed on last year's insurance renewal. These are the two military-style vehicles that are shared by the five Grosse Pointes and Harper Woods. The total premium for these vehicles is \$14,971.52, or 32% of the premium increase we experienced. The other communities will be billed their proportionate share of the costs, which is \$2,495 per community for both vehicles.

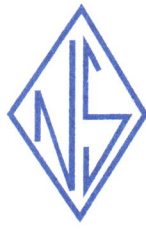
After accounting for the other communities cost share, the total *effective* premium increase the City will experience is \$34,445, and a total *effective* premium of \$292,566. Given these factors, the City's annual premium remains close to the \$293,248 we were quoted from MMRMA last year (whose limit on sewer liability was \$75,000 vs the \$10 million available through Nickel & Saph) and the \$289,444 we paid two years ago through Tokio Marine.

Benefits of continuing with Nickel & Saph, Inc. are numerous. First they included an in-depth evaluation of all city properties from a dedicated appraisal company, HCA Asset Management. Further, attorney fees/defense expenses do not count against the coverage limits of available liability and the City is allowed to select our own legal counsel, which was not available with our former carrier. The deductible for both general liability and auto liability claims is zero, which eliminates additional out-of-pocket costs. The City's general liability deductible was \$10,000 under Tokio Marine for example. Last year, we added marine operator liability coverage to better protect our marina. Finally, the City will continue to receive \$10,000,000 in sewer backup coverage. This is a critical projection for our residents and this coverage level is not offered by our previous insurer or the two Michigan municipal insurance pools.

FINANCIAL IMPACT: \$305,041

RECOMMENDATION: Motion to approve of Nickel & Saph Inc. to continue to be the city's general liability and property insurance provider for an amount not to exceed \$305,041.

PREPARED BY: Warren Rothe, Assistant City Manager



NICKEL & SAPH, INC.

INSURANCE SINCE 1929

MAILING ADDRESS:

P.O. BOX 46907
MT. CLEMENS, MI 48046-6907

OFFICE ADDRESS:

44 MACOMB PLACE
MT. CLEMENS, MI 48043
(586) 463-4573 • (810) 765-8887
1-800-657-7373 • FAX: (586) 463-3135
www.nickelsaph.com

July 1st, 2023

Nick Sizeland
City of Grosse Pointe Park
1511 E. Jefferson Ave.
Grosse Pointe Park, MI. 48230

Re: Property and Casualty Insurance Renewal

Dear Mr. Sizeland

We are pleased to present our renewal proposal for coverages underwritten by Trident Public Risk Solutions, a member of Paragon Insurance Holdings, LLC. The affording carriers are: **Argonaut Insurance** (for liability and automobile coverages). Argonaut has been awarded an A.M. Best's rating of **A- XIII, Stable**; **Arch Insurance Company** (for property and crime coverages). Arch has been awarded an A. M. Best's rating of **A+ XV, Stable**; and **Hartford Steam Boiler** (for mechanical breakdown coverages). Hartford has been awarded an A. M. Best's rating of **A++ XI, Stable**. All three carriers are admitted carriers in the State of Michigan. Trident specializes in providing risk management and insurance products and services only to public entities. Trident writes over \$150,000,000 in premiums on an annual basis throughout the eastern, southern, and midwestern states, including many public entities in Michigan. Of the various public entities within the State of Michigan, over one-hundred and thirty (130) are currently insured with Trident.

The total annual proposed premium is **\$305,041**. The stated premium above contains a \$9,000,000 Excess Liability Umbrella policy applied to General Liability, Public Officials Liability, Employment Practices Liability, Law Enforcement Liability and Auto Liability. The underlying plus the excess afforded an occurrence limit of \$10,000,000 and aggregate of \$11,000,000. TRIA is included though you previously did not procure the coverage.

The city had five claims this year. Out of which the city's insurance carrier had to step in on four of the claims. Two of the claims have been closed and settled. Two claims are still open and being worked on.

Changes during the fiscal year that prompted the increase for your annual premium:

- GL, POL, EPLI net expenditures increased 3% (\$8,870,350 to \$9,145,140)
- AL increased 25% (41 to 51 ratable units)
- APD increased 33% (\$3,755,835 to \$5,008,312)
- PROP increased 9% (\$38,800,692 to \$42,299,672)
- IM increased 18% (\$1,212,536 to \$1,427,945)

Please note the following regarding the Trident proposal:

- 1.) Who is covered: all elected, appointed, employed or volunteer acting on the behalf of the named insured within the scope of their duties.
- 2.) All liability coverages are written on an Occurrence basis. General Liability and Auto Liability are both written with zero or no deductible. Public Officials' Liability is written with a \$2,500 deductible. Employment Practice Liability is written with a \$10,000 deductible and Law Enforcement Liability is written with a \$25,000 deductible.
- 3.) As an enhancement, Trident **provides \$10,000,000 (full limits) for Sudden and Accidental Failure to Supply, Limited Pollution Liability, and Liability from Back-up of Sewers.**
- 4.) As an enhancement, Trident's Excess Liability Coverage provides separate limits or towers per occurrence and aggregate over the following: General Liability, Public Officials' Liability, Employment Practices Liability, Law Enforcement Liability, and Automobile Liability (underlying Auto Liability is not subject to an aggregate). **Payment of claims attributed to one line of coverage will not reduce or impact the limits dedicated to the remaining four lines of coverage.**
- 5.) As an enhancement, Trident provides liability coverage for Inverse Condemnation for limits of \$100,000 per occurrence and \$300,000 aggregate. This includes partial, permanent, and temporary taking.
- 6.) The Property and Inland Marine coverages written on Agreed Amount Replacement Cost Basis. Covered Property claims are subject to a \$5,000 deductible and Inland Marine claims are subject to a \$500 deductible.
- 7.) Bonds have been included for the Clerk, Deputy Clerk, Treasurer, and Judge per your request to fulfill the requirement within your Bylaws.
- 8.) **Trident allows the City the opportunity to select legal counsel** (assuming prior experience defending public entities) of the City choosing for the defense of all covered Liability claims.
- 9.) **Attorney fees / defense expenses are outside of the afforded limits of liability available.**

During this fiscal year Nickel & Saph, Inc. provided tuition reimbursement for three newly promoted Sergeants to attend Police Training and Public Safety Training at the Public Safety Internal Affairs Institute event.

Nickel & Saph, Inc. will be hiring HCA Asset Management to complete through examination of your properties this includes the contents within. Thus, providing you with the most contemporary information possible regarding your assets.

The servicing address for all policy and claims related issues would be 44 Macomb Place, Mount Clemens, MI 48043 (our agency's office). The premium includes all claim services, loss prevention and safety inspections.

Enclosed, please find a detailed copy of the Trident proposal.

Sincerely,



John N. Johnson
Agent, CIC



Insurance Proposal
for
City of Grosse Pointe Park, Michigan

EFFECTIVE DATE
08/01/2023 – 08/01/2024

Coverage Offered Through:



PRESENTED BY:



GENERAL LIABILITY

Occurrence

Standard Coverage

Limit

Bodily Injury/Property Damage	\$1,000,000
Personal Injury/Advertising Injury	\$1,000,000
Damages to Premises Rented to You	\$100,000
Employee Benefits (\$1,000 deductible applies)	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
GL Deductible (Expenses included within retention)	N/A
Medical Payments	Excluded
Retroactive Date	N/A

Optional Coverages

Limit

Deductible

Unmanned Aircraft Under 25 Pounds – GL-230	\$25,000	N/A
Firefighters Elective Surgery	\$25,000 Per Employee	N/A
Coverage Amendment - GL5003	\$50,000 Annual Aggregate	

DATA COMPROMISE

Claims Made

Description	Limit
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Data Compromise Response Expense

Data Compromise Response Expense Annual Aggregate	\$1,000,000
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Sublimits Per Occurrence

1 st Party Named Malware	\$50,000
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Forensic IT Review	\$500,000
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Legal Review	\$500,000
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Public Relations	\$5,000
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Regulatory Fines/Penalties	\$500,000
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PCI Fines and Penalties	\$500,000
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Each Response Expense Occurrence Deductible	\$10,000
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Data Compromise Liability

Data Compromise Liability Annual Aggregate	\$1,000,000
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Sublimit Per Occurrence

3 rd Party Named Malware	\$50,000
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Each Liability Occurrence Deductible	\$10,000
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CYBER

Claims Made

Description	Limit
Cyber Attack and Cyber Extortion	
Cyber Attack Annual Aggregate	\$1,000,000
Sublimits Per Occurrence	
Cyber Extortion	\$100,000
Each Cyber Attack and Extortion Occurrence Deductible	\$10,000
Network Security Liability	
Network Security Annual Aggregate	\$1,000,000
Network Security Liability Deductible	\$10,000
Electronic Media Liability	
Electronic Media Annual Aggregate	\$1,000,000
Each Electronic Media Occurrence Deductible	\$10,000

PUBLIC OFFICIALS

Occurrence

Standard Coverage

Limit

Per Wrongful Act	\$1,000,000
Annual Aggregate	\$2,000,000
Employment Related Wrongful Acts	Excluded
Deductible Each Wrongful Act (Expenses included within retention)	\$2,500
Retroactive Date	N/A

Additional Coverages

Limit

Deductible

Non-Monetary Defense Limit	\$10,000	\$2,500
Non-Monetary Defense Annual Aggregate	\$50,000	

EMPLOYMENT PRACTICES LIABILITY

Occurrence

Standard Coverage

Limit

Per Wrongful Employment Act	\$1,000,000
Annual Aggregate	\$2,000,000
Deductible Each Wrongful Act (Expenses included within retention)	\$10,000
Retroactive Date	N/A

Additional Coverages

Limit

Deductible

Back Wages	\$50,000	\$10,000
Non-Monetary Defense Limit Per Suit	\$50,000	\$10,000
Non-Monetary Defense Annual Aggregate	\$50,000	
EEOC* Per Complaint/Charge of Discrimination	\$10,000	\$2,500
EEOC* Annual Aggregate	\$50,000	

*EEOC = Equal Employment Opportunity Commission

LAW ENFORCEMENT LIABILITY

Occurrence

Standard Coverage	Limit
Per Wrongful Act	\$1,000,000
Annual Aggregate	\$2,000,000
Deductible Each Wrongful Act (Expenses included within retention)	\$25,000
Retroactive Date	N/A

AUTOMOBILE LIABILITY

Standard Coverage	Limit	Symbol
Liability Limit (CSL)	\$1,000,000	1
Deductible	\$0 Per Accident	
Uninsured Motorist	\$250,000	2
Underinsured Motorist	Included	2
Uninsured Motorist Bodily Injury/Physical Damage	N/A	2
Uninsured Motorist Physical Damage	N/A	2
PIP/No Fault	Unlimited	5
Medical Payments	N/A Each Insured N/A Aggregate	
Hired & Non-Owned		Included
Total Units Quoted		49

AUTOMOBILE PHYSICAL DAMAGE

Standard Coverage	OCN	Deductible	Units	Valuation	Symbol
Comprehensive	\$5,008,312	See Schedule	49	See Schedule	10
Collision	\$5,008,312	See Schedule	49	See Schedule	10

Optional Physical Damage Coverages

Description	Limit	Deductible
Garagekeepers - CA 99 37	\$100,000	\$2,500
Coverage Type: Direct Primary ☐		
Direct Excess ☒		
Legal Liability ☐		

AUTO COVERAGE CONDITIONS

1 – Commercial Automobile Liability (Symbol 1)

Coverage is automatically provided for Any Auto.

2 - Commercial Automobile Physical Damage (Symbol 10)

Coverage is automatically provided only for those “autos” you own that meet the requirements listed below:

1. Autos shown in the Declarations as having physical damage coverage, as of the effective date shown in the Declarations; or
0.
 - a. “Auto” you newly acquire after the effective date and report to us prior to the expiration date, shown in the Declarations; and
 - b. “Auto” is of similar make, model and departmental usage as any “auto” that is currently covered under this policy for Physical Damage coverage; and
 - c. Vehicle value is less than \$250,000; and
 - d. Vehicles covered at Actual Cash Value.

IMPORTANT NOTE: For those auto(s) that do not meet the conditions outlined in 2a thru 2d above, there is no automatic coverage. A request for coverage must be submitted within 5 business days of the change. Auto Physical Damage coverage will then be added, by endorsement, for the appropriate premium charge. For auto(s) that meet these conditions, please continue to send change requests as soon as you are able, but no later than the expiration date of the policy (refer to 2a above) for accurate record-keeping and claims verification purposes, however an endorsement will not be issued.

PROPERTY

Standard Coverage

Limit

Building	\$32,249,839
Business Personal Property	\$10,049,833
TOTAL INSURED VALUES	\$42,299,672
Blanket Limit Applies	Yes
Cause of Loss Form	Special
Co-Insurance	Agreed Amount
Deductible	\$5,000
Valuation	RC / ACV
Margin Clause	N/A

Other Perils	Included/ <u>Excluded</u>	Limit	Deductible	Subject to Minimum
Wind/Hail	Included		\$5,000 AOP	N/A
Flood*	Included	\$1,000,000	\$50,000	
Earthquake	Included	\$2,000,000	\$50,000	N/A

*If a Flood limit is shown above, please note that we will not pay for any loss or damage arising out of a flood that occurs at any location located wholly or partially in FEMA identified Zones A, B or V, regardless of how the Zone may be named.

EQUIPMENT BREAKDOWN COVERAGES

	Limit
Equipment Breakdown	\$100,000,000
Property Damage	Included
Business Income	\$500,000
Extra Expense	Combined with Business Income
Civil Authority	Combined with Business Income
Contingent Business Income	\$1,000,000
Data Restoration	\$1,000,000
Demolition	\$1,000,000
Expediting Expenses	\$1,000,000
Green	\$1,000,000
Hazardous Substances	\$1,000,000
Mold	\$1,000,000
Newly Acquired Locations	\$5,000,000
Off Premises Equipment Breakdown	\$1,000,000
Ordinance or Law	\$1,000,000
Perishable Goods	\$500,000
Public Relations	\$5,000
Service Interruption	Combined with Business Income
Interruption of Service Waiting Period	24 Hours

DEDUCTIBLE

Combined, All Coverages	\$5,000
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Property Features and Benefits

Description	Limit	Deductible
Business Income Coverages		
Business Income and Extra Expense	\$500,000	72 Hours
Dependent Property	\$100,000	72 Hours
Interruption Of Computer Operations	\$10,000	72 Hours
Lease Cancellation Moving Expenses	\$5,000	None
Newly Acquired or Constructed Property - Business Income	\$500,000	72 Hours
Off Premises Utility Failure-Business Income	\$50,000	24 Hours
Ingress or Egress	\$25,000	72 Hours
Pollutant Clean Up and Removal	\$25,000	72 Hours
Coverage Modifications		
Ordinance and Law		
Coverage A – Undamaged Portion of Building	Included	Included
Coverage B – Demolition	\$1,000,000	Included
Coverage C – Increased Cost of Construction	\$1,000,000	Included
Accidental Classroom Chemical Spills	\$50,000	\$5,000
Accounts Receivable Records	\$100,000	\$5,000
Accumulation of Surface Water	\$25,000	\$5,000
Animals		
Occurrence Limit	\$10,000	\$5,000
Aggregate Limit	\$50,000	\$5,000
Appurtenant Structures	\$100,000	\$5,000
Audio Visual and Communication Equipment	\$100,000	\$250
Back up of Sewers or Drains	\$1,000,000	\$25,000
Changes in Temperature or Humidity	\$50,000	\$5,000
Commandeered Property	\$250,000	\$250
Computer Equipment	\$250,000	\$5,000

Property Features and Benefits

Description	Limit	Deductible
Portable Computer Equipment		
Per Item Limit	\$1,500	
Per Policy Limit	\$15,000	\$5,000
Course of Construction		
Per Building	\$25,000	\$5,000
Per Policy Year	\$100,000	
Debris Removal - Your Premises	\$250,000	\$5,000
Debris Removal - Wind Blown Debris	\$10,000	\$5,000
Electronic Data	\$100,000	\$5,000
Fine Arts	\$100,000	\$5,000
Fire Department Service Charge	\$25,000	None
Fungus, Wet Rot, Dry Rot and Bacteria (limited coverage)	\$15,000	\$5,000
Glass Display or Trophy Cases	\$5,000	\$500
Inventory And Appraisal	\$20,000	\$5,000
Key Card Coverage	\$25,000	\$5,000
Lock Replacement	\$10,000	None
Money And Securities		
On Your Premises	\$20,000	\$5,000
Away From Your Premises	\$10,000	\$5,000
Newly Acquired or Constructed Property		
Buildings	\$1,000,000	\$5,000
Your Business Personal Property	\$1,000,000	\$5,000
Non-owned Detached Trailers	\$20,000	\$5,000
Off Premises Utility Failure - Damage to Covered Property	\$100,000	\$5,000
Outdoor Property	\$100,000	\$5,000
Outdoor Signs	\$5,000	\$5,000

Property Features and Benefits

Description	Limit	Deductible
Personal Effects and Property of Others	\$50,000	\$5,000
Pollutant Clean Up and Removal	\$500,000	\$5,000
Property In Transit	\$50,000	\$5,000
Property Off-premises	\$50,000	\$5,000
Recharge Of Fire Protection Equipment	\$10,000	None
Retaining Walls	\$5,000	\$5,000
Reward Payments	\$15,000	None
Salesperson's Samples	\$10,000	\$5,000
SCADA Upgrade	\$100,000	\$5,000
Penstock	\$100,000	\$5,000
Sod, Trees, Shrubs and Plants		
Any One Tree, Shrub or Plant	\$1,000	
Occurrence Limit	\$10,000	\$5,000
Spoilage	\$25,000	\$5,000
Theft of Jewelry, Furs, Stamps and Other Specified Items		
Per Item	\$2,500	
Max Occurrence Limit	\$10,000	\$5,000
Undamaged Leasehold Improvements	\$50,000	\$5,000
Underground Fiber Optic Cable		
Any One Occurrence	\$10,000	\$5,000
Each 12-month Period	\$50,000	
Underground Property, Paved Surfaces or Athletic Fields	\$250,000	\$5,000
Valuable Papers and Records (Other Than Electronic Data)	\$100,000	\$5,000

INLAND MARINE

Standard Coverage	Limit	Deductible	Co-Ins (%)	Valuation
Contractors Equipment			N/A	RC < 20 years
Scheduled Equipment	\$756,536	\$2,500		
Equipment Leased or Rented from Others				
Any One Item	\$50,000			
Any One Occurrence	\$100,000	\$2,500		
Fine Arts			N/A	
Scheduled Covered Property	\$60,000	\$2,500		AV
<u>MISCELLANEOUS PROPERTY</u>			N/A	RC
Scheduled Property				
Emergency-Fire Equipment	\$155,409	\$2,500		
Emergency-Police Equipment	\$8,000	\$2,500		
All Other (NOC)	\$46,000	\$2,500		
<u>Blanket Unscheduled Property</u>				
Fire Equipment				
Any One Occurrence	\$100,000	\$2,500		
Max Per Item Limit	\$5,000			
Police Equipment				
Any One Occurrence	\$102,000	\$2,500		
Max Per Item Limit	\$3,000			
Other				
Any One Occurrence	\$100,000	\$2,500		
Max Per Item Limit	\$5,000			

CRIME

Description

Limit

Deductible

Employee Theft

Employee Theft – Per Loss

\$100,000

\$1,000

Faithful Performance of Duty

Included

Included

Include Treasurers or Tax Collectors As Employees

Included

Included

Forgery or Alteration

Forgery or Alteration

\$100,000

\$1,000

Inside the Premises-Theft of Money & Securities

Inside the Premises - Theft of Money & Securities

\$100,000

\$1,000

Inside the Premises-Robbery or Safe Burglary of Other Property

Inside the Premises - Robbery or Safe Burglary of Other Property

\$100,000

\$1,000

Outside the Premises

Outside the Premises

\$100,000

\$1,000

Computer and Funds Transfer Fraud

Computer and Funds Transfer Fraud

\$100,000

\$1,000

Money Orders and Counterfeit Money

Money Orders and Counterfeit Money

\$100,000

\$1,000

EXCESS LIABILITY

Standard Coverage

Limit

Each Occurrence, Offense, Accident or Wrongful Act

\$9,000,000

Annual Aggregate

\$9,000,000

Underlying Insurance

General Liability

\$1,000,000

Public Officials Liability

\$1,000,000

Employment Practices Liability

\$1,000,000

Law Enforcement Liability

\$1,000,000

Automobile Liability

\$1,000,000

The following is a price breakdown for this quotation:

Coverage	Subtotal	TRIA	Total Premium
General Liability	\$40,621	\$1,219	\$50,487
Data Compromise	\$2,433	N/A	Included in GL Total
Cyber	\$6,214	N/A	Included in GL Total
Public Officials Liability	\$14,538	N/A	\$14,538
Employment Practices Liability	\$30,723	N/A	\$30,723
Law Enforcement Liability	\$38,314	N/A	\$38,314
Auto Liability	\$31,108	N/A	\$31,108
Auto Physical Damage	\$35,614	N/A	\$35,614
Property	\$42,043	\$1,261	\$43,304
Equipment Breakdown	\$3,718	INCL	\$3,718
Inland Marine	\$3,145	\$94	\$3,239
Crime	\$1,741	N/A	\$1,741
Excess Liability	\$41,301	\$1,239	\$42,540
Total	\$291,513	\$3,813	\$295,356

Risk Control Services Proposal For City of Grosse Pointe Park

The Breadon Group in partnership with Trident Public Risk Solutions' Risk Control division works to provide our customers with cost-effective, Risk-Management-driven solutions to minimize exposure to losses. Since our business focus is on the public sector, we have the unique background to work with our customers, bringing in a wealth of experience in risk control for public entities throughout the country.

Our staff has extensive expertise in providing Risk Control services to our public entity customers. In addition, we have also assembled a network of industry experts and partners to assist in the delivery of services and specialized consulting. Coordinated through our corporate offices, this broad-based team can deliver timely world-class Risk Control services that are targeted to achieve effective results.

Trident Risk Control Website

Trident Risk Control offers an easy-to-navigate, fully searchable website with an array of resources to assist you in your program development and implementation. Resources available on the site include:

- **White papers** on topics such as:
 - Law Enforcement Liability
 - Playground Safety
 - Self-Inspection Check Lists
 - Management Operational Guides
 - Catastrophe Planning
 - Many others
- **Important links** to web resources
- Information on our **FREE web-based training** classes, with over 200 courses available
- **Partner resources**
- **Ask-the-Risk -Manager** portal with 24-hour turnaround time for risk control questions
- **E-Newsletter** archive

Visit the website at <https://www.argolimited.com/pages/argo-group-home/our-brands/trident/risk-control>

The Breadon Group in partnership with Trident Risk Control also makes a wide variety of services available to you to assist in the development of your risk management program. The following services can be accessed by a request to your agent or through contacting us at: asktheriskmanager@tridentpublicrisk.com.

Risk Management Consultation

If you have risk management questions, Trident's Risk Control Group has the answers, tools, or resources that you need. Sending us a question through our [Ask-the-Risk Manager portal](#) on our website or emailing us directly at asktheriskmanager@tridentpublicrisk.com. Our **24-Hour pledge** to you is to provide you help within one business day – but it is usually a lot faster. We are here to help!

Risk Control e-Newsletters and Special Bulletins

Trident Risk Control produces monthly newsletters with topics of interest and timely special bulletins for the many diverse departments at your organization. Subscribe and pass on to others, or supply us with a list of employee emails and we'll add everyone on your list to the distribution.

Model Law Enforcement and Detention Center Policies and Procedures

Trident partners with world-class law enforcement consultant [OSS Law Enforcement Advisors](#) to provide free model policies for use by law enforcement and detention center representatives. When the Supreme Court provides new rulings that affect law enforcement and detention center operations, your policies will need to be altered to comply with the new rulings—and Trident can provide them.

Discounted Property Appraisals

Having correct property valuations is important to any risk management program to ensure that, if disaster strikes, a structure to be replaced is valued properly. We offer discounted property appraisals for the locations that you select through our partner, [HCA Asset Management](#). We will coordinate with HCA to ensure that the appraisal services are delivered in a timely manner.

Systems Optimization and Maintenance

Saving money, reducing maintenance, and reducing equipment risk factors are important considerations for any organization. Through our partner, [Hartford Steam Boiler](#), we make available a number of tools, including maintenance suggestions and optimization calculators, to your maintenance and engineering staff. The tools can be accessed through our Partner Resources Portal on our website.

Online Training

Sometimes it is difficult to locate the specialized training that you need for your organization's staff. Trident Risk Control Services has over [200 training courses](#) available online to help you meet that need. Our partner, LocalGovU, has worked with us to develop topics specifically for governmental entities.

Loss Analysis: Understanding how to efficiently deploy your loss prevention efforts includes looking at elements such as number of claims, types, and department(s) in which they occur. Trident's Loss Analysis will provide a five-year look back, breaking down the losses to give you a clear picture of not only where they are occurring, but also causal factors. Simply contact your agent, Risk Control representative, or request a copy through: asktheriskmanager@tridentinsurance.net.

Program Development: One of your entity's more challenging tasks to undertake is creating or modifying a program. We can help through sample programs and sound advice on how to implement those programs across the diverse departments with which you work.

GENERAL CONDITIONS

This proposal is based on information provided to The Breadon Group, LLC by the Agent.

The quotation in this proposal does not necessarily match the coverages or limits requested in the bid specifications and/or application. No warranty is made or implied with respect to the total compliance to bid specifications or applications.

Each individual policy contains the actual terms, conditions and exclusions. This proposal highlights certain features and benefits of the Trident program.

Statement of Values Report

Insured: City of Grosse Pointe Park

Term: 08/01/2023 - 08/01/2024

Loc #	Bldg#	Building	Contents	Valuation	Const	Occupancy	Address	City/Town	ST	Zip	Area	Year	Sprkl
1	1	\$9,389,901	\$2,705,691	RC	Joisted Masonry	City Hall	15115 E. Jefferson	Grosse Pointe Park	MI	48230	25,700	1972	Y
1	2	\$1,728,101	\$2,808,000	RC	Non-Combustible	Water Treatment Plant	15115 E. Jefferson	Grosse Pointe Park	MI	48230	1	1974	N
1	3	\$113,654	\$0	RC	Non-Combustible	Lift Station	15115 E. Jefferson	Grosse Pointe Park	MI	48230	1	1972	N
1	4	\$104,000	\$0	RC	Non-Combustible	City Hall PIO Tower Clock	15115 E. Jefferson	Grosse Pointe Park	MI	48230	1	1900	N
2	1	\$574,458	\$5,200	RC	Joisted Masonry	3 Mile Park Garage	16066-16006 Three Mile	Grosse Pointe Park	MI	48230	2,954	1994	N
2	2	\$539,093	\$99,840	RC	Non-Combustible	Ice Rink	16066-16006 Three Mile	Grosse Pointe Park	MI	48230	541	1994	N
2	3	\$440,000	\$2,080	RC	Non-Combustible	Community Center Three Mile Park	16066-16006 Three Mile	Grosse Pointe Park	MI	48230	1,644	1994	N
3	1	\$1,728,101	\$0	RC	Non-Combustible	Lift Station (Patterson Park)	16006 Essex	Grosse Pointe Park	MI	48230	4,786	2002	N
3	2	\$306,800	\$0	RC	Frame	Patterson Park PIO Boardwalk, Fencing, Lights	16006 Essex	Grosse Pointe Park	MI	48230	1	2002	N
3	3	\$83,200	\$0	RC	Frame	Patterson Park PIO Play Structure	16006 Essex	Grosse Pointe Park	MI	48230	1	2002	N
3	4	\$156,000	\$0	RC	Masonry Non-Combustible	Patterson Park Gazebo	16006 Essex	Grosse Pointe Park	MI	48230	900	2002	N
3	5	\$34,320	\$0	RC	Frame	Patterson Park Pavilion	16006 Essex	Grosse Pointe Park	MI	48230	450	2002	N
3	6	\$312,000	\$0	RC	Modified Fire Resistive	Patterson Park PIO Splash Zone, Putt Putt, kayak	16006 Essex	Grosse Pointe Park	MI	48230	1	2002	N
3	7	\$416,000	\$0	RC	Masonry Non-Combustible	Patterson Park Bathroom	16006 Essex	Grosse Pointe Park	MI	48230	1,750	2002	N
3	8	\$182,000	\$0	RC	Masonry Non-Combustible	Patterson Entrance Building	16006 Essex	Grosse Pointe Park	MI	48230	400	2002	N
3	9	\$113,360	\$0	RC	Frame	Patterson PIO Misc.	16006 Essex	Grosse Pointe Park	MI	48230	1	2002	N
4	1	\$9,713,434	\$2,133,742	RC	Non-Combustible	Lavins Activity Center	14920 Windmill Point Park	Grosse Pointe Park	MI	48230	38,916	2003	Y
4	2	\$29,551	\$1,040	RC	Joisted Masonry	Entrance Gatehouse	14920 Windmill Point Park	Grosse Pointe Park	MI	48230	1	2003	N
4	3	\$1,380,000	\$208,000	RC	Joisted Masonry	Thomkins Community Center	14920 Windmill Point Park	Grosse Pointe Park	MI	48230	5,143	1990	N

4	4	\$9,456	\$1,040	RC	Joisted Masonry	Harbor Gatehouse	14920 Windmill Point Park	Grosse Pointe Park	MI	48230	1	2003	N
4	5	\$283,683	\$2,080	RC	Joisted Masonry	Bathrooms	14920 Windmill Point Park	Grosse Pointe Park	MI	48230	1,667	2003	N
4	6	\$47,280	\$2,080	RC	Joisted Masonry	Concession Stand	14920 Windmill Point Park	Grosse Pointe Park	MI	48230	1,709	1900	N
4	7	\$16,640	\$0	RC	Frame	Play Structure	14920 Windmill Point Park	Grosse Pointe Park	MI	48230	1	1900	N
4	8	\$206,960	\$0	RC	Frame	Windmill PIO Boardwalk Fencing	14920 Windmill Point Park	Grosse Pointe Park	MI	48230	1	1900	N
5	1	\$113,654	\$0	RC	Non-Combustible	Lift Station	Somerset & Mack	Grosse Pointe Park	MI	48230	1	1992	N
6	1	\$68,193	\$1,040	ACV	Frame	Rental Property	1622 Alter	Grosse Pointe Park	MI	48230	1	1966	N
7	1	\$4,160,000	\$2,080,000	RC	Joisted Masonry	DPW Building	15000 Mack Avenue	Grosse Pointe Park	MI	48230	20,000	2023	Y
		\$32,249,839	\$10,049,833										

Policy Level TIV:

\$42,299,672.00

Insured Signature:_____

Date:_____

ADDITIONAL INFORMATION: REQUIRED AT BINDING

1. Signed TRIA Forms
2. Signed SOV



CITY COUNCIL MEETING

DATE: July 10, 2023

SUBJECT: Approve Bid Award for Municipal Parking Lot and Alleyway Project

SUMMARY: Sealed bids were opened for the Municipal Parking Lot and Alley Rehabilitation Projects on Friday June 30th. Two bids were received and the tabulation is attached. The project included three components or *divisions*. The low bidder is Asphalt Specialists LLC.

Division 1

This is the city hall parking lot portion of the bid. The cost for this division is \$341,931.

Division 2

This is the cost of paving 4 alleyways. The cost for this division is \$293,440. The budget does not include enough funds to do all of the alleys; however, two of them can still be completed for a total cost of \$172,860. The two alleys that will be paved are both located in the 1000 block. Specifically, the one connected to the City Hall parking lot between Maryland and Lakepointe and the alley between Maryland and Wayburn.

Division 3

The TIFA Board is working on the paving of a parking lot off of Maryland, directly behind Pointe Hardware in the current gravel lot. To achieve economies of scale, this project was lumped in with the city hall parking lot and alleyways. Council action on this element is not being sought, the bid will be brought before the TIFA on July 13th for consideration by the Board.

FINANCIAL IMPACT: Funds for these projects are available in the Municipal Roads Fund in the amount of \$572,000, which is enough to cover the \$514,791 plus the \$41,000 in engineering fees that were approved by the Council at its June 2023 regular meeting.

RECOMMENDATION: Motion to award the bid to Asphalt Specialists LLC for Division 1 in full and Division 2 for the paving of the Maryland/Wayburn and Maryland/Lakepointe alleys in the 1000 block and authorize the City Manager to sign the contract documents.

PREPARED BY: Nick Sizeland, City Manager

BID FORM for
Municipal Parking Lot and Alley Rehabilitation and Construction
Grosse Pointe Park, Wayne County, State of Michigan
OHM Job Number 7508-23-0040

			Asphalt Specialists, LLC 1780 East Highland Pontiac, MI 48340 (248) 334-4570		Nagle Paving Company W. 13 Mile Road Novi, MI 48377 (248) 533-0600	
Item	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount
<u>Division 1 - Municipal Parking Lot</u>						
1	Mobilization, Max 5%	1 LSUM	\$ 17,000.00	\$ 17,000.00	\$ 16,000.00	\$ 16,000.00
2	Catch Basin/Inlet Filter	10 Ea	\$ 120.00	\$ 1,200.00	\$ 150.00	\$ 1,500.00
3	Remove Curb and Gutter	205 Ft	\$ 14.00	\$ 2,870.00	\$ 15.00	\$ 3,075.00
4	Remove Pavement	1748 Syd	\$ 7.00	\$ 12,236.00	\$ 8.00	\$ 13,984.00
5	Grading & Earthwork	1 Lsum	\$ 44,000.00	\$ 44,000.00	\$ 28,000.00	\$ 28,000.00
6	Subgrade Undercut, Type II (Modified)	253 Cyd	\$ 90.00	\$ 22,770.00	\$ 90.00	\$ 22,770.00
7	Aggregate Base, 21AA, 8"	2500 Syd	\$ 15.00	\$ 37,500.00	\$ 16.00	\$ 40,000.00
8	Conc Pavt, nonreinf, 6 inch	100 Syd	\$ 100.00	\$ 10,000.00	\$ 135.00	\$ 13,500.00
9	Conc, Pavt, Nonreinf, 10 inch	29 Syd	\$ 135.00	\$ 3,915.00	\$ 195.00	\$ 5,655.00
10	Concrete Curb & Gutter, Detail C2	205 Ft	\$ 55.00	\$ 11,275.00	\$ 45.00	\$ 9,225.00
11	Cold Milling Pavement Surface	3198 Syd	\$ 5.00	\$ 15,990.00	\$ 7.00	\$ 22,386.00
12	HMA, 13A	275 Ton	\$ 140.00	\$ 38,500.00	\$ 150.00	\$ 41,250.00
13	HMA, 36A	565 Ton	\$ 145.00	\$ 81,925.00	\$ 158.00	\$ 89,270.00
14	Pavt Mrkg	1 Lsum	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
15	Traffic Maintenance and Control	1 Lsum	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00
16	Surface Restoration, Topsoil and Hydroseed	750 Syd	\$ 18.00	\$ 13,500.00	\$ 22.00	\$ 16,500.00
17	Replace Frame & Cover	1 Ea	\$ 2,000.00	\$ 2,000.00	\$ 1,275.00	\$ 1,275.00
18	Adjust Sanitary Structure	2 Ea	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00	\$ 2,000.00
19	Adjust Storm Structure	4 Ea	\$ 2,500.00	\$ 10,000.00	\$ 650.00	\$ 2,600.00
20	Remove and Reset Salvaged Sprinkler Head	10 Ea	\$ 200.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00
21	Project Cleanup	1 Lsum	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00
22	Remove and Replace Parking Blocks	15 Ea	\$ 250.00	\$ 3,750.00	\$ 50.00	\$ 750.00
<u>Division 2 - Alleeways</u>						
23	Mobilization, Max 5%	1 LSUM	\$ 14,500.00	\$ 14,500.00	\$ 18,500.00	\$ 18,500.00
24	Catch Basin/Inlet Filter	12 Ea	\$ 120.00	\$ 1,440.00	\$ 150.00	\$ 1,800.00

BID FORM for
Municipal Parking Lot and Alley Rehabilitation and Construction
Grosse Pointe Park, Wayne County, State of Michigan
OHM Job Number 7508-23-0040

			Asphalt Specialists, LLC 1780 East Highland Pontiac, MI 48340 (248) 334-4570		Nagle Paving Company W. 13 Mile Road Novi, MI 48377 (248) 533-0600	
Item	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount
25	Subgrade Undercut, Type II (Modified)	250 Cyd	\$ 90.00	\$ 22,500.00	\$ 90.00	\$ 22,500.00
26	Adjust Sanitary Structure	14 Ea	\$ 2,500.00	\$ 35,000.00	\$ 1,000.00	\$ 14,000.00
27	Adjust Storm Structure	2 Ea	\$ 2,500.00	\$ 5,000.00	\$ 650.00	\$ 1,300.00
28	Cold Milling Pavement Surface	6700 Syd	\$ 5.00	\$ 33,500.00	\$ 18.00	\$ 120,600.00
29	HMA, 13A	325 Ton	\$ 160.00	\$ 52,000.00	\$ 190.00	\$ 61,750.00
30	HMA, 36A	625 Ton	\$ 160.00	\$ 100,000.00	\$ 210.00	\$ 131,250.00
31	Traffic Maintenance and Control	1 Lsum	\$ 18,500.00	\$ 18,500.00	\$ 7,500.00	\$ 7,500.00
32	Project Cleanup	1 Lsum	\$ 6,000.00	\$ 6,000.00	\$ 3,500.00	\$ 3,500.00
33	Remove and Replace Obstructions in Alleyways	1 Lsum	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00

Division 3 - Maryland Street Parking Lot

34	Mobilization, Max 5%	1 LSUM	\$ 7,000.00	\$ 7,000.00	\$ 9,000.00	\$ 9,000.00
35	Catch Basin/Inlet Filter	1 Ea	\$ 120.00	\$ 120.00	\$ 150.00	\$ 150.00
36	Erosion Control, Silt Fence	105 Ft	\$ 4.00	\$ 420.00	\$ 4.00	\$ 420.00
37	Remove Curb and Gutter	38 Ft	\$ 25.00	\$ 950.00	\$ 25.00	\$ 950.00
38	Remove Pavement	52 Syd	\$ 45.00	\$ 2,340.00	\$ 70.00	\$ 3,640.00
39	Sidewalk, Remove	26 Syd	\$ 36.00	\$ 936.00	\$ 25.00	\$ 650.00
40	Grading & Earthwork	1 LSUM	\$ 14,000.00	\$ 14,000.00	\$ 27,000.00	\$ 27,000.00
41	Subgrade Undercut, Type II (Modified)	50 Cyd	\$ 90.00	\$ 4,500.00	\$ 90.00	\$ 4,500.00
42	Storm Sewer, SDR 26 PVC, 8 inch	73 Ft	\$ 130.00	\$ 9,490.00	\$ 180.00	\$ 13,140.00
43	2' Dia. Catch Basin	1 Ea	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00
44	Maintenance Aggregate, 21 AA	5 Ton	\$ 20.00	\$ 100.00	\$ 100.00	\$ 500.00
45	Aggregate Base, 21AA, 6"	50 Syd	\$ 25.00	\$ 1,250.00	\$ 35.00	\$ 1,750.00
46	Aggregate Base, 21AA, 8"	45 Syd	\$ 30.00	\$ 1,350.00	\$ 40.00	\$ 1,800.00
47	Conc, Pavt, Nonreinf, 6 inch	29 Syd	\$ 105.00	\$ 3,045.00	\$ 200.00	\$ 5,800.00
48	Conc, Pavt, Nonreinf, 8 inch	16 Syd	\$ 125.00	\$ 2,000.00	\$ 600.00	\$ 9,600.00
49	Concrete Curb & Gutter, Detail C2	257 Ft	\$ 55.00	\$ 14,135.00	\$ 60.00	\$ 15,420.00

BID FORM for
Municipal Parking Lot and Alley Rehabilitation and Construction
Grosse Pointe Park, Wayne County, State of Michigan
OHM Job Number 7508-23-0040

			Asphalt Specialists, LLC 1780 East Highland Pontiac, MI 48340 (248) 334-4570		Nagle Paving Company W. 13 Mile Road Novi, MI 48377 (248) 533-0600	
Item	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount
50	Driveway Opening, Concrete, Detail M	51 Ft	\$ 65.00	\$ 3,315.00	\$ 80.00	\$ 4,080.00
51	HMA, 13A	45 Ton	\$ 200.00	\$ 9,000.00	\$ 240.00	\$ 10,800.00
52	HMA, 36A	30 Ton	\$ 275.00	\$ 8,250.00	\$ 350.00	\$ 10,500.00
53	Pavt Mrkg	1 Lsum	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
54	Sign, Type A Permanent	10 Sft	\$ 100.00	\$ 1,000.00	\$ 50.00	\$ 500.00
55	Sign, Type B Permanent	11.25 Sft	\$ 100.00	\$ 1,125.00	\$ 150.00	\$ 1,687.50
56	Sidewalk, Conc, 4 inch	215 Sft	\$ 20.00	\$ 4,300.00	\$ 15.00	\$ 3,225.00
57	Sidewalk, Conc, 6 inch	150 Sft	\$ 21.00	\$ 3,150.00	\$ 20.00	\$ 3,000.00
58	Traffic Maintenance and Control	1 LSUM	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
59	Surface Restoration, Topsoil and Hydroseed	150 Syd	\$ 36.00	\$ 5,400.00	\$ 45.00	\$ 6,750.00
60	Wood Fence, 6 foot	115 Ft	\$ 120.00	\$ 13,800.00	\$ 140.00	\$ 16,100.00
61	Project Cleanup	1 Lsum	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00
62	Thuja occidentalis "Emerald", 4 foot to 8 foot	22 Ea	\$ 900.00	\$ 19,800.00	\$ 800.00	\$ 17,600.00
Total Bid Amount (Division 1, Items 1-22):			\$	341,931.00	\$	337,240.00
Total Bid Amount (Division 2, Items 23-33):			\$	293,440.00	\$	387,200.00
Total Bid Amount (Division 3, Items 34- 62):			\$	143,776.00	\$	183,062.50
Total Bid Amount (Items 1- 62):			\$	779,147.00	\$	907,502.50



CITY COUNCIL MEETING

DATE: July 10, 2023

SUBJECT: FY 23/24 Vehicle and Equipment Purchases

SUMMARY: The 2024 Fiscal Year budget included funding for the purchase of the following vehicles and equipment to be used to support City operations. All purchases are to be completed through the State MiDeals cooperative government purchasing program. Attached for your review are the assorted quotes from the applicable vehicle and equipment dealers.

Public Safety Patrol Vehicle - Historically, the Public Safety Department replaces one patrol vehicle annually under three-year financing agreements. The department seeks to purchase a Chevrolet Tahoe that will replace our oldest patrol vehicle, a 2017 Ford Explorer. The vehicle dealer is Berger Chevrolet, and the equipment upfitting will be performed by Canfield Equipment.

5-Yard Dump Truck - A 5-yard dump truck is requested to replace a 2004 GM dumptruck. This truck is used daily to perform rubbish/chipping collection, hauling materials, and perform water and sewer main repairs. The chassis will be purchased from Wolverine Freightliner and the equipment upfitting will be performed by Versalift Midwest.

Hot Patch Trailer - The purchase of a hot box trailer will allow DPW to complete road patches and similar repairs in-house. The MiDeal vendor is Falcon Asphalt Repair Equipment.

1/2 Ton Utility Truck - The purchase of a 1/2 ton utility truck for the water department is planned for Fiscal Year 2024; however, we are having difficulty obtaining pricing through MiDeal. Ordering a single non-public-safety vehicle through MiDeal is extremely challenging given the current automotive market. A purchase request for this vehicle is forthcoming at a later date.

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

<u>Vehicle/Equipment</u>	<u>Account Number</u>	<u>Available Funds</u>	<u>Purchase Amount</u>
Public Safety Patrol Vehicle	401-901-980.300	\$60,000	\$39,988*
	401-901-981.300	\$30,000	\$18,661.11
5-Yard Dump Truck	592-536-970.000	\$329,600	\$170,150
Hot Patch Trailer			\$16,991

*to be financed over a 3-year period. The first year payment is estimated to be \$13,827.75. The \$60,000 represents the cumulative total for outstanding vehicle financing agreements.

RECOMMENDATION: Motion to approve the purchase of vehicles and equipment as presented in the quotes from Berger Chevrolet, Canfield Equipment Service, Wolverine Freightliner, and Versalift Midwest.

PREPARED BY:

Warren Rothe, Assistant City Manager
James Bostock, Director of Public Safety
Tom Jenny, Director of Public Works

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$39,988.00

Number of units 1

Total Bid Amount \$39,988.00

Vehicle Description:

Year 2023

Make Chevrolet

Model Tahoe 4wd
police package

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Bid Prepared For :

Gross Pointe Park

Price includes title fee and Delivery.

Pricing for MACP based off the State of Michigan

MIDEAL Contact # 071-B7700177

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 2/8/2023



**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.	158401
DATE	02/14/23
EXPIRES	03/16/23

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

**GROSSE POINTE PARK MI 48230
CONTACT: SGT. Thiel**

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.**

Furnish and install the following equipment into a 2023 Tahoe PPV

WHELEN

**2 BLUE ION LED
2 RED ION LED
*MOUNTED IN THE GRILLE IN "CRISS-CROSS" PATTERN
\$405.00**

Whelen

**1 SA315P 100 Watt Siren Speaker
1 SAK70 Tahoe siren speaker bracket
\$205.00**

Whelen

**1 MBCT21RB Vehicle Specific LED V-Series Mirror Beams
1 LIN V Series LED Under Mirror
*Blue on Driver Side
\$921.44**

***** CONTINUED NEXT PAGE *****



**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 2

QUOTE NO.	158401
DATE	02/14/23
EXPIRES	03/16/23

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

**GROSSE POINTE PARK MI 48230
CONTACT: SGT. Thiel**

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.**

PANORAMA

**1 740-870 LOW PROFILE ANTENNA
1 17' COAX MNMMO BASE UHF END
\$57.25**

Whelen

**2 TLI2J DUO Red/Blue T-ION Series LED
*Two mounted on the bottom of the hatch
\$271.44**

Whelen Core X Package

**1 Core Amplifer
1 CCTL6 Controller
1 Vehicle to Vehicle Sync Module
1 Vehicle Specific Interface Module
1 DUO Front Inner Edge
1 DUO Rear Inner Edge
1 DUO Rear Pillar OuterEdge**

***** CONTINUED NEXT PAGE *****



**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 3

QUOTE NO.	158401
DATE	02/14/23
EXPIRES	03/16/23

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

**GROSSE POINTE PARK MI 48230
CONTACT: SGT. Thiel**

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.**

\$5,199.49

Whelen

**3 T-Series LED Red
3 T-Series LED Blue
*Mounted across the rear bumper
\$689.88**

Havis

**1 C-VS-1012-TAH-2 23 Inch Console Wide
3 12Volt AUX Plugs
2 USB Charging Ports
1 Dual Cup Holder
2 C-ARM-102 Arm-Rest
2 Mic Clip Brackets
2 Magnetic Mic Clips
\$1,119.12**

Whelen

***** CONTINUED NEXT PAGE *****



**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 4

QUOTE NO.	158401
DATE	02/14/23
EXPIRES	03/16/23

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

**GROSSE POINTE PARK MI 48230
CONTACT: SGT. Thiel**

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.**

2 Tracer WCX Lights TRIO R/B/W
2 Vehicle Specific Brackets
*One mounted on each side of the car
\$2,877.00

Whelen
3 Red ION Series LED
3 Blue ION Series LED
*Mounted in the side window of the truck
\$607.50

Pro-Gard
1 Vehicle Specific Cargo Partition
\$462.60

HAVIS
1 UNIVERSAL STORAGE BOX
\$855.00

***** CONTINUED NEXT PAGE *****



**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 5

QUOTE NO.	158401
DATE	02/14/23
EXPIRES	03/16/23

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

**GROSSE POINTE PARK MI 48230
CONTACT: SGT. Thiel**

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.**

Canfield

**1 Wire Harness / Power Distribution
1 Labor for Installation
\$4,836.04**

MISCELLANEOUS

**1 CHARGE GUARD TIMER
1 MAGTEK USB CARD READER
\$159.35**

**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	18,666.11
EST	SALES TAX	0.00
	EST TOTAL	18,666.11



WOLVERINE

FREIGHTLINER - EASTSIDE, INC.

107 S. Groesbeck • Mt. Clemens, MI 48043 • (586) 783-2444 FAX (586) 469-8054

September 26, 2022

City of Grosse Pointe Park
RE: RH Municipal Co-op Truck Pricing

Attn: Mr. Dave Rubrik

The following is 2024 Model Year Freightliner chassis pricing information per your request. Pricing and conditions are per the proposed Rochester Hills Co-op RFP-RH-20-023 agreement.

SINGLE AXLE 39,000# GVW CHASSIS W/33,000 GVW PACKAGE

Truck Chassis.....	\$84,993.00
33,000 GVW Package.....	< 9,970.00 >
Cab Paint - White.....	N/C
2022 Model Year.....	800.00
2023 Model Year.....	1100.00
2023 Production Surcharge.....	6700.00
2024 Model Year.....	5250.00
2024 Freight Charges.....	675.00
Delete Block Heater	< 61.00 >
13.3 FA / 14.6 Susp.....	573.00
23 RA / 23 Susp, Air	684.00
16 Ply w/8k Wheels.....	240.00
Power Windows/Locks.....	219.00
Dash Switches.....	56.00
Plow Prep Pkg.....	752.00
Aluminum Air Tanks.....	124.00
Pass Seat, 2-Man.....	N/C
Exhaust, Vertical Pipe.....	375.00
Manuals.....	390.00

CHASSIS TOTAL: \$92,900.00

CHASSIS ————— 92,900.00
CHASSIS / ADD / SAW UP-FET — 77,250.00

TOTAL PACKAGE PRICE 170,150.00

 72

Alex Lenane
Municipal Sales



VERSALIFT MIDWEST, LLC
51761 Danview Technology Ct.
Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
=====

Quote No. J35062

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 1

Customer: 1945
CITY OF GROSSE POINTE PRK
15115 EAST JEFFERSON

GROSSE PNTE PRK MI 48230

09/26/22: Quote Date
10/26/22: Expire Date
N30: Terms
: Delivery

Contact: DAVE

Phone: 313-822-6200

Fax: 313-822-9465

MI-DEAL CONTRACT #071B7700166

FURNISH AND INSTALL:

- 1) SWENSON 10' STAINLESS STEEL 2B FINISH CROSSMEMBERLESS DUMP BODY
 - OUTSIDE DIMENSIONS 10' LONG x 96" WIDE
 - 48" BULKHEAD CONSTRUCTED OF 7 GAUGE 201 STAINLESS STEEL
 - 30" TALL SIDES CONSTRUCTED OF 7 GAUGE 201 STAINLESS STEEL SIDES
 - 1/4" AR-450 FLOOR
 - FULLY BOXED DIRT SHEDDING TOP RAIL
 - BRACKETS FOR 2" WIDE SIDE BOARD EXTENSIONS
 - FMVSS 108 LIGHTING RECESSED IN RUBBER MOUNTING
 - OVAL RUBBER MOUNTED STOP/TAILO TURN LIGHTS IN REAR CORNER POSTS
 - FULL WIDTH REAR APRON W/ 3 BAR MARKER LIGHT
 - TWO PANEL FULLY BOXED 7 GAUGE 201 STAINLESS STEEL TAILGATE
 - DOUBLE ACTING TAILGATE AND HARDWARE
 - AIR OPERATED TAILGATE
 - EQUIPPED W/ SPREADER CHAINS & BANJO EYE CHAIN HOLDERS IN CORNER POSTS
 - 1/2 CAB SHIELD WITH TAPERED FRONT CONSTRUCTED OF 201 STAINLESS STEEL
 - NATURAL STAINLESS STEEL FINISH
 - UNDERBODY HOIST
 - ELECTRONIC BACK-UP ALARM
 - ONE SET OF MUD FLAPS
 - ONE YEAR WARRANTY
- 1) SWENSON STAINLESS STEEL CHIPPER TOP
 - 94" WIDE X 37" HIGH X 110" LONG
 - APPROX 67" HIGH FROM FLOOR
 - TOP SIDE VENTS
- 1) HOT SHIFT PTO HYDRAULIC SYSTEM TO OPERATE DUMP AND SPREADER
 - S/S VALVE/TANK ENCLOSURE
 - S/S QUICK DISCONNECTS AT REAR
 - DIRECT MOUNT PUMP
 - CABLE SHIFT CONTROL FOR DUMP
 - MANUAL QDB SPREADER CONTROLLER

*** CONTINUED NEXT PAGE ***



VERSALIFT MIDWEST, LLC
51761 Danview Technology Ct.
Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
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Quote No. J35062

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 2

Customer: 1945
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GROSSE PNTE PRK MI 48230

09/26/22: Quote Date
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N30: Terms
: Delivery

Contact: DAVE

Phone: 313-822-6200

Fax: 313-822-9465

- 1) SWENSON SADS SERIES STAINLESS STEEL HYD. UNDER TAILGATE SPREADER
 - CONSTRUCTED OF 201 STAINLESS STEEL
 - QUICK ATTACH PIN MOUNTING SYSTEM
 - STAINLESS STEEL ENDPLATES WITH CONTINUOUSLY WELDED 7 GAUGE BODY
 - HYDRAULIC SAFETY INTERLOCK SYSTEM DISABLES AUGER DURING CLEAN OUT
 - HINGED COVER ALLOWS FOR DUMP OPERATIONS WHILE SPREADER IS INSTALLED
 - ADJUSTABLE HEIGHT SPINNER FRAME
 - HINGED BOTTOM EXPOSES THE ENTIRE AUGER FOR EASY CLEAN OUT
 - SINGLE 6" H.D. AUGER WITH CONTINUOUS AND REVERSE FLIGHTING TO UNLOAD FROM BOTH SIDES OF DUMP BODY
 - AUGER END SHAFT HAS TWO GREASABLE SEALED BEARINGS
 - AUGER AND SPINNER POWERED HYDRAULIC DIRECT DRIVE ORBITAL TYPE MOTORS
 - MECHANICAL LEVELING WITH 18" POLY SPINNER ASSEMBLY

- 1) MUNICIPAL STROBE PACKAGE ALL AMBER/GREEN STROBES
 - 2 LED 6" OVAL STROBES BUYERS MOUNTED IN FRONT LIP OF CAB SHIELD
 - 2 FRONT GRILL MOUNT LED FLASHERS BUYERS 8891400 MOUNTED UP HIGH IN GRILL
 - 2 REAR 6" OVAL STROBES BUYERS SL65AO MOUNTED IN REAR POST
 - 2 6" OVAL STROBES BUYERS MOUNTED IN LIGHT BOX FRONT CORNER

- 1) 3/4" CUSTOM CANNON REAR HITCH PLATE W/ BRACING TO REAR OF TRUCK
 - ELECTRIC BRAKE CONTROL FOR 2 TO 8 BRAKING WHEELS ON TRAILER
 - SAFETY CHAIN D-RINGS
 - 15 TON PINTLE HOOK - 30,000 LB. PULL & 6,000 LB. VERTICAL LOAD
- ***-7 WIRE ROUND PIN TRAILER PLUG W/ RUBBER SEAL BOOT****
 - PAINTED BACK

- 1) BOSS SNOWPLOW MODEL 10' POWER V-DXT BLADE
 - PLOW WIDTH 120" STRAIGHT
 - PLOW WIDTH AT V 107"
 - MOLDBOARD HEIGHT 35" AT CENTER AND 45" AT ENDS
 - 11 GAUGE MOLDBOARD
 - EIGHT (8) VERTICAL RIBS AND 2 DIAGONAL MOLDBOARD
 - SIX (4) TRIP SPRINGS MOLDBOARD, TRIP EDGE 3 TORSION SPRINGS PER HALF
 - 2" X 10" ANGLE CYLINDERS

*** CONTINUED NEXT PAGE ***



VERSALIFT MIDWEST, LLC
51761 Danview Technology Ct.
Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
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Quote No. J35062

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 3

Customer: 1945
CITY OF GROSSE POINTE PRK
15115 EAST JEFFERSON

GROSSE PNTE PRK MI 48230

09/26/22: Quote Date
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N30: Terms
: Delivery

Contact: DAVE

Phone: 313-822-6200

Fax: 313-822-9465

- 2-1/4" X 1-1/8" X 12" LIFT CYLINDER
- 1/2" X 6" CUTTING EDGE
- SMARTHITCH 2 SYSTEM
- PLOW WEIGHT COMPLETE 1365 LBS
- SMART TOUCH V BLADE HAND HELD CONTROL
- LED SMARTLIGHTS AMBER TURN SIGNALS
- INSTALLATION INCLUDES FABRICATED MOUNT
- RUBBER SNOW FLAP

TOTAL ABOVE MI-DEAL PRICE..... \$ 77,250.00

THANK YOU,

CURT ANDERSON

QUOTE ACCEPTED AS AN ORDER _____ DATE _____ TRUCK INFO: _____

GOODS ARE SOLD ONLY WITH SUCH WARRANTIES AS MAY BE EXTENDED BY MANUFACTURER OF THE PRODUCT. WE MAKE NO OTHER WARRANTY &
THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY. SALES TAX NOT INCLUDED IN ABOVE PRICE.



MIDEAL PRICE QUOTE

No. 04242023-161

2600 W Salzburg Street
Freeland, MI 48623
Phone: (989) 495 – 9332
Fax: (989) 495 – 9342

Requested By: Grosse Pointe Park

Quote Date	Quote Good Through	Freight Terms	Requested By	Payment Terms
4/24/2022	5/24/2022	FOB Freeland, MI	Tom Jenny	Net 30 Days

Qty	Item No	Description	Price
1		2-Ton Falcon Asphalt Recycler & Hot Box Trailer 12-Volt Battery Triple Wall Construction and Fully Insulated Automatic Temperature Control Diesel Burner VIP Technology - Voltage Indicator and Protector Controller Automatically Prevents Burner(s) from Operating Below Burner Manufacturer's Required Voltage One-Piece, Seamless Ceramic Combustion Chamber Independently Certified 92% Fuel Efficiency Diamond Tread Plate Hopper Access Platform Electric Brakes w/ Safety Breakaway Conspicuity Tape Included Options: Battery Charger Package Single diesel burner Non-Dump Box Single Axle Trailer Frame - 2" x 5" x 1/4" Tubular Steel Short frame – 14' Falcon Smart Control package includes: VIP, 7-day timer, hour meter, voltmeter, and temperature gauge LED Lighting Upgrade - Two Red Stop/Tail/Turn Lights and One Strobe Per Side Upgrade to ST235/80R 16" Tires - Load Range E Tool Holder - 3-Positions Round solvent tank rubber flaps on capping channel of doors	\$16,991

Operator, Parts and Service Manual
Two-Year Machine Warranty and Lifetime Frame Warranty
Freight to Grosse Pointe Park, MI

Included
Included
\$256.00

Plus Applicable Sales Tax

Why Falcon?

It's Versatile

- Recycle leftover asphalt, chunks and millings (a dual burner unit is required to recycle millings)
- Transport asphalt and keep it hot all day and hold it overnight
- Heat and re-heat cold patch

It's Cost-Effective

- When used as a hot box, it eliminates asphalt waste that occurs in the back of an unheated truck bed
- When used as a recycler, it recycles leftover asphalt and asphalt chunks torn up from the pavement
- Independently certified 92% fuel efficiency – uses less than 3 gallons of fuel per 8-hour shift

It's Reliable

- VIP Technology (patent pending) – Protects burner components by automatically preventing burner from operating with low battery voltage
- A Falcon is designed to allow the burner to run while in tow - preventing material from cooling while being transported
- Heat management system is engineered to provide even hopper temperatures – eliminating material scorching from hot spots and material hardening from cold spots
- Standard 2-year machine warranty and lifetime frame warranty

It's a Falcon



CITY COUNCIL MEETING

DATE: July 10, 2023

SUBJECT: Approve Purchase of Parking Meters

SUMMARY: The City has coin-operated parking meters throughout the Kercheval, Mack, and Jefferson business districts. The meters break down frequently are past their service life and cannot be programmed to accept changes in the parking rates. City administration has requested a quote from Meter Products to purchase refurbished coin-operated meters. All meters will come with a one-year warranty. The meters are identical to the ones used by Grosse Pointe Woods. Besides servicing the Park and Woods, Meter Products also services Grosse Pointe Farms.

Administration is requesting to purchase 163 refurbished meters to replace existing meters at the following locations:

- Kercheval: 105
- Mack: 29
- Jefferson: 29

It is recommended that, as part of the city hall parking lot project, that all meters be removed permanently. Therefore, no meters are being proposed to be purchased for this location.

FINANCIAL IMPACT: The cost per Guardian meter is \$65, and for 163 meters the total cost is \$10,595. The increase in parking rates is being proposed to generate new revenue to cover this purchase.

RECOMMENDATION: Motion to approve the purchase of 163 refurbished Guardian meters.

PREPARED BY: Nick Sizeland, City Manager



PRICING QUOTATION

Date	Quote #
May 15, 2023	515

Take a Powder Inc.

**147 Spring Street
Paterson, New Jersey 07501**

Phone: 1-973-684-4277

Fax: 1-973-684-5594

Requested By:

City of Grosse Pointe Park

TAX ID 03-0381470

ITEM	QTY	PART #	DESCRIPTION	UNIT PRICE	TOTAL
REFURBISHED OPTION					
1	1	Guardian	Refurbished Guardian 1.8	\$65.00	
			1 Year warranty		
2	1	M 65	Duncan Refurbished Housing	\$95.00	
3	1	shipping	To be Determined		
NEW OPTION					
1	1	Guardian	Coin Only X Series meter	\$179.95	
2	1	MKH4000	Single housing - High Capacity	\$245.00	
3	1	shipping			
			1 Year warranty		
Total					

THANK YOU FOR YOUR REQUEST FOR QUOTE / ESTIMATE

WE ARE PLEASED TO SUBMIT THE ABOVE FOR YOUR CONSIDERATION

Valid through: Dec. 31st, 2023

Taxes: Extra if applicable

Terms: Net 30 days



CITY COUNCIL MEETING

DATE: July 10, 2023

SUBJECT: Approve Increase in Parking Meter Rates

SUMMARY: The City of Grosse Pointe Park conducted a parking study in 2021 to assess City parking operations including the DDA and TIFA Districts. The goal of this parking study was to determine targeted recommendations for more efficient management of parking within the four business districts and small business areas, which include: Mack and Mack/Cadieux, Charlevoix, Kercheval, and Jefferson. The Master Plan adopted by the City in 2022 also identified areas of improvement with parking including an increase in parking and parking management solutions.

Currently, meters are in effect from 9 a.m. to 6 p.m. Monday through Saturday. Rates throughout the system are 25 cents per hour. Parkers can pay either by entering coins into the meter or through the Parkmobile app. If using Parkmobile, they must pay an additional convenience fee.

The parking rates are woefully insufficient to sustain a modern parking program. As a result, parking operations have to rely on funds from other sources, or operations and maintenance suffer from insufficient funding.

Currently, there is a lack of turn over of parking spaces in the business districts, particularly in prime on-street spaces in front of businesses. Observationally, these spaces are often occupied by business owners or employees, rather than customers. Customers are then frustrated that they cannot find a parking space close by. Good turnover of parking means more people spending money in businesses and poor turnover can contribute to reduced business income.

Grosse Pointe Park's meter rates should be more in line with peer communities, be tied to demand, and provide revenue sufficient to sustain its parking operation's expenses. The table below shows meter rates from peer communities, illustrating how Grosse Pointe Park's rates are at least one-half and as little as one-sixth of nearby cities. Grosse Pointe, just up Kercheval, provides a good comparison for rates. They charge 75 cents per hour in high-traffic areas and 50 cents in outlying meter zones. 75 cents per hour is generally considered the minimum fiscally sustainable rate for a municipal parking system.

With the future off-street surface lots in Grosse Pointe Park, this will allow employees parking options that don't otherwise affect customer street parking. Brokering shared parking arrangements to allow evening employees to use private lots that offer excess capacity during those times (i.e. Corewell Health in the Kercheval business district is a

good example and is being explored as an option). The City, working with the businesses and GPP Business Association, will work together to continue educating and encouraging business owners to offer employee parking in the public parking lots to discourage employees from parking in prime parking spots on the street, ultimately helping to free up those spaces for customers. In the future, expanding parking permits and a meter bagging policy for contractors will also be explored.

<u>Community</u>	<u>On-Street Hourly Rate</u>	<u>Surface Lot Hourly Rate</u>	<u>Notes</u>
Grosse Pointe Park	\$0.25	\$0.25	
Grosse Pointe City	\$0.75	\$0.50	
Grosse Pointe Farms	\$1.00	\$0.50 half hour, \$0.75 one hour, \$1.50 1-2 hours	Rate changes depending on duration
Rochester	\$1.25	\$1.25	
Ferndale	\$1.50	\$1.25	
Ann Arbor	\$2.20	\$1.80	Surfact lot rate good for 1-3 hours

FINANCIAL IMPACT: Increase of on-street parking rates per hour on Kercheval to \$0.75 from \$0.25, \$0.50 from \$0.25 for Jefferson and \$0.50 from \$0.25 for Mack. Additionally, we are seeking an increase in the hourly parking rate for off-street spaces to \$0.50 in all off-street lots.

RECOMMENDATION: Motion to approve the increase in hourly parking rates as proposed.

PREPARED BY: Nick Sizeland, City Manager



CITY COUNCIL MEETING

DATE: July 10, 2023

SUBJECT: Resolution to Propose an Amendment to Charter Section 9.16 - Collection Fees

SUMMARY: The General Property Tax Act allows for Summer taxes to be collected through September 14th, unless a City's Charter prescribes an earlier date. The due date in our Charter requires Summer Taxes to be paid by August 31st. In order to allow our taxpayers more time to pay their taxes, a Charter Amendment has been prepared to amend the section dealing with Collections and Collection Fees. If the resolution is approved by the Council, it will be placed on the November ballot.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Motion to approve the Resolution to Propose an Amendment to Section 9.16 of the City Charter with regard to Collection Fees, to authorize the City Manager to send the summary of the proposed amendment to the Attorney General for approval, and to publish notice of the proposed Charter Amendment in accordance with State law.

PREPARED BY: Nick Sizeland, City Manager

RESOLUTION TO PROPOSE AN AMENDMENT TO
CHARTER SECTION 9.16 – COLLECTION FEES

City of Grosse Pointe Park

**At a regular meeting of the City Council for the City of Grosse Pointe Park, Michigan,
held in the City Hall on the 10th day of July, 2023 at 7:00 PM, Eastern Time.**

Present Members:

Absent Members:

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

WHEREAS, MCL 117.21 provides that a legislative body may propose an amendment to its Charter by 3/5 vote of the members elect; and

WHEREAS, MCL 117.21 states that “form in which a proposed charter amendment or question shall appear on the ballot, unless provided for in the initiatory petition, shall be determined by resolution of the legislative body”; 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 that:

The members-elect of the legislative body of the City of Grosse Pointe Park propose that the following amendment to the City Charter shall appear on the ballot at the next regular election:

Section 9.16. Collection fees.

- (a) All taxes paid on or before ~~August thirty-first (31st) of each year~~ the date set forth in the General Property Tax Act, Act 206 of 1893, MCL 211.44(a) shall be collected by the Treasurer without collection fee. ~~On September first (1st) he~~ For any taxes paid after that date but before October 1, the Treasurer shall add to all taxes paid thereafter a collection fee of one per cent (1%) of the amount of said taxes. ~~and On the first (1st) day of October and of each succeeding month, the Treasurer he~~ shall add an additional one-half of one per cent (1/2%) of said taxes as a collection fee. Such collection fee shall belong to the city and constitute a charge and shall be a lien against the property to which the taxes themselves apply, collectible in the same manner as the taxes to which they are added.
- (b) It is provided, however, that if delivery of the tax roll to the Treasurer, as provided in

Section 9.13, is delayed for any reason by more than thirty (30) days after June fifteenth (15th), the application of the schedule of collection fees provided herein shall be postponed thirty (30) days for the first thirty (30) days of such delay and shall be postponed an additional thirty (30) days for each additional thirty (30) days, or major fraction thereof, of such delay.

At a Council meeting held on July 10, 2023, and after discussion, the following roll call vote was taken:

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.

Meaghan Bachman, City Clerk
City of Grosse Pointe Park



CITY COUNCIL MEETING

DATE: July 10, 2023

SUBJECT: Resolutions to Amend Charter Sections 3.6 and 3.10 - Non-Partisan Primary Election & Nominations

SUMMARY: The City, working with our new City Clerk Meghan Bachman, evaluated election operations and reviewed a couple of specific charter requirements for the Council to consider and allow voters in November to decide.

Charter Section 3.10 Nominations. For nominations, we will remove all references to the primary election date and, instead, set dates in accordance with state law for filing petitions.

Charter Section 3.6 Non Partisan Primary Election. Local City Elections will avoid an August Primary being held if the city has more than double the number of candidates for the number of available seats. This amendment would have all candidates who filed for City Offices move to the November election, allowing the voters an opportunity to vote for who they so choose. This applies to the Council, the Mayor, and the Municipal Judge.

The August 2021 primary had 7 candidates running for 3 council seats. At the conclusion of the August primary, one candidate was eliminated to bring the candidate pool to 6 to fill 3 seats. The same will happen in the August 2023 primary with the city having 7 candidates to fill 3 seats and 1 will be eliminated this primary season. The approximate cost to operate a primary is about \$10,000 which includes printing ballot applications and sending ballots out, postage, setting up and tearing down and hiring election staff.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Motion to approve the Resolutions to Propose Amendments to Section 3.10 and 3.6 of the City Charter with regard to Nominations and Non Partisan Primary Election, to authorize the City Manager to send the summary of the proposed amendment to the Attorney General for approval, and to publish notice of the proposed Charter Amendment in accordance with State Law.

PREPARED BY: Nick Sizeland, City Manager

**RESOLUTION TO PROPOSE AN AMENDMENT TO
CHARTER SECTION 3.6 – NON-PARTISAN PRIMARY
ELECTION**

City of Grosse Pointe Park

**At a regular meeting of the City Council for the City of Grosse Pointe Park, Michigan,
held in the City Hall on the 10th day of July, 2023 at 7:00 PM, Eastern Time.**

Present Members:

Absent Members:

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

WHEREAS, MCL 117.21 provides that a legislative body may propose an amendment to its Charter by 3/5 vote of the members elect; and

WHEREAS, MCL 117.21 states that “form in which a proposed charter amendment or question shall appear on the ballot, unless provided for in the initiatory petition, shall be determined by resolution of the legislative body”; 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 that:

The members-elect of the legislative body of the City of Grosse Pointe Park propose that the following amendment to the City Charter shall appear on the ballot at the next regular election:

Section 3.6. Non-partisan primary election.

- (a) ~~A non-partisan city primary election shall be held on the third Monday in February of each year in which a regular city election is to be held, but if some other date in the months of February, March or April is fixed by law for the holding of the primary for the state biennial spring election, then the city primary election shall be held on the date so fixed.~~
- (b) ~~If, upon the expiration of the time for filing nomination petitions for any elective office, petitions have been filed for no more than twice the number of candidates for such office to be elected at such city election, then no primary election shall be held in respect to such office, and the Clerk shall publish notice of this fact as part of, or at the time provided for, the publication of notices for such primary election. Candidates equal in number to twice the number of persons to be elected to each city office at such election who receive the~~

~~highest number of votes at any such primary election shall be declared the nominees for election to the respective offices. The names of such nominees, together with the names of persons for whom petitions have been filed for offices, with respect to which no primary election was held, shall be certified by the Clerk to the Election Commission to be placed upon the ballot for the next subsequent regular city election.~~

(a) The City shall not require a primary election for any elective office within the City.

At a Council meeting held on July 10, 2023, and after discussion, the following roll call vote was taken:

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.

Meaghan Bachman, City Clerk
City of Grosse Pointe Park

RESOLUTION TO PROPOSE AN AMENDMENT TO
CHARTER SECTION 3.10 – NOMINATIONS

City of Grosse Pointe Park

**At a regular meeting of the City Council for the City of Grosse Pointe Park, Michigan,
held in the City Hall on the 10th day of July, 2023 at 7:00 PM, Eastern Time.**

Present Members:

Absent Members:

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

WHEREAS, MCL 117.21 provides that a legislative body may propose an amendment to its Charter by 3/5 vote of the members elect; and

WHEREAS, MCL 117.21 states that “form in which a proposed charter amendment or question shall appear on the ballot, unless provided for in the initiatory petition, shall be determined by resolution of the legislative body”; 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 that:

The members-elect of the legislative body of the City of Grosse Pointe Park propose that the following amendment to the City Charter shall appear on the ballot at the next regular election:

Section 3.10. Nominations.

The method of nomination of all candidates for all offices provided for in this Charter which are to be filled by the electors of the city shall be by petition. Such petitions for each candidate shall be signed by not less than twenty-five (25) nor more than fifty (50) registered electors of the city. No person shall sign his or her name to a greater number of petitions for any one office than there are persons to be elected to said office at said election. Where the signature of any individual appears on more petitions than there are candidates to be elected to said office, the signature of such individual on all such petitions shall be invalidated. Nomination petitions shall be filed with the Clerk ~~at least twenty (20) days and not more than thirty (30) days prior to the date of holding the primary election~~ in accordance with the State deadline for filing petitions. The Clerk shall publish notice of the last day permitted for filing nomination petitions and of the number of persons to be elected to each office at least one (1) week and not more than three (3) weeks before ~~such last day~~

the State deadline for filing petitions.

State law references-Mandatory that Charter provide for nomination, of elective officers, MCL 117.3(b), MSA 5.2073(b); nonpartisan nominating petitions, MCL 168.544(a), MSA 6.1544(1).

At a Council meeting held on July 10, 2023, and after discussion, the following roll call vote was taken:

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.

Meaghan Bachman, City Clerk
City of Grosse Pointe Park