

AGENDA

CITY OF GROSSE POINTE PARK CITY COUNCIL MEETING

March 8th, 2021; 7 pm

SPECIAL NOTICE: Due to the MDHHS Epidemic Order limiting meeting size and to Continue to Minimize the Spread of COVID-19, this meeting will be held electronically. See instructions below for how to join the meeting and guidelines for meeting conduct. All City Council meeting materials are included as part of this meeting notice.

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance to the Flag
- IV. Michigan Independent Citizens Redistricting Commission
- V. State Representative Joe Tate
- VI. Approval of Consent Agenda
 - I. Approval of January 25th, 2021 and February 8th, 2021 Meeting Minutes
 - II. Approval of February 8th, 2021 Meeting Minutes
 - III. Approval of Resolution Approving PY 2021 CDBG Application
 - IV. Approval of MERS Defined Benefit Plan Waiver Application
 - V. Finance Report
- VII. Approval of Regular Agenda
- VIII. Public Comment (Agenda Items)
- IX. 2020 Public Safety Officer Awards
- X. Managers' Report
- XI. Committee and Commission Reports
- XII. Unfinished Business
 - I. Schaap Center Update
 - II. Public Safety Director Update
 - III. Council Comment
- XIII. New Business
 - I. Review of Annual Public Safety Report
 - II. Amendment Ordinance 207 Planning Commission
 - III. Amendment Chapter 27-86 Generator
 - IV. Amendment Ordinance 215 Dogs
 - V. Amendment Chapter 22-1 Michigan Vehicle Code Update
 - VI. GLWA Water Services Contract
 - VII. Alma Kitchen Support
 - VIII. Council Comment
- XIV. Public Comment (Non-Agenda Items)
- XV. Adjournment

ZOOM MEETING AND TELECONFERENCE INFORMATION

- Go to zoom.us
- Meeting ID: 812 7794 4009

- Password: 105146

Dial In Information

- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Germantown)
- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)
- +1 253 215 8782 US (Tacoma)

Meeting ID: 812 7794 4009

Password: 105146

Michigan Relay is a communications system that allows hearing persons and deaf, hard of hearing, or speech-impaired persons to communicate by telephone. Users may reach Michigan Relay by dialing 7-1-1 and then connection with Zoom conference number above. There is no additional charge to use this service. Please contact smithl@grossepointepark.org with any other requests for accommodations.

How to Submit Public Comment

There will be two options for how to submit a public comment for this meeting: attending the Zoom meeting or written comment. There will be two public comment periods: one before agenda items at the beginning of the meeting and one at the end of the meeting for new/old business. Spoken comments will be limited to three minutes. Written comments will be limited to 250 words.

Members of the public wishing to make a comment via Zoom will need to either join the meeting through the app on their computer/tablet/mobile phone and/or dial in to the phone number listed on the public notice. All spoken comments through the Zoom app or the phone will be limited to three minutes. The provided meeting guidelines outline the process for teleconferencing comments that will be followed during the meeting.

Written comments can be submitted directly to smithl@grossepointepark.org. **If you are submitting two written comments, please type either Public Comment Agenda Items or Public Comment New/Old Business in the subject line of your email.** Written submissions need to be 250 words or less and be submitted by 5pm on Sunday, March 7th.

Guidelines for Public Participants

1. All virtual meetings will be conducted via Zoom with a dial-in option. If you join the meeting utilizing the Zoom app on your computer/tablet/phone, you will be able to listen, see the City Council members, and make a public comment if you desire to do so. **We are not allowing the public to utilize a webcam during the meeting.** If you join the meeting with your webcam on, it will be disabled by the host.
2. All meeting materials and meeting information is available on the City website at www.grossepointepark.org

3. The meeting will start promptly at the time listed on the meeting notice. **Public participants will be permitted to join the meeting five minutes before the meeting is scheduled to start.**
4. When you are ready to join the meeting, please make sure your line is muted to decrease background noise. Public participant lines have to remain muted until the public comment portion of the meeting. **Also make sure your webcam is disabled before you join.** If you join the meeting with your webcam on, it will be disabled by the host.
5. If you decide you want to make a public comment, please utilize the raise hand function in the Zoom app or on the phone **during the agenda item before the appropriate public comment period.** To raise your hand on the phone, press *9. Staff will add you to the public comment queue list for the next public comment period. **Please note that all public participants are only allowed one three-minute public comment per public comment period.**
6. **When each public comment period begins,** the Mayor will review the process for public comments. After the process is reviewed, the Mayor will call on a Staff member to read any public comments that were submitted via written statement. When those are completed, the Mayor will call for any spoken public comment. A staff member will call on public participants by either the last four digits of your phone number or your participant name listed in the Zoom app. Public participants will be called in the order they were added to the queue list. Public participants who do not respond within ten seconds of their phone number or screen name being called will be skipped and the next person in line will be called on. This method will continue until all public participants have had the opportunity to comment. **All public comments shall not exceed three minutes and a timer will be displayed on the screen.**
7. Once the public comment period is done, the Mayor will either continue with the next agenda item or end the meeting.

Hosts will have the ability to and will remove participants from the meeting if they breach the peace in such a way that disrupts or interferes with the meeting.

SPECIAL COUNCIL MEETING – January 25th and February 1st, 2021
7:00 P.M. & 6:00 P.M.

An electronic meeting through Zoom was held due to MDHHS Epidemic Order limiting meeting size and to continue decreasing the spread of COVID-19.

The meeting was called to order by Mayor Denner and opened with the Pledge of Allegiance to the Flag.

The following were electronically present: Councilmembers Relan, Read, Hodges, Robson, McConnell, and Fluitt, and Mayor Denner.

Also electronically present: Nick Sizeland, City Manager, Jane M. Blahut, Finance Director/Clerk, Jake Howlett, City Attorney, and Leah Smith, Assistant to the City Manager.

CONVENE TO CLOSED DOOR SESSION

Mayor Denner stated that the closed-door session is going to include personnel review of the City Manager, City Finance Director/Treasurer/Clerk, and the City Attorney. The public cannot be present in closed door session and will be placed into the Zoom waiting room for the duration of the closed-door session. All public participants will be readmitted into the meeting when Council resumes open door session to take any action that requires a formal vote.

Motion by Mayor Denner, supported by Councilmember Read, to convene to a closed-door session.

AYES: Councilmembers Relan, Read, Hodges, Robson, McConnell, and Fluitt, and Mayor Denner

NAYS: None

RECONVENE TO OPEN DOOR

Mayor Denner reconvened the meeting to open door session at 12:00 AM.

PERSONNEL REVIEW

Mayor Denner stated that the first item of business is compensation for the City Finance Director/Treasurer/Clerk.

Motion by Councilmember Read, supported by Councilmember Fluitt, to increase the City Clerk/Finance Director/Treasurer compensation by 4% to compensate for a 2% increase from 2020 and 2% increase from 2021 and to continue the standard deferred compensation contribution.

AYES: Councilmembers Relan, Read, Hodges, Robson, McConnell, and Fluitt, and Mayor Denner

NAYS: None

Motion by Mayor Denner, supported by Councilmember McConnell to recess the meeting to Monday, February 1st, at 6pm to continue the discussion of personnel review.

AYES: Councilmembers Relan, Read, Hodges, Robson, McConnell, and Fluitt, and Mayor Denner

NAYS: None

Mayor Denner recessed the meeting at 12:10 am.

CALL TO ORDER – MONDAY, FEBRUARY 1ST

Mayor Denner called the meeting back to order on February 1st at 6pm. All City Council members and additional participants were present.

PERSONNEL REVIEW

Mayor Denner stated that this meeting was a continuation of the meeting held on January 25th where the agenda of the meeting was personnel review. Prior to the recess, City Council voted in open session to set the compensation for calendar year 2021 for the City Finance Director/Treasurer/Clerk. No other votes were taken during that meeting and no votes can legally be taken during a closed-door session and closed-door sessions are strictly confidential. Consistent with a majority sense of Council, the Chair of the Personnel Committee, Councilmember Robson, met with the City Manager to discuss matters related to his personnel review. City Council has the obligation tonight to conclude action related to the personnel review.

Motion by Mayor Denner, supported by Councilmember Read, that City Council sets compensation for calendar year 2021 for the City Manager Nick Sizeland at \$100,000 dollars consistent with the terms of his employment contract. Further, Council commits to honor all provisions in Mr. Sizeland's contract, to have the Personnel Committee summarize in writing goals and areas for improvement for Mr. Sizeland based on Council evaluations and input to the Personnel Committee Chair, and to conduct a feedback session based on this document with Mr. Sizeland approximately six months from now.

Councilmembers Relan and Fluitt stated concern with increasing the salary based on current economic conditions and the completion of a second review in six months.

AYES: Councilmembers Relan, Read, Hodges, Robson, and McConnell, and Mayor Denner

NAYS: Councilmember Fluitt

NEW/OLD BUSINESS

Councilmember Fluitt stated that based on the emails received by City Council after the meeting on January 25th and the rumors that were circulated throughout the community, someone may have broken the law by sharing confidential information from the closed-door session. She stated that she is requesting that City Council begin an investigation into who broke the confidentiality of the closed-door session under Chapter 6, section 6.9 in the City Charter. She inquired if a motion should be made to begin the investigation.

Mayor Denner stated that the new and old business agenda item is for discussion items only and motions cannot be made. It can be added to the next meeting agenda.

City Attorney Howlett confirmed that was the appropriate action to take and that he would be available for research and discussion around the topic in the interim.

City Manager Sizeland stated it would be added to the meeting agenda for February 8th.

PUBLIC COMMENT

City Manager Sizeland stated that per the meeting notice, no written comment was accepted for this meeting.

Eight residents made verbal comments.

Motion by Councilmember Read, supported by Councilmember Relan, to adjourn the meeting.

AYES: Councilmembers Relan, Read, Hodges, Robson, McConnell, and Fluit, and Mayor Denner

NAYS: None

With no further business, the meeting adjourned at 6:30 pm.

DRAFT PENDING APPROVAL

COUNCIL MEETING – February 8, 2021
7:00 P.M.

An electronic meeting through Zoom was held due to the MDHHS Epidemic Order limiting meeting size and to continue decreasing the spread of COVID-19.

The meeting was called to order by Mayor Denner and opened with the Pledge of Allegiance to the Flag.

The following were electronically present: Councilmembers Relan, Read, Hodges, Robson, McConnell, and Fluitt, and Mayor Denner.

Also electronically present: Nick Sizeland, City Manager, Jane M. Blahut, Finance Director/Clerk, Jake Howlett, City Attorney, Jim Bostock, Interim Public Safety Director/Lieutenant, Ron Supal, Chief Building Official, and Leah Smith, Assistant to the City Manager.

APPROVAL OF CONSENT AGENDA

Mayor Denner presented to Council for consideration the approval of the consent agenda as presented.

The consent agenda included the following items:

- Approval of January 11th Meeting Minutes
- Approval of Mutual Aid Training Agreement
- Adoption of Poverty Exemption Policy and Approval of Policy Exemption Application
- Finance Report

Motion by Councilmember Read, supported by Councilmember McConnell, to approve the consent agenda as presented.

AYES: Councilmembers Relan, Read, Hodges, Robson, McConnell, and Fluitt and Mayor Denner

NAYS: None

APPROVAL OF REGULAR AGENDA

Mayor Denner presented to Council for consideration the approval of the regular agenda as presented.

Motion by Councilmember McConnell, supported by Councilmember Robson, to approve the regular agenda as presented.

AYES: Councilmembers Relan, Read, Hodges, Robson, McConnell, and Fluitt and Mayor Denner

NAYS: None

PUBLIC COMMENT (AGENDA ITEMS)

City Manager Sizeland read one written comment submitted by one resident.

Two residents made verbal comments.

MANAGERS REPORT

City Manager Sizeland presented a brief overview of the status of issues since the last meeting:

- Safe Routes to School
- TIFA COVID Support Program
- DDA COVID Support Program
- DTE
- Public Works Building
- City Hall Building
- Master Plan Update
- Public Safety Director Position
- Dog Park
- Chillyfest
- Drinking Water Revolving Fund

Councilmember Fluitt inquired on what the next step is for the Public Works Facility.

City Manager Sizeland stated that he is waiting on the cost saving findings from the contractor and engineer. Once that is complete, construction can begin.

Councilmember McConnell inquired on how the visioning session was advertised.

City Manager Sizeland stated that the City advertised the event on the City website and Facebook page, a Facebook event was created, flyers were handed out to local businesses who hung them inside their windows, sandwich boards were placed at both entrances to the park and the entrance to the Lavins Center, and large signs were placed in key locations on Kercheval, Charlevoix, and by City Hall. Both local newspapers also advertised the event.

COMMITTEE AND COMMISSION REPORTS

Communications Committee

The Communications committee met on January 21, 2021. The Committee reviewed the City's primary communication tools:

1. Nixle: The City is seeking to expand the use beyond public safety to include DPW and other departments with the goal of communicating advisories ASAP.
2. Communicator: The Park Communicator is delivered to every home and many residents save it for phone numbers and programming information. Administration is working on a spring edition.
3. Business communication: Administration is completing a list of business contacts.
4. Social Media Messaging: The City will be spacing and scheduling posts to avoid information overload.
5. Website: The City is working to consolidate information to improve user experience. Administration will be adding committee Zoom video links.
6. New/Old Business: Councilmember McConnell proposed a communication survey so the Committee and Administration can best determine how residents prefer to receive city news/information.
7. Finally, the Committee is promoting the Master Plan visioning session, which will take place on Tuesday, February 9, 2021 at 7 PM via Zoom. The details for joining are on the City website.

DDA

Mayor Denner stated that the DDA Board met on February 2nd at 7pm via Zoom. The main topics of the meeting was approval of the modified DDA By-laws and discussion and approval of a second round of the DDA COVID-19 business program.

Marina Subcommittee

The subcommittee met on January 13, 2021. Some of the short-term plans include surveillance camera upgrade, plans for weed removal, and child safety latches on gates. Long-term, Chris Delmege, the marina supervisor, will be obtaining an engineering analysis that will help shape future plans. At this time, water levels are predicted to be lower this season than last. The subcommittee will reconvene on March 10, 2021, via Zoom.

Recreation Committee

The Recreation Commission met on February 3, 2021. At Windmill Pointe, Administration is looking at resurfacing of the tennis courts and is anticipating a similar pool season to last year with COVID restrictions. The Lavins Center is open with COVID limitations in place and will resume karate and pickleball on March 1. City Administration is working on rules for the dog park and will be scheduling a special Recreation Commission meeting in March to review them. Also at Patterson Park, Administration is considering the possibility of a disc golf course. The Date Skate event has been cancelled due to low interest. The City will be sponsoring Chilly Fest on Saturday, February 27 on Kercheval and Charlevoix to support our businesses and the event will be featured carriage rides and contests. More details can be found on the City website.

NAACP/Public Safety

Lt. Bostock stated that he and the other Public Safety chiefs met with the NAACP on January 27th via Zoom. They discussed hosting a bi-annul event for the community and the departments to interact and get to know each other. The discussions so far have been positive and good communication has been established. The committee feels that they would like to take their positive interactions to the community at large.

Councilmember Robson asked if a date had been selected yet.

Lt. Bostock stated no dates had been selected yet.

Eastside Community Network

Councilmember Hodges stated that she attended two Eastside Community Network meetings since the January council meeting. The committee continues to discuss important topics including discussion of creation of a Mack Avenue Improvement Authority, marketing and branding steps to help Mack Avenue businesses, and beautification.

UNFINISHED BUSINESS: DECEMBER 21ST, 2020 MEETING MINUTES

Mayor Denner stated that Councilmember Fluitt asked for the agenda item after the last meeting following the December minutes being approved as part of the consent agenda with no opportunity for

her to request edits before approving. Mayor Denner asked City Attorney Howlett to introduce the topic for discussion.

City Attorney Howlett stated that he had investigated options that would allow the Council to add changes to the minutes after they have been approved. He focused on section 15.269 of the State of Michigan Open Meetings Act, which talks about meeting minutes and requires that any corrections or amendments to the minutes be made at the next meeting after the meeting to which the minutes refer. Based on the language in the OMA, the edits to the December meeting minutes would have had to be made at the January meeting prior to approval. The OMA does not provide an allowance for amending minutes outside of the timeframe previously describe and the December minutes cannot be amended further at this meeting.

Councilmember Fluitt stated that City Attorney Howlett had advised her of this prior to the meeting and that there was one item she wanted to have added to the minutes that she would address later in the meeting.

Mayor Denner reminded the public and the Council that these meetings are being recorded and the whole meeting is available for viewing on the City website.

UNFINISHED BUSINESS:
COUNCIL COMMENT

Councilmember Fluitt stated that the comment she was going to request to have added to the minutes was related to the current DPW facility. She inquired on if the ventilation issues had been addressed because it was the only major concern at the current facility.

City Manager Sizeland stated that they were continuing to look at ways to address the ventilation issues with Chief Building Official Ron Supal. He stated that there was also roof patching that had been completed due to leaks.

Councilmember Relan requested an update on the Park Communicator.

City Manager Sizeland stated that he was working Parks and Recreation Supervisor Craig on content and they hoped to have it printed and delivered soon.

NEW BUSINESS:
ZONING BOARD OF APPEALS

Mayor Denner stated that City Council would now sit as the Zoning Board of Appeals to hear three different variance requests.

ZONING BOARD OF APPEALS:
15710 EAST JEFFERSON

Mayor Denner asked City Administration to present the first variance request for council consideration.

City Manager Sizeland stated that the petitioner would like to put a four-foot fence in the front yard setback on Jefferson and a portion of Berkshire. The ordinance 27.100(b) prohibits fences in the front yard.

Chief Building Official Supal stated that per the drawings, allowing the petitioner to run the fence as far along Berkshire as desired could create potential visual issues for drivers turning from Jefferson onto Berkshire and from Berkshire onto Jefferson. This is why Administration's recommendation is to allow the fence but have it end at the wall of the home.

Ms., Mary Markus, the petitioner, stated that she is requesting the fence to keep people from cutting through her front lawn. She stated that her front lawn is cut through on a regular basis because the first postal box in from Detroit sits on the corner of Jefferson and Berkshire. She has planted a red barberry hedge along the front yard to try and protect her yard but has been unsuccessful. She stated that when the home was originally built, the front door was supposed to face Berkshire but the City required her and her husband to turn the house so the driveway would not be facing Jefferson. She would like to have the fence for these reasons.

Mayor Denner asked if there were any residents wishing to comment on the variance request.

No comments were made.

Mayor Denner stated that this request had been in front of Council before in July 2006 and asked if the request was the same.

Ms. Markus stated that this request was different from the 2006 request.

Mayor Denner asked what materials were going to be utilized for the fence.

Ms. Markus stated that the fence would be a brown aluminum fence to match the existing gates she already has on her property.

Councilmember Read inquired on if the fence would be solid or slotted?

Ms. Markus stated that the fence would be slotted.

Motion by Councilmember Hodges, supported by Councilmember Relan, to approve the variance request for 15710 East Jefferson for a front yard variance recognizing the hardships and unique circumstances at the site.

Councilmember Robson stated that he would like to propose tabling the vote on the variance request until the next meeting because Council needs to be able to see the fence to make sure there are no safety concerns.

Councilmember Relan stated that he had a picture of the referenced gates and shared his screen for Council to see.

Ms. Markus confirmed that the fence would look like the gates being displayed on the screen except it would be straight across instead of curved.

Councilmember Robson stated that he was satisfied with the picture displayed and was withdrawing his request to table.

AYES: Councilmembers Relan, Read, Hodges, Robson, McConnell, and Fluitt and Mayor Denner

NAYS: None

ZONING BOARD OF APPEALS:
1120 AUDUBON

Mayor Denner asked City Administration to present the next variance request for consideration.

Chief Building Official Supal stated that the requestor at 1120 Audubon wishes to install an emergency electrical generator in the side yard setback. The zoning ordinance 27-86(c) prohibits placement of emergency electrical generators in the side yard setback and only allows installation of emergency generators in the backyard setback.

Mr. Thomas Nowinski, the petitioner, stated that he would like to install an emergency generator in the side yard setback of his home located at 1120 Audubon. He stated that the generator needed to be placed in the side yard instead of the backyard due to architectural, landscaping, and connectivity impediments. He also stated that they were installing a generator because of the constant power outages that occur on the block.

Mayor Denner stated that Council was in possession of a letter from the adjacent neighbor approving the placement of the generator.

Mayor Denner asked if there were any residents wanting to make a comment on the variance request.

No comments were made.

Motion by Councilmember Read, supported by Councilmember Relan, to approve the variance request as presented.

AYES: Councilmembers Relan, Read, Hodges, Robson, McConnell, and Fluitt and Mayor Denner

NAYS: None

ZONING BOARD OF APPEALS:
1200 DEVONSHIRE

Mayor Denner asked City Administration to present the next request for consideration and stated that a similar request was presented by the requestor at a previous meeting which was denied. The request has been modified and is back for consideration again.

Chief Building Official Supal stated that the petitioner wishes TO erect an 1847 square foot addition to the existing 3005 square foot home. The addition will be a two-story addition placed behind the garage and no interior details were included in the new set of drawings. The new addition will not meet the

Zoning requirements Article X Schedule of Regulations RA which requires a rear yard setback of 30 feet and a side yard setback of 10' 8". The new addition will only have a rear yard setback of 19' 4 1/8" and a side yard setback of 6'5" and 12' - 9 3/4" respectively. Administration is recommending denial of the request.

Mr. Richard Tepper, the petitioner, stated that he did meet with Chief Building Official Supal to try and identify an alternative plan to get his variance request approved following the initial denial. The amount of space between the dwelling and the setback has been increased and the overall footprint has been reduced by almost 300 square feet from the original request. He stated that he and his wife would like to have the addition added on for more living and garage space and they are committed to making sure that the addition does not look like an addition.

Mayor Denner stated that Council was in receipt of four emails from residents, one for the project and three against. Mayor Denner asked for verbal comments.

Four residents made verbal comments, two for and two against.

Numerous Council Members stated concern with the size of the addition and the impact on the drainage issues that already exist in the area.

Motion by Councilmember Robson, supported by Councilmember Relan, to deny the variance request as presented.

AYES: Councilmembers Relan, Read, Hodges, Robson, McConnell, and Fluitt and Mayor Denner

NAYS: None

Motion by Councilmember Hodges, supported by Councilmember Relan, to refund the variance application fee to Mr. Tepper.

AYES: Councilmembers Relan, Read, Hodges, Robson, McConnell, and Fluitt and Mayor Denner

NAYS: None

Mayor Denner closed the Zoning Board of Appeals.

NEW BUSINESS:
OMA DISCUSSION

Mayor Denner asked City Attorney Howlett to present the next topic for Council consideration.

City Attorney Howlett stated that the agenda item was requested to be added by Councilmember Fluitt following the last special City Council meeting on February 1st. He stated that Councilmember Fluitt requested an investigation into who had potentially broken the confidentiality of the closed-door session held on January 25th. City Attorney Howlett asked Councilmember Fluitt to expand on her request.

Councilmember Fluitt stated that her original request was made because she believes that the closed-door confidentiality was broken based on emails and statements received from the community following the meeting on January 25th. She investigated numerous options and determined that the only way to investigate what happened properly would be to hire a special investigator, which she felt would not be good use of taxpayer funds. She stated that while she is withdrawing her formal request for an investigation, she would like to encourage the following actions:

- Who put the allegations out should come forward and,
- If anyone has any details or information they would like to share regarding the topic, please contact the City Attorney and/or herself

Councilmember McConnell stated that she did not believe Council should be investigating themselves for credibility purposes.

Councilmember Read stated that she also did her own research and the law enforcement officials she spoke to were also at a loss as to how to handle the situation. She stated that Council should focus on moving past this incident and focus on working together and trusting each other.

NEW BUSINESS: COUNCIL COMMENT

Councilmember McConnell stated that she had worked with a number of citizens to launch an initiative called Sustain GPP which was created to support the local businesses. Work so far has included the launch of a Facebook page, and surveying the local businesses to identify the kind of support they need.

Councilmembers Robson, Read, and Relan, and Mayor Denner all made statements encouraging residents and City Council to work together and put the previous negative discourse in the past.

Councilmember Relan stated that he was working with Lt. Bostock and City Manager Sizeland to address the ongoing safety issues around Defer Elementary and Pierce Middle School as all students return to face-to-face learning.

Councilmember Relan stated that the next Diversity and Inclusion Initiative meeting would be held on Tuesday, February 23rd at 7pm via Zoom.

Mayor Denner reminded everyone that the Master Plan update Virtual Visioning Session would be held Tuesday, February 9th at 7pm as part of the Planning Commission meeting. The purpose of the session is to gather public feedback.

PUBLIC COMMENT (NON-AGENDA ITEMS)

City Manager Sizeland read one written comment submitted by one resident.

Eight residents made verbal comments.

Motion by Councilmember Robson, supported by Councilmember Read, to adjourn the meeting.

AYES: Councilmembers Relan, Read, Hodges, Robson, Fluitt, and McConnell, and Mayor Denner

NAYS: None

With no further business, the meeting adjourned at 9:40 pm.

DRAFT PENDING APPROVAL



City Council Meeting
March 8th, 2021

TITLE: Proposed PY 2021 Community Development Block Grant Program Application	DATE: March 1, 2021						
<p>SUMMARY: The City is a participant in Wayne County’s Community Development Block Grant Program. As an entitlement county, Wayne County distributes funds to participating communities, such as Grosse Pointe Park, through a formula grant application process. For Plan Year (PY) 2021 the City has been allocated \$20,000 in CDBG funds.</p> <p>The proposed activities include:</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Activity</th> <th style="text-align: center;">Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Senior Services (The Helm)</td> <td style="text-align: right;">\$14,000.00</td> </tr> <tr> <td style="text-align: center;">Transportation Services (PAATS)</td> <td style="text-align: right;">\$6,000.00</td> </tr> </tbody> </table> <p>Wayne County is also continuing the additional opportunity for participating communities to jointly apply for larger projects with a minimum value of \$100,000. Each joint application will be granted in a five-year cycle. Because the previously submitted joint application from Grosse Pointe, Grosse Pointe Farms, Grosse Pointe Shores, and Grosse Pointe Woods was awarded funding last year, no joint application will be submitted for PY 2021.</p> <p>Administration is recommending that the Council authorize Administration to submit the City’s 2021 CDBG application to Wayne County for inclusion in the Wayne County’s Annual Action Plan to the U.S. Department of Housing and Urban Development by the March 19th, 2021 deadline.</p>		Activity	Amount	Senior Services (The Helm)	\$14,000.00	Transportation Services (PAATS)	\$6,000.00
Activity	Amount						
Senior Services (The Helm)	\$14,000.00						
Transportation Services (PAATS)	\$6,000.00						
FINANCIAL IMPACT: None							
RECOMMENDATION: Approve the attached resolution.							
PREPARED BY: Leah Smith	TITLE: Assistant to the City Manager/CDBG Coordinator						

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

Resolution Approving PY 2021 CDBG Application

WHEREAS, Wayne County is preparing an Annual Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and

WHEREAS, Wayne County has allocated \$20,000.00 to each of the 34 participating communities and requested CDBG-eligible projects for inclusion in the Action Plan, and

WHEREAS, the City of Grosse Pointe Park found that the following projects meet the federal objectives of the CDBG program and are prioritized by the community as high priority need.

Activity	Amount
Senior Services (The Helm Life Center)	\$14,000.00
Transportation Services (PAATS)	\$6,000.00

NOW, THEREFORE, BE IT RESOLVED THAT: the City of Grosse Pointe Park CDBG application is hereby authorized to be submitted to Wayne County for inclusion in Wayne County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and that Nick Sizeland, City Manager, is hereby authorized to execute all documents, agreements, or contracts which result from this application to Wayne County.

Made and passed this 8th day of March, 2021

I, Jane Blahut, the duly authorized Clerk of the City of Grosse Pointe Park, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City of Grosse Pointe Park City Council on March 8, 2021

Name: Jane Blahut
City of Grosse Pointe Park, City Clerk
County of Wayne, Michigan



Council Meeting
Date: March 8, 2021

TITLE: System Design for MERS Defined Benefit Plan	DATE: February 24, 2021
SUMMARY: The State of Michigan is requiring the City of Grosse Pointe Park to complete a waiver for the underfunded status of the MERS Defined Benefit Plan. Below are the changes that have been undertaken through contract negotiations that has reduced the long-term liability and informs the State of Michigan of the changes made to reach the goal of 100% funding level.	
FINANCIAL IMPACT None	
RECOMMENDATION: Command/Public Safety Officers: All employees hired after 3-1-14; the multiplier is 2%. Effective 1-1-18, employees hired prior to 3-1-14, pension multiplier reduced to 2-1/4%. Effective 7-1-19 FAC to exclude COLA payment and limit vacation buy back at retirement to 240 hours. Clerical/Department of Public Works employees: All employees hired after 4-1-14, multiplier is 2%. Effective 7-1-17, all employees hired prior to 4-1-14, multiplier reduced to 2%, base wage only and up to 260 hours of overtime and vacation buy back. Dispatch: Employees hired after 4-1-14 multiplier is 2%. Effective 6-1-18, employees hired prior to 4-1-14, multiplier reduced to 2%. FAC excludes COLA payment and limits vacation buy out to 240 hours. Effective 1-1-18, new hires pension will be calculated on base pay and a maximum of 260 vacation and overtime hours included in FAC Department Heads: All employees hired after 3-1-14, multiplier is 2%. Effective 7-1-17, all employees hired prior to 3-1-14, multiplier to be reduced to 2% base wage and up to 260 vacation hours. Supervisors/Non-union: All employees hired after 3-1-14, multiplier is 2%. Effective 7-1-17, all employees hired prior to 3-1-14, multiplier to be reduced to 2% base wage and up to 260 vacation hours. Since 2015, additional payments above the ARC payment have been made in the amount of \$1,780,611 and a surplus fund has also been established to reduce the overall liability. A minimum of \$200,000 is budgeted to deposit into the surplus fund each year. MERS ACTUARIAL REPORT 2019 Please note on page 7 of the MERS 2019 Actuarial, depicts the funding level. Page 16 reflects the additional payments made to the surplus fund since 2015. Also included for your review is a copy of the Financial Statement Pension Footnotes, dated June 30, 2020, indicating the ARC payment and the additional payment for 2020.	

Acceptance of the proposed waiver is recommended.

PREPARED BY:
Jane M. Blahut

TITLE: Finance Director/Treasurer

Protecting Local Government Retirement and Benefits Act

Application for Waiver:

Defined Benefit Pension Retirement Systems

Issued under authority of Public Act 202 of 2017.

1. LOCAL GOVERNMENT INFORMATION

Local Government Name: City of Grosse Pointe Park Six-Digit Muni Code: 822120
Defined Benefit Pension System Name: MERS Defined Benefit - Grosse Pointe Park
Contact Name (Administrative Officer): Jane M. Blahut
Title if not Administrative Officer: Finance Director/Treasurer
Email: blahutj@grossepointepark.org Telephone: (313) 822-4375
Fiscal Year: 6/30/2020

2. GENERAL INFORMATION

Application for Waiver: This Application for Waiver may be filed by any local government with at least one defined benefit pension retirement system that has triggered a preliminary review of underfunded status. In accordance with Public Act 202 of 2017 (the Act), if the State Treasurer determines that the underfunded status is adequately being addressed by the local government, the State Treasurer shall issue a waiver of the determination of underfunded status. If requesting a waiver, you must submit a separate and unique application for each underfunded retirement system as determined by your most recent *Retirement System Annual Report (Form 5572)*.

Due Date: The local government has **45 days from the date of notification** to complete and file the Application for Waiver. Failure to file within 45 days will result in a determination of underfunded status for your local government as defined by the Act, and your local government will be required to submit a corrective action plan to the Municipal Stability Board for approval.

Filing: This Application for Waiver must be approved by the local government's administrative officer and its governing body. **You must provide proof of your governing body approving this Application for Waiver and attach the documentation as a separate PDF document.** Failure to provide documentation that demonstrates approval from your governing body will automatically result in a disapproval of the waiver application.

The completed application must be submitted via email to LocalRetirementReporting@michigan.gov. **If you have multiple underfunded retirement systems, you are required to complete separate applications and send a separate email for each underfunded system.** Please attach each application as a separate PDF document in addition to all applicable supporting documentation.

The subject line of the email(s) should be in the following format: **Waiver-20XX, Local Government Name, Retirement System Name** (e.g. Waiver-2018, City of Lansing, Employees' Retirement System Pension Plan). Treasury will send an automatic reply acknowledging receipt of the email. Your individual email settings must allow for receipt of Treasury's automatic reply. This will be the only notification confirming receipt of the application(s).

Considerations for Waiver: A successful Application for Waiver will demonstrate what your local government has **already done** to adequately address its underfunded status. Prospective solutions will not be granted merit in determining the outcome of the waiver application (e.g. future amendments to collective bargaining agreements, upcoming millage proposals, potential budget changes, etc.). However, Treasury may consider additional ongoing funding dedicated to your retirement system if those commitments have been formally enacted by the governing body and can be documented. Section three of this waiver application allows the local government to enter a brief description of prior

actions that have already been implemented to adequately address its underfunded status. For purposes of Sec. 6.(1) of the Act, this application will also be considered the plan.

Underfunded status for a defined benefit pension system is defined as being less than 60% funded according to the most recent audited financial statements, and, if the local government is a city, village, township, or county, the actuarially determined contribution (ADC) for all of the defined benefit pension retirement systems of the local government is greater than 10% of the local government's annual governmental fund revenues, based on the most recent fiscal year.

General guidelines are listed below to help your local government decide whether to apply for a waiver. Ultimately, waiver approval or disapproval is at the discretion of the State Treasurer; however, waiver applications should generally demonstrate at least one of the following seven criteria. Please check all that apply:

- In general, local governments that were previously granted a waiver should demonstrate improvement in their underfunded status in the subsequent year. Improvement can be measured by an increase in the funded ratio and/or a decrease in the ADC as a percentage of governmental revenue;
- There was a mistake in the filing process and the local government is not actually underfunded;
- Using updated data, such as a more recent actuarial valuation, the local government is not underfunded;
- If a local government fails to calculate an ADC within their audited financial statement and triggers underfunded status, the local government may file a waiver application to Treasury that includes the calculated ADC;
- The local government demonstrates their underfunded status will be addressed within four years;
- The local government is a non-primary government (e.g. road commission, authority, etc.) and demonstrates their ADC for pension is less than 10% of governmental revenues;
- When adding enterprise fund revenues used specifically to pay retirement costs with governmental fund revenues, your ADC as a percentage of combined revenues is below 10%.

3. DESCRIPTION OF PRIOR ACTIONS

Prior actions are separated into three categories below: System Design Changes, Additional Funding, and Other Considerations. Please provide a brief description of the prior actions implemented by the local government to address the retirement system's underfunded status within the appropriate category section. Within each category are sample statements that you may choose to use to indicate the changes to your system that will positively affect your funded status. For retirement systems that have multiple divisions, departments, or plans within the same retirement system, please indicate how these changes impact the retirement system as a whole.

Please indicate where in the attached supporting documentation these changes are described and the impact of those changes (i.e. what has the local government done to improve its underfunded status, and where can we find the proof of these changes in the supporting documentation?).

Note: Please provide the name of the system impacted, the date you made the change, the relevant page number(s) within the supporting documentation, and the resulting change to the system's funded ratio.

Category of Prior Actions:

- System Design Changes** - System design changes may include the following: Lower tier of benefits for new hires, final average compensation limitations, freeze future benefit accruals for active employees in the defined benefit system, defined contribution system for new hires, hybrid system for new hires, bridged multiplier for active employees, etc.

Sample Statement: The system's multiplier for current employees was lowered from 2.5X to 2X for the **General Employees' Retirement System on January 1, 2018**. On page 8 of the attached actuarial supplemental valuation, it shows our funded ratio will be **60%** by fiscal year **2021**.

Various plan modifications. See attachment No. 9.

- Additional Funding** – Additional funding may include the following: voluntary contributions above the ADC, bonding, millage increases, restricted funds, etc.

Sample Statement: The local government provided a lump sum payment of **\$1 million** to the **General Employees' Retirement System on January 1, 2018**. This lump sum payment was in addition to the ADC of the system. The additional contribution will increase the retirement system's funded ratio to **61% by 2022**. Please see page 10 of the attached enacted budget, which highlights this contribution of **\$1 million**.

Grosse Pointe Park has contributed \$1,780,611 above the annual required contribution since 2015. A Surplus Fund was created to deposit additional payments above the annual required contribution in an effort to reduce the overall liability. A minimum of \$200,000 is budgeted above the annual required payment included within the budget.

- Other Considerations** – Other considerations may include the following: outdated Form 5572 information, enterprise fund revenue considerations, actuarial assumption changes, amortization policy changes, etc.

Sample Statement: The information provided on the Form 5572 from the audit used actuarial data from **2016**. Attached is an updated actuarial valuation for **2018** that shows our funded ratio has improved to **62%** as indicated on page 13.

Sample Statement: **\$400,000** of expenditures are directly tied to expenses for retirement obligations from our water and sewer fund. The attached analysis shows that our revenue ratio (ADC / Combined Funds) would only be **9%** when including applicable enterprise fund revenue within the calculation. Additionally, attached are two invoices from MERS showing distributions to our pension fund from the enterprise fund totaling **\$400,000**. As a result, **\$400,000** of our enterprise fund revenues should be combined with our governmental fund revenues to properly demonstrate total available funding.

4. DOCUMENTATION ATTACHED TO THIS WAIVER APPLICATION

Documentation must be attached as a PDF to this waiver application. The documentation must demonstrate the prior actions that have already been implemented to adequately address the local government's underfunded status. Please ensure this documentation directly supports and highlights the systems funded ratio as entered in section three of the waiver application above. Please check all documents that are included as part of this application and attach in successive order as provided below:

Naming convention: When attaching documents please use the naming convention shown below. If there is more than one document in a specific category that needs to be submitted, include a, b, or c for each document. For example, if you are submitting two supplemental valuations, you would name the first document "Attachment 2a" and the second document "Attachment 2b".

Naming Convention

- Attachment – 1
- Attachment – 2
- Attachment – 3
- Attachment – 4
- Attachment – 5
- Attachment – 6
- Attachment – 7
- Attachment – 8
- Attachment – 9

Type of Document

- This waiver application (required);**
- Documentation from the governing body approving the waiver application (required);**
- Actuarial analysis (annual valuation, supplemental valuation, projection);
- An internally developed study, in accordance with GASB and/or actuarial standards of practice, that projects assets and liabilities into the future;
- Documentation of additional payments in past years that is not reflected in your audited financial statements (e.g. enacted budget, system provided information);
- Documentation of commitment to additional payments in future years (e.g. resolution, ordinance);
- A plan that the local government has already approved to address its underfunded status, which includes documentation of prior actions and the positive impact on the system's funded ratio;
- Enterprise fund revenues: Analysis of retirement costs paid using enterprise fund revenues, as well as applicable financial documents (e.g. proof of payment, invoices from retirement plan, bank transactions, general ledger reimbursement transactions);
- Other documentation, not categorized above.

6. LOCAL GOVERNMENT'S ADMINISTRATIVE OFFICER APPROVAL OF WAIVER APPLICATION

I, Nick Sizeland, as the government's administrative officer (Ex. City/Township Manager, Executive Director, Chief Executive Officer, etc.) **(insert title)** City Manager approve this Application for Waiver. We are requesting a waiver of underfunded status because we have already implemented substantial changes to our retirement system as described above.

I confirm to the best of my knowledge that because of the changes listed above the following statement will occur:

Using the waiver criteria checked in Section 2 of this application, the MERS **(Retirement Pension System Name)** will have addressed its underfunded status by fiscal year 2027.

Signature: _____ Date: _____

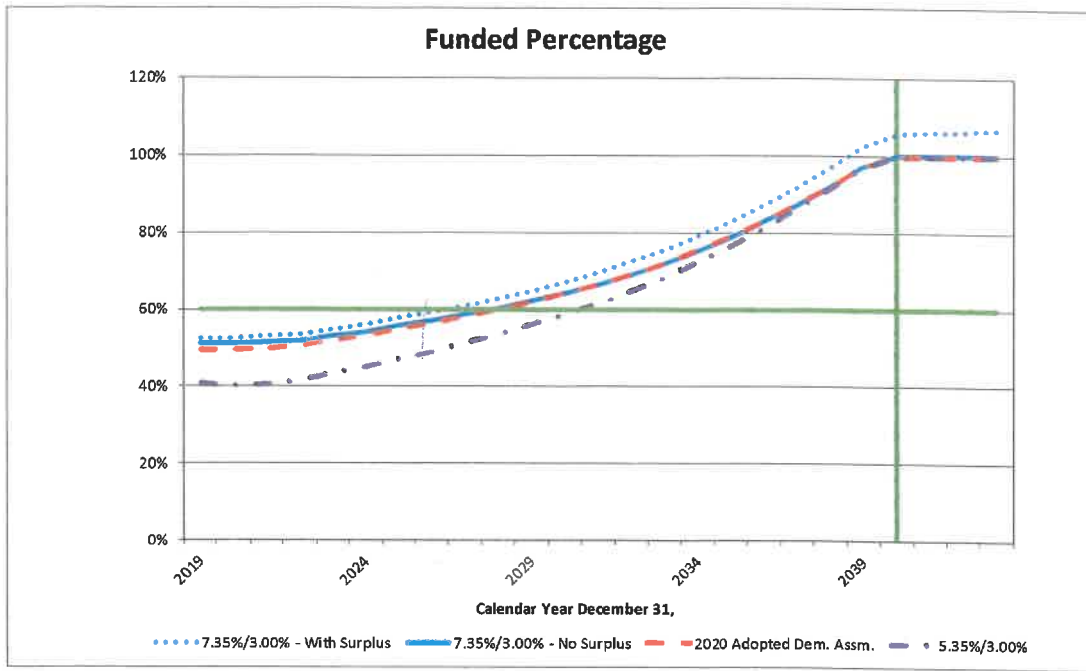


Municipal Employees' Retirement System of Michigan

Annual Actuarial Valuation Report

December 31, 2019 - Grosse Pointe Park, City of (8201)



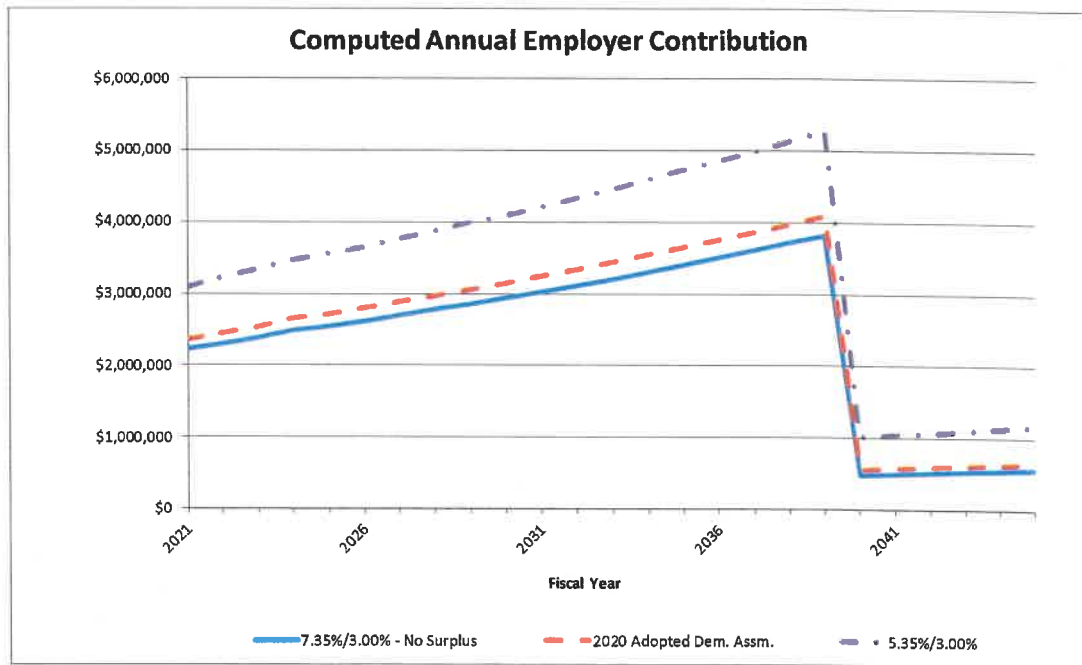


Notes:

All projected funded percentages are shown with no phase-in.

Assumes assets from Surplus divisions will not be used to lower employer contributions during the projection period.

The green indicator lines have been added at 60% funded and 21 years following the valuation date for PA 202 purposes.



Notes:

All projected contributions are shown with no phase-in.

Projected employer contributions do not reflect the use of any assets from the Surplus divisions.



Table 5: Flow of Valuation Assets

Year Ended 12/31	Employer Contributions		Employee Contributions	Investment Income (Valuation Assets)	Benefit Payments	Employee Contribution Refunds	Net Transfers	Valuation Asset Balance
	Required	Additional						
2009	\$ 636,224		\$ 270,353	\$ 954,072	\$ (1,788,886)	\$ (24,904)	\$ 0	\$ 24,728,000
2010	694,201		266,470	1,227,835	(1,813,846)	(8,788)	0	25,093,872
2011	769,454	\$ 0	256,575	1,197,639	(1,979,211)	(1,649)	0	25,336,680
2012	783,713	0	238,502	1,022,264	(2,283,234)	(551)	0	25,097,374
2013	899,490	0	237,563	1,387,689	(2,430,073)	0	0	25,192,043
2014	1,094,749	0	255,055	1,389,200	(2,531,662)	(3,387)	0	25,395,998
2015	1,180,489	144,000	243,135	1,214,074	(2,567,732)	(27,318)	0	25,582,646
2016	1,308,821	144,000	248,209	1,265,207	(2,642,787)	0	0	25,906,096
2017	1,417,773	165,000	247,155	1,512,173	(2,784,639)	(9,766)	0	26,453,792
2018	1,502,609	412,196	250,331	971,111	(2,920,989)	(35,569)	0	26,633,481
2019	1,596,385	285,139	250,751	1,211,072	(3,244,937)	(7,878)	0	26,724,013

Notes:

Transfers in and out are usually related to the transfer of participants between municipalities, and to employer and employee payments for service credit purchases (if any) that the governing body has approved.

Additional employer contributions, if any, are shown separately starting in 2011. Prior to 2011, additional contributions are combined with the required employer contributions.

The investment income column reflects the recognized investment income based on Valuation Assets. It does not reflect the market value investment return in any given year.

The Valuation Asset balance includes assets from Surplus divisions, if any.

Years where historical information is not available, will be displayed with zero values.



City of Grosse Pointe Park

**Comprehensive
Annual Financial Report**

Fiscal Year Ended June 30, 2020

Note 9 - Pension Plan (Continued)

Benefits Provided - The Plan provides certain retirement, disability, and death benefits to plan members and beneficiaries. PA 427 of 1984, as amended, established and amends the benefit provisions of the participants in MERS.

All full-time City employees are eligible to participate in the MERS. Benefits vest after 10 years of service. City employees who retire at or after attaining a minimum service retirement age of 60 with 10 years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to their average annual compensation during their last five years of employment multiplied by an entitled benefit percentage, for each year of credited service. The minimum service retirement age may be reduced with additional years of credited service. The MERS also provides death and disability benefits. These benefit provisions are established by state statutes and City ordinance.

Contributions - The employer is required to contribute amounts at least equal to the actuarially determined rate, as established by the MERS Retirement Board. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer may establish contribution rates to be paid by its covered employees.

The annual employer contribution amount was \$2,277,000 (mandatory contribution of \$1,646,724 and additional contribution of \$630,276) for the fiscal year ended June 30, 2020

Net Pension Liability - The employer's Net Pension Liability was measured as of December 31, 2019, and the total pension liability used to calculate the Net a Pension Liability was determined by an annual actuarial valuation as of that date.

Actuarial Assumptions - The total pension liability in the December 31, 2019 annual actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation: 3% - 4%

Salary increases: 3.75% in the long term (2%, 3%, and 2% for calendar years 2016, 2017, and 2018, respectively.

Investment rate of return: 7.75%, net of investment expense, including inflation

Mortality rates used were based on the RP-2014 Mortality Table of a 50% Male and 40% Female blend. For disabled retirees, the regular mortality table is used with a 10-year set forward in ages to reflect the higher expected mortality rates of disabled members.

February 2021

Invoices over \$5,000 for Review & Acceptance

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Current Payment</u>	<u>Fiscal year to Date or Project to Date</u>
02/01/21	Bodman	Pros. Atty. & retainer fee	10,000	70,000
02/01/21	Green for Life	Recycle for February	19,979	156,098
02/01/21	Green for Life	Rubbish for February	37,463	297,759
02/04/21	Build Safe Land	Building Inspector- January	9,600	64,836
02/04/21	Cascade Engineering	Toters for residents	7,000	7,000
02/04/21	Detroit Salt Company	Salt for roads	10,290	10,290
02/11/21	Great Lakes Water	Water usage- December	112,465	797,548
02/11/21	Great Lakes Water	Waste water- December & January	304,000	1,059,000
02/11/21	MML Workers Comp Fund	Policy Premium	29,978	89,934
02/11/21	Todd Wenzel Buick GMC	2021 GMC Sierra	29,788	29,788
02/11/21	Versalift	New dump body	19,819	19,819
02/18/21	MKSK	Master Plan Update	8,900	20,900



Council Meeting
March 8, 2021

TITLE: Schaap Center Update	DATE: 3/2/2021
SUMMARY: Discussion topic requested by Councilmember Fluitt. Attached for review is a letter from Jamie Rae Turnbull, Interim Executive Director for Schaap Center about fundraising and a letter from Smith Group regarding stormwater and building sustainability.	
FINANCIAL IMPACT: None	
RECOMMENDATION: None	
PREPARED BY: Nick Sizeland	TITLE: City Manager



March 4, 2021

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

Dear Nick,

Greetings from the Schaap Center!

On behalf of the A. Paul and Carol C. Schaap Center for the Performing Arts and the Richard and Jane Manoogian Art Gallery, I am pleased to provide an update to members of City Council and the residents of the city of Grosse Pointe Park.

Since launching the public phase of fundraising in October of 2020, Urban Renewal Initiative Foundation has achieved remarkable success raising \$30,014,301. URIF has received 35 contributions from donors around the county.

The Schaap Center will be an exceptional regional arts center dedicated to stimulating high quality performance and visual arts experiences with diverse program partners.

Performance home for:

- Detroit Concert Choir
- Detroit Medical Orchestra
- Grosse Pointe Community Chorus
- Grosse Pointe Symphony Orchestra
- Grosse Pointe Theatre

Proposed community-based partners include:

- Detroit Public Television
- Michigan Opera Theatre
- Mosaic Youth Theatre of Detroit

Groundbreaking for the facility is set for fall 2021 and we are excited to begin construction on this extraordinary regional cultural destination. Visit our newly launched website at www.schaapcenter.com for updates.

Warm Regards,

Jaime Rae Turnbull
Interim Executive Director

PROJECT A. Paul and Carol C. Schaap Center DATE 3/3/2021
for the Performing Arts and the
Richard and Jane Manoogian Art
Gallery

PROJECT NO. 12345.000

PROJECT LOCATION Grosse Pointe Park, MI

SUBJECT Stormwater and Building
Sustainability Summary

PREPARED BY Scott Maggart

DISTRIBUTION

NAME	COMPANY	EMAIL	PHONE
Nick Sizeland	Grosse Pointe Park		
Scott Cave	CBRE		
Greg Boyle	CBRE		

This building utilizes the very latest in stormwater management, energy conservation and material ecology found in building science today. It will set a new standard of environmental stewardship for the City of Grosse Pointe Park and serve as a reference standard for future building projects.

Because impervious surfaces increase stormwater runoff, the design team sought to minimize impervious surfaces while working within the project's program requirements. The project proposes a reduction in the amount of impervious surface as compared with the historic impervious surfaces on the collective properties that now make up the site. The site was 87% impervious at its estimated high in 2002, while the proposed project will be 74% impervious: this 15% improvement is significant due to the existing site hosting several building and parking footprints.

Proposed site stormwater management strategies are focused on both the immediate site and the larger watershed. The site is part of the Detroit River and Lake St. Clair watersheds. In addition to draining the site, the goals of the stormwater management system are to improve the water quality of the runoff (as compared with the current conditions) and to provide some natural approaches to help limit the peak rate of runoff from the site. Natural stormwater management strategies also help to promote infiltration and evapotranspiration which reduces the overall volume of runoff to the storm water collection system. Reducing the volume and peak rate of stormwater runoff helps minimize the negative watershed impacts that site stormwater runoff can cause.

To support water quality and peak runoff rate reduction objectives, a bioretention area will be constructed on the east side of the east parking lot to support peak runoff rate reduction objectives and to help improve the quality of stormwater runoff. This area will consist of approximately 18" of sandy plant mix over a 12" stone drainage bed. Plants and trees will allow uptake of storm water and evapotranspiration. Any water that exceeds the capacity of the bioretention area will be handled

by underdrains and overflow standpipes. Water will enter the bioretention area through cuts in the eastern curb of the east parking lot. The current expectation is that drainage from the eastern half of the east parking lot will be directed to the bioretention area. Bioretention of this type filters runoff to the point that it meets the Grosse Pointe Park water quality standard.

Grosse Pointe Park has a water quality ordinance that requires treatment of the first inch of rainfall runoff to a quality level that removes 80% of total suspended solids. The project will meet this standard using the bioretention area noted above and a manufactured water quality device.

The facility's Energy Conservation Measures and building material selections include the following strategies for sustainability outlined below. Many of the items measures are in reference to ASHRAE code baselines, the country's single most important energy code.

1. Boilers: High efficiency condensing boilers operating at 91% efficiency compared to baseline boiler operating at 80% efficiency.
2. Chiller incorporates remote evaporator: No-glycol (saves 12% energy usage)
3. Fenestration: SHGC (shading coefficient) improved beyond code minimum
4. Ventilation: DCV (demand-controlled ventilation) based on CO₂ and occupancy sensors.
5. Dehumidification: Use of sensible heat pump for passive reheat (energy recovery) during cooling mode.
6. The material palette for select finishes incorporates attributes such as recycled material, low percentages of virgin content, and minimized carbon footprint. The project looks to specify a percentage of material locally fabricated, as well.
7. Building envelope is designed to meet the 2009 Michigan Building Uniform Energy Code
8. Electrically lighting power density is 20% below current ASHRAE 90.1 standard requirements due to calculated LED fixture placement. Power density is significant related to how energy is consumed, proportional to area; this is a considerable energy savings
9. Lighting power consumption is further reduced by using a combination of individual local controls and occupancy sensors to keep lights off when not in use. Many mechanical units in the space utilize VFD or ECM controls [how the units control motor speed and electrical consumption] to save energy when the space is unoccupied and extend the life of the equipment.

These energy savings and sustainable material selections come at no loss in building performance or user's experience. These measures promote a sustainable approach to building design, allowing for an above code compliant facility.

The water quality device will be placed at the most-downstream point of the storm sewer prior to connection with the public sewer. Water quality structures work by separating suspended solids from storm water through hydrodynamic force in which water swirls in the structure, causing the solids to settle out of the water.

The City of Grosse Pointe Park sewer infrastructure in the project area is a combined sanitary and storm system. Much of the city now has separated sewers, and it is possible that the sewers in the project area will be separated in the future. Therefore, storm and sanitary sewage will be routed in separate systems on the project site and will combine in a manhole just before the east property line.



City Council Meeting *March 8th, 2021*

TITLE: Public Safety Director Update	DATE: March 4, 2021
SUMMARY: The Public Safety Director position announcement closed on February 22, City Administration had applications from fourteen individuals who cover a diverse background. Initial review of the applications is complete and sent to EMPCO. The list of applicants and their information have been sent to EMPCO who are currently identifying assessors who do not have a conflict with a candidate to conduct the oral board interviews that have backgrounds in public safety, police and fire. The oral board interviews will focus on the candidate's knowledge, skills, and abilities and all candidate answers will be scored. The oral boards are currently scheduled to take place on March 31 st and April 1 st . Upon completion of the oral boards, EMPCO will provide the list of candidates with final scores to the City Manager. The City Manager will then interview candidates with a panel of a City Manager/Police Commissioner and a Public Safety Director who is a member of NOBLE. The final candidates will be vetted through an extensive independent third party background check. Dependent upon background check and compensation/benefits offer, City Administration hopes to have the new Public Safety Director hired by mid-April.	
FINANCIAL IMPACT: None	
RECOMMENDATION: None	
PREPARED BY: Nick Sizeland	TITLE: City Manager



Council Meeting ***March 8, 2021***

TITLE: Public Safety Awards and Annual Report	DATE: March 8, 2021
SUMMARY: Presenting the annual Public Safety awards from 2019 and 2020 for outstanding performance and achievement. The 2019 awards were delayed due to COVID-19. I will also be presenting an overview of the Public Safety Department Annual Report for 2020.	
FINANCIAL IMPACT None	
RECOMMENDATION:	
PREPARED BY: Lt. James Bostock	TITLE: Interim Chief of Police



*Grosse Pointe Park
Department of Public
Safety*



Annual Report



2020

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City of Grosse Pointe Park Department of Public Safety

February 26, 2021

Dear Mr. Sizeland,

On behalf of the members of the Department of Public Safety, it is my privilege to present the Annual Report for the year 2020. This report details the Department's activities including crime, traffic, fire, and EMS statistics. The members of this Department have and will remain ever dedicated to deterring crime and maintaining a safe community for all through proactive law enforcement and aggressive fire suppression. The number of officer awards and commendations only continues to accentuate their commitment to selflessly serve our community.

The year 2020 had been one like no other in recent memory. The year brought a number of challenges, among them political discord, social unrest and COVID-19. Through it all, members of the Department continued to uphold the high standards of service and professionalism that has become the standard for the Grosse Pointe Park Public Safety Department.

Overall crime decreased by a total of 128 crimes, a 32% decrease from 2019. Presumably due to the pandemic, the numbers of both index and non-index crimes fell significantly. There was an increase in reported assaults, drug crimes, drunk driving arrests, fraud and identity thefts. Larcenies, auto-theft, weapons offenses and destruction of property crimes fell almost 20% from the previous year.

The investigation and prosecution of criminals is the responsibility of the Department Detective Bureau. Their attention to detail, dedication and aggressive case investigations are a cornerstone of this Department. The Department works closely with other area departments and the Wayne County Prosecutor's Office and historically has a higher than average clearance rate for indexed offenses. This is a direct result of the professional and thorough work by patrol officers and the Detective Bureau.

The A.C.T.I.O.N auto theft task recovered \$7,635,531.00 worth of passenger vehicles and another \$58,000.00 in commercial vehicles. A.C.T.I.O.N continues to work closely with other state and county auto theft teams along with private sector partners in their effort to reduce auto theft and insurance fraud.

In 2020, fire related calls for service increased two percent from the totals of 2019. The department reported 470 responses to the State of Michigan. Those responses include: dwelling fires, mutual aid responses, smoke and gas investigations, vehicle fires, carbon monoxide alarms, utility hazards and ambulance runs. In 2020, our EMT's responded to 280 ambulance runs.

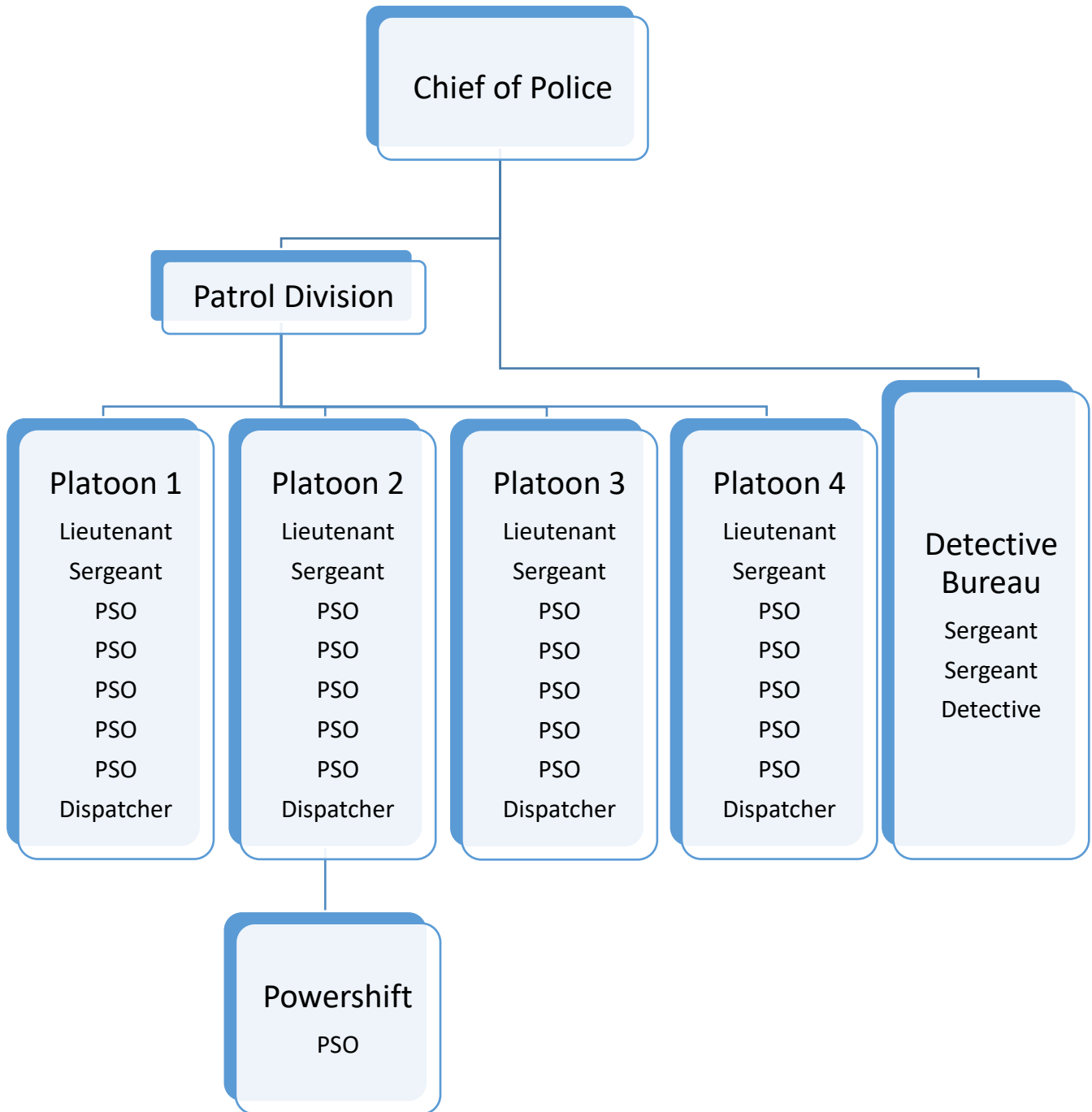
PSO Chris Jones retired in April 2020 after more than 25 years of service. We thank him for his years of dedicated service and wish him well in retirement. We also welcomed a new Public Safety Officer, Nathan Jacobini, who previously served in the United States Navy and Coast Guard before joining our team in August.

In closing, I would like to thank our residents, businesses, city and elected officials for their unwavering support. I would also like to thank the men and women of this Department who are committed to keeping Grosse Pointe Park a safe place to live, work and raise a family.

Respectfully submitted,

James A. Bostock
Interim Director of Public Safety

Department Organizational Chart



Department Personnel Roster

Name	Rank	Date Promoted	Date Appointed
Stephen Poloni	Chief		12/18/15
James Bostock	Lieutenant	10/01/15	08/19/03
Colin Connaire	Lieutenant	06/25/17	07/21/03
Anthony Blain	Lieutenant	08/05/19	12/12/01
Brent Merlington	Lieutenant	10/31/19	03/05/96
Michael Miller	Sergeant	05/23/16	07/01/98
Terry Hays	Sergeant	06/25/17	05/24/00
Michael Narduzzi	Sergeant	04/26/19	04/15/96
Daniel Kolar	Sergeant	08/05/19	02/08/95
Jeremy Pittman	Sergeant	08/05/19	02/15/08
Stephen Thiel	Sergeant	10/31/19	07/30/01
Ryan Willmer	Detective	10/31/19	12/21/01
Erik Davis	PSO		12/02/95
Thomas Gamicchia	PSO		11/29/96
Ryan Milroth	PSO		08/09/99
Thomas Taylor	PSO		07/30/02
Ronald Loosvelt	PSO		07/21/03
Paul Pionk	PSO		07/21/03
Thomas Card	PSO		03/24/08
Robert Ruggero	PSO		12/19/12
Kevin Remus	PSO		03/01/15
Aristides Reyes	PSO		07/20/15
Brady Baetens	PSO		03/01/16
Scott Gilchrist	PSO		07/10/17
Adam Bremer	PSO		10/04/18
Christopher Muklewicz	PSO		10/04/18
Michael O'Brien	PSO		10/31/18
James Thompson	PSO		04/12/19
Thomas Lada	PSO		06/21/19
Jason Lockwood	PSO		08/01/19
Jesse Lafriniere	PSO		09/01/19
Ryan Nelson	PSO		11/26/19
Nathan Jacobini	PSO		08/01/20

Public Safety Dispatchers

Name	Rank	Date Promoted	Date Appointed
Jill Mazzara	Chief Dispatcher	02/24/97	02/01/93
Josephine Hendrix	Dispatcher	11/05/00	08/15/94
Jodi East	Dispatcher	11/05/00	01/07/99
Dawn Kelly	Dispatcher		07/10/11

Administrative Services

Martarose Aguilera	Exec. Secretary	06/25/01	09/11/95
Carol Semann	Clerk/Typist		05/28/02
Robin Fissette	ACTION Clerk		09/26/11
Olga Merametdjian	Ordinance Officer		06/17/19

School Crossing Guards

Arinda Mele	Crossing Guard		08/26/04
Ronald Mele	Crossing Guard		04/02/15
Greg Dunn	Crossing Guard		06/08/17
William Horner	Crossing Guard		08/28/18
Pellerito, Amy	Crossing Guard		08/12/19
Marcia Farrow	Crossing Guard		10/28/19

PERSONNEL

The City of Grosse Pointe Park Department of Public Safety employed a total of 47 employees during 2020. Of the 47 employees, 33 are sworn officers.

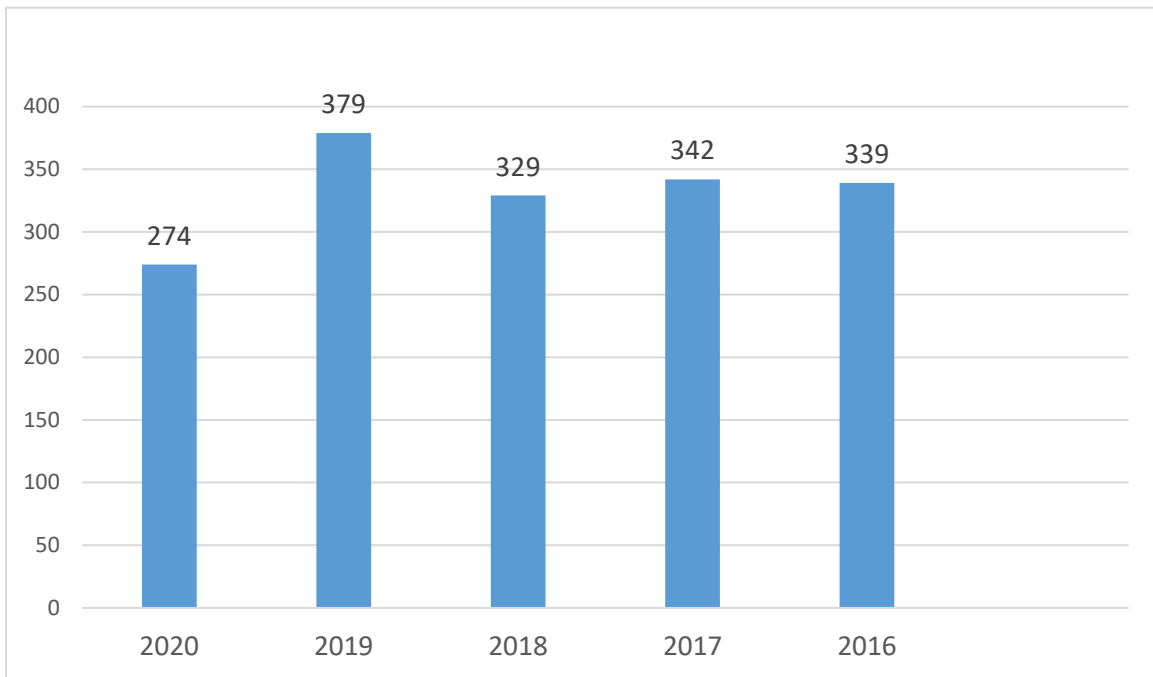
Proactive preventative patrol is the primary function of the department and 85% of the sworn personnel are dedicated to patrol functions. The Detective Bureau has 12% of the sworn staff and the administration is comprised of 3% of the staff. All personnel share in providing basic law enforcement service as needed.

Patrol Division

The patrol division of the City of Grosse Pointe Park Department of Public Safety is comprised of 4 platoons. Each platoon has two supervisors and five uniformed patrol officers. The patrol shifts are responsible for the protection of life and property, enforcement of laws and ordinances, fire suppression and emergency medical responses. The patrol division responds to calls for service, traffic enforcement, field investigations and duties or special assignments in specific areas of the city.

2020 UNIFORM CRIME REPORTING

TOTAL REPORTED CRIMES



	2020	2019	2018	2017	2016
Index Crimes	136	179	177	182	228
Non-Index Crimes	138	200	149	160	111
Total	274	379	329	342	339

2020 UNIFORM CRIME REPORTING

INDEX OFFENSES

OFFENSES	2020	2019	2018	2017	2016
Criminal Homicide	0	0	0	0	0
Forcible Sexual Offenses	5	6	2	7	2
Robbery - Armed	0	2	0	2	0
Robbery - Unarmed	0	2	0	2	3
Aggravated Assault	8	4	0	6	9
Burglary/Home Invasion	12	13	17	11	20
Larceny	98	138	149	139	163
Motor Vehicle Theft	12	14	9	14	31
Arson	1	0	0	1	0

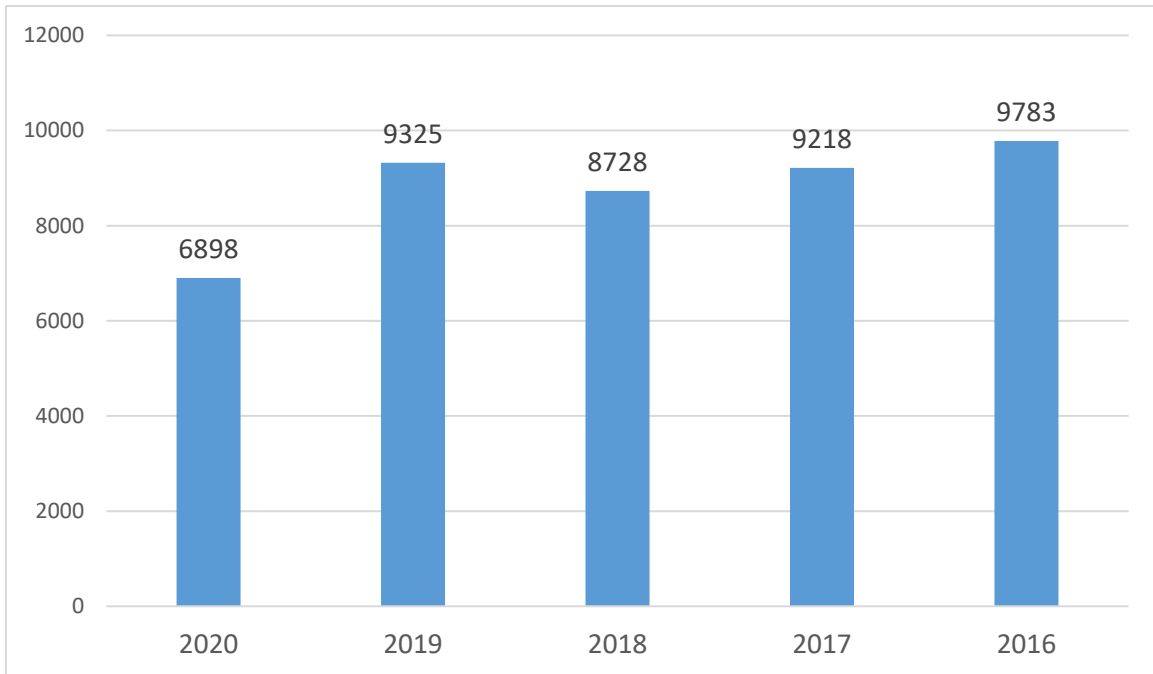
**Index crimes are the eight crimes the FBI combines to produce its annual crime index. These offenses include criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny, motor vehicle theft, and arson. In this chart, the robbery classification is broken down into unarmed and armed robbery for these statistical purposes.*

2020 UNIFORM CRIME REPORTING

Select Non-Index Crime

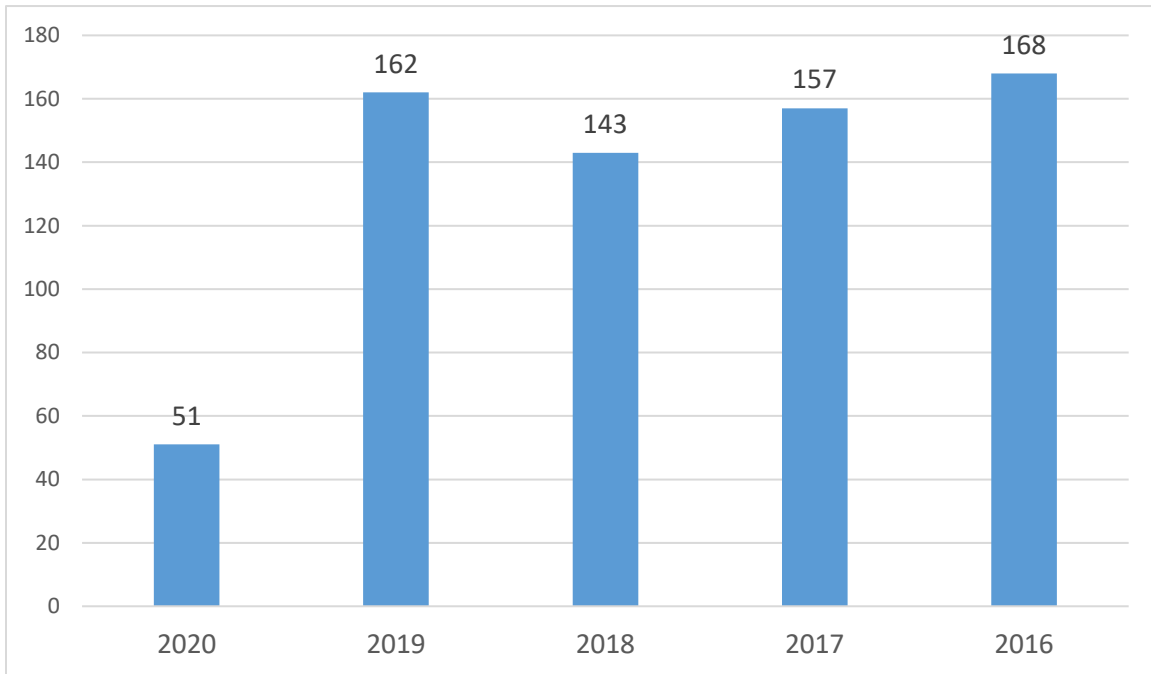
Non-Index Offenses	2020	2019	2018	2017	2016
Drunkenness/Liquor Law Violations	2	2	5	0	1
Obstructing Police	10	6	14	5	8
Obstructing Justice	27	38	39	39	44
Weapons Violations	3	4	7	2	1
Disorderly Conduct/Vagrancy	1	7	5	0	3
Operating While Intoxicated	33	32	25	20	27
Health/Safety	2	1	3	1	1
Trespassing	5	0	1	1	0
Antitrust Law Violations	0	0	0	2	0
Miscellaneous Criminal Offenses	3	5	2	3	0

2020 Calls for Service



These Calls for Service include a response by the police or an incident that has been discovered by patrol units.

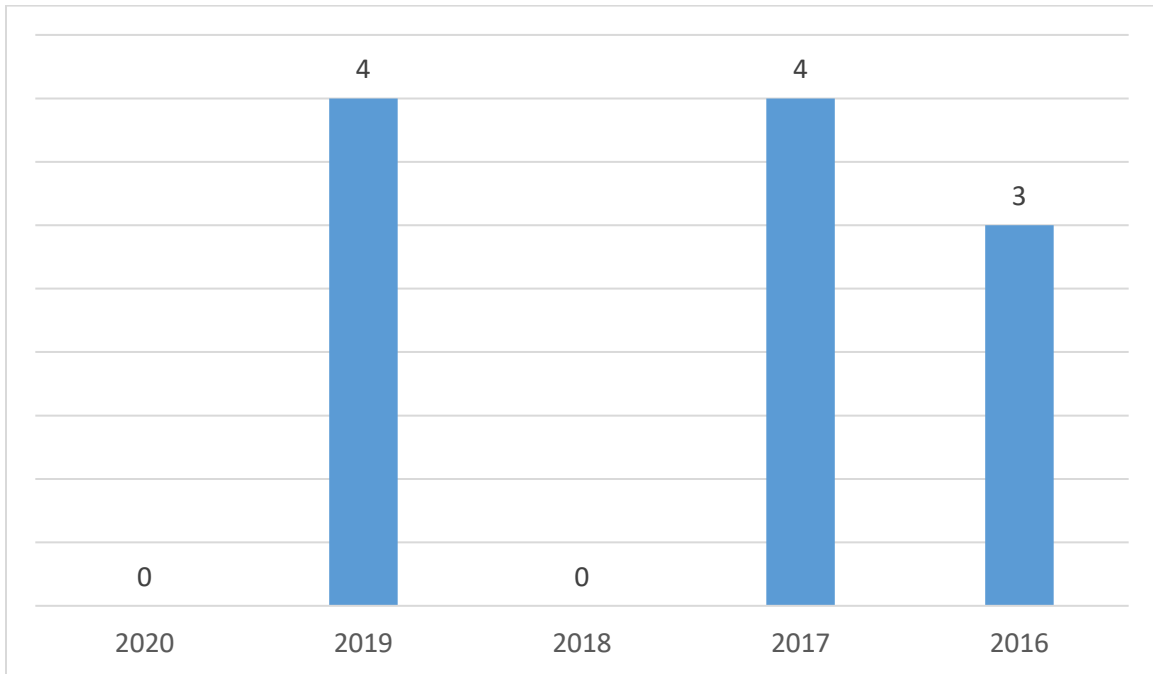
5 Year Arrest Statistics



Total Arrests

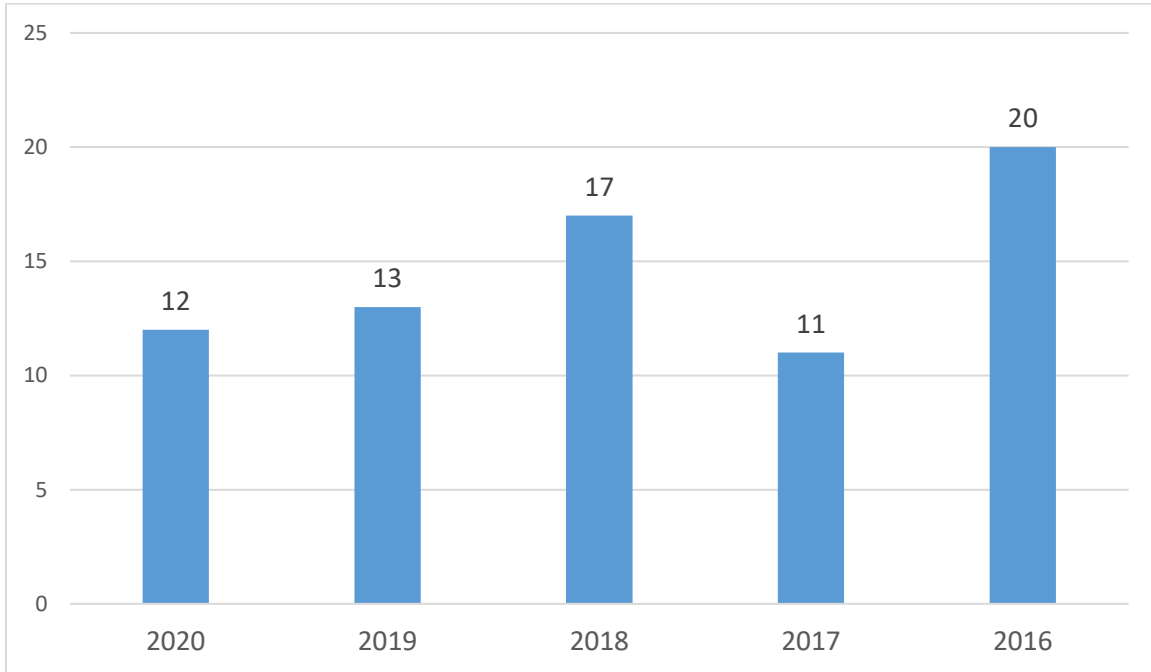
2020 - 51
2019 - 162
2018 - 143
2017 - 157
2016 - 168

5 Year Robbery Statistics



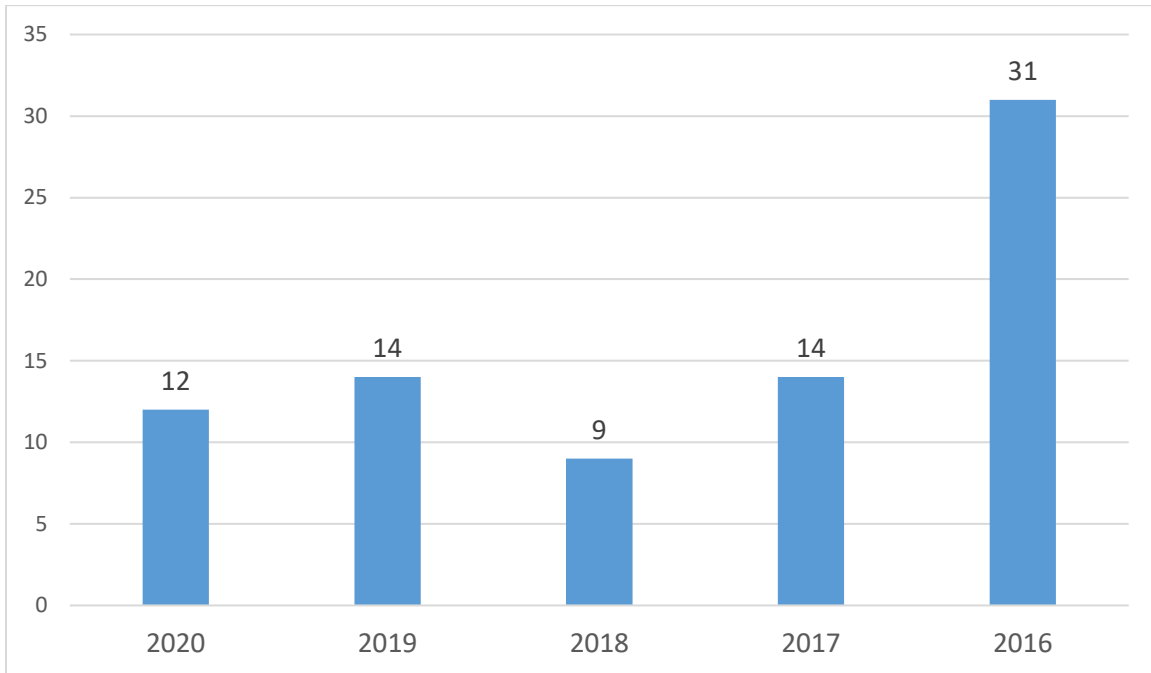
The Robbery Statistics reported include both Armed and Unarmed Robbery. In 2020, there were no reported robberies in Grosse Pointe Park.

5 Year Burglary/Home Invasion Statistics



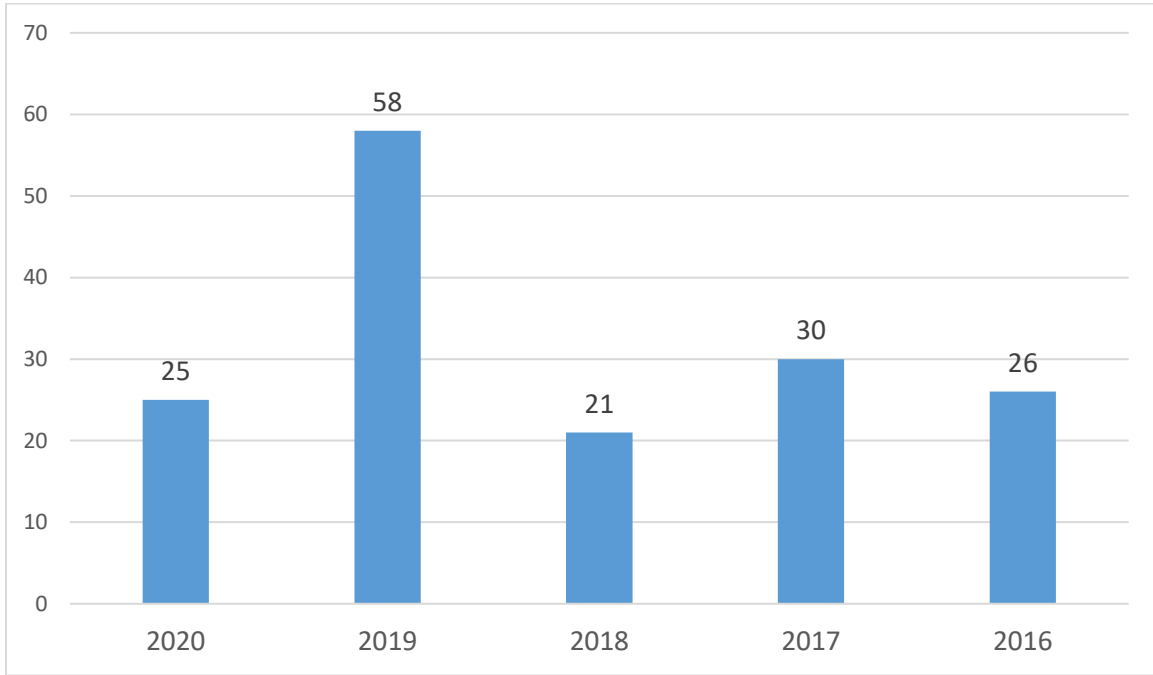
In 2020, the City of Grosse Pointe Park Department of Public Safety responded to 12 incidents. These incidents involve the breaking and entering of residential structures and commercial buildings.

5 Year Motor Vehicle Thefts



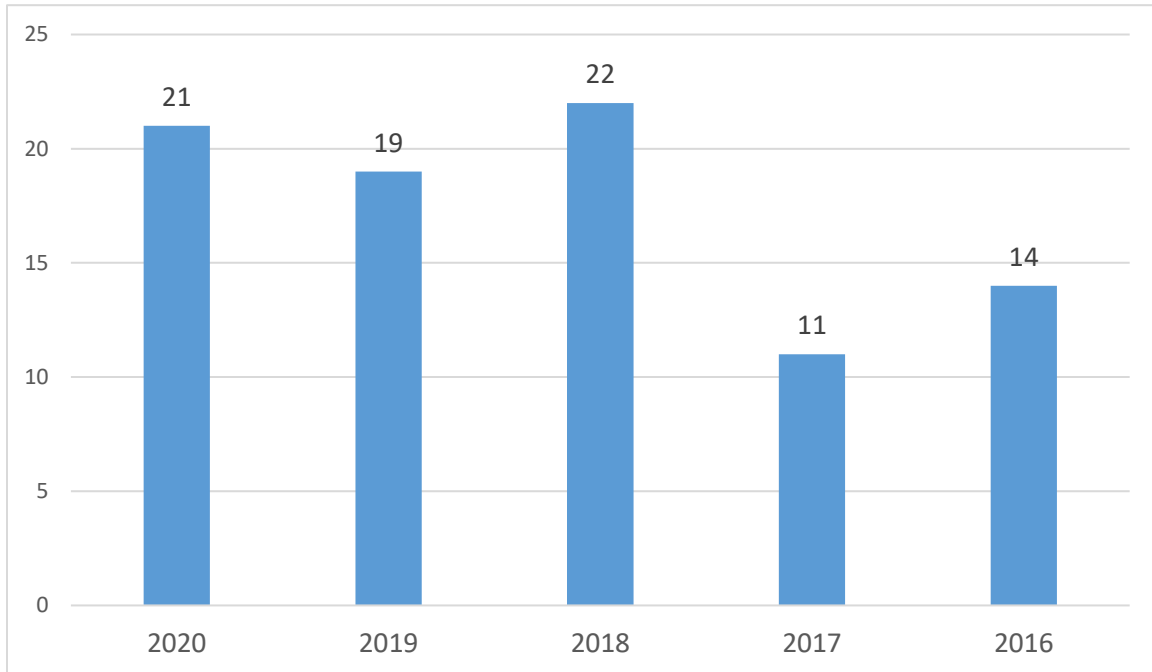
In 2020, 12 crimes were classified as motor vehicle theft.

5 Year Malicious Destruction of Property Statistics



In 2020, the City of Grosse Pointe Park Department of Public Safety responded to 25 incidents of Malicious Destruction of Property.

5 Year Assault Statistics



In 2020, the City of Grosse Pointe Park Department of Public Safety responded to 21 incidents of Assault.

Traffic/Motor Vehicle Violations

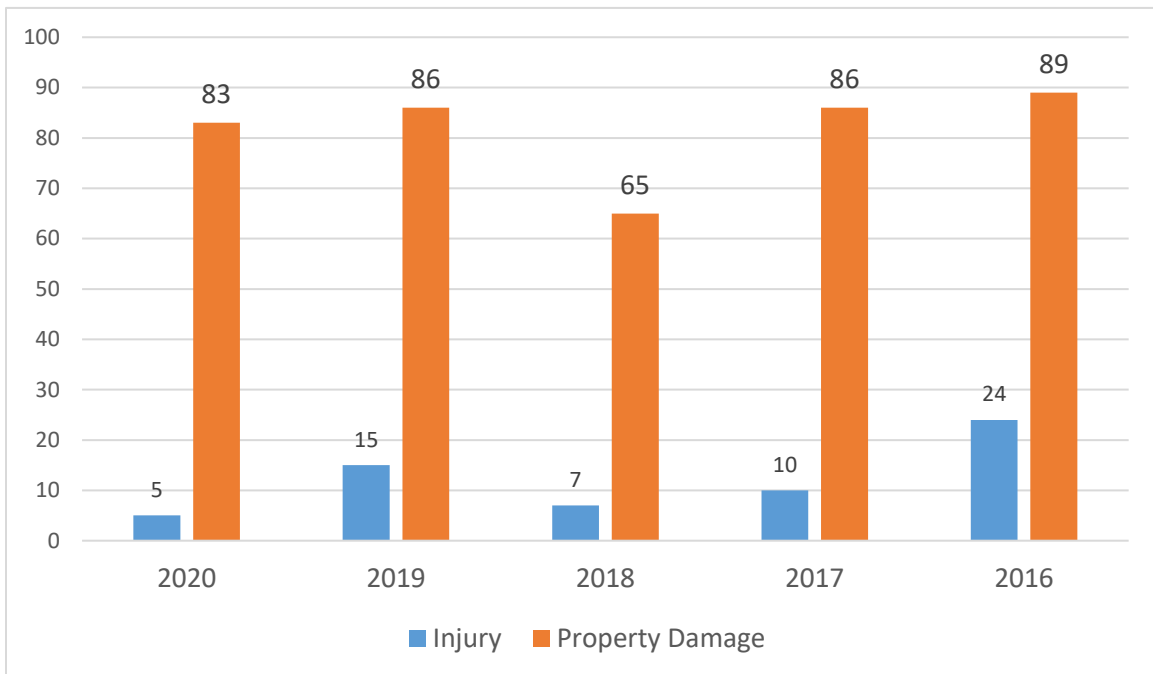
One of the primary responsibilities of the uniform division of the Public Safety Department is the enforcement of the Michigan Uniform Traffic Code. The goal of enforcing the Traffic Code is to reduce personal injury accidents, property damage and pedestrian accidents.

The department utilizes fully marked and semi marked patrol vehicles which are equipped with traffic radar on a daily basis. The violations issued by officers are broken down into three categories: moving/non-moving, alcohol related and parking violations.

Moving/Non-Moving Violations	1,645
Parking Violations	1,962
Total Vehicle Violations	3,607
Total Non-Vehicle Violations	33
Total 2020 Violations	3,640

Motor Vehicle Accidents

Motor vehicle accidents are separated into 2 categories: Property Damage Accidents and Personal Injury Accidents. Property Damage accidents include motor vehicle accidents where property damage amounts to at least \$1000 in damage and no injury is reported. A Personal Injury Accident includes a motor vehicle accident where some type of injury is reported.



2020 Total Motor Vehicle Accidents.....83

2020 Firefighting Response

Dwelling-Single/Multiple	11
Miscellaneous Buildings	1
Outside Fires	5
Mutual Aid Fire Response	6
Smoke Investigations	30
Fire Alarms	64
Wires Down	42
Natural Gas Leak	20
Carbon Monoxide Detection	18
Fuel Spill/Hazmat	0
Ambulance Runs	280
Vehicle Fires	2
Total:	479

In 2020, the Grosse Pointe Park Department of Public Safety had a \$214,450.00 fire loss for the year.

2020 Emergency Medical Services

In 2020, our Basic Life Support Units (EMT's) responded to 280 calls for service. The categories of those responses are listed in the following chart.

Classification	2020	2019	2018	2017	2016
<i>Auto Accident</i>	5	7	6	8	6
<i>Misc. Accident</i>	32	34	41	68	52
<i>Sick Person</i>	240	238	305	253	245
<i>Assist Other Department</i>	0	0	0	4	4
<i>Dead on Scene</i>	3	0	1	1	1
TOTAL	280	279	313	334	308

Department Awards

The Awards Board is composed of five members, with at least one member of each level of the department and meets whenever awards applications occur. The Public Safety Departments awards are:

POLICE MEDAL OF HONOR - For extraordinary heroism by an officer who knowingly ignores the imminent threat to his/her personal safety.

DISTINGUISHED SERVICE MEDAL - for exceptionally meritorious conduct involving great risk and danger to the officer's personal safety, but less than required for the MEDAL OF HONOR.

COMMENDATION - For outstanding performance, involving personal risk to the officer that prevents a serious crime or the perpetrator is apprehended; for outstanding actions of a nature which bring unusual credit to the department and its members or contributions to law enforcement through the success of difficult programs, projects, or situations.

MERIT - Outstanding performance of duty under unusual or difficult conditions, the action need not involve exposure to physical danger, but must involve unusual thoroughness, conscientiousness, determination, and initiative.

DEPARTMENTAL UNIT COMMENDATION: May be awarded in recognition of outstanding police services performed by any departmental unit; may be presented in addition to an individual award growing out of the same action.

LIFESAVING - For officers who are directly responsible for the saving of a human life.

CHIEF'S AWARD - For individual or units who perform outstanding services in a specific task or in the performance of general duties over an extended period of time.

CHIEF'S LETTER – For performance that requires official recognition.

2020 AWARDS

Department Commendation

Lt. James Bostock
Sgt. Daniel Kolar
PSO Thomas Card
PSO Aristides Reyes
PSO Scott Gilchrist
PSO Thomas Lada (2)
PSO Brady Baetens
PSO Ryan Nelson
Dispatcher Josephine Hendrix

Department Citation

D/Sgt Michael Narduzzi
PSO Kevin Remus
PSO Christopher Muklewicz
PSO Michael O'Brien
PSO Adam Bremer
Dispatcher Dawn Kelly
PSO Thomas Lada
PSO Ryan Nelson

Chief's Letter

Sgt. Daniel Kolar
PSO Ryan Milroth
PSO Ronald M. Loosvelt
PSO Thomas Card
PSO Aristides Reyes
PSO Scott Gilchrist
PSO Ryan Nelson
Dispatcher Jodi East



Council Meeting *March 8, 2021*

TITLE: Ordinance Amendments	DATE: 3/4/2021
<p>SUMMARY: The Ordinance Review Committee met on February 22nd and discussed four items including Planning Commission membership, electrical generators, service animals/dog walking in the parks and the Michigan vehicle code. Below are summaries of the proposed changes.</p> <p>Planning Commission- 9 commission members to 7 and clarifies city administration as a liaison and non-voting member.</p> <p>Emergency Electrical Generators- Allows generators to be permitted on the side or front yard areas. Generators are permitted at least 15 feet of an adjoining dwelling unit and 15 ft or less if the immediately adjoining neighbor provides written consent within a period of 60 days.</p> <p>Service Animals/Dog Walking- Clarifies service animals under the ADA and dog walking passes will be eliminated from Patterson Park once the Patterson Park Dog Park has been built.</p> <p>MI Vehicle Code- Drivers are usually charged with “Operating While Intoxicated” (“OWI”) under MCL 257.625(1)(a) for operating a motor vehicle with a blood alcohol content (“BAC”) of 0.08 or more. There is also an enhanced charge available under MCL 257.625(1)(c) if the driver’s BAC was 0.17 or more, which is usually referred to as a “Super Drunk OWI”. This proposed change would allow the City Prosecutor to recommend the enhanced charge.</p>	
FINANCIAL IMPACT: None	
RECOMMENDATION: Approve recommended changes discussed by Ordinance Review Committee	
PREPARED BY: Nick Sizeland, Katelyn Young and Jake Howlett	TITLE: City Manager, Assistant City Attorney and City Attorney

CITY OF GROSSE POINTE PARK
Ordinance No. 222

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GROSSE POINTE PARK BY REVISING AND AMENDING CHAPTER 2, SECTION 2-177, OF THE CODE OF THE CITY OF GROSSE POINTE PARK OUTLINING THE COMPOSITION OF THE CITY PLANNING COMMISSION,

THE CITY OF GROSSE POINTE PARK ORDAINS:

Section 1. Section 2-177 of Chapter 2 of the Code of the City of Grosse Pointe Park is amended to read as follows:

Sec. 2-177. Membership.

The City Planning Commission shall consist of seven (7) members, six (6) of whom shall be representative, insofar as possible, of important segments of the community, such as economic, governmental, educational, and social development of the City, in accordance with the major interests as they exist in the City, and shall be appointed by the Mayor subject to approval by a majority vote of the Council. One (1) member shall be ex-officio member, namely: A member of City Council shall be appointed by the Mayor subject to approval by a majority vote of the Council. All members shall serve for a term of three (3) years, except that the terms of ex-officio members shall correspond to their respective official tenures. An Administrative officer of the City selected by the Mayor may serve on the Planning Commission as an administrative liaison and a non-voting member.

CITY OF GROSSE POINTE PARK
Ordinance No. 221

**AN ORDINANCE TO AMEND THE CODE OF THE CITY
OF GROSSE POINTE PARK BY REVISING AND
AMENDING CHAPTER 27, SECTION 27-86, OF THE
CODE OF THE CITY OF GROSSE POINTE PARK
REGULATING THE USE OF EMERGENCY ELECTRICAL
GENERATORS,**

THE CITY OF GROSSE POINTE PARK ORDAINS:

Section 1. Section 27-86 of Chapter 27 of the Code of the City of Grosse Pointe Park is amended to read as follows:

Sec. 27-86. Emergency Electrical Generators

Emergency generators may be permanently installed and utilized in all zoning districts within the City, subject to the following terms and conditions:

(a)-(b) [Unchanged.]

(c) The generator must be permanently located on a concrete slab or prefabricated equivalent located a minimum of three (3) feet from any lot line and at least fifteen (15) feet from an adjoining dwelling unit, except that such system or unit may be installed immediately to the side of a dwelling and within fifteen (15) feet of an adjoining dwelling if the person proposing to build such system or unit has notified the immediately adjoining property owner and obtained their written consent to such installation within a period of sixty (60) days preceding the issuance of a permit for the installation.

(d)-(g) [Unchanged.]

CITY OF GROSSE POINTE PARK
Ordinance No. 220

**AN ORDINANCE TO AMEND THE CODE OF THE CITY
OF GROSSE POINTE PARK BY REVISING AND
AMENDING CHAPTER 17, SECTION 17-18, OF THE
CODE OF THE CITY OF GROSSE POINTE PARK
RELATING TO DOGS IN THE PARKS,**

THE CITY OF GROSSE POINTE PARK ORDAINS:

Section 1. Section 17-18 of Chapter 17 of the Code of the City of Grosse Pointe Park is amended to read as follows:

Sec. 17-18. Dogs.

(a) Prohibition. No dogs shall be permitted within either park unless permitted under Section 17-18 (b), below:

(b) Exceptions.

1.-2. [Unchanged.]

3. Service animals, as defined¹ by the Americans with Disabilities Act. Service animals shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control to be in compliance with the rules and regulations promulgated by the Parks and Recreation Department and the City Manager.

4. Effective upon the opening of Patterson Park Dog Park, all dog walking passes will only be permitted at Windmill Pointe Park. Owners who have received a license from the Parks and Recreation Department to walk their dogs at either park during the following time periods: from January 1 until Memorial Day on weekends only during park hours; from Memorial Day through Labor Day on weekends prior to 9:30 a.m.; and after Labor Day weekend until December 31 only during park hours. License holders shall comply with the rules and regulations promulgated by the Parks and Recreation Department and the City Manager.

5.-6. [Unchanged.]

¹ 28 CFR 36.104.

CITY OF GROSSE POINTE PARK
Ordinance No. 223

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GROSSE POINTE PARK BY REVISING AND AMENDING CHAPTER 22, SECTIONS 22-1 AND 22-3, OF THE CODE OF THE CITY OF GROSSE POINTE PARK TO INCORPORATE STATUTORY LANGUAGE REQUIRED TO ENFORCE PROVISIONS OF THE MICHIGAN VEHICLE CODE,

THE CITY OF GROSSE POINTE PARK ORDAINS:

Section 1. Section 22-1 of Chapter 22 of the Code of the City of Grosse Pointe Park is amended to read as follows:

Sec. 22-1. Adoption of Michigan Vehicle Code.

The Michigan Vehicle Code, 1949 PA 300, MCL §§ 257.1 to 257.923, and all future amendments and revisions to the Michigan Vehicle Code when they are adopted and effective in this state are adopted by reference. Section 625(1)(c) of the Michigan Vehicle code is specifically adopted by reference, pursuant to Public Act 7 of 2012.¹

Section 2. Section 22-3 of Chapter 22 of the Code of the City of Grosse Pointe Park is amended to read as follows:

Sec. 22-3. Enforcement of Michigan Vehicle Code.

Provisions of the Michigan Vehicle Code for which the maximum period of imprisonment is greater than 93 days shall not be enforced as an ordinance of the City of Grosse Pointe Park, with the exception of a violation of MCL 257.625(1)(c). As specifically adopted by reference, pursuant to Public Act 7 of 2012, the City shall enforce a violation of MCL 257.625(1)(c), which is punishable by one (1) or more of the following:

- (i) Community service for not more than 360 hours.
- (ii) Imprisonment for not more than 180 days.
- (iii) A fine of not less than \$200.00 or more than \$700.00.

¹ 2012 PA 7 (HB 4920).



Council Meeting *March 8, 2021*

TITLE: GLWA Authority Water Services Contract	DATE: 3/4/2021																
<p>SUMMARY: GLWA is asking the city to sign a 30-year water services contract to improve their bond rating status. GLWA is a capital-intensive organization, bond ratings are an important factor in reducing debt service for water and sewer financing. The bond ratings have improved in each of the four transactions with the bond market. The credit positive, tangible benefits are significant when a majority of the member community partners are operating within long-term contracts. Since 2016, the GLWA Board and Executive Leadership have maintained annual budget increases in the 2-3% range.</p>																	
<p>FINANCIAL IMPACT:</p> <p><u>WATER FLAT RATE:</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">2020 flat rate \$76,900 X 12 =</td> <td style="text-align: right; width: 20%;">\$ 922,800</td> </tr> <tr> <td>2021 flat rate with</td> <td></td> </tr> <tr> <td>Water Services Contract \$71,200 x 12 =</td> <td style="text-align: right;"><u>854,400</u></td> </tr> <tr> <td>Decrease of</td> <td style="text-align: right;">(68,400)</td> </tr> </table> <p><u>WATER FLOW RATE:</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">2020 flow rate \$11.04 x 59,500 MCF =</td> <td style="text-align: right; width: 20%;">\$ 656,880</td> </tr> <tr> <td>2021 flow rate with</td> <td></td> </tr> <tr> <td>Water Services Contract \$10.25 x 55,600 MCF =</td> <td style="text-align: right;"><u>569,900</u></td> </tr> <tr> <td>Decrease of</td> <td style="text-align: right;">(86,980)</td> </tr> </table> <p><u>TOTAL WATER DECREASE</u> <u>(155,380)</u></p>		2020 flat rate \$76,900 X 12 =	\$ 922,800	2021 flat rate with		Water Services Contract \$71,200 x 12 =	<u>854,400</u>	Decrease of	(68,400)	2020 flow rate \$11.04 x 59,500 MCF =	\$ 656,880	2021 flow rate with		Water Services Contract \$10.25 x 55,600 MCF =	<u>569,900</u>	Decrease of	(86,980)
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<p><u>WATER FLAT RATE AND FLOW RATE COMBINED OVER THE LAST TWO FISCAL YEARS AND UPCOMING FISCAL YEAR</u></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%; text-align: left;"><u>2019-2020</u></th> <th style="width: 33%; text-align: left;"><u>2020-2021</u></th> <th style="width: 33%; text-align: left;"><u>2021-2022</u></th> </tr> </thead> <tbody> <tr> <td>\$1,529,700</td> <td>\$1,535,000</td> <td>\$1,424,300</td> </tr> </tbody> </table>		<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	\$1,529,700	\$1,535,000	\$1,424,300										
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\$1,529,700	\$1,535,000	\$1,424,300															
<p>RECOMMENDATION: Approve Water Services Contract with GLWA</p>																	
PREPARED BY: Nick Sizeland and Jane Blahut	TITLE: City Manager and Finance Director/Clerk																

WATER SERVICE CONTRACT

BETWEEN

GREAT LAKES WATER AUTHORITY, A MICHIGAN MUNICIPAL AUTHORITY

AND

CITY OF GROSSE POINTE PARK

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**WATER SERVICE CONTRACT
BETWEEN
GREAT LAKES WATER AUTHORITY
AND
CITY OF GROSSE POINTE PARK**

This Water Service Contract (“Contract”) is made between the Great Lakes Water Authority, a Michigan municipal authority and public body corporate organized pursuant to the provisions of Act 233, Public Acts of Michigan, 1955, as amended, with its principal place of business located at 735 Randolph, Detroit, Michigan 48226 (“GLWA”), and the City of Grosse Pointe Park, a Michigan municipal corporation (“Customer”). The GLWA and Customer may be referred to individually as “Party” or collectively as the “Parties.”

Whereas, on June 12, 2015, the GLWA and the City of Detroit entered into a Regional Water Supply System Lease (the “Lease”) for the purpose of leasing the public water supply system (“System”) owned by the City of Detroit which System, under the terms and conditions of the Lease, will be operated and maintained by the GLWA for a minimum term of 40 years; and

Whereas, under the terms and conditions of the Lease, all wholesale service functions previously conducted by the City of Detroit are now conducted by the GLWA; and

Whereas, Customer seeks to obtain water services from the GLWA, which the GLWA is willing and able to provide; and

Whereas, the purpose of this Contract is to provide for the long-term service of potable water to Customer; and

Whereas, the City of Detroit implemented and the GLWA continues a voluntary partnering effort with its wholesale water customers, of which the One Water Partnership is a central part, and which is intended to assist the GLWA in data gathering, alternative evaluations and recommendations, achieving full disclosure of charges, identifying true cost of service principles to guide revenue collection, and to provide assistance with a cohesive planning effort for the GLWA’s water service area;

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

**Article 1.
Definitions**

1.01 The following words and expressions, or pronouns used in their stead, shall be construed as follows:

“Adjusted Prevailing Water Charge” shall have the meaning ascribed in Article 3 herein.

“Allocation Flow Rate” shall mean the value that is established as a result of a breach of Section 5.03 herein and which value shall replace the contractual Maximum Flow Rate in the charge calculation process in the event that Section 5.04(C) herein is applied by the GLWA.

“Annual Volume” shall mean the actual volume of water used by Customer for the period of July 1st to June 30th as measured on bills issued from August 1st through July 31st.

“Board” shall mean the GLWA Board of Directors.

“Contract” shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed and approved by Customer’s governing body and the Board.

“Contract Term” shall have the meaning ascribed in Article 2 herein.

“Customer” shall mean the Party that enters into a contract with the GLWA by way of this Contract, whether an authority, city, township, village or other municipal corporation recognized by the State of Michigan.

“Customer Maximum Day Demand” shall mean the Customer’s recorded water usage on the GLWA Maximum Day. Customer Maximum Day Demand shall, in conjunction with Customer Peak Hour Demand, be a component of its Maximum Flow Rate.

“Customer Peak Hour Demand” shall mean the Customer’s recorded water usage during the GLWA Peak Hour. Customer Peak Hour Demand, in conjunction with Customer Maximum Day Demand, shall be a component of its Maximum Flow Rate.

“Early Termination Costs” shall have the meaning ascribed in Article 3 herein.

“Filling Schedule” shall have the meaning ascribed in Article 22 herein.

“GLWA” shall mean the Great Lakes Water Authority, a Michigan municipal authority and public body corporate organized pursuant to the provisions of Act 233, Public Acts of Michigan, 1955, as amended, governed by its Board of Directors and its day-to-day operations conducted by its Chief Executive Officer.

“GLWA Maximum Day” shall mean the maximum reported water production day for the System during any twenty-four-hour period as measured from 12:00 a.m. Eastern Standard Time in any given calendar year, as determined by GLWA in reviewing water production and storage reports.

“GLWA Peak Hour” shall mean the hour during the GLWA Maximum Day in which the most water is delivered to the System, measured from top-of-the-hour to top-of-the-hour (e.g. 7:00 a.m. to 8:00 a.m.), and as determined by GLWA in reviewing water production and pumping reports. In calculating the GLWA Peak Hour, the time period from 11:00 PM to 5:00 AM Eastern Standard Time (EST) shall not be considered provided, however, that if Customer has an approved Filling Schedule, the time period specified in the Filling Schedule shall supersede the time period of 11:00 PM to 5:00 AM EST.

“Maximum Flow Rate” shall mean the aggregate amount of water usage that Customer commits not to exceed, as determined by the Customer Maximum Day Demand and the Customer Peak Hour Demand, collectively.

“Meter Facilities” shall mean a location in which a water meter is housed including, without limitation, meter pits and meter vaults.

“Minimum Annual Volume” shall mean fifty percent of Customer’s Projected Annual Volume.

“Notices” shall mean all notices, consents, approvals, requests and other communications required to be given under the terms of this Contract.

“One Water Partnership” shall mean the organization consisting of representatives of the GLWA, representatives of the City of Detroit Water and Sewerage Department, wholesale water customers of the GLWA and their respective representatives and shall include its successor or replacement if altered or discontinued. The One Water Partnership or its successor shall remain in existence for a minimum term of January 1, 2008 until December 31, 2038 unless the organization determines otherwise.

“Pressure Problem” shall have the meaning ascribed in Article 5 herein.

“Pressure Range” shall have the meaning ascribed in Article 5 herein.

“Projected Annual Volume” shall mean the projected annual water sales to Customer as set forth in Exhibit B.

“Service Area” shall mean the mutually agreed upon area where Customer is permitted to distribute water received from the GLWA under the terms of this Contract which (a) may be entirely within the corporate limits of Customer or may exceed the corporate limits of Customer and (b) which may or may not include the entire geographical area within the Customer’s corporate limits.

“System” shall mean the public water works system owned by the City of Detroit and leased, operated and maintained by the GLWA and any improvements, additions and/or changes to the System made by the GLWA on or after January 1, 2016, which shall be owned, operated and maintained by the GLWA.

“Water Distribution Points” shall have the meaning ascribed in Article 4 herein.

Article 2. Contract Term

- 2.01 Term. The GLWA shall sell and supply water to Customer from the System in accordance with the terms of this Contract for a period of thirty years from the effective date of this Contract and any ten-year renewal terms (collectively the “Contract Term”), subject to Article 3 herein. The effective date of this Contract shall be the date that this Contract is approved by the Customer’s governing body or the Board whichever is later. This Contract replaces and supersedes any prior water service contracts between the Parties and any prior water service contracts between the City of Detroit and Customer.

- 2.02 Renewal. This Contract shall automatically renew at the conclusion of the thirty-year term for an additional ten-year term, unless a Party provides written notification to the other Party in accordance with Article 16 on or before the conclusion of the twenty-fifth year of the thirty-year term stating its intent not to renew this Contract. Thereafter, this Contract shall automatically renew every ten years for an additional ten-year term, unless a Party provides written notification to the other Party in accordance with Article 16 on or before the conclusion of the fifth year of the then current ten-year term stating its intent not to renew this Contract. The automatic renewals of this Contract shall not preclude a review of its terms and the Parties are encouraged to reaffirm or amend its terms as necessary. The Parties may, in writing, mutually agree upon a longer renewal term.
- 2.03 Notification of Renewal. The GLWA shall notify Customer of its first Contract renewal option during the twenty-fifth year of the thirty-year term; provided, however, that the GLWA's failure to so notify Customer shall not obviate Customer's obligations as set forth in Section 2.02.

Article 3. Early Termination Costs

- 3.01 Early Termination Costs. In addition to any other remedies provided for by law or by the terms of this Contract, Customer shall be liable to the GLWA for the payment of any costs incurred by the GLWA related to providing water to Customer in the event Customer terminates this Contract before the conclusion of a Contract Term ("Early Termination Costs"), unless Customer terminates this Contract for cause in accordance with Article 10; provided, however, that payment of such Early Termination Costs by Customer shall not entitle Customer to receive water service from the GLWA.
- 3.02 Calculation of Costs. Payment of Early Termination Costs will be calculated by applying the Adjusted Prevailing Water Charge to the Minimum Annual Volume requirements for the remainder of the Contract Term. The Adjusted Prevailing Water Charge shall be the charge assessed by the GLWA to Customer as of Customer's effective termination date, adjusted annually to reflect projected inflationary increases utilizing a locally based wholesale price index. The Parties may agree upon another standardized price index. The Board may seek a recommendation from the One Water Partnership on the amount of the Early Termination Costs.
- 3.03 Specifically Constructed Facilities. If the GLWA has constructed or the City of Detroit previously constructed facilities specifically for the benefit of Customer, additional costs may be included in the calculation of the Early Termination Costs, provided that any such facilities shall be identified in a written agreement between the GLWA and Customer at or near the time of construction.
- 3.04 Formation of Water Authority. Customer may join with another authority, city, township, village or other municipal corporation recognized by the State of Michigan to form a water authority for the sole purpose of collectively contracting for water service from the GLWA. The exercise of this right shall not be construed as an early termination of this Contract and this Contract shall be voided upon the approval of a new water service contract by Customer's governing body and the Board.

- 3.05 Customer Annexation or Consolidation. In the event the territory of Customer is annexed or consolidated with another Michigan municipal corporation and if said municipal corporation is a current customer of the GLWA, then such an annexation or consolidation shall not be construed as an early termination of this Contract and this Contract shall be voided upon the approval of a new or amended water service contract with the annexing or consolidating municipal corporation.

Article 4. Service Area

- 4.01 Delivery Location. Water shall be delivered by the GLWA to Customer at the location(s) identified in Exhibit A (collectively, the “Water Distribution Points”), and at other locations as may be mutually agreed upon in writing by the GLWA and Customer.
- 4.02 Limit of Responsibility. The GLWA shall have no responsibility for distributing, operating, repairing, replacing and maintaining any portions of the Customer’s water supply system downstream of the Water Distribution Points shown in Exhibit A, provided, however, that this Section 4.02 does not prevent the application of the provisions of Section 11.02 herein.
- 4.03 GLWA Responsibility. The GLWA owns or leases and is responsible for operating and maintaining all parts of the System upstream from Customer’s Water Distribution Points. Should the GLWA fail to maintain the Meter Facilities and/or any GLWA owned or leased equipment within the Meter Facilities, Customer shall provide written notice to the GLWA which describes the objectionable condition of the Meter Facility and/or the equipment within, and its intent to take reasonable steps to maintain the condition and charge the reasonable cost of doing so to the GLWA. Upon receipt of the notice and subject to Section 11.01, the GLWA shall have thirty calendar days to repair the condition specified in the notice, unless a force majeure event prevents the repair within the thirty-day period. If the GLWA has not repaired the condition at the conclusion of the thirty-day period and has not provided a written explanation to Customer explaining the reason for the delay (e.g. necessary parts are on order or occurrence of a force majeure event specified in Section 11.01), then Customer may take reasonable steps to maintain the specified condition and charge the reasonable cost of doing so to the GLWA.
- 4.04 Extension of Service Area. Customer’s distribution of water supplied by the GLWA shall be limited to the Service Area stated in Exhibit A. The Parties agree that situations may arise in which Customer desires to extend its Service Area, either temporarily or permanently, beyond its corporate limits. Should such a situation arise, Customer shall provide written notice to the GLWA explaining the nature, duration and extent of the requested Service Area extension. The GLWA shall have the option, which it may exercise at any time, of requiring a written amendment to this Contract to accommodate the change in Service Area. Should the GLWA determine that an immediate amendment is required, the Parties shall, within thirty calendar days of Customer’s request, meet to negotiate mutually agreeable terms for the extension of the Service Area. The GLWA shall not unreasonably deny a request to extend the Service Area.

- 4.05 Change or Addition of Water Distribution Points. Water Distribution Points may be added or changed only by the express written agreement of the GLWA and Customer and shall be embodied in a written amendment to this Contract.
- 4.06 Sole Supplier. Except as provided in Article 17 herein, the GLWA shall be the sole supplier of public potable water to Customer's Service Area.

Article 5.
Pressure; Maximum Flow Rate; Minimum Annual Volume

- 5.01 Pressure Range. The GLWA shall use its best efforts to deliver water at the Water Distribution Points at a pressure range ("Pressure Range") adequate to meet the reasonable requirements of Customer. For purposes of evaluating this effort, water pressure shall be determined by reviewing the average hourly pressure measured from top-of-the-hour to top-of-the-hour (e.g. 7:00 a.m. to 8:00 a.m.). The Pressure Range to be provided by the GLWA to Customer's Water Distribution Points is specified in Exhibit B. The location at which the water pressure will be measured shall be specified in Exhibit A and identified as point "P". A Pressure Range will not be established for water meters that are not located on a GLWA transmission main, or which are located on a GLWA transmission main and are downstream of and subject to the flow demands of a water meter for another GLWA customer.
- 5.02 Remedy for Non-Compliance with Pressure Range. If the water pressure at Customer's Water Distribution Points is above or below the Pressure Range, at Customer's request the Parties shall meet within thirty calendar days to discuss the reasons for the non-compliance and, if agreed necessary, develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the meeting, or as otherwise agreed. The corrective action plan shall include a timetable for resolution of the non-compliance issue(s).
- A. If it is determined that another customer's exceedance of the rates of flow established by that customer's Maximum Flow Rate caused or contributed to the GLWA's inability to meet its Pressure Range agreement with Customer, then the corrective action plan shall provide for the resolution of the issue.
- B. If Customer is exceeding the rates of flow established by its Maximum Flow Rate on a day other than the GLWA Maximum Day at the time Customer experiences a variation from the Pressure Range, then the GLWA shall be relieved from its obligation to provide water to Customer within the Pressure Range for that period of time during which Customer is exceeding the rates of flow established by its Maximum Flow Rate.
- 5.03 Maximum Flow Rate. Customer's Maximum Flow Rate is specified in Exhibit B. Customer shall not exceed the Maximum Flow Rate specified in Exhibit B, as measured in million gallons on the GLWA Maximum Day and during the GLWA Peak Hour.
- A. The GLWA shall notify all customers in writing on or before October 1 of each calendar year if Customer or any other wholesale customer is alleged to have exceeded its Maximum Flow Rate in a given calendar year. The notice shall state

the day and/or hour that Customer or any other wholesale water customer is alleged to have exceeded its Maximum Flow Rate.

- B. If Customer is alleged to be in breach of its obligations under this Section 5.03, the Parties shall endeavor to meet before November 1 of the current calendar year, or as soon as practicable, for the purposes of validating the breach, reviewing and analyzing the causes, and to negotiate a possible remedy pursuant to Sections 5.04 and 5.05 herein.
- C. The One Water Partnership's Analytical Work Group, or its successor shall review any alleged breach of this Section 5.03.
 - i. The Analytical Work Group shall meet once, at a minimum, on or before November 1 of each calendar year to review the alleged breaches, if any, and may thereafter schedule subsequent meetings as necessary to conclude its review.
 - ii. The GLWA will seek a recommendation from the Analytical Work Group on (1) an Allocation Flow Rate, if any, and/or (2) concurrence with the remedy tentatively negotiated between Customer and the GLWA, if any. Customer and the GLWA shall have the right to present any information related to the alleged breach a Party deems necessary to the deliberations.
 - iii. Any recommendation submitted by the Analytical Work Group shall be received by the GLWA on or before December 1 of each calendar year.

5.04 Remedy for Non-Compliance with Maximum Flow Rate. The GLWA has no obligation to supply to Customer more than the Maximum Flow Rate. If Customer exceeds its Maximum Flow Rate on the GLWA Maximum Day or during the GLWA Peak Hour, the GLWA and Customer may, as needed, take one or more of the following actions set forth in this Section 5.04. The applicability of any particular action shall be evaluated by the GLWA on a case-by-case basis.

- A. The GLWA may require that Customer take all reasonable steps to reduce its consumption to the Maximum Flow Rate. Such steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation.
- B. The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, Customer shall pay the charge associated with the new Maximum Flow Rate in the subsequent fiscal year.
- C. For charge-making and cost allocation purposes only, the GLWA may recalculate Customer's charge for the current and/or subsequent fiscal years utilizing a revised cost allocation formula as follows:

- i. The GLWA shall, as set forth below, establish an Allocation Flow Rate to replace the contractual Maximum Flow Rate in the charge calculation process.
- ii. The Allocation Flow Rate shall be applied from no earlier than the first exceedance date forward.
- iii. The Allocation Flow Rate will be at least equal to the flow rate demonstrated by Customer on the GLWA Maximum Day, and may be higher than the actual flow rate demonstrated by Customer.
- iv. Pursuant to Section 5.03(C), if the GLWA receives a recommendation on the Allocation Flow Rate to be applied from the Analytical Work Group and the recommendation is higher than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate, then the GLWA shall be limited to establishing an Allocation Flow Rate that is at least equal to the flow rate demonstrated by Customer on the GLWA Maximum Day and no higher than the recommendation provided by the Analytical Work Group.
- v. If no recommendation on the Allocation Flow Rate to be applied is received by the GLWA, or if the GLWA receives a recommendation and the recommendation is less than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate, then the GLWA shall be limited to establishing an Allocation Flow Rate that is at least equal to the flow rate demonstrated by Customer on the GLWA Maximum Day and no higher than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate.
- vi. The Allocation Flow Rate will continue to be applied to each subsequent year's charge calculation process until the Maximum Flow Rate is renegotiated.
- vii. If a charge has been approved for the subsequent fiscal year (July 1st to June 30th) but the charge has not yet been applied, the GLWA may modify Customer's charge for that subsequent fiscal year to account for an exceedance of its Maximum Flow Rate.
- viii. If the GLWA and/or the City of Detroit has built capital facilities based upon Customer's negotiated Maximum Flow Rate and Customer consistently exceeds its Maximum Flow Rate, then the GLWA may recalculate the amount of Customer's percentage of the capital cost of such facilities

5.05 Procedure for Non-Compliance with Maximum Flow Rate. In addition to the remedies specified in Section 5.04, if Customer has failed in its obligations under Section 5.03, the Parties shall meet to discuss the reasons for the non-compliance and if agreed necessary, develop a mutually agreeable written corrective action plan by December 31 of the year in

which the non-compliance occurred, or as otherwise agreed. Any corrective action plan required under this Section 5.05 shall include a timetable for resolution of the non-compliance issue(s).

- A. If the Parties determine that a corrective action plan is not required and an incident of non-compliance occurs in the subsequent calendar year, the Parties shall meet to develop a mutually agreeable written corrective action plan by December 31 of the year in which the non-compliance occurred, or as otherwise agreed.
- B. In the event the reason for Customer's non-compliance under Section 5.03 is due to a Customer water main break, fire or meter calibration performed by GLWA, these events will be taken into consideration in determining (1) whether a corrective action plan is warranted and (2) the extent to which, if any, the steps specified in Section 5.04 should apply.

5.06 Minimum Annual Volume. Customer shall purchase from the GLWA not less than the Minimum Annual Volume of water specified in Exhibit B. If Customer's Annual Volume is less than the Minimum Annual Volume, Customer shall pay to the GLWA an amount computed by applying the current charge to the Minimum Annual Volume less any amounts already billed to the Customer by the GLWA.

5.07 Periodic Review and Reopener. For Customer and System planning purposes and, regarding the Minimum Annual Volume, enforcement of the provisions of Article 3, Maximum Flow Rates, Pressure Ranges, Projected Annual Volumes and Minimum Annual Volumes (collectively, "Values") shall be established by mutual agreement for the Contract Term. As of calendar year 2018, the Parties shall review the Values in calendar year 2022 and every four years thereafter for the Contract Term and any renewal terms (each review year a "Reopener Year", and collectively the Reopener Years comprising the "Reopener Schedule"). However, if Customer executes the Contract more than two years before the next Reopener Year, then the Reopener Schedule set forth in bold type in Exhibit B, Table 2, shall be modified and shown to permit one additional Reopener Year prior to the next Reopener Year in the Reopener Schedule. The Values shall be contractually binding between each Reopener Year. If the Parties do not negotiate Values according to the Reopener Schedule, then the Values established for planning purposes (as shown in italicized type in Exhibit B) shall become contractually binding until the next Reopener Year.

5.08 Remedy for Excessive Rate(s) of Flow Causing Pressure Problem(s). Customer acknowledges that Customer's rates of flow may cause and/or contribute to the GLWA's inability to meet its Pressure Range agreements with Customer and/or the GLWA's other customers (hereinafter, "Pressure Problem"). The GLWA may review or monitor Customer's daily rates of flow if a Pressure Problem occurs and the GLWA's Pressure Range agreement with Customer and/or another customer of the GLWA is alleged to have been breached. The approximate rate of flow by individual meter location used to establish the Pressure Range and Maximum Flow Rate is specified in Exhibit B. If a Pressure Problem occurs, the Parties shall meet to discuss the reasons for the Pressure Problem and develop and implement a mutually agreeable written corrective action plan within sixty

calendar days of the Pressure Problem, or as otherwise agreed. The corrective action plan may require one or both of the following steps:

- A. The GLWA may require that Customer take all reasonable steps to reduce its consumption to the rate of flow established by the Maximum Flow Rate. Such steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation. In addition, the GLWA may require that Customer adjust its rate of flow at individual meters, including the establishment of a not-to-exceed flow rate for individual meters.
- B. The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, Customer shall pay the charge associated with the new Maximum Flow Rate in the subsequent fiscal year.

If the Parties determine that a corrective action plan is not required and a subsequent Pressure Problem occurs, the Parties shall meet to develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the subsequent Pressure Problem, or as otherwise agreed. Any corrective action plan required under this Section 5.08 shall include a timetable for resolution of the Pressure Problem. In the event the reason for the Pressure Problem is due to a Customer water main break, fire or meter calibration performed by GLWA, these events will be taken into consideration in determining (1) whether a corrective action plan is warranted and (2) the extent to which, if any, the steps specified above in this Section 5.08 should apply.

- 5.09 GLWA Costs for Corrective Action Plan. If at any time the GLWA is required under the terms of this Article 5 to develop and implement a corrective action plan and the plan involves incurring capital costs, the GLWA will determine whether the costs will be charged as a System cost or whether the cost will be borne by a specific customer or customers. If the GLWA determines that all or part of the costs should be borne by a specific customer or customers, the GLWA will seek a recommendation from the One Water Partnership on the assessment of the costs.
- 5.10 Customer Costs for Corrective Action Plan. If at any time Customer is required under the terms of this Article 5 to develop and implement a corrective action plan, Customer shall be so informed in writing and Customer will pay all costs related to the corrective action plan.

Article 6.

One Water Partnership

- 6.01 Establishment. The One Water Partnership exists to facilitate a cooperative working partnership between the GLWA and its wholesale water customers by facilitating the development of recommendations regarding System planning and supply to GLWA management and the Board. The One Water Partnership shall maintain bylaws that govern the way it conducts its business. In the event of a conflict between the terms of the bylaws adopted by the One Water Partnership and the terms of this Contract, the terms of this Contract shall control.

- 6.02 General Responsibilities. The One Water Partnership shall periodically review and evaluate the charges, charge methodology, and performance of the System. The One Water Partnership shall review and evaluate flow rates, pressures and Annual Volumes for the System at a minimum of every five years to assist the GLWA in the System planning effort. The One Water Partnership shall have the opportunity each year to review the Capital Improvement Program as prepared by GLWA, prior to its adoption by the GLWA. The One Water Partnership may consider Customer proposals for improving the operation of Customer's water system and/or the System. The GLWA will supply the One Water Partnership with information the GLWA deems reasonably necessary to accomplish the general responsibilities defined in this Section 6.02.
- 6.03 Annual Report by GLWA. The GLWA will present an annual report to the One Water Partnership which shall consist of (1) all instances of non-compliance with the Parties' obligations contained in Article 5 herein, including Customer and GLWA responses thereto; (2) a general report on System operation and maintenance; and (3) a report that lists those contracts, if any, that have been entered into by the GLWA and another customer(s) where the terms of the contract(s) invoke the application of Article 14 herein.
- 6.04 Notification of Charges. The GLWA shall provide Customer and the One Water Partnership with notice of the proposed charges for each fiscal year as early as possible before the implementation of the charges.
- 6.05 Disclosure of Charge Information by GLWA. Each year, the GLWA will disclose to Customer and the One Water Partnership information related to wholesale charges.
- 6.06 Disclosure of Retail Rate Information by Customer. Each year, Customer will disclose to its customers information related to its retail rates and other charges, and information regarding what portion of those costs is related to charges from GLWA and/or other major service providers.
- 6.07 Work Groups. The One Water Partnership may create work groups to address specific issues facing the System. The work groups in existence as of January 2016, are the Analytical Work Group, the Asset Management and CIP Work Group, the Best Practices Work Group, the Charges Work Group, and the Public Education Work Group. Any reference to a particular work group in this Contract shall include its successor or replacement if altered or discontinued.

Article 7. Charges

- 7.01 Charges. Customer agrees to pay for all water supplied by the GLWA at such charges as the GLWA may establish. Charges shall be reasonable in relation to the costs incurred by the GLWA for the supply of water and shall conform to Public Act 34 of 1917, Michigan Compiled Laws, Sec. 123.141, et seq., as amended. The GLWA shall give written notice of any changes in the charges. Notice shall be made in accordance with Section 5e of Public Act 279 of 1909, Michigan Compiled Laws, Sec. 117.5e, as amended, ("Act 279").

- 7.02 Notification of Charges. As soon as possible in the charge-making process, the GLWA shall provide information on proposed charges and the draft data and information used in the calculation of proposed charges in a format that will enable Customer to assist in the charge-making process. Not less than thirty calendar days prior to the hearing required by Act 279, the GLWA shall provide Customer with written notice of a proposed charge and the underlying data used to calculate the charges. The GLWA shall meet with Customer to review the charges and the data.
- 7.03 Estimate of Usage. In the event meters fail to correctly measure the quantity of water supplied to Customer for any period of time, the GLWA shall provide a reasonable estimate of the quantity of water supplied to Customer for such period provided that there is a reasonable basis for the estimate. Customer and the GLWA shall, either through their respective technical representatives and/or the One Water Partnership, seek agreement upon a method to estimate such quantities. In the event the Parties are unable to agree upon a method to estimate such quantities, the GLWA's determination of a method shall be conclusive and the Customer agrees to accept the estimate established by the GLWA.
- 7.04 Charge Methodology. The GLWA agrees to provide to Customer an updated description of the methodology for charge-making in the form of the "Rates 101" document produced by the One Water Partnership, as may be periodically updated. Until the updated document is completed, the current "Rates 101" document, entitled *DWSD Rates: Understanding DWSD Wholesale Water Rates*, shall remain in effect. The charge methodology documents referred to in this paragraph and any updates thereto shall be provided to Customer via posting on the GLWA website.

Article 8. Meters and Meter Facilities

- 8.01 Metering Requirement. All water furnished by the GLWA to Customer shall be measured by water meters installed in Meter Facilities at Customer's Water Distribution Points unless, in the GLWA's determination, it is not feasible to install water meters due to the configuration of Customer's water system.
- 8.02 Existing Distribution Points. Except as provided in Section 8.04, as of January 1, 2016, the GLWA shall own or lease, and operate and maintain all water meters and Meter Facilities for all existing Water Distribution Points, unless specifically indicated otherwise in Exhibit A.
- 8.03 Customer Maintenance Responsibilities. Customer shall be responsible for maintaining at its Water Distribution Points any and all appurtenances as may be designated as Customer's responsibility in Exhibit A. Should Customer fail to maintain the appurtenances shown in Exhibit A, the GLWA may take reasonable steps to maintain the appurtenances and charge the reasonable cost of doing so to Customer. Prior to the GLWA taking action to maintain the appurtenances, the GLWA shall give Customer thirty days written notice to complete the required maintenance. Notice to the Customer shall not be required if, in the GLWA's determination, there exists an emergency condition affecting the operation of the System or if the health, safety and welfare of the general public may be jeopardized.

- 8.04 New Distribution Points. For any new Water Distribution Points that may be constructed or installed on or after January 1, 2016, Customer shall furnish at Customer's expense, a water meter and Meter Facility that meets the GLWA's specifications. Thereafter, the GLWA shall furnish any replacement water meters for new Water Distribution Points and the expense shall be recovered through the GLWA's charges as a System cost. As provided in this paragraph, the GLWA shall own, operate and maintain all water meters and Meter Facilities after construction, installation or replacement, unless specifically indicated otherwise in Exhibit A.
- 8.05 Meter Repair and Replacement. If the GLWA initiates a meter repair or meter replacement, the cost shall be recovered through the GLWA's charges as a System cost. If Customer requests a meter replacement for reasons other than malfunction or disrepair, Customer shall pay the cost of the replacement.
- 8.06 Pressure Regulating Facilities. After the effective date of this Contract, all newly installed Customer-owned pressure regulating facilities shall be installed in a facility that is separate from the GLWA's Meter Facility.

Article 9. Dispute Resolution

- 9.01 Any and all claims alleging a breach of this Contract may first be submitted to an alternative dispute resolution process. An alternative dispute resolution process may include, but is not limited to, facilitation, binding arbitration, or non-binding arbitration. Each Party shall be responsible for its own costs and fees (including expert witness fees and attorney fees), unless otherwise agreed to in writing. The Parties shall agree upon the form and procedures for the agreed upon alternative dispute resolution process. This Article 9 shall not prohibit a Party from seeking relief directly from a court of competent jurisdiction at any time.

Article 10. Default Provisions

- 10.01 In the event either Party commits a material breach of this Contract, the Party alleging the breach shall give written notice of the breach to the other Party within a reasonable time of discovering the breach. The Party in breach shall be given a reasonable time to cure the breach. If the Party in breach fails to cure the breach, the non-breaching Party may declare this Contract in default and pursue all available legal remedies, including termination of this Contract for cause. In the event that the Party in breach is showing reasonable progress toward curing the breach, the Party alleging the breach may extend the time for curing the breach.

Article 11. Force Majeure and Other Events

- 11.01 Force Majeure. No failure or delay in performance of this Contract, by either Party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to machinery or

lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a Party, except that no cause or contingency shall relieve Customer of its obligation to make payment for water delivered by the GLWA.

- 11.02 GLWA Liability. Except to the extent that the GLWA is the proximate cause, the GLWA shall not be held liable or accountable for any bursting, leakage, breakage, damage or accident of any kind that may occur to Customer's water works system, or any damages of any kind or nature, including, but not limited to, injury to persons or damage to property, resulting from such bursting, leakage, breakage, damage or accident that may occur to water mains or pipes located downstream of the Water Distribution Points specified herein, or located within Customer's distribution system.
- 11.03 Discontinuance of Service. In the event the public health, safety and welfare requires the GLWA to discontinue temporarily all or part of the supply of water to Customer, no claims for damages of any kind or nature for such discontinuance shall be made by Customer against the GLWA. The GLWA will provide notice to Customer of any temporary discontinuance of the water supply.

Article 12.
Timely Payment

- 12.01 Bills for water service shall be rendered to Customer on a monthly basis. All such bills shall be due and payable within forty-five calendar days from the date shown on the bill. Any portion of the charges that are not paid by the due date shall be subject to a finance charge at a rate of 1.5% per month for each month that they remain unpaid. Any portion of the total bill, plus any finance charges applied to the bill which are not paid by the next billing date, shall be shown on the next bill as arrears. The GLWA may disconnect water service if bills are overdue ninety calendar days from the billing date. The GLWA shall not terminate water service if there is a good faith dispute concerning the accuracy of billings. If the accuracy of a bill is in dispute, Customer shall place the disputed amount in an escrow account pending resolution of the dispute. Accrued interest on the escrow account shall belong to the Party that prevails in the resolution of the dispute.

Article 13.
Assignment

- 13.01 This Contract shall not be assigned, in whole or in part, by either Party without the prior written consent of the other Party provided, however, that the GLWA may assign this Contract to the City of Detroit without prior notice to Customer at the conclusion of the Lease term. Consent to an assignment by either Party shall not be unreasonably withheld.

Article 14.
Ensuring Equality of Contract Terms

- 14.01 If the GLWA enters into any contract, and any amendments thereto, with a water service customer other than Customer, and the material terms of such other contract are more favorable than the material terms of Customer's Contract, Customer may elect to adopt all

of such other material terms. However, if Customer exercises the option provided for in this Article 14, Customer must accept all material terms of the other contract in their entirety and may not select among various terms contained in multiple other contracts by, for example, selecting the Contract Term from one contract and the Early Termination Costs provision of another contract. The terms and conditions of Exhibit B of this Contract are specifically excluded from the application of this Article 14.

**Article 15.
Amendment**

- 15.01 The Parties may periodically consider it in their best interests to change, modify or extend a term, condition or covenant of this Contract for reasons which may include, but are not limited to, the creation, expansion or closing of industry or other business. Any change, addition, deletion, extension or modification that is mutually agreed upon by the GLWA and Customer shall be incorporated in a written amendment to this Contract. Such amendments shall not invalidate this Contract nor relieve or release either Party of any of its respective obligations under this Contract unless so stated in the amendment.
- 15.02 No amendment to this Contract shall be effective and binding upon the Parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both Parties and is approved by Customer's governing body and the Board.

**Article 16.
Notices**

- 16.01 Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (collectively, "Notices") required or permitted under this Contract shall be given in writing and mailed by first class mail to the Parties and at the addresses identified in Exhibit B.
- 16.02 All Notices shall be deemed given on the day of post-marked mailing. Any Notice given by a Party hereunder must be signed by an authorized representative of such Party.
- 16.03 Notwithstanding the requirement above as to the use of first-class mail, change of address notices, termination notices, and other Notices of a legal nature, shall be sent by certified first-class mail, postage prepaid, return receipt requested.

**Article 17.
Water Quality**

- 17.01 Contamination. For the protection of the health of all consumers supplied with water from the System, Customer agrees to guard carefully against all forms of contamination. Should contamination occur, the area or areas affected shall immediately be shut off and isolated, and shall remain so until such conditions shall have been abated, and the water declared safe and fit for human consumption by the properly constituted governmental health agencies having jurisdiction of the area affected. Customer shall immediately notify the

GLWA, and the GLWA shall immediately notify Customer, of any emergency or condition that may affect the quality of water in either Party's system.

- 17.02 Co-mingling of Water Sources. Except in cases of emergency, Customer will not permit water from any other source of supply to be mixed or mingled with water from the System without prior written approval from the GLWA. In cases of emergency, only such water from sources other than the GLWA shall be used as shall meet the requirements of the Michigan Department of Environmental Quality, and then only in such quantities as shall be necessary to relieve the emergency.
- 17.03 Emergency Connections. During emergencies, Customer's water facilities may be used and connected, at the discretion of the GLWA, to water facilities serving other communities for flow in either direction to provide an adequate water supply from the System to Customer and to other areas and other units of government. Customer shall be permitted to immediately make an emergency connection when the connection point to be used has been previously approved for emergency use by the GLWA in writing, provided that Customer shall, after making the connection, promptly notify the GLWA of such event. When the emergency has been abated, the emergency connection must be severed as soon as practicable. The GLWA, or its designee, must approve, in writing, the continuation of any emergency connection that is required for longer than seven calendar days. If an approved emergency connection continues for more than seven calendar days, Customer must provide the GLWA with weekly updates on the emergency and a schedule for abatement of the emergency that must be approved by the GLWA in writing.
- 17.04 Water Quality. The GLWA shall endeavor to remain in compliance with all applicable Michigan and Federal laws, rules and regulations regarding drinking water quality.

Article 18. Rights-of-Way

- 18.01 Use of Rights-of-Way. The Customer shall assist the GLWA to obtain permission to use streets, highways, alleys, and/or easements in the local governmental units within the Customer's jurisdiction for the purpose of constructing, maintaining, and operating water facilities to adequately service the Customer's jurisdiction and other areas. This assistance shall include obtaining the consent of the local governmental units, as provided in Article 7, Section 29, Michigan Constitution of 1963. In the event of such construction, the GLWA shall request the Customer and local governmental units within the Customer's jurisdiction to execute such separate instruments granting rights-of-way in its streets, highways, and alleys as may be reasonably required by the GLWA. The GLWA shall give the Customer notice of any construction work in the Customer's jurisdiction. The GLWA shall comply with any of Customer's ordinances that apply to the construction. Customer shall inform the GLWA of the applicable ordinances. The GLWA and Customer shall meet to review the construction and its impact on their respective operations. The GLWA shall restore all existing structures and/or improvements laying in the right-of-way of construction to as good a condition as before the construction took place. As contemplated by this paragraph, any such water facilities existing on or before December 31, 2015, shall remain under the ownership of the City of Detroit as leased to the GLWA, and any new water facilities constructed on or after January 1, 2016, shall be owned by the GLWA, and in no case shall

either the existing or new water facilities be operated or maintained by any entity other than the GLWA or its authorized representatives.

- 18.02 Relocation of Facilities. Should future construction by any city, township, village, or county require relocation of a water transmission main, Meter Facility or other GLWA facility, the cost incurred by the GLWA for such relocation, if not reimbursed by the entity requiring the relocation, will be charged in future charges as a common-to-all cost to all System users.
- 18.03 Easements. Subject to the provisions of Section 18.01 and to the extent that Customer has jurisdiction, the GLWA shall be granted temporary and permanent easements, and shall be permitted to use the streets, alleys and highways within Customer's legal jurisdiction for the purpose of constructing, operating and maintaining the System, including the relocation of water transmission mains, Meter Facilities or other GLWA facilities. This consent by Customer is given in compliance with Article 7, Sec. 29 of the Michigan Constitution of 1963, provided that the GLWA shall provide Customer with a written explanation of the type of easement required and the duration thereof.

Article 19.

Access to Towers and Antennas

- 19.01 Where possible, each Party shall give to the other Party access to towers and antennas under its respective jurisdiction for the purpose of transmitting information recorded in the Meter Facilities. Access shall not be unreasonably denied by either Party.

Article 20.

Relationship to Wastewater Services

- 20.01 Customer and the GLWA acknowledge that future growth in the System may place additional burdens on their respective wastewater systems. Customer, if it is also a wastewater disposal services customer of the GLWA, understands that any increase in the volume of water it receives from the System is not a guarantee of increased capacity in the wastewater disposal system owned by the City of Detroit and leased by the GLWA.

Article 21.

Construction Standards

- 21.01 The GLWA shall have the right to review and approve Customer's construction plans for Meter Facilities at new Water Distribution Points, water mains sized twenty-four inches and larger, pump stations, reservoirs, water towers, and any other construction that will cross, or be within close proximity to, or have influence upon System infrastructure. The GLWA's approval of construction plans shall be timely and shall not be unreasonably withheld.

Article 22.
Operation of Storage

22.01 Prior to Customer's operation of any new or existing water storage facility, Customer shall seek the GLWA's written approval of the filling schedule ("Filling Schedule") of the storage facility. The GLWA may periodically require Customer to change or adjust a previously approved Filling Schedule. The Parties shall collaborate on devising a mutually beneficial Filling Schedule. If the Parties are unable to agree upon a Filling Schedule, the GLWA's determination of a Filling Schedule shall be final. All Filling Schedules shall be for a period of six consecutive hours. Customer shall at all times abide by the then-current GLWA approved Filling Schedule. The GLWA shall act promptly in approving Filling Schedule requests. Nothing in this Article 22 shall prevent Customer from operating its storage facility at any time, provided that any storage operation that falls outside of the approved Filling Schedule shall not be exempt from the terms of Article 5 herein.

Article 23.
Miscellaneous

- 23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 23.02 This Contract, including Exhibits A and B, contains the entire agreement between the Parties and all prior negotiations and agreements are merged into this Contract. Neither Party has made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by either Party by implication or otherwise unless expressly set forth in this Contract.
- 23.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 23.05 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Contract and all actions arising under it shall be governed by, subject to, and construed according to the laws of the State of Michigan.
- 23.06 Pursuant to the terms of its Lease with the GLWA, the City of Detroit is an acknowledged third-party beneficiary of this Contract and this Contract shall not be construed to benefit any persons other than the GLWA, the City of Detroit and Customer.
- 23.07 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the GLWA shall provide a copy to the Customer.

- 23.08 The rights and benefits under this Contract shall inure to the benefit of and be binding upon the respective Parties hereto, their agents, successors, and assigns.
- 23.09 Any and all documents, memoranda, reports, exhibits or other written material referred to in this Contract are and shall be incorporated by reference herein.
- 23.10 This Contract shall be deemed to be mutually drafted.

(Signatures appear on next page)

Accordingly, the GLWA and Customer, by and through their duly authorized officers and representatives, have executed this Contract.

City of Grosse Pointe Park:

By: _____
Nick Sizeland
Its: City Manager

By: _____
Jane Blahut
Its: City Clerk

APPROVED BY
GROSSE POINTE PARK CITY COUNCIL ON:

Date

Great Lakes Water Authority:

By: _____
Sue F. McCormick
Its: Chief Executive Officer

APPROVED BY
GLWA BOARD OF DIRECTORS ON:

Date

APPROVED AS TO FORM BY
GLWA GENERAL COUNSEL ON:

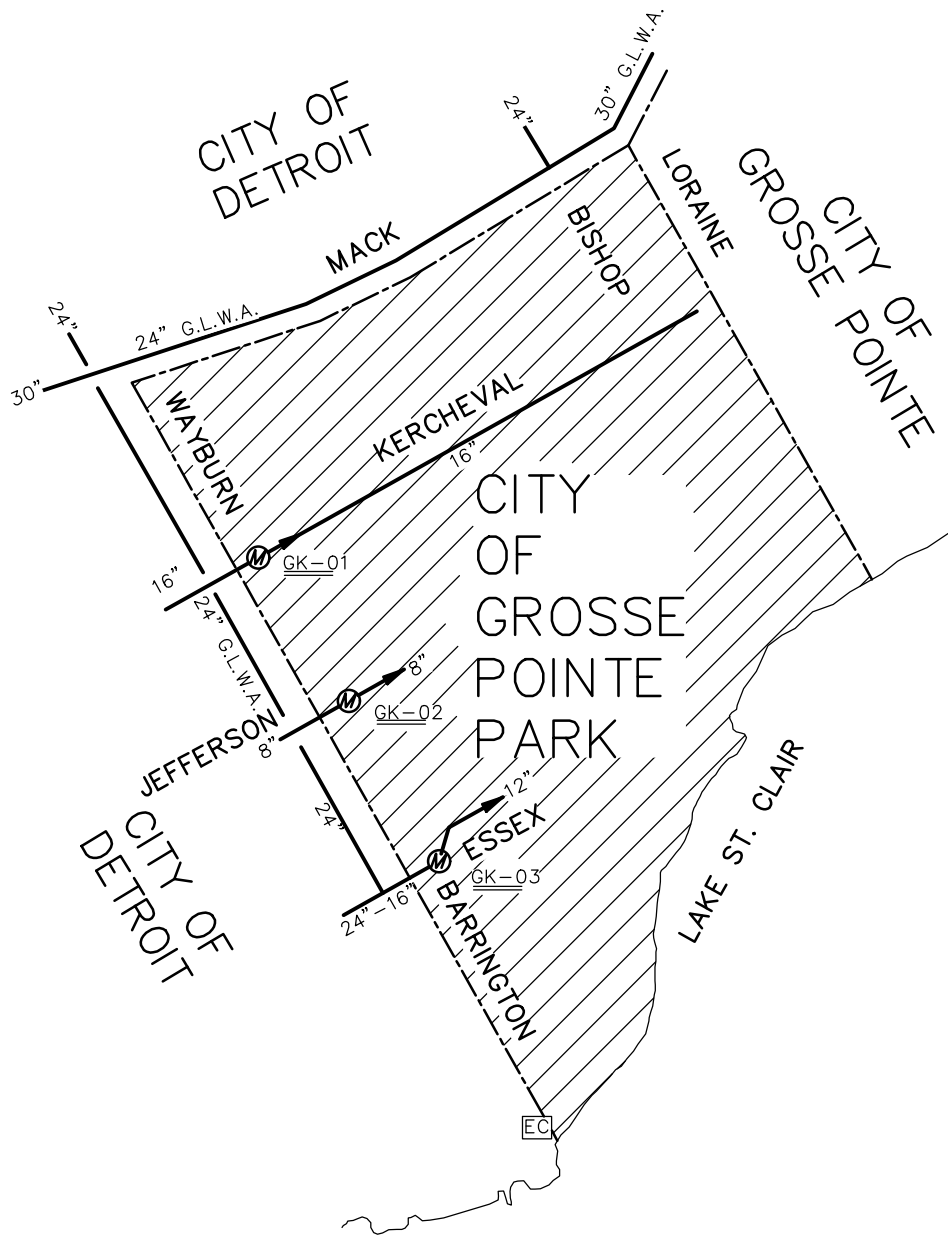
Signature Date

EXHIBIT A

Customer's Water Distribution Points

This Exhibit contains the following information:

1. The corporate limits of Customer;
2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits;
3. The specific location of the Water Distribution Points, including any GLWA approved emergency connections;
4. The designation of appurtenances to be maintained by Customer and those to be maintained by the GLWA; and
5. A list of any closed meter locations.



LEGEND

SYMBOL	DESCRIPTION
	GLWA METER PIT
	EMERGENCY CONNECTION
	SERVICE AREA
	CITY LINE



EXHIBIT-A	<u>SERVICE AREA LOCATION MAP</u>
	CITY OF GROSSE POINTE PARK

EXHIBIT A

Grosse Pointe Park Emergency Connections:

Connection to City of Detroit
8" connection at Windmill Pointe and Alter

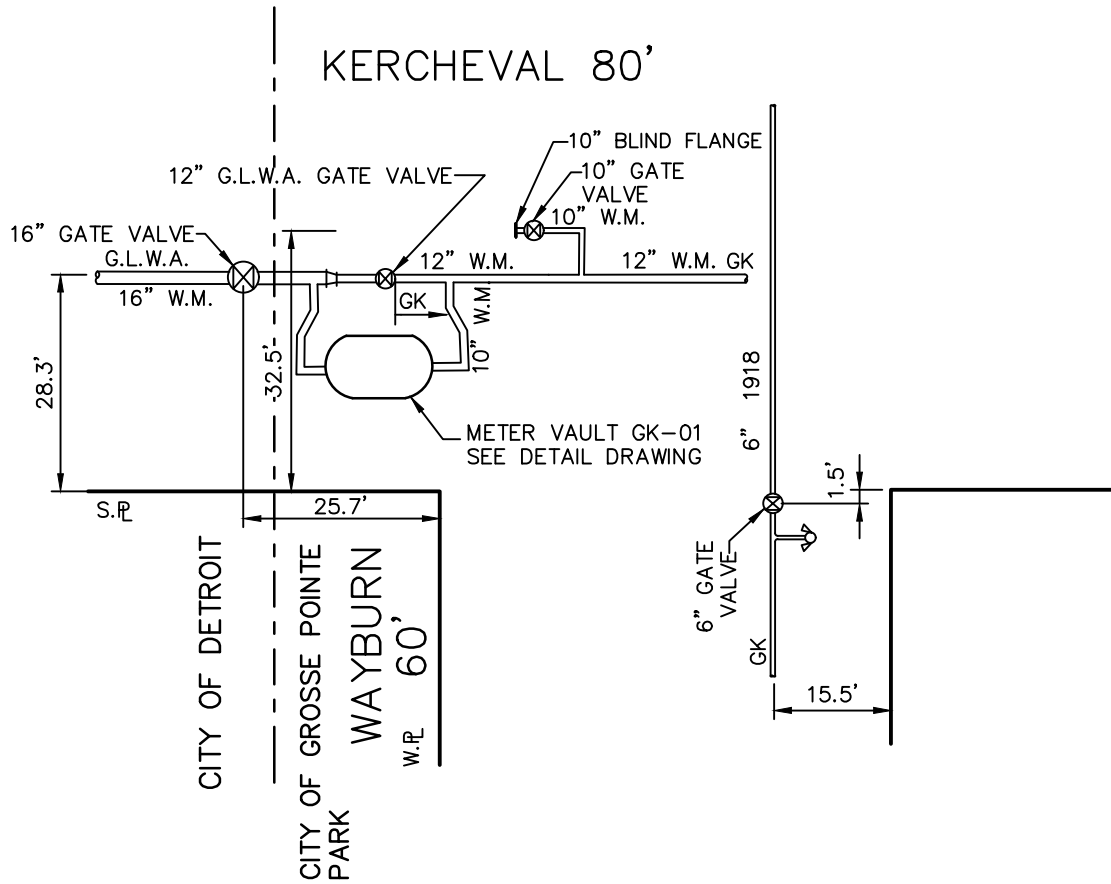
Grosse Pointe Park Water Customers Outside Municipal Limits:

None.

Grosse Pointe Park Master Meter Not In Service:

None.

EXHIBIT-A GK-01 KERCHEVAL AND WAYBURN CITY OF GROSSE POINTE PARK



GK - CITY OF GROSSE POINTE PARK
O & M

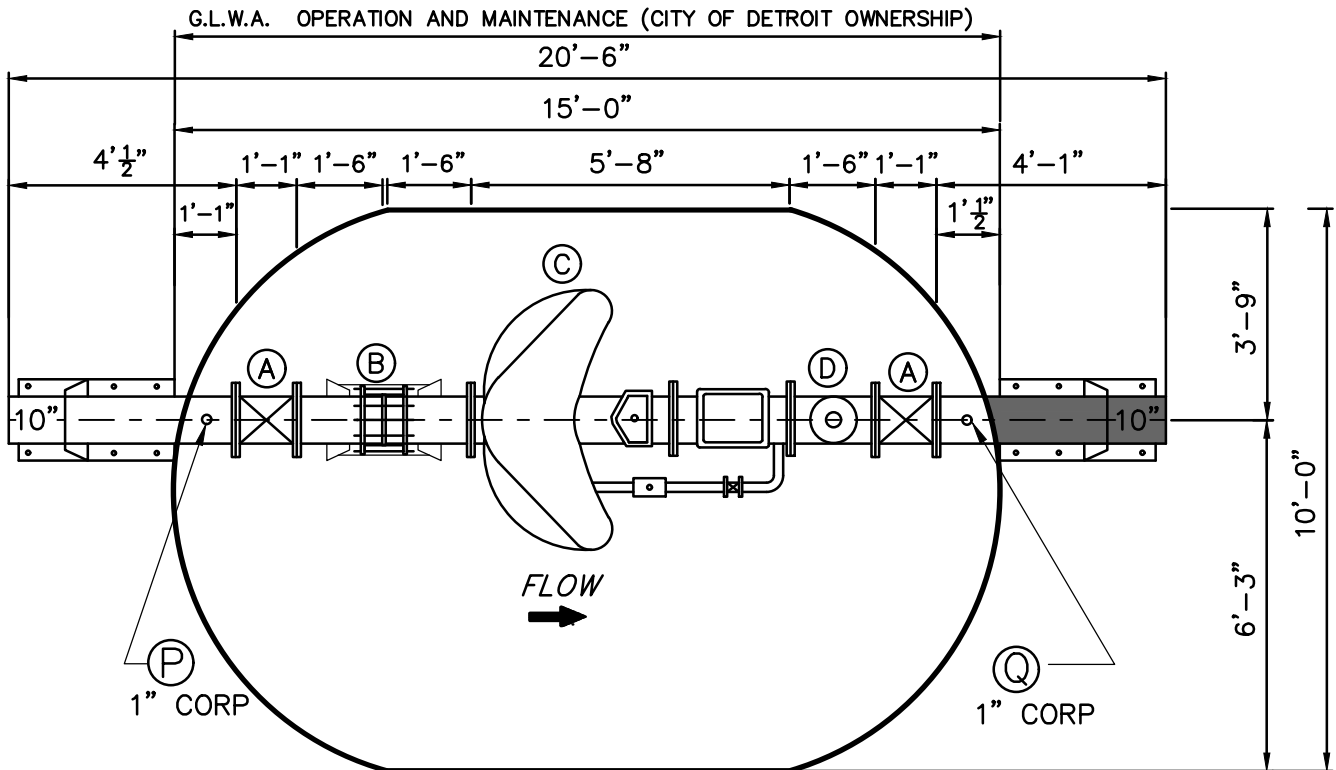
SITE PLAN
NOT TO SCALE



LOCATIONS SUBJECT TO
VERIFICATION IN THE FIELD.

GK
01

EXHIBIT-A
GK-01
KERCHEVAL AND WAYBURN RD.
CITY OF GROSSE POINTE PARK



METER PIT DETAIL
NOT TO SCALE

■ GROSSE POINTE PARK OWNERSHIP AND MAINTENANCE

LEGEND		
TAG	QTY	DESCRIPTION
A	2	FLGD. GATE VALVES
B	1	'DRESSER STYLE' COUPLING
C	1	SENSUS TURBO METER W/ 2" BY-PASS
D	1	FLGD. TEST TEE
		SIZE
		10"
		10" X 3"

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 - 2
MAG	0
TURBINE	4 - 6

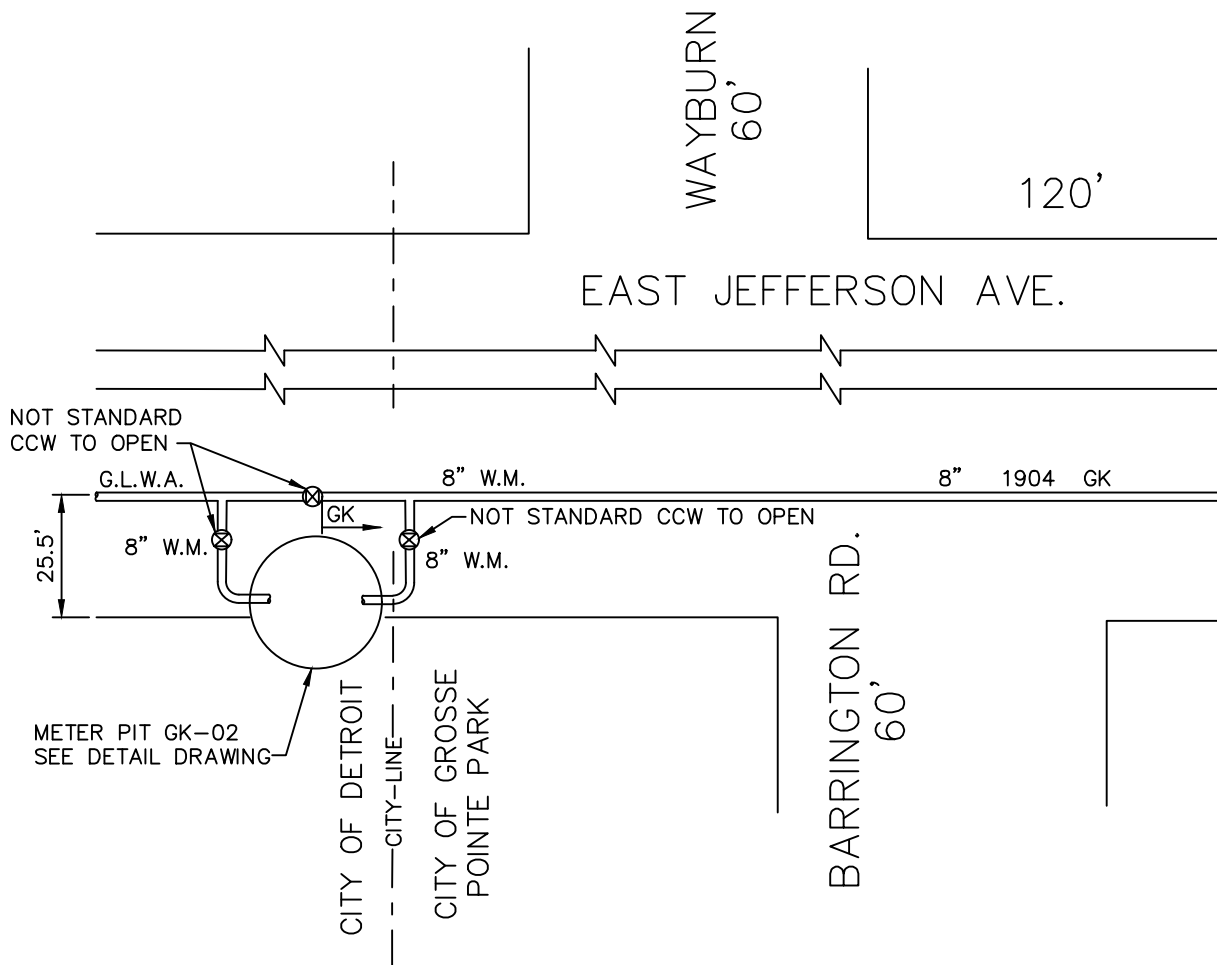
(P) UPSTREAM PRESSURE TRANSMITTER, GLWA OWNERSHIP AND MAINTENANCE (CITY OF DETROIT OWNERSHIP)

(Q) DOWNSTREAM PRESSURE TRANSMITTER, GLWA OWNERSHIP AND MAINTENANCE (CITY OF DETROIT OWNERSHIP)

ADDRESS _____ 14940 KERCHEVAL
 FEED TO _____ CITY OF GROSSE POINTE PARK
 FEED FROM _____ CITY OF DETROIT
 TYPE OF METER _____ SENSUS TURBO
 SIZE OF METER _____ 10" X 2"
 METER NUMBER _____ 10") 1565522 2") 1564328
 DATE METER SET _____ 06/05/2000
 METER PIT CONST & SIZE _____ STEEL 11'-8" X 11'-2" I.D.
 GATE BOOK No _____
 REMARKS _____ DWS 805

GK
01

EXHIBIT-A
GK-02
EAST JEFFERSON AVE. AND WAYBURN
CITY OF GROSSE POINTE PARK



GK - CITY OF GROSSE POINTE PARK
O & M

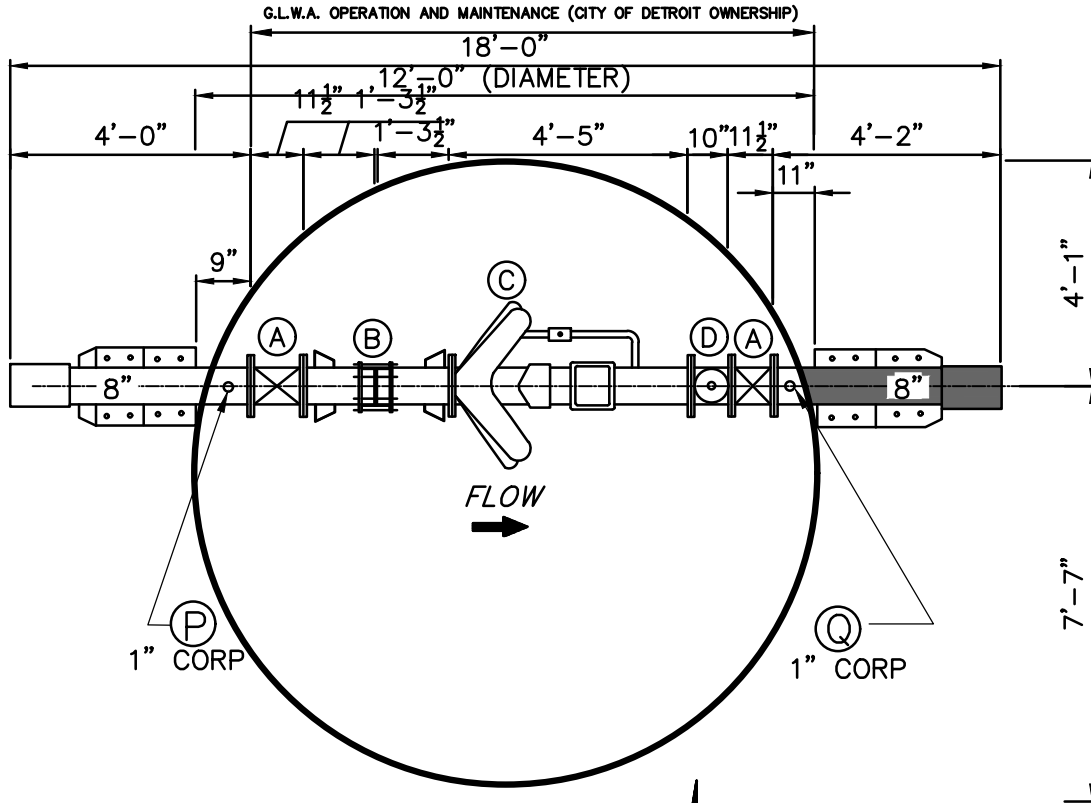
SITE PLAN
NOT TO SCALE



LOCATIONS SUBJECT TO
VERIFICATION IN THE FIELD.

GK
02

EXHIBIT-A
GK-02
EAST JEFFERSON AVE. AND WAYBURN
CITY OF GROSSE POINTE PARK



METER PIT DETAIL
NOT TO SCALE

■ GROSSE POINTE PARK
OWNERSHIP AND MAINTENANCE

LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	2	FLGD. GATE VALVES	8"
B	1	'DRESSER STYLE' COUPLING	8"
C	1	SENSUS TURBO METER W/ 2" BY-PASS	8"
D	1	FLGD. TEST TEE	8" X 3"

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 - 2
MAG	0
TURBINE	4 - 6

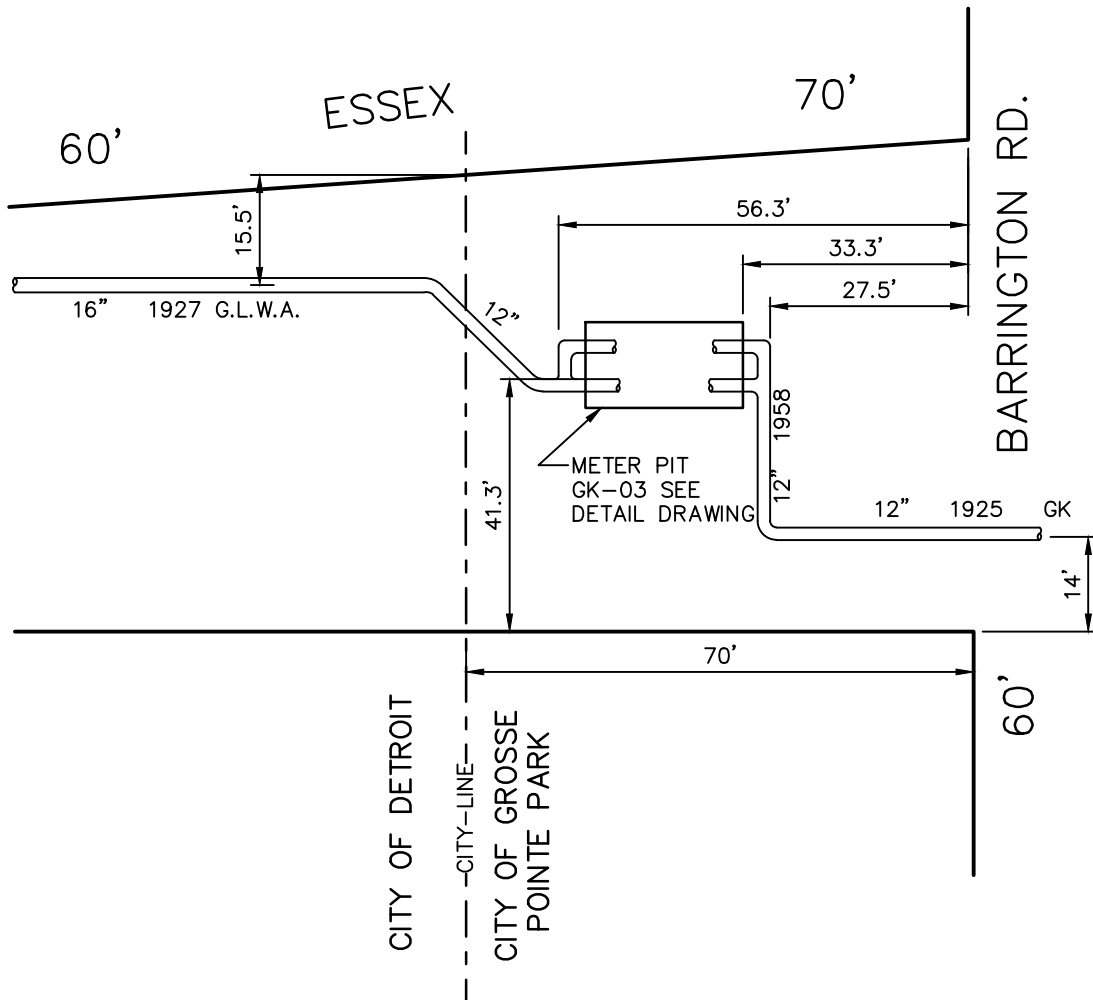
Ⓟ UPSTREAM PRESSURE TRANSMITTER,
GLWA OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

Ⓠ DOWNSTREAM PRESSURE TRANSMITTER,
GLWA OPERATION AND MAINTENANCE
(CITY OF DETROIT OWNERSHIP)

ADDRESS _____ 14905 EAST JEFFERSON
FEED TO _____ CITY OF GROSSE POINTE PARK
FEED FROM _____ CITY OF DETROIT
TYPE OF METER _____ SENSUS TURBO
SIZE OF METER _____ 8" X 2"
METER NUMBER _____ 8") 1564557 2") 1564329
DATE METER SET _____ 07/06/2000
METER PIT CONST & SIZE _____ STEEL VAULT 11'-8" X 11'-2" I.D.
GATE BOOK No _____ --
REMARKS _____ DWS 805

GK
02

EXHIBIT-A GK-03 BARRINGTON AND ESSEX CITY OF GROSSE POINTE PARK



GK - CITY OF GROSSE POINTE PARK
O & M

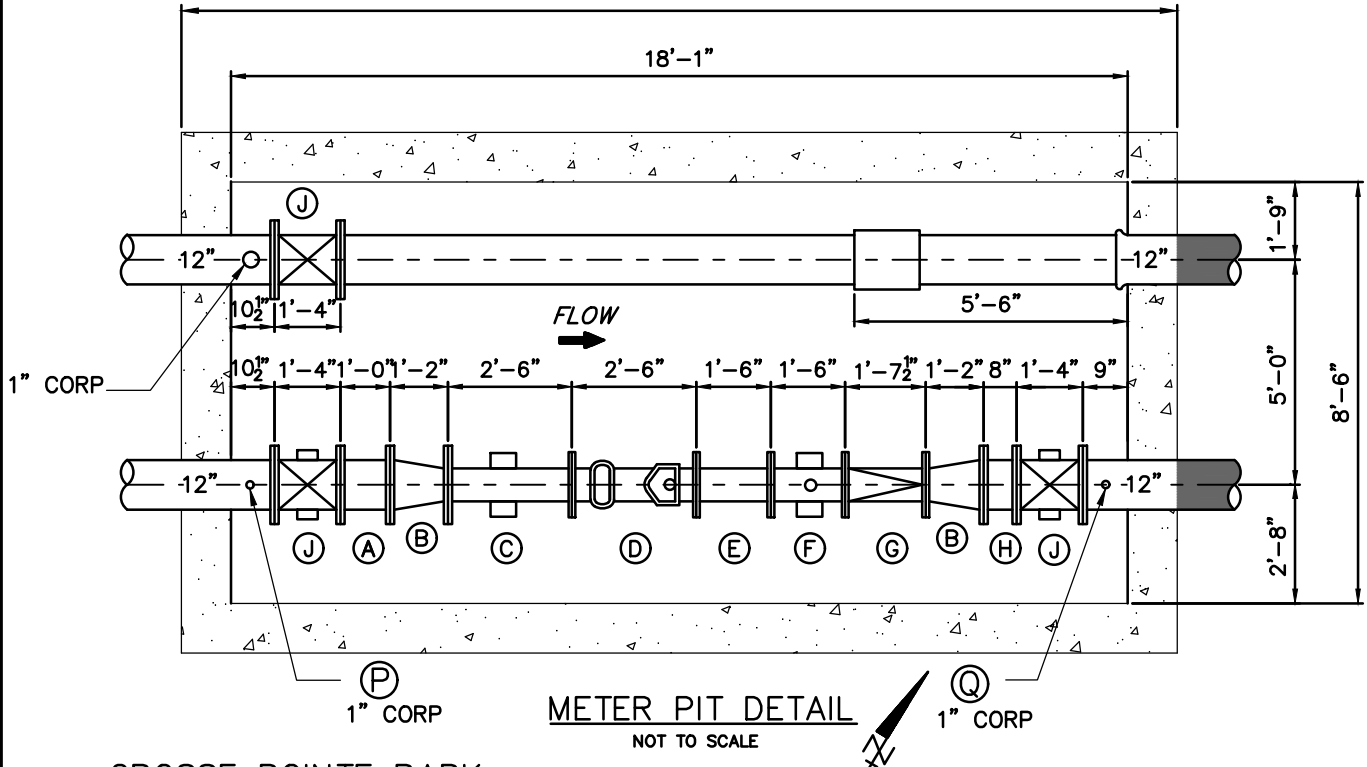
SITE PLAN
NOT TO SCALE

LOCATIONS SUBJECT TO
VERIFICATION IN THE FIELD.



EXHIBIT-A GK-03 ESSEX AND BARRINGTON CITY OF GROSSE POINTE PARK

G.L.W.A. OPERATION AND MAINTENANCE (CITY OF DETROIT OWNERSHIP)



■ GROSSE POINTE PARK OWNERSHIP AND MAINTENANCE

LEGEND			
TAG	QTY	DESCRIPTION	SIZE
A	1	F-PE DUCTILE IRON SPOOL PIECE	12" x 12"
B	2	DUCTILE IRON CONCENTRIC REDUCER	12" x 8"
C	1	F-F DUCTILE IRON SPOOL PIECE	8" x 30"
D	1	SENSUS TURBO METER W/ 8" AWWA STRAINER	8"
E	1	F-F DUCTILE IRON SPOOL PIECE	8" x 18"
F	1	DUCTILE IRON TEE	8" x 3"
G	1	TILTED DISC CHECK VALVE	8"
H	1	F-PE DUCTILE IRON SPOOL PIECE	12" x 8"
I	1	TEST ASSEMBLY (BY OTHERS)	3"
J	3	GATE VALVE	12"

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 - 2
MAG	0
TURBINE	4 - 6

(P) UPSTREAM PRESSURE TRANSMITTER, G.L.W.A OPERATION AND MAINTENANCE (CITY OF DETROIT OWNERSHIP)

(Q) DOWNSTREAM PRESSURE TRANSMITTER, G.L.W.A OPERATION AND MAINTENANCE (CITY OF DETROIT OWNERSHIP)

ADDRESS _____ 14905 ESSEX
 FEED TO _____ CITY OF GROSSE POINTE PARK
 FEED FROM _____ CITY OF DETROIT
 TYPE OF METER _____ SENSUS TURBO
 SIZE OF METER _____ 8"
 METER NUMBER _____ 145395
 DATE METER SET _____ 12/20/1995
 METER PIT CONST & SIZE _____ CONCRETE 18'-1" X 8'-6" I.D.
 GATE BOOK No _____ --
 REMARKS _____ METER VAULT REPLACED IN 2003



EXHIBIT B

Projected Annual Volume and Minimum Annual Volume (Table 1)
Pressure Range and Maximum Flow Rate (Table 2)
Flow Split Assumptions (Table 3)
Addresses for Notice (Table 4)

Table 1 and Table 2 set forth the agreed upon Projected Annual Volumes, Minimum Annual Volumes, Pressure Ranges and Maximum Flow Rates for the term of this Contract provided that figures in bold type face are immediately enforceable pursuant to the terms of Section 5.07 and italicized figures are contained for planning purposes only but will become effective absent the negotiated replacements anticipated in Section 5.07.

The approximate rate of flow by individual meter set forth in Table 3 is the assumption upon which the Pressure Range commitments established in Table 2 have been devised. Should Customer deviate from these assumptions at any meter(s), the GLWA may be unable to meet the stated Pressure Range commitments in this Contract or in the contract of another customer of the GLWA and Section 5.08 of this Contract may be invoked.

EXHIBIT B

Table 1
 Projected Annual Volume and Minimum Annual Volume

Fiscal Year Ending June 30	Projected Annual Volume (Mcf)	Minimum Annual Volume (Mcf)
2022	55,600	27,800
2023	55,600	27,800
2024	<i>55,600</i>	<i>27,800</i>
2025	<i>55,600</i>	<i>27,800</i>
2026	<i>55,600</i>	<i>27,800</i>
2027	<i>55,600</i>	<i>27,800</i>
2028	<i>55,600</i>	<i>27,800</i>
2029	<i>55,600</i>	<i>27,800</i>
2030	<i>55,600</i>	<i>27,800</i>
2031	<i>55,600</i>	<i>27,800</i>
2032	<i>55,600</i>	<i>27,800</i>
2033	<i>55,600</i>	<i>27,800</i>
2034	<i>55,600</i>	<i>27,800</i>
2035	<i>55,600</i>	<i>27,800</i>
2036	<i>55,600</i>	<i>27,800</i>
2037	<i>55,600</i>	<i>27,800</i>
2038	<i>55,600</i>	<i>27,800</i>
2039	<i>55,600</i>	<i>27,800</i>
2040	<i>55,600</i>	<i>27,800</i>
2041	<i>55,600</i>	<i>27,800</i>
2042	<i>55,600</i>	<i>27,800</i>
2043	<i>55,600</i>	<i>27,800</i>
2044	<i>55,600</i>	<i>27,800</i>
2045	<i>55,600</i>	<i>27,800</i>
2046	<i>55,600</i>	<i>27,800</i>
2047	<i>55,600</i>	<i>27,800</i>
2048	<i>55,600</i>	<i>27,800</i>
2049	<i>55,600</i>	<i>27,800</i>
2050	<i>55,600</i>	<i>27,800</i>
2051	<i>55,600</i>	<i>27,800</i>

EXHIBIT B

Table 2
Pressure Range and Maximum Flow Rate

Calendar Year (Reopener Schedule in bold type)	Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Maximum Flow Rate (mgd)	
	Meter GK-01		Meter GK-02		Meter GK-03		Max Day	Peak Hour
	Min	Max	Min	Max	Min	Max		
2021	60	80	60	80	60	80	3.23	5.31
2022	60	80	60	80	60	80	3.23	5.31
2023	60	80	60	80	60	80	3.23	5.31
2024	60	80	60	80	60	80	3.23	5.31
2025	60	80	60	80	60	80	3.23	5.31
2026	60	80	60	80	60	80	3.23	5.31
2027	60	80	60	80	60	80	3.23	5.31
2028	60	80	60	80	60	80	3.23	5.31
2029	60	80	60	80	60	80	3.23	5.31
2030	60	80	60	80	60	80	3.23	5.31
2031	60	80	60	80	60	80	3.23	5.31
2032	60	80	60	80	60	80	3.23	5.31
2033	60	80	60	80	60	80	3.23	5.31
2034	60	80	60	80	60	80	3.23	5.31
2035	60	80	60	80	60	80	3.23	5.31
2036	60	80	60	80	60	80	3.23	5.31
2037	60	80	60	80	60	80	3.23	5.31
2038	60	80	60	80	60	80	3.23	5.31
2039	60	80	60	80	60	80	3.23	5.31
2040	60	80	60	80	60	80	3.23	5.31
2041	60	80	60	80	60	80	3.23	5.31
2042	60	80	60	80	60	80	3.23	5.31
2043	60	80	60	80	60	80	3.23	5.31
2044	60	80	60	80	60	80	3.23	5.31
2045	60	80	60	80	60	80	3.23	5.31
2046	60	80	60	80	60	80	3.23	5.31
2047	60	80	60	80	60	80	3.23	5.31
2048	60	80	60	80	60	80	3.23	5.31
2049	60	80	60	80	60	80	3.23	5.31
2050	60	80	60	80	60	80	3.23	5.31

EXHIBIT B

Table 3
Flow Split Assumptions

Meter	Assumed Flow Split (2021-2022)
GK-01	40-55%
GK-02	0-10%
GK-03	45-60%

Table 4
Addresses for Notice

If to the GLWA: General Counsel Great Lakes Water Authority 735 Randolph Street, Suite 1901 Detroit, Michigan 48226	If to Customer: City Manager City of Grosse Pointe Park 15115 E. Jefferson Avenue Grosse Pointe Park, Michigan, 48230 Attention:
--	--



Council Meeting
Date March 8, 2021

TITLE: Support from City for Alma Kitchen Liquor License	DATE: 3/3/2021
<p>SUMMARY: Alma Kitchen on Mack Avenue submitted an application for a Liquor License back in September of 2020 with the Michigan Liquor Control Commission. They are currently awaiting a church hearing within proximity to Almas location, a date to be determined. The property that Alma Kitchen is housed has had a license for 30 plus years by different businesses. The Grosse Pointe Chamber of Commerce and the City have had discussions to provide our support for their license.</p> <p>I humbly request the Mayor and Council consider a motion directing Administration with your support to draft a letter to the MLCC conveying our backing of Alma Kitchens liquor license.</p>	
FINANCIAL IMPACT: None	
RECOMMENDATION: Motion to direct Administration to draft letter to the MLCC	
PREPARED BY: Nick Sizeland	TITLE: City Manager