

**AGENDA**  
**CITY OF GROSSE POINTE PARK**  
**CITY COUNCIL MEETING**  
**August 23, 2021 7:00 pm**

**SPECIAL NOTICE:** Due to the Wayne County Public Health Order and to continue to decrease the spread of COVID-19, this meeting will be held electronically. See instructions below for how to join the meeting and guidelines for meeting conduct. All City Council meeting materials are included as part of this meeting notice.

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance to the Flag
- IV. Approval of Consent Agenda
  - I. Approval of August 4<sup>th</sup> Meeting Minutes
  - II. Fiscal Year End June 30, 2021 Financial Update
  - III. Finance Report
- V. Public Comment (Agenda Items)
- VI. Managers' Report
- VII. Resolution Honoring Olympian Catie DeLoof
- VIII. GLWA Interim CEO Suzanne Coffey
- IX. Committee and Commission Reports
- X. Unfinished Business
  - I. Council Comment
  - II. Ordinance 226 Gutter and Downspout Disconnection
  - III. Storm Progress Report and Sewer System Study
- XI. New Business
  - I. American Rescue Plan Funding
  - II. Recycling Extension
  - III. Wayne County Hazard Mitigation Plan
  - IV. Vacation of Wayburn
  - V. Easement Huntington Bank
- XII. Public Comment (Non Agenda Items)
- XIII. Closed Door- Personnel Evaluation
- XIV. Adjournment

**ZOOM MEETING AND TELECONFERENCE INFORMATION**

- Go to [zoom.us](https://zoom.us)
- Meeting ID: 874 4641 5721
- Password: 875593

Dial In Information

+1 312 626 6799 US (Chicago)

- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)
- +1 253 215 8782 US (Tacoma)

Meeting ID: 874 4641 5721

Password: 875593

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

### **How to Submit Public Comment**

There will be two options for how to submit a public comment for this meeting: attending the Zoom meeting or written comment. There will be one public comment at the end of the meeting. Spoken comments will be limited to three minutes. Written comments will be limited to 250 words.

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

Written comments can be submitted directly to [clerk@grossepointepark.org](mailto:clerk@grossepointepark.org). Written submissions need to be 250 words or less and be submitted by 5:00pm on Sunday, August 22, 2021.

### **Guidelines for Public Participants**

1. All virtual meetings will be conducted via Zoom with a dial-in option. If you join the meeting utilizing the Zoom app on your computer/tablet/phone, you will be able to listen, see the City Council members, and make a public comment if you desire to do so. **We are not allowing the public to utilize a webcam during the meeting.** If you join the meeting with your webcam on, it will be disabled by the host.
2. All meeting materials and meeting information is available on the City website at [www.grossepointepark.org](http://www.grossepointepark.org)
3. The meeting will start promptly at the time listed on the meeting notice. **Public participants will be permitted to join the meeting five minutes before the meeting is scheduled to start.**
4. When you are ready to join the meeting, please make sure your line is muted to decrease background noise. Public participant lines have to remain muted until

the public comment portion of the meeting. **Also make sure your webcam is disabled before you join.** If you join the meeting with your webcam on, it will be disabled by the host.

5. If you decide you want to make a public comment, please utilize the raise hand function in the Zoom app or on the phone **during the agenda item before the appropriate public comment period.** To raise your hand on the phone, press \*9. Staff will add you to the public comment queue list for the next public comment period. **Please note that all public participants are only allowed one three-minute public comment per public comment period.**
6. **When the public comment period begins,** the Mayor will call on a Staff member to read any public comments that were submitted via written statement. When those are completed, the Mayor will call for any spoken public comment. A staff member will call on public participants by either the last four digits of your phone number or your participant name listed in the Zoom app. Public participants will be called in the order they were added to the queue list. Public participants who do not respond within ten seconds of their phone number or screen name being called will be skipped and the next person in line will be called on. This method will continue until all public participants have had the opportunity to comment. **All public comments shall not exceed three minutes and a timer will be displayed on the screen.**
7. Once the public comment period is done, the Mayor will continue with the next agenda item.

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

COUNCIL MEETING – August 4, 2021  
7:00 P.M.

An electronic meeting was held through Zoom due to the Wayne County Public Health Order and to continue decreasing the spread of COVID-19.

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

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

Also electronically present: Nick Sizeland, City Manager; Jane M. Blahut, Finance Director/Clerk; Jake Howlett, City Attorney; Bryan Jarrell, Director of Public Safety; Pat Thomas, Director of Public Works; Patrick Droze, OHM Advisors, City Engineer; and Courtney Delmege, Deputy Clerk.

FINANCIAL UPDATE JUNE 25-26 STORM

City Manager Sizeland presented the financial update from the June 25-26 storm event provided by Finance Director/Clerk Blahut.

Due to the unprecedented precipitation events on June 25-26, 2021, the city hired additional contractors for the removal of rubbish throughout the city for a two-week period. Included are the losses the City incurred for property that was damaged from the flooding including some of the 911 equipment located in the public safety basement as well as the list of overtime hours worked by the public works department. To date, the City impact was about \$779,000; \$34,940.49 in overtime/double-time wages and \$742,015.81 in contractors throughout the City.

The City feels confident we will be reimbursed a majority, if not all of these expenses and that a budget amendment is not needed at this time. If it is determined a budget amendment is needed, it will be brought forth to the Council.

Finance Director Blahut noted the city received \$570,000 in grants, the majority for public safety wages that were expensed in fiscal year 6/2020. Also, for fiscal year 2021, \$140,000 was budgeted for unemployment compensation. The unemployment invoice was paid in October, 2020, for approximately \$7,000 for calendar year 2019. Therefore, Finance director Blahut stated \$140,000 was budgeted for fiscal year 2022 for unemployment compensation as a result of COVID 19. Theater & concession stand expenditures were nonexistent due to the closure of the theaters, resulting in approximately \$150,000.

INTEGRATED PUBLIC ALERT & WARNING SYSTEM (IPAWS)

Public Safety Director Jarrell began by recapping the Reverse 911 system and Nixle Alert system which can be signed up for by residents. The Integrated Public Alert Warning System, also known as IPAWS is FEMA's national system for local alerting that provides authenticated emergency and life-saving information to the public through mobile phones using Wireless Emergency Alerts, to radio and television via the Emergency Alert System, and on the National Oceanic and Atmospheric

Administration's Weather Radio. All dispatchers and supervisors will be trained on how to use IPAWS. There may be a cost to acquire compatible software that meets system requirements which is being explored. Public Safety Director Jarrell has signed a memorandum of agreement with FEMA which will now go to the State of Michigan for approval.

Public Safety Director Jarrell reiterated that all FEMA assistance is only applicable for the June 25-26 storm event and no subsequent storms. FEMA and the State of Michigan have opened a Disaster Recovery Center at the Golightly Career and Technical Center located at 900 Dickerson Avenue, Detroit, MI 48215. Hours are Monday through Sunday from 7:00 a.m. – 7:00 p.m. More detailed information is available on the City website. When applying for assistance, if a denial is received, it is very important to read the denial letter thoroughly as you can appeal the denial up to three times.

At the Disaster Recovery Center, the State of Michigan has a Multi-Agency Resource Center (MARC). The MARC can guide you through the process of applying for a one-time payment of \$1500.00 to low-income residents who need home repairs due to flooding.

In Grosse Pointe City at the Public Safety Department, there is a FEMA DDO which is a Document Drop-Off Center for the collection of FEMA applications and documents. The DDO also aids with those who have questions regarding their FEMA application or denial letter.

#### CITY SEWER PROGRAM

OHM Advisors City Engineer Patrick Droze provided a presentation displaying an approach to addressing sanitary capacity sewer issues with the City. The presentation including goals of "dry out" the sanitary sewer system through removal of inflow and infiltration; optimize the existing sewer system to maximize wet weather capacity and storage; and creating relief points to control system surcharge under extreme events.

The City can work towards obtaining these goals through a combination of efforts to help attack the problem from all directions. Given the scale and urgency, an aggressive approach is needed to increase available data and vet alternatives for improvement. A multifaceted approach is envisioned to accomplish this including the following: asset management, targeted Inflow removal, operations and optimizations, resiliency, and public engagement.

Over the next several months, it is proposed that the City accelerate efforts to assess, add instrumentation, model and repair the sewer system. As asset information and modeling data are completed, the City will also look to advance several other tasks to set the stage for continual system improvements. The tasks will work to align the system operations with the Community's expected level of service. Ultimately, the work will result in a sanitary sewer master plan which will detail an orderly approach to projects along with anticipated budgets and a recommendation relative to water and sewer rates.

City Council would like to move forward and look to broaden the assessment of the system beyond the recommended twenty percent.

## DOWNSPOUT AND ILLICIT CONNECTION MATERIAL

City Manager Sizeland presented information regarding disconnecting downspouts on homes within the City. Downspout disconnection is the process of separating roof downspouts from the sanitary sewer system and redirecting roof runoff onto pervious surfaces, most commonly a lawn or to the storm sewers in the streets. Downspout connections are significant contributors to basement flooding and are a tremendous added expense for conveyance and treatment of wastewater. A 1,500 sq.ft. home can redirect 25,000 gallons of water each year away from the sewer system by disconnecting downspouts.

Director of Public Works Pat Thomas brought forward the importance of checking grade as far as water being shed away from homes which also creates an impact on the sewer system. Director Thomas also advised residents to reach out to the Public Works department for any questions or assistance.

## ORDINANCE 226 GUTTER AND DOWNSPOUT DISCONNECTION

City Attorney Jake Howlett presented the proposed amendment to the downspout ordinance for approval. The amendment strengthens the ordinance and conforms to similar ordinances in other communities. The purpose of the amendment is to reduce the sudden inflow of rainwater into the sanitary sewer system, the overflow of the drainage system and the resulting pollution of Lake St. Clair, and the reduction of basement flooding. Another purpose of the proposed amendment is also to formalize the decision and appeal process.

Motion by Councilmember Read, supported by Councilmember Robson to table the amendment of the ordinance until the next City Council meeting scheduled for August 23, 2021.

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

NAYS: None

## PUBLIC COMMENT

City Manager Sizeland read two written comments that were received.

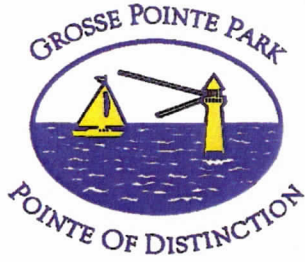
Ten residents made verbal comments.

Motion by Mayor Denner, supported by Councilmember McConnell, to adjourn the meeting.

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

NAYS: None

With no further business, the meeting adjourned at 10:00 pm.



***City Council Meeting***  
***August 23, 2021***

<b>TITLE:</b> Summary of revenues/expenditures for 6/30/2021	<b>DATE:</b> August 16, 2021
<b>SUMMARY:</b>  Attached please find a summary of revenues and expenditures by fund for f/y 2021. To date there are outstanding revenues and expenditures that have not yet been received. Typically, revenues and expenditures are completed by mid-September. The last water billing cycle is billed September 10 for June 30 <sup>th</sup> year end.	
<b>FINANCIAL IMPACT:</b> None	
<b>RECOMMENDATION:</b> Informational	
<b>PREPARED BY:</b> Jane M. Blahut	<b>TITLE:</b> Finance Director/Clerk

User: Holly

Fund: 101 GENERAL OPERATING FUND

DB: City of Grosse

Calculations as of 06/30/2021

DEPARTMENT	DESCRIPTION	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 06/30/21
000	TOTAL REVENUES	11,854,571.00	11,679,360.61
101	Council	107,594.00	60,830.50
136	MUNICIPAL COURT	335,800.00	317,039.39
172	Manager	185,000.00	145,239.98
173	Public Service	362,337.00	325,194.25
191	Elections	122,690.00	81,823.47
201	Financial Administration	293,113.00	248,044.23
215	CITY CLERK	183,196.00	144,567.03
300	PUBLIC SAFETY	7,501,211.00	7,230,768.60
441	Public Works	344,470.00	282,931.59
443	Tree Maintenance	255,153.00	239,025.70
751	PARKS	666,095.00	563,133.83
756	Recreation	546,722.00	510,099.55
760	LAVINS FITNESS CENTER	628,139.00	360,522.89
800	PLANNING/LANDSCAPING	13,607.00	1,978.30
850	FRINGE BENEFITS	0.00	0.00
965	TRANSFER OUT	552,468.00	552,468.00
ESTIMATED REVENUES - FUND 101		11,854,571.00	11,679,360.61
APPROPRIATIONS - FUND 101		12,097,595.00	11,063,667.31
NET OF REVENUES/APPROPRIATIONS - FUND 101		(243,024.00)	615,693.30
BEGINNING FUND BALANCE		3,039,745.85	3,039,745.85
ENDING FUND BALANCE		2,796,721.85	3,655,439.15



DEPARTMENT	DESCRIPTION	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 06/30/21
000	TOTAL REVENUES	1,314,587.00	1,371,937.69
451	Construction	490,000.00	490,000.00
463	Maintenance	422,484.00	408,028.71
474	Traffic Services	237,552.00	211,176.67
478	Winter Maintenance	88,611.00	86,915.81
965	TRANSFER OUT	60,100.00	60,100.00
ESTIMATED REVENUES - FUND 202		1,314,587.00	1,371,937.69
APPROPRIATIONS - FUND 202		1,298,747.00	1,256,221.19
NET OF REVENUES/APPROPRIATIONS - FUND 202		15,840.00	115,716.50
BEGINNING FUND BALANCE		241,008.81	241,008.81
ENDING FUND BALANCE		256,848.81	356,725.31

DEPARTMENT	DESCRIPTION	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 06/30/21
000	TOTAL REVENUES	1,001,519.00	575,325.68
451	Construction	350,000.00	238,849.10
463	Maintenance	338,659.00	308,981.63
474	Traffic Services	228,780.00	215,492.00
478	Winter Maintenance	67,954.00	62,846.36
ESTIMATED REVENUES - FUND 203		1,001,519.00	575,325.68
APPROPRIATIONS - FUND 203		985,393.00	826,169.09
NET OF REVENUES/APPROPRIATIONS - FUND 203		16,126.00	(250,843.41)
BEGINNING FUND BALANCE		24,923.47	24,923.47
ENDING FUND BALANCE		41,049.47	(225,919.94)

Calculations as of 06/30/2021

DEPARTMENT	DESCRIPTION	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 06/30/21
000	TOTAL REVENUES	1,295,642.00	1,244,729.69
442	Rubbish Disposal	1,255,629.00	1,196,669.35
ESTIMATED REVENUES - FUND 226		1,295,642.00	1,244,729.69
APPROPRIATIONS - FUND 226		1,255,629.00	1,196,669.35
NET OF REVENUES/APPROPRIATIONS - FUND 226		40,013.00	48,060.34
BEGINNING FUND BALANCE		159,427.75	159,427.75
ENDING FUND BALANCE		199,440.75	207,488.09

Calculations as of 06/30/2021

DEPARTMENT	DESCRIPTION	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 06/30/21
000	TOTAL REVENUES	321,369.00	403,821.71
371	BUILDING INSPECTION DEPARTMENT	321,295.00	290,656.98
ESTIMATED REVENUES - FUND 249		321,369.00	403,821.71
APPROPRIATIONS - FUND 249		321,295.00	290,656.98
NET OF REVENUES/APPROPRIATIONS - FUND 249		74.00	113,164.73
BEGINNING FUND BALANCE		69,607.28	69,607.28
ENDING FUND BALANCE		69,681.28	182,772.01

Calculations as of 06/30/2021

DEPARTMENT	DESCRIPTION	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 06/30/21
000	TOTAL REVENUES	130,000.00	109,572.91
730	Project Development	130,000.00	96,733.49
ESTIMATED REVENUES - FUND 250		130,000.00	109,572.91
APPROPRIATIONS - FUND 250		130,000.00	96,733.49
NET OF REVENUES/APPROPRIATIONS - FUND 250		0.00	12,839.42
BEGINNING FUND BALANCE		1,499,062.90	1,499,062.90
ENDING FUND BALANCE		1,499,062.90	1,511,902.32

Calculations as of 06/30/2021

DEPARTMENT	DESCRIPTION	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 06/30/21
000	TOTAL REVENUES	1,328,070.00	1,022,508.17
730	Project Development	1,366,500.00	871,460.48
ESTIMATED REVENUES - FUND 251		1,328,070.00	1,022,508.17
APPROPRIATIONS - FUND 251		1,366,500.00	871,460.48
NET OF REVENUES/APPROPRIATIONS - FUND 251		(38,430.00)	151,047.69
BEGINNING FUND BALANCE		4,914,950.32	4,914,950.32
ENDING FUND BALANCE		4,876,520.32	5,065,998.01

Calculations as of 06/30/2021

DEPARTMENT	DESCRIPTION	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 06/30/21
000	TOTAL REVENUES	10,400.00	33,478.83
136	MUNICIPAL COURT	33,479.00	28,815.00
ESTIMATED REVENUES - FUND 260		10,400.00	33,478.83
APPROPRIATIONS - FUND 260		33,479.00	28,815.00
NET OF REVENUES/APPROPRIATIONS - FUND 260		(23,079.00)	4,663.83
BEGINNING FUND BALANCE		18,298.81	18,298.81
ENDING FUND BALANCE		(4,780.19)	22,962.64

DEPARTMENT	DESCRIPTION	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 06/30/21
000	TOTAL REVENUES	6,000.00	741.78
334	Forfeited Property-P.A. 135	3,000.00	1,750.50
ESTIMATED REVENUES - FUND 265		6,000.00	741.78
APPROPRIATIONS - FUND 265		3,000.00	1,750.50
NET OF REVENUES/APPROPRIATIONS - FUND 265		3,000.00	(1,008.72)
BEGINNING FUND BALANCE		6,848.47	6,848.47
ENDING FUND BALANCE		9,848.47	5,839.75



Calculations as of 06/30/2021

DEPARTMENT	DESCRIPTION	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 06/30/21
000	TOTAL REVENUES	20,000.00	30,890.00
730	Project Development	20,000.00	20,000.00
ESTIMATED REVENUES - FUND 275		20,000.00	30,890.00
APPROPRIATIONS - FUND 275		20,000.00	20,000.00
NET OF REVENUES/APPROPRIATIONS - FUND 275		0.00	10,890.00
BEGINNING FUND BALANCE		5,175.96	5,175.96
ENDING FUND BALANCE		5,175.96	16,065.96

Calculations as of 06/30/2021

DEPARTMENT	DESCRIPTION	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 06/30/21
000	TOTAL REVENUES	594,000.00	604,921.64
906	Debt Service	681,023.00	657,600.00
ESTIMATED REVENUES - FUND 305		594,000.00	604,921.64
APPROPRIATIONS - FUND 305		681,023.00	657,600.00
NET OF REVENUES/APPROPRIATIONS - FUND 305		(87,023.00)	(52,678.36)
BEGINNING FUND BALANCE		158,821.97	158,821.97
ENDING FUND BALANCE		71,798.97	106,143.61

DEPARTMENT	DESCRIPTION	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 06/30/21
000	TOTAL REVENUES	648,321.00	640,853.81
965	TRANSFER OUT	640,000.00	640,000.00
ESTIMATED REVENUES - FUND 306		648,321.00	640,853.81
APPROPRIATIONS - FUND 306		640,000.00	640,000.00
NET OF REVENUES/APPROPRIATIONS - FUND 306		8,321.00	853.81
BEGINNING FUND BALANCE		1,449.42	1,449.42
ENDING FUND BALANCE		9,770.42	2,303.23

Calculations as of 06/30/2021

DEPARTMENT	DESCRIPTION	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 06/30/21
000	TOTAL REVENUES	2,215,000.00	1,051.91
101	Council	2,215,000.00	102,680.85
ESTIMATED REVENUES - FUND 307		2,215,000.00	1,051.91
APPROPRIATIONS - FUND 307		2,215,000.00	102,680.85
NET OF REVENUES/APPROPRIATIONS - FUND 307		0.00	(101,628.94)
BEGINNING FUND BALANCE		2,218,082.20	2,218,082.20
ENDING FUND BALANCE		2,218,082.20	2,116,453.26

DEPARTMENT	DESCRIPTION	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 06/30/21
000	TOTAL REVENUES	0.00	(3,948,291.17)
	ESTIMATED REVENUES - FUND 308	4,000,000.00	4,000,457.86
	APPROPRIATIONS - FUND 308	4,000,000.00	52,166.69
	NET OF REVENUES/APPROPRIATIONS - FUND 308	0.00	3,948,291.17
	BEGINNING FUND BALANCE	0.00	0.00
	ENDING FUND BALANCE	0.00	3,948,291.17

DEPARTMENT	DESCRIPTION	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 06/30/21
000	TOTAL REVENUES	552,468.00	552,468.00
901		552,468.00	497,224.30
	ESTIMATED REVENUES - FUND 401	552,468.00	552,468.00
	APPROPRIATIONS - FUND 401	552,468.00	497,224.30
	NET OF REVENUES/APPROPRIATIONS - FUND 401	0.00	55,243.70
	BEGINNING FUND BALANCE	4,344.70	4,344.70
	ENDING FUND BALANCE	4,344.70	59,588.40

DEPARTMENT	DESCRIPTION	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 06/30/21
000	TOTAL REVENUES	5,564,015.00	4,896,306.01
527	Sewage Disposal	3,258,553.00	2,297,170.84
528	SEWER/PUMP STATION	462,726.00	417,157.69
535	Water Department	2,652,454.00	2,351,741.46
ESTIMATED REVENUES - FUND 592		5,564,015.00	4,896,306.01
APPROPRIATIONS - FUND 592		6,373,733.00	5,066,069.99
NET OF REVENUES/APPROPRIATIONS - FUND 592		(809,718.00)	(169,763.98)
BEGINNING FUND BALANCE		17,956,480.15	17,956,480.15
ENDING FUND BALANCE		17,146,762.15	17,786,716.17

DEPARTMENT	DESCRIPTION	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 06/30/21
000	TOTAL REVENUES	293,000.00	318,182.50
545	Marina	274,400.00	158,094.24
ESTIMATED REVENUES - FUND 594		293,000.00	318,182.50
APPROPRIATIONS - FUND 594		274,400.00	158,094.24
NET OF REVENUES/APPROPRIATIONS - FUND 594		18,600.00	160,088.26
BEGINNING FUND BALANCE		208,418.45	208,418.45
ENDING FUND BALANCE		227,018.45	368,506.71
ESTIMATED REVENUES - ALL FUNDS		31,148,962.00	27,486,608.80
APPROPRIATIONS - ALL FUNDS		32,248,262.00	22,825,979.46
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS		(1,099,300.00)	4,660,629.34
BEGINNING FUND BALANCE - ALL FUNDS		30,526,646.51	30,526,646.51
ENDING FUND BALANCE - ALL FUNDS		29,427,346.51	35,187,275.85



July 2021

*Invoices over \$5,000 for Review & Acceptance*

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Current Payment</u>	<u>Fiscal year to Date or Project to Date</u>
07/01/21	Green for Life	Rubbish for July	37,463	37,463
07/01/21	Green for Life	Recycle for July	19,979	19,979
07/01/21	Michigan Municipal League	Membership Dues	5,863	5,863
07/01/21	I.T. Right	Service Contract	27,600	27,600
07/06/21	Bodman	Pros. Atty. & retainer fee- (June)	10,000	120,000
07/06/21	Great Lakes Water	Waste water- June (June)	153,000	1,824,000
07/06/21	Great Lakes Water	Water usage- May (June)	134,319	1,389,275
07/12/21	GP Clinton Refuse	Refuse disposal (June)	30,101	181,154
07/20/21	Tree Service of Troy	Brush chipping from storm	12,000	12,000
07/22/21	Cascade Engineering	Toters	9,956	9,956
07/22/21	Jeffery Company	Asphalt resurface at Patterson Park	49,992	49,992
07/26/21	RESA Power	Transformers & repairs for 3 Mile Station (June)	23,220	23,220
07/26/21	Kennedy Industries	SCADA & weather station upgrades for 3 Mile Station	8,434	8,434
07/27/21	BS&A	Annual service fee	5,701	5,701
07/27/21	Arbor Pro	City tree work	5,853	5,853

**RESOLUTION HONORING**

**CATIE DELOOF**

**4 x 100-METER FREESTYLE RELAY**

**OLYMPIAN BRONZE MEDALIST - OLYMPIC GAMES TOKYO**

**WHEREAS**, Catie DeLoof is a competitive swimmer who represented the United State Internationally. Catie qualified for the 2021 Olympic Team in the 4x100 Free Relay. Catie is a lifelong Grosse Pointe Park resident. She attended Grosse Pointe South and University of Michigan;

**WHEREAS**, Catie swam all four years in High School and was the Most Valuable Swimmer of the Year recipient;

**WHEREAS**, Catie was a nine-time CSCAA All-American, five-time Big Ten champion and a three-time All-Big Ten selection. Catie garners All-American titles with the wolverines' 200-yard Freestyle Relay, 400-yard Freestyle Relay, and 800-yard Freestyle Relay. Catie had her best year in the last year at Michigan. At the Big Ten Championships, she earned 3 runner up placed in the 50-yard Freestyle, 100-yard Freestyle and 200-yard Freestyle. She was also a 3-time Big Ten champion in the 200-yard Freestyle Relay, 400-yard Freestyle Relay, and 800-yard Freestyle Relay. At the NCAA's she finished 6<sup>th</sup> in 200-yard Freestyle, 8<sup>th</sup> in 100-yard Freestyle and 10<sup>th</sup> in 50-yard Freestyle. In total she earned 6 All-American honors in the 100-yard Freestyle, 200-yard Freestyle, 200-yard Freestyle Relay, 400-yard Freestyle Relay, 800-yard Freestyle Relay, and 200-yard Medley Relay;

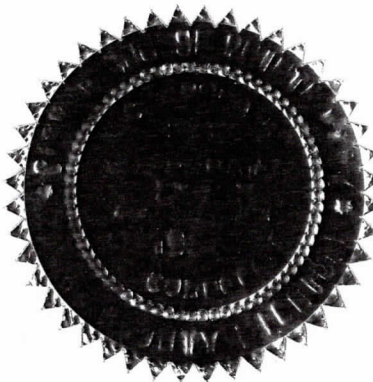
**WHEREAS**, at Nationals in Irvine, Catie finished 12<sup>th</sup> in 50-free and 100 free, and 21<sup>st</sup> in the 200 free. Her finish in the 100 free qualified her for the 2019 World University Games in Naples, Italy;

**WHEREAS**, Catie started the 2019 WUG's on the women's 4 x 100 free relay, where she helped USA take home gold with a split of 54.10 in the 3<sup>rd</sup> spot, handing it off to her sister, Gabby, to anchor the team home to victory;

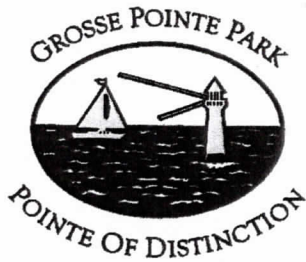
**WHEREAS**, Catie started her meet in the 4 x 100 free relay on Day 1, swimming the 2<sup>nd</sup> leg in prelims. Catie split 53.42 helping the US women secure a spot in the final, where they went on to finish 3<sup>rd</sup> overall, netting Catie a bronze medal in the 2020 Olympics, played in 2021, in Tokyo;

**NOW, THEREFORE BE IT RESOLVED**, Mayor Denner and members of Council acknowledge and honor Catie DeLoof for her many accomplishments, specifically the Olympian Title Recipient in the 4 x 100-meter freestyle relay.

Dated: August 23, 2021



\_\_\_\_\_  
Mayor Robert W. Denner



**Council Meeting**  
***Date: August 23, 2021***

<b>TITLE: Downspout Ordinance 7-14 through 7-16</b>	<b>DATE: 8/17/2021</b>
<b>SUMMARY:</b> <p>The proposed amendment to the downspout ordinance is being presented tonight for approval. The amendment strengthens the existing ordinance and conforms to similar ordinances in other communities. The purpose of the amendment is to reduce the sudden inflow of rainwater into the sanitary sewer system, the overflow of the drainage system and the resulting pollution of Lake St. Clair, and the reduction of basement flooding. It requires the disconnection of residential rainwater downspouts within the city and prohibits the illicit discharge of storm water runoff from commercial uses into the City's sewer system. The proposed amendment formalizes exemption decisions and requests and the appeal process that may result from those decisions. Section 7-16 addresses penalties for non-compliance. I recommend adopting this amendment and the additions of Sections 7-15 and 7-16.</p>	
<b>FINANCIAL IMPACT:</b> There is no fiscal impact	
<b>RECOMMENDATION:</b> Adopt Recommended Ordinance Change	
<b>PREPARED BY:</b> Jake Howlett	<b>TITLE:</b> City Attorney

## **Sec. 7-14. Gutter and Downspout Disconnection**

*Purpose.* The city council, in order to reduce the sudden inflow of rainwater into the sanitary sewer system, the overflow of the drainage system and the resulting pollution of Lake St. Clair, and the reduction of basement flooding, does hereby adopt the rules and regulations set out in this section requiring the disconnection of rainwater downspouts within the city.

(a) Downspouts, eaves troughs, sump pumps, or any other system or device for the collection and conveyance of stormwater shall not be directly connected to any city sanitary sewer.

(b) No person owning or occupying any property shall be entitled to the issuance of a certificate of occupancy and use or building permit allowing such person to construct, permit, allow or maintain the connection of any gutter downspout with the sanitary sewer system of the City of Grosse Pointe Park or occupy any property where such condition exists, unless an exemption has been granted in accordance with subsection (c) of this Section. Failure or refusal to disconnect any device identified in subsection (a) shall constitute an Illicit Connection under Section 7-15.

(c) Any person who can demonstrate to the Building Official, Ordinance Officer, Department Of Public Works Supervisor or their authorized designated representative that the disconnection from the Grosse Pointe Park sanitary sewer system of some or all of the gutter downspouts located on the property owned or occupied by such person would be impractical, an undue hardship, result in damage to such property or to abutting property, or would:

- (1) Cause water to discharge onto a driveway or sidewalk creating a hazardous condition;
- (2) Cause water to flow next to a basement wall and tend to create a basement water problem; or
- (3) Create a flooding problem because of low grade.

may apply for an exemption entitling such person to receive a certificate of occupancy and use or building permit notwithstanding the requirements of Subsection (b) of this Section, which exemption shall be in writing and shall relieve the person or property designated in such exemption from compliance with subsection (b) of this section. A copy of each exemption shall be recorded with the Department of Public Service. For the avoidance of doubt, any person who received an exemption under any prior version of the Grosse Pointe Park City Code of Ordinances must re-apply for exemption within ninety (90) days of the effective date of this Ordinance. At that time, all previously-granted exemptions not renewed shall be deemed to be revoked.

(d) Demonstration of hardship for exemption: Property owners claiming infeasibility of downspout disconnections shall be required to furnish proof of the hardship for each connected downspout to the sanitary sewer system. The documentation shall generally demonstrate the inability to convey stormwater away from building structures and onto adjacent property. Documentation of this condition requires the following:

- (1) In instances where connected downspouts are within concrete, asphalt or pavers surfaces where there exists a potential for icing, the property owner shall provide photographic evidence for each downspout connected to the sanitary sewer.
- (2) For instances where downspouts are connected to Provide an existing conditions plot plan or topographic survey plan denoting elevations of the existing property and adjacent property. The document shall include sufficient elevation information to demonstrate overland flow patterns. The plan shall include existing pavements as well as stormwater infrastructure including sewers, catch basins, trench drains and manholes shall be shown on the plan.
- (3) The property owner or representative is required to explore reasonable alternatives for downspout disconnections. These alternatives generally include surface grading, swales, underground drainage piping, dry wells, rain gardens, infiltration trenches, grated and/or pop-up emitters and connections to storm sewer systems.
- (4) Provide documentation of the infeasibility of the disconnection for each downspout connected to the sanitary sewer. This shall include written or drawn alternatives with a written narrative explaining the inability to discharge flow.
- (5) Documentation will be subject to review and acceptance of the Building Official, Ordinance Officer, Department of Public Works or their authorized representative.

(e) Any person failing to receive an exemption pursuant to this Section, or any person affected by a decision of the Building Official, Ordinance Officer, Department Of Public Works Supervisor or their authorized representative under this Section may appeal such action or decision to the Appeal Board, which shall have the power to confirm, revoke or modify any decision so appealed, or direct such action as may be appropriate. Appeals shall be made in writing filed with the City Clerk and shall not be considered until payment of an appeal fee is received by the City Treasurer in such amount as may be prescribed by resolution of the City Council. Appeal must be submitted within thirty (30) days of the decision that is the subject of the appeal.

(f) Appeal Board. There is created a board of appeals which will consist of three members appointed by the mayor. One member shall be an employee of the city department of public works, one member shall be an employee of the city engineering firm and one member shall be a citizen resident of the City. The mayor may appoint an alternate member from the department of public works to serve in the absence of a regular appointed member. The terms of office of each board member shall be three years, excepting those members first appointed, of whom each one shall be appointed for terms of one, two, and three years. The alternate member shall be appointed for a term of three years. The terms of office shall expire September 30 of the year and members, other than those first appointed, shall be appointed before October 1 of the year of appointment. Vacancies shall be filled for the remainder of the unexpired term. The first members of the board shall be appointed within thirty (30) days after the effective date of the ordinance creating this board.

(g) Appeal Procedures. The board of appeals shall hear appeals from property owners who have been notified by the City to disconnect their downspouts and who believe that their property should be exempt from the requirements of this Code. The Appeal Board shall meet as needed, but must meet to discuss any pending appeal(s) within thirty (30) days of the appeal's filing date. A meeting shall require three members, or two members and the alternate member, in attendance. The decisions of the board of appeals shall be final. No violation complaints shall be issued while an appeal is pending.

(h) Exemption by hazardous condition. In order for property to be exempt from the provisions of this ordinance related to downspout disconnection, the Appeal Board, by a vote of at least two members of the board, must find that disconnection of each downspout would lead to a hazardous condition, or that the property owner satisfies the criteria for exemption under Section 7-14(c). Hazardous conditions shall be such conditions that would be likely to cause structural damage to an existing building and which are not reasonably capable of correction or of being prevented.

(i) Appeal document submission. The appeal documents submitted by the property owner shall show the lot size, the dimensions of the buildings thereon, the location of the connected downspouts, the cost of removing the downspouts from the sewer system and the reason for requesting an exemption from the provisions of this Code. The property owner must establish entitlement to exemption for each downspout. Any exemption granted by the Appeal Board shall remain in effect until changing circumstances cause the Appeal Board to revoke such exemption. The building inspector shall review the appeal documents and make a recommendation to the Appeal Board.

#### **Sec. 7-15. Illicit Discharges and Connections.**

(a) An "Illicit Connection" is defined as either of the following:

- (1) Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or;
- (2) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency or;
- (3) Any drain or conveyance, whether on the surface or subsurface which allows stormwater runoff or groundwater to enter the sanitary sewer system including but not limited to footing drains, downspouts, catch basins, surface runoff regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency.

(b) An “Illicit Discharge” is defined as any discharge into the municipal separate storm water system (MS4) or watercourses of any material, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of any applicable water quality standard, and including stormwater discharged from any Illicit Connection as defined above.

(c) Prohibition of Illicit Discharges and Connections:

(1) The construction, use, maintenance or continued existence of Illicit Connections to the storm drain system or sanitary sewer system is prohibited.

(2) This prohibition expressly includes, without limitation, Illicit Connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection, including under prior versions of the Grosse Pointe Park City Code of Ordinances.

(3) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

**Sec. 7-16. Enforcement.**

(a) Notice of Violation. Whenever the Grosse Pointe Park Building Department or Public Works Department finds that a person has violated a prohibition or failed to meet the requirements of Sections 7-14 and 7-15 of these Ordinances, the authorized enforcement agency may order compliance by a written notice of violation to the responsible person. Such notice may require without limitation:

(1) The performance of monitoring, analyses, and reporting;

(2) The immediate elimination of Illicit Connections and immediate cessation of Illicit Discharges;

(3) That violating discharges, practices, or operations shall cease and desist;

(4) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; and

(5) Payment of a fine to cover administrative and remediation costs.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

(b) Misdemeanor Violation; continuing violation; penalties for conviction.

- (1) It shall be unlawful for any person to violate any provision of this division, and any person failing to comply with any Notice of Violation issued under Section 7-16(a) of this Code within the time limit provided for in the violation notice shall be guilty of a misdemeanor. Any person who violates this section may be issued a misdemeanor violation for each day that the violation continues.
- (2) Any person who is found guilty of violating any provision of this section, including by failing to comply with any Notice of Violation issued under Section 7-16(a) of this Code, or by maintaining any Illicit Connection or engaging in any Illicit Discharge, may be fined up to \$500.00 and sentenced to up to 90 days in jail, or both, for each misdemeanor violation that is issued.
- (3) Any person violating the provisions of this section shall be liable to the City for any penalties, fines, loss, costs, or damage incurred by the City by reason of such violation, including the cost of disconnecting any Illicit Connection.





## memorandum

**Date:** August 18, 2021

**To:** Nick Sizeland, City Manager

**cc:** File

**From:** Patrick M. Droze, P.E.

**Re:** Monthly Progress Report

Over the past several weeks, OHM and City Staff have advanced several efforts relative to sanitary sewer system improvements. This memorandum provides an update on progress since the August 4, 2021 Council Meeting.

### **SEWER TELEVISIONING AND MANHOLE CONDITION ASSESSMENT BIDDING DOCUMENT**

Based on direction from City Council and City Staff, OHM has developed a bidding and contract documents to advance a comprehensive condition assessment of the City's Sanitary Sewer. The bidding document include closed circuit televising of all 41 miles of sewer pipe and inspection of the over 600 manholes. The project also includes as-needed cleaning of sewers less than 48 inches in diameter. The project has been advertised on MITN and is currently out for bids. A public bid opening will be held on September 10, 2021 at the City Offices. Bids will then be evaluated on the basis of pricing information, references and qualifications. A formal recommendation for award will be presented to the City Council at the September 27, 2021 Council Meeting with work expected to commence immediately thereafter.

### **COORDINATION WITH AGENCIES**

The City of Grosse Pointe Park has reached out to several entities to coordinate

- Wayne County Drain Commission: The Fox Creek Enclosure sewer which conveys sewerage from several shoreline communities passes through Grosse Pointe Park and is owned and operated by the Wayne County Drain Commission. The City has filed a FOIA with Wayne County to obtain as-built information on this sewer along with condition data.
- Detroit Water and Sewerage Department: DWSD owns and operates several sewers within the City limits. Information has been requested from DWSD on the condition of these sewers.
- Great Lakes Water Authority: A meeting was held between GLWA, City staff and Consultants on August 9, 2021. Within this meeting, the City conveyed its planned approach to wet weather management. The City also expressed its willingness to consider partnering on regional solutions led by GLWA that create a more resilient sewer network. The City will participate in several of GLWA's task forces and work groups moving forward.
- EGLE: An update has been provided to EGLE on the City's planned path forward. While no direct written responses have been received from EGLE to date, a letter to all Southeast Michigan Municipalities with sewer systems was issued indicating that EGLE will be conducting more stringent oversight of sewer systems in the near



future. The planned actions of Grosse Pointe Park appear to largely align with this strategy along with likely requirements for future collection system permitting.

- **Grosse Pointe Public School System:** The City and OHM met with staff from GPPSS to review reports of flooding and also discussed potentially connected parking lots. The City was provided with topographic information showing certain lots within Defer Elementary are disconnected. GPPSS is tracking down additional documentation to demonstrate that all parking lots are disconnected. GPPSS also indicated a willingness to work with the City on future efforts that will be better defined through alternative analysis performed during sewer modeling.

## **MODEL DEVELOPMENT**

A proposal for Engineering services related to the sewer model is included in this Council Packet. This proposal includes effort to develop a comprehensive, field verified and calibrated sanitary sewer model that will be used to better understand sewer system operations, analyze potential in-system optimization and relief designs. The model will be developed in consort with observed findings from the CCTV evaluation and flow metering to help ensure model accuracy.

## **FLOW METERING**

OHM has performed a preliminary evaluation of flow metering requirements for model development. At this time, OHM is recommending that six (6) meters are installed within the system. The flow metering will serve two general purposes. The first is to provide calibration data that will allow us to compare modeled runoff with actual flows within a given drainage area – this comparison will inform the necessity of modifying model variables so that predicted results match observed across various storm events. The second purpose of the flow meters is to serve as in-system instrumentation for monitoring flow conditions within critical sewers in real time. Depending on the observed correlation between system response and meters flow data, there may be value to retain certain meters on a permanent basis. Based on this analysis, OHM will work with the City to develop bidding documents for deploying flow meters within the system. The meters will be bid out with alternatives for rental and purchase. Bids will be reviewed and a recommendation for award will be issued in the coming months. Meters will be in place for a minimum of 6 months.

## **STORM MODEL**

The City's storm model has been run for the June and July events. The findings from these modeled results are being compared with flooding reports to help verify model accuracy. The validity of the storm model will be useful to help identify areas for sanitary to storm diversion within the system.



**Council Meeting**  
***Date: August 23, 2021***

<b>TITLE: Grosse Pointe Park Sewer System Study</b>	<b>DATE: 8/19/2021</b>
<b>SUMMARY:</b> The City and OHM Advisors have proposed an outline of a GPP Sewer System Study that is enclosed in further detail within the council packet. This Sewer System Study will be utilized in a multi phased approach starting on September 1 <sup>st</sup> of 2021 with tasks 1-5 completed by June 1, 2022 and followed with ongoing public engagement and reporting.  Task 1: Project Initiation, Data Collection & Mapping Task 2: Condition Assessment and Targeted Inflow Removal Task 3: Flow Metering Task 4: Hydraulic Model Analysis Task 5: Resiliency Task 6: Public Engagement Task 7: Reporting	
<b>FINANCIAL IMPACT:</b> Not to exceed fee of \$156,000	
<b>RECOMMENDATION:</b> Approve Cost for Services from OHM Advisors	
<b>PREPARED BY:</b> Nick Sizeland	<b>TITLE:</b> City Manager



August 18, 2021

Mr. Nick Sizeland  
City Manager - Grosse Pointe Park  
15115 East Jefferson Avenue  
Grosse Pointe Park, MI 48230

RE: Grosse Pointe Park Sewer System Study

Dear Mr. Sizeland:

Grosse Pointe Park has invested significant resources to improve sewer system operations. Areas throughout the city continue to experience flooding and basement backups. On June 25<sup>th</sup>, 2021, over 8 inches of rain was recorded in the neighborhood and numerous homes were impacted by the flooding. OHM is proposing a phase approach to evaluate the City's sanitary sewer collection system. Phase 1 proposal outlines additional strategies and efforts that will create a more resilient sewer system, improve level of service and benefit the ratepayers. The goal of this phase is to identify targeted areas for inflow and infiltration (I/I) removal, develop a hydraulic model that can be used to optimize existing assets, and determine appropriate system relief points to decrease surcharging during extreme rainfall events. The future phases will be defined further from the key findings from Phase 1.

### **SCOPE OF SERVICES – PHASE 1**

The following is the scope of services that OHM proposes in order to accomplish the goals stated above. The major tasks to be completed as part of this study include the following:

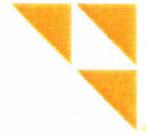
- ▼ Task 1: Project Initiation, Data Collection & Mapping
- ▼ Task 2: Condition Assessment and Targeted Inflow Removal
- ▼ Task 3: Flow Metering
- ▼ Task 4: Hydraulic Model Analysis
- ▼ Task 5: Resiliency
- ▼ Task 6: Public Engagement
- ▼ Task 7: Reporting

The Project Manager for OHM on this project will be Valerie Novaes, PE. She brings extensive knowledge and background in stormwater and sewer system modeling. Also assisting on this project will be Nancy Russell, EIT (hydraulic modeling and alternatives analysis) and Patrick Droze, PE as your client representative and principal in charge.

### **TASK 1 – PROJECT INITIATION, DATA COLLECTION, & MAPPING**

Under this task, OHM will initiate the project, document the status of previous efforts, and finalize the data collection and mapping tasks. Specific scope elements include:

- ▼ Finalize review of available background information and prepare technical memorandum summarizing key findings.
- ▼ Perform field verification of locations of key interceptor elevations and data gap locations. We have assumed up to three (3) days of field work is necessary. A map(s) will be developed displaying the digitized records.
- ▼ Hold a kick-off meeting with the City to discuss questions and review critical path items. Suggested agenda items include:
  - Team introductions



- Review scope and objectives
- Review schedule
- Discuss critical path items:
  - Funding
  - Flow metering locations
  - Land use projections
- Summarize action items and next steps

*Deliverables:*

- ▼ Technical memorandum.
- ▼ Map of digitized records.
- ▼ Kickoff meeting minutes.

### **TASK 2 – CONDITION ASSESSMENT & TARGETED INFLOW REMOVAL**

Previous efforts for inflow and infiltration removal include identification of inflow sources and revising the downspout disconnection section of the city code. Additional efforts included in this scope focus on communication with property owners to continue disconnections and preparation of bidding documents for CIP projects and sewer lining work following the completion of CCTV efforts.

- ▼ Perform MACP inspection of collection system with focus in areas south of Jefferson and random samples of other areas. Up to 60 manholes will be inspected under this task.
- ▼ Prepare bidding documents for CCTV work focused on critical areas first. Review proposals and provide recommendation to the City of award. Coordinate CCTV work with contractor.
- ▼ OHM will review the CCTV data and provide recommendations in the form of a lining/rehabilitation program for high-ranking sewer segments and manholes.
- ▼ Document I/I sources for future development of cost effective projects for CIP.
- ▼ Prepare public information campaign for property self-evaluation and DIY guides for disconnections.

*Deliverables:*

- ▼ CCTV bidding documents.
- ▼ Technical memorandum of manhole inspections and CCTV assessments with rehab recommendations and I/I sources.
- ▼ Public information materials.

### **TASK 3 – FLOW METERING**

The intent of metering is to target key locations and use the data to develop flow characteristics of the system and validate the hydraulic model. This task proposes to collect sewer flow data at six locations. OHM will assist the City with preparing bidding documents for the following tasks. Flow meters will be rental or permanent units and associated costs are not reflected in the Fee Schedule of this proposal.

Specific work tasks to be performed by a subcontractor include for flow metering include:

- ▼ Meter site investigation and confirmation, rental, installation, and service for six (6) meters for six (6) months, or until sufficient dry and wet weather flows are established. If a longer time period for metering is required, additional costs will be discussed with the City.
- ▼ Meter services (download and calibration) every two to four weeks, which is typically sufficient to maintain the meters.
- ▼ Instead of deploying and maintaining a separate rain gauge for this study, the Grosse Pointe Park rain gauge located at the main pumping station will be sourced for the duration of the metering period.
- ▼ Meter removal.

Specific work tasks to be performed by OHM that is included in the cost proposal include:

- ▼ Review, process and prepare flow and rain data collected for analysis and model development.



- ✦ Using the metering data from the six temporary meters, OHM will develop six hydrologic models for the metered districts. Capacity, I/I conditions, and wet weather peaking factors will be examined to determine if a district has a disproportionate contribution to the system.
- ✦ If permanent flow meters are desired, OHM will assist the City with preparation of bid documents for flow meter contract services for installation and maintenance of permanent flow meters.

#### **TASK 4 – HYDRAULIC MODEL ANALYSIS**

Under this task, OHM will develop an existing conditions hydraulic model using PCSWMM software of the City's interceptor and main collector sewers from the City's GIS geodatabase. Smaller local sewers generally serve small areas that tend to be less critical for capacity evaluation. Flow meter data will be used to calibrate the model. A proposed conditions hydraulic model will include future growth projections and will be used to develop operational improvements and a capital improvement program. Specific work tasks include:

- ✦ Collect land use projections from the City. Meet with the City to review the future land use information and finalize the future conditions to be evaluated. It is assumed that the land use projections will be provided to OHM and show locations and count of future residential equivalent units (REUs) for incorporation into the project. We anticipate that the land use information will include the following scenarios for evaluation:
  - Existing conditions.
  - Future conditions for a 20- to 30- year projection period.
  - Ultimate build-out conditions.
- ✦ Develop an existing conditions hydraulic model for the City's sewer system. The model will include flow allocations determined based on metering data and will have a sufficient level of detail to evaluate the hydraulic grade line in the existing trunk sewer and critical system elements and understand the operation/frequency of use for the extreme emergency relief valve (EERV).
- ✦ Prepare future growth projections (based on input from the City).
- ✦ Develop hourly rainfall data from NOAA radar data for use in the model. This includes obtaining raw 5-minute NOAA radar data for the 6 largest storms during the proposed flow metering period, convert the radar data into a rainfall pattern using the NOAA Weather and Climate Tool and creating an hourly rain dataset for Antecedent Moisture Modeling.
- ✦ Develop antecedent moisture models (AMMs) for the six metering districts of the City. This number of flow meters and models should be sufficient for developing peak flows and hydrographs for a system of this size.
- ✦ Utilize the results from the AMM and the hydraulic model to evaluate the sizing of sewers, identify key areas of possible I&I and alternative options analysis. This will include:
  - Discussing the level of service desired by the City for the design conditions.
  - Perform a sensitivity analysis on the key improvement recommendations to understand the potential marginal cost to oversize facilities for a greater level of service or for additional future growth.
  - Finalize the level of service to be used for evaluating sizing and operational improvements.
  - Review with the City the potential impacts on the system of a storm event that exceeds the design storm and develop a contingency plan for EERV operations and resulting system impacts.
- ✦ Layout a Capacity, Management, Operation and Maintenance (CMOM) program that includes recommendations for real-time decision support for operation of EERV.

#### *Deliverables:*

- ✦ Hydraulics report summarizing the existing conditions model and proposed sewer and operational improvements.
- ✦ Technical report of the proposed Capacity, Management, Operations and Maintenance program.

#### **TASK 5 – RESILIENCY**

The intensity and frequency of recent precipitation events has placed greater emphasis on the need to provide relief within the City of Grosse Pointe Park sewer system. The City acknowledges the work of drying the system is important work, however the public is also interested in systems that provide relief during periods that greatly exceed system design parameters. Specific efforts under this task include:

- ✦ Develop standard operating procedures based on model results for the extreme emergency relief valve. SOPs will include hydraulic grade line elevation trigger points for activating and deactivating the EERV and routine maintenance activities



- Update construction drawings based on optimized design and prepare Part 41 permit application.
- OHM will assist the City with initiating a workgroup of shoreline communities and GLWA with the goal of information and knowledge sharing. OHM will prepare an invite letter and distribute to potential attendees and develop meetings topics and materials for the first four meetings (quarterly meetings are assumed).

*Deliverables:*

- SOP document.
- Updated construction drawings.
- Completed Part 41 permit application.
- Workgroup invite letter and meeting notes.

### **TASK 6 – PUBLIC ENGAGEMENT**

Engagement is proposed to help increase understanding of sewer system operations as well as convene the community for a level of service (LOS) discussion. The LOS will help inform the alternatives analysis under Task 4.

- Develop website and content for residential and commercial downspout disconnections.
- Launch ArcStory Map to educate public and document connected downspouts.
- Develop best management practice info-guides for local impact development.
- Using preliminary findings from the CMOM study, engage with the community on findings of the analysis.
- Form working group to evaluate LOS options and funding requirements.

*Deliverables:*

- Website launch.
- ArcStory Map.
- Summary report of work group meetings.

### **TASK 7 – REPORTING**

OHM will support the city administration in preparation of an annual report documenting progress of ongoing efforts to dry out the sanitary sewer system and increase system resiliency. OHM will provide the City with the following metrics:

- Total identified connected impervious areas (square feet and number of properties).
- Average condition rating of sewer system based on MACP/PACP and CCTV data.
- Total area of impervious areas disconnected from the sanitary sewer system (square feet).
- Estimated computed volume removed from the sanitary sewer system (gallons/year).
- Average gallon per capita per day based on GLWA flow balance computations.

*Deliverables:*

- Key metrics for annual report

### **PROJECT MANAGEMENT & MEETINGS**

Project management will be performed throughout the scope outlined above and is not broken out as a separate task. We will track the status of the scope, schedule and budget during the project and summarize the status of the project during regular progress meetings with the City.

Meetings will also occur throughout the project and are included in our scope above and are not broken out as a separate task. In addition to the specific task meetings outlined in the scope above, we anticipate regular progress meetings with the City during the crux of the project (sizing and alternative evaluation) and have included this in our proposed fees for those tasks. We anticipate that check-in meetings will occur every two weeks during the critical elements of the project. The proposed meetings include:

- Kickoff meeting
- Review the findings from the sizing evaluation.
- Review the findings from the alternative evaluation.
- Presentation to City Council.

### **FUTURE PHASES**



Future phases include permitting, design, bidding assistance and construction engineering services. The scope for these items is not included in this proposal and will be further defined once the model analysis, sewer televising and PACP/MACP work are complete. The future phases of system improvements may include:

- ▶ Preliminary engineering of CIP projects
- ▶ Construction documents for CIP projects
- ▶ Bidding assistance for CIP projects
- ▶ Construction engineering assistance

**PROJECT SCHEDULE**

OHM Advisors is available to begin work immediately.

Task	Description	Start	End
1	Data Collection & Mapping	9/1/2021	1/15/2022
2	Condition Assessment & Targeted Inflow Removal	9/1/2021	4/1/2022
3	Flow Metering (removal of meters during winter months)	9/1/2021	6/1/2022
4	Hydraulic Model	4/1/2022	6/1/2022
5	Resiliency	10/1/2021	6/1/2022
6	Public Engagement	9/1/2021	Ongoing
7	Reporting		Annually

**COMPENSATION**

OHM proposes to perform the above scope of services for the not to exceed fee broken down below. The City will be invoiced for services on a monthly basis, based on the billing rates for our As-Needed Engineering Services Contract.

Task 1: Project Initiation, Data Collection & Mapping	\$ 15,200.00
Task 2: Condition Assessment & Targeted Inflow Removal	\$ 32,100.00
Task 3: Flow Metering Support	\$ 36,800.00
Task 4: Hydraulic Model Analysis	\$ 49,300.00
Task 5: Resiliency	\$ 5,800.00
Task 6: Public Engagement	\$ 12,000.00
Task 7: Reporting	\$ 4,800.00
<b>TOTAL</b>	<b>\$156,000.00</b>

**CLARIFICATIONS AND ASSUMPTIONS**

- ▶ Six months of metering will provide capture of one or two significant rain events required for the model calibration effort. Flow meter rental for temporary meters and maintenance for six months will be performed by a subcontractor and costs are not included in the fee schedule. It is estimated that flow metering costs for six meters for six months is approximately \$75,000-\$90,000.
- ▶ If permanent flow meters are desired, OHM will assist the City with preparation of bid documents for flow meter contract services. Subcontractor costs for permanent flow metering are not included in the proposal.
- ▶ Capacity analysis and modeling efforts will follow the EGLE 2001 SSO policy.
- ▶ Subcontractor costs for CCTV work are not included in this proposal. Assistance from OHM to prepare bidding documents for this work is included in the fee. It is assumed that the City will enter into a direct contract with a CCTV contractor.

**COVID-19 DISCLAIMER**

As OHM submits this proposal, the world is in the midst of the Covid-19 health crises and we believe there is an increased risk for potential schedule impacts. The Schedule is based on operating in a normal environment. Our team, like the City, is adjusting our workflow logistics and our teams are working remotely in an effective manner. However, be aware that schedule impacts from elements such as required resource agencies, and key staff illness that neither OHM Advisors nor the City have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise, and work with the City’s staff to develop a plan to deal with unforeseen issues.





We thank you for the opportunity to provide professional engineering services for the City. If you have any questions or require additional information, please contact Patrick at (248) 761-8108 or Valerie at (248) 935-8557.

Sincerely,  
OHM Advisors

A handwritten signature in black ink that reads "Patrick M. Droze". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Patrick Droze, PE  
Principal

A handwritten signature in black ink that reads "Valerie Novaes". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Valerie Novaes, PE  
Senior Project Manager

CC: File



**Council Meeting**  
***Date: August 23, 2021***

<b>TITLE: American Rescue Plan Funding Allocation</b>	<b>DATE: 8/18/2021</b>
<p><b>SUMMARY:</b>  President Biden signed the American Rescue Plan Act on March 11, 2021. Grosse Pointe Park is set to receive \$1,156,588 with 50% in 2021 and 50% in 2022, covering expenditures beginning March 3, 2021. Funds must be obligated by December 31, 2024</p> <p>Allowable uses include the following: 1. Response to public health emergency or its negative economic impacts 2. Provide premium pay for essential workers, within caps 3. Provide government services to the extent of revenue lost 4. Make necessary investments in water, sewer, or broadband infrastructure</p> <p>Prohibited from using funds: 1. Pension contributions 2. Replenishing budget stabilization fund, rainy day fund, or similar reserve account 3. Legal settlements 4. Outstanding debt</p> <p>Recommended allocation of First Received Payment of American Rescue Plan Dollars</p> <ul style="list-style-type: none"> <li>- \$50,000 for Businesses impacted by the Covid-19 Pandemic outside of the Tax Increment Finance Authority and Downtown Development Authority.</li> <li>- \$50,000 for Mack Avenue Corridor Project in concert with Grosse Pointe Farms, Grosse Pointe City, Detroit, Wayne County and the Eastside Community Network. This project encompasses Conner to Cadieux and from Cadieux to Moross. The recommendations are to improve the streetscape in the business sections of these corridors on both sides of Mack Ave for marketing and business support. Additional support funds with Wayne County ARPA allocations to be determined. Combined request send to county for 10-15 Million Dollars.</li> <li>- \$478,294 for investments in water and sewer infrastructure improvements in Grosse Pointe Park including but not limited to lead service line replacement, CCTV program for sewer lines, instrumentation for sewer lines measuring flow, smoke testing of sanitary sewer and funds for maintenance.</li> </ul>	
<b>FINANCIAL IMPACT:</b> \$1,156,588 received to Grosse Pointe Park	
<b>RECOMMENDATION:</b> Approve Recommended Expense Allocation	
<b>PREPARED BY:</b> Nick Sizeland	<b>TITLE:</b> City Manager



**Council Meeting**  
***Date: August 23, 2021***

<b>TITLE: Recycling Bid Recommendation</b>	<b>DATE: 8/18/2021</b>
<b>SUMMARY:</b>  GFL is charging \$8.71 per billing cycle, totaling \$52.20 annually per homeowner in Fiscal Year 20-21. July 1 <sup>st</sup> GFL increased the rate to \$9.95 per billing cycle, totaling \$59.70 annually per homeowner for Fiscal Year 21-22.  As a result of the recent bid process, GFL was awarded the bid in the amount of \$11.20 per billing cycle, totaling \$67.20 annually per homeowner.	
<b>FINANCIAL IMPACT:</b> \$7.50 increase annually to all homeowners for two years with an option for years 3, 4, and 5.	
<b>RECOMMENDATION:</b> Approve Bid Recommendation	
<b>PREPARED BY:</b> Jane Blahut	<b>TITLE:</b> Finance Director

**TO: CITIES OF GROSSE POINTE, GROSSE POINTE PARK, GROSSE POINT SHORES,  
AND GROSSE POINTE FARMS**

**FROM: MATTHEW NAUD, ASSOCIATE SENIOR CONSULTANT, RESOURCE RECYCLING  
SYSTEMS**

**DATE: 8.16.2021**

**RE: RECYCLING BID RECOMMENDATION**

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This memo provides a recommendation to the four Grosse Pointe communities on recycling collection, processing, and incentives.

It is our recommendation that the Grosse Pointe Communities enter into a contract with the sole bidder, GFL, to continue recycling collection, processing, perform two household hazardous waste collection events each year (one more than the previous contract) and take advantage of the "free" incentive program offered by GFL. GFL is offering an option that one of the HHW events may be replaced with an e-waste and paper shredding event at no additional charge. The current bid price is \$5.60 per unit per month. GFL has agreed to an initial 2-year term with an option for years 3, 4, and 5.

This memo also provides a summary of the bid process used to seek competitive bids for these services on behalf of the cities of Grosse Pointe, Grosse Pointe Park, Grosse Pointe Shores, and Grosse Pointe Farms.

### **Background and Process**

The cities had not gone out to bid for recycling services in many years and the current contract expires at the end of September 2021. The cities were seeking to obtain competitive pricing for recycling collection and processing and two household hazardous waste collection events (one more than the current contract). The cities also sought bids from recycling incentive programs to support better education for the communities. As a group, the four communities represent over 12,000 residential units, over 3,000 tons of recyclables, and the opportunities for competitive pricing increases with scale.

The process included:

- Draft Recycling Collection and Processing RFP and Recycling Incentive RFP
- June 21, 2021 - Release RFPs on the Michigan Intergovernmental Trade Network (MITN) with direct outreach to GFL (incumbent), Waste Management, and Emterra who are recycling collection and processing companies working in SE Michigan.
- Proposals due on July 19, 2021
- Direct follow up with the other companies likely to bid. RRS received one response that it was difficult to find staff and they chose not to bid on work that they might not be able to support.

- The GP communities are currently contracting with GFL at a rate of \$4.25 per unit per month for recycling collection and processing, including 1 Household Hazardous Waste (HHW) collection per year.
- On July 19, 2021, the sole bid was opened at Grosse Pointe Farms City Hall. GFL submitted a bid of \$5.60 per unit per month for recycling collection and processing with 2 HHW events and a “free” recycling incentive program. GFL submitted an alternate bid proposal of \$4.80 to collect recycling and drop it at the SOCCRA facility only. GFL did not bid on the separate recycling incentive contract.
- RRS and several city representatives participated in a meeting with GFL to discuss the bid and clarify some conditions in the bid. GFL stated that their incentive program offered in the current price is valued at \$0.35 per unit per month.
- Enviroperks was the sole bidder on the recycling incentive program at \$1 per unit per month. Given the increase in recycling collection and processing costs with the sole bid from GFL, we do not recommend moving forward with a separate incentive program.



**Council Meeting**  
**August 23, 2021**

**TITLE: Adoption of the Wayne County Hazard Mitigation Plan**

**DATE: August 23, 2021**

**SUMMARY**

The Plan Process

This Plan was completed with the assistance of the Wayne County Department of Homeland Security & Emergency Management; representatives and leaders from Wayne County communities; the Michigan State Police Emergency Management Division, Mitigation/Recovery Section; and numerous other stakeholders.

Over 60 individuals were involved in the preparation, evaluation, and community outreach components of this Plan, facilitated by ASTI Environmental. The Plan was prepared by an Advisory committee of local emergency response personnel, public works department staff, school representatives, elected officials, interested business owners, and regional agency leaders who provided evaluation and assessment and assisted with community outreach and Plan adoption.

The goal of hazard mitigation is to reduce loss of life and property from hazards that occur in the County by protecting the health, safety and economic interests of its residents.

Additional goals of this Plan are: -

***To retain access to Federal Emergency Management Agency (FEMA) funding for the County and its communities by complying with Section 104 of the Disaster Mitigation Act of 2000 (42 USC 5165) -***

***To provide a basis for identifying and mitigating hazards that affect the County and its communities -***

***To develop a method to incorporate hazard identification and mitigation into the planning process of the County and its communities Specific tasks for this Plan included the following: -***

- Identifying Hazards and Risks -
- Developing a Hazard History -
- Developing a Community Profile -
- Assessing Vulnerabilities -
- Defining Community Goals and Objectives -
- Identifying and Prioritizing Hazard Mitigation Strategies -
- Developing Action Plans for a Select List of Mitigation Strategies -
- Preparing a Draft Report for County, Municipal, and Public Review -
- Soliciting County, Municipal, and Public Feedback -
- Preparing a Final Report -
- Providing Community Outreach and Communication -
- Documenting the Planning Process -
- Adopting the Final Plan

**FINANCIAL IMPACT** None

**RECOMMENDATION:** Adopt

**PREPARED BY:** James A. Bostock

**TITLE:** Deputy Chief

## City of Grosse Pointe Park

### Resolution

#### ADOPTION OF THE WAYNE COUNTY HAZARD MITIGATION PLAN

WHEREAS the mission of **Grosse Pointe Park** includes the charge to protect the health, safety, and general welfare of the people of **Grosse Pointe Park**; and

WHEREAS, **Grosse Pointe Park**, Michigan is subject to flooding, tornadoes, winter storms, and other natural, technological, and human hazards; and

WHEREAS, and the Wayne County Department of Homeland Security and Emergency Management and the Wayne County Local Emergency Planning Committee, comprised of representatives from the County, municipalities, and stakeholder organizations, have prepared a recommended Hazard Mitigation Plan that reviews the options to protect people and reduce damage from these hazards; and

WHEREAS, **Grosse Pointe Park** has participated in the planning process for development of this Plan, providing information specific to local hazard priorities, encouraging public participation, identifying desired hazard mitigation strategies, and reviewing the draft Plan; and

WHEREAS, the Wayne County Department of Homeland Security and Emergency Management, with the Wayne County Local Emergency Planning Committee (LEPC), has developed the WAYNE COUNTY HAZARD MITIGATION PLAN (the "Plan") as an official document of the County and establishing a County Hazard Mitigation Coordinating Committee, pursuant to the Disaster Mitigation Act of 2000 (PL-106-390) and associated regulations (44 CFR 210.6); and

WHEREAS, the Plan has been widely circulated for review by the County's residents, municipal officials, and state, federal, and local review agencies and has been revised to reflect their concerns; and

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

1. The Wayne County Hazard Mitigation Plan (or section(s) of the Plan specific to the affected community) is/are hereby adopted as an official plan of **Grosse Pointe Park**.
2. The **City Manager** is charged with supervising the implementation of the Plan's recommendations, as they pertain to **Grosse Pointe Park** and within the funding limitations as provided by the **Grosse Pointe Park City Council** or other sources.
3. The **City Manager** shall give priority attention to the following action items recommended in portions of the Plan specific to **Grosse Pointe Park**.



- a. Floodplain Management, Section 5.2.14, page 135
- b. Emergency Power Backup, Section 5.2.14, page 135
- c. Policies and Programs Cost Recovery, Section 5.2.14, page 135

Passed by the Grosse Pointe Park City Council on August 23, 2021

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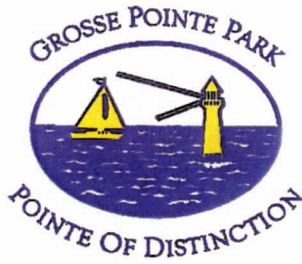
Vote:

Yes \_\_\_\_\_

No \_\_\_\_\_

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Jane Blahut  
City Clerk  
Grosse Pointe Park



**Council Meeting**  
***Date: August 23, 2021***

<b>TITLE: Wayburn Street and Alley Vacation</b>	<b>DATE: 8/19/2021</b>
<b>SUMMARY:</b> The proposed resolution to vacate Wayburn Street and a portion of the alley is presented for introduction. The resolution, if eventually adopted, will vacate portions of Wayburn Street and the adjacent alley to allow for construction of the new DPW facility. The area proposed to be vacated is already closed to public traffic and does not operate as a through street to Mack Ave.  The adoption of the resolution for vacation is contemplated by the Charter and requires the affirmative vote of at least four council members. Once presented and introduced here, a future meeting will be scheduled to discuss possible objections to resolution and vacation. If adopted, the resolution will be recorded with the register of deeds for Wayne County.	
<b>FINANCIAL IMPACT: No Impact</b>	
<b>RECOMMENDATION: Adopt Resolution</b>	
<b>PREPARED BY: Jake Howlett</b>	<b>TITLE: City Attorney</b>

**RESOLUTION TO VACATE A PORTION OF WAYBURN**

**City of Grosse Pointe Park**

At a regular meeting of the City Council for the City of Grosse Pointe Park, Michigan, held in the City Hall on the \_\_\_\_\_ day of August, 2021 at \_\_\_\_\_ PM, Eastern Time.

**Present Members:**

**Absent Members:**

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

**WHEREAS**, MCL 117.4h provides that a Home Rule City may, in its Charter, provide for the “use, regulation, improvement and control of the surface of its streets, alleys and public ways, and of the space above and beneath them;” and

**WHEREAS**, the City of Grosse Pointe Park is a Home Rule City, the Charter of which provides that “Council action to vacate, discontinue or abolish any highway, street, lane, alley or other public place or part thereof shall be by resolution,” City Charter, at § 7.6(a);

**WHEREAS**, the Charter further requires that the Council shall “appoint a time when it shall meet and hear objections” to a proposed vacation, and “notice of the time, place and purpose of such meeting shall be published either separately or as part of any published proceedings of the Council,” City Charter, at § 7.6(a); and

**WHEREAS**, the City has determined to build a new Grosse Pointe Park Department of Public Works facility (“DPW”) in the vicinity of Wayburn Street and Mack Avenue; and

**WHEREAS**, the Council finds that vacating a portion of Wayburn Street legally described on the attached Exhibit A and the westerly eight (8) feet of the adjacent public alley (the “Alley”) as shown on the diagram attached as Exhibit B will benefit the City and its residents by facilitating the construction of the new DPW; and

**WHEREAS**, The Huntington Bank (“Huntington”) owns property adjacent to the portion of Wayburn Street and Alley to be vacated commonly known as 3180 Alter Road, Detroit, Michigan, and has agreed to convey the westerly portion of the vacated Wayburn Street, which would otherwise revert to Huntington, to the City by quit claim deed, and has agreed to grant an

easement over Huntington's property, including the vacated westerly 8' of the Alley, for the construction of a sidewalk and dedication of that sidewalk for use by the general public; and

**WHEREAS**, Council has before it a proposed agreement with Huntington providing for the grant of easement described above and quit claim deed conveying the westerly half of vacated Wayburn Street; and

**WHEREAS**, notice of this Council meeting was given in the manner prescribed by the Open Meetings Act, Act No. 267, Public Acts of Michigan 1976, as amended;

**NOW THEREFORE BE IT RESOLVED** that:

1. The City shall hold a public meeting on \_\_\_\_\_, 2021 at \_\_\_\_\_ PM for the purpose of hearing any objections to the proposed vacation of Wayburn Street and the Alley;
2. After the public meeting is held, a vote will be held on this Resolution at the Council meeting to be held on \_\_\_\_\_, 2021 at \_\_\_\_\_ PM; and
3. That the City Council, pursuant to the authority granted to it by MCL 117.4h and Section 7.6 of the City Charter, hereby vacates the portion of Wayburn Street legally described on the attached Exhibit A, and portion of the Alley shown on Exhibit B.

At a Council meeting held on \_\_\_\_\_, 2021, following a public hearing to address any objections or concerns to the proposed vacation of Wayburn Street was held on \_\_\_\_\_, 2021, at \_\_\_\_\_ PM, and after discussion, the following roll call vote was taken:

RESOLUTION DECLARED ADOPTED.

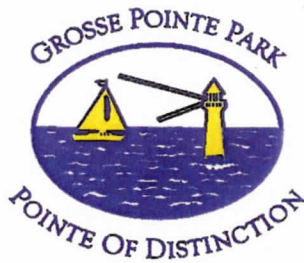
\_\_\_\_\_  
Jane Blahut, City Clerk  
City of Grosse Pointe Park

**EXHIBIT A**  
**PORTION OF WAYBURN STREET**  
**TO BE VACATED BY RESOLUTION**

LAND SITUATED IN THE CITY OF GROSSE POINTE PARK, COUNTY OF WAYNE,  
STATE OF MICHIGAN, LEGALLY DESCRIBED AS FOLLOWS:

ALL OF WAYBURN STREET ADJACENT TO LOT 37 (EXCEPT THE  
NORTHERLY PART THEREOF TAKEN FOR THE WIDENING OF MACK  
AVENUE) AND LOT 38, MARYLAND PARK SUBDIVISION, OF LOT 1 OF  
PLAT OF LOT NO. 2 OF ALTERS PLAT OF WEST PART OF P.C. 570,  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 34,  
PAGE 95 OF PLATS, WAYNE COUNTY RECORDS.

**EXHIBIT B  
PORTION OF PUBLIC ALLEY  
TO BE VACATED BY RESOLUTION**



**Council Meeting**  
***Date: August 23, 2021***

<b>TITLE: Huntington Bank Agreement</b>	<b>DATE: 8/19/2021</b>
<p><b>SUMMARY:</b> An agreement with Huntington Bank related to construction of the new DPW facility is being presented to Council for approval. Huntington Bank has agreed to the terms of the agreement presented and an executed version is or will be included for review. The agreement contemplates and is contingent on the vacation of Wayburn.</p> <p>The agreement provides City ownership for Huntington's portion of vacated Wayburn and allows for an easement on Huntington's property to allow a City constructed and maintained sidewalk to allow pedestrian access to Mack Ave according to the attached exhibit. The City agreed to pay for Huntington's attorney fees for review of the agreement, which are estimated to be \$2,500. There is no other cost to the City in acquiring the fee ownership to the portion of Wayburn or for the easement access.</p>	
<b>FINANCIAL IMPACT:</b> \$2,500 to cover Legal Fees	
<b>RECOMMENDATION:</b> Adopt Agreement with Huntington Bank for Easement	
<b>PREPARED BY:</b> Jake Howlett	<b>TITLE:</b> City Attorney

**AGREEMENT BETWEEN HUNTINGTON BANK AND THE CITY OF GROSSE  
POINTE PARK TO TRANSFER PROPERTY UNDER VACATED STREET AND TO  
PROVIDE AN EASEMENT FOR THE CONSTRUCTION OF A PUBLIC SIDEWALK**

THIS AGREEMENT FOR THE TRANSFER OF PROPERTY AND FOR GRANTING OF EASEMENT ("Agreement") is made as of the Effective Date (as defined below), by and between The Huntington National Bank ("Huntington") and The City of Grosse Pointe Park, Michigan ("GPP"). Huntington and GPP shall be known collectively as the "Parties."

**BACKGROUND**

1. The Grosse Pointe Park Tax Increment Finance Authority ("TIFA") is constructing a new Department of Public Works ("DPW") Facility for GPP's use in the area of Mack Avenue and Wayburn Street. GPP will initially lease the facility and then own it once the TIFA bond for the DPW is paid off.

2. Huntington owns a bank branch adjacent to the DPW construction site that abuts Wayburn Street, which is commonly known as 3180 Alter, Detroit, Michigan (the "Huntington Property"). The Huntington Property is legally described on the attached Exhibit A.

3. As part of the construction for the DPW facility, GPP will vacate Wayburn Street via resolution approved by the City Council, and any other means necessary to vacate the street. GPP will also construct a sidewalk for public ingress and egress as shown on the drawing attached as Exhibit B(1).

4. To facilitate the construction of the DPW facility, Huntington agrees to transfer all of its rights to the westerly half of the vacated Wayburn Street adjacent to the Huntington Property, which would otherwise revert to Huntington when Wayburn Street is vacated (the "Wayburn Property"). Huntington agrees to convey the Wayburn Property by quitclaim deed to GPP in the form that is attached as Exhibit D, and to grant GPP an easement on the Huntington Property to construct a sidewalk, in the form that is attached as Exhibit C.

5. The drawings attached hereto as Exhibits B(1) and B(2) depict the area of Wayburn Street to be vacated, including the Wayburn Property to be conveyed to GPP, and the easement area upon which GPP will construct and maintain a sidewalk.

**TERMS OF AGREEMENT**

WITNESSETH:

In consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **EASEMENT.** Huntington agrees to grant an easement as depicted in Exhibit B(1) over its property for the construction of a public sidewalk. Huntington grants to GPP a license to enter the Huntington Property for the purpose of constructing



the sidewalk, and to dedicate the sidewalk for use by the general public once complete. The form of easement is attached as Exhibit C. GPP agrees to maintain, at its sole cost, the easement area and sidewalk and agrees to construct the sidewalk in a good and workmanlike manner at its sole cost. Additionally, GPP agrees to construct a six (6) foot fence along the Wayburn Property lot line between the Wayburn Property and the easement area on the Huntington Property at GPP's sole cost and expense. Such fencing shall be made of materials consistent with those of the DPW Facility and shall be constructed in a good and workmanlike manner.

2. **EASEMENT MAINTENANCE.** GPP will construct, maintain, repair, and keep in good condition the sidewalk shown in Exhibit B(1) and described herein. GPP will not cause any damage or increased use of the Huntington Property, including the drainage area adjacent to the sidewalk.
3. **WAYBURN QUIT CLAIM DEED.** Huntington agrees to waive its property interest in the property underneath Wayburn Street and quit claim any interest it has in the Wayburn Property to GPP. GPP will vacate the street according to the attached Exhibit B(2), according to the GPP Charter and applicable legal requirements for street vacation. The Quit Claim Deed is attached hereto as Exhibit D. GPP will record the Quit Claim Deed only after the vacation of Wayburn Street is complete. Huntington's obligation to enter into the easement agreement with GPP shall be contingent upon GPP's successful vacation of Wayburn Street.
4. **CONSULTATION WITH ATTORNEYS.** The Parties represent and warrant that each of them has undertaken its own investigation of the facts and is relying solely upon its own knowledge and the advice of legal counsel. The Parties further represent and warrant to each other that they have each consulted with independent legal counsel and other advisors to the extent they deemed such consultation necessary or appropriate, and have been provided with a reasonable period of time to consider and execute this Agreement. The Parties, therefore, stipulate and agree that this Agreement shall not be construed against any Party as the drafter thereof. All provisions of this Agreement have been negotiated by the Parties at arms' length, and no Party shall be deemed the scrivener of this Agreement. The Parties agree and direct that the rule of contract construction providing that ambiguous contract terms should be interpreted against the drafting party shall not apply nor be applied to this Agreement. GPP agrees that it shall pay for and/or reimburse Huntington for all of its attorney's fees incurred in connection with this Agreement within thirty (30) days of Huntington's request for payment.
5. **RELIANCE ON REPRESENTATIONS.** Each Party hereby expressly warrants and represents to the other that no promise or agreement that is not expressed in this Agreement has been made to it in executing this Agreement, and that neither Party is relying upon any statement or representation of the opposing Party. The Parties agree and stipulate that each Party is relying upon only the representations

and warranties contained in this Agreement in entering into this Agreement. These representations and warranties shall survive the execution of this Agreement indefinitely.

6. **ENTIRE AGREEMENT AND INTEGRATION CLAUSE.** Besides those facts listed in the Background herein, this Agreement integrates the whole of all agreements and understandings of any sort or character between the Parties concerning the subject matter of the Agreement and any other dealings between the Parties, and supersedes all prior negotiations, discussions, or agreements of any sort whatsoever, whether oral or written. There are no representations, agreements, or inducements, except as set forth expressly and specifically in this Agreement. THERE ARE NO UNWRITTEN, ORAL, OR VERBAL UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS OF ANY SORT WHATSOEVER, IT BEING STIPULATED THAT THE RIGHTS OF THE PARTIES HERETO AGAINST ANY OPPOSING PARTY HERETO SHALL BE GOVERNED EXCLUSIVELY BY THIS AGREEMENT.
7. **AMENDMENTS IN WRITING.** This Agreement may only be amended or modified by a written instrument that has been executed by the Parties. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement.
8. **NON-WAIVER.** No waiver by any Party of any condition or of any breach of any term, covenants, representation or warranty contained in this Agreement shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, covenants, representation or warranty contained in this Agreement.
9. **SEVERABILITY.** Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly.
10. **SIGNATURES.** For purposes of this Agreement, and any modifications, facsimile or electronic signatures shall be construed as original. This Agreement may be executed in counterparts.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement is executed as of the date and year as indicated below:

**AGREED AND ACCEPTED:**  
**THE HUNTINGTON NATIONAL BANK**

Doreen Gazzo-Mitchell  
Signature

Doreen GAZZO-Mitchell  
Printed Name Title  
August 20 . 2021  
Date

**AGREED AND ACCEPTED:**  
**THE CITY OF GROSSE POINTE PARK**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Title  
\_\_\_\_\_. 2021  
Date

**Exhibit A**  
**Huntington Property Legal Description**

The land referred to in this Commitment is described as follows:

PARCEL 1: Lot 57, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.

PARCEL 2: Lot 58, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.

PARCEL 3: Lots 63 and 64 (except Mack Avenue as widened), of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.

PARCEL 4: Part of Lots 59 and 60, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records, more particularly described as follows:

Beginning at the intersection of the Westerly line of Wayburn Avenue, 60 feet wide, (as now established) and the Southerly line of Mack Avenue, 120 feet wide, (as now established); thence Southerly along the Westerly line of Wayburn Avenue a distance of 73.29 feet to a point on the Northerly line of a public alley 18 feet wide; thence Westerly along the Northerly line of the public alley, a distance of 63.39 feet to a point; thence Northerly a distance of 71.68 feet to a point in the Southerly line of Mack Avenue; thence Easterly along the Southerly line of Mack Avenue, a distance of 46.63 feet to the point of beginning.

PARCEL 5: Lots 61 and 62, EXCEPT that part taken for widening of Mack Avenue, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.

PARCEL 6: Lots 65 and 66, EXCEPT that part taken for widening of Mack Avenue, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.

PARCEL 7: Lots 67, 68 and 69, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records, EXCEPT the North part thereof taken by the City of Detroit for widening of Mack Avenue, being 27.46 feet on East line of Lot 67 and 27.73 feet on the West line of Lot 69.

PARCEL 8: Lot 70, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.

PARCEL 9: Lot 71, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.

PARCEL 10: Lots 72 and 73, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.

Together with that portion of vacated public alleys as set forth in Liber 54880, Page 863 of the records of Wayne County, Michigan Register of Deeds.

Parcel No. 21001004-8

Commonly known as: 3180 Alter Road, Detroit, MI 48215

**Exhibit B(1)**  
**Sidewalk Drawing**

# EXHIBIT

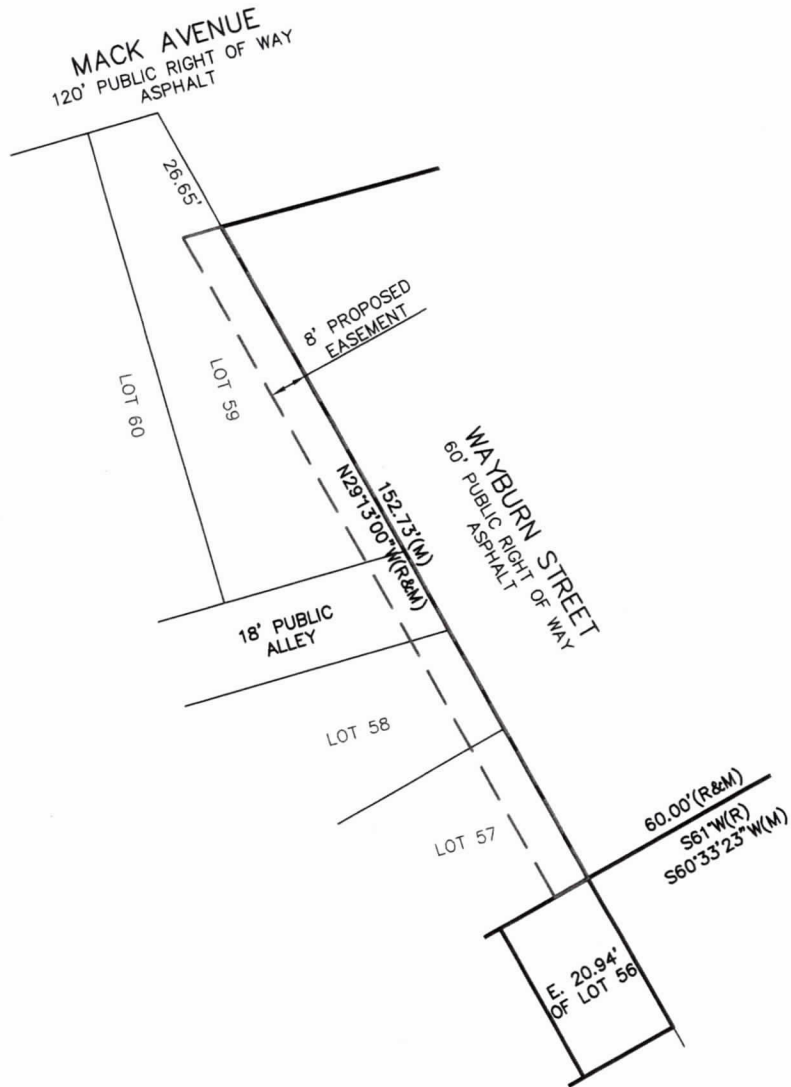
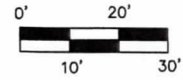
## 8' EASEMENT DESCRIPTION:

THE LAND SITUATED IN THE CITY OF GROSSE POINTE PARK, COUNTY OF WAYNE, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

THE EASTERLY 8 FEET OF LOTS 57, 58, AND 59, EXCEPT THE NORTHERLY 26.65 FEET OF LOT 59, ALSO THE EASTERLY 8 FEET OF THE 18 FOOT ALLEY ADJACENT TO LOTS 58 AND 59, MARYLAND PARK SUBDIVISION, OF LOT 1 OF PLAT OF LOT NO. 2 OF ALTERS PLAT OF WEST PART OF P.C. 570, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 34, PAGE 95 OF PLATS, WAYNE COUNTY RECORDS.



SCALE 1" = 30'



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PREPARED FOR: STUCKY-VITALE ARCHITECTS	
FIELD SURVEY: N/A	DATE: MAY 26, 2021
DRAWN BY: MRJ	SHEET: 1 OF 1
SCALE: 1" = 30'	JOB NO.: 20-02805

**Exhibit B(2)**  
**Wayburn Drawing**





**Exhibit C**  
**Form of Easement**

### **SIDEWALK EASEMENT**

THIS SIDEWALK EASEMENT (the “**Agreement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between The Huntington National Bank, a national banking association, whose address is 5555 Cleveland Avenue, GW 1097, Columbus, OH 43231 (“**Grantor**”) and The City of Grosse Pointe Park, a Michigan municipal corporation, whose address is 15115 East Jefferson Avenue, Grosse Pointe Park, Michigan 48230 (“**Grantee**”).

#### **RECITALS:**

A. Grantor owns a parcel of land located in the City of Grosse Pointe Park, County of Wayne, State of Michigan, described and depicted on **Exhibit A** attached hereto (“**Grantor’s Property**”).

B. Grantee is, or will be, the fee simple owner of a parcel of land located in the City of Grosse Pointe Park, County of Wayne, State of Michigan adjacent to the Grantor’s Property described on **Exhibit B** attached hereto (“**Grantee’s Property**”), which Grantee intends to develop into a Department of Public Works (“DPW”) Facility for the Grantee’s use (the “**Project**”).

C. In connection with the development of Grantee’s Property for the Project, Grantor has agreed to grant a permanent easement for construction, installation, repair, maintenance and replacement of a sidewalk, along with the removal of any trees, shrubs, and/or vegetation, grading and to other matters, which in the reasonable discretion of Grantee, may be necessary in connection with construction, use, repair and replacement of the sidewalk (the “**Easement**”) over, under and across a portion of the Grantor’s Property as further described in **Exhibit C** attached hereto (the “**Easement Area**”). Additionally, Grantor desires to grant a non-exclusive temporary construction easement over a limited portion of the Grantor’s Property extending fifteen (15) feet from the eastern property line for the purpose of construction and installation of the sidewalk (the “**Temporary Construction Easement**”).

D. The parties desire to enter into a written agreement to provide for easement rights and responsibilities in connection with the construction and maintenance of the sidewalk.

## **AGREEMENT:**

NOW THEREFORE, in consideration of under One Hundred Dollars (\$100), the receipt and sufficiency is hereby acknowledged, Grantor grants to Grantee as follows:

1. Grantor hereby grants the Easement over the Easement Area to Grantee, its successors and assigns in perpetuity, for the benefit of Grantee's Property as it may be developed from time-to time, and to the public to the extent it is dedicated. Further, Grantor hereby grants the Temporary Construction Easement over the Grantor's Property to Grantee for the purposes of construction and installation of the sidewalk. Grantee shall promptly repair any damage caused to the Grantor's Property resulting from the construction of the sidewalk. Grantee shall complete the construction of the sidewalk within one (1) year of the date of this Agreement. Notwithstanding the foregoing, Grantor expressly reserves the right to use Grantor's Property, including the Easement Area, in its entirety for any purposes that do not unreasonably interfere with the rights granted by this Agreement.

2. Grantee shall be solely responsible for the cost of installing, constructing, maintaining and repairing the sidewalk within the Easement Area in a good and workmanlike manner and in accordance with all applicable laws, ordinances, administrative regulations and building codes. Upon completion of any construction, maintenance, repair and/or replacement of the Easement and/or sidewalk, Grantee shall repair promptly any damage to the Easement Area and/or Grantor's Property caused by or resulting from the work and/or use of the Easement caused by Grantee or its agents, representatives, employees, contractors, and licensees, including but not limited to regrading, reseeding and/or returfing the disturbed areas to a condition consistent with the condition thereof immediately preceding the commencement of such work.

3. The Easement and Temporary Construction Easement herein granted includes the right of Grantee and its agents, contractors and employees to enter the Grantor's Property for the purpose of exercising their rights and obligations under this Agreement, provided such entry shall not unreasonably disturb Grantor's use of Grantor's Property.

4. No buildings, fences, walls or structures shall be erected on, over, across, in or through the Easement Area by Grantor. No other improvements or landscaping shall be erected on, over, across, in or through the Easement Area by Grantor if such will interfere with use of the sidewalk or the other rights granted to Grantee hereunder. Grantor will not interfere with the rights to the Easement Area granted to Grantee herein, including granting any further easements in the Easement Area which interfere with such rights of Grantee.

5. Grantee shall protect, indemnify, defend, and hold Grantor, its members, directors, officers, shareholders, partners and employees harmless from and against any and all claims, costs, expenses, liabilities and losses accruing from, concerning, pertaining to, in relation to, in connection with, and/or resulting from the acts or omissions of Grantee, or its agents, representatives, employees, contractors, and licensees in relation to the construction, maintenance, repair, use and enjoyment of the Easement, except to the extent any such claims,

costs, expenses, liabilities and losses result from the acts or omissions of Grantor, or Grantor's agents, representatives, employees, contractors or licensees.

6. Upon completion of the sidewalk, the sidewalk installed in the Easement Area shall be deemed a public sidewalk.

7. The Temporary Construction Easement shall expire and be void and of no further effect as of the earlier of (i) the date such initial construction of the sidewalk is completed, or (ii) one (1) year from the date of this Agreement. The foregoing sentence shall be self-operative and there shall be no need for any release or modification of this instrument to effectuate the same.

8. Grantee hereby covenants and agrees that (a) the operation, maintenance, repair and replacement of the sidewalk and Easement shall, in all material respects, be performed in compliance with any and all laws, rules, regulations, statutes, codes, ordinances, permits, certificates, orders and licenses of any and all applicable governmental authorities, (b) the sidewalk and Easement shall be maintained, repaired and replaced in a good and workmanlike manner, (c) the sidewalk, Easement and Grantor's Property shall be kept free and clear of all mechanic's liens and materialmen's liens and any similar lien for provision of labor, work, materials, supplies, inputs, equipment and professional services, and Grantee agrees to discharge, or cause to be discharged, any such lien within thirty (30) days of receiving notice thereof.

9. This Agreement shall run with the land and benefits the Grantee's Property and burdens the Grantor's Property.

10. In the event that the City or other applicable governmental entities require modification to the Easement Area or this Agreement, the Grantee and Grantor agree to execute an amendment to this Agreement to incorporate such changes, in a form reasonably acceptable to Grantor.

11. This Agreement may be terminated, modified or amended only by a written instrument recorded in the office of the Register of Deeds in Wayne County, Michigan signed by all of the owners then having an interest in the Easement Area, and any portion thereof. This Agreement shall not be binding on Grantee unless and until Grantee (i) takes title of the portion of Wayburn Road from Grantor which is described in a separate agreement between Grantor and Grantee, and (ii) develops the Project. Notwithstanding the foregoing to the contrary, this Agreement shall remain in effect after any transfer of title to another party by Grantee.

12. Grantor shall obtain consents and subordinations to this Agreement from any mortgagee or other party holding an interest in the Easement Area superior to this Agreement which could result in a termination of this Agreement if such superior interest was enforced.

13. Grantor represents that Grantor is the fee simple owner of the Grantor Property will full authority to execute this Agreement and grant the easements described in this Agreement.

14. Any notice required or given under this Agreement shall be in writing and shall be sent by registered or certified U.S. Mail or by nationally recognized overnight delivery service to the party entitled to receive the same at the address as stated at the beginning of this Agreement or such alternate address as has been furnished in writing to the other party to this Agreement.

This instrument is exempt from real estate transfer taxes pursuant to MCL §207.505(a) and §207.526(a).

*[signatures on following pages]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

**GRANTOR**

THE HUNTINGTON NATIONAL BANK,  
a national banking association

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

The Foregoing instrument was acknowledged before me on \_\_\_\_\_, 2021,  
by \_\_\_\_\_, the \_\_\_\_\_ of The Huntington  
National Bank, a national banking association, on behalf of such association.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

*(signatures continue on following page)*

**GRANTEE**

THE CITY OF GROSSE POINTE  
PARK, a Michigan municipal  
corporation

By:

\_\_\_\_\_

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

Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
                                  )ss.  
COUNTY OF WAYNE         )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2021, by  
\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ of The City of Grosse Pointe Park, a Michigan  
municipal corporation, on behalf of the City.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

**DRAFTED BY AND WHEN  
RECORDED RETURN TO:**  
Alexandra E. Dieck  
Bodman PLC  
201 S. Division Street, Suite 400  
Ann Arbor, MI 48104



**EXHIBIT A**  
**Grantor's Property**

The land referred to in this Commitment is described as follows:

PARCEL 1: Lot 57, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.

PARCEL 2: Lot 58, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.

PARCEL 3: Lots 63 and 64 (except Mack Avenue as widened), of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.

PARCEL 4: Part of Lots 59 and 60, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records, more particularly described as follows:

Beginning at the intersection of the Westerly line of Wayburn Avenue, 60 feet wide, (as now established) and the Southerly line of Mack Avenue, 120 feet wide, (as now established); thence Southerly along the Westerly line of Wayburn Avenue a distance of 73.29 feet to a point on the Northerly line of a public alley 18 feet wide; thence Westerly along the Northerly line of the public alley, a distance of 63.39 feet to a point; thence Northerly a distance of 71.68 feet to a point in the Southerly line of Mack Avenue; thence Easterly along the Southerly line of Mack Avenue, a distance of 46.63 feet to the point of beginning.

PARCEL 5: Lots 61 and 62, EXCEPT that part taken for widening of Mack Avenue, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.

PARCEL 6: Lots 65 and 66, EXCEPT that part taken for widening of Mack Avenue, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.

PARCEL 7: Lots 67, 68 and 69, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records, EXCEPT the North part thereof taken by the City of Detroit for widening of Mack Avenue, being 27.46 feet on East line of Lot 67 and 27.73 feet on the West line of Lot 69.

PARCEL 8: Lot 70, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.

PARCEL 9: Lot 71, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.

PARCEL 10: Lots 72 and 73, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.

Together with that portion of vacated public alleys as set forth in Liber 54880, Page 863 of the records of Wayne County, Michigan Register of Deeds.

ParcelNo. 21001004-8

Commonly known as: 3180 Alter Road, Detroit, MI 48215

**EXHIBIT B**  
**Grantee's Property**

THE LAND SITUATED IN THE CITY OF GROSSE POINTE PARK, COUNTY OF WAYNE, STATE OF MICHIGAN, IS , STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

PARCEL B: LOTS 31 AND 32, EXCEPT THE NORTHERLY PART THEREOF MEASURING 29.08 FEET ON THE WESTERLY LINE OF LOT 32 AND 29.26 FEET ON THE EASTERLY LINE OF LOT 31 OF MARYLAND PARK SUBDIVISION, PART OF PRIVATE CLAIM 570, AS RECORDED IN LIBER 34 OF PLATS, PAGE 95 OF WAYNE COUNTY RECORDS.

PARCEL D: LOT(S) 38, MARYLAND PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN LIBER 34 OF PLATS, PAGE 95, WAYNE COUNTY RECORDS.

PARCEL E: LOT 39 OF MARYLAND PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN LIBER 34 OF PLATS, PAGE 95, WAYNE COUNTY RECORDS.

PARCEL F: PARCEL 1: EASTERLY 20.94 FEET OF LOT 56, "MARYLAND PARK SUB'N", AS RECORDED IN LIBER 34, PAGE 95 OF PLATS, WAYNE COUNTY RECORDS. PARCEL 2: WESTERLY 33 FEET OF EASTERLY 53.94 FEET OF LOT 56, "MARYLAND PARK SUB'N", AS RECORDED IN LIBER 34, PAGE 95 OF PLATS, WAYNE COUNTY RECORDS. PARCEL 3: WESTERLY 47.53 FEET OF LOT 56, "MARYLAND PARK SUB'N", AS RECORDED IN LIBER 34, PAGE 95 OF PLATS, WAYNE COUNTY

ParcelNos.: 39007080031001; 39007080038000; 39007080039000; 39007080056003

**EXHIBIT C**  
**Easement Area**  
*(see attached)*

# EXHIBIT

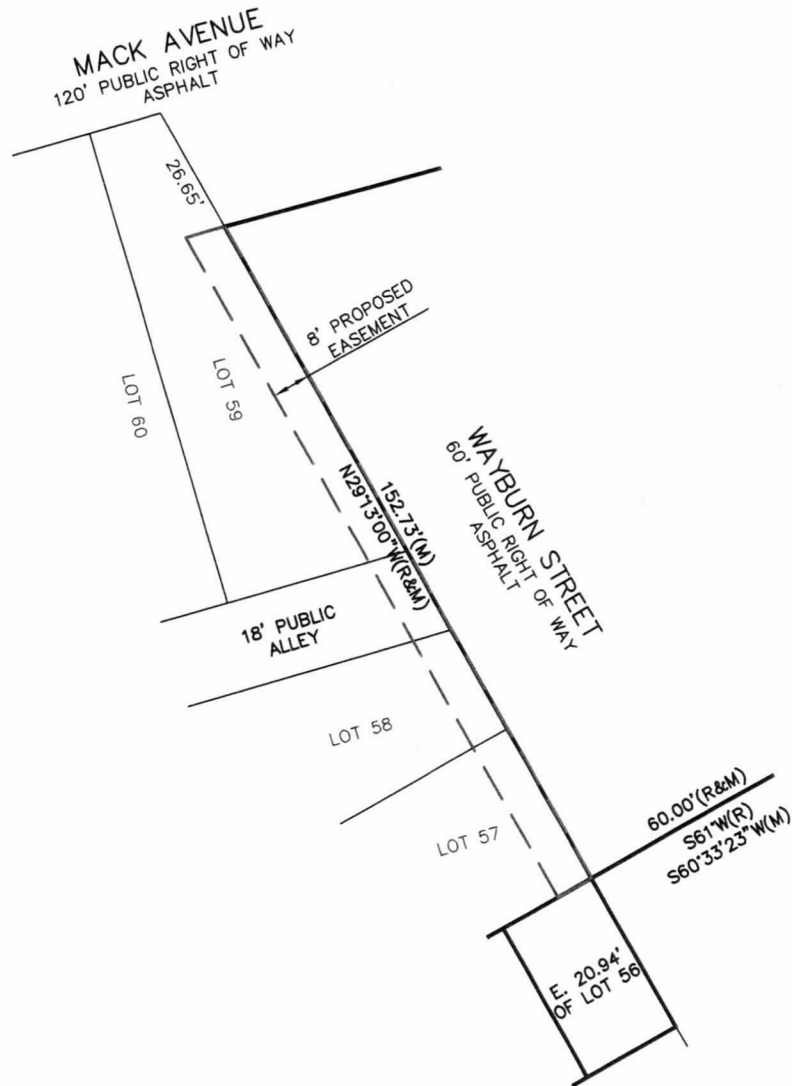
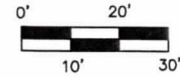
## 8' EASEMENT DESCRIPTION:

THE LAND SITUATED IN THE CITY OF GROSSE POINTE PARK, COUNTY OF WAYNE, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

THE EASTERLY 8 FEET OF LOTS 57, 58, AND 59, EXCEPT THE NORTHERLY 26.65 FEET OF LOT 59, ALSO THE EASTERLY 8 FEET OF THE 18 FOOT ALLEY ADJACENT TO LOTS 58 AND 59, MARYLAND PARK SUBDIVISION, OF LOT 1 OF PLAT OF LOT NO. 2 OF ALTERS PLAT OF WEST PART OF P.C. 570, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 34, PAGE 95 OF PLATS, WAYNE COUNTY RECORDS.



SCALE 1" = 30'



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PREPARED FOR: STUCKY-VITALE ARCHITECTS

FIELD SURVEY: N/A

DATE: MAY 26, 2021

DRAWN BY: MRJ

SHEET: 1 OF 1

SCALE: 1" = 30'

JOB NO.: 20-02805

**Exhibit D**  
**Quit Claim Deed**

**QUIT CLAIM DEED**

---

The Huntington National Bank, a national banking association, as grantor (“grantor”), whose address is 5555 Cleveland Avenue, GW 1097, Columbus, OH 43231, QUIT CLAIMS to The City of Grosse Pointe Park, a Michigan municipal corporation, as grantee (“grantee”), whose address is 15115 East Jefferson Avenue, Grosse Pointe Park, Michigan 48230, the property described on Exhibit A attached hereto, for the full consideration less than Ten Dollars (\$10).

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The grantor grants to the grantee the right to make all available divisions under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This Deed is exempt from county and state transfer taxes under MCL 207.505(a) and MCL 207.526(a) respectively.

IN WITNESS WHEREOF, the grantor has executed and delivered this Quit Claim Deed as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**

THE HUNTINGTON NATIONAL BANK, a  
national banking association

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of The Huntington National Bank, a national banking association, on behalf of such association.

\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

**Parcel Identification No(s):**  
 See Exhibit A attached

**Send Subsequent Tax Bills To:** Grantee

**State Transfer Tax:** Exempt

**County Transfer Tax:** Exempt

**Prepared by:**  
 Alexandra Dieck  
 BODMAN PLC  
 201 S. Division Street, Suite 400  
 Ann Arbor, Michigan 48104

**When recorded return to:**  
 Alexandra Dieck  
 BODMAN PLC  
 201 S. Division Street, Suite 400  
 Ann Arbor, Michigan 48104



**EXHIBIT A**  
**DESCRIPTION OF REAL ESTATE**

The westerly half of vacated Wayburn Street as indicated on the amended plat recorded at  
Liber \_\_\_ Page \_\_\_\_, Wayne County Deeds on \_\_\_\_\_ [date].

14656899v1