



CITY OF ROOSEVELT PARK COUNCIL MEETING

AGENDA

December 5, 2022

6:15 p.m.

1. Council Work Session
2. Call to Order and Roll Call
3. Pledge of Allegiance
4. Invocation by Councilmember Sutton

5. Nomination and Election of Mayor– Oath of Office
6. Nomination and Election of Mayor Pro Tem– Oath of Office

7. Public Comment on Agenda Items
8. Approval of Consent Agenda
 - a. Regular Agenda
 - b. Minutes of the November 21, 2022 Regular City Council Meeting
 - c. List of Bills

9. New Business
 - a. Appointment of City Officers
 - b. 2023 Meeting Dates-Council Authorization
 - c. Senior Millage Committee-Set Meeting Time and Date
 - d. 2023 Property and Liability Insurance Renewal- Council Authorization
 - e. Maple Grove Engineering Proposal-Council Authorization

10. Comments from the Mayor and City Council
11. Reports from City Manager, City Attorney & Department Heads

12. Public Comment
 - Please state your name and home address
 - Please limit comments to 3 minutes per individual presentation
(City Council Rules of Procedure: 10/7/2011)

13. Adjournment

American Disability Act Compliance: For access to open meetings of the City Council and any of its committees or subcommittees, the City of Roosevelt Park will provide necessary reasonable auxiliary aids and services, to individuals with disabilities who want to attend the meeting, upon twenty-four hour notice to the City of Roosevelt Park. Individuals with disabilities requiring auxiliary aids or services should contact the City of Roosevelt Park, City Clerk by writing or calling, 231-755-3721 or call the following: TDD: Dial 7-1-1 and request a representative to dial 231-755-3721.



City of Roosevelt Park

A Proud Community

To: Honorable Mayor and City Council
From: Jared Olson, City Manager
Date: December 2, 2022
Subject: **Monday, December 5, 2022**– CITY COUNCIL MEETING

The following is information pertaining to items on the agenda for your meeting:

COUNCIL WORK SESSION:

1. Active Agenda Items

COUNCIL MEETING:

- a. **Selection of Mayor-** Per the City Charter the Mayor for 2023 needs to be elected from within the council during the first meeting of December of every year.
- b. **Selection of Mayor Pro Tem-** Per the City Charter the Mayor Pro Tem for 2023 needs to be elected from within the council during the first meeting of December of every year.
- c. **Appointment of City Officers-** Per the City Charter, the annual appointment of City officers is required to be completed during the first regular meeting of December.
- d. **2023 Meeting Dates-**Per the City Charter, the 2023 meeting date schedule must be set.
- e. **Ad Hoc Senior Millage Committee-** The first Ad Hoc Senior Millage committee of 2023 is needed to begin planning. Staff is recommending a date be set in the first two weeks of January.
- f. **2023 Property and Liability Insurance Renewal-** As done annually, City Council is asked to authorize the City Manager to execute the insurance renewal contract for the property and liability coverage lines.
- g. **Maple Grove Project-Preliminary Engineering Proposal-Council Authorization-**With the additional \$267,000 of grant funding newly allocated to the Glenside Boulevard Project, staff has requested a proposal for the engineering of the City's next project which is going to be the resurfacing of Maple Grove. This will create a shelf ready project in case additional funding becomes available before the already approved grant year of 2025.

If you have questions, please contact me.



**CITY OF ROOSEVELT PARK
CITY COUNCIL
MEETING MINUTES
November 22, 2022**

This meeting was called to order by Mayor Aaron Langlois at 6:15 p.m.

PRESENT: **Council Members:** Mayor Aaron Langlois, Mayor Pro-Tem Sutton,
Greg Neiser, Diane Goodman, Noah Crossno, Fawn Cruz, Stacey Burmeister

STAFF: City Manager Jared Olson, City Clerk Ann Wisniewski, City Attorney John Schrier, City
Treasurer Kate Dibble, Chief Shawn Bride

ABSENT:
WORK SESSION

Council discussed Agenda Items:

- City Clerk Ann Wisniewski administered Oath of Office to Officer Emilee Gaiser
- MERS 457 Plan Amendment – Council Authorization
- FY 2022 Budget Amendments – Fourth Quarter
- List of Bills

Special Guests:

- None

Mayor Langlois called the Council meeting to order at 6:47 p.m.

2022-157 **ROLL CALL**
City Clerk Ann Wisniewski called roll call.

2022-158 **INVOCATION**
Council Member Neiser provided the Invocation.

2022-159 **PUBLIC COMMENT ON AGENDA ITEMS**
None

2022-160 **CONSENT AGENDA**
Council Member Neiser moved to approve the consent agenda. This motion was supported by Council Member Crossno.
Roll Call: 7 Ayes, 0 Nays. Motion Passes

2022-161 **UNFINISHED BUSINESS**
None

2022-162 **NEW BUSINESS**

8A. MERS 457 Employer/Employee Contribution Plan Amendment

Council Member Neiser moved to approve the amended MERS 457 Retirement Plan Document as presented for full time non-represented staff and DPW employees Effective for Fiscal Year 2023. This motion was supported by Council Member Crossno. Roll Call: 7 Ayes, 0 Nays. Motion Passes

8B. 2022 Fiscal Year Fourth Quarter Budget Amendments

Council Member Cruz moved to adopt the budget amendments for the Fiscal Year 2022 Budget as presented. This motion was supported by Council Member Burmeister. Roll Call: 7 Ayes, 0 Nays. Motion Passes

2022-163

COUNCIL COMMENTS

Council members shared comments.

2022-164

DEPARTMENT HEAD REPORTS

Department Heads shared comments.

2022-165

PUBLIC COMMENTS

none

2022-166

ADJOURNMENT

Mayor Langlois moved to adjourn the meeting at 6:47 p.m. This motion was supported by Council Member Crossno and carried unanimously.

Ann Wisniewski, City Clerk

**CITY OF ROOSEVELT PARK**

A Proud Community
 900 OAK RIDGE ROAD
 ROOSEVELT PARK, MI 49441
 (231) 755-3721

COUNCIL LIST

CHECK NUMBER	VENDOR NAME	DESCRIPTION	Invoice #	INVOICE AMT
37944	BRIGHTWAY INSURANCE	FACADE GRANT	FACADE22	4,183.50
			Check Total	4,183.50
37945	ELECTION SOURCE	ELECTION SUPPLIES	ESCOM-16094	34.96
			Check Total	34.96
37946	HEATON, CONNOR	VISION REIMBURSEMENT	112322	262.57
			Check Total	262.57
37947	KATHYS ALTERATIONS & REPAIRS	PD UNIFORMS	990727	9.00
			Check Total	9.00
37948	PROFESSIONAL MED TEAM INC	PD BLOOD DRAW INCIDENT # 22-1720	22-1720	200.00
			Check Total	200.00
37949	W.M.C.J.T.C. ATTN: LORI BOEVE	PD TRAINING CONSORTIUM DUES	5019	106.96
			Check Total	106.96
3398 (E)	BANK OF AMERICA BUSINESS CARD	OFFICE SUPPLIES: BATTERIES, LABEL TAPE,	112-1059813-	194.35
			Check Total	194.35
3399 (E)	CITY OF MUSKEGON-WATER DEPT	WATER USE - ACCT # 199340201	110422	5,442.34
		SEWER ACCT # 199342801	110422	57.82
		WATER USE - ACCT # 199340001	110922	28,663.40
			Check Total	34,163.56
3400 (E)	LINDE GAS & EQUIPMENT	ACETELYNE	32579424	50.35
			Check Total	50.35
3401 (E)	PITNEY BOWES INC	POSTAGE MACHINE RENTAL DEC 2022	3316668281	420.33
			Check Total	420.33
3402 (A)	APPLIED INNOVATION	COPY MACHINE SUPPORT	2090235	221.01
			Check Total	221.01
3403 (A)	ASPHALT PAVING, INC.	ASHLAND, GERMAINE, SUMMIT APPROACH	948-22	22,580.00
		CREDIT FOR HOMEOWNER PORTION OF SUMMIT A	948-22CR	(200.00)
			Check Total	22,380.00
3404 (A)	DEJONG CHAD	DENTAL/VISION REIMBURSEMENT	111622	307.54
			Check Total	307.54
3405 (A)	MUSKEGON CENTRAL DISPATCH 911	PHONE/NETWORK FEES 2023	2200001371	1,812.80
		PHONE/NETWORK FEES 2023 PD	2200001372	1,283.70
			Check Total	3,096.50
3406 (A)	MUSKEGON CNTY TREASURER	DOG LICENSES	0000193797	179.00
		WASTE WATER/BOND PMTS	WWUB103122	32,900.00
			Check Total	33,079.00
3407 (A)	WEST MICHIGAN UNIFORM	DPW UNIFORMS	5683761	50.00
		DPW UNIFORMS	5685630	50.00


CITY OF ROOSEVELT PARK

A Proud Community
 900 OAK RIDGE ROAD
 ROOSEVELT PARK, MI 49441
 (231) 755-3721

COUNCIL LIST

Thursday, December 01, 2022

CHECK NUMBER	VENDOR NAME	DESCRIPTION	Invoice #	INVOICE AMT
			Check Total	100.00
3408 (A)	WINDEMULLER	TRAFFIC SIGNAL MAINTENANCE NOV	224317	300.00
			Check Total	300.00
3409 (A)	WISNIEWSKI, ANN	DENTAL REIMBURSEMENT	DENTAL111522	402.38
			Check Total	402.38
			Report Total	99,512.01



**CITY OF ROOSEVELT PARK
CITY COUNCIL MEETING
December 5, 2022**

Item: Election of Mayor and Mayor Pro Tem	Date: December 5, 2022
Summary: Section 3.12 of the City Charter requires at the first meeting in December each year, the City Council will elect one of its members to serve as the Mayor and one of its members to serve as the Mayor Pro Tem.	
Financial Impact: None.	
Recommendation: To elect the Mayor and Mayor Pro Tem.	
Signature:	Title: City Manager

POLICY FOR SELECTION OF MAYOR AND MAYOR PRO-TEM

The City Clerk will call the meeting to order and will chair the meeting up to the nomination and election of Mayor. At that point, the City Clerk and the Mayor will switch seats.

CITY CLERK “Nominations are now in order for the office of Mayor of the City of Roosevelt Park for a term expiring in November, ____ .

COUNCIL MEMBER: “I nominate _____ for the office of Mayor. (Note: no second is required, but may be submitted)

CITY CLERK “The name of _____ has been placed in nomination for Mayor. Are there any further nominations for the office of Mayor?”

This step is repeated until there are no further nominations.

CITY CLERK “Are there any further nominations for the office of Mayor? There being none, the nominations are closed”.

****Voting is held on each candidate, in the order of the nomination. The first candidate to receive a majority vote of Council (at least 4 yeas) is declared elected, and no further candidate is voted upon.

CITY CLERK “The following persons have been nominated to the office of Mayor (List in order nominated)

Those in favor of _____ for Mayor for the City of Roosevelt Park for a term expiring November, ____... (Do a roll call vote)

CITY CLERK (If 4 yes votes are submitted) “A majority of yes votes being received, _____ is elected Mayor of the City of Roosevelt Park.

(If less than 4 yes votes are submitted)... “A majority vote not being received, those in favor of _____ (next candidate as nominated) for Mayor of the City of Roosevelt Park for a term expiring November, ____... (Do a roll call vote)

MAYOR PRO-TEM The same procedure is used.

If no candidate for an office received a majority vote, no one is elected to that office and the process is repeated. If deadlock continues, a 15 minute recess may give the members time to “caucus”. One candidate may wish to withdraw, freeing up deciding votes.

The Mayor and Mayor Pro-Tem will be seated after the selection process is completed and the oath of office is administered and will chair the remainder of the meeting.



CITY OF ROOSEVELT PARK CITY COUNCIL MEETING December 5, 2022

Item: Annual Appointment of City Officers-2023	Date: December 5, 2022
<p>Summary: City Officers are appointed annually by the City Council. As required by Section 5.2 of the City Charter, the “appointive officers of the City shall be appointed” by the City Council at their first regular meeting in December. As such, the appointed staff will receive a Cost of Living (COLA) increase in the amount of the 3.5% for FY 2023 which was approved in the FY 2023 budget by the City Council.</p> <p>COLA increases were budgeted back in September however they are nowhere near the 2022 inflation rate of 7.7% or the Federal 2023 Social Security rate adjustment increase of 8.2% in which both numbers have typically been utilized in past years as a comparison.</p> <p>Current City Officers up for appointment are the following:</p> <p>City Clerk – Ann Wisniewski City Treasurer – Kate Dibble Chief of Police – Shawn Bride Superintendent of Public Works – Ben VanHoeven City Manager – Jared Olson Fire Chief – City of Norton Shores Fire Dept. (contract) City Attorney – John Schrier/Parmenter Law</p> <p>The City Manager has completed annual employee evaluations on the aforementioned Department Heads and is recommending their reappointment for the upcoming year.</p>	
Financial Impact: Already approved in Fiscal Year 2023 budget.	
Recommendation: To approve the entire slate of staff appointments as presented and proposed for 2023.	
Signature:	Title: City Manager



CITY OF ROOSEVELT PARK CITY COUNCIL MEETING December 5, 2022

Item: Meeting Dates for 2023-Council Approval	Date: December 5, 2022
<p>Summary: The attached represents the proposed 2023 Calendar of Meetings. The Charter states that regular meetings shall be set by the Council at its yearly organizational meeting. The following list includes the date changes that are moved due to the fact that the first or third Monday is recognized as a federal holiday and City Hall is closed. This also reflects the move of the first meeting of July to the week following Independence Day. The November meetings are moved to the Monday following the election and the second meeting of the month being on the 27th.</p> <p>The schedule represents City Council meetings on the first and third Monday of each month at 6:15 p.m. (unless noted as a recognized holiday and City Hall is closed); the Planning Commission meetings on the fourth Monday of each month at 6:00 p.m.; the Zoning Board of Appeals meetings on the second Wednesday of each month at 7:00 p.m.; the DDA meetings are the second Monday of each month at 12:00 noon.</p> <p>The new Roosevelt Park Recreation and Parks Commission will be seated in December and in January will begin meeting for the first time. The first task is to create their annual meeting schedule and recommend its approval to the City Council.</p>	
Financial Impact: None.	
Recommendation: To approve the attached Meeting Schedule for 2023 as presented.	
Signature:	Title: City Manager



CITY OF ROOSEVELT PARK 2023 MEETING SCHEDULE

***City Council Meetings: Work Session: 6:15 p.m., Council Meeting: directly following work session, Zoning Board of Appeals and Planning Commission: 6:00 p.m., DDA at 12:00 noon.
Special meetings will be scheduled and posted as needed.***

January

- 9 City Council Meeting
- 9 DDA Meeting
- 11 Zoning Board of Appeals
- 16 City Council Meeting
- 23 Planning Commission Meeting

February

- 6 City Council Meeting
- 13 DDA Meeting
- 15 Zoning Board of Appeals
- 20 City Council Meeting
- 27 Planning Commission Meeting

March

- 6 City Council Meeting
- 13 DDA Meeting
- 15 Zoning Board of Appeals
- 20 City Council Meeting
- 27 Planning Commission Meeting

April

- 3 City Council Meeting
- 10 DDA Meeting
- 12 Zoning Board of Appeals
- 17 City Council Meeting
- 24 Planning Commission Meeting

May

- 1 City Council Meeting
- 8 DDA Meeting
- 10 Zoning Board of Appeals
- 15 City Council Meeting
- Planning Commission (No Meeting)

June

- 5 City Council Meeting
- 12 DDA Meeting
- 14 Zoning Board of Appeals
- 19 City Council Meeting
- 26 Planning Commission Meeting

July

- 10 City Council Meeting
- 10 DDA Meeting
- 12 Zoning Board of Appeals 19
- 17 City Council Meeting
- 24 Planning Commission Meeting

August

- 7 City Council Meeting
- 14 DDA Meeting
- 16 Zoning Board of Appeals
- 21 City Council Meeting
- 28 Planning Commission Meeting

September

- 5 City Council Meeting (Tuesday)
- 11 DDA Meeting
- 13 Zoning Board of Appeals
- 18 City Council Meeting
- 25 Planning Commission Meeting

October

- 2 City Council Meeting
- 9 DDA Meeting
- 11 Zoning Board of Appeals 18
- 16 City Council Meeting
- 23 Planning Commission Meeting

November

- 13 City Council Meeting
- 13 DDA Meeting
- 15 Zoning Board of Appeals
- 27 City Council Meeting
- Planning Commission Meeting (no meeting)

December

- 4 City Council Meeting
- 11 DDA Meeting
- 13 Zoning Board of Appeals 20
- 18 City Council Meeting
- Planning Commission (No meeting)

All meetings are held at City Hall, 900 Oak Ridge Road in the Council Chambers.



**CITY OF ROOSEVELT PARK
CITY COUNCIL MEETING
December 5, 2022**

Item: Set Ad Hoc Senior Millage Committee Meeting	Date: December 5, 2022
The next meeting date and time for the Committee Meeting is needed. Staff is recommending a date be set for the first half of January as to kick off the 2023 planning.	
Financial Impact: None	
Recommendation: Set a time and date for the next Ad Hoc Senior Millage Committee meeting.	
Signature:	Title: City Manager



CITY OF ROOSEVELT PARK CITY COUNCIL MEETING December 5, 2022

Item: Commercial Property and Liability Insurance Coverage	Date: December 5, 2022
<p>Summary: The City has received the following quote to provide commercial liability and property insurance coverage in 2023. The amounts reflect the annual premiums as quoted and if an investment dividend was credited.</p> <p style="text-align: center;">2021-\$44,202 (\$5 million liability coverage) 2022-\$43,524 (\$5 million liability coverage)</p> <ul style="list-style-type: none">• Dividend refund of \$678 <p style="text-align: center;">2023-\$44,901 (\$5 million liability coverage)</p> <ul style="list-style-type: none">• Dividend refund of \$920	
<p>The City of Roosevelt Park is currently covered with the MML Property and Liability Pool and the coverage and claims experience has been very strong. The full coverage breakdowns are included for your review and staff will highlight both along with some minor changes in the proposals from last year. The largest changes are compensated absences payouts and the addition of nine acres of property to our general coverage (1367 W. Sherman Street).</p>	
<p>The total property and liability insurance premium post-dividend is under budget by \$19 and is still hundreds of dollars less than our overall premium cost in 2021.</p>	
<p>Financial Impact: The City has \$44,000 budgeted for this expense in Fiscal Year 2023 which makes the annual premium under budget.</p>	
<p>Recommendation: The City Council review and approve the coverage proposal for the upcoming 2023 year.</p>	
Signature:	Title: City Manager



michigan municipal league

Liability & Property Pool

Renewal Summary

for the

City of Roosevelt Park

Connie M. Monson
MML Liability & Property Pool
(877) 370-8892

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This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool has been a stable source of comprehensive municipal insurance and risk management services since 1982. It is financially secure and positioned for long-term stability. The **City of Roosevelt Park** has been a Pool member since **January 1, 2021**.

The Pool staff is made up of municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This renewal summary is based on the the limits of coverage requested by the **City of Roosevelt Park** Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this summary are being offered to the **City of Roosevelt Park** for an annual premium of **\$44,901**.

When compared to last year's cost of \$43,524 it represents a premium increase of **\$1,377 or 3.1%**. This increase is primarily due to City payrolls increasing \$136,479.

2023 MML Dividend - Board of Trustees voted to return another post-renewal dividend for Members renewing in 2022. The **City of Roosevelt Park** estimated dividend return is **\$920**. Actual dividend amounts will not be completed until year end. The City will receive this dividend in the month following payment of your 2023 renewal premium.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

Introduction

What You Can Expect Of Us

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

- | | |
|--------------------------------|----------------------------------|
| ✓ 433 Public Entity Members | ✓ 195 Water Utilities |
| ✓ 139 Fire Departments | ✓ 218 Sewer Utilities |
| ✓ 170 Law Enforcement Agencies | ✓ 24 Municipal Marinas |
| ✓ 2,195 Police Officers | ✓ \$5 Billion of Property Values |
| ✓ 5,772 Miles of Streets/Roads | ✓ 206 Water Service Operations |
| ✓ 6,950 Vehicles | ✓ 17 Dams |
| ✓ 16 Electric Utilities | |

These local communities are current Pool members:

City of Norton Shores
City of Fremont
City of Muskgon Heights

MML RATING WORKSHEET ALL SIZE ACCOUNTS

MUNICIPALITY: Roosevelt Park, City Of **CUST#:** 5001850 **EFF DATE:** 1/1/2023 **RATING DATE:** 11/28/2022 **POPULATION:** 3,831 **PAYROLL:** \$1,086,707

CATEGORY	CODE	RATE	BASIS	EXPOSURE BASE	MANUAL PREMIUM	DEDUCT CREDIT	EXPER FACTOR	SCHED CREDIT	POOL PREMIUM	PREMIUM SUMMARY
Police	Deductible:			0						\$8,092
Class A & B		1360.00	1	7	9,520	1.00	1.000	0.850	8,092	
E & O	Deductible:			0						\$8,036
Payroll		0.87	100	1,086,707	10,867	1.00	1.000	0.850	8,036	
CGL	Deductible:			0						\$6,605
Payroll (Workers Com		0.62	100	1,086,707	6,738	1.00	1.000	0.750	5,053	
Fire Damage		0.00	1	100,000	0		1.000	1.000	0	
Marina Operators						1.00	1.000	1.000	0	
Sewer Back Up Cover		15.50	1	3,831	1,552	1.00	1.000	1.000	1,552	
PROPERTY/Inland	Deductible:			250						\$5,340
Building		1.15	1,000	3,507,000	4,033	1.00	1.000	0.850	3,428	
Contents		1.15	1,000	362,000	416	1.00	1.000	0.850	354	
Property in the Open		1.15	1,000	752,400	865	1.00	1.000	0.850	735	
Accounts Receivable		1.15	1,000	250,000	173		1.000	0.500	86	
Electronic Data Proce		1.15	1,000	100,000	86		1.000	0.500	43	
Contractors Equipmer		1.15	1,000	408,484	470	1.00	1.000	0.850	399	
Voting Machines		1.15	1,000	24,640	28	1.00	1.000	0.850	24	
Flood		0.07	1,000	3,869,000	271	1.00	1.000	1.000	271	
CRIME										\$75
Employee Dishonesty		0.25	1,000	100,000	0		1.000	1.000	25	
MoneySecurities Insid		5.00	1,000	100,000	975		1.000	1.000	0	
MoneySecurities Outs		5.00	1,000	100,000	975		1.000	1.000	0	
Money Order		0.25	1,000	100,000	49		1.000	1.000	0	
Deposit Forgery		0.20	1,000	100,000	39		1.000	1.000	0	
Fidelity Bond A		0.25	1,000	100,000	0		1.000	1.000	25	
Fidelity Bond B		0.25	1,000	100,000	0		1.000	1.000	25	
Computer Fraud		0.00	1,000	100,000	0	1.00	1.000	1.000	0	
Funds Transfer Fraud		0.00	1,000	100,000	0	1.00	1.000	1.000	0	
Impersonation Fraud		0.00	1,000	100,000	0	1.00	1.000	1.000	0	
AUTO	# OF AUTOS:			17						\$9,204
Liability		222.00	1	13	2,886	1.00	1.000	0.700	2,015	
Liability		236.00	1	4	944	1.00	1.000	0.700	660	
Phys Damage(COMP'		81.00	1	13	1,053	1.00	1.000	0.700	741	
Phys Damage(COMP'		87.00	1	2	174	1.00	1.000	0.700	122	
Phys Damage(COLL)		210.00	1	2	420	1.00	1.000	0.750	316	
Phys Damage(COLL)		226.00	1	1	226	1.00	1.000	0.750	170	
Phys Damage(COLL)		205.00	1	7	1,435	1.00	1.000	0.750	1,078	
Phys Damage(COLL)		218.00	1	2	436	1.00	1.000	0.750	328	
Phys Damage(COLL)		200.00	1	4	800	1.00	1.000	0.750	600	
Phys Damage(COLL)		213.00	1	1	213	1.00	1.000	0.750	160	
Uninsured Motorist		0.00	1	17	0	1.00	1.000	0.700	0	
Mini Tort			1	17			1.000	0.700	Included	

MML RATING WORKSHEET ALL SIZE ACCOUNTS

MUNICIPALITY: Roosevelt Park, City Of **CUST#:** 5001850 **EFF DATE:** 1/1/2023 **RATING DATE:** 11/28/2022 **POPULATION:** 3,831 **PAYROLL:** \$1,086,707

CATEGORY	CODE	RATE	BASIS	EXPOSURE BASE	MANUAL PREMIUM	DEDUCT CREDIT	EXPER FACTOR	SCHED CREDIT	POOL PREMIUM	PREMIUM SUMMARY
AUTO			# OF AUTOS:	17						\$9,204
MCCA Per Vehicle		86.00	1	17	1,462	1.00	1.000	0.700	1,462	
PIP Factor		80.00	1	17	1,360	1.00	1.000	0.700	1,360	
Agreed Value Amount		0.35	100	2	174	1.00	1.000	0.700	192	
Hired/Non-Owned									0	
Emp Benefits			Deductible:	0						\$0
Emp Benefits		1.00	1	1,000,000	1		1.000	1.000	0	
EXCESS LIMITS										\$7,549
Excess Limits-1MMx1									3,049	
Excess Limits-3MMx2									4,500	
TOTAL PREMIUM										\$44,901

Your Team of Experts



Connie Monson
MML Account Executive
(877) 370-8892



Michael J. Forster
Pool Administrator
(734) 669-6340



Joan Opett
(248) 204-8579



Katelyn Petracca
(248) 204-6160

Customer Service Representatives



Christopher Flechsig
Claims Supervisor
(810) 844-8146



Rod Pearson
Loss Control Supervisor
(248) 204-8036

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
 - ✓ Safety aspects of emergency vehicle operations
 - ✓ Accident investigation for supervisors
 - ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

The City of Roosevelt Park Has . . .

- ✓ \$4,621,400 of total values for real and personal property
- ✓ \$1,086,707 Annual Payroll
- ✓ 7 Law Enforcement Officers
- ✓ 17 Vehicles
- ✓ 2 Police vehicles with Agreed Value

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive.

Highlights of Coverages Provided

Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events **excluding** -
 - Fireworks (unless endorsed)
 - Liquor Liability
 - Mechanical Amusement Rides
- ✓ Fire legal liability for real property
- ✓ Ambulance and EMT malpractice

Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):

Annual Aggregate Sublimit	Additional Premium
\$500,000	Yes
\$1,000,000	Yes
2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):

NO ADDITIONAL PREMIUM

- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Cyber Liability and Data Breach Response Coverage – as described on MMLCYD (09/17)

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Expected or intended injury
- ✓ Breach of contract
- ✓ Failure of dams (unless endorsed)
- ✓ Backup of Sewers and Drains (**exception -- \$100,000 Annual Aggregate Sublimit for Sewer and Drain Liability**)
- ✓ Aircraft Liability – (Unless Endorsed -- Limited Coverage for Unmanned Aircraft—MML236)
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians
- ✓ Criminal activity--Intentional acts w/knowledge of wrongdoing

Cyber Liability and Data Breach Response Coverage

- ✓ Information Security and Privacy Liability
- ✓ Privacy Breach Response Services
- ✓ Regulatory Defense and Penalties
- ✓ Website Media Content Liability
- ✓ PCI Fines, Expenses and Costs
- ✓ Cyber Extortion
- ✓ First Party Data Protection
- ✓ First Party Business Interruption

Public Officials Liability Coverage

“Wrongful Acts”, including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials’ liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual’s right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Violation of civil rights
- ✓ Jail operations
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy
- ✓ Assault or battery
- ✓ Improper service of suit
- ✓ Coverage assumes officers act with intent

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file" avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only one deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds
- ✓ Computer Fraud
- ✓ Funds Transfer Fraud

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control consultants
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Online Services

www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
 - ✓ Risk Control Solutions
 - ✓ Safety & Health Manual
 - ✓ Risk Management is Good Management Program
 - ✓ Law Enforcement Newsletters
 - ✓ Access to Safetysurance website -- <http://www.safetysurance.com/>
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.



**CITY OF ROOSEVELT PARK
CITY COUNCIL MEETING
December 5, 2022**

Item: Engineering Proposal for Maple Grove Project	Date: December 5, 2022
<p>Summary: While we finally embark on the construction portion of the 2023 Glenside Redevelopment project, staff is already looking forward to the next project in line. As of now, the next Major Street Fund project is going to be the complete resurfacing of Maple Grove from Broadway to Norton for the 2025 construction year. This is already grant funded in the amount of \$232,000 by state and federal STUL funding.</p> <p>As such preliminary design engineering is needed for the project which would typically happen the year before construction which would be 2024 in this case. However, staff is recommending that it be completed in 2023 due to the significant funding changes and extra allocations that have occurred throughout our regional planning district in the last two years. This gives us a chance to move the project forward or fund additional projects earlier in program years.</p> <p>The DPW Superintendent has received a quote from engineers, Prein and Newhof, who have completed several excellent projects within Roosevelt Park within the past decade to complete the preliminary engineering. This will create a “shelf ready” project that can be moved forward in funding years if additional opportunities arise. If not, the completed engineering will be utilized for the already funded 2025 program year.</p>	
<p>Financial Impact: \$18,300 which would be a FY 2023 expense. This is significantly offset by the additional and unbudgeted 2023 STUL funding in the amount of \$267,000 for Glenside Boulevard.</p>	
<p>Recommendation: To approve the proposal and service agreement with Prein and Newhof for engineering services as presented for the upcoming Maple Grove Reconstruction project and authorize the City Manager to sign the attached proposal.</p>	
Signature:	Title: City Manager

November 8, 2022

Mr. Jared Olson, City Manager
City of Roosevelt Park
900 Oak Ridge Road
Roosevelt Park, MI 49441

Re: Professional Engineering Services Proposal for Maple Grove Road Resurfacing

Dear Jared:

We are pleased to have the opportunity to provide this proposal for engineering services for the milling and resurfacing of Maple Grove Road between Norton and Summit. We propose to prepare this in a log format with 8-1/2" x 11" size detail sheets rather than full size 24" x 36" construction plans, which is allowed by MDOT for low complexity projects like this.

Our proposed scope of work for the design phase will include design phase services only and will include the following:

- Preliminary design meeting with city
- Prepare construction plans in Log format (8-1/2" x 11" size plans)
- Prepare MDOT Special Provisions
- Complete pavement design using MDOT Guides
- Review pavement cores to verify subbase and design requirements
- Design sidewalk ADA ramps to meet current standards
- Prepare MDOT programming application (including environmental clearances)
- Design review meeting with city
- Attend Grade Inspection meeting
- Coordinate with MDOT to prepare contract documents
- Respond to questions during bidding and review bids (advertising and bidding is conducted by MDOT)

Note: Assumes no utility, manhole, or curb and gutter replacements needed.
Assumes city will order pavement cores to verify pavement thickness.

Because this project is being constructed partially with MDOT funds, it must follow the Local Agency Program schedule. It will be challenging to meet MDOT's schedules for FY 2023 funding, so we would need to know as soon as possible if this would move into that time frame.

We propose to perform the proposed professional services at our normal hourly rates plus expenses billed monthly with the total not-to-exceed **\$18,300** based on our estimate of time and materials in

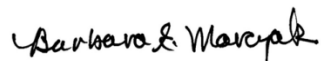
Mr. Jared Olson
November 8, 2022
Page 2

the attached fee worksheet. This does not include construction phase services. We can provide an estimate for that once the project is bid.

If this is acceptable, please sign and return the Professional Services Agreement to us and let us know if you have any questions.

Sincerely,

Prein&Newhof

A handwritten signature in black ink that reads "Barbara E. Marczak". The signature is written in a cursive style with a large initial 'B'.

Barbara E. Marczak, P.E.

C: Ben VanHoven, w/encl.

Enclosure: Estimated Professional Fee
Professional Services Agreement

Professional Fees Worksheet- MDOT Local Agency Project - Log Job

Maple Grove - Summit to Norton 2700 feet

<i>Staff Member</i>	Sen Proj Man II	Engineer	Sen Proj. Man.	Senior Tech.	Construction	Clerical	Sub-contracts	Mileage	Total Cost
	BM/JW	JV	DS	CAD	observer	MVK			
Design Engineering									
Preliminary design meeting	2	2	2					15	\$900
Collect and review information		2	2						\$600
Pavement cores and hand auger borings - admin only		2							\$200
Pavement design	2	2	2						\$900
CCTV storm sewer - NA									\$0
ADA ramps		8		5					\$1,700
Detour, maintenance of traffic, pavement markings, and signage		2	2	4					\$1,200
Prepare construction plans in Log format		4		18					\$3,200
Special Provisions and Details for Log Bidding Package	1	4	1	6		3			\$2,000
Design Review Meeting (80%) w/ City	2	2	2					15	\$900
MDOT Programing Application		2	4						\$900
Historical and Environmental Clearances		10							\$1,200
Crash Analysis as required by MDOT		4							\$500
Permit Applications (Soil Erosion)		2							\$200
Revisions from city review		2		2					\$500
Final Engineer's Estimate		2		2					\$500
Quality Assurance Review	1	1	1						\$500
Grade Inspection Meeting		2	2					15	\$600
Revisions from GI Meeting		6		3					\$1,200
Bidding Assistance			4						\$600
Total	8	59	22	40	0	3	\$0	45	\$18,300

Project No.

Professional Services Agreement

This Professional Services Agreement is made this 8th day of November, 2022 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 3355 Evergreen Drive NE, Grand Rapids, MI 49525, and City of Roosevelt Park (“Client”), of 900 Oak Ridge Road, Roosevelt Park, MI 49441.

WHEREAS Client intends to:

Professional Engineering Services Proposal for Maple Grove Road Mill and Resurface - Norton to Summit

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For P&N

Name: Barbara E. Marczak, P.E.

Title: Team Leader

Phone Number: 231-798-0101

Facsimile Number: 231-798-0337

E-Mail Address: bmarczak@preinnewhof.com

For Client

Name: Mr. Ben VanHoeven

Title: DPW Superintendent

Phone Number: 231-755-3721x1955

Facsimile Number: 231-755-1447

E-Mail Address: bvanhoeven@rooseveltpark.org

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

P&N Standard Terms and Conditions for Professional Services

P&N Proposal dated, November 8, 2022

P&N Standard Rate Schedule

P&N Supplemental Terms and Conditions

Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated, November 8, 2022
- Scope of Services defined as follows:

INSERT SCOPE OF SERVICES

ARTICLE 4 – COMPENSATION:

- Lump Sum for Services Described in Article 3 above - \$.

Additional services to be billed per P&N’s Standard Rate Schedule in effect on the date the additional services are performed.

- Hourly Billing Rates plus Reimbursable Expenses per P&N’s Standard Rate Schedule in effect on the date services are performed.
- Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

None (bm)

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified, or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Accepted for:

Prein&Newhof, Inc.

City of Roosevelt Park

By: _____

By: _____

Printed Name: Barbara E. Marczak

Printed Name: Jared Olson

Title: Team Leader

Title: City Manager

Date: November 8, 2022

Date: _____

Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** - Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

G. Client Responsibilities

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site

which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.

4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
 2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
 3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by a third party.
- W. Fee Escalation** - Proposed fees include a three percent (3%) per year cost of living adjustment. Should CPI increase by more than 3% in a year, Engineer reserves the right to adjust fees at the beginning of the following year by the amount of the prior year CPI increase.

City of Roosevelt Park

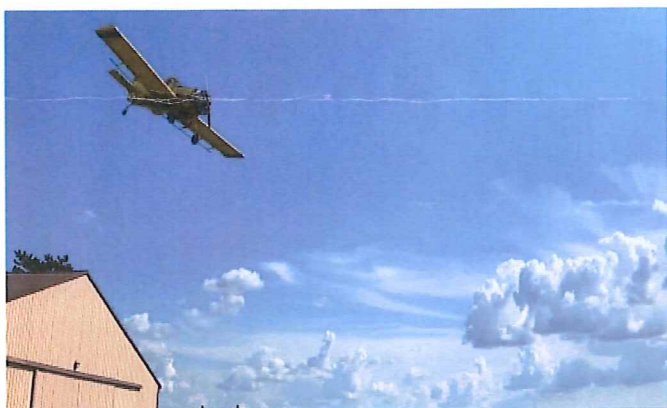
A Proud Community

Informational Updates

The following documents are informational updates and documents relating to our community. They are for your information only and no action is requested.

2022 GROWING SEASON

The Trivapro Bomber releases his load on a field of corn. We also dubbed the pilot the “Yellow Baron” on account of his bright yellow plane. He caught the attention of neighbors, a few of whom called our office with questions.



MOSQUITO CREEK TRAILS

On August 20 the Mosquito Creek Trails were the venue for the Brainsy Day Trail Run, an annual trail run to raise money for the benefit of those impacted by hydrocephalus (otherwise known as water on the brain). A little light rain in the morning didn’t dampen the trails too much and most certainly did not dampen the spirits of the participants. One of the highlights of the race was the crossing of the finish line by Junior

Pruitt, a young boy who still has a shunt for hydrocephalus. In his short existence, he’s had more than thirty surgeries. He was pushed by his mother on his trike over the 5k course, but when they reached the last 15 feet before the finish line, his mother unstrapped him from the trike. She held one of Junior’s hands and another adult held the other, and junior walked the rest of the way to the finish line, a real winner!



J STATION REPLACEMENT

Old J Station is no more! The contractor began demolition of the building on September 27th, and the final pieces of the structure were removed from the site the next day. After demolition we complete, the contractor finished the underground piping for the yard sprinkler system and put in the sidewalks and driveway.



Dear Municipal Official,

Many communities have recently held local elections and welcomed new officials to their team. To help these new officials get off to the best start, the League offers specialized Newly Elected Officials (NEO) training.

Training covers core topics that will help educate first-time elected officials, as well as seasoned officials, on basic functions such as:

- Overview of basic local government
- Roles and responsibilities of local elected officials
- Open Meetings Act (OMA)
- Freedom of Information Act (FOIA)
- Government finance
- Introduction to League services
- Panel discussion with seasoned elected officials

The course will be held in a variety of locations across the state, as well as virtually:

- Nov. 30 – Lansing
- Dec. 8 and 15 – Virtual
- Jan. 12 – Ann Arbor
- Jan. 21 – Virtual

Please share this information with any newly elected officials in your community. To register, please visit www.mml.org/events/calendar.htm.

We hope to see your newly elected officials at an upcoming training!

Sincerely,



Kelly Warren
Director, Equity and Member Engagement

We love where you live.





To Whom it May Concern:

We are an established electrical contracting company in the greater Muskegon area. We would like to offer recognition to the electrical inspector in your jurisdiction. Jeff Johnson is an upstanding inspector who leads with character and integrity. He manages his schedule across many areas with extremely high accuracy, displays an appropriate amount of trust and grace, but always enforces high expectations. It is a pleasure to work in an area that is led by a professional like Jeff.

We know that we always appreciate when our company receives good feedback, and wanted to make sure that Jeff and the people around him are aware of our appreciation for his service in our community.

Thank you,

A handwritten signature in purple ink that reads "Joe & Katie". The signature is written in a cursive, flowing style.

Joe & Katie Cutshall
Amp Electric West MI
231.788.1988
info@ampelectricwestmi.com

HOLIDAY MEAL

Thursday December 15th, 2022

AgeWell Services of West Michigan along with The DTE Energy Foundation, Senior Resources and C.A.L.L 211 invites seniors 60+ years old to a special holiday meal.

Join us at one of our 9 meal site locations throughout Muskegon and Ottawa counties. To find a location nearest you visit www.agewellservices.org or call 211 via landline or 231-733-1155 (Monday - Friday 9 am - 4 pm).

Reservations are required. Space is limited.

*Please call to reserve your seat between
November 14-December 9.*

Donations are encouraged to help provide this special meal to more people.

MENU

Cranberry Brie Stuffed Chicken Breast, Mashed Potatoes and Gravy, Chunky Applesauce with Cinnamon, Prince Charles Veggies, Dinner Roll/Butter, and Dessert



AgeWell Services of West Michigan
275 W Clay Ave, Suite 100
Muskegon, MI 49440
www.agewellservices.org





**City of Roosevelt Park
Muskegon County Senior Millage Municipality Allocation
FY2122 Metrics Report**

Between Oct 1, 2021 – Sep 30, 2022 (FY2122), AgeWell Services of West Michigan (AgeWell Services) received a total of \$7,028 from City of Roosevelt Park through their Muskegon County Senior Millage municipality allocation. The total allocation was split in a “Summer of Wellness” series including three Lunch & Learns, a seated yoga series at Tanglewood Park and two sessions of Zumba at the City of Roosevelt Park Community Center.

An additional \$865 was carried over from Oct 1, 2020 – Sep 30, 2021 (FY2021) and used in FY2122.

Please note that there was \$1,040 remaining from FY2122 allocation that will be used between Oct 1, 2022 – Sep 30, 2023 (FY2223).

Lunch & Learns

Lunch & Learns were hosted in May, July and September at the City of Roosevelt Park Community Center. Details of each Lunch & Learn are detailed below –

May 2022

The first Lunch & Learn was held on Thursday, May 19, 2022. 23 of 45 hot meals were served trayed and provided to attendees once attendees chose their seat. 88% of attendees were City of Roosevelt Park residents. The remaining 22 hot meals were provided as to-go meals for attendees once the Lunch & Learn was finished. Hot meals were trayed and served once participants chose their seat. The menu was old fashioned meatloaf and gravy, mashed potatoes, peas, Normandy vegetable blend, diced peaches, sweet bread and butter, a special dessert from Ryke’s Bakery and drinks (milk, water and coffee).

The learn portion was a presentation from Margaret Sass-Simon, who is an audiologist with the [Hearing Wellness Center](#) in Norton Shores, MI. Attendees were able to learn about the importance of ear and hearing health in ensuring older adults can hear as well as possible.

July 2022

The second Lunch & Learn was held on Thursday, July 28, 2022. 32 older adults attended, with 71% of attendees City of Roosevelt Park residents. 32 of 41 hot meals were served congregate style by City of Roosevelt Park City Council members. The remaining nine hot meals were trayed up as to-go meals for attendees. The menu was roast beef and gravy, mashed potatoes, cali vegetable blend, green beans, fruit yogurt, wheat roll / margarine, a special dessert and drinks (milk, water and coffee).

**City of Roosevelt Park
Muskegon County Senior Millage Municipality Allocation
FY2122 Metrics Report Continued**

July 2022 con't.

The learn portion was a [SafeSeniors](#) presentation titled “Not Everyone is A Friend”. Chris Burnaw, SafeSeniors Coordinator, presented information on the SafeSeniors program, how to spot scammers and how to protect themselves and others.

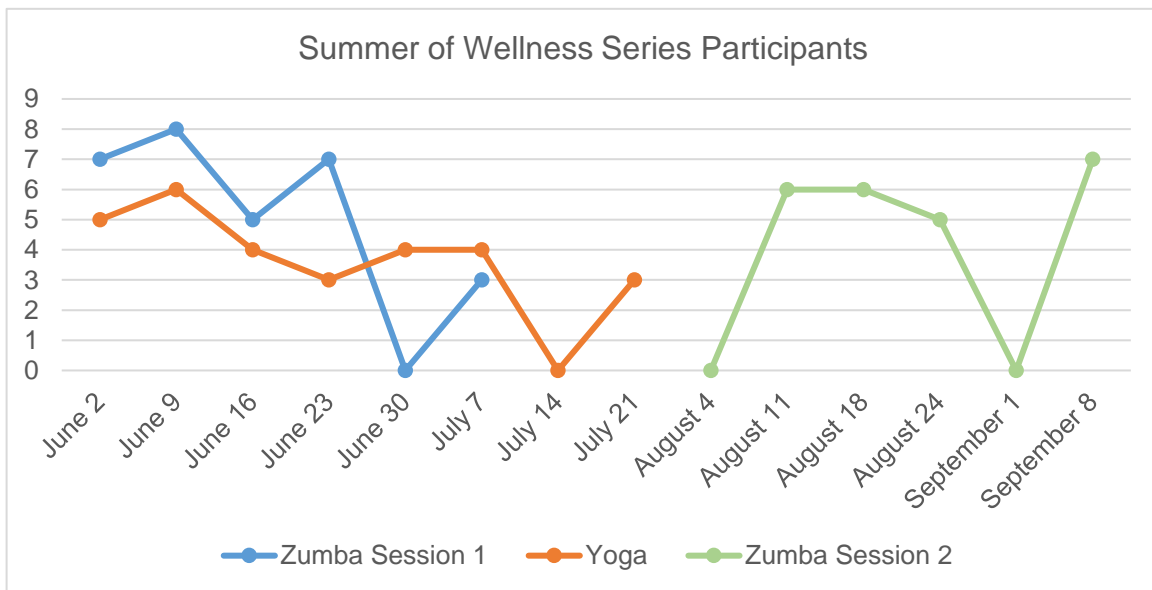
September 2022

The final Lunch & Learn was held on Tuesday, September 27, 2022. 27 older adults attended, with 100% of attendees City of Roosevelt Park residents. 27 of 45 hot meals were served congregate style by City of Roosevelt Park City Council members. The remaining 18 hot meals were trayed up as to-go meals for attendees. The menu was Salisbury steak and gravy with mashed potatoes, peas, fruit cocktail, wheat roll / margarine, a special dessert and drinks (milk, water and coffee).

The learn portion was a presentation from Lisa Sullivan, who is the Information & Referral Specialist with [Disability Network West Michigan](#). Attendees were able to learn about a variety of information including, but not limited to, Muskegon County Senior Millage transportation program, Smart 9-1-1 and emergency preparedness.

Wellness

City of Roosevelt Park residents were able to participate in three separate wellness opportunities. Two 6-week Zumba classes were held at the City of Roosevelt Park Community Center and one 8-week yoga class was held at AgeWell Services’ Wellness Center at Tanglewood Park. Please note that there could be potential duplicates between dates and attendees, as the same attendees attended classes.



Thank You

We are extremely grateful for our partnership with City of Roosevelt Park to extend services to older adults in Muskegon County through our collaborative efforts. We look forward to hopefully partnering again this new fiscal year.

ADDITIONAL STUL TRANSPORTATION FUNDING ADDED TO GLENSIDE PROJECT

ATTACHMENT II

WestPlan FY2023-2026 Transportation Improvement Program

AMENDMENT 4

FY2023 STUL Revenue Adjustment

Job Number	Fiscal Year	Responsible Agency	Project Name	Existing FY23 STUL Funding	HIC	Additional STUL Funding	STUL Flex Funding	Total Fed Funding	Local Cost (participating)	Total Cost	Notes
205318	2023	Ottawa County	Mercury Drive	\$510,000		\$280,000		\$770,000	\$180,000	\$950,000	Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances
205401	2023	Roosevelt Park	Glenside	\$300,000	\$88,594	\$267,395		\$655,989	\$141,849	\$797,838	Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances
205415	2023	Muskegon	Sherman	\$897,000		\$513,000		\$1,410,000	\$352,500	\$1,762,500	Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances
205418	2023	MCRC	Shetler	\$376,000		\$195,200		\$571,200	\$142,800	\$714,000	Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances
205427	2023	Musk Heights	Hackley	\$350,000		\$87,524		\$437,524		\$437,524	Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances
215559	2023	MCRC	Airline (Moved forward)	\$0		\$379,800	\$105,000	\$484,800	\$121,200	\$606,000	Moved from 2024. Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances.
215759	2023	Montague	Wilcox old Channel to Cook (Moved forward)	\$0		\$200,000		\$200,000	\$50,000	\$250,000	Moved from 2026. Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances.
						\$1,902,919	\$105,000				

Other Projects

213713	2023	MDOT	Musketawa Trail	\$13,756				\$13,756		\$13,756	
205428	2023	Whitehall	Wamer Street	\$250,000	\$129,195			\$379,195	\$62,500	\$441,695	Added \$40,602 Small Urban HIP

November
2022

MONTHLY REPORTS



Shawn C. Bride
Chief of Police

Chief's Monthly Summary

In November 2022 we welcomed our newest full-time officer, Ms. Emilee Gaiser, to the Department. Officer Gaiser is currently undergoing orientation and is set to begin the first of four Field Training phases. The initial departmental training an officer receives is some of the most crucial and success determining training that an officer will receive in their entire career. I'm very pleased with the care, detail, effort, and dedication our department Field Training Officers put into training our new officers. We anticipate Ofc Gaiser being sent out on solo patrol sometime in mid-April.

Continued emphasis on pro-active enforcement, increased patrol visibility, efficiency, and thoroughness in operations. Calls for service, enforcement actions, and citizen contacts continue to improve.

We've received excellent support from local businesses and apartment management firms in providing access to video related to criminal incidents and suspicious activities. We are acting as a resource portal and sharing issues between businesses to make positive safety changes and identify problems before they have a chance to arise.

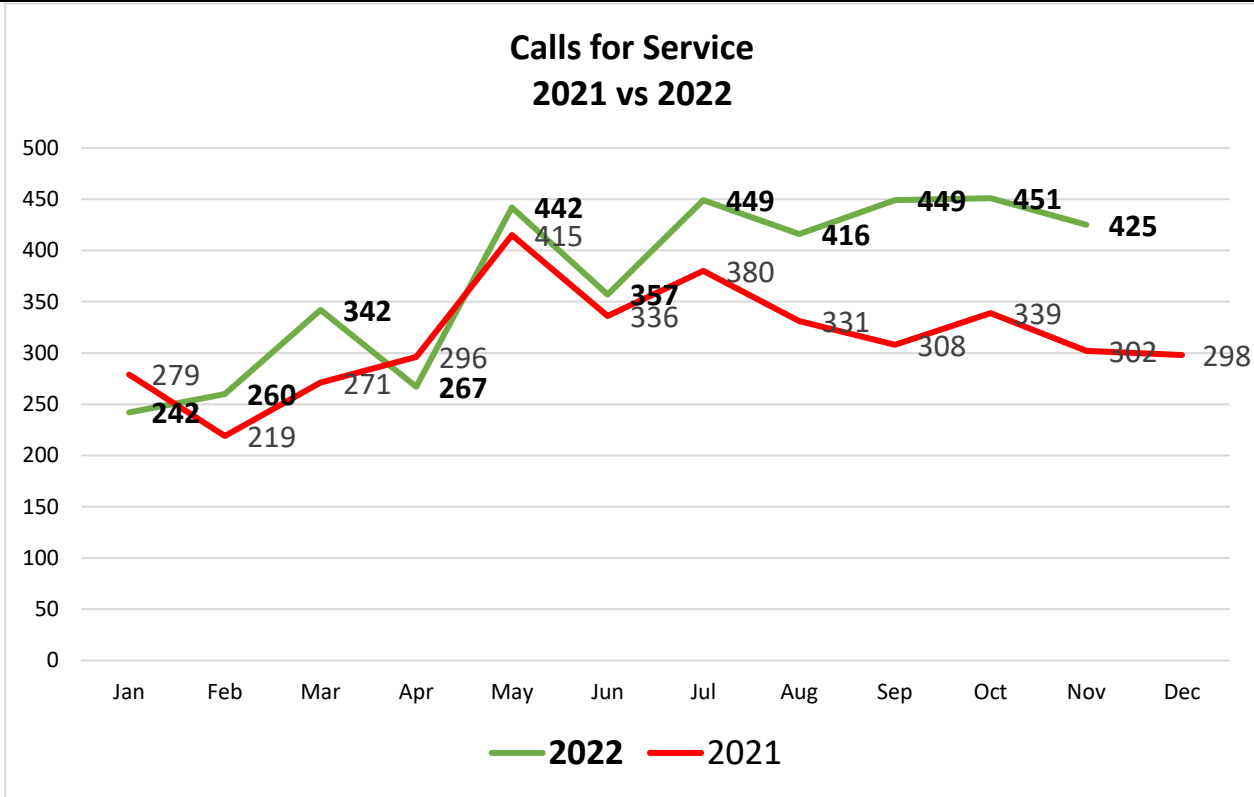
Important professional training continues as Officer Heaton attended speed Radar training. We are seeking training opportunities to bring needed resources into the Department's "toolbox." Upgrades to use of force, firearms, and medical first responder training are in the works.

As always, thanks once again for your support and your trust in us. I hope you find these monthly reports useful and informative. And, as always, we work to provide you with "Roosevelt Park Excellence."

Shawn Bride,
Chief of Police

Calls for Service:

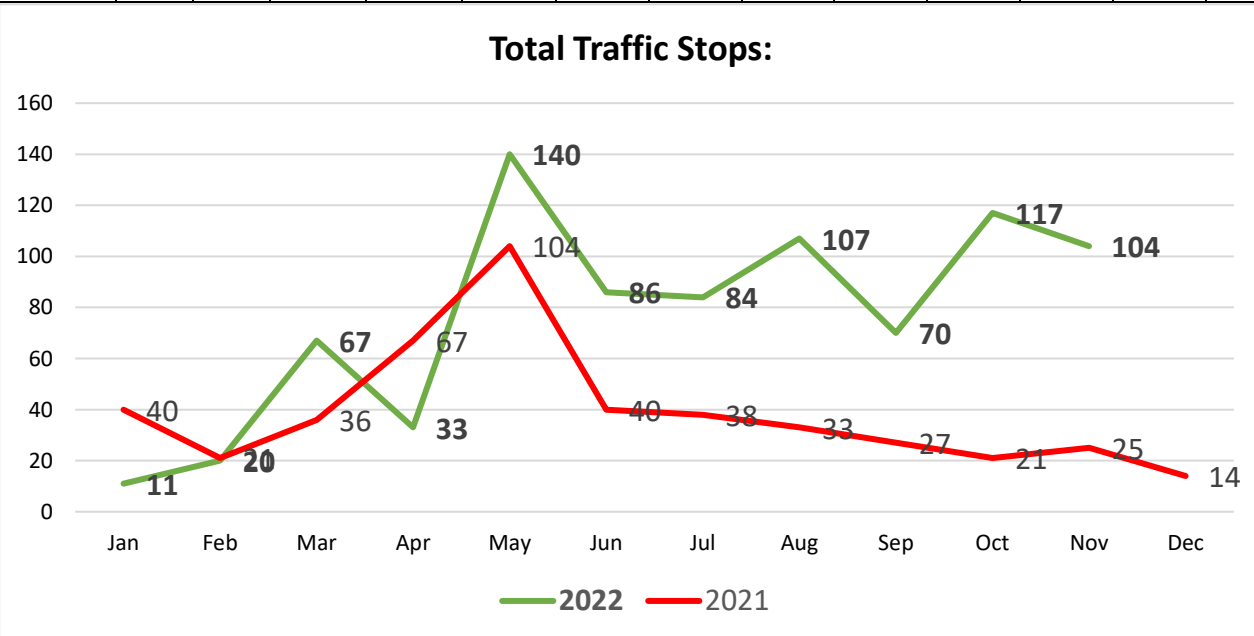
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	242	260	342	267	442	357	449	416	449	451	425		4100
2021	279	219	271	296	415	336	380	331	308	339	302	298	3774



Traffic Safety Activities

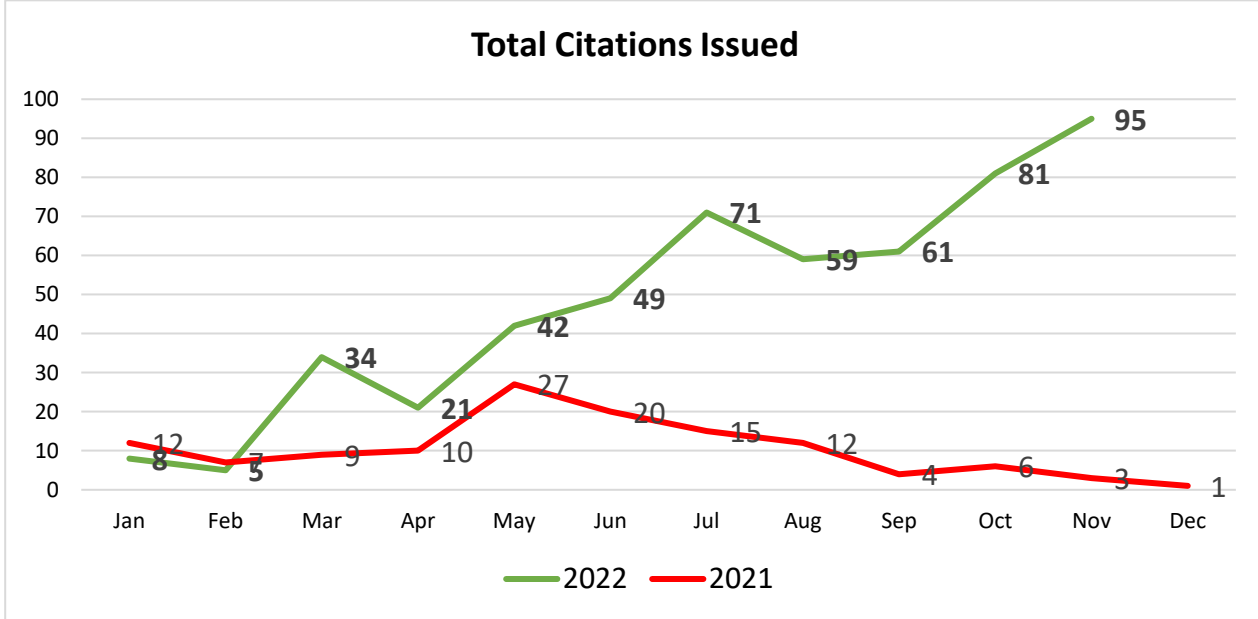
Total Traffic Stops:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	11	20	67	33	140	86	84	107	70	117	104		839
2021	40	21	36	67	104	40	38	33	27	21	25	14	466



Total Citations Issued:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	8	5	34	21	42	49	71	59	61	81	95		526
2021	12	7	9	10	27	20	15	12	4	6	3	1	126

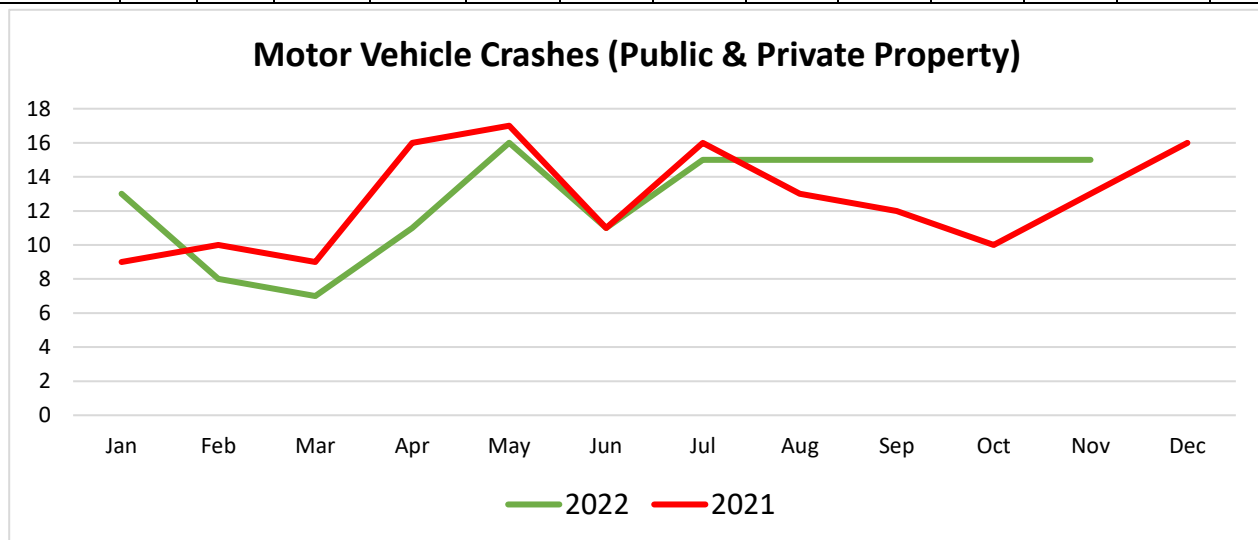


OWI Arrests:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	0	0	0	0	0	0	0	0	1	2	0		3
2021	0	1	0	0	0	0	0	0	1	0	0	0	2

Motor Vehicle Crashes (Public & Private Property):

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	13	8	7	11	16	11	15	15	15	15	15		141
2021	9	10	9	16	17	11	16	13	12	10	13	16	152



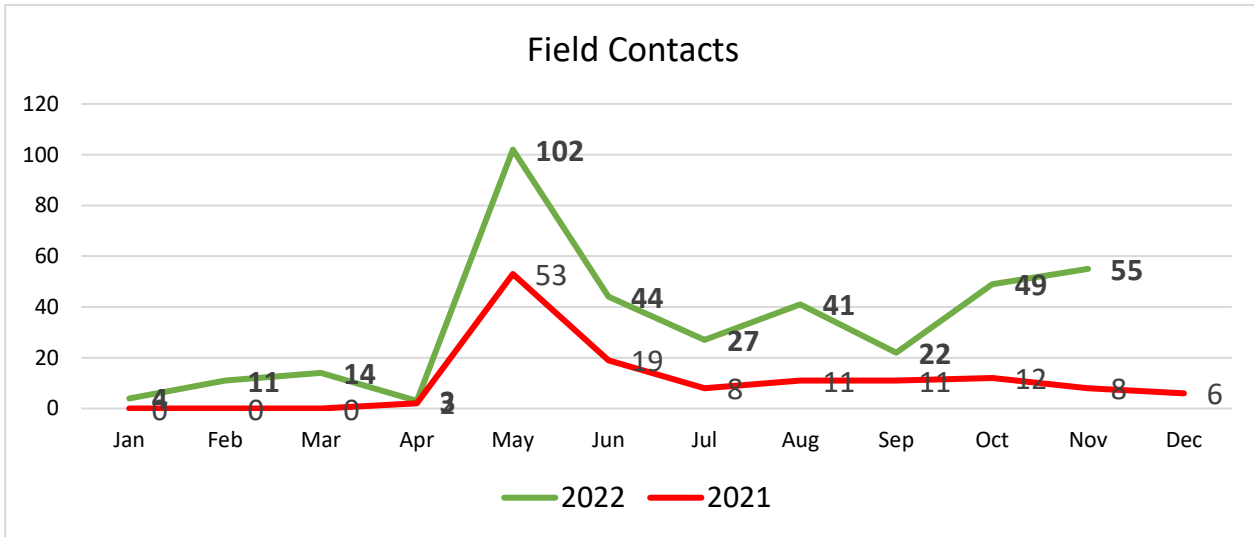
Top 5 Crash Locations:

#1	3285 Henry St (Walmart)
#2	950 W Norton Ave (Park Row Plaza)
#3	Glenside Blvd @ W Sherman Ave
#4	W Norton Ave @ Henry St
#5	Henry St @ Summit Ave

Crimes, Reports, and Arrest Activities

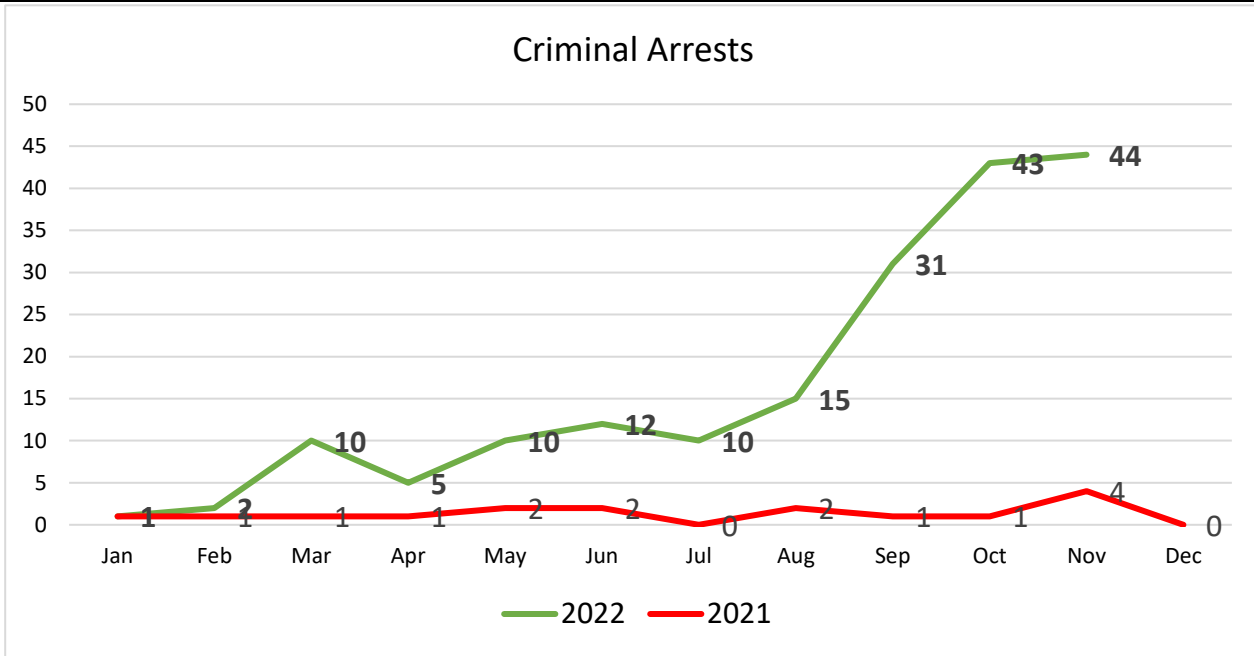
Field Contacts:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	4	11	14	3	102	44	27	41	22	49	55		372
2021	0	0	0	2	53	19	8	11	11	12	8	6	130



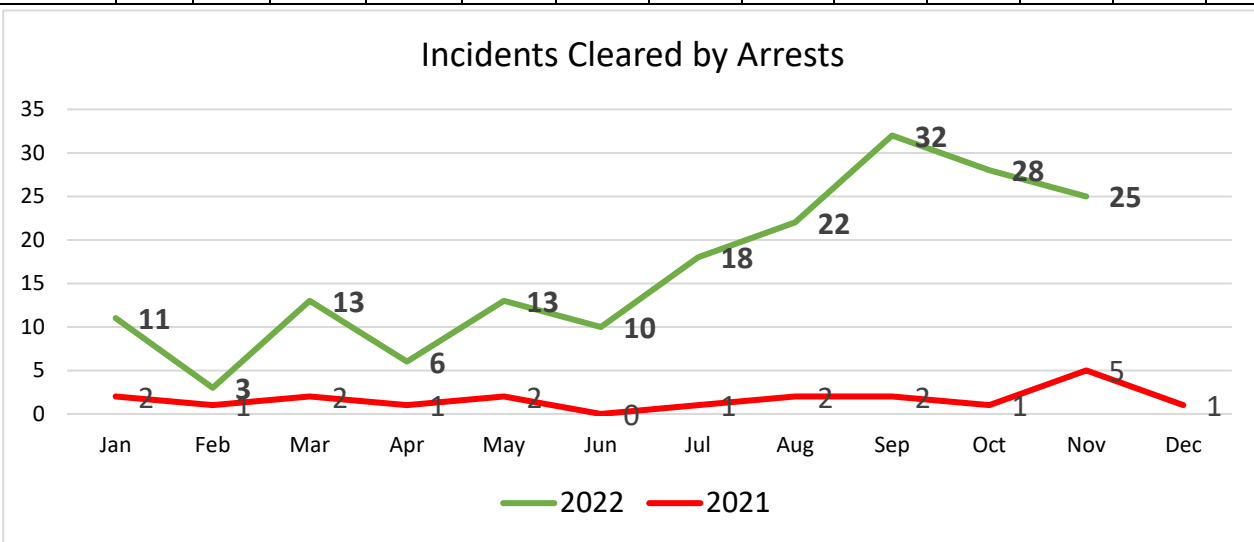
Criminal Arrests:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	1	2	10	5	10	12	10	15	31	43	44		183
2021	1	1	1	1	2	2	0	2	1	1	4	0	16



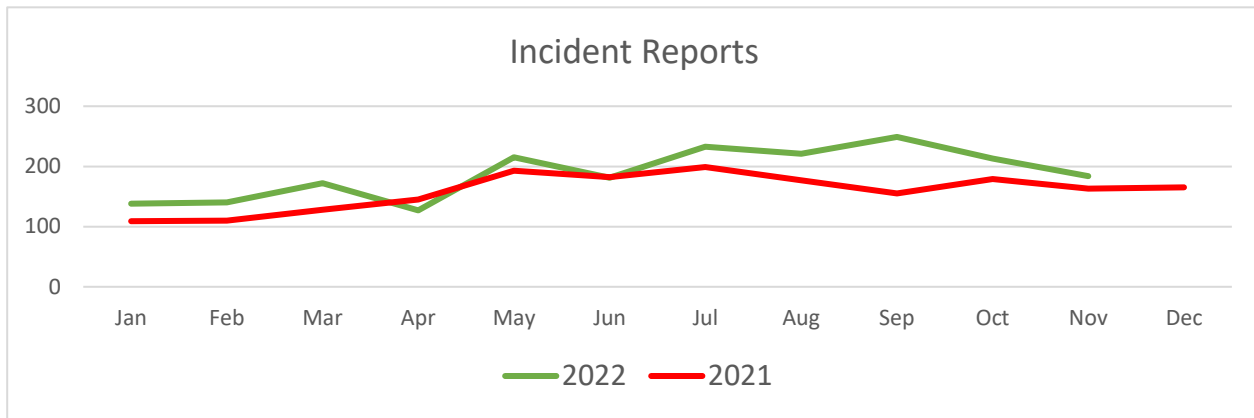
Incidents Cleared by Arrests:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	11	3	13	6	13	10	18	22	32	28	25		181
2021	2	1	2	1	2	0	1	2	2	1	5	1	20



Incident Reports:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	138	140	172	127	215	181	233	221	249	213	184		2073
2021	109	110	128	145	193	182	199	177	155	179	163	165	1905



Medicals/Overdoses/Suicidal:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	33	43	42	28	35	26	39	37	33	37	46		399
2021	32	28	35	31	30	29	45	31	30	42	29	45	407

Larcenies/Frauds:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	28	19	26	21	26	27	30	25	34	39	32		307
2021	27	15	22	12	18	11	24	28	25	33	31	27	273

Assaults:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022	1	1	2	2	4	3	6	7	6	2	2		36
2021	1	2	2	3	1	1	4	0	2	0	5	0	21