

## COUNCIL MEETING – FEBRUARY 11, 2019

A regular meeting of the City of Grosse Pointe Park was held on Monday, February 11, 2019, and opened with the Pledge of Allegiance to the Flag.

The following were present: Councilmembers Read, Chouinard, Robson, and Grano, and Mayor Pro-tem Clark

Excused: Councilmember Detwiler, and Mayor Denner

Also present: Dale Krajniak, City Manager, Jane M. Blahut, Finance Director/Clerk, and Dennis J. Levasseur, City Attorney

## MINUTES – JANUARY 14, 2019

Mayor Pro-tem Clark presented to Council for consideration the minutes of January 14, 2019, for approval.

Motion by Councilmember Robson, supported by Councilmember Chouinard, to approve the minutes of January 14, 2019, as presented.

AYES: Councilmembers Read, Chouinard, Robson, and Grano, and Mayor Pro-tem Clark

NAYS: None

Excused: Councilmember Detwiler, and Mayor Denner

## EASTSIDE COMMUNITY NETWORK

Mayor Pro-tem Clark presented to Council for consideration a presentation by the Eastside Community Network and introduced Donna Givens, who leads the Eastside Community Network.

Ms. Givens stated the City of Grosse Pointe Park leaders and the Eastside Community Network has been working together since 2017, jointly on Mack Avenue. There are opportunities and developments on both sides of Mack Avenue that would make a significant impact. She noted J. P. Morgan Chase has prepared a study of financial planning for that specific area.

Ms. Cleage, representative of the Eastside Community Network stated by creating a pathway for the up and coming entrepreneurs' is positive for both communities. The Mack Avenue improvement plan will serve as the strategic framework to guide Eastside Community Network and its partners future community development investment decisions.

Mr. Bloom stated there are many vacant buildings on both sides of Mack and the Eastside Community Network along with the leaders of Grosse Pointe Park would like to enhance the corridor between Alter and Somerset on Mack Avenue.

Ms. Azar of Eastside Community Network expressed her gratitude to the Council for participating in the unity of the two cities. She stated the lighting, trees and cement work on the Grosse Pointe Park side

create a nice visual entering in to the city. She stated it would be ideal if the same could be provided on the Detroit side.

Mayor Pro-tem Clark stated Councilman Spivey has been instrumental in the progress between the two cities.

Ms. Givens stated that Phase II is now Phase I. She stated change takes time and it takes vision. The area between Alter and Somerset will need a catchy name to attract people to that area. The current business owners will be involved in selecting a name for the area. Fundraising efforts will have to be undertaken to raise the funds to have the Detroit side of Mack look like Grosse Pointe Park.

Ms. Givens stated they are looking for the support from Grosse Pointe Park leaders, not looking for resources at this time, support for the programs.

City Manager stated they hope to work with Detroit lighting to facilitate the placement of the same decorative lampposts on the Detroit side of Mack.

Councilmember Read stated she is excited about the partnership.

Councilmember Robson inquired if the buildings and residential homes that are boarded up are going to be addressed. He stated there is a home on Beaconsfield on the Detroit side that is in deplorable condition and should be slated for demolition.

Ms. Givens stated they are currently working with the business owners at this time.

Mayor Pro-tem Clark introduced David Gaskin, Chair of the Grosse Pointe Park Planning Commission who is the lead on the Master Plan for our city.

Mayor Pro-tem Clark thanked everyone for their presentation and stated any information to be considered for the Master Plan should be provided to Mr. Gaskin by March 15.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
Wayne County Department of Health, Veterans & Community Wellness  
AND  
City of Grosse Pointe Park  
Regarding Mass Prophylaxis Dispensing  
Closed Point of Dispensing (POD)

Mayor Pro-tem Clark presented to Council for consideration approval of a Memorandum of Understanding between Wayne County Department of Health, Veterans & Community Wellness and the City of Grosse Pointe Park regarding Mass Prophylaxis Dispensing.

The Memorandum of Understanding reads as follows:

This Memorandum of Understanding (MOU) is made and entered into by and between the Wayne County Department of Health, Veterans & Community Wellness (HVCW) and City of Grosse Pointe Park

for the purpose of cooperation and coordination as it relates to emergency preparedness and response to initiation of a Strategic National Stockpile (SNS) public health emergency.

WHEREAS, HVCW is responsible for supporting and maintaining the public health of Wayne County residents, preparing the community for public health disasters and/or emergencies, and responding to public health threats, emergencies and disasters; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) through the Michigan Department of Health & Human Services (MDHHS) will provide resources from the SNS which includes medications and medical supplies, to HVCW for Wayne County; and

WHEREAS, HVCW intends to transfer a pre-determined quantity of the aforementioned medication and/or medical supplies to City of Grosse Pointe Park as needed to respond to a particular public health emergency in accordance with the HVCW SNS Plan and City of Grosse Pointe Park's own Mass Prophylaxis Dispensing Plan; and

NOW THEREFORE, HVCW and City of Grosse Pointe Park have agreed to the roles and responsibilities expressed in this memorandum.

#### Responsibilities

Wayne County Department of Health, Veterans & Community Wellness

1. Serve as the lead local governmental agency for preparedness and response to public health threats, disasters, and emergencies in Wayne County within the Wayne County Emergency Operation Plan framework. Establish and comply with the specific reporting/recording requirements necessary for public health designated sites to dispense the vaccine/prophylaxis in a quick and efficient manner.
2. Provide to City of Grosse Pointe Park vaccine/prophylaxis in such quantities and at such times and places as shall be determined by HVCW to protect the health and welfare of Wayne County residents.
3. Provide to City of Grosse Pointe Park medical fact sheets, medical forms, and other pertinent dispensing documents, as appropriate.
4. Safeguard vaccine/prophylaxis from damage, theft or loss according to manufacturer's recommendation on storage, handling, and temperature control.
5. Provide after-action consultation to City of Grosse Pointe Park.

City of Grosse Pointe Park:

1. Adhere to all dispensing and documentation guidelines related to the vaccine and other medications as directed by the CDC, MDHHS, and/or HVCW. Such guidelines may be provided as appropriate and will be subject to written revision as conditions warrant.

2. Use City of Grosse Pointe Park facilities, personnel, and equipment to distribute pharmaceuticals, medical equipment, vaccines, antitoxins, other medical supplies or clinical support free of charge for the purposes of disease prevention and control under the direction of HVCW, state and federal authorities.
3. City of Grosse Pointe Park further agrees to distribute medical fact sheets, medical forms, and other dispensing paperwork as requested and provided by HVCW.
4. Provide HVCW with the anticipated number of doses required for City of Grosse Pointe Park's target population and at least three points of contact, including a designated representative responsible for showing identification and for picking up medications and supplies from a location designated by HVCW. City of Grosse Pointe Park agrees to update this information annually, or as needed, consistent with the Scope of Dispensing provision contained herein.
5. Develop and maintain facility plans for dispensing services, including emergency communications and alerting protocols, training safety and security procedures, use of forms or processes such as translation or interpretation and other procedures deemed necessary for successful dispensing. Provide such plans to HVCW.
6. Document the use of personnel, equipment supplies or potentially reimbursable expenditures during a public health emergency.
7. Communicate with HVCW or other emergency officials throughout and emergency event and as related to dispensing procedures at City of Grosse Pointe Park.
8. When requested, promptly return all vaccine/prophylaxis provided to HVCW to a location designated by HVCW.
9. Additionally, decisions regarding allocation of SNS supplies during an emergency are at the discretion of the public health agency. During an emergency, the state, local or federal government may require reallocation of SNS supplies to priority groups (e.g., emergency response and medical personnel).
10. To develop and file an after-action report with HVCW, identifying shortfalls and accomplishments of the operation.
11. Accept the compensation rate as determined by the federal government.

Wayne County Department of Health, Veterans & Community Wellness and City of Grosse Pointe Park:

Both parties agree to cooperate without any attempt to obtain reimbursement.

Liability:

City of Grosse Pointe Park recognizes that generally during a non-declared emergency, an entity may assume (or take responsibility for) the liability of employees or volunteers. In certain circumstances, this means that liability protections that exist in a declared emergency may not be triggered.

During an emergency declared by either the County or MDHHS under the Michigan Public Health Code, some additional protection may be granted by such governmental action.

During a federally declared emergency, the Public Readiness and Emergency Preparedness (PREP) Act offers some legal protections for entities. The PREP Act allows the Secretary of Department of Health and Human Services to extend liability protection to entities and individuals for injuries resulting from the distribution of covered countermeasures (e.g., flu vaccines, antiviral medications) during a declared emergency. This protection would allow an entity to distribute prophylactic medications which have been deemed covered countermeasures, without risk of civil liability for adverse drug reactions.

As this memorandum is designed to allow for authorized distribution of materials under any of these possible situations, City of Grosse Pointe Park accepts responsibility for these risks, as well as interpreting which risk environment it faces.

Compliance with Applicable Laws, Regulations, and Policies:

Both parties understand that this memorandum is intended to be in compliance with all applicable Federal, State, and Local laws, regulations, and HVCW and City of Grosse Pointe Park, including HIPAA. Any part of this memorandum that is in conflict with aforementioned laws, regulations, and policies shall be deemed invalid. The balance of the memorandum shall survive and shall remain in full force and effect.

Scope of Dispensing:

As a Closed POD, City of Grosse Pointe Park determines its target population for dispensing prophylactic medication. City of Grosse Pointe Park has determined that it will provide prophylactic medication to City of Grosse Pointe Park personnel and their immediate families. With the assistance of the Wayne County Department of Health, Veterans & Community Wellness, City of Grosse Pointe Park will annually identify the number of doses of medication that it will require for distribution to its target population. In the event of a public health emergency, City of Grosse Pointe Park will pick up the pre-identified doses from HVCW. In accordance, trained personnel from City of Grosse Pointe Park will be responsible for dispensing medication to its population. At all times, HVCW will be available to City of Grosse Pointe Park for guidance with all aspects of the Closed POD memorandum.

The scope of dispensing is scalable, and can be modified by the memorandum of both parties to meet the needs of the event.

Duration of the Agreement:

This document shall be in effect for five (5) years from the date of MOU is fully executed. Termination of this agreement can be with or without cause, by giving thirty (30) days written notice to the other party.

Director Poloni stated the letter of understanding between the City of Grosse Pointe Park and the Wayne County Health Department, Veterans & Community Wellness is to provide vaccines in the event

of an emergency. There will be a stockpile of vaccines for city employees and their immediate family. The County Health Department will maintain the inventory of vaccines.

Motion by Councilmember Grano, supported by Councilmember Read, to approve the Memorandum of Understanding between the City of Grosse Pointe Park and Wayne County Department of Health, Veterans & Community Wellness.

AYES: Councilmembers Read, Chouinard, Robson, and Grano, and Mayor Pro-tem Clark

NAYS: None

Excused absence: Councilmember Detwiler and Mayor Denner

#### COMMITTEE REPORTS

Mayor Pro-tem Clark presented to Council the committee reports for the meetings since the Council last met.

##### Beautification

Councilmember Read summarized the meeting held on February 6, as follows:

Chairperson Clexton reported that the mayor is considering several appointees to fill commission vacancies by the March 11, 2019 meeting.

Plans are under way for the 2019 Arbor Week activities, including the 4<sup>th</sup> grade poster contest, and the Spring Plant Exchange. Arbor Week takes place the last week of April. The Spring Plant Exchange will be on May 18<sup>th</sup> from 9:30 to 11:30 AM at the Tompkins Center.

Brian Colter provided the forestry report, including an historical assessment of elm and ash tree losses. Dutch Elm disease was first identified in Grosse Pointe Park in 1951. A total of 3,499 elm trees were lost with 1982 being the peak year with 205 losses. The Emerald Ash Borer was first identified in 2002 and peaked in 2007 with 314 ash trees lost and a total of 1,301 through 2018. However, Brian Colter reiterated that we have more trees in Grosse Pointe Park than ever.

The commission mailed certificates to the winners of the Outdoor Holiday Decoration awards. The winning houses were published in the spring Park Communicator.

The next beautification meeting is scheduled for March 6, at 7:30 PM in council chambers.

##### Recreation

Councilmember Chouinard summarized the meeting held on February 6, as follows:

- Flurries and fun week are scheduled for February 18<sup>th</sup>, through February 22<sup>nd</sup>
- Dinner with Mary Lou is scheduled for February 26<sup>th</sup>
- Spring break begins April 1<sup>st</sup> and a daddy/daughter dance on March 30<sup>th</sup> at Grosse Pointe South High School
- Three pickle ball courts are located at the Lavins Center at Windmill Pointe Park and a demonstration of the game is scheduled for February 20<sup>th</sup>. Schedules will be by reservation only

on Monday, Wednesday, and Friday, from 12:00 PM to 4:00 PM and from 7:00 to 9:00 PM. Reservations can be made over the phone and the cost is \$20 per court per hour. There are three courts available

- Cardio equipment lease is up for renewal and the equipment will be replaced with new equipment
- Marina wells have been offered to 50 additional residents.
- Ice rink is scheduled to close on March 1<sup>st</sup>
- Marshmallow drop is scheduled for April 13<sup>th</sup>. There will be two age groups, 5 and under and 6 to 10- year old
- There are currently 150 people on the waiting list for kayak rentals. Consideration is under way to install a floating dock
- Air conditioning was installed at the Lindell Lodge and fresh paint was applied and new chairs provided
- Farmers Market is scheduled for the 3<sup>rd</sup> Saturday of each month beginning in June
- Chili Festival was a success and well attended
- Kercheval After 6 will continue this summer
- Nights on Charlevoix will also continue this summer

#### Communications

Councilmember Grano summarized the meeting held on January 16<sup>th</sup> as follows:

- The recommendation of the Commission is to pursue a website upgrade and service. Nick Sizeland is managing this project.

#### NEW/OLD BUSINESS

Councilmember Grano stated the drop off on Kercheval at Pierce where people try to make a left hand turn in to the parking lot is creating a traffic back-up on Kercheval. It's a concern and requested review of this matter be taken to eliminate the heavy traffic back up on Kercheval.

City Manager directed the Director of Public Safety to review the matter.

Councilmember Read inquired what the status of the traffic light at Maryland and Kercheval is.

Director Poloni stated four-way traffic signs are coming and once the ground is not frozen, they will be installed.

Dave Gaskin introduced House Bill #4046 noting if it goes into effect short term rentals would be permitted anywhere.

Councilmember Robson recommended an ordinance be adopted regulating short term rentals.

Councilmember Read stated the Michigan Municipal League is opposing House Bill #4046.

Residents stated his son was a victim to theft at the ice rink. He recommended a camera be installed to deter theft.

Resident inquired what is the status of the lighting ordinance.

City Attorney stated it has been adopted and currently in effect.

Resident stated an application was submitted to the Zoning Board of Appeals to permit a day care center which was rejected and stated she is requesting the zoning be amended to include a day care center in the business districts at large.

Representative Joseph Tate stated House Bill # 4046 has been referred to committee and he will provide an update to Council in the coming weeks.

With no further business, the meeting adjourned.