



AGENDA - City Council

DATE: December 9, 2024 7:00 PM City Council Chambers

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
 - I. Trombly Resolution
- IV. Approval of Consent Agenda
 - I. Approval of November 12, 2024 Minutes
 - II. Approval of November 20, 2024 Joint Meeting Minutes
 - III. Committee & Commissions Report
 - IV. Wayne County Annual Maintenance Permit Renewal
 - V. Approve TMF Grant Engineering Proposal
 - VI. Council Meeting Dates
 - VII. City Manager/Public Safety Report
 - VIII. Invoices over \$5,000
- V. Public Comment (Agenda Items)
- VI. Approval of Regular Agenda
- VII. Unfinished Business
 - I. Ordinance #244: Zoning Ordinance
 - II. Ordinance #245: Short-Term Rentals
 - III. Adopt Short-Term Rental Ordinance Fees and Fines
- VIII. New Business
 - I. Donation Acceptance from Grosse Pointe Public Safety Foundation
 - II. Grosse Pointe Animal Adoption Service Agreement
 - III. Amendment Cafeteria 125 Plan
 - IV. Recreation Commission Appointments
 - V. Council Comment
- IX. Public Comment (Non-Agenda Items)
- X. 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
WAYNE COUNTY, MICHIGAN**

**RESOLUTION SUPPORTING A DECISION ON TROMBLY ELEMENTARY SCHOOL
STATUS**

WHEREAS, schools in local governments act as a central hub for families, fostering a sense of connection and shared purpose, attracting new residents, boosting local economies, providing a safe space for children to learn and grow, and contributing to overall neighborhood cohesion and well-being by facilitating interactions between families and creating a sense of shared responsibility for the community's future; and;

WHEREAS, Trombly Elementary School a Grosse Pointe Public School Institution was closed in June of 2020 as a fully operational school and the Early Childhood Center in June of 2022 in Grosse Pointe Park with no clear solution to the future of building; and;

WHEREAS, the Grosse Pointe Park City Council on November 14, 1983 voted on a resolution opposing redistricting and possible closure of Trombly Elementary school ; and;

WHEREAS, the Grosse Pointe Park City Council on December 9, 2019 voted on a resolution expressing serious concerns to the closure of Trombly Elementary School as this facility is critical to the economic health and vitality of the surrounding neighborhood and approved an analysis conducted by residents and professionals disputing the redistricting plan; and;

WHEREAS, the Grosse Pointe Park City Council on December 11 , 2023 voted on the following resolution “This Grosse Pointe Park City Council recommends as a priority, to work in partnership with the Grosse Pointe Public School System to effectuate the long-term sustainability of Trombly as a vibrant community asset, preferably as a public elementary school, and to deploy accountability measures, such as those recommended here, to increase the probability of Success. And that the Grosse Pointe Public School System Board of Education makes every effort to accomplish this goal”; and;

WHEREAS, the City of Grosse Pointe Park has participated in multiple one on one meetings with superintendents, appointed council liaisons to the Board of Education, residents and Grosse Pointe Park trustees to discuss Trombly, presented at public comment to school board meetings, hosted a city sponsored town hall event on Trombly, meetings with our philanthropic community and business stakeholders to identify Trombly solutions and adopted its City Master Plan identifying Trombly as a **High Priority** to “Coordinate with the Grosse Pointe Public School System to collaborate on the future use of Trombly Elementary School to ensure that it remains a community asset”; and;

WHEREAS, In order to serve in complete partnership with GPPSS and to demonstrate its commitment to a vital neighborhood that is attractive to families, The City of Grosse Pointe Park could consider prioritization of capital improvement projects around Trombly including water/sewer improvements, sidewalk improvements, roads, provide more

young family programming as the successful Camp Windymill etc. to showcase our commitment to the vitality of the Trombly property and to the surrounding neighborhood in its effort to showcase an attractive use is fulfilled”; and;

WHEREAS, according to the Southeast Council of Michigan Governments utilizing US Census Bureau data from 2010-2022, there is an increase in children under 5 years old of 782 for all Grosse Pointes articulating a population shift of young children here in our communities; and;

WHEREAS, pursuant to the Michigan Building Code, the City of Grosse Pointe Park has the authority to ensure that buildings including Trombly do not fall into disrepair; and;

THEREFORE, be it resolved, the Grosse Pointe Public School system is meeting on December 9th, 2024 to discuss Trombly Elementary School and encourages residents to make their voices be heard on a decision regarding opening Trombly back as an Elementary School or Community Asset; and;

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Hodges, and the Grosse Pointe Park City Council, hereby insist the Grosse Pointe Park Public School System make a decision that ensures this vital asset contributes rather than detracts from the community.

RESOLUTION DECLARED ADOPTED

Michele Hodges, Mayor
City of Grosse Pointe Park, Michigan

It was moved by Member and supported by Member to adopt the Resolution.
Members Voting Yes:
Members Voting No:

The Resolution was declared adopted by the Mayor and has been recorded in the Resolution Book.

Bridgette Bowdler, City Clerk
City of Grosse Pointe Park, Michigan



CITY OF GROSSE POINTE PARK, MICHIGAN
MEETING OF THE CITY COUNCIL
November 12, 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, Wiener, Dreaver, McMillan, and Mayor Hodges.

EXCUSED: Mayor Pro-Tem Caulfield

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

APPROVAL OF CONSENT AGENDA

24-105

Motion by Councilmember McMillan, seconded by Council Member Wiener, to approve to amend the Consent Agenda and to move the grant policy to the regular agenda.

- I. Approval of October 7, 2024, Minutes
- II. Committee & Commissions Report
- III. Fee Schedule Amendment – Parking Passes
- IV. Approve Special Response Team Budget Amendment
- V. Approval of Dental/Vision Insurance
- VI. Non-Union Benefit Policy Amendment
- VII. City Managers Report/Public Safety
- VIII. Invoices over \$5,000
- IX. Approval of Grant Policy

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

NAYS: None

Motion Carried Unanimously

24-106

Motion by Councilmember Gallagher, seconded by Councilmember Kolar to approve the items on the Consent Agenda minus the Approval of Grant Policy.

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

NAYS: None

Motion Carried Unanimously

PUBLIC COMMENT:

0 public comments were made.

24-107

Motion by Councilmember Wiener, seconded by Councilmember Dreaver, to approve the Regular Agenda.

AYES: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motion Carried Unanimously

NEW BUSINESS:

24-108

Motion by Councilmember Gallagher, seconded by Councilmember Kolar, to adopt the Resolution to Honor Deer Elementary School Centennial.

AYES: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motion Carries Unanimously

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

Resolution to Honor Defer Elementary School Centennial

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 November 12, 2024, the following resolution was adopted.

Present Members: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan, and Mayor Hodges.

Absent Members: Mayor Pro-Tem Caulfield

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

WHEREAS, Defer Elementary was founded in 1924 and designed by architect George J. Haas with the mission of providing quality education to the students of the Grosse Pointe Public School System, and since its inception has served as an important institution in the development and enrichment of the community; and

WHEREAS, over the course of the past **100 years**, the **Defer Elementary Dragons** has fostered academic excellence, cultural enrichment, and personal growth among its students, producing generations of leaders, educators, professionals, and community members who have contributed to the prosperity of Grosse Pointe Park, Wayne County and the State of Michigan; and

WHEREAS, the faculty, staff, and administration including Principal Dr. Lisa Rheume of **Defer Elementary** have remained dedicated to the educational and personal development of its students, adapting to changing educational needs and striving to meet the highest standards of academic achievement and character formation; and

WHEREAS, the Defer Elementary Centennial celebration presents an opportunity to reflect on the school's past accomplishments, honor those who have contributed to its success, and look forward to the future as it continues to educate and inspire students for many years to come;

NOW THEREFORE, BE IT RESOLVED, by the Grosse Pointe Park City Council that:

1. The City of Grosse Pointe Park hereby congratulates **Defer Elementary** on its **100th Anniversary**, recognizing its significant impact on the community and its continued dedication to the education of young people.
2. The City of Grosse Pointe Park City Council extends its appreciation to the students, faculty, staff, parents, alumni, and community members whose

contributions have made **Defer Elementary** a cornerstone of educational excellence for the past century.

3. The Grosse Pointe Park City Council expresses its confidence in the continued success of **Defer Elementary** as it continues to build upon its proud legacy of providing quality education and fostering a strong sense of community.
4. This resolution shall be presented to the administration of **Defer Elementary** in recognition of its Centennial Celebration, and a copy of this resolution shall be placed in the official records of the City.

NOW THEREFORE, BE IT FURTHER RESOLVED, that the Grosse Pointe Park City Council encourages all residents of Grosse Pointe Park to join in celebrating this historic milestone, and to continue supporting the ongoing success of **Defer Elementary** in its next 100 years.

RESOLUTION DECLARED ADOPTED

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

YEAS: Councilmembers Kolar, Gallagher, Wiener, Dreaver, 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 12th day of November 2024.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 12th day of November 2024.

Bridgette Bowdler, City Clerk
City of Grosse Pointe Park

24-109

Motion by Councilmember Wiener, seconded by Councilmember McMillan, to approve the resolution as presented opting out the City from PA 152.

AYES: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motion Carries Unanimously

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

**RESOLUTION TO COMPLY WITH THE PUBLICLY FUNDED HEALTH
INSURANCE CONTRIBUTION ACT**

At a regular meeting of the City Council for the City of Grosse Pointe Park, Wayne County, Michigan, held in the Municipal Building of said City, on the 12th day of November 2024 at 7:00 p.m., the following resolution was adopted.

Present Members: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan, and Mayor Hodges.

Absent Members: Mayor Pro-Tem Caulfield

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

WHEREAS, Public Act 152 of 2011 (the “Act”) was passed by the State legislature and signed by the Governor on September 24, 2011; and,

WHEREAS, the Act contains three options for complying with the requirements of the Act; and

WHEREAS, the three options are as follows:

1. Section 3 – “Hard Caps” Option – limits a public employer’s total annual health care costs for employees based on the coverage levels, as defined in the Act;
2. Section 4 – “80%/20%” Option – limits a public employer’s share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
3. Section 8 – “Exemption” Option – a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act

by an annual 2/3 vote of the governing body;

WHEREAS, the City of Grosse Pointe Park has decided to adopt the Exemption Option as its choice of compliance under the Act;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Grosse Pointe Park elects to comply with the requirements of Public Act 152 of 2011 by adopting the Exemption Option for the medical benefit plan coverage year January 1, 2025, through December 31, 2025.

RESOLUTION DECLARED ADOPTED

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

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

NAYS: None

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Clerk of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the 12th day of November 2024.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 12th day of November 2024.

Bridgette Bowdler, City Clerk
City of Grosse Pointe Park

24-110

Motion by Councilmember Wiener, seconded by Councilmember Kolar, to approve the reappointments of Arthur Mullen and Pier King-Piepenbrok to the TIFA Board for a four-year term ending in 2028.

AYES: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motion Carries Unanimously

24-111

Motion by Councilmember Wiener, seconded by Councilmember Dreaver, to approve the Grant Policy.

AYES: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motion Carries Unanimously

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

Resolution to adopt Federal Awards Grant Administration Policy

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 November 12, 2024, the following resolution was adopted.

Present Members: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan, and Mayor Hodges.

Absent Members: Mayor Pro-Tem Caulfield

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

WHEREAS, Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) requires the City Council to adopt by resolution a written policy governing Federal Grant Awards; and,

WHEREAS the City of Grosse Pointe Park City Council is electing to use the 15% percent de minimis indirect cost rate as allowed under the Uniform Guidance; and,

WHEREAS, The City Manager and the City Treasurer/Finance offices are responsible for the internal controls of grant accounting, monitoring, retrieving and generally overseeing compliance with the City of Grosse Pointe Park's Federal Award Administration Grant Policy; and,

WHEREAS, the City Council understands that the grant funding requirements fall under the Uniform Budgeting and Account Act of the State of Michigan and requires the legislative body of the local unit to amend the general appropriations when deviations from the original budget are determined; and,

WHEREAS, the City Council recognizes that expenditures are to be appropriated and revenues are to be recognized upon receipt of the grant award, in the city's adopted budget at the next available city council meeting prior to any expenditure of the awarded grant funds; and,

WHEREAS, the City of Grosse Pointe Park will report Federal grant expenditures in compliance with the Uniform Guidance understanding that certain types of expenditures are not allowable or are limited to reimbursement; and,

NOW THEREFORE, BE IT RESOLVED, the City of Grosse Pointe Park City Council hereby adopts resolution **24-111** for the Federal Awards Administration Grant Policy,

NOW THEREFORE, BE IT FURTHER RESOLVED, that the following policy, as attached to this resolution, shall govern the roles and responsibilities, guidelines and use, reporting requirements, and internal controls, of the Federal Award Administration of Grants.

RESOLUTION DECLARED ADOPTED

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

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

NAYS: None

Motion Carried Unanimously

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

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IN WITNESS WHEREOF, I have hereunto set my official signature, this 12th day of November 2024.

City Clerk
City of Grosse Pointe Park

COUNCIL COMMENT:

- Councilmember Kolar commented on the following: Early voting stickers were great! Leaf pick-up is awesome.
- Councilmember Gallagher commented on the following: November 20th joint Planning Commission/City Council meeting for short term rentals.
- Councilmember Wiener commented on the following: EERV – Family will be honored for donations. Joint Planning Commission/Council meeting November 30th, consider changing Mayor to 4-year term in Charter
- Councilmember Dreaver commented on the following: November 14, 2024 Beautification Open House.
- Councilmember McMillan commented on the following: Safety Open House was great. Thank you to our Police, they reached out to the community Offered hot dogs, smoke detectors and safety tips for children.
- Mayor Hodges commented on the following: We did receive notification from the DEQ that the FCA aka Stellantis US Detroit Assembly Complex at Mack Ave. that the permit to install was granted and approved. Glad to announce that our Monarchs pledge was approved.

PUBLIC COMMENT (NON-AGENDA ITEMS)

3 Public Comments were made.

ADJOURNMENT

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

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

NAYS: None

Motion Carried Unanimously

With no further business, the meeting adjourned at 8:29 p.m.

Bridgette Bowdler - City Clerk

Danielle Caudill- Deputy City Clerk

Planning Commission & City Council MEETING -
November 20, 2024, 7:00 PM

CALL TO ORDER

Chair Coletta called the meeting to order at 7:00 PM.

ROLL CALL

PLANNING COMMISSION MEMBERS PRESENT: Kozak, Saros, Stachecki, Vethacke, Hodges, and Chair Coletta

CITY COUNCIL MEMBERS PRESENT: Caulfield, Hodges, Wiener, McMillan, Kolar, Gallagher, and Dreaver

ALSO PRESENT: Nick Sizeland, City Manager; Warren Rothe, Secretary and Assistant City Manager; Morgan Martin, City Attorney

APPROVAL OF MEETING MINUTES

Motion by Caulfield, seconded by Dreaver to approve the minutes from the August 26, 2024, Joint Council/Commission Meeting as amended.

The motion carried on a unanimous voice vote.

NEW BUSINESS

SHORT-TERM RENTAL ORDINANCE DRAFTS

Assistant City Manager Rothe, City Manager Sizeland, and City Attorney Martin delivered a presentation on the draft short-term rental ordinances and answered questions from the Council/Commissioners.

PUBLIC COMMENT

Six public comments were given.

The Council/Commissioners gave closing statements.

ADJOURNMENT

Motion by Vethacke, seconded by Dreaver to adjourn the meeting.

The motion carried on a unanimous voice vote.

The meeting adjourned at 9:11 PM.

Grosse Pointe Park Infrastructure General Updates and Status Report December '24:

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

Curbside Leaf Pickup and Yard Waste End Date

Yard Waste Pickup is scheduled to end December 13th. Curbside leaf pickup is currently underway but is scheduled to end December 20th. Please use this link to the city website for a map and specifics.

Curbside Fall Leaf Pickup | Grosse Pointe Park, MI

Sidewalk Repair District 1

Sidewalk repair for this year has been completed, the streets of Cadieux and Harvard have had their repairs conducted. The balance of District 1 will be completed as soon as weather permits in 2025.

Winter Preparation

The Department of public works has conducted equipment review and an inventory of supplies for the winter season. With the first abrupt cold snap of the season, the administration acknowledges that the timing of the salt application was not satisfactory. The protocol for salting the roads has been updated to ensure the Department of Public Works is more aggressive and faster to get salt out going forward this season.

Water Main and Lead Line Recap

The proposed Water Main and lead line projects for the next year will be coming to council early next year.

Priority Waste

Priority Waste continues to work with Public Works and City Administration to improve general service. A presentation was held at the November council meeting to update the city on status and there is a commitment to ongoing communication and status reports.

Sewer Scoping and Cleaning

Sewer Scoping and Cleaning is underway and will continue until weather permits and will restart early next year. We continue to optimize the operation of the sewer. We anticipate further improved capacity and more streamlining of flow. The city-wide charts continue to get refined with this data, we have further built out the models and this all feeds into the implementation of the Capital Improvement Plan.

Jefferson Separation Project

The sewer separation project by Jefferson and Alter to Lakepointe is one of the next major projects planned for Grosse Pointe Park. With some of the new requests and requirements from Wayne county the scope of the project has increased, also increasing the projected cost. The city administration, engineering and our other partners are working on options to ensure this project can still be completed in a timely manner in 2025.

Lead Service Line Verification

Lead service line verification per state mandate is underway, it is important to note that Grosse Pointe Park did secure support in the TMF grant program for \$600,000.



CITY COUNCIL MEETING

DATE: December 9, 2024

SUBJECT: Wayne County Annual Maintenance Permit Renewal

SUMMARY: Annually, the City of Grosse Pointe Park is required to obtain a permit from Wayne County to allow for work to be done that requires closing or obstruction of a county road. The annual maintenance permit authorizes the permit holder to occupy Wayne County roads for the purpose of inspection, repair, and routine maintenance of the following facilities which are under its jurisdiction:

1. Sanitary sewer inspection, repair and routine maintenance;
2. Water main inspection repair and routine maintenance;
3. Storm sewer inspection, repair, and routine maintenance;
4. Application of dust palliatives; and
5. Repair and replacement of existing sidewalks

As a condition of the municipal annual permit, the County requires that the governing body pass a blanket resolution which accomplishes the following:

1. Agrees to fulfill all permit obligations and conditions.
2. To the extent allowed by law, hold harmless and defend Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity.
3. Designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf

A resolution authorizing the permits is required and attached for your consideration.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Approve the Resolution authorizing the execution of Wayne County Permits and authorize Nick Sizeland and Tom Jenny as signatories.

PREPARED BY: Tom Jenny, Director of Public Works



Warren C. Evans
County Executive

November 4, 2024

City Of Grosse Pointe Park
15115 E Jefferson Ave
Grosse Pointe Park, MI 48230-1312

RE: A-25144
2025 Annual Permit Package
Wayne County Department of Public Services
Engineering Division – Permit Office

Attention: Tom Jenny

Enclosed is your Wayne County Annual Permit package. In an effort to expedite the process Wayne County DPS Engineering Division Permit Office is combining the Annual Maintenance Permit, Annual Pavement Restoration Permit, and Annual Special Events Permit into on single application.

1. **Annual Maintenance Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:
 - a. Sanitary sewer inspection, repair and routine maintenance;
 - b. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter);
 - c. Other utilities (i.e. natural gas, electric or fiber optic);
 - d. Application of dust palliatives; and
 - e. Repair and replacement of existing sidewalks.
2. **Annual Pavement Restoration Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of pavement repair and restoration.
3. **Annual Permit for Special Events:** The annual permit grants preliminary authorization to a municipality to perform the following:
 - a. Temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
 - b. To use a county road as a detour for traffic around such activity taking place on a non-county road; and/or
 - c. Place a temporary banner within the County right-of-way.



In addition to the Annual Permit, this package also includes the applicable following attachments, which are incorporated by reference into the permit:

- A. Scope of Work and Conditions for Municipal Maintenance Permits, *if applicable*
- B. Annual Special Events Attachment for Municipalities, *if applicable*
- C. Banner Attachment for Municipalities, *if applicable*
- D. General Conditions and Limitations of Permits, *if applicable*
- E. Indemnity and Insurance Attachment, *if applicable*
- F. Model Community Resolution, *if applicable*

As a condition of the municipal annual permit, the County requires that the governing body pass a blanket resolution of approval which accomplishes the following:

- A. Agrees to fulfill all permit obligations and conditions
- B. To the extent allowed by law, hold harmless and defend Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- C. Designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Additionally, the Permit Office requires that each municipality provide a written request on municipal letterhead at least (10) ten business days prior to the commencement of a road closure and/or banner placement. The written request should include all required information as specified in the appropriate attachments, "Annual Special Events for Municipalities" or "Annual Attachment for Banners". Upon approval, the permit office shall issue a permit authorizing the special event activities.

******For all Annual Permits please review the insurance attachment carefully, since the insurance requirements have been recently updated.***

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications Document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

http://www.waynecounty.com/dps/construction_permits.htm

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package.



Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Indira Boda
33809 Michigan Avenue
Wayne, MI 48184**

Once received, the Permit Coordinator will validate your permit and return an executed copy to you for your files.

The *Scope of Work and Conditions for Municipal Maintenance Permits* requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to **734.595.6356**.

Once received, an executed copy will be returned to you for your files. If you have any questions regarding this Annual Permit, please contact me at **734.858.2774**

Respectfully Submitted,

Randa Saghir
Administration Management

C: file

Attachments: Annual Permit
Scope of Work and Conditions for Municipal Maintenance Permits
Annual Special Events Attachment for Municipalities
Banner Attachment for Municipalities
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution



**Wayne County Department of Public Services
Engineering Division – Permit Office**

Indemnity and Insurance Attachment for Pipeline Permits

The Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity whether the negligence is due to the Permit Holder or to joint negligence of the Permit Holder and the County, arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$2,000,000 each occurrence and \$5,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$2,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$2,000,000 for bodily injury each person, each occurrence and property damage liability \$2,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The WCDPS shall be a Certificate Holder on the policy of insurance worded as, "Wayne County, and its officers, agents and employees are named as additional insured parties." It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by Certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office. The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.



Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications For Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Scope of Allowable Work and Conditions
for Annual Pipeline Utility Permits**

General Conditions:

The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG ", at (800) 482-7161, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office, at (734) 955-9920, before starting any emergency underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County. For non emergency work, the Permit Holder shall call (734) 955-2154 at least 72 hours, excluding Saturdays Sundays and holidays, but not more than twenty-one (21) calendar days, before starting work.

Traffic shall be maintained in accordance with the current Manual on Uniform Traffic Control Devices and Wayne County Specifications.

A current copy of the, "Wayne County Rules, Specifications and Procedures for Construction Permits" shall be attached and incorporated as part of the conditions of the permit is available online at:

http://waynecounty.com/dps_engineering_cpoffice.htm

Annual Utility Permits are limited to the following scope of work:

Excavation within the right-of-way for the purpose of inspection, making repairs, and routine maintenance of the utility owned facilities.

Special Conditions for Annual Pipeline Utility Permits

1. Emergency repairs may be made provided notification is given to the Permit Office as soon as possible, and no later than the next Wayne County business day.
2. Immediate notification must be given for emergency (public safety, health and welfare) operations which involve cutting of pavement. An individual permit shall be obtained by the Permit Holder as soon as possible.
3. The Permit Office shall be notified of normal repairs in advance and in writing. The Permit Holder shall provide the approximate location and date of all work to be performed.
4. Utility companies shall submit monthly reports to the Permit Office listing location, date and type of activity for each activity performed under the blanket permit for that month. These reports may be faxed to 734.595.6356.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____
(name of Community), County of Wayne, Michigan, on _____.

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184 PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION. CALL Various Staff (734) 595-6504, Ext: 2009 FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. A-25144	
ISSUE DATE 1/1/2025	EXPIRES 12/31/2025
REVIEW No.	WORK ORDER

PROJECT NAME
GROSSE POINTE PARK - SPECIAL EVENTS

LOCATION VARIOUS	CITY/TWP GROSSE POINTE PARK
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PERMIT HOLDER CITY OF GROSSE POINTE PARK 15115 E JEFFERSON AVE GROSSE POINTE PARK, MI 48230-1312	CONTRACTOR
--	----------------------------

CONTACT TOM JENNY	CONTACT <BLANK>	(313) 802-9119	(313) 995-2444
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DESCRIPTION OF PERMITTED ACTIVITY **(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)**

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS.

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY. EACH REQUEST FOR A BANNER SHOULD BE SUBMITTED ONE MONTH PRIOR TO INSTALLMENT FOR APPROVAL.
 PLEASE REFER TO ATTACHMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

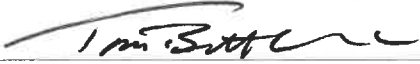
THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 955-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE.

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ([HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY PERMIT FEE \$0.00 PLAN REVIEW FEE..... \$0.00 PARK FEE..... \$0.00 OTHER FEE..... \$0.00 BOND..... \$0.00 INSPECTION DEPOSIT..... \$0.00 OTHER BOND \$0.00 TOTAL COSTS \$0.00 TOTAL CHECK AMOUNT \$0.00 CASHIER _____ DATE 1/1/2025	DEPOSITOR LETTER OF CREDIT DEPOSITOR	APPROVED PLANS PREPARED BY <table border="1"> <tr> <td>PLANS APPROVED BY</td> <td>DATE PLANS APPROVED</td> </tr> <tr> <td></td> <td align="center">1/1/2025</td> </tr> </table> REQUIRED ATTACHMENTS GENERAL CONDITIONS ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES SAMPLE COMMUNITY RESOLUTION RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/dps_engineering_cpoffice.htm	PLANS APPROVED BY	DATE PLANS APPROVED		1/1/2025
PLANS APPROVED BY	DATE PLANS APPROVED					
	1/1/2025					

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

 TOM JENNY PERMIT HOLDER / AUTHORIZED AGENT	DATE _____	WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PREPARED BY _____
_____ <BLANK> CONTRACTOR / AUTHORIZED AGENT	DATE _____	VALIDATED BY _____ DATE _____



CITY COUNCIL MEETING

DATE: December 9, 2024

SUBJECT: Approve TMF Grant Engineering Proposal

SUMMARY: Background:

The City's TMF project involves the physical verification of approximately 690 water service lines, examining three specific points on each service line: both sides of the stop box and adjacent to the meter. This verification will enhance the City's understanding of existing water line materials and allow for informed planning around lead service line replacement. Following verification, information and outreach will be provided to residents regarding potential lead exposure and recommended precautions.

The project also includes the development of a DWSRF Project Plan for FY2025 to facilitate future service replacement efforts, as required by the grant.

Scope of Services:

OHM Advisors, our engineering consultant, has outlined a detailed scope of services in three categories: Service Line Verification, Community Outreach, and Project Planning Document. A summary of each category is as follows:

1. Service Line Verification:

- Select 690 verification locations at random as per EGLE (Michigan Department of Environment, Great Lakes, and Energy) requirements.
- Prepare GIS maps and other exhibits to assist the contractor, Super Construction, in locating and documenting service lines.
- Manage the contractor selection and bidding process, evaluate qualifications, and make recommendations.
- Conduct a pre-construction meeting and bi-weekly progress meetings throughout the project.
- Integrate collected data into the City's GIS and develop insights for future water main replacement projects.

2. Community Outreach:

- Draft and mail notification letters to residents in selected areas.
- Notify residents of lead service lines within 30 days of verification.
- Develop educational materials regarding lead in water systems and safety measures.

3. Project Planning Document:

- Incorporate verified data into the existing SRF project proposal.
- Update cost estimates and planning documents as required, ensuring timely submission.

FINANCIAL IMPACT: The total cost of this project is fully funded by grant resources.

RECOMMENDATION: Accept the proposal as presented.

PREPARED BY: Nick Sizeland, City Manager

December 5, 2024

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

Attention: **Nick Sizeland**
City Manager

Regarding: **TMF Grant Assistance**
Scope of Professional Services

Dear Mr. Sizeland:

OHM Advisors is pleased to submit this proposal for professional services to the City of Grosse Pointe Park to assist with the facilitation of the EGLE TMF Grant.

PROJECT UNDERSTANDING

The project as proposed is to physically verify 690¹ water service lines in three locations on the water service; on both sides of the stop box and next to the meter. After verification, information and outreach to residents regarding lead in water systems should be provided to the residents. Additionally, the grant requires that a DWSRF Project Plan is submitted for FY2025 for a service replacement project.

It is OHM's understanding that the physical verification portion of the project will be self-lead by selected Contractor, Super Construction, and full-time oversight will not be required during this process.

SCOPE OF SERVICES

The following is the scope of services that OHM will provide for this project broken out per the three categories outlined in the grant requirements:

Service Line Verification

1. Randomly select the proposed 360 service locations using the process outlined by EGLE.
2. Develop GIS maps, PDF maps and other necessary exhibits to assist the Contractor in locating and documenting the proposed service verification locations. Provide assistance with GIS logging where necessary throughout the project.
3. Prepare contract documents and post for bidding on BidNet.
4. Evaluate contractor submissions by reviewing submitted documents for completeness and qualifications.
5. Contact references to assess past project performance and validity of submitted qualification documents.

¹ The total number of water service verifications was increased from 360 to 690 due to favorable bid prices received from Super Construction.



6. Provide a recommendation of potential Contractor to the City.
7. Provide documents to present to the City Council and attend Council Meeting.
8. Facilitate pre-construction meeting prior to the start of the verification and bi-weekly progress meetings throughout the project.
9. Verify quantities versus the provided information from the Contractor and send verified pay applications to the City for review and processing.
10. Integrate collected information into the City's GIS.
11. Meet and discuss with the City upcoming water main projects, particularly problematic areas and unknown water service material locations and formulate a plan on what additional service materials should be verified.
12. Use provided data to update CDSMI document on behalf of the City. Organize the collected data and photographs into PDF outputs packaged to send to EGLE.
13. Use the collected data to find focal areas for upcoming WM replacement projects and decide which areas will allow the City to meet the minimum 5% per year replacement requirement.
14. Serve as the primary contact for the Contractor for all questions throughout the physical verification process. Site meetings and visits as warranted throughout the project.

Community Outreach

1. Draft, print and prepare resident notification letters for mailing to selected residents.
2. Notify residents with services containing lead within 30 days after the service has been verified.
3. Develop material for posting regarding lead in water systems and precautionary measures.

Project Planning Document

1. Evaluate provided data and integrate into the existing proposed SRF project.
2. Update and refresh estimates and existing Project Planning Document for resubmittal and submit within the required schedule (anticipated in April of 2025).

FEE SCHEDULE

OHM proposes to provide the above outlined professional services. The Design Engineering Services will be performed on an hourly basis not to exceed fee based on our current rate schedule.

<u>Task</u>	<u>Estimated Fee</u>
Task 1 – Service Line Verification.....	\$85,000
Task 2 – Community Outreach.....	\$10,000
Task 3 – Project Planning Document.....	\$10,000
TOTAL (NOT TO EXCEED)	\$105,000

AUTHORIZATION AND ACCEPTANCE

If this proposal is acceptable to you, your signature on this letter will serve as our authorization to proceed with any reviews assigned. Please return a copy of the signed letter to us for our file. Upon execution, this Proposal, the attached Terms and Conditions, as well as any other attachments will form our agreement.



We thank you for this opportunity to provide professional engineering services. Should there be any questions, please contact us.

Sincerely,
OHM Advisors

Patrick Droze, P.E.

Principal

cc: Katelyn Driscoll

File

**City of Grosse Pointe Park- Design, Bidding and Construction Administrative Services
TMF Grant Assistance**

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

TERMS & CONDITIONS

1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. GOVERNING LAW. The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM

ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.

22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

**RESOLUTION ADOPTING THE 2025 MEETING SCHEDULE FOR THE GROSSE
POINTE PARK CITY COUNCIL**

At a regular meeting of the City Council for the City of Grosse Pointe Park, Wayne County, Michigan, held in the Municipal Building of said City, on the 9th day of December 2024 at 7:00 p.m., the following resolution was adopted.

Present Members:

Absent Members:

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

WHEREAS, the City Council of Grosse Pointe Park is establishing its meetings for the 2025 calendar year; and,

WHEREAS, Section 6.1 of Chapter Six of the City Charter requires that the City Council shall by resolution provide for the time and place of its regular meetings and shall hold at least one regular meeting each month; and,

WHEREAS, the City Council will meet at 7:00 p.m. on the fourth floor of Grosse Pointe Park City Hall located at 15115 E. Jefferson Ave, Grosse Pointe Park, MI 48230; and,

WHEREAS, the meetings will take place the second Monday of every month unless otherwise scheduled by the City; and,

WHEREAS, the following meeting dates are proposed:

- January 13
- February 10
- March 10
- April 14
- May 12
- June 9
- July 14
- August 11
- September 8
- October 13
- November 10
- December 8

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby adopts the proposed meeting dates for the Grosse Pointe Park City Council for the 2025 calendar year.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on December 9th 2024, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Clerk of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the 9th day of December 2024

IN WITNESS WHEREOF, I have hereunto set my official signature, this 9th day of December 2024.

Bridgette Bowdler, City Clerk
City of Grosse Pointe Park



GROSSE POINTE PARK DEPARTMENT OF PUBLIC SAFETY

POLICE/DETECTIVE BUREAU
TEL (313) 822-7400
FAX (313) 822-4543

ADMINISTRATION
TEL (313) 822-4416
FAX (313) 822-4577

James A. Bostock
Director of Public Safety

publicsafety@grossepointepark.org

Public Safety Update – December 2024

Training

Public Safety training for the month of November included *Cultural Bias-Diversity and Harassment* training as well as our annual *Response to Active Violence* training. James Friedman facilitated our diversity training at the Okulski Family Theater. James is a pastor, reserve police officer and department chaplain for Eastpointe, Roseville, St. Clair Shores and New Baltimore Police Departments with over 34 years of experience. Department personnel took part in the two-day training the second week of November.

The *Response to Active Violence* training was held over two days at Trombly school. Officers refreshed their skills over the two-day period with classroom instruction from experienced Special Response Team members from across Michigan and held mock exercises that simulated an actual response. These are the types of situations that we all hope we will never have to respond to, but train for them as if we will.

Advisory Committee

The Public Safety Advisory Committee met on November 14th and topics included our open house review, my experience at the FBI NA, traffic, crime, staffing, Public Safety Foundations and mass notification change from Nixle to Civic Ready.

We also discussed traffic complaints and what residents can do if they have a specific complaint about traffic on their street. First, call or email public safety and let us know about the problem. Once we are aware of it, we can look at what options to take to curtail the issue. We have a number of resources available to us, including traffic counters, speed signs and traffic details. The traffic counter is a great tool because it gives us accurate data on speed, and when the busy times are so that Public Safety can appropriately allocate resources to make our streets safer.

Notifying City Departments

Unfortunately, there was miscommunication between the Public Safety Department and Public Works the day after Thanksgiving that led to a delay in getting salt on the streets. I can assure you that Public Safety and I take this very seriously. Public Safety and Public Works have clarified the communication processes and will continue to work together to ensure that this does not happen again. I apologize for any inconvenience this may have caused.



**GROSSE POINTE PARK
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James A. Bostock
Director of Public Safety

publicsafety@grossepointepark.org

From everyone here at Public Safety, we wish everyone a safe and happy holiday season.

James A. Bostock
Director of Public Safety

City Managers Report and Updates November 2024

Grosse Pointe Chamber Parade

On Friday November 29th the Grosse Pointe Chamber held its 49th Annual Parade which started at Lewiston Rd in Grosse Pointe Farms and ended on Cadieux Rd. The snow stopped for a second and people lined the streets on Kercheval. Mayor Hodges and several other mayors were in attendance including our Grosse Pointe Mutants Swim Team and our Public Safety Department with the ladder truck.

Tree Lighting

On Small Business Saturday November 30th the Business Association hosted a tree lighting at the Wayburn and Kercheval Roundabout starting at 5:30 with caroling and marshmallow roasting followed by a 6pm tree lighting and after party at Red Crown. It was a cold night but the community came out and braved the elements. Special thanks to Pointe Hardware as well for their Little Builders Santas Workshop which helped families and kids make ornaments and create special picture memories for the family.



Leaf Pick Up

City Leaf Pickup continues and the last day will be December 20th, attached is a PDF of the Leaf Pick up Map based on days we will be in the area, weather permitting. As well Yard Waste Pickup by Priority Waste is set to end on December 13th.

<https://www.grossepointepark.org/363/Curbside-Fall-Leaf-Pickup>

Interlocal agreement Senior Service Commission

5 of 6 Grosse Pointes and Harper Woods passed the Helm Senior Millage (Failed in Grosse Pointe Shores), the next step is finalizing an interlocal agreement developing the senior services commission that will be in charge of these public dollars and adoption by each council body. Expectation of each Grosse Pointe and Harper Woods bringing the same agreement to our City Councils in January or February.

Donation Parks and Recreation

Zack Assaf from Fairfax Market held a fundraiser for the Parks and Recreation Department of the City and we are set to receive \$2,680. A big thank you to Zack for his contributions to the City!

Tree Planting TIFA

This week the TIFA planted roughly 40 trees on Maryland as part of its beautification efforts. Residents were given the choice if they wanted a tree or not planted.

Free Movie Matinee Sunday November 3rd

A resident had purchased all tickets for the Exhibiting Forgiveness matinee on Sunday, November 3rd at 2:00pm in the Schaap Theatre. Thank you again for helping the community!

Alter Rd Properties, 1269 Wayburn and Pitters Property

On October 30th at a Special Meeting, the City Council authorized the City to sign the Purchase Agreement for the Alter Rd Properties and former Pitters Properties and authorized to list 1269-75 Wayburn for sale.

Clean Water State Revolving Fund and Drinking Water State Revolving Fund

The City submitted both intent to apply forms for both the clean water and drinking water revolving loan fund for FY 2026. The City did not receive qualifying status for FY 2025.

Meeting with Abonmarche

The City met with Abonmarche for its kickoff of the design engineering phase of the marina project and will continue to work with the engineers on next steps to move this project along.

November Election

To view the November 5th General Election Unofficial Results please [click here](#)

Short Term Rentals

On November 20th the City Council and Planning Commission met for a joint workshop to discuss Short Term Rentals regarding Zoning and enforcement ordinance. The next step is Planning Commission consider two proposals for the zoning ordinance at its meeting on December 2nd and the full zoning ordinance.

GLWA US Army Core Public Engagement Opportunity

The meetings will be conducted in a “World Café” format, with information stations set up around the room. The stations are intended to 1) inform participants about the study and the USACE planning process, 2) involve participants in shaping the study’s objectives and vision, and 3) allow the study team to learn from residents’ experiences with flooding. All meetings will be held from 3:00-7:00 p.m., with the first two hours targeting municipal and non-profit stakeholders within the study area, and the second two hours targeting public participation. However, anyone is welcome to join any time during the meetings’ scheduled four hour timeframe to ensure widest participation. Each meeting will be structured similarly, so participants should plan to attend the workshop closest to them.

Meeting dates and locations are as follows:

- Monday, December 2: Eastlake Baptist Church, 12400 E. Jefferson Ave. Detroit, MI
- Wednesday, December 4: Atrium @ Dearborn Administrative Offices, 16901 Michigan Avenue (West Entrance), Dearborn, MI
- Monday, December 9: Waterford Oaks Activity Center, 2800 Watkins Lake Road, Waterford Township, MI
- Tuesday, December 10: Sterling Heights Community Center (Room 1), 40250 Dodge Park Road, Sterling Heights, MI
- **Monday, December 16: Grosse Pointe War Memorial, 32 Lake Shore Drive, Grosse Pointe Farms, MI**

The multi-year flood mitigation study has received initial funding of \$500,000 in congressionally approved allocations for fiscal year 2024 with second year funding of \$600,000 pending Congressional approval for fiscal year 2025. GLWA will be providing a 50/50 match with in-kind-services to complete the study. USACE and GLWA will co-lead the study inside USACE’s established framework.

The study launched in September with a ceremonial signing of the agreement between the USACE and GLWA and the completion of a three-day technical planning charrette attended by more than 50 people from a cross-section of key stakeholder groups, including local, state, and federal government. During the charrette, existing flood risk conditions in southeast Michigan were established, priorities for the region were discussed, a deep dive was taken into existing data, and a preliminary list of structural and non-structural flood management measures designed to alleviate flooding were identified. This list will be further developed and discussed at the upcoming public workshops

Vendor Code	Vendor Name	Description	Amount
Invoice			
005429	BIDIGARE CONTRACTORS INC		
7508-23-0070	BEACONSFIELD, DEFER LOOP, MAUMEE, RETAINAGE RELEASE		391,934.63
TOTAL FOR: BIDIGARE CONTRACTORS INC			391,934.63
003406	DOMINION VOTING SYSTEMS INC		
DVS157050	ELECTION MEDIA, VOTING EQUIPMENT		6,776.56
TOTAL FOR: DOMINION VOTING SYSTEMS INC			6,776.56
005327	DTE ENERGY		
9100 405 1745 0	STREET LIGHTS 10/1/24 - 10/31/2024		30,150.08
TOTAL FOR: DTE ENERGY			30,150.08
000266	EMBREE SIGN CO.		
3762	CITY LOGO SIGN		6,552.00
TOTAL FOR: EMBREE SIGN CO.			6,552.00
001511	EQUITABLE		
VOUCHER	457 B EE & ER DC CONTRIBUTION		15,402.30
VOUCHER	PAY 11/08/2024 - 457B EE & ER CONTRIBUTIONS		15,354.10
TOTAL FOR: EQUITABLE			30,756.40
000347	GREAT LAKES WATER AUTHORITY		
CIN-0001415	SEPTEMBER 2024 - WATER USAGE		130,722.68
CIN-0001566	OCTOBER 2024 - SEWAGE DISPOSAL		165,900.00
TOTAL FOR: GREAT LAKES WATER AUTHORITY			296,622.68
000117	GROSSE POINTE CLINTON REFUSE		
9692	REFUSE DISPOSAL SERVICES - OCTOBER 2024		36,364.40
TOTAL FOR: GROSSE POINTE CLINTON REFUSE			36,364.40
001199	JAMES BOSTOCK		
F11121	OCT 18-22, 24 IACP TRAVEL - BOSTON REIMBURSEMENT		5,916.96
TOTAL FOR: JAMES BOSTOCK			5,916.96
000161	MARINE CITY NURSERY		
48806	TREE PLANTING		7,427.00
TOTAL FOR: MARINE CITY NURSERY			7,427.00
000335	MOTOROLA SOLUTIONS INC		
1411129109	NOTES PAYABLE INSTALLMENT # OF 5 YEARS		25,401.60
TOTAL FOR: MOTOROLA SOLUTIONS INC			25,401.60
003729	OHM ADVISORS		
81674	BEACONSFIELD WATER PROJECT - SEPT		30,443.80
81674	MAUMEE WATER PROJECT - SEPT		9,568.05
81675	CHARLEVOIX STREET SCAPE - TIFA - SEPT		8,000.00
TOTAL FOR: OHM ADVISORS			48,011.85
001680	POINTE ALARM LLC		
I-211713	QTRLY SURVEILLANCE SVCS - 3RD QTR		6,088.08
TOTAL FOR: POINTE ALARM LLC			6,088.08
005372	PRIORITY WASTE LLC		
INV576890	REFUSE/RECYCLING COLLECTION - NOV. 24		28,770.12
INV576890	CURBSIDE COLLECTION RUNNISH & COMMERCIAL NOV. 24		41,646.93
TOTAL FOR: PRIORITY WASTE LLC			70,417.05

Vendor Code	Vendor Name	Description	Amount
Invoice			
003373	SPENCER OIL COMPANY		
	30671374-30673785	FUEL USAGE FOR	6,776.59
TOTAL FOR: SPENCER OIL COMPANY			6,776.59
000212	STATE OF MICHIGAN		
	F11092	PUBLIC COMMUNITY WATER SUPPLY ANNUAL FEE EGLE ACT 3	5,658.03
TOTAL FOR: STATE OF MICHIGAN			5,658.03
005002	THE KELLY FIRM PLC		
	4774	GENERAL LEGAL & PROSECUTIONS - AUGUST 2024	9,781.33
	4918	GENERAL LEGAL & PROSECUTIONS - 9/30/24	11,860.33
TOTAL FOR: THE KELLY FIRM PLC			21,641.66
TAXES REFU	VERONE SHELTON III		
	39 009 02 0537 00C	2024 Sum Tax Refund 39 009 02 0537 000	5,022.75
TOTAL FOR: VERONE SHELTON III			5,022.75
001314	WOLVERINE FREIGHTLINER EASTSIDE INC		
	UT5737	2003 STERLING L8500 5YD DUMP TRUCK	38,600.00
TOTAL FOR: WOLVERINE FREIGHTLINER EASTSIDE INC			38,600.00
005131	YEO & YEO PC		
	603003	FY2024 AUDIT PROGRESS BILLING - AS OF 10/31/2024	40,000.00
TOTAL FOR: YEO & YEO PC			40,000.00
TOTAL - ALL VENDORS			1,080,118.32



CITY COUNCIL MEETING

DATE: December 9, 2024

SUBJECT: Ordinance #244: Zoning Ordinance

SUMMARY: Over the past two years, the Planning Commission has been preparing a revised Zoning Ordinance. Based on the recommendations of the Commission, the City's planning consultants, McKenna and Associates, have provided an "Adoption" draft for the Council's consideration.

While certain elements of the existing Zoning Ordinance have been carried over to the new document, the updated Zoning Ordinance should be viewed as a new comprehensive document as opposed to a simple amendment to the current code.

On December 2nd, 2024, the Planning Commission held the required public hearing on the Zoning Ordinance and unanimously voted to recommend its adoption by the City Council. The proposed [Zoning Ordinance](#) and [Zoning Map](#) may be found by clicking on the respective links.

Accompanying the Ordinance documents is a memo from McKenna.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Motion to adopt the zoning ordinance as presented.

PREPARED BY: Warren Rothe, Assistant City Manager
Nick Sizeland, City Manager



Memorandum

TO: Grosse Pointe Park City Council
FROM: John Jackson, AICP, NCI
SUBJECT: Zoning Ordinance Adoption
DATE: December 4, 2024

On Monday, December 9th, 2024, the City Council will be considering adopting the Grosse Pointe Park Zoning Ordinance. This consideration represents the final steps in the adoption of the new Zoning Ordinance and the hard work of the Planning Commission, City Council, city staff, and many others who have contributed to the ordinance to ensure that it will effectively implement the Park's vision for its future.

BACKGROUND

Since January 2023, the city has been developing a modern and streamlined Zoning Ordinance that provides a basis for quality future development across the community. While certain elements of the existing Zoning Ordinance have been carried over to the new document, the updated Zoning Ordinance should be viewed as a new comprehensive ordinance (as opposed to a simple amendment to the current code).

During this time, the Planning Commission and Council have discussed elements of the draft Zoning Ordinance at public meetings and two community-wide open houses were held in December of 2023. An online engagement campaign (a series of surveys) was also conducted in early 2024. The results of the public engagement feedback were also presented to the Planning Commission.

On October 21, the final draft Zoning Ordinance was presented to the Planning Commission where a presentation was made. Subsequently, the draft Zoning Ordinance was made available for public comment and the Planning Commission held a public hearing on December 2, 2024. At this meeting, the Commission received a number of public comments that have been included in the revised ordinance to address short-term rental provisions.

The enclosed Zoning Ordinance (draft 5.0 for Adoption consideration) **is a product of the City's outreach and continued discussion.**

ALIGNMENT WITH THE MASTER PLAN

The adopted 2022 Master Plan for Grosse Pointe Park outlines the community's vision for future growth and development. The Zoning Ordinance serves as the primary tool for realizing this vision. This draft Zoning Ordinance has been crafted to align with the 2022 Master Plan (and the best practices of MEDC's Redevelopment Ready Communities, RRC). One of the key projects identified in the City's Master Plan is that:

The City will update its Zoning Ordinance to reflect best practices and implement the goals and strategies in this Master Plan. In meeting this goal, four specific objectives with associated strategies were developed.

The four objectives and supporting strategies of the Master Plan, along with other related proposed zoning ordinance standard(s), are presented in detail on the following pages.



MASTER PLAN OBJECTIVES AND STRATEGIES

Objective #1: Update the Zoning Ordinance and Zoning Map to be more user-friendly and implement recommendations from the Master Plan.

Recommended Strategies of the Master Plan	Addressed by the Draft Zoning Ordinance
Create a more organized and user-friendly Zoning Ordinance by adding use tables and updating graphics to help visualize dimensional standards.	Tables and graphics have been incorporated across the document. The Ordinance has been reformatted to help with user-friendliness, including a Toolbox section which serves as an internal FAQ aide for users.
Update the Zoning Map to include a new Civic and Parks zoning district.	A new Civic District was created.
Rezone southwestern portion of Charlevoix from Office to Local Business.	A new district, Neighborhood Mixed-Use, was created to cover the Charlevoix business district.
Remove outdated / incompatible uses from the ordinance and add a mixed-use category.	All commercial districts have been replaced with mixed-use districts. The land uses have been extensively revised and are now contained entirely in an easy-to-find table format.
Review dimensional height standards to capitalize on mixed use redevelopment.	Height standards were reviewed and a minimum height of 3-stories per building is allowed in all mixed-use districts.

Objective #2: Promote quality design and construction of rehabbed and new buildings in Grosse Pointe Park to be consistent and compatible with existing neighborhoods and business districts.

Recommended Strategies of the Master Plan	Addressed by the Draft Zoning Ordinance
Identify priority Residential Building Design Guidelines.	See Section 4.06 – Residential Building Form and Design Standards.
Identify priority Commercial Building Design Guidelines.	See Section 4.07 – Commercial Building Form and Design Standards.

Objective #3: Revise the Zoning Ordinance to include best practice standards that promote a pedestrian-oriented and sustainable environment.

Recommended Strategies of the Master Plan	Addressed by the Draft Zoning Ordinance
Increase the distance for off-street parking to provide flexibility <i>and</i> revise minimum parking requirements to follow current best practices	A new Article solely dedicated to parking was created. Included in this Article are the following policy practices: - Allows parking waivers to be obtained from either the Director of Public Services or the Planning Commission depending on scope. - Allows for shared parking agreements and for permeable surfaces in all parking lots. There are no minimum parking requirements for all non-residential uses in the CBD or NMU Districts.
Develop standards to encourage low impact development practices, i.e.: stormwater management, green infrastructure, tree cover, native planting, best management practices, etc.	The current zoning ordinance only addresses landscaping as it pertains to greenbelts and related planting screens. A new Article for landscaping was created with stormwater methods that can comply with applicable landscaping requirements.
Require canopy shade street trees that are native to the area with any new construction.	See Article 6: Landscaping, Screening, and Fences.
Implement the revised City tree species list.	See Article 6: Landscaping, Screening, and Fences.



Objective #4: Review and streamline the development review process.

Recommended Strategies of the Master Plan	Addressed by the Draft Zoning Ordinance
N/A	New standards for special land uses and site plans were added; this allows the City to uniformly approach applications and provide clarity of requirements. Standards and processes for text amendments, rezonings, conditional rezonings, and planned unit developments (PUDs) were also added to this draft to provide clarity.
N/A	Signs: The vast majority of the City's existing sign regulations are content-based, which are constitutionally unenforceable. The rule of thumb is "if you have to read the sign to determine if a regulation applies", then the regulation is content-based and is not enforceable. The new regulations focus primarily on size, materials, placement, and quantity parameters, which provides clarity and ease for both the public and City officials during the development review process.

FUTURE LAND USE PLAN

Future Land Use to Zoning District Translation		
Future Land Use	Current Zoning	Proposed Zoning
Residential Neighborhood	R-A, Residential District R-B, Residential District	ER, Estate Residential NR-A, Neighborhood Residential A NR-B, Neighborhood Residential B
Mixed Residential Neighborhood	R-C, Residential District R-D, Residential District	NR-C, Neighborhood Residential C NR-B, Residential Overlay Zone
Business Districts	OS-1, Office Service District B-1, Local Business District P-1, Vehicular Parking District	NMU, Neighborhood Mixed Use CMU, Corridor Mixed Use CBD, Central Business District
Institutions	-	C, Civic and Parks District
Parks	-	C, Civic and Parks District

NEXT STEPS

Once the City Council reviews and adopts the new zoning ordinance, it will be published and become effective after publication.

Thank you.



CITY COUNCIL MEETING

DATE: December 9, 2024

SUBJECT: Ordinance #245: Short-Term Rentals

SUMMARY: In conjunction with the comprehensive zoning ordinance rewrite, the Planning Commission and City Council have evaluated short-term rentals as a distinct land use. The new zoning ordinance permits new STRs in the mixed-use zoning districts while grandfathering certain existing STRs that are located in residential districts (See Section 3.13 of the Zoning Ordinance for details.) The proposed ordinance introduces a comprehensive regulatory framework for STR operations within the City. Key provisions includes the following:

- **Licensing Requirement:** Property owners must obtain an annual license before listing or operating an STR. Licenses are non-transferable and subject to renewal criteria.
- **Inspections and Fees:** Initial and annual inspections are required to verify compliance with City standards. Application and inspection fees will be established by City Council resolution.
- **Occupancy and Use Limitations:** STRs must adhere to maximum occupancy limits, parking requirements, and prohibition of certain activities (e.g., events, subletting, or yard sales).
- **Safety and Compliance:** STRs must provide smoke detectors, fire extinguishers, and other safety features. Owners must maintain records of all rental activities.
- **Nuisance Mitigation:** A nuisance response plan is required, outlining how complaints will be addressed. Violations may result in fines, license revocation, or permanent bans.

Several revisions to the licensing ordinance have been prepared based on the feedback received at the joint Commission/Council meeting held on November 20, 2024. A copy showing revisions is attached for your consideration, along with a clean copy.

FINANCIAL IMPACT: Fines and fees associated with the ordinance are projected to have a positive impact on City finances.

RECOMMENDATION: Motion to adopt Ordinance #245 as presented.

PREPARED BY: Warren Rothe, Assistant City Manager

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

Ordinance No. 245

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GROSSE POINTE PARK BY
REVISING AND AMENDING CHAPTER 22, BY ADDING ARTICLE 5 SHORT TERM
RENTAL LICENSING REQUIREMENTS**

THE CITY OF GROSSE POINTE PARK ORDAINS:

SECTION 1. AMENDMENT

Chapter 22, of the City’s Code of Ordinances, is hereby amended by adding Article 5 “Short-Term Rental Licensing” to read as follows:

Article 5 – Short-Term Rental Licensing

Sec 22-101. – Purpose

The purpose of this Article is to secure the public health, safety and general welfare of City residents and property owners as well as visitors to the City, by regulating short-term rental properties to prevent nuisances and safety hazards that interfere with City residents’ or property owners’ rights to conduct normal, daily activities without unreasonable interference and to provide safe and healthy living arrangements for visitors who rent property on a short-term basis.

Sec 22-102. – Definitions

As used in this Article, the following words and phrases shall have the meanings herein ascribed to them:

- a. *Advertise* means listing a short-term rental for rent on any short-term rental booking platform or otherwise soliciting rentals of the premises.
- a.b. *Booking transaction* means, any contractual agreement between a guest and an owner relative to a short-term rental.
- b.c. *Dwelling* means any house, room, or apartment which is wholly or partly used or intended to be used for living, sleeping, cooking, and eating.
- e.d. *License* means a short-term rental license issued by the City to the owner of a premises authorized to be used as a short-term rental. No licensee shall acquire by virtue of having been granted a license, a right of automatic renewal, nor shall any licensee have or acquire a property or liberty interest in or expectation of an initial or renewed license. All licenses terminate upon transfer of ownership, and may not be assigned, transferred, or hypothecated, in whole or in part.
- d.e. *Licensee* means the owner(s) holding a license.
- e.f. *Maximum Occupancy* means the maximum number of allowable occupants for the premises.
- f.g. *Nuisance* means an offensive, annoying, unpleasant, or obnoxious thing or practice, a cause or source of annoyance, especially a continuing or repeated invasion of any physical characteristics of activity or use across a property line which can be perceived by or affects an individual, or the

generation of an excessive or concentrated effects from movement of people or things including but not limited to: noise; dust; smoke; odor; glare; fumes; flashes; vibration; objectionable effluent; noise from a congregation of people, particularly at night; passing traffic; or invasion of street frontage by traffic generated from an adjacent premises which lacks sufficient parking and vehicle circulation facilities.

~~g.h.~~ *Occupant*. Means a non-owner living in, sleeping in, or otherwise having possession of a premises.

~~h.i.~~ *Owner* means a person holding legal or equitable title to the premises. An owner may designate an agent to perform duties or receive notice under this Chapter.

~~i.j.~~ *Person* means any individual, company, partnership, corporation, limited liability company, trust or other entity having the legal capacity to own or lease real property. For the purpose of this Article, a parent company, holding company, subsidiary, ancillary or auxiliary company or any related entity shall be considered the same entity as their related entities.

~~j.k.~~ *Premises* means real property, and all fixtures and improvements, including the dwelling, located on it.

~~k.l.~~ *Short-Term Rental Platform* means one or more portals, listing services, or websites through which a person may collect or receive a fee, directly or indirectly, for facilitating booking transactions. A platform shall include a service that merely posts advertisements for short-term rentals.

~~l.m.~~ *Rent or Rental* means to permit, provide for, or offer possession or occupancy of a dwelling on a premises on which the owner does not reside for a period of time to a person who is not the owner, pursuant to a written or unwritten agreement.

~~n.~~ *Short-term rental* means the rental or subletting of any dwelling on a premises for a term of 28 days or less.

~~m.o.~~ *Short-term rental operation means listing the property on any short-term rental platform or the utilization of a property as a short-term rental.*

~~n.p.~~ *Special Event Venue* means the place where a meeting or event of a specific type takes place and/or is held (i.e. – weddings, showers, and other parties/gatherings) that exceed the defined building/room capacity of the dwelling and/or structure.

~~o.q.~~ *Transfer of Ownership* has the meaning ascribed to it by MCL 211.27a or any subsequent sections or statutes of the same import.

Sec 22-103. – License Required

- a. *General Regulations*: It shall be unlawful for any person to offer any premises as a short-term rental or conduct or operate a short-term rental on any premises within the City without a short-term rental license issued by the City.
- b. *Specific Regulations*: Persons seeking to operate a short-term rental must be registered with and licensed by the City prior to ~~the commencement of any short-term rental activity~~ listing the property as a short-term rental on any short-term rental platform. All short-term rental operations shall comply at all times with the requirements of this Article.

Sec 22-104. – Exceptions

This Article shall not apply to the following:

- a. *Family Occupancy*. A member of the owner's family, as well as any guests of that family member, may occupy a premises as long as a member of that family retains ownership of the premises. The family occupancy exemption also exempts family occupancy of guest houses or

similarly separate dwellings lawfully located on the same premises, when occupied by family guests, exchange students, visitors, medical caregivers, and child caregivers, without compensation to the owner.

- b. *House sitting.* During the temporary absence of the owner and the owner's family, the owner may permit non-owner occupancy without remuneration to the owner.
- c. *Dwelling sales.* Occupancy following closing by a prior owner after the sale of a premises for the length of time agreed to by the parties to the dwelling sale agreement.
- d. *Estate representative.* Occupancy by a personal representative, trustee, or guardian (including family members) of the estate of the owner, with or without compensation. The estate shall notify the City of the owner's name, date of death or incapacity, and name of the person occupying the premises.

Sec 22-105. – Licensing Procedure and Criteria

a. Application

Applicants for a short-term rental license shall file an application to conduct a short-term rental operation with the City on a form provided by the City for that purpose. The application shall include the following:

1. The name, mailing address, and phone number of the owner(s) of the premises to be licensed.
- ~~2. The name, mailing address, and phone number of the applicant if different than the owner.~~
- ~~3. A notarized letter of authorization from the owner to the applicant if the applicant is not the owner of the premises sought to be licensed.~~
- ~~4.~~2. If the owner of the property is a corporate entity, the application must identify all current members and their percentage ownership interests in the corporation or other entity. If the property owner is a trust, the application must identify all beneficiaries and trustees of the trust.
- ~~5.~~3. A description of the premises proposed to be used for short term rentals, including but not limited to:
 - a. Number of bedrooms
 - b. Number of bathrooms
 - c. Tax parcel ID number
- ~~6.~~4. A non-refundable application fee in an amount set from time to time by resolution of the City Council or its designee. If a license is granted, the application fee will be applied towards payment of the license fee.
- ~~7.~~5. A statement as to whether the applicant and/or property owner has ever been cited for a violation of this Article or had a short-term rental license revoked.
- ~~8.~~6. A nuisance response plan containing the information required by this Article.
- ~~9.~~7. All applicants selected to receive a license shall also file the following with the City prior to the issuance of the license:
 - a. A licensing fee in an amount set from time to time by resolution of the City Council ~~or its designee.~~
 - b. A Cash Bond in the amount of \$1,500.00 which shall be held in escrow by the City while the rental license is active. The bond must be a cash bond in the form of a cashier's check and made payable to the City of Grosse Pointe Park. In the event the license is terminated without any finding of a violation under this Article, the bond shall be released to the Licensee in full, without interest. In the event the Licensee is found to be in violation of this Article, the City may declare the cash bond partially

Short Term Rental Licensing Ordinance Adoption Draft

forfeited in the amount of the then outstanding violation. The bond may be reduced by \$500.00 for each successful license renewal completed at the close of a licensing period provided that no documented violations of this Article have occurred during that period. However, the bond shall not be reduced below a minimum amount of \$500.00, which must remain held by the City for the duration of the active license.

- c. A list of short-term rental platforms used to solicit booking transactions for the short-term rental unit, if any, shall be provided. At the time of license approval, renewal, or upon request by the City, an updated list of platforms along with corresponding printouts of URLs advertising the short-term rental shall be submitted.

b. Inspections

1. Upon receiving a complete license application, the City will schedule an inspection of the premises with the City Building Inspector. The Building Inspector will visit the premises and assess its fitness and safety for short-term rental operations using the standards contained in this Article and those required to obtain a Certificate of Occupancy pursuant to the City Code.
2. Each licensed premises shall undergo an annual inspection at the time of the initial application and at each subsequent renewal. An inspection fee shall be charged in an amount determined by the City Council from time to time. Properties renewing their license may qualify for an extended inspection period of twenty-four-months if they meet all of the following conditions:
 - i. The property must have successfully renewed its license prior to its expiration for two consecutive years.
 - ii. The property must not have had more than one documented violation during the previous licensing period.
 - iii. No appearance tickets or enforcement letters must have been issued during the expiring licensing period.
 - iv. Any violations from the previous inspection cycle, must have been resolved in a timely manner.

c. License Duration and Limitations

1. The owner(s) of the premises described in the application shall be the only permitted short-term rental licensee but may designate a local agent for purposes of receiving notices under this Article and shall do so if required by Section 22-106(b) of this Article. In the event a local agent is designated by the owner of the premises, the owner shall provide the City with the name, address, telephone number, and email address of the local agent at the time of the submission of an application.
2. Licenses issued under this Article shall remain in effect for a period of one year from the date it was issued unless it is suspended or revoked by the City. Renewals shall be obtained in the same or substantially similar form and manner as the initial license.
3. Licenses are, non-transferrable, non-assignable and remain the sole property of the City. A license shall terminate upon a transfer of ownership of the property. In such cases, the existing short-term rental license is terminated, and a new short-term rental license must be obtained by the new owner of the property before short-term rentals may be resumed.

Sec 22-106. – Short-Term Rental Regulations

Short Term Rental Licensing Ordinance Adoption Draft

Premises licensed for short-term rentals under this Article shall comply at all times with all of the following requirements:

- a) No licensee shall advertise a short-term rental unit, unless the advertisement includes the licensee's license number and the maximum occupancy permitted in the unit. If a licensee chooses to advertise the short-term rental online (for instance on Airbnb, VRBO, or a similar website) the license holder shall post their short-term rental license number within the listing.
- b) Licensees must be available to receive notices and respond to complaints from neighbors or the City 24 hours per day, 7 days per week. Licensees who do not reside permanently ~~in Wayne County or who do not maintain a permanent business location in Wayne County~~within a thirty (30) minute radius of the property to be licensed shall designate in writing to the City, as part of its application, the name, physical address, phone number(s), fax number (if available) and email address of a local agent. Notwithstanding the local agent's actual authority, the local agent shall be deemed to be the licensee's authorized agent for purposes of serving notice under this Article, including service of a civil infraction citation.
- c) The address of the premises must be prominently displayed inside the main area of the dwelling so that occupants will have it available in case of an emergency,
- ~~d)~~ The licensee's name, address, phone number(s) and email address must be displayed prominently in the main part of the dwelling, along with the name, address, phone number(s), fax number and email address of a designated local agent, if any, and supplied in writing to all persons who rent the premises.
- ~~d)e)~~ The License along with a summary of short-term rental regulations, provided by the City, must be prominently displayed in the main part of the building.
- ~~e)f)~~ Fire extinguishers, smoke detectors and carbon monoxide detectors adequate for the dwelling, as determined by the City Building Inspector as part of the inspection of the premises, shall be provided, properly mounted and kept fully charged and in good working order at all times. Notwithstanding any inspection by the City building inspector, the fire inspector may inspect any building pursuant to the City Code.
- ~~f)g)~~ Dwellings may not be sublet by any tenant of the licensee.
- ~~g)h)~~ The licensee shall provide secure trash receptacles and must make those receptacles accessible by weekly trash removal services for occupants' use. Receptacles must be designed to prevent intrusion by animals and to ensure proper trash removal from the premises. Permanent commercial dumpsters are not allowed on any premises used for short-term rentals. All garbage, rubbish, recyclables, and yard waste must comply with Chapter 34 of the City Code, including but not limited to standards for container storage and collection.
- ~~h)i)~~ A minimum of one off-street parking space per four occupants must be provided. Renters
Occupants are required to park in the provided off-street spaces.
- ~~i)j)~~ All short-term rentals shall be for the purposes of renting as a temporary dwelling only solely be utilized as temporary rental dwellings and may not include any ~~commercial~~ activities such as yard sales, festivals, retreats, class reunions, home occupations or similar uses. Short-term rentals shall not be marketed or used as a special event venue.
- ~~j)k)~~ The number of occupants in a dwelling unit during a short-term rental shall not exceed the lesser of two (2) occupants per bedroom plus two (2) additional occupants, or the occupancy limitations set forth in Section 404 of Chapter 4 of the International Property Maintenance Code. Maximum Occupancy shall be calculated by the City.
- ~~k)l)~~ Licensees must maintain records of all bookings and rental activity. Such records shall include the actual dates of occupancy, and the total number of guests per party per stay. The licensee

must submit these records at time of license renewal and shall provide them to the City upon request.

Sec 22-107. – Nuisance Prohibited

Licensed premises shall be maintained free from any nuisance. The use of any licensed premises under this Article in the creation of any nuisance is strictly prohibited and constitutes a violation of this Article. In the event the City is notified of any nuisance emanating from a licensed premises, the City will follow the enforcement provisions set forth in Sec 22-111 below.

Sec 22-108. – Licensee Responsibility

The licensee and/or the licensee's local agent shall be responsible for remedying any violations of this Article, or any violation of State law or City Code, including, but not limited to, any violations by the occupants of a short-term rental and/or guests of such occupants. For any violation of the foregoing provisions of the City Code, the City may (in addition to other remedies) notify the licensee and/or local agent of such violation by telephone or return receipt email at the phone number and email address posted on the interior notice or supplied in the licensee's application. The licensee and/or local agent shall be considered to have received notice of the violation upon receiving the telephone call or when a return receipt email message is received by the City, whichever is soonest. Upon receiving notice of the violation, the licensee and/or local agent shall ensure that the violation is remedied within two (2) hours of receipt of such notice. Failure to remedy the violation within two (2) hours after receiving notice of the violation, without good cause, shall constitute a material violation of this Article and may subject the licensee to a municipal civil infraction citation and court enforcement proceedings and the penalties imposed by law. Nothing in this Section limits the City or its authorized designee's right or ability to enforce violations of the City Code against occupants.

Sec 22-109. – Nuisance Response Plan

- a) Content of Nuisance Response Plans. Each nuisance response plan accompanying an application for a license required by this Article shall contain the following information and otherwise be in a form required by the City:
 - a. The mailing address and telephone number of the owner or owners of the property to be used as a short-term rental.
 - b. The name, address, and telephone number of the person or persons who will be available by telephone, and who will be responsible for promptly responding to or causing a prompt response to a nuisance complaint arising out of the occupancy or use of the short-term rental unit by tenants, their visitors, and/or their guests.
 - c. The manner of responding to or causing a response to a nuisance complaint, including but not limited to the manner in which the complainant or complainants will be notified of the response and the method of documenting prompt responses and timely corrective action.
 - d. The manner of assuring timely corrective action to remedy the conditions that caused the nuisance complaint.
 - e. The proposed maximum number of overnight occupants, with supporting documentation identifying unusual size, interior layout, parking or other physical characteristics, if any.
 - f. The number of off-street parking spaces and number of bedrooms available at the short-term rental.
- b) Amendment of Nuisance Response Plans. At any time following the issuance of a license required by this Article, the owner or owners of a short-term rental being operated pursuant to

such license may change the content of the nuisance response plan approved incident to the issuance of the license by filing an amended response plan with the Building Department. Such amended response plan shall contain all of the information required by subsection (a) and shall be accompanied by an amended response plan fee in an amount established by resolution of the City Council.

- c) Notice of Nuisance Response Plan. Promptly following the approval and issuance of a license required by this Article, or the approval of an amended response plan in the manner provided for by this Article, the Building Department shall cause notice of the availability of the nuisance response plan provided to the City by the licensee to be:
- Mailed by first class mail addressed to the owner or occupant of every property, any part of which is located within a ~~300~~200-foot radius of the property that is to be used and occupied as a short-term rental; and
 - Posted on the city's internet website for short-term rental nuisance response plans, so that all such plans are available to all members of the public on the city's website.

Sec 22-110. – Violations and Penalties.

- Violation. A violation of this Article is hereby declared to be a public nuisance and a nuisance per se and is declared to be offensive to the public health, safety, and welfare.
- Failure of Owner to Remedy Violation. ~~An Owner who fails to timely remedy a violation of this Article shall receive a written notice of infraction and shall be subject to penalties for violation of this Article. In the event the Owner receives three (3) written notices of violation in a five (5) year period, the City shall permanently revoke his or her license. In the event the Owner does not possess a valid license in accordance with this Article, the Owner shall be subject to penalty in accordance with this Article and will be permanently banned from receiving a license in the future. If an owner receives notice of a permanent ban or revocation, he or she shall be entitled to appeal in accordance with subparagraph d below.~~
- Penalties. Any person who violates any provision of this Article shall be responsible for a municipal civil infraction and shall be subject to the penalties or sanctions stated in this subsection, plus the costs of attorney fees of the City in the enforcement. In addition, this Article shall be specifically enforceable by order of the Court to prohibit or enjoin future activities on or about the premises in violation of this Article. Each day this Article is violated shall be considered as a separate violation. ~~Perpetrators of violations are subject to a fine in the amount as established by Resolution of the City Council.:~~
 - ~~First and Second Violations: Fine in the amount as established by resolution of the City Council.~~
 - ~~Third Violation: A fine in the amount as established by resolution of the City Council and the permanent revocation of license. A person whose license has been revoked is ineligible to apply for or receive a license in the future. Appeal from revocation of a short-term license is allowed pursuant to the terms of this section.~~
- Revocation-Appeal Procedure. Upon a finding by the City Code Enforcement Officer or his or her Designee of a third violation, the City Code Enforcement Officer or his or her Designee shall prepare or cause to be prepared a written notice specifying the alleged violation and the factual basis for this belief and a statement that the City intends to revoke the license or permanently ban an Owner from receiving a license in the future within 14 days.
 - The written notice shall inform the licensee of a right to an appeal hearing to show cause as to why the license should not be revoked by filing with the City Clerk a written notice

- of appeal within 14 days of service of the written notice by the City Code Enforcement Officer or his or her designee.
- b. If an appeal hearing is requested within 14 days of service of the written notice, the City Clerk shall refer a copy of this notice and the request for appeal hearing to an appeals panel consisting of the City Manager or their designee, Director of Public Safety or their designee, and the Chair of the Planning Commission or their designee. Upon receipt of the written notice and request for appeal, the City Clerk shall confer with the appeals panel to schedule a hearing. The hearing shall be held as soon as practical, but not later than 10 business days after the filing of the notice of appeal with the City Clerk. The hearing provided for shall be conducted by the appeals panel.
 - c. Written notice of the appeal hearing including the time, date, and place of the hearing shall be served on the license or the licensee's designated agent either personally or by certified mail, restricted delivery and return receipt requested.
 - d. At the hearing, the licensee shall be given an opportunity to present evidence and legal arguments. The licensee may also be represented by an attorney, and the appeals panel may request the assistance of the City Attorney. The appeals panel's decision shall be in writing and shall specify the factual evidence upon which it is based and shall be a final decision. A copy of the appeals panel's written decision shall be provided to the licensee.

Sec 22-111. – Enforcement

- a. The Code Enforcement Officer or his or her designee, any police officer having jurisdiction in the City, and other person as may be appointed from time to time by the City Council are hereby designated as the authorized local officials to issue municipal civil infraction citations for violation of this Article.
- b. In addition to enforcing this Article through the use of a municipal civil infraction proceeding, the City may initiate proceedings in the Municipal Court to abate or eliminate the nuisance per se or any other violation of this Article.
- c. The remedies provided in this Article are cumulative and the City's exercise of one remedy shall not bar the exercise of other remedies available to it.

SECTION 2. SEVERABILITY

This Ordinance and each of the various parts, sections, subsections, sentences, phrases, and clauses hereof are declared to be severable. If any part, section, subsection, sentence, phrase, or clause is determined to be invalid or unenforceable by a court of competent jurisdiction, it is hereby provided that the remainder of the Ordinance shall not be affected thereby and shall remain in full force and effect.

SECTION 3. RATIFICATION

All other provisions of the code of Ordinances of the City of Grosse Pointe Park, Michigan except as herein modified or amended are hereby expressly ratified and affirmed.

SECTION 4. PUBLICATION

This Ordinance shall be published in accordance with the terms, provisions, and requirements of the City Charter of the City of Grosse Pointe Park, Michigan, and in accordance with and to the extent required by the statutes of the State of Michigan.

SECTION 5. EFFECTIVE DATE

Short Term Rental Licensing Ordinance Adoption Draft

This Ordinance shall take immediate effect upon publication in accordance with the provisions and requirements of the City Charter of the City of Grosse Pointe Park.

ORDINANCE DECLARED ADOPTED.

CERTIFICATION

I, the undersigned, the duly qualified City Clerk of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the forgoing is a true and complete copy of an Ordinance duly adopted by the City Council at a regular meeting held on December 9th 2024, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the City, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Bridgette Bowdler, City Clerk
City of Grosse Pointe Park

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

Ordinance No. 245

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GROSSE POINTE PARK BY
REVISING AND AMENDING CHAPTER 22, BY ADDING ARTICLE 5 SHORT TERM
RENTAL LICENSING REQUIREMENTS**

THE CITY OF GROSSE POINTE PARK ORDAINS:

SECTION 1. AMENDMENT

Chapter 22, of the City's Code of Ordinances, is hereby amended by adding Article 5 "Short-Term Rental Licensing" to read as follows:

Article 5 – Short-Term Rental Licensing

Sec 22-101. – Purpose

The purpose of this Article is to secure the public health, safety and general welfare of City residents and property owners as well as visitors to the City, by regulating short-term rental properties to prevent nuisances and safety hazards that interfere with City residents' or property owners' rights to conduct normal, daily activities without unreasonable interference and to provide safe and healthy living arrangements for visitors who rent property on a short-term basis.

Sec 22-102. – Definitions

As used in this Article, the following words and phrases shall have the meanings herein ascribed to them:

- a. *Advertise* means listing a short-term rental for rent on any short-term rental booking platform or otherwise soliciting rentals of the premises.
- b. *Booking transaction* means, any contractual agreement between a guest and an owner relative to a short-term rental.
- c. *Dwelling* means any house, room, or apartment which is wholly or partly used or intended to be used for living, sleeping, cooking, and eating.
- d. *License* means a short-term rental license issued by the City to the owner of a premises authorized to be used as a short-term rental. No licensee shall acquire by virtue of having been granted a license, a right of automatic renewal, nor shall any licensee have or acquire a property or liberty interest in or expectation of an initial or renewed license. All licenses terminate upon transfer of ownership, and may not be assigned, transferred, or hypothecated, in whole or in part.
- e. *Licensee* means the owner(s) holding a license.
- f. *Maximum Occupancy* means the maximum number of allowable occupants for the premises.
- g. *Nuisance* means an offensive, annoying, unpleasant, or obnoxious thing or practice, a cause or source of annoyance, especially a continuing or repeated invasion of any physical characteristics of activity or use across a property line which can be perceived by or affects an individual, or the

generation of an excessive or concentrated effects from movement of people or things including but not limited to: noise; dust; smoke; odor; glare; fumes; flashes; vibration; objectionable effluent; noise from a congregation of people, particularly at night; passing traffic; or invasion of street frontage by traffic generated from an adjacent premises which lacks sufficient parking and vehicle circulation facilities.

- h. *Occupant*. Means a non-owner living in, sleeping in, or otherwise having possession of a premises.
- i. *Owner* means a person holding legal or equitable title to the premises. An owner may designate an agent to perform duties or receive notice under this Chapter.
- j. *Person* means any individual, company, partnership, corporation, limited liability company, trust or other entity having the legal capacity to own or lease real property. For the purpose of this Article, a parent company, holding company, subsidiary, ancillary or auxiliary company or any related entity shall be considered the same entity as their related entities.
- k. *Premises* means real property, and all fixtures and improvements, including the dwelling, located on it.
- l. *Short-Term Rental Platform* means one or more portals, listing services, or websites through which a person may collect or receive a fee, directly or indirectly, for facilitating booking transactions. A platform shall include a service that merely posts advertisements for short-term rentals.
- m. *Rent or Rental* means to permit, provide for, or offer possession or occupancy of a dwelling on a premises on which the owner does not reside for a period of time to a person who is not the owner, pursuant to a written or unwritten agreement.
- n. *Short-term rental* means the rental or subletting of any dwelling on a premises for a term of 28 days or less.
- o. *Short-term rental operation* means listing the property on any short-term rental platform or the utilization of a property as a short-term rental.
- p. *Special Event Venue* means the place where a meeting or event of a specific type takes place and/or is held (i.e. – weddings, showers, and other parties/gatherings) that exceed the defined building/room capacity of the dwelling and/or structure.
- q. *Transfer of Ownership* has the meaning ascribed to it by MCL 211.27a or any subsequent sections or statutes of the same import.

Sec 22-103. – License Required

- a. *General Regulations*: It shall be unlawful for any person to offer any premises as a short-term rental or conduct or operate a short-term rental on any premises within the City without a short-term rental license issued by the City.
- b. *Specific Regulations*: Persons seeking to operate a short-term rental must be registered with and licensed by the City prior to listing the property as a short-term rental on any short-term rental platform. All short-term rental operations shall comply at all times with the requirements of this Article.

Sec 22-104. – Exceptions

This Article shall not apply to the following:

- a. *Family Occupancy*. A member of the owner's family, as well as any guests of that family member, may occupy a premises as long as a member of that family retains ownership of the premises. The family occupancy exemption also exempts family occupancy of guest houses or

similarly separate dwellings lawfully located on the same premises, when occupied by family guests, exchange students, visitors, medical caregivers, and child caregivers, without compensation to the owner.

- b. *House sitting*. During the temporary absence of the owner and the owner's family, the owner may permit non-owner occupancy without remuneration to the owner.
- c. *Dwelling sales*. Occupancy following closing by a prior owner after the sale of a premises for the length of time agreed to by the parties to the dwelling sale agreement.
- d. *Estate representative*. Occupancy by a personal representative, trustee, or guardian (including family members) of the estate of the owner, with or without compensation. The estate shall notify the City of the owner's name, date of death or incapacity, and name of the person occupying the premises.

Sec 22-105. – Licensing Procedure and Criteria

a. Application

Applicants for a short-term rental license shall file an application to conduct a short-term rental operation with the City on a form provided by the City for that purpose. The application shall include the following:

- 1. The name, mailing address, and phone number of the owner(s) of the premises to be licensed.
- 2. If the owner of the property is a corporate entity, the application must identify all current members and their percentage ownership interests in the corporation or other entity. If the property owner is a trust, the application must identify all beneficiaries and trustees of the trust.
- 3. A description of the premises proposed to be used for short term rentals, including but not limited to:
 - a. Number of bedrooms
 - b. Number of bathrooms
 - c. Tax parcel ID number
- 4. A non-refundable application fee in an amount set from time to time by resolution of the City Council or its designee. If a license is granted, the application fee will be applied towards payment of the license fee.
- 5. A statement as to whether the applicant and/or property owner has ever been cited for a violation of this Article or had a short-term rental license revoked.
- 6. A nuisance response plan containing the information required by this Article.
- 7. All applicants selected to receive a license shall also file the following with the City prior to the issuance of the license:
 - a. A licensing fee in an amount set from time to time by resolution of the City Council.
 - b. A Cash Bond in the amount of \$1,500.00 which shall be held in escrow by the City while the rental license is active. The bond must be a cash bond in the form of a cashier's check and made payable to the City of Grosse Pointe Park. In the event the license is terminated without any finding of a violation under this Article, the bond shall be released to the Licensee in full, without interest. In the event the Licensee is found to be in violation of this Article, the City may declare the cash bond partially forfeited in the amount of the then outstanding violation. The bond may be reduced by \$500.00 for each successful license renewal completed at the close of a licensing period provided that no documented violations of this Article have occurred during

Short Term Rental Licensing Ordinance Adoption Draft

that period. However, the bond shall not be reduced below a minimum amount of \$500.00, which must remain held by the City for the duration of the active license.

- c. A list of short-term rental platforms used to solicit booking transactions for the short-term rental unit, if any, shall be provided. At the time of license approval, renewal, or upon request by the City, an updated list of platforms along with corresponding printouts of URLs advertising the short-term rental shall be submitted.

b. Inspections

1. Upon receiving a complete license application, the City will schedule an inspection of the premises with the City Building Inspector. The Building Inspector will visit the premises and assess its fitness and safety for short-term rental operations using the standards contained in this Article and those required to obtain a Certificate of Occupancy pursuant to the City Code.
2. Each licensed premises shall undergo an annual inspection at the time of the initial application and at each subsequent renewal. An inspection fee shall be charged in an amount determined by the City Council from time to time. Properties renewing their license may qualify for an extended inspection period of twenty-four-months if they meet all of the following conditions:
 - i. The property must have successfully renewed its license prior to its expiration for two consecutive years.
 - ii. The property must not have had more than one documented violation during the previous licensing period.
 - iii. No appearance tickets or enforcement letters must have been issued during the expiring licensing period.
 - iv. Any violations from the previous inspection cycle, must have been resolved in a timely manner.

c. License Duration and Limitations

1. The owner(s) of the premises described in the application shall be the only permitted short-term rental licensee but may designate a local agent for purposes of receiving notices under this Article and shall do so if required by Section 22-106(b) of this Article. In the event a local agent is designated by the owner of the premises, the owner shall provide the City with the name, address, telephone number, and email address of the local agent at the time of the submission of an application.
2. Licenses issued under this Article shall remain in effect for a period of one year from the date it was issued unless it is suspended or revoked by the City. Renewals shall be obtained in the same or substantially similar form and manner as the initial license.
3. Licenses are, non-transferrable, non-assignable and remain the sole property of the City. A license shall terminate upon a transfer of ownership of the property. In such cases, the existing short-term rental license is terminated, and a new short-term rental license must be obtained by the new owner of the property before short-term rentals may be resumed.

Sec 22-106. – Short-Term Rental Regulations

Premises licensed for short-term rentals under this Article shall comply at all times with all of the following requirements:

Short Term Rental Licensing Ordinance Adoption Draft

- a) No licensee shall advertise a short-term rental unit, unless the advertisement includes the licensee's license number and the maximum occupancy permitted in the unit. If a licensee chooses to advertise the short-term rental online (for instance on Airbnb, VRBO, or a similar website) the license holder shall post their short-term rental license number within the listing.
- b) Licensees must be available to receive notices and respond to complaints from neighbors or the City 24 hours per day, 7 days per week. Licensees who do not reside permanently within a thirty (30) minute radius of the property to be licensed shall designate in writing to the City, as part of its application, the name, physical address, phone number(s), fax number (if available) and email address of a local agent. Notwithstanding the local agent's actual authority, the local agent shall be deemed to be the licensee's authorized agent for purposes of serving notice under this Article, including service of a civil infraction citation.
- c) The address of the premises must be prominently displayed inside the main area of the dwelling so that occupants will have it available in case of an emergency,
- d) The licensee's name, address, phone number(s) and email address must be displayed prominently in the main part of the dwelling, along with the name, address, phone number(s), fax number and email address of a designated local agent, if any, and supplied in writing to all persons who rent the premises.
- e) The License along with a summary of short-term rental regulations, provided by the City, must be prominently displayed in the main part of the building.
- f) Fire extinguishers, smoke detectors and carbon monoxide detectors adequate for the dwelling, as determined by the City Building Inspector as part of the inspection of the premises, shall be provided, properly mounted and kept fully charged and in good working order at all times. Notwithstanding any inspection by the City building inspector, the fire inspector may inspect any building pursuant to the City Code.
- g) Dwellings may not be sublet by any tenant of the licensee.
- h) The licensee shall provide secure trash receptacles and must make those receptacles accessible by weekly trash removal services for occupants' use. Receptacles must be designed to prevent intrusion by animals and to ensure proper trash removal from the premises. Permanent commercial dumpsters are not allowed on any premises used for short-term rentals. All garbage, rubbish, recyclables, and yard waste must comply with Chapter 34 of the City Code, including but not limited to standards for container storage and collection.
- i) A minimum of one off-street parking space per four occupants must be provided. Occupants are required to park in the provided off-street spaces.
- j) All short-term rentals shall solely be utilized as temporary rental dwellings and may not include any activities such as yard sales, festivals, retreats, class reunions, home occupations or similar uses. Short-term rentals shall not be marketed or used as a special event venue.
- k) The number of occupants in a dwelling unit during a short-term rental shall not exceed the lesser of two (2) occupants per bedroom plus two (2) additional occupants, or the occupancy limitations set forth in Section 404 of Chapter 4 of the International Property Maintenance Code. Maximum Occupancy shall be calculated by the City.
- l) Licensees must maintain records of all bookings and rental activity. Such records shall include the actual dates of occupancy, and the total number of guests per party per stay. The licensee must submit these records at time of license renewal and shall provide them to the City upon request.

Sec 22-107. – Nuisance Prohibited

Licensed premises shall be maintained free from any nuisance. The use of any licensed premises under this Article in the creation of any nuisance is strictly prohibited and constitutes a violation of this Article. In the event the City is notified of any nuisance emanating from a licensed premises, the City will follow the enforcement provisions set forth in Sec 22-111 below.

Sec 22-108. – Licensee Responsibility

The licensee and/or the licensee's local agent shall be responsible for remedying any violations of this Article, or any violation of State law or City Code, including, but not limited to, any violations by the occupants of a short-term rental and/or guests of such occupants. For any violation of the foregoing provisions of the City Code, the City may (in addition to other remedies) notify the licensee and/or local agent of such violation by telephone or return receipt email at the phone number and email address posted on the interior notice or supplied in the licensee's application. The licensee and/or local agent shall be considered to have received notice of the violation upon receiving the telephone call or when a return receipt email message is received by the City, whichever is soonest. Upon receiving notice of the violation, the licensee and/or local agent shall ensure that the violation is remedied within two (2) hours of receipt of such notice. Failure to remedy the violation within two (2) hours after receiving notice of the violation, without good cause, shall constitute a material violation of this Article and may subject the licensee to a municipal civil infraction citation and court enforcement proceedings and the penalties imposed by law. Nothing in this Section limits the City or its authorized designee's right or ability to enforce violations of the City Code against occupants.

Sec 22-109. – Nuisance Response Plan

- a) Content of Nuisance Response Plans. Each nuisance response plan accompanying an application for a license required by this Article shall contain the following information and otherwise be in a form required by the City:
 - a. The mailing address and telephone number of the owner or owners of the property to be used as a short-term rental.
 - b. The name, address, and telephone number of the person or persons who will be available by telephone, and who will be responsible for promptly responding to or causing a prompt response to a nuisance complaint arising out of the occupancy or use of the short-term rental unit by tenants, their visitors, and/or their guests.
 - c. The manner of responding to or causing a response to a nuisance complaint, including but not limited to the manner in which the complainant or complainants will be notified of the response and the method of documenting prompt responses and timely corrective action.
 - d. The manner of assuring timely corrective action to remedy the conditions that caused the nuisance complaint.
 - e. The proposed maximum number of overnight occupants, with supporting documentation identifying unusual size, interior layout, parking or other physical characteristics, if any.
 - f. The number of off-street parking spaces and number of bedrooms available at the short-term rental.
- b) Amendment of Nuisance Response Plans. At any time following the issuance of a license required by this Article, the owner or owners of a short-term rental being operated pursuant to such license may change the content of the nuisance response plan approved incident to the issuance of the license by filing an amended response plan with the Building Department. Such amended response plan shall contain all of the information required by subsection (a) and shall be

accompanied by an amended response plan fee in an amount established by resolution of the City Council.

- c) Notice of Nuisance Response Plan. Promptly following the approval and issuance of a license required by this Article, or the approval of an amended response plan in the manner provided for by this Article, the Building Department shall cause notice of the availability of the nuisance response plan provided to the City by the licensee to be:
 - a. Mailed by first class mail addressed to the owner or occupant of every property, any part of which is located within a 200-foot radius of the property that is to be used and occupied as a short-term rental; and
 - b. Posted on the city's internet website for short-term rental nuisance response plans, so that all such plans are available to all members of the public on the city's website.

Sec 22-110. – Violations and Penalties.

- a. Violation. A violation of this Article is hereby declared to be a public nuisance and a nuisance per se and is declared to be offensive to the public health, safety, and welfare.
- b. Failure of Owner to Remedy Violation. An Owner who fails to timely remedy a violation of this Article shall receive a written notice of infraction and shall be subject to penalties for violation of this Article. In the event the Owner receives three (3) written notices of violation in a five (5) year period, the City shall permanently revoke his or her license. In the event the Owner does not possess a valid license in accordance with this Article, the Owner shall be subject to penalty in accordance with this Article and will be permanently banned from receiving a license in the future. If an owner receives notice of a permanent ban or revocation, he or she shall be entitled to appeal in accordance with subparagraph d below.
- c. Penalties. Any person who violates any provision of this Article shall be responsible for a municipal civil infraction and shall be subject to the penalties or sanctions stated in this subsection, plus the costs of attorney fees of the City in the enforcement. In addition, this Article shall be specifically enforceable by order of the Court to prohibit or enjoin future activities on or about the premises in violation of this Article. Each day this Article is violated shall be considered as a separate violation. Perpetrators of violations are subject to a fine in the amount as established by Resolution of the City Council.
- d. Appeal Procedure. Upon a finding by the City Code Enforcement Officer or his or her Designee of a third violation, the City Code Enforcement Officer or his or her Designee shall prepare or cause to be prepared a written notice specifying the alleged violation and the factual basis for this belief and a statement that the City intends to revoke the license or permanently ban an Owner from receiving a license in the future within 14 days.
 - a. The written notice shall inform the licensee of a right to an appeal hearing to show cause as to why the license should not be revoked by filing with the City Clerk a written notice of appeal within 14 days of service of the written notice by the City Code Enforcement Officer or his or her designee.
 - b. If an appeal hearing is requested within 14 days of service of the written notice, the City Clerk shall refer a copy of this notice and the request for appeal hearing to an appeals panel consisting of the City Manager or their designee, Director of Public Safety or their designee, and the Chair of the Planning Commission or their designee. Upon receipt of the written notice and request for appeal, the City Clerk shall confer with the appeals panel to schedule a hearing. The hearing shall be held as soon as practical, but not later than 10 business days after the filing of the notice of appeal with the City Clerk. The hearing provided for shall be conducted by the appeals panel.

- c. Written notice of the appeal hearing including the time, date, and place of the hearing shall be served on the license or the licensee's designated agent either personally or by certified mail, restricted delivery and return receipt requested.
- d. At the hearing, the licensee shall be given an opportunity to present evidence and legal arguments. The licensee may also be represented by an attorney, and the appeals panel may request the assistance of the City Attorney. The appeals panel's decision shall be in writing and shall specify the factual evidence upon which it is based and shall be a final decision. A copy of the appeals panel's written decision shall be provided to the licensee.

Sec 22-111. – Enforcement

- a. The Code Enforcement Officer or his or her designee, any police officer having jurisdiction in the City, and other person as may be appointed from time to time by the City Council are hereby designated as the authorized local officials to issue municipal civil infraction citations for violation of this Article.
- b. In addition to enforcing this Article through the use of a municipal civil infraction proceeding, the City may initiate proceedings in the Municipal Court to abate or eliminate the nuisance per se or any other violation of this Article.
- c. The remedies provided in this Article are cumulative and the City's exercise of one remedy shall not bar the exercise of other remedies available to it.

SECTION 2. SEVERABILITY

This Ordinance and each of the various parts, sections, subsections, sentences, phrases, and clauses hereof are declared to be severable. If any part, section, subsection, sentence, phrase, or clause is determined to be invalid or unenforceable by a court of competent jurisdiction, it is hereby provided that the remainder of the Ordinance shall not be affected thereby and shall remain in full force and effect.

SECTION 3. RATIFICATION

All other provisions of the code of Ordinances of the City of Grosse Pointe Park, Michigan except as herein modified or amended are hereby expressly ratified and affirmed.

SECTION 4. PUBLICATION

This Ordinance shall be published in accordance with the terms, provisions, and requirements of the City Charter of the City of Grosse Pointe Park, Michigan, and in accordance with and to the extent required by the statutes of the State of Michigan.

SECTION 5. EFFECTIVE DATE

This Ordinance shall take immediate effect upon publication in accordance with the provisions and requirements of the City Charter of the City of Grosse Pointe Park.

ORDINANCE DECLARED ADOPTED.

CERTIFICATION

I, the undersigned, the duly qualified City Clerk of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the forgoing is a true and complete copy of an Ordinance duly adopted by the City Council at a regular meeting held on December 9th 2024, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the City, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Bridgette Bowdler, City Clerk
City of Grosse Pointe Park



CITY COUNCIL MEETING

DATE: December 9, 2024

SUBJECT: Adopt Short-Term Rental Ordinance Fees and Fines

SUMMARY: The proposed Short-Term Rental ("STR") licensing ordinance requires that the City Council establish certain fees and fines associated with the ordinance's various provisions. City Administration is recommending the following fees and fines be established:

Item/Violation	Fee/Fine
Short-Term Rental Licensing Fees	
Non-Refundable Application Fee	\$25.00
Licensing Fee	\$50.00
Inspection Fee – includes C of O	\$100.00
Amended Nuisance Response Plan	\$20.00
Violation of §22-103(a): Unlicensed STR	1 st Violation - \$300.00 2 nd Violation - \$400.00 3 rd Violation - \$500.00
Violation of §22-106(j): Exceeding Maximum STR Occupancy	1 st Violation - \$200.00 2 nd Violation - \$350.00 3 rd Violation - \$500.00
Violation of §22-108: Failure to Remedy Violation	1 st Violation - \$150.00 2 nd Violation - \$250.00 3 rd Violation - \$500.00
All other Violations of Article 5	1 st Violation - \$100.00 2 nd Violation – \$300.00 3 rd Violation - \$500.00

Attached is a resolution establishing STR fines and fees, consistent with the chart above.

FINANCIAL IMPACT: The fees and fines will have a positive impact on City finances.

RECOMMENDATION: Motion to adopt the resolution as presented.

PREPARED BY: Warren Rothe, Assistant City Manager

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

**RESOLUTION ESTABLISHING FINES AND FEES FOR SHORT-TERM RENTAL
LICENSING ORDINANCE**

At a regular meeting of the City Council for the City of Grosse Pointe Park, Wayne County, Michigan, held in the Municipal Building of said City, on the 9th day of December 2024 at 7:00 p.m., the following resolution was adopted.

Present Members:

Absent Members:

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

WHEREAS, the City of Grosse Pointe Park has adopted a short-Term Rental Licensing Ordinance (No. 245); and,

WHEREAS, the Short-Term Rental Licensing Ordinance provides that the City Council will, by resolution, establish fees and fines regarding the City’s short-term rental (“STR”) regulations; and

WHEREAS, the City has determined the appropriate fees and fines for the Short-Term Rental Licensing Ordinance and wishes to establish those fines and fees herein.

NOW, THEREFORE, BE IT RESOLVED,

1. The City Council hereby approves the establishment of a Schedule of Fines for violations of the Short-Term Rental Licensing Ordinance (No. 240229-B) and other applicable provisions of the City Code pertaining to short-term rentals.
2. *Schedule of Fines for Violations of the STR Licensing Ordinance.* The following schedules of fees and fines is hereby adopted by the City Council for the City of Grosse Pointe Park:

Item/Violation	Fee/Fine
Short-Term Rental Licensing Fees	
Non-Refundable Application Fee	\$25.00
Licensing Fee	\$50.00
Inspection Fee – includes C of O	\$100.00
Amended Nuisance Response Plan	\$20.00
Violation of §22-103(a): Unlicensed STR	1 st Violation - \$300.00 2 nd Violation - \$400.00 3 rd Violation - \$500.00

Violation of §22-106(j): Exceeding Maximum STR Occupancy	1 st Violation - \$200.00 2 nd Violation - \$350.00 3 rd Violation - \$500.00
Violation of §22-108: Failure to Remedy Violation	1 st Violation - \$150.00 2 nd Violation - \$250.00 3 rd Violation - \$500.00
All other Violations of Article 5	1 st Violation - \$100.00 2 nd Violation – \$300.00 3 rd Violation - \$500.00

3. This schedules of fees and fines may be updated or amended from time to time by resolution of the City Council.
4. All resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, repealed.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on December 9th 2024, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Clerk of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the 9th day of December 2024

IN WITNESS WHEREOF, I have hereunto set my official signature, this 9th day of December 2024.

Bridgette Bowdler, City Clerk
City of Grosse Pointe Park



CITY COUNCIL MEETING

DATE: December 9, 2024

SUBJECT: Donation Acceptance from Grosse Pointe Public Safety Foundation

SUMMARY: The Grosse Pointe Public Safety Foundation has been working hard to raise money for License Plate Readers to donate to the Grosse Pointes and Harper Woods. The Foundation has met with the Chiefs of the Grosse Pointes Public Safety Department to identify the biggest needs for the communities, with the top request being License Plate Readers. The Foundation is set to provide each community with five Motorola license plate readers working with Actron Integrated Security Systems.

The system allows for integration with other systems in Southeast Michigan, including the City of Detroit. The benefit of LPR technology is to offer safety to the community. In cities where LPRs have been installed, crime has dropped, more arrests have been made, and missing children and adults have been found and returned home.

As part of the donation the Foundation is requesting the City pay for software, annual fees, sim cards and maintenance costs after 1 year of service.

Detective/Sergeant Jeremy Pittman will be at the Council meeting to explain further the benefits to these devices and how it has enhanced Departments in Michigan fighting crime.

FINANCIAL IMPACT: \$9,500/ Per Year Starting in Calendar Year 2026 includes software, annual fee and sim cards. The total value of the donation is \$57,300

RECOMMENDATION: Motion to accept the donation and approve the agreement between the Grosse Pointe Public Safety Foundation and the City for the future maintenance and care of five (5) Motorola License Plate Readers

PREPARED BY: Nick Sizeland, City Manager

December 5, 2024

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

Re. Restricted Gift of the Grosse Pointe Public Safety Foundation (“GPPSF”)

Dear Nick:

GPPSF is a 501(c)(3) public charity committed to providing the law enforcement agencies of the five Grosse Pointes and Harper Woods with cutting edge tools and technologies to maximize the security and safety of our community.

On November 14, 2024, the Board of Directors of the GPPSF unanimously approved a gift to the City of Grosse Pointe Park (“GPP”) of five (5) Motorola Solutions (“Motorola”) License Plate Readers (“LPRs”), related equipment, certain installation and configuration costs, and all related license fees for the first year of implementation (collectively, the “LPR System”). The cost of the LPR System will be fully-funded by GPPSF, but the LPR System, including the location and placement of each LPR, has been selected by GPP. The attached proposal from Actron Integrated Security Systems, an approved Motorola contractor (“Actron”) which has been approved by GPP, outlines the LPR packages selected by GPP municipal officials, including law enforcement, in conjunction with Actron and Motorola.

Title to the LPRs, related equipment, licenses, and warranties outlined in the proposal will be in GPP’s name. All annual license costs outlined in the proposal beyond the first year of implementation are the responsibility of GPP. All maintenance, hard wiring and related work and material (e.g. trenching, electrical), increase in municipal cellular data plan costs, and other operational costs to keep the LPR System in good working order shall be the responsibility of GPP.

GPP shall endeavor to budget and expend sufficient funds to maintain the LPR System in good operating condition throughout the useful life of the LPR System.

These terms shall apply to additional gifts by GPPSF to GPP relating to the LPR System (i.e. additional LPRs, equipment, materials, and installation) except that GPP shall be responsible for all license fees upon deployment of additional LPRs to the LPR System). However, GPPSF has not committed any additional gifts, and GPP should not expect or rely on any funding from GPPSF relating to the LPR System, including maintenance and operational costs, beyond this initial gift.

THE LPR SYSTEM IS DONATED "AS IS." WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, GPPSF DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE LPR SYSTEM AND INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY

WARRANTY OF THE MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. GPPSF SHALL NOT BE LIABLE FOR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM RECEIPT OR USE OF THE LPR SYSTEM.

GPP agrees to hold harmless GPPSF, its agents, servants, employees, officers and directors from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, which may be sustained or claimed to be sustained by any person, and all damages to property, caused by or in connection with GPP's use, possession, ownership, sale or disposal of the LPR System.

GPP agrees to release, waive, discharge and covenant not to sue GPPSF and its agents, servants, employees, officers and directors for any and all claims, including but not limited to the negligence of GPPSF, its agents, servants, employees, officers and directors resulting in personal injury, accidents or illnesses (including death, or property loss), related in any way to the gift or the LPR System.

GPPSF is excited to be able to help provide this needed law enforcement tool to GPP and ready to accept the proposal and place the order with Actron following receipt of this signed letter.

If the foregoing is acceptable to you, please sign and date this letter in the space provided below and return it to me.

Very truly yours,



Michael Stines
Chairman

Agreed to and accepted this ____ day of December, 2024:

City of Grosse Pointe Park

By: _____
Nick Sizeland, City Manager



CITY COUNCIL MEETING

DATE: December 9, 2024

SUBJECT: Grosse Pointe Animal Adoption Service Agreement

SUMMARY: The Grosse Pointe Animal Adoption Society and the City of Grosse Pointe Park entered into an agreement on November 13, 2023 after Dr. Herzog in Grosse Pointe Park retired from services. GPAAS provides service to our Public Safety Department for lost pets, stray and injured animals can be sheltered and receive veterinary care until they are re-claimed or evaluated and re-homed. GPAAS seeks foster homes and permanent placement or unclaimed pets through their adoption program, and humanely euthanize those that are critically injured, un-treatable or aggressive/un-adoptable.

On November 15, 2024 GPAAS established a new facility at 20502 Harper Ave in Harper Woods. After a recent audit by the State of Michigan GPAAS is requiring the Grosse Pointes and Harper Woods to pay an annual usage fee to sustain services. In the past GPAAS has served communities only charging for boarding costs without any usage fees. The fee is calculated based on an \$130,000 overhead budget allocated on the usage percentage each city had in 2024. GPAAS knowing our budget has already been adopted is willing to wait for payment until July 1, 2025. GPAAS requests a commitment in writing from our community prior to December 31st on our decision. Based on the situation and minimal alternative adoptions I recommend council consider this agreement.

FINANCIAL IMPACT: \$16,900 with first payments to start July 1, 2025 Fiscal Year Budget

RECOMMENDATION: Motion to approve the Service Agreement with the Grosse Pointe Animal Adoption Society

PREPARED BY: Nick Sizeland, City Manager



20542 Harper Ave., Harper Woods, MI 48225

(313) 884-1551 GPAAS.org

December 2, 2024

To: Director of Public Safety

Re: Animal Services for 2025- Annual Usage/Access Fee

On November 15, 2024 GPAAS established the Barbara N. Weiss Animal Protection Facility at 20502 Harper Ave. in Harper Woods with the purpose to better serve our municipal agreements with Grosse Pointe Woods, Grosse Pointe Shores, Grosse Pointe Park, Grosse Pointe City, Grosse Pointe Farms and Harper Woods.

After state inspection, conversations with municipalities and discussions with our Board of Directors, GPAAS must require an annual usage fee to sustain our services to the municipalities. We have served as an animal shelter since 2012 at no charge except for minimal boarding costs.

The annual fee required to have access to our Intake Facility for Calendar Year 2025 is calculated on each municipality's usage percentage for 11 months of 2024. Our projected overhead budget is \$130,000, not including food, supplies, veterinary care and medications. We will review in November, 2025 and adjust accordingly for Calendar Year 2026.

GPAAS can accept equal monthly payments, bi-annual payment, or lump sum for 2025. Understanding that your budget begins in July, we can accept payment in July for the first 6 months of 2025, and the balance as you wish. But, in order to provide these services to your city, we need a **commitment in writing by December 31st, 2024.**

Attached is our revised proposed Service Agreement for Calendar Year 2025 which will supersede all previous agreements. Those **current agreements will end on December 31, 2024.**

Sincerely,

Corinne Martin, Executive Director
Grosse Pointe Animal Adoption Society
(313) 505-3725 cellphone
gpaas@wowway.biz

SERVICE AGREEMENT

This agreement is made and entered into on ____ day of _____ 2024 between the Grosse Pointe Animal Adoption Society (GPAAS), a non-profit corporation in the state of Michigan, whose mailing address is 296 Chalfonte Ave, Grosse Pointe Farms, MI 48236, and Grosse Pointe Park Public Safety Department, located at 15115 E. Jefferson, Grosse Pointe Park, MI 48230.

Whereas the Grosse Pointe Park Department of Public Safety and the GPAAS desire to enter into an agreement to provide service for the community, where lost pets, stray and injured animals, can be sheltered and receive veterinary care until they are re-claimed or evaluated and re-homed. GPAAS will seek foster homes and permanent placement for unclaimed pets through our adoption program, and humanely euthanize those that are critically injured, un-treatable or aggressive/un-adoptable.

A. IMPOUNDING ANIMALS

Our Intake Facility is located at 20502 Harper Ave, Harper Woods MI 48225, will receive stray or found animals, with or without identification, that are transported by the Grosse Pointe Park Department of Public Safety personnel. Strays are housed at the Intake Facility only. The Facility is accessible 24/7 by key and door code. **Refer to Intake Procedure Instructions.**

B. MEDICAL TREATMENT AND STRAY HOLD REQUIREMENTS

Sick or injured animals will be provided with immediate veterinary care weekdays. Critically injured animals that are suffering will be humanely euthanized and the treating veterinarian will document such cases. Dog bite cases will be identified, quarantined and observed for the required 10 days.

GPAAS will hold unclaimed strays according to the State of Michigan Shelter Regulations, (4 business days, not including the day the animal arrives, weekends or holidays). After stray hold, GPAAS will assess and determine if animal will move to adoption program. If an animal is deemed to be aggressive and a danger to staff, people or other animals, it will be humanely euthanized at Harper Woods Veterinary Hospital. GPAAS may not be able to provide shelter for "hoarding" cases, those with numerous animals.

C. INTAKE REQUIREMENTS AND RE-CLAIMING PROCEDURE

GPAAS will **only accept found and stray animals** from the Grosse Pointe Park Public Safety. GPAAS can consider "owner relinquishments" on a case by case basis as shelter space permits. Those owners should be referred directly to GPAAS. Any animal that has been in the possession of a person for a reasonable period of time (10-14 days), is considered "owned" and not a "stray" animal.

The following information will be required for each animal during the intake process:

- Location, date and time the animal was found.
- Finder's name, address and phone number if available.
- Name of Officer transporting the animal and Call For Service number.
- Description of the animal and any identification for the animal.
- Reason for impound (lost/found/stray, home emergency safekeeping hold, aggressive dog, bite case with dogs/humans, etc)

Persons claiming ownership of pet must provide proof of ownership to include vaccination certificate, veterinary invoice, or photograph, etc.

Proof of current rabies vaccination is required by Michigan Law in order to release a dog. If the owner cannot provide proof, arrangements for the vaccination will be made by GPAAS at the Harper Woods Veterinary Hospital. The owner will be required to pay GPAAS directly prior to release.

Proof of dog license and payment of boarding fees to the municipality will be required prior to release of dog. The owner will pay the city directly for the license and boarding fees.

Annual Usage Fee (based on 13%) for January 1 through December 31, 2025 is \$16,900.00

GPAAS shall submit a monthly invoice for services as follows:

Boarding- Cat, kitten or group of kittens:	\$20 per day for up to 5 days
Boarding- Dog or puppy:	\$30 per day for up to 5 days
Boarding- Bite case:	\$40 per day for 10 days
Tranquilizer Services:	*\$75 per use
Euthanasia:	*\$65.00
Cremation:	*\$56.00
Wildlife Cremation:	Courtesy by Crematorium
* Fees subject to change based on veterinary fees	

Corinne Martin, Executive Director
Grosse Pointe Animal Adoption
Date _____

J. Bostock, Director
Grosse Pointe ParkPublic Safety
Date _____

N. Sizeland, City Manager
Grosse Pointe Park
Date _____



CITY COUNCIL MEETING

DATE: December 9, 2024

SUBJECT: Amendment Cafeteria 125 Plan

SUMMARY: The City of Grosse Pointe Park adopted what is called a Cafeteria 125 plan document on February 8, 2010. A cafeteria plan is a cost effective way for businesses and municipalities to sponsor benefits package options to its employees. It offers tax advantages for employers and employees alike and is a key component of talent acquisition and retainage.

The City is requesting the council authorize the City Attorney to amend the original adopted 2010 plan to make available a pre-taxable contribution Dependent Care Flexible Spending Account (DCFSA) benefit option to all full time and permanent part time City employees beginning with the 2025 plan year. Employees if electing to contribute to this plan option will make a bi-weekly non-taxable payroll contribution. The option allows employees to sign up during open enrollment, a life change event or upon becoming a newly hired employee. The IRS limit to contribute to the plan is \$5,000.

This plan amendment offers the following allowable expenses per the IRS including:

- Babysitting, nanny, au pair, and daycare services
- Before and after school care programs
- Nursery school, preschool, or similar programs below the kindergarten level
- Summer or holiday day camps
- Childcare centers
- Late pickup fees
- Custodial care for dependent adult services
- Household services provided by cooks, maids, or cleaners if part of care

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Motion to approve the Resolution to Amend Section 125 Plan to Include a Dependent Care Flexible Spending Account and authorize the City Manager, following final legal review, to execute such related documents to implement the same

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

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

**RESOLUTION
to Amend Section 125 Plan
to Include a Dependent Care Flexible Spending Account**

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 December 9, 2024, the following resolution was adopted.

Present Members:

Absent Members:

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

WHEREAS the City of Grosse Pointe Park Council adopted a Cafeteria 125 plan document on or around February 8, 2010; and

WHEREAS the City's established Section 125 Plan provides modules for a Premium Only Plan (POP) (Section 6) and a Health Savings Account (HSA) Plan (Section 7); and

WHEREAS the City of Grosse Pointe Park seeks to expand its Cafeteria 125 plan to make available a pre-taxable contribution Dependent Care Flexible Spending Account (DCFSA) module (proposed Section 8); and

WHEREAS inclusion of a DCFSA will provide certain tax benefits to the City and its participating employees, as established and governed by Section 129 of the Internal Revenue Code (26 US Code Section 129(a)(2)(A)); and

WHEREAS the DCFSA annual benefit year shall be January 1st through December 31st of each calendar year to coincide with other City-sponsored benefit plan years, effective January 2025, with an annual enrollment period prior to the start of each Plan year; and

WHEREAS employee participation shall require formal enrollment where DCFSA contributions shall be made via employee-authorized bi-weekly non-taxable payroll contribution; and

WHEREAS the City of Grosse Pointe Park is the Plan Provider and intends to amend its previously adopted Cafeteria 125 Plan to include the addition of a DCFSA module, as well as standard compliance amendments to the adopted Plan; and

WHEREAS the Council for the City of Grosse Pointe Park acknowledges that all full-time and certain regular permanent part-time employees will be allowed to participate in the DCFSA plan option; and

WHEREAS the City of Grosse Pointe Park shall contract with a third-party administrator to receive,

review, and adjudicate DCFSA claims.

NOW THEREFORE, BE IT RESOLVED that the Council for the City of Grosse Pointe Park City hereby adopts Resolution ~~2024-12-09-###~~ to amend its adopted Section 125 Plan document to include a Dependent Care Flexible Spending Account module for its fulltime and certain permanent part-time employees; and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the City of Grosse Pointe Park shall finalize its written Section 125 Plan DCFSA module so that the Plan Provider, Plan Administrator, Plan Participant eligibility, Plan enrollment process, events authorizing participants to change Plan elections, and timelines for claim submissions are articulated in compliance with Internal Revenue Service (IRS) guidelines (*Exhibit A*); and

BE IT FURTHER RESOLVED that the City of Grosse Pointe Park shall amend its adopted Section 125 Plan so that all provisions are updated to align with the DCFSA module, or as otherwise necessary to ensure compliance with IRS guidelines; and

BE IT FINALLY RESOLVED that the City Manager, following legal review, shall execute the amended Section 125 Plan and related documents to authorize the third-party administration of the same.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on December 9, 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: December 9, 2024

SUBJECT: Recreation Commission Appointments

SUMMARY: 3-Year Terms Ending in 2027

Reappointments

James Ceuninck

Larry Haggart

Mike Hindelang-Chair

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Motion to approve the following reappointments to the Recreation Commission

PREPARED BY: Nick Sizeland, City Manager