AGENDA - City Council

DATE: July 8, 2024 7:00 PM City Council Chambers

I. Call to Order
II. Roll Call
III. Pledge of Allegiance
IV. Approval of Consent Agenda
    I. Approval of June 10, 2024 Minutes
    II. Committee & Commissions Report
V. Zoning Board of Appeals
    I. Public Hearing
    II. 15800 Jefferson Exception Request
VI. Approval of Regular Agenda
VII. Public Comment (Agenda Items)
VIII. Managers' Report/Public Safety
IX. Unfinished Business
X. New Business
    I. FY 24/25 General Liability and Property Insurance Renewal
    II. Approve Water Reliability Study Proposal
    III. Recognition of Donation
    IV. Council Comment
XI. Public Comment (Non-Agenda Items)
XII. Adjournment

Public Comment: Public Comments are limited to three minutes.

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

CITY OF GROSSE POINTE PARK, MICHIGAN
MEETING OF THE CITY COUNCIL
June 10, 2024, at 7:00 P.M.

CALL TO ORDER

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

ROLL CALL

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

EXCUSED:

ALSO PRESENT: City Attorney- Dan Kelly, City Manager- Nick Sizeland, City Clerk – Bridgette Bowdler, Public Safety Director – James Bostock.

APPROVAL OF CONSENT AGENDA

24-57

Motion by Councilmember McMillan, seconded by Mayor Pro-Tem Caulfield, to approve the consent agenda for June 10, 2024. The following items are included:

I. Approval of May 13, 2024, Minutes
II. Committee & Commissions Report
III. Approve the FY 2025 Fee Schedule
IV. Approve FY 2025 Vehicle Purchases
V. Resolution to adopt City's Financial Depositories
VI. Approve FY 2024 Budget Amendments
VII. Ainsworth Maintenance Agreements
VIII. Approval of Invoices over $5,000
IX. Juneteenth Resolution
X. Pride Month Resolution

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

NAYS: None

Motion Carried Unanimously

PUBLIC COMMENT (AGENDA ITEMS)
4 public comments were made.

MANAGERS' REPORT: City Manager Nick Sizeland presented a brief overview of activities and concerns in the city.

24-58
Moved by Councilmember Wiener, seconded by Councilmember Kolar, to approve the Resolution to approve the Senior Service Millages authorizing a tax levy of up to .35 mills for a period of six (6) years, beginning with the summer 2025 levy, and authorize the City Clerk to certify the Resolution and submit the appropriate ballot language for inclusion on the November 5, 2024, general election ballot.

CITY OF GROSSE POINTE PARK

RESOLUTION TO PLACE THE HELM MILLAGE ON 2024 GENERAL ELECTION BALLOT

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 June, 2024 at 7:00 PM, Eastern Time.

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

Absent Members: None

Motion by Councilmember Wiener, seconded by Councilmember Kolar to adopt the following resolution:

The following Resolution was offered by Councilmember Wiener, and seconded by Councilmember Kolar.

WHEREAS, the Helm Senior Center has approached the City of Grosse Pointe Park City Council requesting that the Council place a millage proposal on the ballot for the 2024 general election.

WHEREAS, the Helm Senior Center has requested that the proposed ballot language request to levy a new millage in the amount of .35 mils.

WHEREAS, the Helm Senior Center has specifically stated that, even if approved by voters, this millage will only be levied if at least four (4) out of the six (6) Grosse Pointe and Harper Woods communities approve their respective millage requests.

WHEREAS, if approved, the total millage amount to be collected in 2025 would be approximately $275,590.00.

NOW, THEREFORE, BE IT RESOLVED that the City of Grosse Pointe Park's City Clerk place upon the November 5, 2024, General Election ballot a new Senior Services millage of up to .35 mills for a period of six (6) years for consideration by the electorate.

BE IT FURTHER RESOLVED that the following language for the senior services millage to be submitted to the electorate:

Senior Services Millage

Shall the City of Grosse Pointe Park be authorized to levy a new additional millage of up to .35 mills ($.35 per $1,000.00 of taxable value) for six (6) years beginning in 2025 and ending in 2030 to be disbursed to the Grosse Pointe Active Adult Commission, for the purpose of supporting services to older citizens, including transportation, activities and facilities directed toward improvement of the overall health and welfare of older persons?

Approval of the above proposal would allow the City to levy up to .35 mills as a new millage for the purpose of supporting services to older citizens, including transportation, activities and facilities directed toward improvement of the overall health and welfare of older persons. It is estimated that this proposal would result in an authorization to collect up to $275,590.00 in the first year if approved and fully levied. By operation of law, a portion of the millage revenue may be dispersed to the City of Grosse Pointe Park's Downtown Development Authority and Tax Increment Financing Authority. If approved, this senior millage will only be levied by the City if at least four (4) of the six (6) Grosse Pointe and Harper Woods communities approve their respective senior millages.

At a Council meeting held on June 10, 2024, and after discussion, the following roll call vote was taken:

RESOLUTION DECLARED ADOPTED.

YEAS: Councilmembers Kolar, Gallagher, Dreaver, Mayor Hodges

NAYS: Mayor Pro-Tem Caulfield, Councilmembers Wiener, McMillan

ABSTENTIONS: None

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the City of Grosse Pointe Park, Wayne County, Michigan, on June 10, 2024, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 10th day of June 2024.

_____
Bridgette Bowdler, City Clerk
City of Grosse Pointe Park

AYES: Councilmembers Kolar, Gallagher, Dreaver, and Mayor Hodges.

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

Motion Carried

NEW BUSINESS:

24-59
Moved by Councilmember Wiener, seconded by Mayor Pro-Tem Caulfield, to approve the sale of the City equipment and vehicles and authorize the City Manager to sign the agreement authorizing to proceed with the auctioning of the following items:

•2004 GMC 5yd dump truck.
• 2002 GMC Vac Truck.
• 1987 10yd Mack Dump Truck.
• 2012 Spalding Asphalt trailer
• 2000 Elgin Street Sweeper.
• 1990 2 Riding Lawn Mowers Hustler and Turf Tiger.

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

NAYS: None

Motion Carried Unanimously

24-60
Motion by Mayor Pro-Tem Caulfield, seconded by Councilmember McMillan, to approve the Resolution to propose an amendment to Charter Section 8.2 Budget Procedure.

RESOLUTION TO PROPOSE AN AMENDMENT TO CHARTER SECTION 8.2- BUDGET PROCEDURES

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 the10th day of June 2024, at 7:00 PM, Eastern Time.

Present Members: Councilmembers Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, Dreaver, McMillan, Mayor Hodges.

Absent Members: None

Motion by Mayor Pro-Tem Caulfield, seconded by Councilmember McMillan 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;

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";

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;

WHEREAS, Chapter 8, Section 8.2, titled "Budget Procedures" states as follows:

Section 8.2. - Budget procedures.

The City Manager shall prepare and submit to the Council, on or before the first (1st) regular meeting in April of each year; a recommended budget

covering the next fiscal year, and shall include therein at least the following information:

1) Detailed estimates with supporting explanations of all proposed expenditures for each department and office of the city, including those for the Retirement System, and for the Court, showing the expenditures for corresponding items for the last preceding fiscal year in full, and for the current fiscal year to March one (1) and estimated expenditures for the balance of the current fiscal year;
2) Statements of the bonded and other indebtedness of the city, showing the debt redemption and interest requirements, the debt authorized and unissued, and the condition of sinking funds, if any;
3) Detailed estimates of all anticipated revenues of the city from sources other than taxes with a comparative statement of the amounts received by the city from each of the same or similar sources for the last preceding fiscal year in full, and for the current fiscal year to March one (1), and estimated revenues for the balance of the current fiscal year;
4) A statement of the estimated balance or deficit for the end of the current fiscal year;
5) An estimate of the amount of money to be raised from current and delinquent taxes and the amount to be raised from bond issues which, together with any available un-appropriated surplus and any revenues from other sources, will be necessary to meet the proposed expenditures;
6) Such other supporting information as the Council may request.

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 8.2. - Budget procedures.

The City Manager shall prepare and submit to the Council, on or before the first (1st) regular meeting in May of each year; a recommended budget covering the next fiscal year, and shall include therein at least the following information:

1) Detailed estimates with supporting explanations of all proposed expenditures for each department and office of the city, including those for the Retirement System, and for the Court, showing the expenditures for corresponding items for the last preceding fiscal year in full, and for the current fiscal year to March one **(1)** and estimated expenditures for the balance of the current fiscal year;
2) Statements of the bonded and other indebtedness of the city, showing the

debt redemption and interest requirements, the debt authorized and unissued, and the condition of sinking funds, if any;

3) Detailed estimates of all anticipated revenues of the city from sources other than taxes with a comparative statement of the amounts received by the city from each of the same or similar sources for the last preceding fiscal year in full, and for the current fiscal year to March one (1), and estimated revenues for the balance of the current fiscal year;
4) A statement of the estimated balance or deficit for the end of the current fiscal year;
5) An estimate of the amount of money to be raised from current and delinquent taxes and the amount to be raised from bond issues which, together with any available un-appropriated surplus and any revenues from other sources, will be necessary to meet the proposed expenditures;
6) Such other supporting information as the Council may request.

BE IT FURTHER RESOLVED that all other sections in Chapter 8, Section 8.2, not otherwise amended herein, shall remain in full force and effect; and,

BE IT FURTHER RESOLVED that said Charter Proposition shall be submitted to the voters for approval shall be as follows:

PROPOSAL 1:

A proposed amendment to Section 8.2 of the City of Grosse Pointe Park City Charter

Currently, Section 8.2 of the City Charter requires that the City Manager prepare and submit a recommended budget to the City Council on or before the first regular meeting of April each year. The proposed amendment to Section 8.2 would require the City Manager to prepare and submit a recommended budget to the City Council on or before the first regular meeting of May each year.

Should this proposed amendment be adopted?

- Yes
- No

BE IT FURTHER RESOLVED, that the city clerk shall transmit a copy of this resolution to the Governor of the State of Michigan for approval of the proposed amendment and a copy of this resolution to the Attorney General of the State of Michigan for approval of proposed ballot language for the proposed amendment, as required by law.

BE IT FURTHER RESOLVED, that said Charter Amendment be submitted to the electors of the City of Grosse Pointe Park for a vote of approval at the election to be held on November 5, 2024; and,

BE IT FURTHER RESOLVED, that the Clerk of the City of Grosse Pointe Park is hereby authorized and directed to cause the notice of submission of said Charter Amendment proposition to be posted and published as a part of the notice of said election in the manner required by law.

At a Council meeting held on June 10, 2024, and after discussion, the following roll call vote was taken:

RESOLUTION DECLARED ADOPTED.

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

NAYS: Gallagher

ABSTENTIONS: None

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the City of Grosse Pointe Park, Wayne County, Michigan, on June 10, 2024, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 10th

day of June 2024.

_____
Bridgette Bowdler, City Clerk
City of Grosse Pointe Park

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

NAYS: Councilmember Gallagher

Motion Carried

24-61
Motion by Councilmember Wiener, seconded by Councilmember Dreaver, to approve the Resolution to propose an amendment to Charter Section 8.4 Adoption of Budget.

RESOLUTION TO PROPOSE AN AMENDMENT TO CHARTER SECTION 8.4 – ADOPTION OF BUDGET

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 June, 2024 at 7:00 PM, Eastern Time.

Present Members: Councilmembers Kolar, Gallagher, Mayor Pro-Tem Caulfield, Wiener, Dreaver, McMillan.

Absent Members: None

Motion by Councilmember Wiener, seconded by Councilmember Dreaver 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;

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";

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;

WHEREAS, Chapter 8, Section 8.4, titled “Adoption of Budget” states as follows:

Section 8.4. - Adoption of budget.

Not before April fifteenth (15th) nor later than the third (3rd) Monday in May in each year, the Council shall by resolution adopt a budget for the next fiscal year, shall appropriate the money needed for municipal purposes during the next fiscal year of the city and shall provide for a levy of the amount necessary to be raised by taxes upon real and personal property for municipal purposes subject to the limitations contained in Section 9.1.

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 8.4. - Adoption of budget.

No later than the third (3rd) Monday in June in each year, the Council shall by resolution adopt a budget for the next fiscal year, shall appropriate the money needed for municipal purposes during the next fiscal year of the city and shall provide for a levy of the amount necessary to be raised by taxes upon real and personal property for municipal purposes subject to the limitations contained in Section 9.1.

BE IT FURTHER RESOLVED that all other sections in Chapter 8, Section 8.2, not otherwise amended herein, shall remain in full force and effect; and,

BE IT FURTHER RESOLVED that said Charter Proposition shall be submitted to the voters for approval shall be as follows:

PROPOSAL 2:

A proposed amendment to Section 8.4 of the City of Grosse Pointe Park City Charter

Currently, Section 8.4 of the City Charter requires that the City adopt the budget annually between April 15th and the third Monday in May. The proposed amendment to

Section 8.4 would allow the City to adopt the budget any time before the third Monday in June each year.

Should this proposed amendment be adopted?

- ☐ Yes
- ☐ No

BE IT FURTHER RESOLVED, that the city clerk shall transmit a copy of this resolution to the Governor of the State of Michigan for approval of the proposed amendment and a copy of this resolution to the Attorney General of the State of Michigan for approval of proposed ballot language for the proposed amendment, as required by law.

BE IT FURTHER RESOLVED, that said Charter Amendment be submitted to the electors of the City of Grosse Pointe Park for a vote of approval at the election to be held on November 5, 2024; and,

BE IT FURTHER RESOLVED, that the Clerk of the City of Grosse Pointe Park is hereby authorized and directed to cause the notice of submission of said Charter Amendment proposition to be posted and published as a part of the notice of said election in the manner required by law.

At a Council meeting held on June 10, 2024, and after discussion, the following roll call vote was taken:

RESOLUTION DECLARED ADOPTED.

YEAS:	Councilmembers Kolar, Mayor Pro-Tem Caulfield, Wiener, Dreaver, McMillan and Mayor Hodges
NAYS:	Councilmember Gallagher
ABSTENTIONS:	None

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the City of Grosse Pointe Park, Wayne County, Michigan, on June 10th, 2024, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 10th day of June, 2024.

Bridgette Bowdler, City Clerk
City of Grosse Pointe Park

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

NAYS: Councilmember Gallagher

Motion Carried

COUNCIL COMMENT:
-Councilmember Kolar commented on the following: Patterson Park playscape, they are still open for volunteers for anyone who would like to be a part of that. Last week of school for Grosse Pointe Schools.
-Councilmember Gallager commented on the following: Hello to Mary Waters who sits on Detroit's City Council. I have a request for the Consent Agenda, sometimes I cannot access my email, historically I have always received a hard copy at home and that is no longer being done. If you could please send a hard copy to my home on Monday as had been done previously, that would be helpful. There is an issue with housing/hotels in the area, there's nothing available in the area. My recommendation and opinion is that since it affects our community, that the residents affected by potential Airbnb's should have a say and it should be brought to a vote for community members.
-Mayor Pro-Tem Caulfield commented on the following: The process of moving a consent agenda item to an agenda item. We have a Parks and Recreation Commission meeting on Thursday, June 13, 2024, in the Council Chambers. Thank you to those at Patterson Park that have fully power-washed and began sanding the entire playscape. Hats off to them.
-Councilmember Wiener commented on the following: There is tentatively an Infrastructure meeting scheduled for July 1, 2024, at 4pm. We have a number of construction projects that are going to be under way this summer so we want to make sure we're getting the information out there.
-Councilmember Dreaver commented on the following: Beautification Commission is not meeting anymore this summer until fall. There is going to be an adopt a garden at Patterson Park, June 22 from 9am to 12pm. Everyone is welcome to come check it out and help make Patterson Park gardens beautiful. Also currently scoping out houses for beautification awards. Would like to in the future give explanations to residents of the new fee schedules and why the prices are rising.
-Councilmember McMillan commented on the following: Now that Chief is back, I will be contacting Councilmembers Kolar and Gallagher to get a meeting together in July for

Public Safety. All of us should attend the Farmers Market and tell all family and friends to come. It really makes our city shine when someone comes down there any buys produce or vegetables, they are going to see all the other places and say “Wow, I didn’t even know that place was here.” Just like our After 6 on Kercheval. I think this will be good for all our businesses.
-Mayor Hodges commented on the following: Condolences to Councilmember McMillan on the loss of his brother. Thank you, Brent, for all of your work with the Beautification Commission. I would also like to thank the Chair of the Ethics Review Board along with fellow members, we recently heard from them this past month. Reminder to everyone that we are going to do the State of the City at our July Council Meeting. I welcome any input. Thank you to Shri Thanedar for the funding of the EERV

PUBLIC COMMENT (NON-AGENDA ITEMS)
2 Public Comments were made.

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

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

NAYS: None

Motion Carried Unanimously

With no further business, the meeting adjourned at 9:50 p.m.

Bridgette Bowdler - City Clerk
Danielle Caudill- Deputy City Clerk

Grosse Pointe Park State of the Infrastructure Statement July 2024

The GPP Infrastructure Committee set targets informing the community with an annual summary of our infrastructure projects, planned budget, prioritization of short and long term goals, as well as insight and definitions of some of our systems. At the request of Mayor Hodges, we are moving this statement forward to our July meeting to coincide with the Grosse Pointe Park's state of the city presentation.

2024 In Review (to Date)

To date, 2024 saw collaborative effort between administration, city employees, committees, outside engineering firms and consultants to further overhaul how infrastructure is handled in Grosse Pointe Park. The goal is a continued focus on proactive upgrades of infrastructure as well as more and clearer presentation of financial information, planning and priorities. It is important to note that efforts are made possible by the generosity of the residents through the Infrastructure Millage. We have also been able to bolster efforts through the support of philanthropic gifts and external grants.

FY2023-2024 Amended Budget - Final Actuals pending June 2024 payables				
598 W&S Infrastructure				
FY2023-2024 Amended Budgeted				
Income:				
			W&S Infrastructure Projects:	2,902,000
Millage	1,871,700		**EERV Construction**	-
			Construction - In- Progress	
Interest	15,000		**Mack Water Main & Lead Lines**	-
			Construction Completed	-
Philanthropic Contributions	1,030,000		**St Clare Montefalco Water Main**	-
			Construction Completed	-
2022-2023 Use of Millage Reserve	355,300		**Beaconsfield & Maumee & Lead Lines**	-
			Preliminary design work	-
			Jefferson Sewer Separation	-
			Preliminary design work	-
			Sewer Scoping & Maintenance	250,000
				-
			Engineering - AMP,CIP, & CCTV Program	60,000
				-
			Asset Depreciation	60,000
Total	**3,272,000**		**Total**	**3,272,000**
Fund Surplus	**755,046**			

Capital Improvement Plan:

Grosse Pointe Park City Council has adopted a 6-year Capital Improvement Plan. This allows for greater transparency and accountability for the residents through long term proactive planning as well as broadening regional and government support opportunities. Within this plan is also the utilization of a district map, which allows for multi-year planning for ongoing public works projects, such as sidewalk work. tree trimming, sign replacement, etc.

Water/Sewer:

The completion of the Extreme Emergency Relief Valve (**EERV**) was the single largest sewer project undertaken in the city's recent history. The **EERV** has achieved functionality in the second quarter of FY 2024. There will be several ongoing upgrades applied to the project as well. Through good fortune the initial excavation came under cost, which allowed for further control upgrades and remote monitoring systems to be added to the project which will see completion later this summer. The landscaping and restoration of the excavation site is ongoing. Again, it must be repeated that the philanthropic support of the Grosse Pointe Park community was instrumental in allowing this project to not only go forward but to be completed in time for operational status for our rainy season. Tremendous thanks must be given to the Grosse Pointe Park Foundation and Cotton Family for making this possible. There is further good news on the project, as congressman Thanedar was able to provide approximately $1,666,279 in Federal support, the city has yet to receive the funding and the requirements are in review with the city administration and HUD..

Sewer cleaning, scoping and maintenance is now an annual budgeted item. Annual cleaning, root treatment and mapping ensure that our systems are continuously improved. This year's work is underway, so we do not yet have final quantified data to report.

Alleyway Separation and the downspout disconnection program have further assisted the system, increasing resiliency and the program of Water Main and Lead Line Replacement is underway with the Mack and St Clare Montefalco projects completed.

Road Work, Parking and Alleyways

The district map system for DPW work has been produced (and is available on the website). We now have a methodical multi-year system for various infrastructure work for residents.

The City Hall parking lot was completely repaved coupled with multiple alleyways being refinished, brand new parking in the Kercheval business district is now open and a large run of Kercheval was completed last year.

DPW Service

DPW continues to deliver excellent service to residents and to be dynamic and responsive in times of emergency.
This year saw adjustments to some services, a change in wood chipping to the first week of the month, to free up labor for other tasks as well as reducing cost and wear and tear on equipment.

Energy and Sustainability

We are now reaping the benefits of reduced electricity usage thanks to the city-wide LED street lighting changeover, reducing yearly cost from approximately $400,000 to $300,000. DPW has replaced some outdated and inefficient older equipment as well as reducing wood chipping services which takes a truck off the road for 3 weeks and stops the continuous running of the chipper motor.

2024-25 Goals

This summer is kicking off with the largest Water Main and Lead Line Replacement in Grosse Pointe Park history. We will continue to build off the proactive footing, with continued road surface and sidewalk improvements. The cleaning, mapping and treatment of sewers continues at pace, as well as an anticipated large sewer separation project to continue drying our system. The ongoing improvement of financial transparency, communication and planning are a priority.

FY2024-2025 Adopted Budget				
598 W&S Infrastructure				
Income:			**W&S Infrastructure Projects:**	
Millage	2,000,200		Beaconsfield & Maumee Water & Lead Lines	1,625,000
Interest	27,500		Jefferson Sewer Separation	400,000
Philanthropic Contributions	-		Engineering - Water Main Design Work	120,000
			Preliminary design work for FY2026 Project # to create	
2022-2023 Use of Millage Reserve	367,300			
			Sewer Scoping & Maintenance	250,000
Total	**2,395,000**		**Total**	**2,395,000**
Fund Surplus	**387,746**			

Water/Sewer:

The largest Water Main Lead Line Replacement Project for the city to date will begin with the Beaconsfield portion where we will see 78 lead service lines replaced coupled with the complete replacement and substantial upgrade of the Water Main. Also, a Water Main loop will be installed to provide Defer School with backup water supply to ensure that an area break will no longer disrupt school service, engineering is exploring additional potential loops to further bolster service and pressure. Finally, the section of the Maumee Water Main that proved to be a hot bed of line breaks last year will be replaced later this summer.

These projects are an excellent representation of the ongoing replacement plan which focuses on a concerted push to replace 2-3% of water main and numerous lead service lines every year. Our Capital Improvement Planning also allows for a dynamic structure that will see the city able to adjust as finances allow. We have postured ourselves for a region leading stance with shovel ready projects which will allow us to exploit market changes or opportunities to adjust our work schedule and/or access support.

The planning and engineering of the Jefferson Sewer Separation is underway, we anticipate a vote to be held later this year to move forward with this project which represents another significant effort at drying out the Grosse Pointe Park sewer system.

Grosse Pointe Park was just awarded a $600,000 Technical, Managerial and Financial Support for Lead Service Line Replacement Grant (TMF LSLR) from EGLE.

Roads, Alleyways, Parking

Utilizing the district map (available on the website), district 1 of the city is now undergoing a sidewalk rehabilitation project. We now have a methodical multi-year plan for sidewalk repair, a public session will be held later this summer regarding sidewalk work. Eventually the district map will also be incorporated for long term alleyway and road work planning.

Several Roads and Alleyways will be receiving resurfacing this year, including but not limited to Charlevoix from Cadieux to Whittier and Middlesex between Windmill Point Drive and Korte as well as alleyways on the 1100 blocks of Beaconsfield and Nottingham and between the 1300 blocks of Wayburn and Maryland.

Furthermore, the city is pursuing regional grants for future work especially focusing on sections of Kercheval and Windmill Pointe.

Communications

Building on efforts for greater information and accessibility for residents, the city council has adopted a wide-ranging overhaul of the city website due to launch in the early fall of 2024. This will embrace feedback and planning to allow for greater information dissemination by Public Works, coupled with better ability for residents to report issues while aggregating that data for better planning from the city. Furthermore, the goal is to make the website more user friendly for residents. These efforts will go hand in hand with regular infrastructure updates, more updates to our calendars, social media as well as print updates.

Energy and Sustainability

The largest project impacting sustainability on the immediate horizon will be the city-wide water meter replacements. The new style calibrated, and remotely accessible water meters will result in multiple benefits for the city and residents. The meters will reduce wasted water, they will give residents more accurate billing, rapid identification of water losses can be tracked and communicated to residents and DPW labor efficiency will be improved.

Continued upgrades to the pumping station and investigation of energy efficiency methods are underway. There has also been work and preventative maintenance ongoing on the HVAC systems serving the city, which should see better efficiency.

We will continue efforts pursuing energy efficiency grants both through utilities and state/federal programs, while it is an outside chance to receive them, we continue to work to gain financial support for system upgrades and more resiliency that also reduce energy usage.

CITY COUNCIL MEETING

DATE: July 8, 2024

SUBJECT: 15800 Jefferson Exception Request

SUMMARY: The owner of 15800 E. Jefferson has applied for an exception request to install a front-yard fence on their property. Per Section 47-407(b) *Fence, Location and Height* of the Zoning Ordinance, no fence shall be constructed or maintained on any part of a front yard. Section 46-407(h) *Exceptions* allows for the ZBA to relax the limitations of Section 47-407(b) and permit what would otherwise be prohibited.

An exception request requires a public hearing and certain notification requirements. At the public hearing, the ZBA may hear from interested parties and at its conclusion, can take action on the appeal.

Attached for your review are the following materials:

1. Staff report by McKenna
2. Application
3. Copy of the published Public Notice
4. Affidavit of publication for the Public Notice
5. Proof of Mailing Notice

FINANCIAL IMPACT: N/A

RECOMMENDATION: Conduct the required public hearing and take action on the application.

PREPARED BY: Warren Rothe, Assistant City Manager

MCKENNA

July 1, 2024

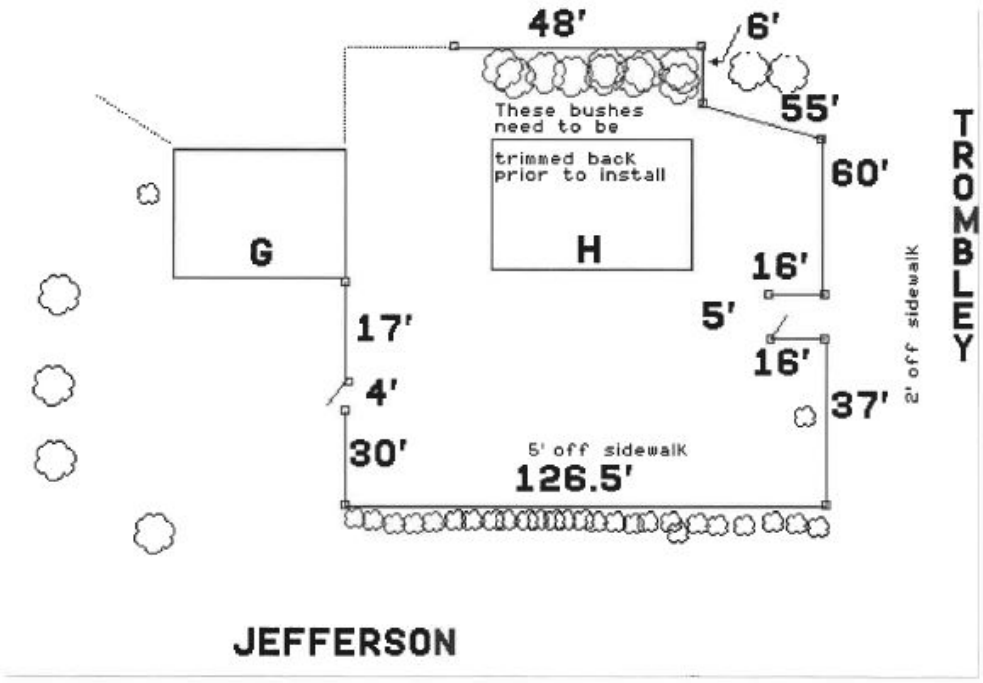
Mr. Warren Rothe
Assistant City Manager
City of Grosse Pointe Park
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230

Subject: **15800 E Jefferson Ave – New Fence**
Zoning: **Current: RC (Two-Family Residential); Proposed: NR-2 (Neighborhood Residential 2)**

Dear Mr. Rothe:

We received and reviewed the fence permit application and Zoning Board of Appeals application for Mr. Michael Bowman at the above address for Zoning Ordinance compliance. Mr. Bowman wishes to enclose the bulk of his front and side yards along Trombley Street and Jefferson Avenue with a four-foot-tall aluminum fence, noting the presence of a dog, along with a lack of a back yard and minimal distance to the next-door house on Trombley as hardships precipitating his Zoning Board application.

The parcel is currently zoned RC, Two-Family Residential. As the City of Grosse Pointe Park is currently undertaking the creation of a new Zoning Ordinance, we will review this proposal for compliance with both the current and proposed new Ordinance as the draft currently stands. In the new Ordinance, the site is zoned NR-2, or Neighborhood Residential 2.



Site Plan from application

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

Communities for real life.

Fence type, as proposed

REVIEW UNDER THE CURRENT ZONING ORDINANCE

Zoning Ordinance section 46-407 (a) dictates that the recorded plat determines the "front of lot" for a parcel at the corner of two streets, such as 15800 E Jefferson. In this case, the front yard is thus considered the yard facing Trombley Street, making the Jefferson frontage a side yard. Per section 46-407 (b), no fence "shall be constructed or maintained on any part of a front yard", except for well-trimmed living fences.

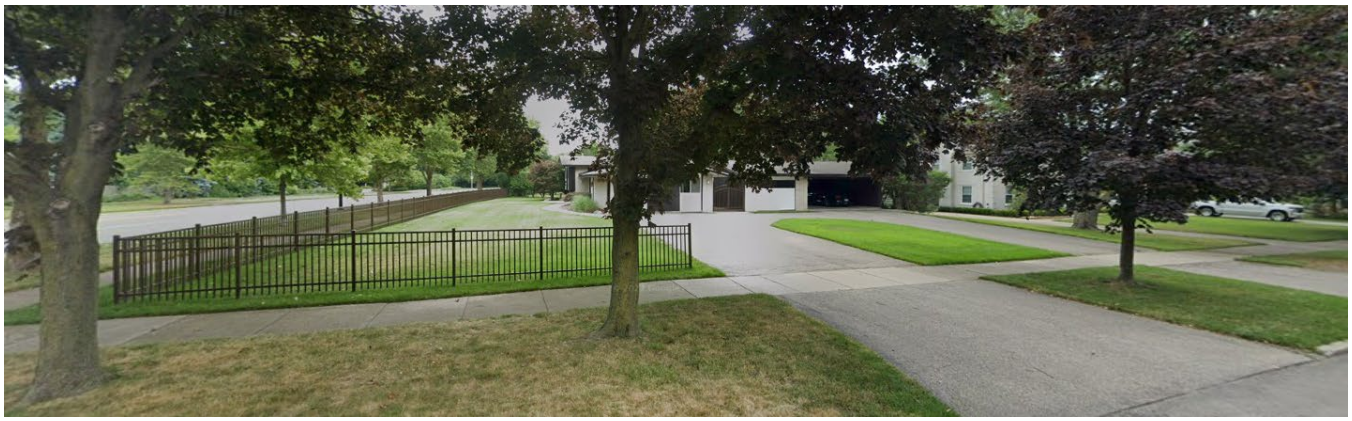
A front yard is further defined in section 46-3 as "an open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and the nearest point to the main building". That means the entire area bounded by Jefferson, the wall of the home facing Trombley, the adjacent property line and the Trombley Street right of way is the front yard. The proposed fence extending out to Trombley is therefore prohibited. It would have to be located approximately 40 feet from the Trombley right of way, which is the approximate distance between that right of way and the front wall of the house.

REVIEW UNDER THE PROPOSED ZONING ORDINANCE

New section 6.06 (D) (1) continues the prohibition of fences in any part of a front yard. The side yard fence may abut the right-of-way line on Jefferson, as in the current Ordinance. The fence dimensions this permits match those permitted by the existing Zoning Ordinance. Where it is permitted, the Jefferson side fence may be increased to six feet in height, per section 6.06 (D) (4) (a).

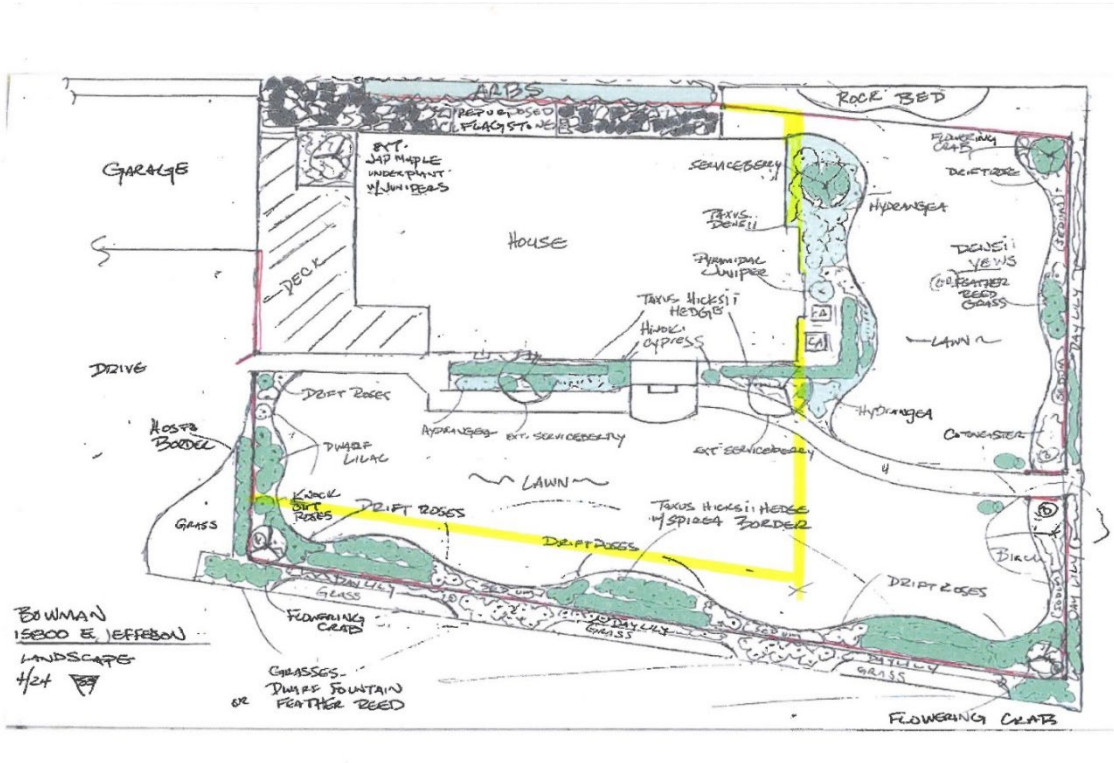
ANALYSIS

In 2021, the Zoning Board of Appeals previously granted an exception for a front-yard fence at 15710 E Jefferson Ave (a corner lot on Berkshire and Jefferson), which is cited in the application. The circumstances for this lot are different from the proposed fence at 15800. The fence at 15710 did not enclose the entire front-yard like the proposed at 15800 E Jefferson due to the presence of a circular driveway on the lot. An image showing the fence at 15710 is below for reference purposes



Fence at 15710 E Jefferson, the site of a previously granted exception request.

Meanwhile, although ZBA approval is not required to erect a fence in the Jefferson yard, the proposed Jefferson setback must be modified from shown on the application. This is because the Jefferson Avenue right-of-way is 120 feet wide at Trombley Street, extending 60 feet in both directions from the centerline of the right-of-way. The inside edge of the sidewalk (closest to the property line) sits only about 45 feet from the centerline, meaning approximately 15 feet of depth between the sidewalk and the home at 15800 E Jefferson is in the right-of-way. Any fence constructed along Jefferson will have to factor in that depth and avoid encroaching into the right-of-way. For this case however, despite omitting about 15 feet of depth along Jefferson and a large portion of yard along Trombley within the fence, the area permitted to be enclosed still exceeds approximately 3,000 square feet.



Site plan from Zoning Board of Appeals application, with approximate required setbacks noted in yellow by McKenna

RECOMMENDATIONS

Based on our review of the existing applicable zoning provisions, the proposed fence at 15800 E Jefferson is not permitted where it is shown. To meet setback requirements in both the existing and proposed Zoning Ordinances, it must be located approximately where the yellow line is indicated in the above graphic. The area that a compliant fence will enclose will still produce a decent sized yard.

Thank you and please reach out with any questions.

Respectfully submitted,

McKENNA

Michael Boettcher, AICP
Senior Planner

City of Grosse Pointe Park
Zoning Board of Appeals Application

Applicant's Name: Michael Bowman

Applicant's Address: 15800 E Jefferson Ave, Grosse Pointe Park, MI 48230

Home Phone: 818-568-8375 Business Phone: _____

State specific variance requested:
Request to fence Jefferson side, frontage of house. Street/sidewalk access and entrance is on Trombley.
Driveway will not be fenced. Fence will be decorative and replace existing hedge/living fence.

Specifically, state any hardships that may be incurred through compliance of existing zoning regulations:
Precedent was previously set with waiver approval and permitting of 15710 E Jefferson Ave.
We have no back yard, less than 4 feet separates our houses, we need fencing for dog & privacy.

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

Such drawing must include the following:

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

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 penalities of up to $500.00 in accordance with the provisions of the Grosse Pointe Park City code.

Signature _____ Date 06/03/2024

City of Grosse Pointe Park

FENCE PERMIT

FEE: $50.00

MAIL TO: CITY OF GROSSE POINTE PARK
BUILDING DEPARTMENT
15115 E. Jefferson
Grosse Pointe Park, MI 48230

If you have any questions, please call (313)822-6200 or e-mail building@grossepointepark.org.
Please refer to www.grossepointepark.org to view the Zoning Ordinance, and fence regulations.

PROPERTY INFORMATION

Property Address: 15800 E Jefferson Ave, Grosse Pointe Park, MI 48230

Zoning District: _____

PROPERTY OWNER

Name: Michael Bowman
Address: 15800 E Jefferson Ave
City, State, Zip: Grosse Pointe Park, MI 48230
Phone #: 818-568-8375
Email: michael@residentradius.com

APPLICANT/OWNERS REPRESENTATIVE

Name: _____
Address: _____
City, State, Zip: _____
Phone #: _____
Email: _____

FENCE TYPE

CLOSED CONSTRUCTION STYLE:

☐ Basket Weave ☐ Board on Board ☐ Shadowbox ☐ Masonry Wall ☐ Other

Construction materials: _____

Height above adjacent grade: _____

Distance from fence to property line(s): _____

OPEN CONSTRUCTION STYLE:

☐ Chain Link ☐ Woven Wire ☐ Split Rail Picket ☐ Lattice ☐ Hedgerow/Living Fence

☐ Picket: (Width of Picket _____ Width of Spacing _____ ☐ Other

Construction materials: _____

Height above adjacent grade: 4'

Distance from fence to property line(s): 5'

City of Grosse Pointe Park

REQUIRED SKETCH

Please attach a drawing or sketch below indicating the location of the proposed fence in relation to all property lines, adjacent structures, zoning districts, and street corners. The dimension of the fence lengths will need to also be shown.

SIGNATURE

I hereby certify the following:

1. I am the legal owner of the property for which this application is being submitted.
2. I understand that it is the property owner's responsibility to ensure the fence is constructed within their property lines and that it does not encroach on neighboring property and public right-of-way.

Property Owner Signature: _____ Date: 6/3/2024

Applicant Signature (if different than property owner) _____ Date: _____

Please sketch fence layout below or attach drawing indicating proposed fence location, context, height and materials.

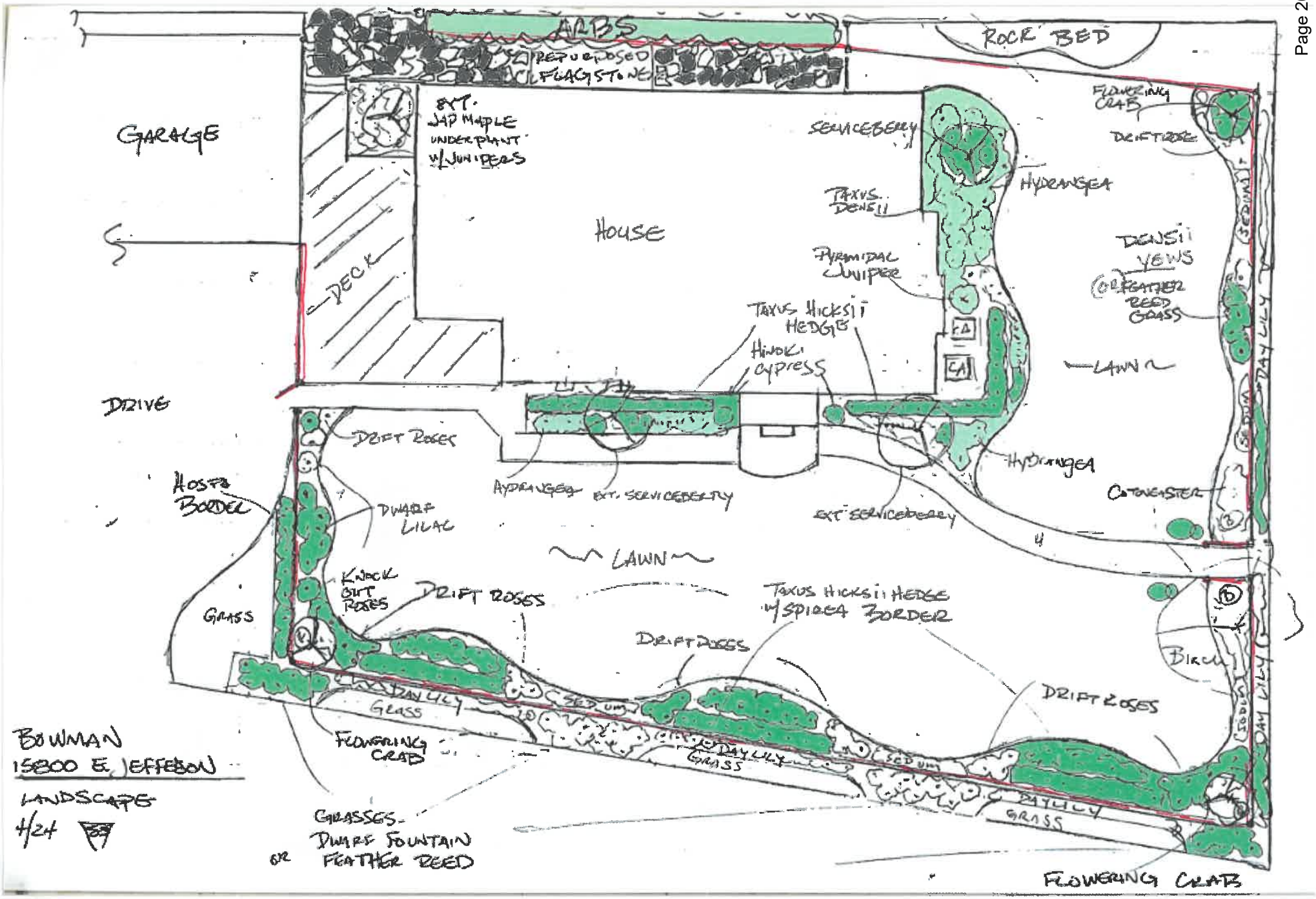
**Please note: Terry has permit request on his desk, it was denied previously.

* See Attached *

OFFICE USE ONLY:

Parcel ID #: _____ File #: _____

Receipt #: _____ Check #: _____ Received by & date: _____


ARBS
REPURPOSED FLAGSTONE
ROCK BED
GARAGE
EXT. JAP MAPLE UNDERPLANT W/JUNIPERS
FLOWERING CRAB
SERVICEBERRY
DRIFTROSE
HYDRANGEA
TAXUS DENSII
HOUSE
DENSII YEWS OR FEATHER REED GRASS
PYRAMIDAL JUNIPER
DECK
TAXUS HICKSII HEDGE
HINOKI CYPRESS
LAWN
DRIVE
DRIFT ROSES
HOSTA BORDER
HYDRANGEA
EXT. SERVICEBERRY
DWARF LILAC
COTONEASTER
LAWN
KNOCK OUT ROSES
DRIFT ROSES
TAXUS HICKSII HEDGE W/SPIREA BORDER
GRASS
DRIFT ROSES
BIRCH
DAYLILY
GRASS
FLOWERING CRAB
DAYLILY GRASS
GRASSES- DWARF FOUNTAIN OR FEATHER REED
FLOWERING CRAB
BOWMAN
15800 E. JEFFERSON
LANDSCAPE
4/24

15710 E Jefferson Ave

Building

15800 E Jefferson Ave
15800 Jefferson Ave
Grosse Pointe Park, Michigan
Google Street View
Sep 2022
See more dates

KIMBERLY FENCE

KIMBERLY FENCE & SUPPLY INC. 6470 E. 9 MILE RD.
WARREN, MI 48091 OFFICE 586-920-2014 FAX 586-510-4939
www.kimberlyfence.com sales@kimberlyfence.com

PROPOSAL/CONTRACT

02/16/2024

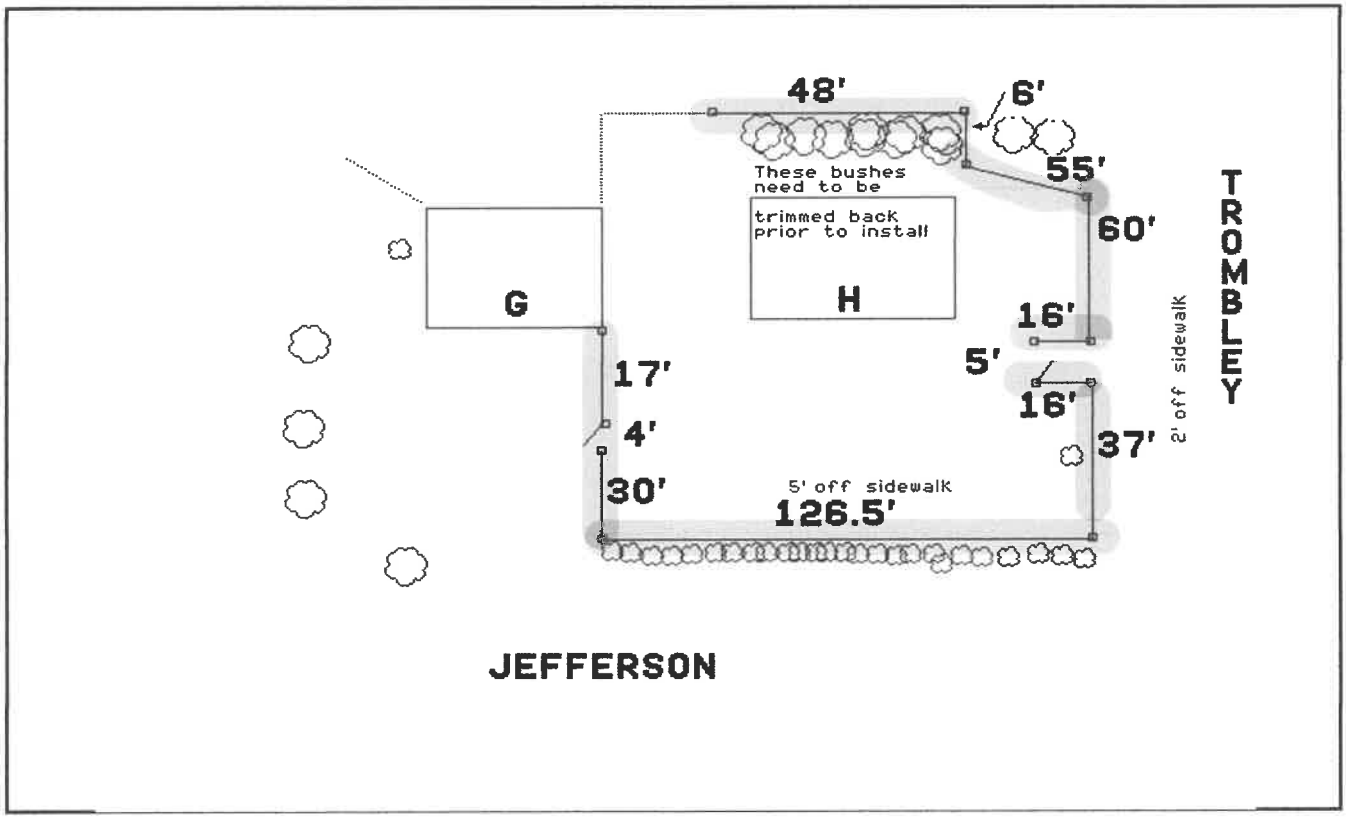
Customer Information:

Michael Bowman
C- 818-568-8375
15800 East Jefferson
Grosse Pointe Park, MI 48230

Job Site Information:

E- michael@residentradius.com

Job Description:
Furnish and install 4' tall residential grade EFF-25 Matte Black aluminum fence with curvetop gates. No fence to remove.
Dirt and ground spoils to be hauled away.



Contract Amount: $ 18959.79

Down Payment: $ 9500.00

Balance Upon Completion: $ 9459.79

Approved & Accepted for Customer:

Michael Bowman — Customer
Mar 26, 2024 — Date

Accepted for KIMBERLY FENCE & SUPPLY INC.:

Salesperson — Date

KIMBERLY FENCE

KIMBERLY FENCE & SUPPLY INC. 6470 E. 9 MILE RD.
WARREN, MI 48091 OFFICE 586-920-2014 FAX 586-510-4939
www.kimberlyfence.com sales@kimberlyfence.com

PROPOSAL/CONTRACT

Customer Information:

Michael Bowman
C- 818-568-8375
15800 East Jefferson
Grosse Pointe Park, MI 48230

Job Site Information:

E- michael@residentradius.com

TERMS AND CONDITIONS

Kimberly Fence & Supply is referred to as KFSI for this document.

*KFSI will,if applicable,remove & haul away old fence(s) & install new fence per manufacturer's specifications and/or ASTM standards.

*KFSI will reasonably clean up dirt(spoils) created from digging & place it as directed within the property. Dirt WILL NOT be hauled away without added costs agreed to in writing prior to starting the work.

*KFSI will assist customers in determining property lines upon request. Under NO circumstance will KFSI guarantee accuracy or accept responsibility for inaccurate placement of the fence. We suggest a survey prior to the start of the fence.

*KFSI will pull applicable fence permit. You must notify KFSI if you are part of a Home Owners Association(HOA)/Historical District. Their restrictions may differ from city or township regulations and may require separate permits.

*KFSI will call Miss Dig to mark public utilities. Miss Dig DOES NOT mark private utilities such as,but not limited to,electrical,gas,sprinkler lines,etc. Any damage to private lines will be at the customers expense & responsibility to repair.

*KFSI retains the right to charge for what it determines to be unforeseen digging conditions. Each yard is entitled to 3 "Hand Dug" holes. In case of,but not limited to,Miss Dig conflicts,buried concrete,rocks and/or debris requiring more than 3 hand dug holes,a $ 45.00 per additional hole charge may apply. Fence is set to existing grade. Gate hardware installed @ installer's discretion unless noted. Restoration is excluded.

*Balance is due upon completion of the work. All materials remain the property of KFSI until paid in full. The customer agrees to allow KFSI access & right to remove materials in the event of non-payment. Partial balance payments may be required.

*The customer is not entitled to cancel or change the contract once initiated. Upon receipt of a written request, KFSI may, at its discretion,agree to terminate or change the contract. Returned credit card deposits are subject to a 10% fee. Any labor & material costs incurred prior to cancellation are non-refundable. Special order & non-stock items are non-refundable.

*The proposal/contract is valid for 30 days from the date on the proposal/contract unless otherwise indicated in writing by KFSI.

*Warranty info see www.kimberlyfence.com/faqs/

Initial _____

Initial _____

Retired Air Force general to host talk on book, 'Violent Positivity'

By Laurel Kraus
Staff Writer

GROSSE POINTE FARMS — Following the 2024 Selfridge Air Show, the former commanding general of the 127th Wing at Selfridge Air National Guard Base — retired Air Force Brig. Gen. Doug "Odie" Slocum — next week will hold a book talk at The War Memorial on his new book, "Violent Positivity: A Fighter Pilot's Journey: Leadership Lessons on Caring for People," which was released in February.

This third installment of bi-monthly veteran educational seminars at The War Memorial, 32 Lakeshore, is a free event Thursday, June 27. Doors open at 6 p.m. with the book talk beginning at 6:30 p.m.

From 7:15 to 8 p.m. a meet and greet, as well as book signing are planned.

"Violent Positivity," is named for Slocum's people-centric approach to leadership, which served him for 35 years of innovating programs for safety, organizational culture, suicide prevention and resiliency.

The book spans his childhood growing up as a "military brat" and his career as a fighter pilot with more than 4,100 hours flying F-4, F-16 and A-10 aircraft, as the top 1 percent of experienced fighter pilots in the United States Air Force.

During his 2009 to 2013 service as the Air National Guard director of safety, he is credited with leading the four safest years in the organization's history.

Also serving as an instructor pilot, Slocum has authored more than 250 lessons, textbooks and professional publications.

"People can expect to hear leadership lessons learned over 35 years," he said in a release. "I had some absolutely fantastic opportunities to take care of people in my career. My book is the story of how I got in the position to do that and how it all came about.

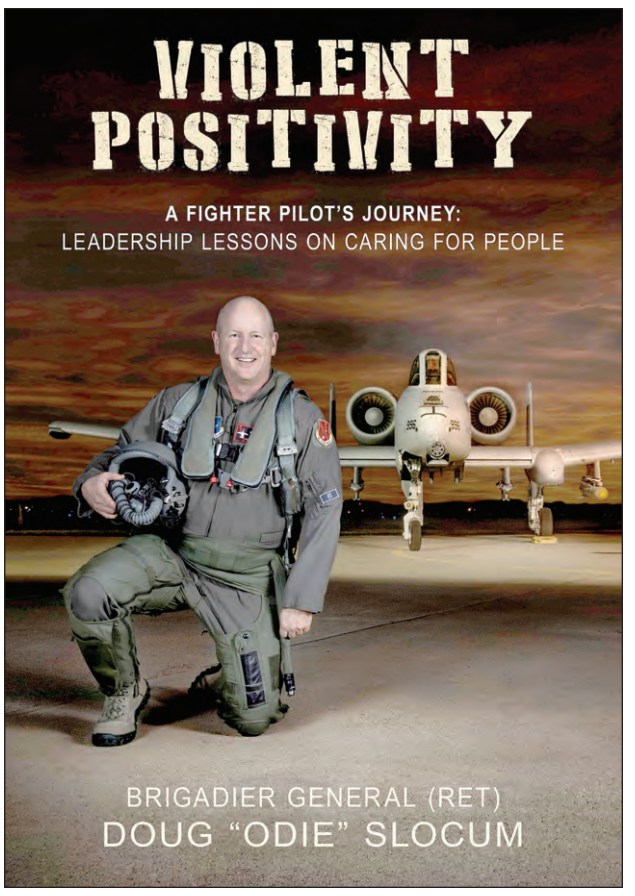
"I'll provide some great insights into leadership that focuses on people. I think there are stories here that need to be told. A lot of my motivation was to document some of the cool things that have happened and how they came about."

Slocum retired from Selfridge in 2019.

While under his leadership, the base was named the top Air National Guard Wing in the country, the top fighter aircraft organization, the most efficient aerial tanker wing in the Air Force and the third Air National Guard Wing in history to receive the Meritorious Unit Award for outstanding devotion and exceptional performance.

"People will do amazing things if they are given the tools, motivation and ownership to achieve," Slocum writes on his LinkedIn page. "My philosophy is that executive leadership is best exercised by an 'ask, don't task' and 'sell, don't tell' approach. People can, and do, make mistakes. We shouldn't expect perfection. However, by empowering people, properly designing our procedural checks and balances, and planning for contingencies — we can achieve organizational excellence."

Slocum also is on the boards of the Fisher House of Michigan, National Defense Industrial Association and Selfridge Military Air Museum. He is a member of Women in Defense, the Selfridge Base Community Council and Macomb County Chamber of Commerce.



He resides in Macomb Township with his wife and 17-year-old daughter.

Registration, though not required, is requested at warmemorial.org/eventcalendar11/generalslocumbooktalk.

Lead line loans not flowing our way

By Brad Lindberg
Staff Writer

GROSSE POINTE PARK — A multimillion dollar federal program to help cities replace lead water service lines is likely to count the Park out.

Funds are available as low-interest loans mainly to areas lacking the Grosse Pointes' financial stoutness.

"It's a loan program, so that means they're going to put it through the Drinking Water Revolving Fund, which funds mainly low income," said Nick Sizeland, Park city manager.

"Even if we were successful at securing the dollars, it is a loan, which means we have to pay it back," Mayor Michele Hodges said.

On May 1, an administrator of the Environmental Protection Agency issued a memo outlining $3 billion worth of lead service line replacement funding nationwide for fiscal year 2024. Michigan's cut is just shy of $62 million despite a statewide unfunded mandate for all jurisdictions to eliminate lead service lines.

Flint's mismanagement 10 years ago of its drinking water purification system prompted the mandate.

"A key priority is to ensure that disadvantaged communities benefit equitably from this historic investment in water infrastructure," according to a 2022 EPA memo explaining criteria by which applicants are judged. "Disadvantaged communities can include those with environmental justice concerns that often include low-income people and communities of color."

"We reapplied and are, of course, hoping to get funding," Sizeland said. "But, it's one of those, 'I'll believe it when I see it.'"

"We're not likely to be competitive for those dollars," Hodges said, "which is why Baker Tilly (a municipal financial consultant) was hired (in 2022) to help us map out a strategy to ensure we fulfill the unfunded state mandate. Some of those situations come in the form of water-sewer rates."

A 4 to 4.5 percent water rate increase is being considered for the city's fiscal year 2025 budget, effective July 1. A preview of the budget last month showed a nearly $82,000 surplus, another nonqualifier for low-interest federal loans.

"The fact is, we're living with the ramifications of an unfunded mandate," said Councilman Max Wiener, chairman of the infrastructure committee.

He said it costs up to $20,000 to replace a lead service line. The citywide cost to replace about 800 lead lines totals $16 million.

"It would be nice to get support," Wiener said. "There's no money being offered to us to do this and it's at the expense of other infrastructure work. We identified $16 to $17 million worth of water-sewer infrastructure that could be done in the city. The point being, almost the entirety of our water-sewer millage would have to be dedicated just to the changeover of lead lines."

Cities throughout the state face the same challenge.

"I'm sure most communities won't be able to tackle it, but, at the end of the day, we have a mandate, so we have an obligation to do it," Wiener said.

The mandate's deadline is 17 years from now in 2041, which allows time for piecemeal replacement.

Park officials are bundling lead line work into water main upgrades rather than scheduling separate projects independently. Members of the council last month included replacing 87 lead service lines as part of a $1.6 contract to upgrade 2,300 feet of water mains.

"If we're already digging up half the street to do water main work, we might as well do lead lines," Wiener said. "We are going to remain compliant with the rules and pick away at as many lead lines as we can reasonably pick away."

City of Grosse Pointe Park, Michigan

NOTICE OF PUBLIC HEARING ON EXCEPTION REQUEST FOR A FRONT YARD FENCE AT 15800 E. JEFFERSON

PLEASE TAKE NOTICE The Zoning Board of Appeals of the City of Grosse Pointe Park will hold a Public Hearing on Monday, July 8, 2024, 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:

An application to the Grosse Pointe Park Zoning Board of Appeals requesting an exception to the requirements of the Zoning Ordinance, Section 46-407(b) Fences, Location and Height by the owners of real property located at 15800 E. Jefferson, Grosse Pointe Park, Michigan 48230. The following exception is being requested:

Approve/relax the limitations of a fence located in a front yard.

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**.

Bridgette Bowdler,
City Clerk

GPN: 6-20-24

Dispersing assets

GROSSE POINTE PARK — There are all kinds of reasons for a municipality to establish multiple accounts at various financial institutions.

Doing so spreads out risk and also makes it easier to track financial activity by having separate accounts for specific purposes, such as payroll or certain types of purchases.

During routine action June 10, in compliance with state law, Park officials adopted a resolution designating the use of financial institutions recommended by the city treasurer.

"The city council (resolves) that the following institutions be added as depository institutions for city's funds and all other public invested monies coming into the hands of (the) city treasurer," according to the resolution.

The list consists of, for brokers, dealers and safekeeping:

Bank of America Merrill Lynch, Comerica Securities, Flagstar Bank, Fifth Third Bank, Huntington Bank, J.P. Morgan Securities LLC/J.P. Morgan Clearing Corp., Morgan Stanley, PNC Financial Services Group, Raymond Janes & Associates and Robinson Capital.

For pooled accounts, the city designated Michigan CLASS/Public Trust Advisors.

The list of banks consists of Bank of America, Citizens Bank, Charter One Bank, Comerica Bank, Fifth Third Bank, Flagstar Bank, Huntington Bank, JP Morgan Chase Bank, Lake Michigan Credit Union, Merrill Lynch and PNC Bank.

"Each of the above depositories are hereby … authorized to honor all checks for payment of monies drawn on the various (city) accounts," according to the resolution.

— Brad Lindberg

Elevator doors are insensitive

GROSSE POINTE PARK — To ensure what opens must close gently, a repair contract was approved recently to fix the elevator doors at city hall.

Work totals $5,365 worth of repairs to a sensor that activates a door when riders enter or exit the car.

The elevator is a two-sided model, meaning there are doors on opposite sides. They provide easier access to stepped-distanced floors designed into the four-story building's expansion nearly 30 years ago.

"The doors take an extended period of time to close," Warren Rothe, assistant city manager, wrote in a memo to the city council requesting the appropriation.

In addition, upon tardy closing, a sensor designed to prevent doors from closing on riders triggers a warning "ding."

"This is because the door edge — the part that senses if a person or object is in the way — has failed," Rothe said.

A united council approved a repair contract with MEI Elevator Solutions.

Technicians will "replace (the) mechanical edge with (an) upgraded infrared Tri-Tronics door edge," according to the company's prospectus.

Tri-Tronics manufactures photoelectric sensors and related devices in Tampa, Fla.

"The replacement edge would essentially 'see' an obstruction, where the mechanical edge would sense resistance," Rothe said.

— Brad Lindberg

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 date: JUNE 20 , 2024

#3 GPP PHN FRONT YARD FENCE

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

Melanie Mahoney

Notary Public

JACQUELYN E KNISEL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires July 06, 2030
Acting in the County of Wayne

PROOF OF MAILING REGARDING NOTICE OF ZONING BOARD OF APPEALS HEARING

I, Bridgette Bowdler, Clerk of the City of Grosse Pointe Park, certify that, on this 18th day of June 2024, I deposited a Notice of Zoning Board of Appeals Hearing for delivery with the United States postal service to the following addresses:

Bridgette Bowdler
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 Exception Request for a front yard fence at 15800 E. Jefferson

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Bridgette Bowdler, City Clerk

20 ✓ JOSEPH SUSKI
1002 DEVONSHIRE
GROSSE POINTE PARK, MI 48230

21 JOHN & KHRISTI ZIMMETH ✓
1000 DEVONSHIRE
GROSSE POINTE PARK, MI 48230

22 MATHEW & MICHELLE HODGES ✓
1015 DEVONSHIRE
GROSSE POINTE PARK, MI 48230

23 ✓ MR-MRS LOGAN ONEY
1003 DEVONSHIRE
GROSSE POINTE PARK, MI 48230

24 JOHN P GLOVER & SUSAN P GLOVER ✓
1001 BUCKINGHAM
GROSSE POINTE PARK, MI 48230

25 ✓ RESIDENTS
15910-12 JEFFERSON
GROSSE POINTE PARK, MI 48230

26 MICHAEL AND MARGARET BROWN ✓
15910 JEFFERSON
GROSSE POINTE PARK, MI 48230

27 ✓ RESIDENTS
958-960 HARCOURT
GROSSE POINTE PARK, MI 48230

28 ✓ LOUIS G MEYERS
960 HARCOURT
GROSSE POINTE PARK, MI 48230

29 ✓ RESIDENTS
954-56 HARCOURT
GROSSE POINTE PARK, MI 48230

30 ✓ REBECCA MARCHETTI
956 HARCOURT
GROSSE POINTE PARK, MI 48230

31 ✓ RESIDENTS
950-52 HARCOURT
GROSSE POINTE PARK, MI 48230

32 ✓ MUHAMMAD KHURRAM
11307 BRIGHT CANYON LANE
CYRESS, TX 77433

33 ✓ RESIDENTS
937-39 HARCOURT
GROSSE POINTE PARK, MI 48230

34 ✓ BUILD SAFE LAND COMPANY
P.O. BOX 143
SAINT CLAIR SHORES, MI 48080

35 ✓ RESIDENTS
943-45 HARCOURT
GROSSE POINTE PARK, MI 48230

36 ✓ KATHRYN-ROBERT BOSSLER
1027 LAKEPOINTE
GROSSE POINTE PARK, MI 48230

37 ✓ RESIDENTS
949 HARCOURT
GROSSE POINTE PARK, MI 48230

38 ✓ THOMAS DERY
3313 OXFORD W
AUBURN HILLS, MI 48526

39 ✓ RESIDENTS
955-57 HARCOURT
GROSSE POINTE PARK, MI 48230

41 ✓ NANCY DEMETROPOULOS
530 OXFORD
GROSSE POINTE WOODS, MI 48236

41 ✓ RESIDENTS
959-61 HARCOURT
GROSSE POINTE PARK, MI 48230

42 ✓ FRANCINE E. PEGUES
961 HARCOURT
GROSSE POINTE PARK, MI 48230

43 ✓ RESIDENTS
963-65 HARCOURT
GROSSE POINTE PARK, MI 48230

44 ✓ HAN PENG
1158 MARCUSSEN DR
MENLO PARK, CA 94025

45 ✓ RESIDENTS
15850-52 E JEFFERSON
GROSSE POINTE PARK, MI 48230

46 ✓ SHAQIRI, GAZMEND-BARIE
876 LAKEPOINE
GROSSE POINTE PARK, MI 48230

47 ✓ MICHAEL-KIMBERLY BOWMAN
15800 E JEFFERSON
GROSSE POINTE PARK, MI 48230

48 ✓ RABBENE, VINCENT-MARY JO
970 TROMBLEY
GROSSE POINTE PARK, MI 48230

RESIDENTS
960-62 TROMBLEY
GROSSE POINTE PARK, MI 48230

ANDREA MOODY
962 BERKSHIRE
GROSSE POINTE PARK, MI 48230

NUTTER, LOIS-MERTZ, JENNA-RALPH
960 TROMBLEY
GROSSE POINTE PARK, MI 48230

WALTON-DOYLE, ERIN-PARTICK RORAI
970 BERKSHIRE
GROSSE POINTE PARK, MI 48230

RESIDENTS
956-58 TROMBLEY
GROSSE POINTE PARK, MI 48230

BARBARA EARLE
956 TROMBLEY
GROSSE POINTE PARK, MI 48230

MARY MARKUS
15710 E JEFFERSON
GROSSE POINTE PARK, MI 48230

RESIDENTS
950-52 TROMBLEY
GROSSE POINTE PARK, MI 48230

PAUL EVANS
977 TROMBLEY
GROSSE POINTE PARK, MI 48230

DANIEL B HEALY
952 TROMBLEY
GROSSE POINTE PARK, MI 48230

WILLIAM W. MARTIN
969 TROMBLEY
GROSSE POINTE PARK, MI 48230

RESIDENTS
940-42 TROMBLEY
GROSSE POINTE PARK, MI 48230

GOODRICH, KATHERINE-JAIME
961 TROMBLEY
GROSSE POINTE PARK, MI 48230

THE CAROL A DORAN TRUST
1221 KENSINGTON
GROSSE POINTE PARK, MI 48230

WILLIAMS, BENJAMIN-KERI SCHROEDER
953 TROMBLEY
GROSSE POINTE PARK, MI 48230

UVON CISNEROS
936 TROMBLEY
GROSSE POINTE PARK, MI 48230

PETER-SARAH FUREST
945 TROMBLEY
GROSSE POINTE PARK, MI 48230

ROBERT AND KELLEY FISH
954 BERKSHIRE
GROSSE POINTE PARK, MI 48230

BRENT & LISA L'HEUREUX
937 TROMBLEY
GROSSE POINTE PARK, MI 48230

CITY COUNCIL MEETING

DATE: July 8, 2024

SUBJECT: FY 24/25 General Liability and Property Insurance Renewal

SUMMARY: This is the City's third general liability and property insurance renewal with Nickel & Saph Inc. During the expiring policy year, Nickel & Saph conducted an in-depth evaluation of all properties from a dedicated appraisal company. This was performed at no cost to the City and was the first such appraisal in many years. The increase in this year's renewal premium is largely driven by the 21% increase in property values as determined by the appraisal. It is important to remember that property protection is covered on a blanket replacement cost. This ensures covered properties are insured to their full replacement value without the need for separate limits for each item, providing comprehensive protection. This type of coverage reduces the risk of underinsurance.

Benefits of continuing with Nickel & Saph, Inc. are numerous. First, 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. 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. Accompanying this memo is a letter summarizing the quoted coverages from Nickel & Saph, as well as the coverage document for the largest policies offered in this renewal, including property, automotive, and general liability.

FINANCIAL IMPACT: $335,502, $334,802 plus $700 for coverage of Lakepointe Duplex (TIFA property)

RECOMMENDATION: Motion to approve Nickel & Saph Inc.'s insurance proposal as presented.

PREPARED BY: Nick Sizeland, 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 2nd, 2024

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: Ascot Insurance Company (for liability and automobile coverages). Ascot 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 Inspection and Insurance Company (for mechanical breakdown coverages). Hartford has been awarded an A. M. Best's rating of A++ X, Stable. All three (3) 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 **$334,802.** 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 and you have previously elected to procure TRIA coverage. The expiring premium was **$305,041**. This year premium is **$334,802**, an increase of 9.75% or $29,761.

The city had 6 claims since we have taken over the account in 2022. This shows a low frequency of claims which the City should be proud of.

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

- GL, POL, EPLI net expenditures increased by 3% ($8,653,220 to $8,922,360)
- LAW decreased by 1 officer (29 to 28)
- AL increased by 1 ratable unit (47 to 48)
- APD decreased by 5% ($5,008,312 to $4,736,585)
- PROP increased by 21% ($42,299,672 to $51,164,400)
- IM increased by 2% ($1,427,945 to $1,457,945)
- CRIME increased by 11 Class A Employees (16 to 27)

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 excluded this year. If the City elects to procure bonds during this meeting, we can get them in place for the Clerk, Deputy Clerk, Treasurer, and Judge per your request.
8.) Attorney fees / defense expenses are outside of the afforded limits of liability available.

Arch does not like Vacant buildings. However, they are making exceptions on vacant buildings coming off tax liens and being sold within that same year. The Lakepointe location is not included on the proposal but will be added on ACV prior to binding after approval from underwriting. The additional cost is approximately **$700.** This building will need to be removed by 2025-2026 renewal.

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

THE BREADON GROUP

Insurance Proposal
for
City of Grosse Pointe Park, Michigan

EFFECTIVE DATE
08/01/2024 – 08/01/2025

Coverage Offered Through:

TRIDENT PUBLIC RISK SOLUTIONS

PRESENTED BY:

Nickel & Saph, Inc.
Known by the companies we keep.

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
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
GL Deductible (Expenses within retention: N/A)	N/A
Medical Expense Limit	Excluded
Retroactive Date	N/A

Employee Benefits (Claims Made)	**Limit**
Aggregate Limit	$1,000,000
Each Employee Limit	$1,000,000
Deductible Each Employee	$1,000
Retroactive Date	8/1/2024

Optional Coverages	**Limit**	**Deductible**
Additional Insured – per written contract or agreement	Included	N/A
Cemetery Professional Liability	Included	N/A
Sexual Abuse, Molestation, Sexual Misconduct and Non-Employment Harassment	Included	N/A
Unmanned Aircraft Under 25 Pounds Coverage applies to: Coverage A - BI & PD	$25,000	N/A
Limited Pollution Coverage (N/A in VT)	Included	N/A
Firefighters Districts or Departments – Elective	Per Employee:	N/A

Optional Coverages	Limit	Deductible
Surgery	$25,000 Annual Aggregate: $50,000	
Sewer Backup Coverage Endorsement	Included	N/A
Failure to Supply – Total Exclusion ☒ Gas ☐ Water ☒ Steam ☒ Oil ☒ Electricity ☒ Biofuel	N/A	N/A
Limited Exclusion – Failure to Supply provides sudden and accidental coverage only for: ☐Gas ☒ Water ☐ Steam ☐Oil ☐ Electricity ☐ Biofuel	Included	N/A
Professional Services Included for: ☐Nurses ☐Speech, Occupational and Physical Therapists ☐Athletic Trainers ☐Social Workers ☐Psychologists ☐Registered Counselors ☒EMT's, Registered Ambulance Operator, Attendant, Emergency Dispatcher, Paramedics	Included	N/A

The following premises and/or operations are excluded from coverage:

☒ Airports
☒ Housing Authorities
☒ Ski Areas, Ski tows
☒ Hospitals, Medical facilities, Nursing Homes
☒ Refuse Site or Incinerator
☒ Landfills (except those that are fully and finally closed)
☒ Electric Utilities
☒ Gas Utilities
☒ Golf Courses
☒ Amusement Parks, Circus, Mechanical Rides or Devices
☒ Organized or sponsored racing or stunting events (including but not limited to wheeled vehicles, skateboards, or roller skates)
☐ Other/Exceptions/Notes:

DATA COMPROMISE

Claims Made

Description	Limit
Data Compromise Response Expense	
Data Compromise Response Expense Annual Aggregate	$1,000,000
Sublimits Per Occurrence	
1st Party Named Malware	$50,000
Forensic IT Review	$500,000
Legal Review	$500,000
Public Relations	$5,000
Regulatory Fines/Penalties	$500,000
PCI Fines and Penalties	$500,000
Each Response Expense Occurrence Deductible	$10,000
Data Compromise Liability	
Data Compromise Liability Annual Aggregate	$1,000,000
Sublimit Per Occurrence	
3rd Party Named Malware	$50,000
Each Liability Occurrence Deductible	$10,000

CYBER

Claims Made

Description	Limit
Cyber Attack and Cyber Extortion	
Cyber Attack Annual Aggregate	$1,000,000
Sublimit 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 within retention: Yes)	$2,500
Prior Acts/Retroactive Date	N/A

Additional Coverages	**Limit**	**Deductible**
Non-Monetary Defense Limit - Per Suit Limit	$10,000	$2,500
Non-Monetary Defense Annual Aggregate	$50,000	
Failure to Supply – Total Exclusion ☒ Gas ☐ Water ☒ Steam ☒ Oil ☒ Electricity ☒ Biofuel	N/A	N/A
Limited Exclusion – Failure to Supply provides sudden and accidental coverage only for: ☐Gas ☒ Water ☐ Steam ☐Oil ☐ Electricity ☐ Biofuel	Included	$2,500

The following exposures are excluded from coverage:

☒ Airports
☒ Housing Authorities
☒ Ski Areas, Ski tows
☒ Hospitals, Medical facilities, Nursing Homes
☒ Refuse Site or Incinerator
☒ Landfills (except those that are fully and finally closed)
☒ Electric Utilities
☒ Gas Utilities
☒ Golf Courses
☒ Amusement Parks, Circus, Mechanical Rides or Devices
☒ Organized or sponsored racing or stunting events (including but not limited to wheeled vehicles, skateboards, or roller skates)
☐ Other/Exceptions/Notes

EMPLOYMENT PRACTICES LIABILITY

Occurrence

Standard Coverage	**Limit**
Per Wrongful Employment Act	$1,000,000
Annual Aggregate	$2,000,000
Deductible Each Wrongful Act (Expenses within retention: Yes)	$10,000
Retroactive Date	N/A

Additional Coverages	**Limit**	**Deductible**
Back Wages	$50,000	$10,000
Wrongful Employment Act Loss Adjustment Expense	No Sublimit	$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		

The following premises and/or operations are excluded from coverage:

☒ Airports ☒ Housing Authorities

☒ Ski Areas, Ski tows ☒ Hospitals, Medical facilities, Nursing Homes

☒ Refuse Site or Incinerator ☒ Landfills (except those that are fully and finally closed)

☒ Electric Utilities ☒ Gas Utilities

☒ Golf Courses ☒ Amusement Parks, Circus, Mechanical Rides or Devices

☒ Organized or sponsored racing or stunting events (including but not limited to wheeled vehicles, skateboards, or roller skates)

☐ Other/Exceptions/Notes:

LAW ENFORCEMENT LIABILITY

Occurrence

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

AUTOMOBILE LIABILITY

Standard Coverage	Limit	Symbol
Liability Limit	$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	50	

AUTOMOBILE PHYSICAL DAMAGE

Standard Coverage	OCN	Deductible	Units	Valuation	Symbol
Comprehensive	$4,736,585	See Schedule	50	See Schedule	10
Collision	$4,736,585	See Schedule	50	See Schedule	10

Optional Coverages Physical Damage	Limit	Deductible
Garagekeepers - CA 99 37 Coverage Type: Direct Excess	$100,000	Comp: $1,000 Each Customer's Auto / $5,000 Maximum for all loss in any one event. Collision: $1,000 Each Customer's Auto

AUTO COVERAGE CONDITIONS

 # 1 – Commercial Auto Liability (Symbol 1)

Coverage is automatically provided for Any Auto.

 # 2 – Commercial Auto 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
2.
    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 a similar make, model and departmental usage as any “auto” that is currently covered under the policy for Physical Damage; 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	$44,569,800
Business Personal Property	$6,594,600
TOTAL INSURED VALUES	$51,164,400
Blanket Limit Applies	Yes
Cause of Loss Form	Special
Co-Insurance	Agreed Amount
Deductible	$5,000
Water Damage Deductible	$5,000
Valuation	See Schedule
Margin Clause	N/A

Notes:
Protective Safeguard Endorsement (CP 04 11) will be attached and applied to P1 (sprinkler) and P9 (Ansul) systems.

Other Perils	Included/ Excluded	Limit	Deductible	Subject to Minimum
Wind/Hail	Included		$5,000	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

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			%	RC < 20 YEARS
Scheduled Equipment	$756,536	$2,500		
Equipment Leased or Rented from Others Any One Item Any One Occurrence	 $50,000 $100,000	 $2,500		
Fine Arts			N/A	
Scheduled Covered Property	$60,000	$2,500		AV
MISCELLANEOUS PROPERTY			N/A	RC
Scheduled Property				
Emergency-Fire Equipment	$155,409	$2,500		
Emergency-Police Equipment	$38,000	$2,500		
All Other (NOC)	$46,000	$2,500		
Blanket Unscheduled Property				
Fire Equipment Any One Occurrence Max Per Item Limit	 $100,000 $5,000	 $2,500		
Police Equipment Any One Occurrence Max Per Item Limit	 $102,000 $3,000	 $2,500		
Other Any One Occurrence Max Per Item Limit	 $100,000 $5,000	 $2,500		

CRIME

Description	Limit	Deductible
Employee Theft		
Employee Theft – Per Loss	$100,000	$1,000
Faithful Performance of Duty	Included	Included
Forgery or Alteration		
Forgery of Negotiable Instruments	$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
Employee Benefits 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	$42,373	$1,271	$52,291
Data Compromise	$2,433	N/A	Included in GL Total
Cyber	$6,214	N/A	Included in GL Total
Public Officials Liability	$16,043	N/A	$16,043
Employment Practices Liability	$33,155	N/A	$33,155
Law Enforcement Liability	$42,434	N/A	$42,434
Auto Liability	$31,305	N/A	$31,305
Auto Physical Damage	$34,721	N/A	$34,721
Property	$55,455	$1,664	$57,119
Equipment Breakdown	$4,682	INCL	$4,682
Inland Marine	$3,247	$97	$3,344
Crime	$2,765	N/A	$2,765
Excess Liability	$46,120	$1,384	$47,504
Total	**$320,947**	**$4,416**	**$325,363**

The Lakepointe location is not included on this proposal. Once approved by underwriting, it will be added to the property schedule on ACV. The approximate additional premium for this location is $700.

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

Risk Control Services

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: 08/01/2024 - 08/01/2025

Loc #	Bldg#	Building	Contents	Valuation	Const	Occupancy	Address	City/Town	ST	Zip	Area	Year	Sprkl
1	1	$9,913,100	$2,719,600	RC	Joisted Masonry	City Hall	15115 E. JEFFERSON	Grosse Pointe Park	MI	48230	31,151	1972	Y
1	2	$69,800	$0	RC	Non-Combustible	PIO: Benches, Lighting, Bike Racks, Signage, Flagpole	15115 E. JEFFERSON	Grosse Pointe Park	MI	48230	1	1972	N
1	3	$4,494,600	$40,000	RC	Non-Combustible	Water Treatment Plant	15115 E. JEFFERSON	Grosse Pointe Park	MI	48230	7,597	1974	N
1	4	$106,300	$0	RC	Non-Combustible	City Hall PIO Tower Clock	15115 E. JEFFERSON	Grosse Pointe Park	MI	48230	1	2002	N
1	5	$1,300	$0	RC	Non-Combustible	PIO: Planter and Waste Receptacle	15115 E. JEFFERSON	Grosse Pointe Park	MI	48230	1	2002	N
2	1	$774,800	$8,000	RC	Joisted Masonry	Garage	16006 ESSEX DRIVE	Grosse Pointe Park	MI	48230	3,602	1930	N
2	2	$7,268,900	$0	RC	Non-Combustible	Lift Station	16006 ESSEX DRIVE	Grosse Pointe Park	MI	48230	1,677	1974	N
2	3	$1,022,100	$0	RC	Frame	Boardwalk, Fencing, Lights	16006 ESSEX DRIVE	Grosse Pointe Park	MI	48230	9,798	1993	N
2	4	$729,600	$0	RC	Non-Combustible	Ice Rink	16006 ESSEX DRIVE	Grosse Pointe Park	MI	48230	15,576	1994	N
2	5	$294,100	$0	RC	Frame	PIO: Play Structure	16006 ESSEX DRIVE	Grosse Pointe Park	MI	48230	1	2002	N
2	6	$189,400	$2,200	RC	Non-Combustible	Community Center	16006 ESSEX DRIVE	Grosse Pointe Park	MI	48230	611	2005	N
2	7	$175,900	$0	RC	Masonry Non-Combustible	Gazebo	16006 ESSEX DRIVE	Grosse Pointe Park	MI	48230	740	2002	N
2	8	$30,800	$0	RC	Frame	Pavilion	16006 ESSEX DRIVE	Grosse Pointe Park	MI	48230	324	2002	N
2	9	$299,600	$0	RC	Modified Fire Resistive	PIO: Splash Zone	16006 ESSEX DRIVE	Grosse Pointe Park	MI	48230	1	2002	N
2	10	$463,300	$0	RC	Masonry Non-Combustible	Bathroom	16006 ESSEX DRIVE	Grosse Pointe Park	MI	48230	1,400	2002	N
2	11	$74,200	$5,500	RC	Masonry Non-Combustible	Main Entrance Building	16006 ESSEX DRIVE	Grosse Pointe Park	MI	48230	225	2010	N

2	12	$449,600	$0	RC	Frame	PIO: Exercise Stations, Benches, Lighting BBQ, Turf, Bike Racks, Fencing Etc.	16006 ESSEX DRIVE	Grosse Pointe Park	MI	48230	1	2002	N
3	1	$8,416,500	$2,172,500	RC	Non-Combustible	Lavins Activity Center	14920 WINDMILL POINT PARK	Grosse Pointe Park	MI	48230	21,720	2003	Y
3	2	$60,300	$5,500	RC	Joisted Masonry	Entrance Gatehouse	14920 WINDMILL POINT PARK	Grosse Pointe Park	MI	48230	256	2003	N
3	3	$1,238,800	$225,300	RC	Joisted Masonry	Thomkins Community Center	14920 WINDMILL POINT PARK	Grosse Pointe Park	MI	48230	5,631	1989	N
3	4	$27,500	$5,500	RC	Joisted Masonry	Harbor Gatehouse	14920 WINDMILL POINT PARK	Grosse Pointe Park	MI	48230	96	2003	N
3	5	$423,300	$3,500	RC	Joisted Masonry	Concession Stand	14920 WINDMILL POINT PARK	Grosse Pointe Park	MI	48230	1,440	1989	N
3	6	$200,800	$0	RC	Frame	PIO: Play Structure	14920 WINDMILL POINT PARK	Grosse Pointe Park	MI	48230	1	2024	N
3	7	$654,600	$0	RC	Frame	Windmill PIO: Lights, Tables, Fencing, BBQ, Planters, Tennis Nets, Gazebo	14920 WINDMILL POINT PARK	Grosse Pointe Park	MI	48230	1	1990	N
3	8	$2,405,800	$0	RC	Non-Combustible	Outdoor Pool and Fountain Pool	14920 WINDMILL POINT PARK	Grosse Pointe Park	MI	48230	12,500	2003	N
4	1	$207,900	$0	RC	Non-Combustible	Lift Station	SOMERSET AND MACK	Grosse Pointe Park	MI	48230	1	1995	N
5	1	$4,446,600	$1,407,000	RC	Joisted Masonry	DPW Building	15000 MACK AVE	Grosse Pointe Park	MI	48230	15,400	2022	Y
5	2	$130,300	$0	RC	Non-Combustible	PIO: Fencing, Gates, (2) 550 Gallon Tank, Bollards, Lighting, Flagpole	15000 MACK AVE	Grosse Pointe Park	MI	48230	1	2022	N
		$44,569,800	**$6,594,600**										

Policy Level TIV: $51,164,400.00

Insured Signature:_____ **Date:**_____

Vehicle Schedule City of Grosse Pointe Park **Effective Date** 8/1/2024

Veh. #	Year	Make	Model	VIN	Classcode	Cost New	Valuation	Comp Deductible	Collision Deductible
1	2000	Sterling	Dump Truck	4889	014-790	$145,000	Replacement Cost	2500	2500
2	2000	GMC	Sierra	2501	014-990	$24,592	Actual Cash Value	2500	2500
3	1998	GMC	Sierra Utility	8234	014-990	$100,000	Actual Cash Value	2500	2500
4	2002	GMC	Truck	8348	014-990	$17,000	Actual Cash Value	2500	2500
5	2001	E-One	Fire Truck	4396	7909	$1,200,000	Replacement Cost	2500	2500
6	2004	GMC	Dump	2897	014-790	$55,800	Actual Cash Value	2500	2500
7	2006	Chevy	Pick-up	3017	014-990	$18,000	Actual Cash Value	2500	2500
8	2010	GMC	Sierra	8063	014-990	$24,000	Actual Cash Value	2500	2500
9	1988	Mack	Dump Truck	1M2P131C3JA011975	314-790	$67,000	Actual Cash Value	2500	2500
10	2011	GMC	Sierra	1GT02ZC65BF185752	014-990	$26,700	Actual Cash Value	2500	2500
11	2014	Ford	Explorer	1FM5K8AROFGA04251	7911	$26,000	Actual Cash Value	2500	2500
12	2015	Ford	Taurus	1FAHP2D85FG105102	7911	$20,000	Actual Cash Value	2500	2500
13	2009	Ford	Ambulance	1BGE4V1959F402468	7919	$150,000	Replacement Cost	2500	2500
14	2016	Ford	Explorer	1FM5K8AR8GGA19596	7911	$33,000	Actual Cash Value	2500	2500
15	2007	Chevy	Silverado Pickup	1GCH24K67E540323	014-990	$28,000	Actual Cash Value	2500	2500
16	2013	Ford	Pick-up	1FDAF4GTODEA26483	214-990	$28,000	Actual Cash Value	2500	2500
17	2011	Dump	Trailer	4S9D2020BM097752	684-990	$10,000	Actual Cash Value	2500	2500
18	1997	Ford	Garbage Truck	1FDYW82E2VVA28414	314-530	$60,000	Actual Cash Value	2500	2500
19	2003	Chevy	GMT-400	1GCHC24U23E314467	014-990	$25,000	Actual Cash Value	2500	2500
20	2017	Stuphen	Fire Truck	1S9A1BND0H1003096	7909	$650,000	Replacement Cost	2500	2500
21	2017	Ford	Pick-up	1FT7WZB66HEF21121	014-990	$27,000	Actual Cash Value	2500	2500
22	2021	GMC	Sierra	1GTR9AEF1MZ218143	014-990	$30,000	Actual Cash Value	2500	2500
23	2021	Ford	Police Interceptor	1FM5K8AB5MGB24529	7911	$37,000	Actual Cash Value	2500	2500
24	2017	Dodge	SW - Grand Caravan	2C4RDG8G8HR601298	7911	$10,556	Actual Cash Value	2500	2500
25	2003	International	7000	1HTWHAAT63JO69391	314-790	$50,000	Actual Cash Value	2500	2500
26	2021	Townmaster	T-12DR	4KNBT2721ML162945	684-990	$15,415	Actual Cash Value	2500	2500
27	2021	Chevy	Tahoe	1GNSKLED3MR448158	7911	$39,183	Actual Cash Value	2500	2500
28	2021	Ford	Police Interceptor	1FM5K8AB9MGC25296	7911	$37,000	Actual Cash Value	2500	2500
29	2022	GMC	Sierra	1GT39LE78NF174333	014-990	$33,683	Actual Cash Value	2500	2500
30	2022	GMC	Sierra 2500 HD P/U Snowplow	1GT39LE79NF174292	014-990	$41,897	Actual Cash Value	2500	2500
31	2022	GMC	Sierra 2500 HD P/U Snowplow	1GT39LE76NF174363	014-990	$41,897	Actual Cash Value	2500	2500
32	2003	International	7000 Series	1HTWHAAT63J069391	7909	$45,000	Replacement Cost	2500	2500
33	2018	Ford	Police Interceptor	1FM5K8AR3JGC76270	7911	$37,000	Actual Cash Value	2500	2500
34	2018	Ford	Police Interceptor	1FM5K8AR5JGC76271	7911	$37,000	Actual Cash Value	2500	2500
35	2019	Ford	Police Interceptor	1FM5K8AR7KGB15373	7911	$37,000	Actual Cash Value	2500	2500
36	2019	Ford	Police Interceptor	1FM5K8AR7KGB23487	7911	$37,000	Actual Cash Value	2500	2500
37	2019	Ford	F550	1FDUF5GY6KDA16932	214-990	$32,083	Actual Cash Value	2500	2500
38	2020	Ford	F250	1FTBF2B61LEC23711	014-990	$26,264	Actual Cash Value	2500	2500
39	2011	Ford	Police Interceptor	1FM5K8AR2HGA89077	7911	$37,000	Actual Cash Value	2500	2500
40	2002	Sterling	Chassis for Jetter Vac	2FZAATAK02AJ65866	314-990	$175,000	Actual Cash Value	2500	2500
41	2022	M3	Sweeper	1G9AM6N11NS462078	014-990	$280,535	Replacement Cost	2500	2500
42	2012	Kia	Forte LX	KNAFT4A21C5638013	7911	$2,515	Actual Cash Value	2500	2500
43	2023	GMC	Sierra 2500HD 4X4	1GT39LE79PF155549	014-990	$34,992	Actual Cash Value	2500	2500
44	2022	Ford	Explorer	1FM5K8AWXNNA03785	7911	$38,600	Actual Cash Value	2500	2500
45	2017	Ford	Explorer	1FM5K8AR2HGD57612	7911	$28,000	Actual Cash Value	2500	2500
46	2022	Ford	Explorer	1FM5K8AW1NNA03660	7911	$38,600	Actual Cash Value	2500	2500
47	2013	C-MTV	CAU23000	653-CZ	7911	$500,000	Replacement Cost	2500	2500

48	2017	Cadillac	Escalade	1GYFK66897R275189	7911	$50,000	Actual Cash Value	2500	2500
49	2023	Chevy	Tahoe	1GNSKLED9PR432194	7911	$58,123	Actual Cash Value	2500	2500
50	2024	Freightliner	M2 Dump	3ALACYFE1RDVC6641	7909	$170,150	Replacement Cost	2500	2500

ADDITIONAL INFORMATION: REQUIRED AT BINDING

1. Signed TRIA Forms (if rejecting)
2. Signed SOV

CITY COUNCIL MEETING

DATE: July 8, 2024

SUBJECT: Approve Water Reliability Study Proposal

SUMMARY: The State of Michigan Safe Drinking Water Act (Act 399 of 1976) requires public water suppliers to conduct and periodically update a "Reliability Study" of its water distribution system. The Reliability Study focuses on planning items, including water demands for 5 and 20 year projections, as well as an analysis of fire protection needs. A part of the Reliability Study includes a General Plan which focuses on hydraulic analysis, a comprehensive distribution system map, and a capital-improvement plan component.

In general the study documents the capacity of the existing system and compares that capacity to the existing and future needs of the system. The City has asked OHM in addition to review the GLWA master meter connection as well to understand the flow rates and better control during high and low demand that at times has caused water main breaks for the City.

FINANCIAL IMPACT: Sufficient funds are available in the FY 2025 budget for this project, and it was also included in the capital improvement plan.

RECOMMENDATION: Motion to award the proposal from OHM Advisors to perform the Water Relaibility Study as presented.

PREPARED BY: Tom Jenny, Director of Public Works
Nick Sizeland, City Manager

June 19, 2024

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

Attention: Nick Sizeland, City Manager

Regarding: **Water Reliability Study and General Plan Update**
Proposal for Engineering Services

Dear Mr. Sizeland,

OHM Advisors (OHM) is pleased to provide this proposal for professional engineering services for the preparation of a Water Reliability Study and General Plan Update for the City of Grosse Pointe Park (City). The Study will assess the City's water distribution system to identify pressure or fire protection deficiencies under the existing, 5-year, and 20-year planning horizons. This information will be utilized to develop a comprehensive Capital Improvement Plan (CIP) and address requirements of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Safe Drinking Water Act (Act 399).

It is understood that the City desires to comply with the regulatory requirements and update its hydraulic water model. The hydraulic model will be used to efficiently address anticipated development and Act 399 permits within the City's service area. This Study will ultimately be used by the City to address high-priority asset needs that are critical to the City's infrastructure performance, hydraulic capacity, and planning for future capital and operating expenditures.

PROJECT UNDERSTANDING

The Study will address several EGLE required items. The Water Reliability Study focuses on planning for current and future water system demands. It addresses items listed under Part 12, Reliability, R 325.11203 and R 325.11204 of Act 399. The General Plan includes the hydraulic analysis of the system and addresses Part 16, R 325.11604 through R 325.11606.

The Reliability Study focuses on planning items including population and water demands for three separate planning periods (existing, 5-year, and 20-year). Average day, maximum day, and peak hour water demand must be calculated for the three planning periods. In addition, fire protection needs must be identified. In general, the Reliability Study documents the capacity of the existing system and compares that capacity to the existing and future needs of the system.

The General Plan includes the hydraulic analysis of the system and the hydraulic CIP items. The hydraulic analysis will include creation of pressure contour maps for the various water demand conditions for the three planning periods. Available fire protection must also be provided. Additionally, the City would like an analysis of an additional Great Lakes Water Authority (GLWA) master meter connection to improve fire protection flow rates around the Charlevoix St. area. A map of the system showing service boundaries, location of water system components, water main size, material, age, and the location of hydrants and valves will be developed. The final component of the General Plan is the hydraulic CIP items. The CIP must identify necessary system improvements for the 5-year and 20-year planning periods.

The City's water is purchased from GLWA through three master meter feeds, GK01, GK02, and GK03. The GLWA master meters are fed predominantly from the GLWA Water Works Park (WWP) water treatment plant. The City experiences high fluctuations in pressure at their source meters from GLWA.

SCOPE OF SERVICES

The objective of OHM Advisors' proposed scope of services is to prepare a plan with the aforementioned requirements as it relates to the City's water system. The following scope of services is proposed for the City's consideration:

Task 1: Project Initiation and Data Review
Under this task, OHM will initiate the project and obtain necessary information to proceed with the analysis.

Specific work efforts include:

- Organize and attend a kick-off meeting with City staff to review project goals, objectives, and project schedule.
- Collect and review existing water system studies, system information, and planning information, including the following:
    - Updated Water system GIS data (including water main break data)
    - Planning information, including planned developments
- Collect water billing data to perform demand calculations, identify top users, and distribute demands appropriately throughout the model.
- Confirm desired fire protection rates and zoning information.
- Review status of the water system data and identify information to be updated.

Task 2: Planning and Demand Projections
Under this task, OHM will evaluate and analyze updated population and consumption data. OHM, with the assistance of City staff, will compile updated planning data that will be used in the creation of water system demand projections. Under this task, OHM will assemble, evaluate, and analyze water demand and water system capacities to determine the sufficiency of the water system to meet existing and future needs. This effort includes an analysis of the existing system and its ability to meet existing and future demands. OHM will use existing data to determine the City's average day, maximum day, and peak hour demands. Five-year and twenty-year demands will be scaled based upon population projections and information collected based on the City's land use plan and anticipated development plans. It will also be necessary to analyze water billing records, which are needed to determine water loss within the system, provide a breakdown of water use by different customer classes, and to identify the top water users in the system. We assume that billing record data will be available for these calculations.

Specific work efforts include:

- Compile and report the planning data as required by the provisions in Act 399. These items include the following:
    a. Organize and attend a meeting with City staff to discuss future growth plans.
    b. Estimate current, 5-year, and 20-year population based upon SEMCOG population projections, anticipated developments, and City input.
    c. Quantify number of service connections and annual usage totals for each customer class as determined by the public water supply.
- Compile and report the water production and consumption data for current, 5-year, and 20-year planning periods. These items include the following:
    a. Present and projected average daily demands.
    b. Present and projected maximum daily demands.

c. Present and projected peak hourly demands.
d. Present and projected fire flow demands.
e. Basis for demand projections.
f. Monthly and annual water billed.

- Identify top users within the system and estimate average annual demand usage.
- Analyze non-revenue water.

Task 3: Hydraulic Model Improvement

OHM is in possession of the City's current hydraulic model built in Innovyze' s InfoWater software. OHM recommends a model rebuild utilizing the City's updated GIS information. The existing model will be referenced for the update.

Updated water demands, operating criteria, and elevation data will be input into the water model to simulate pressures and available fire protection under current conditions. Operational criteria will be obtained from the City. It is important that these operating set points be properly input into the water system model. The model will then be calibrated based on hydrant flow testing performed as part of this project. OHM will provide suggested hydrants for testing and will assist the City with the testing. One day of field work is included in this proposal. As the City is a GLWA customer, hydrant flow testing should occur outside summer months.

Updated water demand scenarios for, average daily, maximum daily, and peak hour for existing, 5-year, and 20-year planning periods will be created in the hydraulic model under this task utilizing the data gathered during Task 3.

As part of the General Plan requirements, maps displaying the water service district boundaries will be provided along with a map displaying water main size, material, and age. Hydrants and valves and other water system components will also be mapped.

Specific work efforts include the following:

- Rebuild the City's existing water model with updated GIS data.
- Develop a steady state model scenario for the City's average day demand, maximum day demand, and peak hour demand for existing and future planning periods.
- Identify hydrants to be flow and pressure tested.
- Assist City with hydrant testing.
- Calibrate model.
- Create General Plan map.

Task 4: Hydraulic Analysis

Once the model has been updated and calibrated, it will be used to determine anticipated system pressures during average day, maximum day, and peak hour demands for existing and future conditions. Available fire protection during a maximum day demand period will also be assessed. Deficiencies in pressure or areas of less than desired fire protection will be identified for existing and future conditions. EGLE requires that a minimum pressure of 35 psi be maintained throughout the system during normal demand conditions, including peak hour demands.

The model will also be run to assess the impacts of an additional GLWA master meter connection to determine if further exploration of an additional connection should be considered by the City.

OHM will meet with City staff after the model has been analyzed for existing and future conditions. Proposed water system improvements to improve existing and future pressure concerns (either too low or too high) and fire protection concerns will be reviewed. Once the improvements are identified and agreed to with the City, the model will be updated to include those improvements. The agreed upon improvements will be incorporated into the model and pressure and fire protection maps will be updated for the 5-year and 20-year future projections.

Specific work efforts include the following:

- Perform pressure and fire protection model analyses for existing and future scenarios and identify improvements needed to address deficiencies identified.
- Assess the impact of a GLWA master meter connection.
- Meet with the City to review system deficiencies and recommended capital improvements.
- Create pressure and fire protection maps summarizing the model results.

Task 5: Capital Improvement Plan

OHM will develop a short term and long-term Capital Improvement Plan based on the recommendations from the Study as well as on input from the City on applicable projects. A map showing proposed projects will be created and conceptual cost opinions will be developed.

Task 6: Water Reliability Study and General Plan Report

As part of this task, a report will be generated for submission to EGLE, including the findings, results, and conclusions from the above outlined tasks. OHM will meet with the City to review the findings and recommendations from the report.

ASSUMPTIONS AND CLARIFICATIONS

The above-listed scope of services was prepared with the following assumptions:

- The City will provide the water system documentation necessary for model analysis. During model updates and calibration, connectivity will be assumed at all intersections unless other data is provided.
- The City will provide billing record data.
- The City will perform hydrant flow and pressure testing with observation from OHM Advisors' field staff.
- One day of field work was budgeted for this project. If during model calibration additional field verification is identified to sufficiently calibrate the model then a change order may be required.
- The City will provide a complete and updated GIS database. The GIS database should be populated with water main diameters, age, and material (as applicable). If the City is aware that their GIS requires updates, then it is recommended to update prior to this project or have OHM review the status and determine a more accurate estimated budget for this effort.

SCHEDULE

Assuming authorization by July 23, 2024, OHM Advisors proposes to submit the final report deliverable to the City and EGLE no later than January 30, 2025. This duration is based on the City's ability to perform hydrant flow tests in September 2024. If GIS updates are necessary, then an extension of the project may be necessary. Additionally, this duration also depends on timely responses from the City when information requests are verbally or formally submitted. As outlined in the Scope of Services, ongoing involvement is needed from the City to maintain task progress and schedule.

FEE SCHEDULE

OHM Advisors propose to provide the above-outlined professional engineering services for an hourly, not-to-exceed fee of $44,800 and would not exceed that total amount without further authorization. The following is an approximate breakdown of the work by main task:

Task 1 – Project Initiation and Data Review	$	4,400
Task 2 – Planning and Demand Projections	$	6,600
Task 3 – Hydraulic Model Improvement	$	10,300
Task 4 – Hydraulic Analysis	$	11,300
Task 5 – Capital Improvement Plan	$	2,500
Task 6 – Water Reliability Study and General Plan Report	$	9,700
Total	**$**	**44,800**

SERVICES NOT INCLUDED

The following tasks are not included in this proposal but can be provided on a time-and-materials basis upon the request of the City.

- Additional field verification or assistance
- GIS data collection or updates to existing GIS

OHM Advisors thanks you for the opportunity to provide professional engineering services to the City. If there are any questions, please contact us directly. Should you find our proposal acceptable, please sign the authorization page below and return a copy of this signed proposal to us for our file.

Sincerely,
OHM Advisors

Patrick M. Droze, P.E.
Principal

attachment: OHM Terms & Conditions
OHM Public Hourly Rates

City of Grosse Pointe Park
Water Reliability Study and General Plan Update

Accepted by: _____

Printed Name: _____

Title: _____

Date: _____

OHM Advisors®
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com

Professional Engineer IV / Architect IV / Senior Interior Designer IV	$200.00
Professional Engineer III / Architect III / Senior Interior Designer III	$182.00
Professional Engineer II / Architect II / Senior Interior Designer II	$168.00
Professional Engineer I / Architect I / Senior Interior Designer I	$156.00
Project Specialist III	$185.00
Project Specialist II	$165.00
Project Specialist I	$135.00
Graduate Engineer IV	$158.00
Graduate Engineer III	$150.00
Graduate Engineer II	$145.00
Graduate Engineer I	$135.00
Graduate Architect III / Landscape Architect III / Interior Designer III	$145.00
Graduate Architect II / Landscape Architect II / Interior Designer II	$128.00
Graduate Architect I / Landscape Architect I / Interior Designer I	$118.00
Technician IV	$153.00
Technician III	$135.00
Technician II	$120.00
Technician I	$102.00
Engineering / Architectural / Interior Design Aide	$80.00
Professional Surveyor III	$175.00
Professional Surveyor II	$162.00
Professional Surveyor I	$146.00
Graduate Surveyor	$132.00
Surveyor III	$135.00
Surveyor II	$120.00
Surveyor I	$105.00
Surveyor Aide	$80.00
Planner IV	$170.00
Planner III	$153.00
Planner II	$129.00
Planner I	$110.00
Planner Aide	$75.00
Graphic Designer	$125.00
Administrative Support	$95.00
Clerical Aide	$80.00
Principal	$235.00
Sr. Associate	$215.00
Associate	$205.00

Rates as reflected subject to review and adjustment on an annual basis.
2024 Public Rates 23-1219

TERMS & CONDITIONS

1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.

2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
   a. Provide access to the project site to allow timely performance of the services.
   b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
   c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.

3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.

4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.

5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.

7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.

8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.

9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to $25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.

10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.

11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.

12. GOVERNING LAW. The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.

13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.

14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.

15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.

19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.

20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.

21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.

22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.

23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.

24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.

25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.

26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

CITY COUNCIL MEETING

DATE: July 8, 2024

SUBJECT: Recognition of Donation

SUMMARY:
There is a motion before the City Council to amend the FY2025 General Fund revenue and Public Safety expenditure budget. The request is to amend the revenue budget to recognize a donation from Mr. Paul Lavins in the amount of $6,500.00.

We are making a request for approval from the City Council to send Director Jim Bostock and Lieutenant Colin Connaire to the 2024 International Association of Chiefs of Police Conference to be held in October in Boston.

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

We are requesting you to recognize the donation as revenue and to appropriate the funds to the Public Safety Training and Professional Development & Training budget account. This donation will offset costs associated with attending the conference.

FINANCIAL IMPACT: $6,500.00

RECOMMENDATION: Motion to approve FY 2024-2025 General Fund Budget Amendment in the amount of $6,500.00 and accompanying resolution.

PREPARED BY: James Bostock, Director of Public Safety

STATE OF MICHIGAN

COUNTY OF WAYNE

CITY OF GROSSE POINTE PARK

Resolution to amend the FY2024-2025 General Fund Revenue & Public Safety Expenditure Budget

At a regular meeting of the City Council for the City of Grosse Pointe Park (the "Council"), held at City Hall located at 15115 E. Jefferson Ave, Grosse Pointe Park, MI 48230 at 7:00 p.m. on July 08, 2024, the following resolution was offered:

WHEREAS, the City Council approves and amends the FY2025 General Fund revenue budget by recognizing the individual donation from Mr. Paul Lavins in the amount of $6,500 to the Public Safety Department for the purposes of Chief Bostock and Lieutenant Connaire to attendance at the International Association of Chief's of Police (IACP) Conference to be held in Boston, Massachusetts in October 19-22 of 2024; and,

WHEREAS, the City of Grosse Pointe Park City Council approves and amends the FY2024-2025 Public Safety Department's expenditure budget in the Professional & Developmental account in the amount of $6,500; and,

NOW, THEREFORE BE IT RESOLVED, that the City Council of Grosse Pointe Park hereby approves by adoption of this resolution, authorizing the Finance Director to amend the FY2024-2025 General Fund revenue and the department's expenditure budgets by recognizing the revenue donation from Paul Lavins in the amount of $6,500 and the department's Professional Development expenditure account in the same amount of $6,500 for attendance of the IACP.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on July 08, 2024, at 7:00 p.m., the following roll call vote was taken:

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

NAYS:

Motion Carried Unanimously

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

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

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

_____
Bridgette Bowdler, City Clerk
City of Grosse Pointe Park