



## AGENDA - City Council

DATE: August 12, 2024 7:00 PM City Council Chambers

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- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Approval of Consent Agenda
  - I. Approval of July 8, 2024, Minutes
  - II. Committee & Commissions Report
  - III. Approve FY 2025 Vehicle Purchase
  - IV. Approve Elevator Repair Quote
  - V. Authorize Opiate Litigation Settlement Participation
  - VI. Appointments to Conference of Eastern Wayne
  - VII. City Travel & Training Policy Adoption
  - VIII. Approval of Invoices over \$5,000
- V. Public Comment (Agenda Items)
- VI. Approval of Regular Agenda
- VII. Managers' Report/Public Safety
- VIII. Unfinished Business
- IX. New Business
  - I. Approval of Sewer CCTV Bid
  - II. Approval of Repair and Equipment Replacement to Childrens Pool
  - III. Approval of Front Counter Glass Installation
  - IV. Ordinance #243
  - V. 2024 State of the City
  - VI. Council Comment
- X. Public Comment (Non-Agenda Items)
- XI. Closed Session - Pursuant to MCL 15.268(h)
- XII. Adjournment

**Public Comment:** Public Comments are limited to three minutes.

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



CITY OF GROSSE POINTE PARK, MICHIGAN  
MEETING OF THE CITY COUNCIL  
July 8, 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**

**24-62**

Motion by Councilmember Wiener, seconded by Kolar, to approve the consent agenda for July 8, 2024. The following items are included:

- I. Approval of June 10, 2024, Minutes
- II. Committee & Commissions Report

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

**NAYS:** None

Motion Carried Unanimously

**24-63**

Moved by Councilmember McMillan, seconded by Mayor Pro-Tem Caulfield, to approve to go into Zoning Board of Appeals.

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

NAYS: None

Motion Carried Unanimously

**Open Public Hearing**

1 Public Comment

**Close Public Hearing****24-64**

Motion by Councilmember Kolar, seconded by Councilmember Dreaver to approve the exception request to install a front-yard fence on their property 15800 Jefferson. 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.

AYES: Councilmembers Kolar, Dreaver, and Mayor Hodges

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

Motin Denied

**24-65**

Motion by Councilmember Wiener, seconded by Councilmember McMillan, to approve to adjourn Zoning Board of Appeals and reopen as City Council at 7:34pm.

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

NAYS: None

Motion Carried Unanimously

**24-66**

Motion by Councilmember Kolar, seconded by Councilmember Gallagher, to approve to suspend public comment requirements for this Council Meeting so items not on the agenda can be discussed during the 1<sup>st</sup> public comment period.

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

NAYS: None

Motion Carried Unanimously

**24-67**

Motion by Councilmember McMillan, seconded by Mayor Pro-Tem Caulfield, to approve that this body require the administration to prepare a risk reduction plan that includes an internal assessment as well as the identification of third parties to assist and produce proposed solutions for the purpose of optimizing the City of Grosse Pointe Parks firefighting capacity no later than August of 2024.

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

NAYS: None

Motion Carried Unanimously

**PUBLIC COMMENT (AGENDA ITEMS)**

6 public comments were made.

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

**NEW BUSINESS:****24-68**

Moved by Councilmember Wiener, seconded by Councilmember Gallagher, to approve Nickel & Saph Inc's insurance proposal for 2024/2025 General Liability and Property Insurance Renewal not to exceed \$335,502.

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

NAYS: None

Motion Carried Unanimously

**24-69**

Moved by Councilmember Wiener, seconded by Councilmember Kolar, to award the proposal from OHM Advisors to perform the Water Reliability Study as presented not to exceed \$44,800.

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

NAYS: None

Motion Carried Unanimously

**24-70**

Motion by Councilmember Gallagher, seconded by Councilmember McMillan, to amend the FY2025 General Fund revenue and Public Safety expenditure budget to recognize a donation from Mr. Paul Lavins in the amount of \$6,500.00.

Motion by Councilmember Gallagher, seconded by Councilmember McMillan, to approve FY 2024/2025 General Fund Budget Amendment in the amount of \$6,500.00 and accompanying resolution.

**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 Chiefs 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: None

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 8<sup>th</sup> day of July 2024.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 8<sup>th</sup> day of July 2024.

\_\_\_\_\_  
Bridgette Bowdler, City Clerk  
City of Grosse Pointe Park

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

NAYS: None

Motion Carried Unanimously

## **24-71**

Motion by Councilmember Gallagher, seconded by Councilmember Kolar, to approve language for short term rentals on ballot.

AYES: Councilmember Gallagher

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

Motion Denied

### **COUNCIL COMMENT:**

-Councilmember Kolar commented on the following: Farmers Market, thank you to the community. We've been having it for 4 weeks now, were up to almost 40 vendors and the feedback has been amazing.

-Councilmember Gallagher commented on the following: Language on Ballot for budget. Language on Ballot for short term rentals.

-Mayor Pro-Tem Caulfield commented on the following: Challenges the Council and Administration to better communication, follow-ups, process, and accountability.

-Councilmember Wiener commented on the following: Infrastructure meeting this past month, put together the State of the Infrastructure statements in packet and will also be on the website. Just trying to keep the residents informed.

-Councilmember McMillan commented on the following: \$4 million in grants for this calendar year that this administration has brought in collectively. That is something to be commended for. Also, a reminder on branch/stick pick-up, it is the first full week of the month.

-Mayor Hodges commented on the following: State of the City address is rescheduled for August. New playscape ribbon cutting on July 11<sup>th</sup> at 6pm, please come out and celebrate. Gold star to Public Works Director Tom Jenny.

### **PUBLIC COMMENT (NON-AGENDA ITEMS)**

0 Public Comments were made.

### **ADJOURNMENT**

Motion by Councilmember McMillan, seconded by Councilmember Wiener, 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 10:19 p.m.

Bridgette Bowdler - City Clerk

Danielle Caudill- Deputy City Clerk

## **Grosse Pointe Park Infrastructure General Updates and Status Report August '24:**

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

### **Fire Hydrant Flushing, Painting and Servicing Painting District 4**

Notices have been going out about citywide hydrant flushing and testing that is currently being conducted and should be completed by the time of this update. As hydrants are tested any pressing service requirements are addressed.

Furthermore, the change to the wood chipping schedule has freed up DPW personnel which has allowed a more aggressive schedule for fire hydrant painting and servicing. Per the new district map driven preventative maintenance schedule district 4 (the maps are available on the infrastructure page) has had the fire hydrants repainted. When you observe a newly bright red hydrant, not only does that mean it has been repainted, but it also receives preventative maintenance servicing.

### **Road Paving**

The road resurfacing projects on Charlevoix is currently underway and is proceeding to schedule, with completion anticipated approximately at the end of July beginning of August.

The Middlesex road resurfacing is underway and proceeding to schedule.

The Beaconsfield 1100 block and Wayburn 1300 block alleyways will begin repaving at the end of July.

### **Water Main Work and Townhall**

Fliers regarding the Beaconsfield Water Main and lead service line work are being sent out.

There was a townhall for impacted residents on Wednesday July 31 5-6pm in city hall, explaining the project, specifics on the excavating and construction, scheduling and how it may impact residents as well as a thorough town hall. The presentation included a thorough PowerPoint presentation which also included the scheduling forecast, and this is now available on the [city infrastructure website](#).

The Beaconsfield project, is beginning in August.

The Defer Loop installation is on track to begin and be completed during August before the start of school.

The Maumee Water Main replacement is expected to commence in September

### **Side Walk Repair**

Numbers have been returned to the city and it appears to fall within expectations and allocated funds. Notifications are being prepared for impacted residents and the work is expected to begin in August.

### **Sewer Scoping Cleaning**

Bidding has come in and the city has received favorable numbers and will be proceeding with a new contractor, with the annual cleaning and scoping to begin in the coming months.

### **Charlevoix Street Scape Project Grant Award**

The TIFA has been awarded a grant by SEMCOG for the Charlevoix streetscape project. This is a plan to redo the streetscape of the Charlevoix business district, improving safety, walkability and aesthetics, among other things. The grant award was \$1.8 million dollars, higher than the initial application and is an excellent development not only for the Charlevoix businesses but for all of Grosse Pointe Park.



## CITY COUNCIL MEETING

DATE: August 12, 2024

**SUBJECT:** Approve FY 2025 Vehicle Purchase

**SUMMARY:** The 2025 Fiscal Year budget included funding for the purchase of the following vehicle and equipment to be used for Public Safety operations. All purchases are to be completed through the State MiDeal cooperative government purchasing program. Attached for your review is the quote for the applicable vehicle and unfitting with specialized police equipment and graphics.

**Public Safety Ford F-150 Super Crew 4x4 Police Responder Pickup** - Included in the capital improvement plan was the scheduled replacement of the department's 2018 Ford Explorer which is past its useful service life for public safety purposes. The addition of a pick-up truck adds versatility and reliability, making it a valuable asset for the wide range of operations and enhancing our ability to serve and protect the community effectively.

**FINANCIAL IMPACT:** Sufficient funds were budgeted in the FY 2025 Fiscal Year in the amount of \$70,000. The attached quote from Lunghammer Ford includes a tonneau cover which will not be purchased at this time.

| Vendor             | Amount        | Budget Line     | Total               |
|--------------------|---------------|-----------------|---------------------|
| Lunghammer Ford    | \$ 50,183.000 | 101.300.970.000 | \$ 50,183.00        |
| Canfield           | \$ 19,039.72  | 101.300.970.000 | \$ 19,039.72        |
| Majik Graphics     | \$ 685.00     | 101.300.970.000 | \$ 685.00           |
| <b>Grand Total</b> |               |                 | <b>\$ 69,907.72</b> |

**RECOMMENDATION:** Motion to approve the purchase of the vehicle and equipment as presented.

**PREPARED BY:** James Bostock, Director of Public Safety



March 18, 2024

City of Grosse Pointe Park  
Attn: Sgt. Stephen Thiel  
15115 E. Jefferson  
Grosse Pointe Park, MI 48230-1399

Dear Sgt. Stephen Thiel:

Price on 2024 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

**2024 Ford F150 Super Crew 4x4 Police Responder Pickup** **\$51,583.00 ea**

Service Contract: 36,000 miles or 36 months factory bumper to bumper warranty and 100,000 miles or 60 months powertrain warranty.

**Delivery date: Approximately 90-120 days ARO.**

**Order Cutoff Date: TBD.**

**Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.**

**Payment requirements:** All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. An \$8.00 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

**If you have any questions please call me, 888-92-Fleet (888-923-5338).**

Respectfully Submitted,

*Bill Campbell*

Bill Campbell  
Government & Fleet Sales

# 2024 F-150 Police Responder Super Crew

## Major Standard Equipment

### MODEL/SERIES/AVAILABILITY

- Pursuit Rated Model
- 3.5L V6 EcoBoost® 4x4 145" WB

### MECHANICAL

- Two-Speed Automatic Torque on Demand 4WD with Neutral Towing Capability (Includes 4A mode for Set and Forget)
- Alternator – 240 amp
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver)
- Electric Parking Brake
- Electronic Ten-Speed Automatic Transmission with Selectable Drive Modes: Normal/Tow-Haul/Snow-Wet/EcoSelect/Sport
- Engine Hour Meter
- Engine Idle-Hour Meter
- Fail-Safe Cooling
- Jack
- Electronic Parking Brake
- SelectShift® Automatic Transmission with Progressive Range Select
- Shock Absorbers, Gas – Heavy-Duty, Front
- Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate
- Upgraded Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion

### EXTERIOR

- Badges – Tailgate
- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – integrated with Center High-mounted Stop Lamp
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- F-150 Fender Badge
- Fuel Tank – Standard Range 26 Gallon
- Fully Boxed Steel Frame
- Grille – Black Two Bar Style with Black Nostrils and Black Surround
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks – Pickup Box Tie-Down, four (4)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Power Glass with Black Skull Caps
- Power Tailgate Lock
- Spare Tire Carrier – Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate – removable
- Tires – LT265/70R 18 BSW (A/T)
- Trailer Sway Control
- Trailer Towing – 4-pin/7-pin wiring, Class IV trailer hitch receiver
- Wheels – 18" Steel Wheel
- Wipers – Intermittent speed

### INTERIOR/COMFORT

- 1st Row Power Windows
- 2nd Row Power Windows
- 4" Productivity Screen in Instrument Cluster
- 12" Center-stack Screen Touchscreen w/Audio Controls
- Air Conditioning Registers – Black Vanes with Chrome Knob
- Black Vinyl Floor Covering
- Cruise Control
- Center Console Mounting Plate
- Red/White Task Lighting in Overhead Console
- Fade-to-Off Interior Lighting
- Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
- Horn – Dual-Note
- Illuminated Entry

- Manual Air Conditioning, Single Zone
- Outside Temperature Display
- Power Door Locks
- Powerpoint (2) 12V – Front
- Rear Driver-side/Passenger-side Solar Tint
- Rear-window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plate, Driver and Front-Passenger Doors
- Seat, Front
- Police-grade heavy-duty cloth 40/blank/40 with reduced bolsters
- 8-Way power driver/manual passenger
- Built-in steel intrusion plates in both front-seatbacks
- Seat, Rear – Vinyl, 60/40 flip-up split seat with elongated cushion
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Visor, Driver Side; Visor with Mirror, Passenger-Side

### SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags
- Autolock
- Door Lock Cylinders (Front Driver/Passenger door)
- Fixed LED Headlamps
- Illuminated Entry
- Rainlamp Wiper Activated Headlamps
- Police Perimeter Alert detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
- SOS Post-Crash Alert System™
- Simple Fleet Key – (Inner-milled, w/o microchip, easy to replace; 4-keys)
- Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support) Note: Includes unique one-touch temporary disable switch for Law Enforcement use.
- Tire Pressure Monitoring System (TPMS) Note: F-150 Police Responder was designed and developed to meet the same federal fuel system crash standards as retail vehicles and other manufacturers' police vehicles. Ford Police Interceptors are the only vehicles on the market designed for the 75 mph rear-impact crash test.

### DRIVER ASSIST TECHNOLOGY

- Autolamp – Auto On/Off Headlamps
- Rear View Camera with Dynamic Hitch Assist
- Reverse Sensing System
- Hill Start Assist
- SYNC® 4

### FUNCTIONAL

- AM/FM Stereo – 6 speakers
- BLIS
- Dark Car
- Fleet Telematics Modem
- Rear power lug located underneath rear seat to accommodate Police upfitting; One (1) 80-amp battery ground circuit
- Police Engine Idle

### FX4 OFF-ROAD PACKAGE

- 3.31 Electronic-locking rear-axle
- Hill Descent Control™
- Off-Road tuned front shock absorbers
- Skid plates: fuel tank, transfer case and front differential

### WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper **POWERTRAIN CARE EXTENDED SERVICE PLAN**
- 5-Year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

## Responder 150A Crew Cab 5.5 Ft. Box 145" WB

**[x] Base Price W1P 4x4** (3.5L V6 EcoBoost™ engine 7000 GVWR 2030 PAYLOAD) 998/44G **\$48,248.00**

### Available Options

|                                                                                                                                                                                                                                                                                     | Option Code        | Price          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------|
| <b>[ ] Interior Upgrade Package</b>                                                                                                                                                                                                                                                 | <b>19A/47R</b>     | <b>810.00</b>  |
| <ul style="list-style-type: none"> <li>• Floor Console without Shifter (Maintains Column Shifter)</li> <li>• Color-Coordinated Carpet w/Carpeted Floor Mats</li> <li>• Cloth Seats – Police-Grade, Heavy-Duty Cloth – Front and Rear</li> <li>• Floor Liner – Tray Style</li> </ul> |                    |                |
| <b>[ X ] Power Passenger Seat 8-Way</b>                                                                                                                                                                                                                                             | <b>61P</b>         | <b>300.00</b>  |
| <b>[ ] 18" Aluminum Wheels</b>                                                                                                                                                                                                                                                      | <b>64H</b>         | <b>485.00</b>  |
| <b>[ ] Trailer Brake Controller</b>                                                                                                                                                                                                                                                 | <b>67T</b>         | <b>280.00</b>  |
| <b>[ ] Badge Delete (Removes Rear Police Responder Badge)</b>                                                                                                                                                                                                                       | <b>41A</b>         | <b>N/C</b>     |
| <b>[ X ] Black Platform Running Boards</b>                                                                                                                                                                                                                                          | <b>18B</b>         | <b>255.00</b>  |
| <b>[ X ] Rear Window, Privacy Glass with Defroster</b>                                                                                                                                                                                                                              | <b>924</b>         | <b>100.00</b>  |
| <b>[ ] Power-Sliding Rear-Window (Includes Privacy Glass and Rear Defroster)</b>                                                                                                                                                                                                    | <b>435/924</b>     | <b>560.00</b>  |
| <b>[ ] Fog Lamps</b>                                                                                                                                                                                                                                                                | <b>595</b>         | <b>145.00</b>  |
| <b>[ ] Front / Rear Chrome Bumper with Fog Lamps</b>                                                                                                                                                                                                                                | <b>17C/595</b>     | <b>325.00</b>  |
| <b>[ ] Daytime Running Lights (Not Recommended for Police Use)</b>                                                                                                                                                                                                                  | <b>942</b>         | <b>45.00</b>   |
| <b>[ ] Engine Block Heater</b>                                                                                                                                                                                                                                                      | <b>41H</b>         | <b>90.00</b>   |
| <b>[ ] Mirrors Sideview Manual-folding, Power Glass with Heat, Turn Signal Auto-Dimming Feature (Driver's Side), High-Intensity LED Security Approach Lamps, LED Side-mirror Spotlights and Black Skull Caps</b>                                                                    | <b>54R/59S</b>     | <b>585.00</b>  |
| <b>Not Available with Spot Light Options.</b>                                                                                                                                                                                                                                       |                    |                |
| <b>[ ] Trailer Tow Mirrors Sideview Manual-folding, Manual Telescoping Power Glass with Heat, Turn Signal Auto-Dimming Feature (Driver's Side), High-Intensity LED Security Approach Lamps, LED Side-mirror Spotlights and Black Skull Caps</b>                                     | <b>54Y/59S/924</b> | <b>590.00</b>  |
| <b>Includes Rear Defroster with Privacy Glass (924)</b>                                                                                                                                                                                                                             |                    |                |
| <b>Not Available with Spot Light Options.</b>                                                                                                                                                                                                                                       |                    |                |
| <b>[ ] Rear-Door controls Inoperable (locks, handles and windows)</b>                                                                                                                                                                                                               | <b>17R</b>         | <b>180.00</b>  |
| Note: Can manually remove window or door disable plate with special tool                                                                                                                                                                                                            |                    |                |
| Note: Locks/windows operable from driver's door switches                                                                                                                                                                                                                            |                    |                |
| <b>[ X ] Lock system; Single Key/All Vehicles Keyed Alike (Not Compatible with Police Interceptor Utility Keyed Alike)</b>                                                                                                                                                          | <b>62B</b>         | <b>50.00</b>   |
| <b>Keyed Alike 1284x= 62B</b> <b>Keyed Alike 1294x= 62C</b> <b>Keyed Alike 0135x= 62D</b><br><b>Keyed Alike 1435x= 62E</b> <b>Keyed Alike 0576x= 62F</b> <b>Keyed Alike 0151x= 62G</b><br><b>Keyed Alike 1111x= 62J</b>                                                             |                    |                |
| <b>[ X ] Remote Keyless Entry w/4 Key Fobs (Must order for Remote Entry)</b>                                                                                                                                                                                                        | <b>67P</b>         | <b>350.00</b>  |
| <b>[ ] Remote Starter (Requires Remote Keyless Entry Option 67P)</b>                                                                                                                                                                                                                | <b>SIG</b>         | <b>575.00</b>  |
| <b>[ ] Front License Plate Holder</b>                                                                                                                                                                                                                                               | <b>153</b>         | <b>N/C</b>     |
| <b>[ ] Spray in Bedliner</b>                                                                                                                                                                                                                                                        | <b>ZBT</b>         | <b>650.00</b>  |
| <b>[ X ] Bed Liner – Plastic, Drop-in</b>                                                                                                                                                                                                                                           | <b>LUN</b>         | <b>450.00</b>  |
| <b>[ ] Rear Wheel Arch Liner</b>                                                                                                                                                                                                                                                    | <b>96L</b>         | <b>180.00</b>  |
| <b>[ ] Tonneau Pickup Box Cover – Soft Folding</b>                                                                                                                                                                                                                                  | <b>LUN</b>         | <b>790.00</b>  |
| <b>[ X ] Tonneau Pickup Box Cover – Hard Folding</b>                                                                                                                                                                                                                                | <b>LUN</b>         | <b>1400.00</b> |
| <b>[ ] Tonneau Pickup Box Cover – Retractable</b>                                                                                                                                                                                                                                   | <b>LUN</b>         | <b>2400.00</b> |
| <b>[ ] Single LED Spot Lamps Unity</b>                                                                                                                                                                                                                                              | <b>59E</b>         | <b>405.00</b>  |
| <b>[ X ] Single LED Spot Lamps Whelen</b>                                                                                                                                                                                                                                           | <b>59F</b>         | <b>430.00</b>  |
| <b>[ ] Dual LED Spot Lamp Unity</b>                                                                                                                                                                                                                                                 | <b>59G</b>         | <b>635.00</b>  |
| <b>[ ] Dual LED Spot Lamp Whelen</b>                                                                                                                                                                                                                                                | <b>59J</b>         | <b>680.00</b>  |
| <b>[ ] Heated Dual Power Glass Mirrors (Only Available w/Spot Light Option)</b>                                                                                                                                                                                                     | <b>54R</b>         | <b>405.00</b>  |

### Extended Warranty Option's (\$0.00 Deductible) 100,000 Mile Coverage

**[ ] 5-Year Premium Care Warranty (500 Plus Components Coverage)** **2950.00**

Colors & Trim Availability:

| Exterior               |             | Interior<br>(Black/Med. Earth Grey)(PB) |
|------------------------|-------------|-----------------------------------------|
| Agate Black            | (UM)        | [ ]                                     |
| Oxford White           | (YZ)        | [ ]                                     |
| Vermillion Red         | (E4)        | [ ]                                     |
| <b>Carbonized Gray</b> | <b>(M7)</b> | <b>[ X ]</b>                            |
| Antimatter Blue        | (HX)        | [ ]                                     |
| Iconic Silver          | (JS)        | [ ]                                     |
| Atlas Blue             | (B3)        | [ ]                                     |

**TOTAL \$ 51,583.00 ea**



**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

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

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

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

QUOTATION 1

|           |          |
|-----------|----------|
| QUOTE NO. | 166697   |
| DATE      | 07/29/24 |
| EXPIRES   | 05/08/24 |

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

GROSSE POINTE PARK MI 48230  
CONTACT: Sgt. Thiel

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

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

Furnish and install the following equipment into a  
2024 Ford F150

Westin

1 Push Bumper Center Section  
\*Includes two side facing V-IONS  
\*Includes two front facing ION Red / Blue  
\*Blue mounted on the driver side  
\$1,814.58

Whelen

1 LIN V-Series LED Under Mirror Beams Red / Blue  
\*Installed to manufacture specs, Blue on passenger side  
\$418.09

Whelen

1 Dual Avenger II LED Light  
\*Mounted in the windshield passenger side

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**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

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

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

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

**QUOTATION 2**

|                  |                 |
|------------------|-----------------|
| <b>QUOTE NO.</b> | <b>166697</b>   |
| <b>DATE</b>      | <b>07/29/24</b> |
| <b>EXPIRES</b>   | <b>05/08/24</b> |

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

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

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

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

**\$401.21**

**Whelen**

**1 54" Legacy DUO Lightbar with Take-Downs  
1 Vehicle Interface Harness  
1 Vehicle Specific Hook Kit  
1 Core Siren / Lighting Controller  
\$3,991.06**

**Whelen**

**1 Red ION Series LED  
1 Blue ION Series LED  
\*Mounted on the rear doors  
\*Red on driver side  
\$202.50**

**Whelen**

**2 BLUE/RED Vertex Series LED  
\*Mounted in the reverse light housing**

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**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

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

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

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

**QUOTATION 3**

|                  |                 |
|------------------|-----------------|
| <b>QUOTE NO.</b> | <b>166697</b>   |
| <b>DATE</b>      | <b>07/29/24</b> |
| <b>EXPIRES</b>   | <b>05/08/24</b> |

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

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

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

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

**\$202.50**

**Whelen**

**1 Red T-ION Series LED  
1 Blue T-ION Series LED  
\*Mounted on the rear bumper  
\*Red on driver side  
\$202.50**

**Setina**

**1 Single Prisoner Transport System  
1 10VS RP Coated Poly Partition  
1 Cargo Deck Upper Assembly  
1 Single Seat Replacement  
1 Radio / Equipment Box  
1 Dual Gun Rack  
\$4,282.40**

**Havis**

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**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

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

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

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

**QUOTATION 4**

|                  |                 |
|------------------|-----------------|
| <b>QUOTE NO.</b> | <b>166697</b>   |
| <b>DATE</b>      | <b>07/29/24</b> |
| <b>EXPIRES</b>   | <b>05/08/24</b> |

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

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

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

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

1 30" VS Center Console  
1 Adjustable Arm-Rest  
1 Dual Cup-Holder  
2 Magnetic Mic Clips  
1 Dual USB Charger Port  
\$1,212.49

Havis  
1 Motion Device for computer  
1 Adjustable Pole  
\*Installed on the console  
\$457.28

Havis  
1 Charge Guard Timer  
\*Wired to CPU Dock and Modem  
\*Set for 1 hour  
\$89.00

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**CANFIELD  
EQUIPMENT  
SERVICE, INC.**

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

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

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

**QUOTATION 5**

|                  |                 |
|------------------|-----------------|
| <b>QUOTE NO.</b> | <b>166697</b>   |
| <b>DATE</b>      | <b>07/29/24</b> |
| <b>EXPIRES</b>   | <b>05/08/24</b> |

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

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

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

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

**Panorama**

**1 Multi-Band Antenna  
\*Mounted behind the lightbar  
\$346.81**

**Teq**

**2 E06-WS00-1 LED Dome Lights  
\*installed in prisoner area  
\*wired to Cantrol  
\$66.70**

**SOUND OFF**

**1 Vehicle specific taillight flasher  
1 Vehicle specific headlight flasher  
\$132.60**

**Canfield**

**1 Installation Labor / Shop Supplies / Power Distribution  
\$5,220.00**

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

**Customer PO \_\_\_\_\_ Dealer Code \_\_\_\_\_  
Authorized Signature \_\_\_\_\_**

|            |                  |                  |
|------------|------------------|------------------|
|            |                  |                  |
|            |                  |                  |
|            |                  |                  |
| <b>EST</b> | <b>SUB TOTAL</b> | <b>19,039.72</b> |
| <b>EST</b> | <b>SALES TAX</b> | <b>0.00</b>      |
|            | <b>EST TOTAL</b> | <b>19,039.72</b> |



19751 15 Mile Rd. Clinton Township, MI 48035

586.792.8055

fax 586.792.8056

email: majikmarci@yahoo.com

www.majikgraphics.com

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Grosse Pointe Park Public Safety Department  
15115 East Jefferson Ave.  
Grosse Pointe Park, MI 48230

Attn: Sgt. Stephen Thiel

Please accept this quote for producing and applying the graphics on one fully marked Ford F-150 patrol unit. . Quote will include all design, material, installation and life of vehicle warranty on the material and installation. Installation will be done at our location. Material will all be all printed reflective material to include lettering, striping, shields and numbers. Please let me know if you have any questions or if you need anything else from me. Thanks for the opportunity to quote on your project!

Quote: \$685.00

Sincerely,

Marcetta M. Hurst  
Marcetta M. Hurst  
President  
Majik Graphics, Inc.



## CITY COUNCIL MEETING

DATE: August 12, 2024

---

**SUBJECT:** Approve Elevator Repair Quote

**SUMMARY:** After a review by the State of Michigan Bureau of Construction Codes Elevator Section there were certain deficiencies found within the City Hall Elevator that must be corrected for compliance. The City must use a qualified elevator contractor for corrections. The City has worked with MEI and is satisfied with their attention to detail and sufficient work they provide when called upon.

**FINANCIAL IMPACT:** The City budgeted under General Government (Maintenance & Repair-Building) \$6,500 for MEI and an additional \$5,000 for other building repairs which will cover the \$8,026.40 cost.

**RECOMMENDATION:** Motion to Approve the Elevator Repair Quote from MEI

**PREPARED BY:** Nick Sizeland, City Manager

Date: 6/28/2024

QUOTE NUMBER: 25582 - Rev 1

Elevator Repair Agreement

**EQUIPMENT LOCATION:**

CITY OF GROSSE POINTE PARK  
15115 E. JEFFERSON  
GROSSE POINTE PARK, MI 48230

**SUBMITTED TO:**

CITY OF GROSSE POINTE PARK  
15115 E JEFFERSON AVE  
GROSSE POINTE PARK, MI 48230

**ELEVATOR DESCRIPTION:**

**Elevator ID:** MI28682

**Description:** ELEVATOR

**ATTN:**

---

**Type of Work: Repair**

This Repair Agreement ("**Agreement**") is proposed as of this 28th day of June, 2024 ("**Effective Date**") between MEI Total Elevator Solutions ("**MEI**"), and "**Customer**": CITY OF GROSSE POINTE PARK, 15115 E JEFFERSON AVE, GROSSE POINTE PARK, MI 48230. MEI and Customer are collectively referred to herein as the "**Parties**" or individually as a "**Party**". MEI proposes to furnish certain maintenance services to Customer as provided herein.

---

**Scope of Work:**

**MEI is providing this proposal to perform the following work:**

**PROVIDE TEAM OF MECHANICS TO ADDRESS VIOLATIONS LISTED BELOW**

**COVER HOLE AT TOP OF THE HOIST WAY COVERING DRAIN PIPE - WILL REQUIRE DRYWALL REPAIR WORK**

**CLEAN ELEVATOR PIT OF WATER AND DEBRIS - SCRAPE RUST OFF PIT CHANNELS - REPAINT PIT CHANNELS WITH RUSTPROOF PAINT**

Subject to the provisions of this Agreement, MEI will perform the work as described in this section. If Customer requests services not listed, Customer agrees to pay MEI for such additional work at MEI's then-current rates. The Work will be provided pursuant to the terms and conditions in this Agreement and MEI's Terms and Conditions (the "T&C").

---

**Price:**

**\$8,026.40**

Customer shall pay to MEI the amount of: **\$8,026.40** for the work performed per the Scope of Work as specified in Section 1 of this Agreement. The Fee is inclusive of any applicable sales tax at an estimated rate per the information provided by Customer at the time of Proposal. Any changes to tax rates due to circumstances beyond the control of MEI will remain the responsibility of Customer. The pricing in this Agreement is only valid for 45 days from the Effective Date listed above.

---

**Payment Terms:**

- Due upon completion; Net 30 days

If Customer fails or refuses to pay MEI all or any part of the Fees when due, MEI may use any remedy specified in the T&C. Invoices issued under this Agreement for additional work will be billed as the work is performed and are due and payable to MEI on a Net 30-day basis. If, at any time, the Work is terminated by either Party, MEI will issue a final invoice to the Customer. Customer agrees to immediately issue payment to MEI for all work completed up to the termination date.

---

**Agreement Terms**

The Term of this Agreement starts when fully executed by both Parties and terminates when the Work is performed by MEI and paid for by Customer. Notwithstanding the foregoing, if Customer has not made any preliminary payment required in Payment Terms within 15 days of signing this Agreement, MEI may terminate this Agreement upon notice to Customer, and without any liability to Customer.

Date: 6/28/2024

QUOTE NUMBER: 25582 - Rev 1

The provision of the Work and payment therefore is subject to, and Customer agrees to be bound by the T&C as published by MEI from time to time, a current copy of which is attached hereto. This Agreement: (i) may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement; (ii) is binding upon and inures to the benefit of MEI and Customer and their respective successors, transferees, or assignees; (iii) together with the T&C, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements, representations, communications and understandings, oral or written; and (iv) may not be amended except by a written agreement signed by both Parties. If there is a conflict between the terms of this Agreement, the Proposal and the T&C, the T&C shall govern and supersede the Agreement and the Proposal.

By signing this Agreement, Customer hereby applies for credit and affirms financial responsibility, ability and willingness to pay invoices in accordance with the terms of this Agreement as well as any additional work requested by the Customer which may be done outside this Agreement. The above information is warranted to be true and complete. Customer hereby authorizes MEI to verify and collect information on Customer, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. Customer agrees to pay: (i) a monthly finance charge equal to the maximum applicable state rate on all past due balances; and (ii) all costs of collection and attorney's fees incurred by MEI arising from any default by Customer under this Agreement. Customer agrees that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of MEI.

## Acceptance of Proposal

IN WITNESS WHEREOF, each Party represents that it has caused this Agreement to be executed by an authorized agent or representative who, on the date of such signing, has the necessary authority, corporate, municipal, or otherwise, to bind the Party. By signing below, Customer agrees to engage MEI to perform the Work in accordance with this Agreement and the T&C and agrees to pay for all Work.

**(CUSTOMER)**

Approved by Authorized Representative

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Customer Purchase Order: \_\_\_\_\_



Principal, Owner or Authorized Representative or Owner

Agent: \_\_\_\_\_  
(Name of Principal or Owner)

Accepted by:

**MEI Total Elevator Solutions**

Approved by Authorized Representative

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Joshua WhalenTitle: Account ManagerPhone: 248-378-5496Email: joshua.whalen@meiusa.com

**Date: 6/28/2024****QUOTE NUMBER: 25582 - Rev 1****MEI TERMS AND CONDITIONS ("T&C")**

**1. Purchase and Payment.** Pursuant to the applicable Repair Agreement, purchase order or quote (collectively, "Agreement"), Customer agrees to purchase the parts, machinery or equipment (collectively, "Product") or Work described in the Agreement. Except as defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. Customer agrees to pay all sums specified in the Agreement within 2 days of the due date, without any deduction or setoff. MEI reserves the right to add all applicable taxes as prescribed by law. Customer shall pay any and all of Customer's third-party vendor fees, such as, but not limited to accounts receivable / payable administrators. All credit card payments made by Customer may be subject to the addition of credit card processing fees. If customer elects to pay MEI by credit card, Customer agrees to these fees. Customer agrees to receive MEI's invoices electronically, and if Customer requires other delivery, shall pay MEI's then-current delivery fee.

**2. Standard Warranty.** MEI warrants that any new Product, including materials and equipment to be furnished as part of the Product or Work, shall be of good quality, in conformance with all legal requirements, and will be free from defects in material and workmanship for twelve (12) months from the date of installation (the "Standard Warranty"). Any refurbished parts, if available, carry a warranty that such parts shall be of good quality and free from defects in materials and workmanship for a period of ninety (90) days from installation. This Standard Warranty shall not apply to: (i) any Product that has been subject to misuse, misapplication, neglect (including without limitation improper maintenance and storage), accident, improper installation, modification (including without limitation use of unauthorized parts of attachments), adjustment or repair; or (ii) damage, loss, or diminution of or to any Product related to normal wear and tear, or usage of wear parts. (iii) damage caused by disasters such as fire, flood, wind, lightning, electrical surge or power outage; (iv) corrosion from exposure to liquids or atmospheres; (v) any parts or components installed or modified by a non-MEI mechanic after the completion of the Work; or (vi) Customer's failure to properly clean or care for the Product after completion of the Work. Notwithstanding any contrary provision or agreement, MEI's maximum liability for Products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the Product at issue, or the parts thereof.

**3. Repair Terms and Conditions.** Customer shall: (i) cooperate with MEI in all matters relating to the Work, and respond promptly to MEI's request to provide direction, information, approvals, authorizations and decisions; and (ii) obtain and maintain all necessary permits related to the equipment; and provide all wiring prints and diagrams and a copy or version of the controller software. Customer agrees to provide MEI with full immediate access to all areas of Customer's facility in which the elevator(s) and associated equipment is located in order to perform the Work in the Agreement. Failure to provide such access will result in the Fees being earned and payable by Customer, even if the applicable Work is not completed. Customer shall provide a clear and accessible machine rooms(s) and elevator pit area(s) for the Work to be completed. The machine room and elevator pits must be free from water, debris and stored materials. MEI is not responsible or liable for personal injury or property damage due to the action or failure of any part of the elevator equipment during testing. If subsequent repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be proposed at additional cost under separate work order. Any testing of emergency/standby power systems that require immediate completion will be billed at current charge out rates and in addition to the Repair Fee.

**4. Limitations.** Unless directly resulting from MEI's gross negligence or willful misconduct, nothing herein or in the Agreement shall be construed to mean that MEI assumes any liability for any accidents or injury to persons or property. Customer retains all liability and responsibility for accidents or injuries to any person or property while riding on or being in or about the subject elevators or related equipment.

(a) **DAMAGES.** IN NO EVENT SHALL MEI OR ANY OF ITS EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, OWNERS, SUCCESSORS OR ASSIGNS BE LIABLE UNDER THE AGREEMENT OR THESE T&C TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **MAXIMUM LIABILITY.** EXCEPT WHERE A LIABILITY DIRECTLY RESULTS FROM MEI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WITHOUT LIMITING THE PROVISION OF SECTION 4(a), IN NO EVENT SHALL MEI'S AGGREGATE LIABILITY EXCEED, WITH RESPECT TO PRODUCTS OR SERVICES, THE GREATER OF: (I) \$25,000; OR (II) THE TOTAL AMOUNT PAID TO MEI PURSUANT TO THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The prior sentence limiting liability and damages is a material part of the Agreement, and MEI would not have sold the Product or provided the Services on terms as favorable to Customer as set forth in the Agreement.

(c) **EXCLUSIVE REMEDY.** CUSTOMER'S SOLE REMEDY WITH RESPECT TO PRODUCTS SHALL BE THE STANDARD WARRANTY, AND MEI'S SOLE LIABILITY SHALL BE COMPLIANCE WITH THE STANDARD WARRANTY.

**5. Indemnification.** Each Party (as "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its officers, managers, directors, employees, successors and assigns (collectively, "Indemnified Party") against all losses, damages, liabilities, claims, actions, judgments, settlements, awards, costs, or expenses of whatever kind, including reasonable attorneys' fees, actually incurred by Indemnified Party or actually awarded against Indemnified Party, resulting from: (i) breach or non-fulfillment of any representation, warranty or covenant under the Agreement by Indemnifying Party, its employees or agents; (ii) any negligent or more culpable act or omission of Indemnifying Party and its employees and agents (including without limitation reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; (iii) bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party, its employees or agents (including any reckless or willful misconduct); or (iv) any failure by Indemnifying Party to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Agreement. Notwithstanding the foregoing, MEI shall not be obligated to indemnify any Customer Indemnified Party if the loss or damage arises from or relates to breach of the Agreement by, or negligence or misconduct of, Customer or its employees, agents, managers, representatives or contractors.

**Date: 6/28/2024****QUOTE NUMBER: 25582 - Rev 1**

**6. Default.** An event of default ("Event of Default") under the Agreement or these T&C shall occur upon the occurrence of all or any one of the following events: (i) Customer does not pay any amount due to MEI under the Agreement; (ii) Customer ceases doing business as a going concern; (iii) Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (iv) Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (v) Customer shall default in the performance of any of its obligations arising under the Agreement, these T&C, any service schedule, or any other agreement between Customer and MEI, and such default is not cured within fifteen (15) days of MEI providing notice of same. MEI shall not be default of this Agreement unless and until Customer has notified MEI in writing of the alleged default, and MEI has had thirty (30) days to remedy the alleged default.

**7. Remedies.** Upon the occurrence of any Event of Default, MEI may at its option and without notice or demand, exercise all or any one of the following remedies: (a) upon written notice to Customer, terminate this Agreement and any other agreement between Customer and MEI; and/or (b) take additional action as may be appropriate to mitigate additional damages to MEI; The foregoing remedies are cumulative and may be exercised successively or concurrently.

**8. Assignment.** MEI may without the consent of Customer, assign MEI's rights and obligations under the Agreement, and may subcontract any portion of MEI's performance of the Agreement to a third-party. Customer may not assign the Agreement or otherwise transfer its rights or obligations under the Agreement to any third-party without the prior written consent of MEI. In the event of the sale, lease, assignment or other transfer of Customer's facility described herein, Customer agrees to disclose in writing to such successor the Agreement, and if all of Customers' obligations under the Agreement are not assumed in writing by such successor, Customer agrees to continue to be bound by the terms hereof.

**9. Governing Law; Venue.** The validity, construction and performance of the Agreement and these T&C shall be governed by and construed in accordance with the law of the state where the Services are performed, without reference to any choice of law principals, but the specific performance provisions and right of MEI to seek injunctive relief for Customer's breach of the covenants contained herein may also be enforced in any other state wherever such breach occurs, and in accordance with the laws of such other state, to the extent necessary to secure enforcement in such other jurisdiction.

**10. Force Majeure.** MEI shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: act of God, fire, flood, earthquake, terrorist act, national emergency, war, strike, lock-out, change in law, work stoppage or other labor difficulty, action or inaction of an independent third party utilized in providing the Services, or unavailability of materials.

**11. Waiver of Jury Trial.** Each Party agrees that any controversy that may arise under the Agreement, including schedules attached to the Agreement, is likely to involve complicated and difficult issues and, therefore, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement, or the transactions contemplated hereby.

**12. General Provisions.** The following sections of the T&C shall survive termination or expiration of the Agreement: 2, 3, 4, 5, 6, 7, 9, 10, 11, and 12. The relationship of the parties created by the Agreement is that of independent contractors and not partners, joint ventures, agents, or otherwise. No waiver by either Party of any right under, or breach of, any provision of the Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision or right. The Agreement these T&C: (i) are binding upon and inure to the benefit of MEI and Customer and their respective successors, transferees, or assignees; and (ii) constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, superseding all prior agreements, representations, communications and understandings, oral or written. A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement. The Agreement may not be amended or modified except by a written agreement signed by both Parties. In the event of a conflict between the main body of the Agreement and these T&C, these Agreement will take precedence, and shall supersede and be controlling over the T&C. By accepting delivery of the Products or Services, Customer is also agreeing to these T&C. Except for the money due upon an open account, no action may be brought for any breach of the Agreement or these Terms and Conditions more than one (1) year after the accrual of such cause of action. Customer agrees to receive invoices, notices and other communications under this Agreement at the address listed in the Agreement until Customer notifies MEI in writing of any changes in mailing address. Failure to notify MEI of any address changes does not change the delivery status of delivered invoices or other notices. Customer agrees to promptly notify MEI of any billing errors and understands that its failure to notify MEI does not change the due date or payment status of an invoice.

## NOTICE OF VIOLATION

State of Michigan  
Bureau of Construction Codes  
Elevator Section

**SERIAL # :** 028682

**COUNTY:** Wayne

**OWNER:**

**LOCATION:** 15115 Jefferson Avenue  
GROSSE POINTE MI 48230

**INSPECTION DATE:** 6/24/2024

**INSPECTOR:** Joseph Koerber

**TELEPHONE:** 586-961-7503

An inspection on the above serial number has been recorded as non-compliant. Please contact your elevator contractor and inform them of the violation notice. Upon correction of all violations, a licensed elevator journey person shall sign and date the notice and return to [elvsafety@michigan.gov](mailto:elvsafety@michigan.gov). Payment of a re-inspection invoice is required for violations that result in a re-inspection.

CITY OF GROSSE POINTE PARK.  
15115 JEFFERSON AVENUE  
GROSSE POINTE, MI 48230

The above site is in violation of all or parts of the listed Elevator code. The violations below must be corrected by their respective due dates.

| Code Section | Article/Title                  | Inspector's Notes                                                    | Due Date   |
|--------------|--------------------------------|----------------------------------------------------------------------|------------|
| 8.6          | car lighting not fused 15 amps | - Complete                                                           | 07/24/2024 |
| 8.6          | hoistway                       | cover hole at top of HW covering drain pipe - FGT 25582              | 07/24/2024 |
| 8.6          | machine room                   | fix back wall & clean up - Customer                                  | 07/24/2024 |
| 8.6          | no alarm bell & light          | - COP Battery Replaced                                               | 07/24/2024 |
| 8.6          | wet pit                        | resolve problem, clean pit, clean and paint pit channels - FGT 25582 | 07/24/2024 |
| MR57         | open permit elva24-00759       | - Will be closed out after other violations addressed                | 07/24/2024 |



## CITY COUNCIL MEETING

DATE: August 12, 2024

---

**SUBJECT:** Authorize Opiate Litigation Settlement Participation

**SUMMARY:** The National Opioid settlement terms require Kroger to pay \$1.2 billion over 11 years, with a portion being allocated to the State of Michigan and its local governments. As it applies to the city, the Attorney General's office provided its projection of a payout of \$9,613.26 to the City of Grosse Pointe Park for treatment, prevention, mental health, and other abatement efforts.

**FINANCIAL IMPACT:** \$9,613.26 paid over 11 years.

**RECOMMENDATION:** Approve the attached resolution and opt-in to the settlement program.

**PREPARED BY:** Nick Sizeland, City Manager

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

**RESOLUTION AUTHORIZING ENTRY OF PARTICIPATION AGREEMENT  
IN THE KROGER NATIONAL PRESCRIPTION OPIATE LITIGATION**

At a meeting of the City Council (“Council”) of the City of Grosse Pointe Park, County of Oakland, State of Michigan (the “City”) held on August 12, 2024, at 15115 E Jefferson Ave, Grosse Pointe Park, Michigan 48230 at 7:00 p.m., there were:

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preambles and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**WHEREAS** the People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry, which conduct caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic; and

**WHEREAS** the City of Grosse Pointe Park is a participant in the National Opioid Settlements with Teva Pharmaceuticals Industries Ltd. and Allergan Finance, LLC (prescription opioids manufacturers), and CVS Health Corp. and CVS Pharmacy, Inc., Walmart, and Walgreens (“Settling Defendants”); and

**WHEREAS** the Kroger Company (Kroger) has agreed to payment of an approximate 1.2-billion-dollar settlement to fund abatement and prevention strategies associated with the opioid public nuisance; and

**WHEREAS** the State of Michigan has elected to participate in the settlement through a Memorandum of Understanding/subdivision Agreement for Allocation of Kroger Settlement Agreement, of which the City is eligible to participate as a non-litigating local government; and

**WHEREAS** the Proposed Memorandum provides such allocation of settlement funds where fifty (50%) percent of the settlement proceeds to the State of Michigan are allocable to local governments; and

**WHEREAS** allocations to the City are projected to be \$9,613.26, paid in installments over eleven (11) years and is subject to reduction based on participation of local governments throughout the State; and

**WHEREAS** participation as a non-litigating government in the Kroger settlement requires the City to execute the Subdivision Participation and Release Form (***Exhibit A***).

**NOW THEREFORE BE IT RESOLVED** that the City of Grosse Pointe Park City Council authorizes the City Manager to opt-in and consent to the terms of the opioid settlement with Kroger by executing and submitting the Subdivision Participation and Release Form (***Exhibit A***) and such further action as is necessary to receive the settlement funds.

**IT IS FURTHER RESOLVED** the election, agreement, and authorization in this Resolution are subject to completion of all other necessary actions by the Court and the other parties required to finalize the settlements as described herein.

A roll call vote on the foregoing resolution was taken, the result of which is as follows:

YES:

NO:

ABSTAIN:

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

#### CERTIFICATION

I, the undersigned, the duly qualified Clerk of the City of Grosse Pointe Park, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council members at a regular meeting held on August 12, 2024, the original of which is on file in my office, and that such meeting was conducted and public notice thereof was given pursuant to and in compliance with Act No. 267, Michigan Public Acts of 1976, as amended, and that minutes of such meeting were kept and are available as required by such Act.

---

Bridgette Bowdler  
City Clerk

Dated: August 12, 2024

# Exhibit A

## **EXHIBIT K**

### **Subdivision Participation and Release Form**

|                      |        |
|----------------------|--------|
| Governmental Entity: | State: |
| Authorized Official: |        |
| Address 1:           |        |
| Address 2:           |        |
| City, State, Zip:    |        |
| Phone:               |        |
| Email:               |        |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## CITY COUNCIL MEETING

DATE: August 12, 2024

**SUBJECT:** Appointments to Conference of Eastern Wayne

**SUMMARY:** The Conference of Eastern Wayne is an entity organized and existing under the Urban Cooperation Act, Public Act 7 of 1967 and the laws of the State of Michigan. The CEW is organized on a membership basis with members comprising of Harper Woods, Grosse Pointe City, Grosse Pointe Farms, Grosse Pointe Woods, Grosse Pointe Shores and Grosse Pointe Park. Each member community appoints a representative and alternate designated representative

The CEW exists for the purposes of receiving and disbursing funds related to the operation of emergency telephone districts (dispatch) and emergency number service systems on behalf of the CEW 911 Service Delivery Area as provided in the Emergency Telephone Service Enabling Act (MCL §484.1101-1717), as amended, and Resolution No. 94-214 adopted by the Wayne County Board of Commissioners on April 12, 1994

Each member community appoints a representative and alternate designated representative. I would recommend the council appoint Chris Powell as the Grosse Pointe Park CEW representative and Director Bostock as the alternate.

**FINANCIAL IMPACT:** Not Applicable

**RECOMMENDATION:** Motion to Appoint Chris Powell as the Grosse Pointe Park Conference of Eastern Wayne Representative and Director Jim Bostock as the Alternate Representative

**PREPARED BY:** Nick Sizeland, City Manager  
James Bostock, Director of Public Safety

# BYLAWS OF CONFERENCE OF EASTERN WAYNE

## PREAMBLE

The Conference of Eastern Wayne ("CEW") is an entity organized and existing under the Urban Cooperation Act, Public Act 7 of 1967 ("Act") and the laws of the State of Michigan pursuant to the Interlocal Agreement signed by the initial Members of the CEW ("Interlocal Agreement"). The CEW is organized on a membership basis with six initial members: the City of Harper Woods, the City of Grosse Pointe, the City of Grosse Pointe Farms, the City of Grosse Pointe Park, the City of Grosse Pointe Woods and the Village of Grosse Pointe Shores.

## ARTICLE I

### CONFERENCE OF EASTERN WAYNE

1.1 **Name.** The name of the organization is Conference of Eastern Wayne.

1.2 **Purpose.** CEW is created for the purpose of reviewing, planning and coordinating programs and facilities which provide services for the security, enrichment and well-being of individuals, families and communities within the Members' jurisdiction and within such other areas as otherwise determined by the CEW.

1.3 **Powers; Restrictions and Limitations.** The CEW shall have the powers set forth and limited in the Act and the Interlocal Agreement.

1.4 **Dissolution and Winding Up.** The CEW shall dissolve and its affairs shall be wound up pursuant to the Interlocal Agreement.

## ARTICLE II

### MEMBERS

2.1 **Membership.** The CEW shall be organized on a membership basis. Any Public Agency, as the term is defined in the Act, located in the CEW's jurisdiction may become a Member of the CEW, provided that such Public Agency is approved for Membership by a majority of the current Members and executes the Interlocal Agreement and any amendments made thereto.

2.1.1 **Categories of Members.** There shall be two categories of Members, voting and nonvoting. Voting Members shall have all the rights and obligations of membership and shall be entitled to vote on any issue submitted to the Members for voting. Nonvoting Members shall have all the rights and obligations of membership with the exception of the right to vote, and shall not be entitled to vote on any issue submitted to the Members for a vote, unless otherwise directed by a unanimous vote of the Members eligible to vote.

**2.2 Termination of Membership.** Membership with the CEW may terminate on the first of any of the following events: (1) The Members may suspend, expel or terminate the membership of a Member for any reason by a unanimous vote of the Members eligible to vote, with the exception of the Member proposed for termination, suspension or expulsion; (2) A Member may withdraw its membership with the CEW, which will be effective upon the receipt by the Board of Directors of written notification of such withdrawal; or (3) The CEW dissolves pursuant to Section 1.4 of these Bylaws.

**2.3 Regular and Special Meetings.** Meetings of CEW Members shall be conducted pursuant to the Open Meetings Act, MCL § 15.261, et seq. ("Open Meetings Act"). All decisions of CEW Members shall be made at a meeting open to the public. All meetings of CEW Members shall be open to the public and shall be held in a place available to the general public. Regular meetings of the Members may be held at such dates, times and places as the Members may from time to time determine. Special meetings of the Members may be called by any Member upon the written request of any two Members. CEW shall keep minutes of each Member meeting showing the date, time, place, members present, members absent, any decisions made at a meeting open to the public, and the purpose or purposes for which a closed session is held.

**2.4 Notice of Meetings of the Members.** Notice of meetings of the Members shall be provided pursuant to the Open Meetings Act. All notice of meetings shall contain CEW's name, address and telephone number. Notices shall be delivered to the Members personally or by mailing such notice to the address specified by each Member for such purposes, or if none is specified, at the Member's last known address.

**2.4.1 Regular Meetings of the Members.** Notice for regular meetings of the Members shall be posted within 10 days after the first meeting of the public body in each calendar or fiscal year. The notice must state the dates, times, and places of its regular meetings. When a regularly scheduled meeting is rescheduled, a public notice stating the date, time, and place of the meeting shall be posted at least eighteen (18) hours before the meeting.

**2.4.2 Special Meetings of the Members.** Notice for a special meeting of the Members shall be posted at least eighteen (18) hours before the meeting. The Notice must state the date, time, and place of the meeting, as well as the purpose or purposes of the meeting. No business may be conducted at a special meeting except the business specified in the notice of the meeting.

**2.5 Quorum.** The presences of a majority of Voting Members constitutes a quorum for the transaction of business.

## ARTICLE III

## **BOARD OF DIRECTORS**

**3.1 Board of Directors; Authority.** The Board of Directors is the policy-making body and may exercise all the powers and authority granted to the CEW by law, the Interlocal Agreement, and these Bylaws. Each Director shall be authorized to take all CEW action on behalf of its Member. No action in derogation of any right or interest of any Member shall be taken without the unanimous concurrence of each Director.

**3.2 Number, Selection and Tenure.** Each Member shall elect a representative and Alternate Designated Representative, as defined in Section 3.3 of these Bylaws, (each a "Director") which shall make up the Board of Directors. Each Member shall be represented by one Director. Each Director shall serve in that capacity for as long as (s)he represents the Member.

**3.3 Alternate Designated Representatives.** If a Director cannot participate on behalf of a Member in an action required to be taken by the Board of Directors, such as voting, meeting attendance, and any other event which requires such action, the governing body of each Member may designate an alternate representative ("Alternate Designated Representative") for the specific and temporary purpose of accomplishing such action. The Alternate Designated Representative shall have all the power and authority of a Director unless otherwise instructed by written notice from the Member appointing the Alternate Designated Representative. The Alternate Designated Representative shall serve in a temporary capacity until such time as the Director can serve.

**3.4 Resignation and Removal.** Any Director may resign from the Board of Directors. Resignations are effective upon receipt of written notification by the Board of Directors. A Director may be removed from office with or without cause by the governing body of the Member, pursuant to the Act.

**3.5 Vacancies.** Vacancies occurring on the Board by reason of death, resignation, removal or other inability to serve shall be filled in the same manner as the original appointment, as set forth in Section 3.2 of these Bylaws. An individual appointed to fill a vacancy shall serve for as long as (s)he represents his/her Member.

**3.6 Regular and Special Meetings.** Meetings of the CEW Board shall be conducted pursuant to the Open Meetings Act. All decisions of the CEW Board shall be made at a meeting open to the public. All meetings of the CEW Board shall be open to the public and shall be held in a place available to the general public. Regular meetings of the Board may be held at such dates, times and places as the Board may from time to time determine. Special meetings of the Board may be called by the Chairperson of the Board or upon the written request of any two Directors. CEW shall keep minutes of each Board meeting showing the date, time, place, members present, members absent, any decisions made at a meeting open to the public, and the purpose or purposes for which a closed session is held.

**3.7 Notice of Board Meetings.** Notice of meetings of the Board of Directors shall be provided pursuant to the Open Meetings Act. All notices of meetings shall contain CEW's

name, address and telephone number. Notices shall be delivered to the Directors personally or by mailing such notice to the address specified by each Director for such purposes, or if none is specified, at the Director's last known address.

3.7.1 Regular Meetings of the Directors. Notice for regular meetings of the Directors shall be posted within 10 days after the first meeting of the public body in each calendar or fiscal year. The notice must state the dates, times, and places of its regular meetings. When a regularly scheduled meeting is rescheduled, a public notice stating the date, time, and place of the meeting shall be posted at least eighteen (18) hours before the meeting.

3.7.2 Special Meetings of the Directors. Notice for a special meeting of the Directors shall be posted at least eighteen (18) hours before the meeting. The Notice must state the date, time, and place of the meeting, as well as the purpose or purposes of the meeting. No business may be conducted at a special meeting except the business specified in the notice of the meeting.

3.8 Quorum and Voting Requirements. A majority of Directors constitutes a quorum for the transaction CEW business. The vote of a majority of the Directors present at any meeting at which there is a quorum shall be the acts of the Board, except if a larger vote may be required by the laws of the State of Michigan, these Bylaws or the Interlocal Agreement.

3.9 Committees. The Board of Directors may establish committees of the CEW as are in the best interests of the CEW. The chairperson of each established committee shall report their findings and make recommendations to the Board of Directors.

3.10 Compensation; Reimbursement. Directors shall receive no compensation for serving on the Board.

## ARTICLE IV

### OFFICERS

4.1 Officers. The officers of the CEW shall consist of a Chairperson, Secretary and Treasurer and such other officers as the Board of Directors may designate. No person may execute, acknowledge or verify an instrument in more than one capacity if the instrument is required to be verified by two or more officers by law, Interlocal Agreement or these Bylaws.

4.2 Appointment of Officers; Terms of Office. The officers of the CEW shall be appointed by the Board of Directors at any regular meeting of the Board. New offices may be created and filled at any meeting of the Board of Directors. Terms of office may be established by the Board of Directors as is in the best interest of the CEW.

4.3 Resignation; Removal. Any Officer may resign from his/her position, effective upon receipt of a written notification by the Board of Directors. An Officer may be removed with or without cause by the vote of the Board of Directors at any regular or special meeting.

**4.4 Vacancies.** In the event of an Officer's death, resignation, removal or inability to serve, the Board of Directors may appoint a successor who shall serve until his or her successor shall be appointed.

**4.5 Chairperson.** The Chairperson of the Board of Directors shall preside at all meetings of the Board of Directors at which he or she is present. The Chairperson of the Board shall see that all orders and resolutions of the Board of Directors are carried into effect. In the absence or disability of the Chairperson, the Vice Chairperson shall preside at meetings of the Board. If there is no designated Vice-Chairperson then the Board of Directors shall designate a Director to serve in the capacity of Chairperson until such time as the Chairperson can fulfill his/her duties. The Chairperson of the CEW shall have the general powers of supervision and management over the day-to-day operations of the CEW and shall report on such matters directly to the Board of Directors.

**4.6 CEW Staff.** The Board of Directors may hire such paid or unpaid staff as they deem proper and necessary for the operations of the CEW. The powers and duties of the staff shall be as delegated to be assigned by the Board of Directors.

## **ARTICLE V**

### **FINANCIAL ADMINISTRATION**

**5.1 Fiscal Year.** The fiscal year of the CEW shall run from October 1 to September 30 of the following year.

**5.2 Deposits and Accounts.** All monies, securities and other valuables of the CEW shall be deposited in such accounts and/or safe deposit boxes in the name of the CEW with any institutions providing such services, including brokerage firms and mutual funds, as the Board of Directors shall designate for such purposes from time to time. For the purpose of deposit, checks drafts and other orders of the CEW may be endorsed, assigned, and delivered on behalf of the CEW by any Director, Officer, Member or agent of the CEW.

**5.3 Checks, Drafts, Withdrawals.** Any checks, orders for the payment of money, bills of lading, warehouse receipts, obligations, bills of exchange, and insurance certificates shall be signed or endorsed by one Director or person designated by the Board as may be necessary from time to time.

**5.4 Donations.** The CEW may receive such gifts, grants, bequests, money or other forms of donations for use in connection with the performance of its functions. All funds, revenues, grants and contributions made to the CEW shall be deposited in an account maintained by the CEW at a depository selected by the Board of Directors. Disbursements shall be in accordance with rules established by the Board of Directors.

**5.5 Budget.** The Board of Directors shall prepare and approve a budget each fiscal year.

**5.6 Books and Records.** Correct books of account of the activities and transactions of the CEW shall be kept at the office of the Secretary.

## ARTICLE VI

### INDEMNIFICATION

**6.1 Action by Third Parties.** The CEW assumes all liability to any person for all acts or omissions of a Director incurred in the good faith performance of the Director's duties. Any Member or Director may be indemnified by the CEW against all expenses and liabilities reasonably incurred in connection with any threatened, pending, or completed action, suit or proceeding to which she/he may become involved by reason of her/his being a Member or Director of the CEW, unless adjudged to be liable for negligence of misconduct in the performance of her/his duties. Every instrument executed by the CEW, which creates an obligation of any kind on behalf of CEW, shall include a statement by the CEW that neither the Board of Directors, nor the Members, shall be held to any liability in their individual capacity under the instrument.

**6.2 Action by CEW.** No Director shall be personally liable to the CEW or its Members for monetary damages for a breach of fiduciary duty; provided, however, that this provision shall not eliminate or limit the liability of a Director for any of the following: (1) a breach of the Director's duty of loyalty to the CEW or its members; (2) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (4) a transaction from which the Director derived an improper personal benefit; or (5) an act or omission that is grossly negligent.

**6.3 Determination of Indemnification in Each Case.** Any indemnification under Section 6.1 above (unless ordered by a court) shall be made by the CEW only as authorized in each specific case by the Board of Directors.

## ARTICLE VII

### MISCELLANEOUS

**7.1 Open Meetings Act.** All CEW meetings shall comply with the Open Meetings Act.

**7.2 No Title or Interest in CEW.** No Member, Director or Officer of CEW shall have any title to or interest in CEW's property and no part of the net earnings of the CEW shall inure to the benefit of any Member, Director or Officer or any other person or entity.

**7.3 Pronouns, Singular and Plural.** Whenever words, including pronouns, are used in the masculine or feminine in these Bylaws, they shall also be read and construed in the

opposite gender or neutral. Whenever words are used in the singular in these Bylaws, they include the plural.

7.4 **Amendment.** The Bylaws of the CEW may be amended (or repealed and new bylaws adopted) by the affirmative vote or consent of all of the Directors of the CEW.

Dated: \_\_\_\_\_

437732v.3



## CITY COUNCIL MEETING

DATE: August 12, 2024

---

**SUBJECT:** City Travel & Training Policy Adoption

**SUMMARY:** As the City is continuing to formalize its policies and procedures, the City Administration reviewed our processes for travel and training with city staff, elected officials and members of boards and commissions.

The purpose of this policy is to establish a uniform policy for authorized attendance of professional organization conventions, conferences, training programs, and other official travel for which the cost is borne by the City. The policy includes pre-travel and post-travel requirements for business meals, lodging, conference expenses, professional memberships, and other related expenditures incurred while attending professional development or official city business.

This policy helps establish clear guidelines and documentation that the applicable party is responsible for when looking at travel and training opportunities.

**FINANCIAL IMPACT:** Not Applicable

**RECOMMENDATION:** Motion to Adopt Resolution adopting the City Travel & Training Policy

**PREPARED BY:** Ginger Moriarty, Finance Director/Treasurer  
Nick Sizeland, City Manager

**CITY OF GROSSE POINTE PARK**  
**CITY MANAGEMENT POLICY**  
**CITY TRAVEL, MEMBERSHIPS, & PROFESSIONAL DEVELOPMENT**  
**CM-SOP-2024-08-12-00**

**Topic:** City Travel & Training  
**Type:** Standard Operating Policy  
**Effective Date:** 08/12/2024  
**Revision Date:** N/A  
**Expiration Date:** N/A – Until Retracted  
**Prepared by:** City Administration & Finance

**Purpose:**

To establish a uniform policy for authorized attendance of professional organization conventions, conferences, training programs, and other official travel for which the cost is borne by the City. The policy includes pre-travel and post-travel requirements of business meals, lodging, conference expenses, professional memberships, and other related expenditures incurred while attending professional development or official city business.

**Scope:**

To set forth the policy, procedures, of pre/post travel form(s) for approval and reimbursement of expenses incurred by city council members, elected or appointed officials, and city full-time city employees while traveling overnight on official City business.

Overnight travel shall not apply to "local city or association meetings", commuter (local) training seminars and/or local city business expenses that might be incurred by council members, commissioners, or city employees.

Members appointed to committees shall not be eligible for overnight travel and limited or reasonable association memberships related to their program when it benefits the city, as outlined in the city's adopted budget.

City appointees or committee members attending local, or city association meetings will be eligible for the same expenditure reimbursements as outlined in this policy for local commuter (local) day training seminars by employees or elected officials for local city business.

**Objective:**

It is the policy of the City of Grosse Pointe Park that when city travel is necessary that individuals exercise restraint and good judgement to determine the lowest cost alternative viable and the most reasonable approach in the expenditure of the city's public funds public funds when used for travel.

The City will comply with all state laws and regulations and its adopted charter when authorizing and reimbursing the expenses of individuals and officials. The principle of "reasonable and necessary" shall govern decisions regarding incurring travel expenses subject to internal and external audits.

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**CITY MANAGEMENT POLICY**  
**CITY TRAVEL, MEMBERSHIPS, & PROFESSIONAL DEVELOPMENT**  
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**Definitions**

For this policy, the following definitions will be used:

- **Traveler**— a full-time individual employed directly and solely by the City or elected city council members, excluding independent contractors, subcontractors, and other persons performing work on behalf of the City but self-employed or employed by other persons, corporations, or entities.
- **Out-of-State Travel** – Any travel outside of the State of Michigan but within the United States &/or Canada.
- **Reimbursable Expense** – Expenses incurred and paid for by city officials or full-time individuals on authorized city business.
- **Applicable Published Rates** – the published rate schedule shall be determined by the city finance director in accordance with IRS Guidelines and as published by the Internal Revenue Service online website for mileage reimbursements.
- **Travel status** – defines an appointed city official or full-time employee who must travel away from home in the pursuit of city business on a temporary basis which requires travel overnight or long enough to require substantial “sleep or rest”
- **Travel Pre-Authorization Form** – Form designated by the finance department, used for requesting preapproval, confirming budget funding, and authorization for travel on City business.
- **Travel Expense Report** – Form designated by the finance department, used for documenting all travel expenses.
- **Local Meetings** - commuter (local) day training seminars and/or local city business with a job-related city purpose related to the education of the city member.
- **Mileage Form** – Form designated by the finance department for employee local business meeting mileage reimbursements.
- **Post-Travel Form** - Form designated by the finance department, used for the submission of eligible travel expenditure reimbursements incurred.
- **Conference Rate(s)** – The group hotel rate(s) advertised in a conference brochure for attendees of said conference.
- **Per Diem** – The daily rate for lodging, and for meals and incidentals, set by the Federal US General Services Administration (GSA) for specific geographical areas in the Continental United States and available at [www.GSA.gov/perdiem](http://www.GSA.gov/perdiem).
- **Government Rate** – A discounted daily lodging rate for Federal, State, and Local Government employees offered by certain lodging establishments.
- **Meals and Incidental Expenses (M&IE)** – M&IE allowance covers daily meals and snacks, and related tips and taxes; fees and tips given when overnight travel is required to, but not limited to porters, baggage carriers, bellhops, hotel staff, and stewards/stewardesses; and mileage between places of lodging and places meals are taken.
- **Conference/Seminar** – A prearranged meeting for an exchange of information or discussion, organized by a professional association, group or training provider, with a published agenda and participants from various locations.

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**Standards For Attendance**

This policy shall apply to all elected city officials and employees (permanent and full-time). City paid local or overnight travel shall apply to persons holding an elected position by the voters of Grosse Pointe Park or those that are employed full-time by the city. Members eligible for travel shall be authorized by the City Manager or in the absence of, their designee, to attend training programs, conventions or conferences.

All authorized travel “away from home” requiring an overnight stay for a convention, conference, training program or other official travel, regardless of the amount, must be submitted through a Travel Pre-Authorization Form for approval by the City Manager when sufficient funds are available and planned for in the budget, in advance of any scheduling.

Local commuter (local) day training seminars and/or local city business with a job-related purpose related to business or the education of the city member attending must be approved by the department head/manager of the department when sufficient funds are available within the adopted budget.

**Budget Provisions:**

In all cases, sufficient budgeted funds must be appropriated and available prior to travel within the department’s fiscal year budget.

All travel and training not requiring an overnight stay for the city requires prior approval by the city’s administration when travel or attendance is more than \$500 per employee and/or event.

All travel local or day travel for city business or education under the \$500 threshold must be approved by the department head/director in writing.

**Specific Occurrences Qualifying for Expense Reimbursement (related to Travel)**

The following non-exclusive list contains expenses authorized to be expended for official city business, including travel and related expenses, memberships in professional organizations, and subscriptions to business-related newspapers and journals. All individuals using public funds are expected to exercise good judgement and show proper regard for economy when incurring expenses in connection with official city business.

The following overnight business travel classifications are identified as eligible for expense reimbursement:

- For business official or administrative meetings with other governments or business leaders where there is clear purpose on behalf of the city.
- Conferences, training, and educational job-related professional development seminars that provide direct development to an individual’s employment position, when there is an identified value to the city.
- Lobbied business-related trips, where a benefit to the city can be defined.

Examples of expenses that the city shall not reimburse to a City Official or employee include, but are not limited to:

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- The personal portion of any trip.
- Family, spouses, children, pet or any traveling companion accompanying a city employee/official. All expenses for traveling companions shall be paid by the individual.
- Personal expenditures like tipping, alcohol, fitness center charges, laundry, or any type of entertainment expenses, including theatre, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events.
- Charitable contributions.
- Non-mileage personal automobile expenses including repairs, insurance, and traffic citations.
- Personal losses incurred while traveling for city business.
- Expenditures that are unreasonable or more than those provided for by the Federal US General Services Administration (GSA) for the specific geographical area.
- Travel reimbursements that were not pre-authorized by the City Manager or are not considered to be the most prudent method of travel.
- Travel insurance unless approved by the City Manager and requested as part of the Pre-Authorization Travel Form.
- Lodging expenditures that exceed the average rate under the Per Diem GSA for the zip code, the governmental lodging rate, or the hosting organization's rate, whichever of the rates, is lower.
- Purchases within the officials or employee's city of residence.
- Meals, services, or goods that are provided or included by the professional hosting organization in the conference fee or furnished without charge.

### **Approvals and Authorizations**

This section addresses various levels of approval and authorization, and reporting requirements for Employees.

1. Out of State Travel: all travel outside the State of Michigan within the United States and/or Canada requires the prior approval of the City Manager regardless of the expected cost.
2. The elected/appointed official or full-time city employee must prepare and sign the Pre-Authorization Travel Form.
  - a. On the Pre-Authorization Travel Form individuals requesting travel must explain in writing the job-related reason for the attendance of the proposed conference or training program is necessary.
  - b. A copy of the conference, seminar, or educational offering detailing the offering must be attached to the Travel Pre-Authorization Form.
  - c. An estimated cost of travel must be provided on the Pre-Authorized Travel Form indicating the dates of travel, the location of the offering, any meals being provided at the offering, the presented lodging rate, and the most prudent method of travel being requested.

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3. All employee travel first requires the approval from their department head, via the Travel Pre-Authorization Form, prior to any expense being incurred.
4. Pre-Authorization Forms approved by the department head must then be submitted and approved by the finance director who will verify and approve travel if sufficient budgeted funds are available.
  - a. A review of the city's adopted budget and footnotes for professional development will be reviewed for sufficient funding.
  - b. The finance director or their designee, will review the Federal US General Services Administration (GSA) site for the estimated travel expenses.
  - c. The finance director will provide an estimated budget for the attendance of the seminar/conference to the City Manager with the maximum approved hotel rate (which may not be the conference rate), the most cost-effective method of travel to the destination, and will only provide approval if sufficient funds are available and appropriated within the adopted budget by the city council upon request for travel.
  - d. The finance director will prepare a sales tax exemption for travel. Employees must provide the name and address of the lodging for exemption preparation.
5. All council members and department head travel requests shall be submitted to the finance director or their designee, for the budget approval process in step 4 and then must be submitted to the City Manager approving the city official or the department director's travel request.

## **Transportation**

### **Airline Travel**

Once approved, airline travel may be booked directly with the carrier or an internet service. The cost of airline travel fluctuates daily; therefore, employees must research all well-known airlines for flights on the departure day. The traveler shall provide a print screen of the various flights with their rates available on the departure and return day and times.

All Employees shall fly coach class on the lowest cost flight/s available for the most direct route to the destination when air is required to reach said destination. Air travel can reasonably include scheduled layovers of up to 1.5 to 2 hours along the route. Travel arrangements shall be made with due regard to the needs of the employee and particular regard to cost efficiency and city requirements.

The employee will pay in advance by using either the city's Commercial Procurement Credit Card (p-card) or may elect to use a personal credit card and submit airline receipt for reimbursement at the end of their travel.

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The city will reimburse only the actual round-trip coach fare paid, including reasonable baggage fees for the authorized traveler. Employees may, at their own expense, upgrade their airline fare class. The purchase of travel insurance is only reimbursable with the prior written approval of the City Manager when it is deemed necessary.

City Vehicle

City vehicles may be used for travel; however, the use of a city vehicle for overnight travel outside of the State of Michigan is not allowed. In those cases where the use of a city vehicle is appropriate and authorized, employees will only be reimbursed out-of-pocket expenses for fuel or vehicle repair of the city car, which are substantiated by detailed receipts.

Personal Vehicle

Personal Vehicles may be used for travel. The use of a personal vehicle will be reimbursed at the current mileage rate set by the I.R.S. for miles traveled to and from designated place(s) on city business. Prior authorization is required for use of a personal vehicle. The following requirements apply to the use of a personal vehicle for city travel:

1. Mileage reimbursement will be calculated based on the number of miles from the city hall using the most direct route to the offering.
2. The finance department will use Google for the most direct one-way route and calculate the mileage rate reimbursement, based on round-trip mileage from the IRS.gov site.
3. Travelers are encouraged to coordinate travel arrangements, and when more than one city official or employee is attending, employees should carpool from the city hall whenever it is practical to do so to reduce the expense to the city. In such cases the primary driver shall receive mileage reimbursement for their trip.
4. Travelers who choose, for personal reasons, to use their personal vehicle to travel to and from a destination rather than flying, will be reimbursed for the lowest cost method of transportation.
  - a. Travelers will provide documentation for the lowest cost of public transportation (i.e., airfare, bus, train, etc.) with the Travel Pre-Authorization Form, at least 14 business days, before the departure date.
  - b. Parking fees will only be reimbursed if these expenditures would have qualified for reimbursement had the traveler used public transportation costing more than the use of a personal vehicle.
  - c. Miles driven between lodging and dining are not reimbursable but are included in the per Diem M&IE allowance.
5. Local commuter (local) day training seminars or business meetings are reimbursed using the city's Mileage Form not the Travel Expense Form.

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- a. City employees will be encouraged to use a city vehicle, when one is available.
- b. City vehicles will be fueled at the Department of Public works when fuel is needed to complete travel.
- c. When a traveler uses a personal vehicle, their beginning odometer and ending odometer reading must be documented traveling from the city hall to and from the location.
- d. The traveler will provide a business explanation for the mileage reimbursement.
- e. The finance department will use Google maps to confirm mileage one-way from the city hall to the destination (to be doubled for round trips) to calculate mileage reimbursement at the IRS rate.
- f. Local business meetings that result in the employee using their personal vehicle when meetings finish at the end of the business day that result in the employee not returning to work, will only be reimbursed one-way mileage from the city hall to the meeting location.
- g. The designated Mileage Form must be submitted for business or day travel within 10 business days after the end of the month of travel.

Vehicle Rentals, Taxi, Shuttle, Peer to Peer (Uber) and Public Transit Fares

Employees should choose the lowest cost for ground transportation, taking into consideration reasonable travel time and other related cost factors such as parking. Reimbursement for any mode of transportation is to be pre-approved on the Pre-Authorization Travel Form based on the least total cost to the city, with due consideration to reasonableness and time constraints. The most prudent means of temporary travel should always be used.

- 1. Taxis, shuttles, and public transportation may be reimbursed up to a maximum of \$50 each way (or \$100 in total round-trip per day) to and from the meeting site between the lodging location or airport. Vendor receipts are required for reimbursement of all temporary transportation fees.
- 2. Authorized transportation as the means of temporary transportation from the city hall or an employee's home to/from the airport or to and from the hosted travel destination, will be in accordance with this policy.
- 3. Such transportation will be reimbursed at an actual cost not to exceed the equivalent cost to the city, for the equivalent cost of airport parking, at the current market rate.

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Parking Expenses and Tolls

Necessary parking fees for personal or city vehicles shall be reimbursed if receipts are submitted, and that the most cost-effective parking method is chosen.

Short-term airport parking is authorized for trips lasting less than 24 hours; long-term airport parking must be used for trips exceeding 24 hours at the current market rate.

The actual amounts paid for toll road use will be reimbursed. Employees should document the amount paid for toll rolls and submit documentation with the Post-Travel Voucher Expense Report.

**Meals and Incidental Expenses (M&IE)**

This section refers to meals and incidental expenses incurred during attendance at conferences, seminars, or other business meetings occurring not less than 75 miles away from city hall and which reasonably require an overnight stay.

1. Amounts available for M&IE reimbursement will be determined by the applicable GSA Per Diem rate for the geographical area being visited. Individual rates can be found at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).
2. For the first and last day of travel, Employees will be limited to 75% of the applicable per diem rate for M&IE, depending on expected travel departure and return times.
3. Alcoholic beverages will not be reimbursed.
4. Itemized/detailed receipts must be provided for all M&IE reimbursement requests.
5. Attending conferences or events where meals are available, will result in a reduction in the maximum Per Diem of the GSA rate as follows:
  - a. Breakfast: 20%
  - b. Lunch: 25%
  - c. Dinner: 55%

*Example:* Leslie attends a conference in Flint, MI and has a daily M&IE allowance of \$60.00. Breakfast and lunch are included on Day 2. The maximum Leslie can be reimbursed for Day 2 meals and incidental expenses is \$33.00 (\$60\*55%).

Local commuter (local) day training seminars of less than 4 hours are **not** eligible for M&IE reimbursement. Day training classes/seminars lasting the entire business day will be eligible for a lunch per diem reimbursement based on the GSA rate for the zip code.

**Lodging**

Overnight lodging is authorized, with prior approval, when the travel destination is greater than 75 miles from city hall. Lodging may be authorized, with prior approval by the City Manager. For locations between 50-75 miles from city hall, if an employee is required to travel such distance for two or more consecutive days, and/or would result in a greater than 1.5-hour one-way commute.

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Lodging may be reserved using a personal or are encouraged to use a city Commercial Procurement Credit Card (P-Card). Once lodging has occurred, the traveler will submit a hotel receipt itemizing the lodging charges for reimbursed with their Travel Expense Report.

Detailed receipts are required to be submitted with the Travel Expense Report regardless of whether the cost was pre-paid using a city Business Commercial Procurement Credit Card or as reimbursement when the individual utilized their own credit card.

Lodging choices should be guided by necessity, practicality, and cost effectiveness. Travelers should request and utilize the conference/government rate for lodging if reasonable, should the conference rate be similar to or in the approximate amount of the average GSA rate for the zip code. Unless the conference or meeting location has limited lodging offerings and/or are more than five (5) miles from the conference destination.

In the absence of an organized conference rate, the GSA Lodging Per Diem rate for the travel destination or government rate can determine reimbursement, unless otherwise noted below.

The amount authorized and/or reimbursed is controlled by the following factors:

1. **Seminars/Conferences:** Employees attending conferences where lodging is appropriate and necessary for lodging in an official conference hotel at the published conference rate, provided such hotels and rates are available at the time of booking.
  - a. If the Conference rate is not available at the time of booking, the eligible traveler should first request a room at the government rate.
  - b. If the governmental rate is not available, the traveler is eligible for reimbursement for lodging at another similar, reasonably close, hotel, in an amount up to the conference rate or up to the maximum GSA Lodging Per Diem.
2. **Occupancy Taxes and Fees:** The City is exempt from paying sales taxes in the State of Michigan.
  - a. Eligible members are required to request from the Finance Director a signed Sales Tax Exemption form.
  - b. Travelers must submit a signed State of Michigan Sales Tax Exemption form to their place of lodging. **State of Michigan sales taxes will not be reimbursed.**
  - c. Both the GSA Per Diem and government rates for lodging apply to the lodging rate only. They do not include occupancy taxes and related fees, which vary from place to place, and are eligible for reimbursement at the actual amount paid.
  - d. Other discretionary hotel charges (including but not limited to, room service, fitness centers, movies, etc.) are not eligible for reimbursement.

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3. **Receipts Required:** All travelers are required to submit itemized receipts for lodging with their Travel Expense Report, regardless of whether the costs were paid using a city procurement business credit card or a personal credit card for reimbursement.
4. **Credit Card Charges:** Due to the practical challenges of using a city credit card for room reservations, the preferred method of arranging for lodging is for the traveler to make a reservation using a personal credit card. Lodging expenses are incurred by the traveler once their lodging at the destination has occurred.
5. **Number of nights authorized:** Lodging is authorized for either the night before a conference, general business meeting, other authorized event, or the night following the last day.

Only in extraordinary circumstances (such as the need to arrive early or travel very late) shall lodging for both nights be authorized and then only with the prior written approval of the Department Head and City Manager, via the Travel Pre-Authorization Form.

*Example:* Ben travels to the Michigan Municipal League meeting, which starts Monday at 9:00 a.m. and concludes Wednesday at 1:00 p.m. He is authorized for lodging on Sunday night.

Chris travels to a professional conference, which begins on Monday at 8:00 a.m. and concludes Wednesday at 5:00 p.m. The earliest flight leaves at 8:00 p.m., arriving in Detroit at midnight. Leslie may be authorized, with prior approval, for lodging on Sunday and Wednesday nights.

**Other Reimbursable Expenses**

This section provides guidance on the reimbursement of expense categorized elsewhere in the policy:

1. **Tips and Gratuities:** Tips and gratuities are considered incidental expenses and are therefore included in the GSA Per Diem amount for M&IE. They are not eligible for separate reimbursement.
2. **Registration Fees:** The preferred method for paying convention or meeting registration fees is to prepay them through the City's regular accounts payable process.
  - a. Registration fees that were not pre-paid and are paid by the traveler are eligible for reimbursement, provided receipts for payment and proof of attendance are provided with the Travel Expense Report.
  - b. Proof of attendance may include, but not be limited to, event branded name tag, seminar or workshop agenda obtained at the event, certificate of completion, or other record of attendance.
3. **No Show and Late Cancellation Fees:** In situations where an eligible traveler does not attend a conference, seminar, or general business meeting and costs are incurred for

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that event (e.g. conference fees, hotel charges, airline charges, etc.) they shall make every effort to ensure all funds paid by the City are refunded to the City.

- a. Travelers shall seek refunds for costs such as hotel cancellation and airline charges.
  - b. A written explanation addressing the reason(s) the eligible city travel member was unable to attend is attached to the Travel Expense Form documenting the expenses incurred.
  - c. Reimbursement will be subject to City Manager review and approval prior to any reimbursement.
4. **Miscellaneous:** It is the policy of the City that no city official or employee shall sustain personal monetary loss because of duties performed in the service of the City.
  - a. However, all expenditure requests for reimbursement shall logically relate to the conduct of the city business and shall be necessary to accomplish the purposes of such business and shall be reasonable in amount.
  - b. Expenses not otherwise classified shall be considered in this category and may include such things as public stenographer fees, duplicating expenses, memberships in professional city-related organizations, and the cost of publications of value to the city or to the official/employee in furtherance of his/her official duties.
  - c. Other necessary expenses incurred when traveling on city business may be allowed, however they require proper documentation and are subject to approval by the City Manager.

**Additional Guidelines**

1. **Prepayment:** Whenever practical, the traveler should arrange for travel related expenses (i.e., registrations, transportation, etc.) to be directly billed to the City of Grosse Pointe Park for pre-payment through the city's regular accounts payable process whenever possible.
2. **Violation of this Policy:** The misuse of public resources or falsifying expense reports may result in any or all the following:
  - a. Loss of reimbursement.
  - b. Loss of travel privileges.
  - c. A demand of restitution to be paid to the city for all expenses/damages incurred.
  - d. The city's reporting the expenses incurred by or paid to the official/employee as taxable income to state and federal tax authorities.
  - e. Discipline up to and including termination.

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**Procedures for Reimbursement of Travel Expenses**

Each traveler shall keep appropriate written documentation detailing travel expenditures including local day trainings or meetings for city business. Such documents include the Travel Pre-Authorization Form and upon return, the Travel Expense Report for reimbursement or final travel settlement. All reimbursements for travel will be made after travel has been completed and the Travel Expense Report has been approved for payment.

Employees shall submit Travel Expense Report Forms to the finance department within 10 business days of their return from the subject of travel. The expense report must be accompanied by itemized receipts and other documentation substantiating expenditures with proof of attendance.

Receipts are required for all expenses except those included in the M&IE per diem and tolls.

Any expense not included within the M&IE or substantiated by receipts or other documentation will not be reimbursed and will be considered a personal expense.

Required documentation may include, but is not limited to:

- Detailed credit card or cash payment receipt issued by the vendor(s).
- Itemized lodging receipt.
- Transportation, taxi, subway, or shuttle receipt, if applicable.
- The Travel Pre-Authorization Form with conference brochure, including “conference rate” for lodging attached.
- Certificate of completion, the meeting agenda, the traveler’s branded name badge or other proof of attendance.

**STATE OF MICHIGAN  
COUNTY OF WAYNE  
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**Resolution to adopt City Travel Standard Operating Policy/Procedures**

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 August 12, 2024, the following resolution was offered:

**WHEREAS**, the City Council recognizes the City Manager and their designee, as responsible for the management the of the city's budget for the City of Grosse Pointe Park; and,

**WHEREAS**, the City Council approves City of Grosse Pointe Park City Travel & Training Standard Operating Policy, as attached; and,

**WHEREAS**, the City Council acknowledges job-related training and educational travel expenditures as eligible expenditures; and,

**WHEREAS**, the City Council approves the City Manager and/or their designee, as responsible for the management of the Standard Operating Policy to qualify eligible expenditures in compliance with the Michigan Compiled Laws for the use of public funds; and,

**WHEREAS**, the City Council acknowledges the City Treasurer/Finance Director or their designee, in handling the city's cash and payables management duties for the City of Grosse Pointe Park related to the use of public funds; and,

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of Grosse Pointe Park hereby approves by adoption of this resolution, the City of Grosse Pointe Park's Travel and Training Operating Policy and its procedures for eligible expenditures as outlined and allowed under the State of Michigan and its Public Acts.

**RESOLUTION DECLARED ADOPTED**

At a regular meeting of the City Council for the City of Grosse Pointe Park held on August 12, 2024, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

Motion Carried Unanimously

**CERTIFICATION**

STATE OF MICHIGAN       )  
                                          ) ss.  
COUNTY OF WAYNE       )

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

IN WITNESS WHEREOF, I have hereunto set my official signature, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

---

Bridgette Bowdler, City Clerk  
City of Grosse Pointe Park

| Vendor Code                          | Vendor Name               | Description                                         | Amount     |
|--------------------------------------|---------------------------|-----------------------------------------------------|------------|
|                                      | Invoice                   |                                                     |            |
| 000735                               | BS&A SOFTWARE             |                                                     |            |
|                                      | 155269                    | ANNUAL SOFTWARE SERVICES                            | 6,678.00   |
| TOTAL FOR: BS&A SOFTWARE             |                           |                                                     | 6,678.00   |
| 000096                               | EJ USA, INC               |                                                     |            |
|                                      | 110240048726              | HYDRANT REPAIR SUPPLIES                             | 9,994.77   |
| TOTAL FOR: EJ USA, INC               |                           |                                                     | 9,994.77   |
| 001511                               | EQUITABLE                 |                                                     |            |
|                                      | VOUCHER                   | BRADY BAETENS PAY DATE 07/19/2024                   | 17,893.51  |
|                                      | VOUCHER                   | PAY DATE 08/02/2024 BRADY BAETENS                   | 17,988.64  |
| TOTAL FOR: EQUITABLE                 |                           |                                                     | 35,882.15  |
| 004059                               | HUMANA INSURANCE CO       |                                                     |            |
|                                      | 725638082                 | AUGUST 2024 MA RX RETIREE PLAN                      | 7,599.38   |
| TOTAL FOR: HUMANA INSURANCE CO       |                           |                                                     | 7,599.38   |
| 005383                               | MICHIGAN CIVIL DEFENSE    |                                                     |            |
|                                      | 1101                      | TACTICAL TRAINING AND CONSULTATION                  | 5,300.00   |
| TOTAL FOR: MICHIGAN CIVIL DEFENSE    |                           |                                                     | 5,300.00   |
| 000173                               | MICHIGAN MUNICIPAL LEAGUE |                                                     |            |
|                                      | 0000986                   | FY2025 MML DUES AND LEGAL DEFENSE FUNDS             | 6,677.00   |
| TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE |                           |                                                     | 6,677.00   |
| 005104                               | POWER DMS, INC.           |                                                     |            |
|                                      | 55184                     | POWER POLICY PROFESSIONAL SUBSCRIPTION/TRAINING/MAN | 9,007.79   |
| TOTAL FOR: POWER DMS, INC.           |                           |                                                     | 9,007.79   |
| 005372                               | PRIORITY WASTE LLC        |                                                     |            |
|                                      | 66290886                  | CURBSIDE TRASH & COMPOST COLLECTION - JULY 2024     | 68,771.70  |
| TOTAL FOR: PRIORITY WASTE LLC        |                           |                                                     | 68,771.70  |
| TOTAL - ALL VENDORS                  |                           |                                                     | 149,910.79 |



## CITY COUNCIL MEETING

DATE: August 12, 2024

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**SUBJECT:** Approval of Sewer CCTV Bid

**SUMMARY:** The City has conducted an annual CCTV program for its sewer system for the past few years. For Fiscal Year 2025, bids were sought to ensure the City continues to receive competitive pricing. Bids were opened on Wednesday, July 3rd, and the low bidder was Taplin Group. Attached for your consideration is a recommendation letter and bid tabulation from OHM Advisors.

**FINANCIAL IMPACT:** Sufficient funds are available in the 2025 Fiscal Year Budget for this program.

**RECOMMENDATION:** Motion to award the 2024 CCTV Bid to Taplin Group LLC in the amount of \$200,000.

**PREPARED BY:** Tom Jenny, Director of Public Works



August 1, 2024

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

Attention: Nick Sizeland  
City Manager

Regarding: 2024 Grosse Pointe Park CCTV Program  
Recommendation Letter  
OHM Job No.: 7508-24-0030

Dear Mr. Sizeland:

Bids for the 2024 Grosse Pointe Park CCTV Program were received, opened and read aloud at 11:00 AM on Wednesday, July 3, 2024, at the City of Grosse Pointe Park offices. Bids were received from three (3) bidders, with the bid pricing ranging from \$271,399.64 to \$999,999.99, as shown on the attached tabulation. The low bid was received from Taplin Group, LLC located at 5140 W. Michigan Ave, Kalamazoo, MI 49006 in the amount of \$271,399.64.

OHM contacted the City of Ann Arbor regarding the previous and ongoing projects that Taplin Group has preformed for them. Taplin Group is the selected contractor for the CCTV program in Ann Arbor this year and for several years prior. The work completed for the City has met their requirements and the project contacts have been responsive throughout the projects.

It is recommended that 2024 Grosse Pointe Park CCTV Program contract be awarded to Taplin Group, LLC. in the amount of \$200,000.00. OHM will work with the Contractor to identify sewer segments to fall within the project budget.

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

Sincerely,  
**OHM Advisors, Inc.**

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

Patrick M. Droze, P.E.  
Project Manager

encl: Bid Tabulation

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

BID TAB for  
2024 Grosse Pointe Park CCTV Program  
Grosse Pointe Park, Wayne County, State of Michigan  
OHM Job Number 7508-24-0030

|      |                                              |                    |      | Engineer's Estimate |               | Pipeline Management Company, LLC<br>2673 E. Maple Road<br>Milford, MI 48381 |               | Dukes Root Control<br>400 E. Airport Road, Suite E<br>Elgin, IL 60123 |               | Taplin Group, LLC<br>5140 W. Michigan Ave<br>Kalamazoo, MI 49006 |               |
|------|----------------------------------------------|--------------------|------|---------------------|---------------|-----------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------|---------------|------------------------------------------------------------------|---------------|
| Item | Description                                  | Estimated Quantity |      | Unit Price          | Amount        | Unit Price                                                                  | Amount        | Unit Price                                                            | Amount        | Unit Price                                                       | Amount        |
| 1    | Mobilization, Max. 3%                        | 1                  | LSUM | \$ 5,500.00         | \$ 5,500.00   | \$ 23,998.00                                                                | \$ 23,998.00  | \$ 10,000.00                                                          | \$ 10,000.00  | \$ 7,775.79                                                      | \$ 7,775.79   |
| 2    | Heavy Cleaning and Televising, 6-inch Sewer  | 15                 | LF   | \$ 1.00             | \$ 15.00      | \$ 100.00                                                                   | \$ 1,500.00   | \$ 10.00                                                              | \$ 150.00     | \$ 5.24                                                          | \$ 78.60      |
| 3    | Heavy Cleaning and Televising, 8-inch Sewer  | 15                 | LF   | \$ 1.50             | \$ 22.50      | \$ 100.00                                                                   | \$ 1,500.00   | \$ 10.00                                                              | \$ 150.00     | \$ 5.33                                                          | \$ 79.95      |
| 4    | Heavy Cleaning and Televising, 10-inch Sewer | 2100               | LF   | \$ 2.00             | \$ 4,200.00   | \$ 7.50                                                                     | \$ 15,750.00  | \$ 6.00                                                               | \$ 12,600.00  | \$ 3.84                                                          | \$ 8,064.00   |
| 5    | Heavy Cleaning and Televising, 12-inch Sewer | 8006               | LF   | \$ 2.50             | \$ 20,015.00  | \$ 8.50                                                                     | \$ 68,051.00  | \$ 6.50                                                               | \$ 52,039.00  | \$ 4.84                                                          | \$ 38,749.04  |
| 6    | Heavy Cleaning and Televising, 15-inch Sewer | 4400               | LF   | \$ 3.00             | \$ 13,200.00  | \$ 10.00                                                                    | \$ 44,000.00  | \$ 7.50                                                               | \$ 33,000.00  | \$ 5.71                                                          | \$ 25,124.00  |
| 7    | Heavy Cleaning and Televising, 18-inch Sewer | 1700               | LF   | \$ 3.50             | \$ 5,950.00   | \$ 13.50                                                                    | \$ 22,950.00  | \$ 8.00                                                               | \$ 13,600.00  | \$ 6.36                                                          | \$ 10,812.00  |
| 8    | Heavy Cleaning and Televising, 20-inch Sewer | 1500               | LF   | \$ 4.00             | \$ 6,000.00   | \$ 15.00                                                                    | \$ 22,500.00  | \$ 8.50                                                               | \$ 12,750.00  | \$ 7.09                                                          | \$ 10,635.00  |
| 9    | Heavy Cleaning and Televising, 22-inch Sewer | 750                | LF   | \$ 4.50             | \$ 3,375.00   | \$ 20.00                                                                    | \$ 15,000.00  | \$ 9.00                                                               | \$ 6,750.00   | \$ 6.47                                                          | \$ 4,852.50   |
| 10   | Heavy Cleaning and Televising, 24-inch Sewer | 5000               | LF   | \$ 5.00             | \$ 25,000.00  | \$ 20.00                                                                    | \$ 100,000.00 | \$ 10.00                                                              | \$ 50,000.00  | \$ 7.40                                                          | \$ 37,000.00  |
| 11   | Heavy Cleaning and Televising, 27-inch Sewer | 2250               | LF   | \$ 5.50             | \$ 12,375.00  | \$ 23.00                                                                    | \$ 51,750.00  | \$ 13.50                                                              | \$ 30,375.00  | \$ 8.67                                                          | \$ 19,507.50  |
| 12   | Heavy Cleaning and Televising, 30-inch Sewer | 1700               | LF   | \$ 6.00             | \$ 10,200.00  | \$ 30.00                                                                    | \$ 51,000.00  | \$ 14.50                                                              | \$ 24,650.00  | \$ 9.31                                                          | \$ 15,827.00  |
| 13   | Heavy Cleaning and Televising, 33-inch Sewer | 2150               | LF   | \$ 6.50             | \$ 13,975.00  | \$ 32.00                                                                    | \$ 68,800.00  | \$ 16.50                                                              | \$ 35,475.00  | \$ 7.43                                                          | \$ 15,974.50  |
| 14   | Heavy Cleaning and Televising, 36-inch Sewer | 2450               | LF   | \$ 7.00             | \$ 17,150.00  | \$ 36.00                                                                    | \$ 88,200.00  | \$ 18.50                                                              | \$ 45,325.00  | \$ 7.85                                                          | \$ 19,232.50  |
| 15   | Heavy Cleaning and Televising, 42-inch Sewer | 1180               | LF   | \$ 7.50             | \$ 8,850.00   | \$ 50.00                                                                    | \$ 59,000.00  | \$ 22.00                                                              | \$ 25,960.00  | \$ 8.35                                                          | \$ 9,853.00   |
| 16   | Heavy Cleaning and Televising, 48-inch Sewer | 2650               | LF   | \$ 8.00             | \$ 21,200.00  | \$ 60.00                                                                    | \$ 159,000.00 | \$ 25.00                                                              | \$ 66,250.00  | \$ 8.25                                                          | \$ 21,862.50  |
| 17   | Heavy Cleaning and Televising, 69-inch Sewer | 2150               | LF   | \$ 8.50             | \$ 18,275.00  | \$ 80.00                                                                    | \$ 172,000.00 | \$ 35.00                                                              | \$ 75,250.00  | \$ 10.55                                                         | \$ 22,682.50  |
| 18   | Traffic Maintenance and Control              | 1                  | LSUM | \$ 10,000.00        | \$ 10,000.00  | \$ 25,000.45                                                                | \$ 25,000.45  | \$ 1,666.67                                                           | \$ 1,666.67   | \$ 2,247.08                                                      | \$ 2,247.08   |
| 19   | Final Deliverables                           | 1                  | LSUM | \$ 10,000.00        | \$ 10,000.00  | \$ 10,000.54                                                                | \$ 10,000.54  | \$ 1,000.00                                                           | \$ 1,000.00   | \$ 1,042.18                                                      | \$ 1,042.18   |
|      |                                              |                    |      | SUM                 | \$ 205,302.50 | SUM                                                                         | \$ 999,999.99 | SUM                                                                   | \$ 496,990.67 | SUM                                                              | \$ 271,399.64 |

Adjusted to Match Bid  
Total



## CITY COUNCIL MEETING

DATE: August 12, 2024

**SUBJECT:** Approval of Repair and Equipment Replacement to Childrens Pool

**SUMMARY:** Due to a unforeseen issue the Childrens Pool has been temporarily shut down at Windmill Pointe Park. During daily pool readings by staff, water was noticed on the floor. Park Maintenance was able to locate a pin-sized hole on the back of the sand filter. A service call was made for repair, but the repair was unsuccessful. Upon further inspection, cracks were identified on the second filter as well, but no leaks from that filter. Park Maintenance was forced to shut the system down due to water pressure and to prevent any damage to the system or injury to staff.

**FINANCIAL IMPACT:** Aquatic Source our proffered vendor will need to replace both sand filters and install a new pump. Cost for the equipment replacement will be \$29,689.00. Breakdown of equipment and labor is included below:

**Main Pool Solution cost:**

|              |          |
|--------------|----------|
| Tr-140s (2)  | \$5,832  |
| Filter media | \$700    |
| Valves       | \$2,000  |
| Filter pump  | \$5,197  |
| Extra basket | \$200    |
| PVC          | \$2,000  |
| Hardware     | \$1,000  |
| Labor        | \$12,760 |

**Total**                **\$29,689**

**RECOMMENDATION:** Motion to approve the quote from Aquatic Source and resolution amending the FY 2025 general fund budget to appropriate fund balance in an amount not to exceed \$30,000 to the Parks and Recreation capital outlay account

**PREPARED BY:**        Chad Craig, Parks & Recreation Director

**State of Michigan  
County of Wayne  
City of Grosse Pointe Park**

**RESOLUTION TO ADOPT AND AMEND THE FY2024-2025  
REPAIR OF PARKS & RECREATION CHILDREN’S POOL**

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 August 12, 2024, the following resolution was offered:

Motion by Councilmember \_\_\_\_\_ seconded by Councilmember \_\_\_\_\_ to adopt the following resolution:

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

**WHEREAS**, the FY2024-2025 budget was approved by the City Council on May 13, 2024; and,

**WHEREAS**, the City Council of Grosse Pointe Park is presented with a request to repair the city’s parks and recreation children’s pool at Windmill Park with Aquatic Source the city’s preferred vendor, in the amount of \$30,000 in the 2024-20245 Fiscal Year; and,

**WHEREAS**, the repair of \$30,00.00 will require an amendment to the FY2025 General Fund’s budget to appropriate General Fund fund balance in an amount not of \$30,000 to the Parks & Recreation capital outlay account 101-751-970.000; and,

**NOW, THEREFORE BE IT RESOLVED** that the City of Grosse Pointe Park Council members hereby adopt this resolution 2024-08-12 item ## authorizing the Finance Director to amend the FY2024-2025 General Fund budget and further authorizes the purchase from Aquatic Source for of repair of the City’s Windmill Park Children’s Pool.

**RESOLUTION DECLARED ADOPTED**

At a regular meeting of the City Council for the City of Grosse Pointe Park held on August 12, 2024, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

Motion Carried Unanimously

**CERTIFICATION**

STATE OF MICHIGAN        )  
                                      ) ss.  
COUNTY OF WAYNE        )

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

IN WITNESS WHEREOF, I have hereunto set my official signature, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

---

Bridgette Bowdler, City Clerk  
City of Grosse Pointe Park



## CITY COUNCIL MEETING

DATE: August 12, 2024

---

**SUBJECT:** Approval of Front Counter Glass Installation

**SUMMARY:** The Grosse Pointe Park City Hall after review with Public Safety and Building Maintenance, has recommended several security enhancements for the safety and security of staff. One of those recommendations is to install glass at the front counters of City Administration, Court and the Building/Clerk Offices. Additionally, the City Administration and Building/Clerk counters have no security doors and anyone can walk past either front counter and enter city offices. Along with the glass installation, both doors at the counters to City Administration and Building/Clerk will have doors with access control ability installed. These measures will allow staff to work with residents in a safe environment and help to prevent an incident if it were to happen. The recommended vendor, Clinton Valley Products, recently installed security enhancements to Grosse Pointe Woods City Hall and the Department of Public Works.

**FINANCIAL IMPACT:** The following quotes were received for this project.

- Clinton Valley Products \$26,500
- Commercial Glass \$28,949

**RECOMMENDATION:** Motion to award Clinton Valley Products and resolution amending the FY 2025 general fund budget to appropriate fund balance in an amount not to exceed \$30,000 to the General Government capital account

**PREPARED BY:** Nick Sizeland, City Manager



|             |                 |
|-------------|-----------------|
| Date        | July 25, 2024   |
| Valid Until | 60 days         |
| Quote #     | GPP - City Hall |

**Customer:**

The City of Grosse Pointe Park

**Quote/Project Description**

Grosse Pointe Park City Hall

15115 E. Jefferson Ave

Grosse Pointe Park, MI 48230

**Description**

Furnish and Install -

|                                      |           |
|--------------------------------------|-----------|
| Group 1 - 1/2" Clear tempered glass. | 13,000.00 |
| Clear Anodized                       |           |
| *Add for Black                       | 900.00    |
| Group 2 - 1/2" Clear tempered glass. | 11,000.00 |
| Clear Anodized                       |           |
| *Add for Black                       | 2,000.00  |
| Group 3 - 3/8" Clear tempered glass. | 2,500.00  |
| Clear Anodized                       |           |
| *Add for Black                       | 200.00    |

**Exclusions**

Engineering, Wood Blocking, Final Cleaning, Demo, Wiring, Mirrors, Special Hardware, Interior,  
Testing, Premium Time, Overtime, Shift Work

|                   |           |                  |
|-------------------|-----------|------------------|
| <b>Base Total</b> | <b>\$</b> | <b>26,500.00</b> |
| <b>Add Total</b>  | <b>\$</b> | <b>3,100.00</b>  |

Above information is not an invoice and only an estimate of services/goods described above.

Please confirm your acceptance of this quote by signing this document

Signature

Print Name

Date

**Thank you for your business!**

Should you have any enquiries concerning this quote, please contact Mark Juliano II at 586.246.6266

19015 14 Mile Rd. Clinton Township, MI 48035

P: 586.447.9000 F: 586.447.9009 markjr@clintonvalleyproducts.com

# Clinton Valley Products, LLC

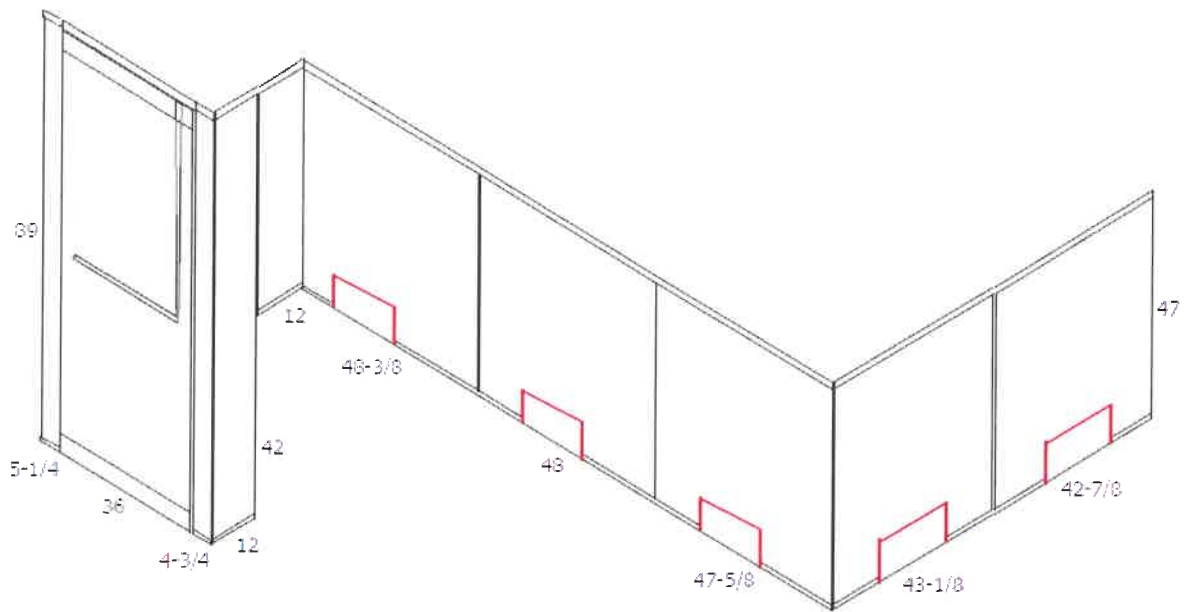
19015 14 Mile Rd. Clinton Twp., MI 48035

Office: 586-447-9000

Fax: 586-447-9009

## CITY OF GROSSE POINTE PARK

### GROUP #1



CR Laurence Wedge-Lock Rail System (P-STYLE DOOR) or Equivalent

#### **Door Hardware:**

- 4-1/2" x 1-3/4" header with OHCC (Customer to verify function - 105 NHO)
- 4" tapered top/bottom rail
- Blumcraft rail mounted keyed access "D" exterior top securing panic handle (Brushed Stainless)
- Electric strike keeper for single door – fail secure (Brushed Stainless)
- adjustable bottom pivot

#### **Sidelite Hardware:**

- 1" x 1-1/2" u-channel at head with roll-in vinyl
- 1" x 1" u-channel at sill with roll-in vinyl
- with endcaps at door opening

# Clinton Valley Products, LLC

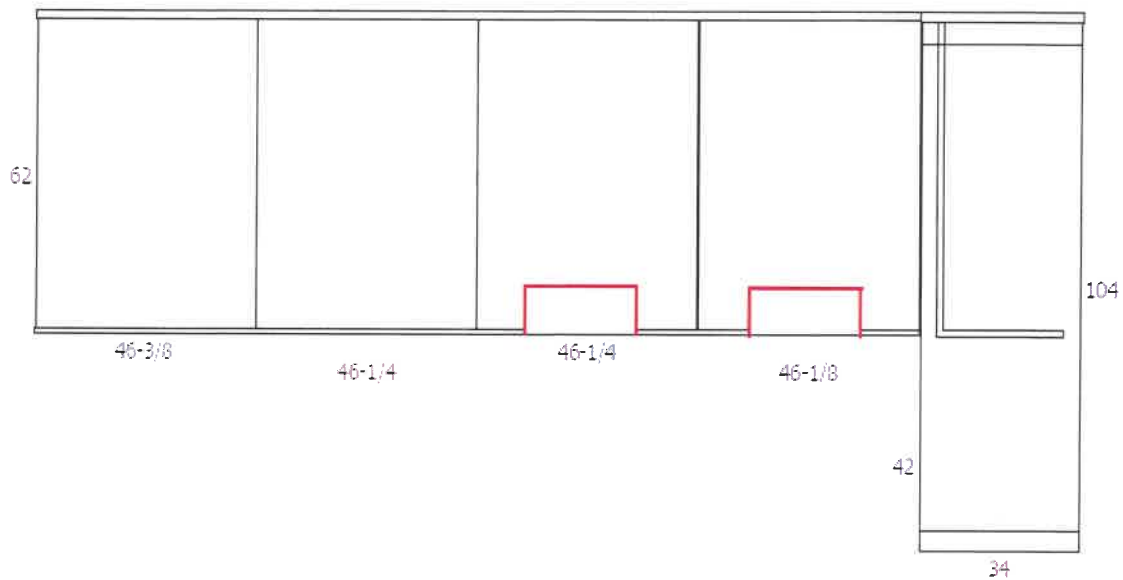
19015 14 Mile Rd. Clinton Twp., MI 48035

Office: 586-447-9000

Fax: 586-447-9009

## CITY OF GROSSE POINTE PARK

### GROUP #2



CR Laurence Wedge-Lock Rail System (P-STYLE DOOR) or Equivalent

#### **Door Hardware:**

- 4-1/2" x 1-3/4" header with OHCC (Customer to verify function - 105 NHO)
- 4" tapered top/bottom rail
- Blumcraft rail mounted keyed access "D" exterior top securing panic handle (Brushed Stainless)
- Electric strike keeper for single door – fail secure (Brushed Stainless)
- adjustable bottom pivot

#### **Sidelite Hardware:**

- 1" x 1-1/2" u-channel at head with roll-in vinyl
- 1" x 1" u-channel at sill with roll-in vinyl
- with endcaps at door opening

## Clinton Valley Products, LLC

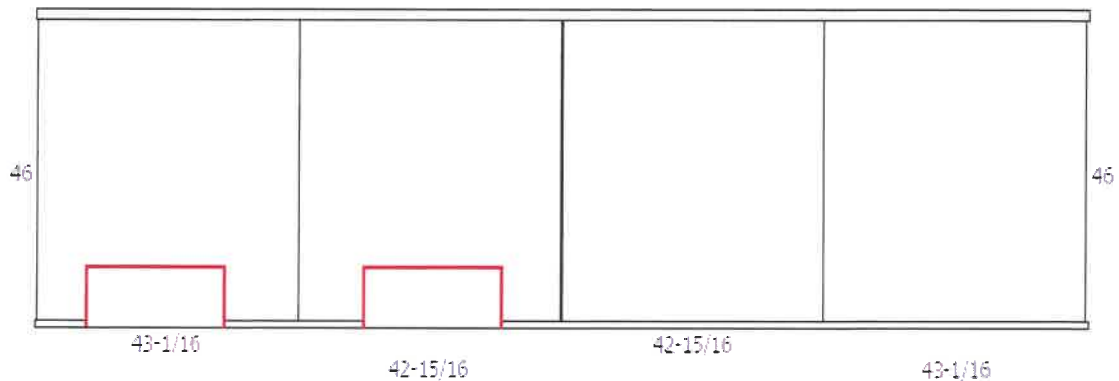
19015 14 Mile Rd. Clinton Twp., MI 48035

Office: 586-447-9000

Fax: 586-447-9009

### CITY OF GROSSE POINTE PARK

#### GROUP #3



---

CR Laurence U-Channel System (P-STYLE DOOR) or Equivalent

#### **Sidelite Hardware:**

- 1" x 1-1/2" u-channel at head with roll-in vinyl
  - 1" x 1" u-channel at sill with roll-in vinyl
  - with endcaps at door opening
-

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

**Resolution to amend the FY2024-2025 Budget – City Hall Security Upgrades**

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 August 12, 2024, the following resolution was offered:

Present Members:

Absent Members:

Motion by Councilmember \_\_\_\_\_ seconded by Councilmember \_\_\_\_\_ to adopt the following resolution:

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

**WHEREAS**, the referenced amendments are reflective of activity incurred in the General Fund since the adoption of the FY2024-2025 budget approved on May 13, 2024, and;

**WHEREAS**, The City Council of Grosse Pointe Park was presented with a proposed budget amendment for Fiscal/Calendar Year 2024-2025, and;

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

**WHEREAS**, the City Council awards Clinton Valley Products LLC and authorizes the city manager to execute the city hall security upgrades in a total amount not to exceed \$30,000, and;

**WHEREAS**, the City Council authorizes the Finance Director to appropriate General Fund fund balance in the amount of \$30,000 to 101-173-970.000 capital account, and;

**NOW, THEREFORE BE IT RESOLVED** that the City of Grosse Pointe Park Council Members hereby adopts resolution 2024-08-12 item ## amending the FY2024-2025 budget by authorizing the Finance Director to appropriate General Fund fund balance in the amount of \$30,000.

**RESOLUTION DECLARED ADOPTED**

At a regular meeting of the City Council for the City of Grosse Pointe Park held on August 12, 2024, at 7:00 p.m., the following roll call vote was taken:

YEAS: Councilmembers Dreaver, Gallagher, Caulfield, Wiener, Kolar 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



## CITY COUNCIL MEETING

DATE: August 12, 2024

**SUBJECT:** Ordinance #243

**SUMMARY:** The Public Safety and Code Enforcement Departments have requested several amendments to the City Code. These requests span multiple chapters and are designed to address various community concerns, enhance public safety, and ensure proper regulation of business practices, offenses, solid waste management, and traffic regulations.

### Summary of Proposed Amendments

#### 1. Chapter 22: Licenses, Permits, and Miscellaneous Business Regulations

##### ○ Article I – General Violations and Penalties (Sec. 22-2)

- Replaces the existing misdemeanor penalty for violations of the City's business licensing requirements with one of a municipal civil infraction.
- Specifies fines and costs for non-compliance, ranging from \$9.00 to \$500.00.
- Outlines enforcement mechanisms, including court orders and liens against properties for unpaid fines and costs.

#### 2. Chapter 28: Offenses

##### ○ Article III – Offenses Against the Person (Sec. 28-68)

- Introduces the offense of cyberbullying, defining prohibited behaviors and corresponding penalties. This allows the City to prosecute the state's cyberbullying law as a local ordinance.
- Establishes that cyberbullying is a misdemeanor punishable by up to 90 days in jail or a fine of up to \$500.00.

#### 3. Chapter 34: Solid Waste

##### ○ Article II – Collection and Disposal (Sec. 34-22)

- Adds requirements for the condition and storage of solid waste containers to prevent health hazards and maintain neighborhood cleanliness.
- Specifies that containers must be free from holes, cracks, and must be stored to prevent rodent and insect infestations.

#### 4. Chapter 40: Traffic and Vehicles

##### ○ Article I – Adoption of Michigan Insurance Code (Sec. 40-06)

- Adopts Section 3102 of the Michigan Insurance Code to align local traffic regulations with state insurance requirements. Section 3102 pertains to requirements for nonresident owners or registrants of motor vehicles or motorcycles that are not registered in Michigan. By adopting this Section, the City can prosecute as a local ordinance.

**FINANCIAL IMPACT:** N/A

**RECOMMENDATION:** Council review the proposed ordinance(s) as a first reading.

**PREPARED BY:** Warren Rothe, Assistant City Manager

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

**Ordinance No. \_\_\_\_**

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GROSSE POINTE PARK BY REVISING AND AMENDING CHAPTER 22, ARTICLE I, BY ADDING MUNICIPAL CIVIL INFRACTION VIOLATION AND PENALTIES FOR BUSINESS REGULATIONS; AMENDING CHAPTER 34, ARTICLE II, SECTION 34-22, BY ADDING SOLID WASTE CONTAINER CONDITION REQUIREMENTS; AMENDING CHAPTER 28, ARTICLE III, BY ADDING THE OFFENSE OF CYBERBULLYING; AND AMENDING CHAPTER 40, ARTICLE I, BY ADOPTING A SECTION OF THE MICHIGAN INSURANCE CODE.**

**THE CITY OF GROSSE POINTE PARK ORDAINS:**

**Section 1.** Chapter 22 – Licenses, Permits and Miscellaneous Business Regulations, Article I – In General, of the Code of the City of Grosse Pointe Park, is amended to add Sec. 22-2. – Violations and Penalties, with Secs. 22-3—22-20. being Reserved:

**Sec. 22-2. – Violations and Penalties**

- (a) *Municipal civil infraction.* Unless specified otherwise, any person, firm, or corporation violating a provision of this chapter, upon an admission or a finding of responsibility for such violation, shall be deemed responsible for a municipal civil infraction as that term is defined and used in MCL 600.101 et seq., as amended, and shall pay a civil fine as prescribed below or as determined by the Municipal Court Judge.
- (b) *Costs.* Any person, firm, or corporation ordered to pay a fine under Subsection (a) of this section shall be ordered by the Municipal Court Judge to pay costs of not less than \$9.00 or more than \$500.00 to the City for reimbursement of all expenses, direct or indirect, arising out of, and in connection with, the violation of the this chapter up to the entry of the court's judgment or order to pay fines and costs.
- (c) *Additional writs and orders.* Except as otherwise provided, a person who admits or is found responsible for violation of this chapter shall comply with any order, writ, or judgment issued by the Municipal Court to enforce this chapter pursuant to Chapters 83 and 87 of the revised judicature act, MCL 600.8301 et seq., and 600.8701 et seq., as amended.
- (d) *Defaults on payments of fines and costs.* A default in payment of a civil fine, costs, or damages, or expenses ordered under Subsection (a) or (b) of this section, or an installment of the fine, costs, or damages or expenses as allowed by the Court, may be collected by the City by a means authorized for the enforcement of a judgment under Chapter 40 or 60 of the revised judicature act, MCL 600.4001 et seq., or 600.6001 et seq., as amended.

- (e) *Failure to appear in court.* A defendant who fails to answer a citation or notice to appear in court for a violation of this chapter is guilty of a misdemeanor, punishable by a fine of not more than \$500.00 plus costs and/or imprisonment not to exceed 90 days.
- (f) *Lien against land, building, or structure.* If a defendant does not pay a civil fine or costs or an installment ordered under Subsection (a) or (b) of this section within 30 days after the date upon which the payment is due for a violation of this chapter involving the use or occupation of land or a building or other structure, the City may obtain a lien against the land, building, or structure involved in the violation by recording a copy of the court order requiring payment of the fine and costs with the County Register of Deeds. The court order shall not be recorded unless a legal description of the property is incorporated in or attached to the court order.
  - (1) The lien is effective immediately upon recording of the court order with the Register of Deeds.
  - (2) The court order recorded with the Register of Deeds shall constitute the pendency of the lien. In addition, a written notice of the lien shall be sent by the City by first class mail to the owner of record of the land, building, or structure at the owner's last known address.
  - (3) The lien may be enforced and discharged by the City in the manner prescribed by its Charter, by the general property tax act, Public Act No. 206 of 1893, being MCL 211.1 et seq., or by an ordinance duly passed by the City. However, property is not subject to sale under Section 60 of Public Act No. 206 of 1893 (MCL 211.60), for nonpayment of a civil fine or costs or an installment ordered under Subsection (a) or (b) of this section unless the property is also subject to sale under MCL 211.1 et seq., as amended, for delinquent property taxes.
  - (4) A lien created under this section has priority over any other lien unless one or more of the following apply:
    - a. The other lien is a lien for taxes or special assessments.
    - b. The other lien is created before the effective date of the ordinance from which this chapter is derived.
    - c. Federal law provides the other lien has priority.
    - d. The other lien is recorded before the lien under this section is recorded.
  - (5) The City may institute an action in a court of competent jurisdiction for the collection of the fines and costs imposed by a court order for a violation of this chapter. However, an attempt by the City to collect the fines or costs does not invalidate or waive the lien upon the land, building, or structure.
  - (6) A lien provided for by this subsection (f) shall not continue for a period longer than five years after a copy of the court order imposing a fine or cost is recorded unless within that time an action to enforce the lien is commenced.

**Section 2.** Chapter 34 – Solid Waste, Article II – Collection and Disposal, Sec. 34-22 of the Code of the City of Grosse Pointe Park, is amended to add subsection Sec. 34-22(4)(d), which shall now read:

- (1) *Storage of containers.*

- a. Containers shall be stored and placed in an enclosed accessory structure, garage or shed, in the primary structure, or in an approved container or facility for external storage equipped with tight-fitting vermin-proof lids inconspicuously placed on the premises during intervals between City collection days. Containers not enclosed in an accessory structure or primary structure shall be stored to the rear or side of the primary structure, garage, or accessory structure as close to the structure as possible.
- b. Containers serving property on a public or private alleyway shall not be stored in the public or private alleyway and must be located inside the rear lot line of the property.
- c. Containers shall be stored in such a manner as to prevent water from falling on the container and entering it. The City or its contractor may decline to collect or empty any container filled or partially filled with ice or water.
- d. Containers must be:
  - i) Without holes, cracks, or other condition which would allow insects to penetrate the container;
  - ii) Placed in a manner that it will be free of rodents and insects, clean and neat, and erected in such a manner as to not allow the container to blow over and dump the refuse inside; and
  - iii) Shall not be kept in a condition that is a nuisance or hazard to the health, safety, or welfare of the inhabitants of the neighborhood.

**Section 3.** Chapter 28 – Offenses, Article III – Offenses Against the Person, Sec. 28-68 of the Code of the City of Grosse Pointe Park, currently Reserved, is amended to Cyberbullying:

**Sec. 28-68. Cyberbullying.**

- (a) A person shall be guilty of Cyberbullying if they engage in either of the following:
  - a. Post a message or statement in a public media forum about any other person if both of the following apply:
    - i. The message or statement is intended to place a person in fear of bodily harm or death and expresses an intent to commit violence against the person; and
    - ii. The message or statement is posted with the intent to communicate a threat or with knowledge that it will be viewed as a threat;
  - b. Post a message through the use of any medium of communication, including the internet or a computer, computer program, computer system, or computer network, or other electronic medium of communication, without the victim's consent, if all of the following apply:
    - i. The person knows or has reason to know that posting the message could cause 2 or more separate noncontinuous acts of unconsented contact with the victim;

- ii. Posting the message is intended to cause conduct that would make the victim feel terrorized, frightened, intimidated, threatened, harassed or molested;
- iii. Conduct arising from posing the message would cause a reasonable person to suffer emotional distress and to feel terrorized, frightened, intimidated, threatened, harassed, or molested.

(b) As used in this section:

- a. "Computer" means any connected, directly interoperable or interactive device, equipment, or facility that uses a computer program or other instructions to perform specific operations including logical, arithmetic, or memory functions with or on computer data or a computer program and that can store, retrieve, alter, or communicate the results of the operations to a person, computer program, computer, computer system, or computer network.
- b. "Computer network" means the interconnection of hardwire or wireless communication lines with a computer through remote terminals, or a complex consisting of 2 or more interconnected computers.
- c. "Computer program" means a series of internal or external instructions communicated in a form acceptable to a computer that directs the functioning of a computer, computer system, or computer network in a manner designed to provide or produce products or results from the computer, computer system, or computer network.
- d. "Computer system" means a set of related, connected or unconnected, computer equipment, devices, software, or hardware.
- e. "Credible threat" means a threat to kill another individual or a threat to inflict physical injury upon another individual that is made in any manner or in any context that causes the individual hearing or receiving the threat to reasonably fear for his or her safety or the safety of another individual.
- f. "Device" includes, but is not limited to, an electronic, magnetic, electrochemical, biochemical, hydraulic, optical, or organic object that performs input, output, or storage functions by the manipulation of electronic, magnetic, or other impulses.
- g. "Emotional distress" means significant mental suffering or distress that may, but does not necessarily, require medical or other professional treatment or counseling.
- h. "Internet" means that term as defined in section 230 of title II of the communications act of 1934, chapter 652, 110 Stat. 137, 47 U.S.C. 230.
- i. "Post a message" means transferring, sending, posting, publishing, disseminating, or otherwise communicating or attempting to transfer, send, post, publish, disseminate, or otherwise communicate information, whether truthful or untruthful, about the victim.
- j. "Unconsented contact" means any contact with another individual that is initiated or continued without that individual's consent or in disregard of that individual's expressed desire that the contact be avoided or discontinued. Unconsented contact includes any of the following:

- i. Contacting the victim by telephone.
  - ii. Sending mail or electronic communications to the victim through the use of any medium, including the internet or a computer, computer program, computer system, or computer network.
  - k. "Victim" means the individual who is the target of the conduct elicited by the posted message or a member of that individual's immediate family.
- (c) All violations of this section shall be misdemeanors and, upon conviction thereof, shall be punishable by a sentence of not more than 90 days of confinement to jail or by a fine of not more than \$500.00, or both.

**State law reference** – Cyberbullying, MCL § 750.411x & Posing messages through electronic medium, MCL § 750.411s

**Section 4.** Chapter 40 – Traffic and Vehicles, Article I – In General, Sec. 40-06, of the Code of the City of Grosse Pointe Park, currently Reserved, is amended to Adoption of Section 3102 of the Michigan Insurance Code:

**Sec. 40-06. Adoption of Section 3102 of the Michigan Insurance Code.**

Section 3102 of the Michigan Insurance Code of 1956, 1956, Public Act 218, as amended, pertaining to required insurance is adopted by reference and shall be enforced as an ordinance in the City with the penalties for violating same being a misdemeanor, punishable by a sentence of not more than 90 days of confinement to jail, a fine of not less than \$200.00 nor more than \$500.00, or both.

**State law reference** – Nonresident owner or registrant of motor vehicle or motorcycle to maintain security for payment of benefits, MCL § 500.3102



## CITY COUNCIL MEETING

DATE: August 12, 2024

**SUBJECT:** 2024 State of the City

**SUMMARY:** Mayor Hodges and members of Council and Administration will be providing each a brief discussion regarding committees, commissions, liaison positions, etc. for a 2024 State of the City review.

### Agenda

Mayor Hodges - Overview

Mayor Pro Tem Caulfield - Finance, Recreation, GPP Foundation, Ordinance Review

Councilmember Dreaver- Community Engagement, Beautification Commission

Councilmember McMillan - Public Safety, Marina and Personnel

Councilmember Gallagher- MML (partner on Public Safety update)

Councilmember Kolar - SEMCOG (partner on Community Engagement and Finance updates)

Councilmember Wiener - Infrastructure and GPP Business Association

Mayor Hodges- Planning Commission, DDA/TIFA, BOE/Trombly, Seniors, Partner Organizations, DEI, and Ethics Review Board

City Manager Sizeland - Key Indicators, FY 2024/25, Acknowledge staff

Hodges - Wrap Up

**FINANCIAL IMPACT:** Not Applicable

**RECOMMENDATION:** Review and Listen to 2024 State of the City

**PREPARED BY:** Nick Sizeland, City Manager