

**AGENDA**  
**CITY OF GROSSE POINTE PARK**  
**CITY COUNCIL MEETING**

**September 27, 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 July 12<sup>th</sup> Meeting Minutes
  - II. Approval of August 23<sup>rd</sup> Meeting Minutes
  - III. Financial Update June 25-26 Storm
  - IV. Finance Report
- V. Public Comment (Agenda Items)
- VI. Manager & Public Safety Director Report
- VII. Committee and Commission Reports
- VIII. Unfinished Business
  - I. Pitters and Alter Properties
  - II. Vacation of Wayburn & Alley
  - III. Council Comment
- IX. New Business
  - I. Public Safety Equipment Donation
  - II. OHM Advisors Sewer Update
  - III. CCTV Bid Recommendation
  - IV. DDA Appointment
  - V. Planning Commission Appointment
  - VI. WCA Assessment Contract
  - VII. Ordinance 227
  - VIII. Council Comment
- X. Public Comment (Non Agenda Items)
- XI. Adjournment

**ZOOM MEETING AND TELECONFERENCE INFORMATION**

- Go to [zoom.us](https://zoom.us)
- Meeting ID: 861 9754 7231
- Password: 402481

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: 861 9754 7231

Password: 402481

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, September 26, 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 – July 12, 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; and Leah Smith, Assistant to the City Manager.

Mayor Denner made a brief statement regarding the storm event that occurred on June 25<sup>th</sup> – June 26<sup>th</sup>.

APPROVAL OF CONSENT AGENDA

Mayor Denner presented the consent agenda for approval.

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

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

NAYS: None

PUBLIC COMMENT (AGENDA ITEMS)

No public comment was presented.

MANAGERS REPORT

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

- June 25<sup>th</sup> – 26<sup>th</sup> Storm Event
- TIFA Residential & Business Improvement Grants
- Recycling
- Jefferson Traffic Islands
- Rent relief for Storm Impacted Renters
- City Action Landlord/Tenant Storm Concerns
- DTE
- Public Works Building
- City Hall Building

## COMMITTEE AND COMMISSION REPORTS

### Sustainability Committee

Councilmember Fluitt started that the Sustainability Committee met on June 16<sup>th</sup>. The following topics were discussed:

- RRS is currently working with the City to identify how the recycling process can be improved
- The City electrician is exploring options to convert the street lights from regular lights to LED lights and looking at utilizing TIFA funds to potentially pay for those updates along Kercheval and Charlevoix.
- Composting was discussed and the committee agreed that the City can encourage composting but it should not be offered as a City service.
- City Forester explained that the leaves picked up at the curb are taken up north and composted and then brought back to the City as top soil which is one example of sustainable practices in action.
- Discussed adding a sustainability section as part of the procurement policy
- A sustainability page has been added to the website to help share sustainable resources and information

### Public Service Committee

Mayor Denner stated that the Public Service Committee met June 15<sup>th</sup>. The main purpose of the meeting was to view the presentation and discuss the Drinking Water State Revolving Fund project which will be presented for final review and approval later in this meeting.

### UNFINISHED BUSINESS: COUNCIL COMMENT

Councilmember Relan requested an update on the posting of the TIFA/DDA Director position.

City Manager Sizeland stated that the position was posted on the City website, Michigan Municipal League, and Michigan Downtown Association websites.

Councilmember Read stated that she would like to have a standing agenda item on water infrastructure and emergency planning and response following the June 25<sup>th</sup> – 26<sup>th</sup> storm event.

Councilmember Fluitt requested that a discussion be held on the American Recovery Plan funding to determine the best use for the money.

### NEW BUSINESS: PUBLIC HEARING: DRINKING WATER STATE REVOLING FUND PROJECT PLAN

Mayor Denner stated that the purpose of the hearing and discussion is to approve the project application to the Drinking Water State Revolving Fund. Mayor Denner opened the public hearing and state that program is a low-interest funding mechanism the City can utilize to pay for infrastructure improvements. However, applying to the program does not guarantee approval. If the City is not approved for funding in 2022, the application may be utilized to secure grant funding, to re-apply next year, or a public service bond could be utilized to finance the project.



City Manager Sizeland stated that the application was originally due on July 1<sup>st</sup> with the requirement that a public hearing on the proposed project be held before that. EGLE did grant an extension for the public hearing following the June 25<sup>th</sup>-26<sup>th</sup> storm event which is why the project is being presented today. The purpose of the proposed project is to design and replace water main, water meters, existing lead water service lines, hydrants, and valves. Dead-end water mains will also be looped as feasible. The project will increase the reliability of the City's water system, protect public health, and maintain compliance with EGLE's revised Lead and Copper rule. The project will take place over five years 2022 – 2026 and the City is proposing funding the project with money collected from user charges. The estimated cost to users would be a total increase of up to \$66.00 per bimonthly billing cycle. The total project cost is estimated at \$27,700,000. City Manager introduced Mr. Patrick Droze and Ms. Krista Takacs from OHM Advisors to present the proposed project.

Mr. Droze and Ms. Takacs made a brief presentation regarding the project including:

- Drinking Water Revolving Plan Overview
- Grosse Pointe Park Statement of Need
- Recommended Improvements
- Anticipated Project Costs and Water Rates
- Environmental Impacts and Mitigation
- Project Benefits

Following the conclusion of the presentation, Mayor Denner asked if there was any public comment on the plan.

No public comments were presented.

Mayor Denner presented the project resolution for approval:

A RESOLUTION ADOPTING A FINAL PROJECT PLAN FOR WATER SYSTEM IMPROVEMENTS AND  
DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE

WHEREAS, the City of Grosse Pointe Park recognizes the need to make improvements to its existing water treatment and distribution system; and

WHEREAS, the City of Grosse Pointe Park authorized OHM Advisors, Inc. to prepare a Project Plan, which recommends the construction of 81,800 ft of replacement or looping, 8-inch or larger water main, and replacement of 1,225 lead service lines and water meters;

WHEREAS, said Project Plan was presented at a Public Hearing held on July 12, 2021 and all public comments have been considered and addressed;

NOW THEREFORE BE IT RESOLVED, that the City of Grosse Pointe Park formally adopts said Project Plan and agrees to implement the selected alternative: alternative 1 with horizontal directionally drilled water main, lead service line replacement, and service meter replacement.

BE IT FURTHER RESOLVED, that the City Manager, a position currently held by Nick Sizeland, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan

for a Drinking Water State Revolving Fund Loan to assist in the implementation of the selected alternative.

Motion by Mayor Denner, supported by Councilmember Read, to adopt the resolution adopting the final project plan for water system improvements and designating an authorized project representative.

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

NAYS: None

**NEW BUSINESS:  
REDISTRICTING RESOLUTION**

Mayor Denner stated that as a result of the census, redistricting occurs in each state every ten years. The State of Michigan created the Independent Citizens Redistricting Commission to assure that the district lines are drawn fairly through a transparent, non-partisan process that includes citizen feedback. Harper Woods and the Grosse Pointes were in the same district until the last redistricting in 2010, which placed Harper Woods in a different district. The Grosse Pointes and Harper Woods have expressed over the last decade their desire to be within the same district again and this resolution calls for that to occur.

Motion by Councilmember Read, supported by Councilmember Relan, to adopt the resolution regarding decennial redistricting.

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

NAYS: None

The resolution reads as follows:

**City of Grosse Pointe Park**

**RESOLUTION REGARDING DECENNIAL REDISTRICTING**

WHEREAS, the U.S. Constitution calls for a decennial Census of the population of the country and a reapportionment of representatives to the United States House of Representatives;

WHEREAS, upon completion of the Census every 10 years, states are required to approve new districts for the U.S. House of Representative as well as state office districts for state representatives and state senators;

WHEREAS, the citizens of the State of Michigan have established a Redistricting Commission to undertake the development and approval of redistricting plans based on the 2020 Census, and to take effect starting in 2022;

WHEREAS, the U.S. Supreme Court and the Michigan Constitution have established principles that the redistricting process must meet;

WHEREAS, redistricting plans are required to follow principles of being compact, contiguous, respecting borders of municipalities and natural geographic features, respecting minority voter rights to representation, and keeping communities with similar interests together;

WHEREAS, the six small municipalities consisting of the Grosse Pointes and Harper Woods comprise all of the suburban communities of the northeastern corner of Wayne County and a tiny part of Macomb County;

WHEREAS, the citizens of all of the Grosse Pointes and Harper Woods have lived for decades as one community sharing a multitude of services including one public school system serving all of the Grosse Pointes and a portion of Harper Woods, shared mutual aid for police and fire, and many other services and expenses forming a single community of interest;

WHEREAS, the redistricting plan in place for the last decade divided this community of interest into two districts: State District 1 consisting of Grosse Pointe Shores, Grosse Pointe Woods, Harper Woods, and a neighboring part of Detroit, and State District 2 consisting of Grosse Pointe Farms, Grosse Pointe City, Grosse Pointe Park, and a portion of Detroit, two State Senate districts, and a Congressional district stretching in convoluted fashion all the way to Pontiac;

WHEREAS, division of the Grosse Pointes and Harper Woods into multiple legislative districts does not respect the long-established redistricting principle to draw elected representatives' district boundaries to respect communities of interest;

AND WHEREAS, redistricting should allow a long-time combined community, its residents, businesses, infrastructure, and the community as a whole, to be represented together to have an effective and unified voice in Lansing and Washington, D.C.;

NOW, THEREFORE, BE IT RESOLVED, that the City of Grosse Pointe Park requests the Michigan Redistricting Commission approve a redistricting plan keeping Grosse Pointe Park and its neighbors in the same state and federal legislative districts, and that a copy of this resolution be immediately provided to the members of the Michigan Restricting Commission for their consideration.

NEW BUSINESS:  
COUNCIL COMMENT

Councilmember McConnell requested that a budget update be provided explaining the impact of the June 25<sup>th</sup> – 26<sup>th</sup> storm event on the budget.

Councilmember Read requested that a quarterly update on the budget be provided to City Council moving forward.

PUBLIC COMMENT (NON-AGENDA ITEMS)

No public comment was presented.

CONVENE TO CLOSED DOOR SESSION - LITIGATION



Mayor Denner stated that the closed-door session was requested by administration.

Motion by Mayor Denner, supported by Councilmember Hodges, to enter into a closed-door session under section 8h of the open meetings act to consider material exempt from discussion or disclosure by state or federal statute per written attorney-client opinion letter.

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

NAYS: None

Mayor Denner stated that the closed door session would start after a five minute break.

Mayor Denner reconvened the meeting to open session at 9:55 pm.

Motion by Mayor Denner, supported by Councilmember Robson, to adopt the recommendation as provided by the City Manager and City Labor Attorney.

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

NAYS: None

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

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

NAYS: None

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

COUNCIL MEETING – August 23, 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; Patrick Droze, OHM Advisors, City Engineer; Valerie Novaes, and Courtney Delmege, Deputy Clerk.

APPROVAL OF CONSENT AGENDA

Mayor Denner presented the consent agenda for approval.

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

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

NAYS: None

PUBLIC COMMENT (AGENDA ITEMS)

City Manager Sizeland read two written comments that were received.

No verbal comments were made.

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 2020 Olympic Team in the 4x100 Freestyle 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 garnered 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 placed second 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 championship 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-Freestyle and 100- Freestyle, and 21<sup>st</sup> in the 200-Freestyle. Her finish in the 100- Freestyle qualified her for the 2019 World University Games in Naples, Italy;

**WHEREAS**, in those games, in the women's 4 x 100 Freestyle Relay Catie was part of the USA gold-medal team, swimming the third leg and handing off to her sister Gabby, who completed the victory;

**WHEREAS**, In the Tokyo Olympics, Catie swam for the U.S. team in the 4 x 100 Freestyle Relay semifinal, helping put the team into the final competition, where they won the bronze medal;

**NOW, THEREFORE BE IT RESOLVED**, Mayor Denner and members of Council acknowledge and honor Catie DeLoof for her many accomplishments, particularly her role in achieving an Olympic medal for the United States swimming team.

Dated: August 23, 2021

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

#### MANAGERS REPORT

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

- Wayne County ARPA
- FEMA Hazard Grant
- Road Paving
- SBA & FEMA
- DTE
- Recycling Update
- Patterson Park Parking Lot
- TIFA/DDA Director
- Communicator
- Meetings regarding sewer work

#### GLWA INTERIM CEO SUZANNE COFFEY

GLWA Interim CEO Suzanne Coffey presented a brief update on GLWA systems operations. The regional operating system is operating as it was designed. Since the June storm event, regular meetings have been taking place between GLWA and DTE to advance the dialog about short- and long-term improvements regarding the power supply. The region continues to have discussions about the past



rain events and it is being recognized that the level of service that the system provides for environmental protection is likely different than the level of protection that is needed for flood control.

Regarding the June 25-26, 2021 flood event, there is an internal investigation that is moving along. This type of after-action report is conducted after any major incident and it includes work not only with consultants but with member partners as well. There is also an independent investigation being conducted by GLWA board of directors to ensure full transparency and trust in their findings and outcomes. An ADHOC committee of GLWA board of directors has hired attorney Jeffrey Collins to run the independent investigation as well as two highly regarded engineering firms to conduct the technical elements of the analysis and GLWA's response. Both investigations are expected to conclude in 60-90 days. Both GLWA staff and the boards consultants have committed to providing periodic updates to the GLWA board in the board's public meetings.

#### COMMITTEE AND COMMISSION REPORTS

There were no committee and commission reports presented.

#### UNFINISHED BUSINESS:

#### CITY OF GROSSE POINTE PARK Ordinance No. 226

#### AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GROSSE POINTE PARK BY REVISING AND AMENDING CHAPTER 7, SECTION 14, OF THE CODE OF THE CITY OF GROSSE POINTE PARK RELATING TO GUTTER AND DOWNSPOUT CONNECTIONS,

#### THE CITY OF GROSSE POINTE PARK ORDAINS:

##### **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 Sections 7-14 and 7-15, maintain any Illicit Connection, engage in any Illicit Discharge, or fail 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. Violations shall be subject to the penalties set forth herein:

- i. The first violation within thirty-six months shall be a civil infraction with a maximum penalty of a \$50 fine.
- ii. The second violation within thirty-six months shall be a civil infraction with a maximum penalty of a \$150 fine.
- iii. The third or subsequent violation within thirty-six months shall be a misdemeanor with a maximum penalty of a \$500 fine and/or 90 days in jail. The fines described in this Section shall be in addition to cost assessments, expenses, and/or damages assessed under the law.

(2) For the avoidance of doubt, 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.

**This ordinance shall take effect September 12, 2021**

ORDINANCE 226 GUTTER AND DOWNSPOUT DISCONNECTION





Task 2: Condition Assessment and Targeted Inflow Removal	\$32,100
Task 3: Flow Metering	\$36,800
Task 4: Hydraulic Model Analysis	\$49,300
Task 5: Resiliency	\$5,800
Task 6: Public Engagement	\$12,000
Task 7: Reporting	\$4,800
<b>Total</b>	<b>\$156,000</b>

Finance Director Blahut noted that there is \$156,000 in the water and sewer fund reserves to cover these costs.

Motion by Councilmember McConnell, supported by Councilmember Relan to approve cost for services from OHM advisors not to exceed \$156,000.

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

NAYS: None

**NEW BUSINESS:  
AMERICAN RESCUE PLAN FUNDING**

City Manager Sizeland presented information regarding the American Rescue Plan Act signed by President Biden 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.

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.

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.

**Recommended allocation of First Received Payment of American Rescue Plan Dollars**

- \$50,000 for Businesses impacted by the Covid-19 Pandemic outside of the Tax Increment Finance Authority and Downtown Development Authority.
- \$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 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 sent to county for 10-15 Million Dollars.
- \$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.



Motion by Councilmember Read, supported by Councilmember Fluitt to approve recommended expense allocation with an amendment to remove \$50,000 for Mack Avenue Corridor Project and replace with allocation to resident assistance regarding downspout disconnection.

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

NAYS: None

**NEW BUSINESS:  
RECYCLING EXTENSION**

City Manager Sizeland introduced Matthew Naud, Associate Senior Consultant of Resource Recycling Systems to present the recycling bid recommendation. It is recommended 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.

GFL is charging \$8.71 per billing cycle, totaling \$52.20 annually per homeowner in Fiscal Year 20-21. July 1, 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.

Motion by Councilmember Relan, supported by Councilmember Fluitt to approve the bid recommendation as presented.

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

NAYS: None

**NEW BUSINESS:  
WAYNE COUNTY MITIGATION PLAN**

**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 \_\_\_\_\_

---

Jane Blahut  
City Clerk  
Grosse Pointe Park

Motion by Councilmember McConnell, supported by Councilmember Hodges, to adopt the Wayne County Hazard Mitigation Plan.

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

NAYS: None

Motion by Councilmember Relan, supported by Mayor Denner to amend mitigation plan to include a section D consisting of sewer infrastructure, water infrastructure, or urban flooding to conform to current priorities.

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

NAYS: None

NEW BUSINESS:  
WAYBURN STREET AND ALLEY VACATION

The proposed resolution to vacate Wayburn Street and a portion of the alley is presented for introduction by City Attorney Jake Howlett. The resolution, if adopted, will vacate portions of Wayburn Street and the adjacent alley to allow for construction of the 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.

No further action is required at this time.

NEW BUSINESS:  
EASEMENT OF HUNTINGTON BANK

**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 MAINTENACE.** 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**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name                      Title

\_\_\_\_\_  
Print Name                      Title

\_\_\_\_\_, 2021

\_\_\_\_\_, 2021

Date

Date

DRAFT PENDING APPROVAL

**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

DRAFT PENDING APPROVAL



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

DRAFT PENDING APPROVAL

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

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

DRAFT PENDING APPROVAL



## 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]*

DRAFT PENDING APPROVAL



**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:

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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

DRAFT PENDING APPROVAL

**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

Parcel Nos.: 39007080031001; 39007080038000; 39007080039000; 39007080056003



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

DRAFT PENDING APPROVAL

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

DRAFT PENDING APPROVAL

**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

Motion by Councilmember Read, supported by Councilmember Robson, to adopt agreement with Huntington Bank for Easement.

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

NAYS: None

**NEW BUSINESS:**  
**COUNCIL COMMENT**

Councilmember Read asked administration to include discussions with the City's faith organizations, in particular St. Ambrose as they have concerns regarding hardscape.

Councilmember Hodges informed the community about the Grosse Pointe Park Foundation annual fundraiser on September 11, 2021. Mayor Denner and Councilmember Robson will both be honored at the fundraiser for their services on the Grosse Pointe Park City Council.

Councilmember Relan inquired about a real estate transaction completed in 2017 for purchasing properties in Detroit. City administration will research transaction to provided further information. Councilmember Relan also inquired when the absentee ballots for November 2, 2021 election would be mailed out; Clerk Blahut responded she is anticipating September 24, 2021 but will let City Council know if there are any changes from that date.

Councilmember Relan also requested an update on the stop signs that are to be installed, if bump outs have been added to Kercheval around the school system and if the stop bars have been painted on the stop signs. City Manager Sizeland stated he has spoken with Chief Jarrell regarding the signs and stated the City is looking into getting a sign machine to save costs. The paint has been ordered for the stop bars and regarding the bump outs, a meeting with the City, the Grosse Pointe Public School system and the State is to be held.

Councilmember Fluit also inquired about two properties purchased in Detroit in 2008; City administration will research transaction to provide further information.

Councilmember McConnell inquired about the communication and if it was able to be placed in the next Communicator or what the current status is regarding survey. City manager Sizeland stated he wanted to speak more with the Communications Committee and place in the next edition of the Communicator.

Councilmember Robson recognized and expressed appreciation for the service of retiring detective Mike Narduzzi. The paving of St. Paul is also appreciated, but there is concern putting school safety notices repainted on St. Paul. Councilmember Robson also suggested having a DTE representative at the next City Council meeting.

Mayor Denner announced to City Council and to the public that there will be some appointments to be made at the next City Council meeting in September. There are two positions with terms ending on the Downtown Development Authority for four-year terms There are two positions with terms ending on the Planning Commission for three-year terms. There is one position with a term ending on the Board of Review. Councilmember Read stated there will also be an appointment for the newly created Downspout Disconnection Appeal Board which includes one citizen representative.

#### PUBLIC COMMENT (NON-AGENDA ITEMS)

One resident made a verbal comment.

#### CONVENE TO CLOSED DOOR SESSION – PERSONNEL EVALUATION

Motion by Mayor Denner, supported by Councilmember Read, to enter into a closed-door session under section 8h of the open meetings act to consider material exempt from discussion or disclosure by state or federal statute per written attorney-client opinion letter.

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

NAYS: None

Closed door session convened at 10:43 p.m.

Mayor Denner reconvened the meeting to open session at 11:55 p.m.

Motion by Mayor Denner, supported by Councilmember Read, to direct City Manager Sizeland to act as advised by the City's labor attorney.

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

NAYS: None

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

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

NAYS: None

With no further business, the meeting adjourned at 12:01 a.m.



**City Council Meeting**  
**September 27, 2021**

<b>TITLE:</b> June 2021 Flood Expenditures	<b>DATE:</b> September 13, 2021
<b>SUMMARY:</b> Attached are the recent invoices paid for the storm events of June 25-26, 2021. Please note the invoices highlighted in red reflect invoices that were received after the initial update to Council.	
<b>FINANCIAL IMPACT:</b> \$917,009.59 in total.	
<b>RECOMMENDATION:</b> Review Document	
<b>PREPARED BY:</b> Jane M. Blahut	<b>TITLE:</b> Finance Director



June 2021 Flood

<u>INVOICE DATE</u>	<u>VENDOR NAME</u>	<u>INVOICE #</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
07/01/21	Ainsworth	Estimate	40,000.00	Remove & replace boiler
07/01/21	Ainsworth	Estimate	16,000.00	Replace 2 pump skids
07/01/21	Ainsworth	Estimate	6,150.00	Replace hot water tank 100 gallon 75,000 BTU
<b>08/20/21</b>	<b>Asphalt Control Corp</b>	<b>5930</b>	<b>5,556.40</b>	<b>Balfour &amp; Fairfax intersestion -roadway repairs</b>
07/06/21	Backer Landscaping	244108	5,360.00	Trash clean up city wide July 6, 2021
07/07/21	Backer Landscaping	244239	3,942.50	Trash clean up city wide July 7 2021
07/08/21	Backer Landscaping	244395	6,852.50	Trash clean up city wide July 2021
<b>07/09/21</b>	<b>Backer Landscaping</b>	<b>225576</b>	<b>13,307.50</b>	<b>Trash clean-up city wide July 9 2021</b>
07/10/21	Backer Landscaping	226291	6,707.50	Trash clean up city wide July 10 2021
07/12/21	Backer Landscaping	226920	7,257.50	Trash clean up city wide July 12 2021
07/15/21	Business Communications Scvs NEC	MAC Agreement	3,292.00	911 Phones
07/13/21	Belfor Property Restoration	1558719	2,262.10	Temporary restoration Public Safety
07/02/21	Centaris	142969	532.98	No incoming calls to police
<b>08/17/21</b>	<b>Centaris</b>	<b>144445 &amp; 144473</b>	<b>3,560.20</b>	<b>Phone and voice recorder repairs damaged in flood</b>
07/06/21	Den-Man Contractors	59568	4,432.50	Flood clean up city wide July 2 2021
07/08/21	Den-Man Contractors	59572	4,465.00	Flood clean up city wide July 6 2021
07/08/21	Den-Man Contractors	59571	4,900.00	Flood clean up city wide July 7 2021
07/09/21	Den-Man Contractors	59576	9,945.00	Flood clean up city wide July 8 2021
07/12/21	Den-Man Contractors	59579	8,705.00	Flood clean up city wide July 9 2021
07/14/21	Den-Man Contractors	59582	8,135.00	Flood clean up city wide July 12 2021
<b>08/27/21</b>	<b>ERG Environmental Services</b>	<b>LIIN017182</b>	<b>82,578.50</b>	<b>Hazardous waste collection from June 25 &amp; 26, 2021 storm</b>
06/29/21	Equature	25065	10,220.00	Equature EU Expandable Chassis
07/29/21	GFL	1661541	51,646.27	Flood Clean up city wide & transfer station chgs June 28-July 10, 2021
<b>08/10/21</b>	<b>Grosse Pointes-Clinton Refuse Disposal</b>	<b>9465</b>	<b>84,589.48</b>	<b>Rubbish drop off for flood July 1 - 12 2021</b>
7/8/2021	I.T. Right	20169101	2,953.58	SMART UPS Computer system disppatch
<b>6/30/2021</b>	<b>I.T. Right</b>	<b>20168931</b>	<b>3,446.70</b>	<b>Server down from flooded Public Safety basement</b>
07/21/21	Joe's Trailer	1-715609	119.98	Swing away tongue jacks damaged during flood clean-up in the city
07/01/21	Landscape Services	198177	7,660.00	City wide storm clean up July 1 2021
07/15/21	Landscape Services	198178	7,847.50	Storm clean up city wide July 2 2021
07/15/21	Landscape Services	198179	7,735.00	Storm clean up city wide July 3 2021
07/15/21	Landscape Services	198180	8,335.00	Storm clean up city wide July 5 2021
07/15/21	Landscape Services	198181	14,570.00	Storm clean up city wide July 6 2021
07/15/21	Landscape Services	198182	30,730.00	Storm clean up city wide July 7 2021
07/15/21	Landscape Services	198183	39,205.00	Storm clean up city wide July 8 2021
07/15/21	Landscape Services	198184	36,781.25	Storm clean up city wide July 9 2021

June 2021 Flood

07/15/21	Landscape Services	198185	57,058.75	Storm clean up city wide July 10 2021
07/15/21	Landscape Services	198186	34,470.00	Storm clean up city wide July 12 2021
07/08/21	Leslie Tire	2138774	1,869.00	Replace loader #82 tire damaged during city wide storm clean-up
07/20/21	Motorola, Inc		1,875.00	Replacement Auruba Switch
7/4/2021	Oreilly Auto Parts	3439-289263	47.96	Diesel exhaust flood loader & garbage trucks
07/13/21	Premier Truck Sales	SI122867	4,800.00	Rental 2 Rubbish truck 7/13-19/21
07/06/21	Premier Truck Sales	SI122740	4,800.00	Rental 2 Rubbish truck 7/6-12/21
06/30/21	Premier Truck Sales	SI122595	4,800.00	Rental 2 Rubbish trucks 6/29-7/5/21
07/15/21	Roncelli	21-601	28,097.13	Storm clean up city wide July 8, 9, & 12 2021
07/06/21	Roy O'brien, Inc	596895	1,456.53	Headlamp, bailast, fan assembky Scout 1-7
07/01/21	Santoro Services	2016-1118	10,486.25	Storm Clean up city wide July 1 2021
07/02/21	Santoro Services	2016-1120	8,161.25	Storm clean up city wide July 2 2021
07/02/21	Santoro Services	2016-1121	6,495.00	storm Clean up city wide July 3 2021
07/12/21	Santoro Services	2016-1122	30,288.00	Storm clean up city wide July 6 2021
07/12/21	Santoro Services	2016-1123	32,417.50	Storm clean up city wide July 7 2021
07/12/21	Santoro Services	2016-1124	37,583.75	Storm clean up city wide July 8 2021
07/12/21	Santoro Services	2016-1125	34,821.25	Storm clean up city wide July 9 2021
07/10/21	Santoro Services	2016-1126	7,931.25	Storm clean up city wide July 10 2021
07/14/21	Santoro Services	2016-1127	30,887.50	Storm clean up city wide July 12, 2021
07/07/21	Spencer Oil	8971660	928.46	Fuel for city wide clean-up
07/16/21	State of Michigan	Estimate	5,174.00	Dispatch communications
07/20/21	State of Michigan	21-082045	6,389.08	Dispatch radio repair
07/15/21	Tree Service of Troy	2775	12,000.00	Brush chipping in city July 8, 9, & 12 2021
07/16/21	Various	Estimate	4,389.99	Armory replacement estimate Public Safety basement
			<b>\$ 917,009.59</b>	
<b>09/09/21</b>				
<b>NEW INVOICES</b>				

August 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</u> <u>or Project to Date</u>
08/01/21	Green for Life	Rubbish for August	37,463	74,926
08/01/21	Green for Life	Recycle for August	19,979	39,958
08/01/21	Bodman	Pros. Atty. & retainer fee	10,000	10,000
08/03/21	Pointe Area Assisted	CDBG 2021	6,000	6,000
08/03/21	The Helm Life Center	CDBG 2021	14,000	14,000
08/04/21	The Stevenson Company	Specialty Insurance	169,640	169,640
08/12/21	Great Lakes Water	Waste water- July	156,900	156,900
08/19/21	MML Workers Comp Fund	Policy Premium	31,440	31,440
08/19/21	Great Lakes Water	Water usage- June	148,348	1,537,623
8/19/21	GP Clinton Refuse	Refuse disposal- April & May	32,599	213,753
8/25/21	Battjes Maintenance	Kayak rack at Patterson Park	7,750	7,750
8/25/21	OHM Advisors	Engineering/ DWSRF	16,148	52,012
8/25/21	Resa Power, LLC	Park storm station supplies	8,400	8,400
8/25/21	University of Liggett	Zamboni for ice rink	13,575	13,575
8/26/21	Jeffery Company	Asphalt resurface at Patterson Park	52,972	102,964
8/26/21	Mckenna	Building Inspector/ Code Enforcement	6,510	6,510
8/26/21	Major Contracting	Curb caps & catch basins repairs	18,950	18,950
8/26/21	Pointe Alarm	Cameras & access pad for lobby	12,700	12,700



## **COUNCIL MEETING – DECEMBER 8, 2008**

A regular meeting of the Council was held on Monday, December 8, 2008, at 7:00 p.m. and opened with the Pledge of Allegiance to the Flag.

The following were present: Councilmember Clark, Kennedy, Denner, Robson, Theokas, Grano and Mayor Heenan

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

### **MINUTES – NOVEMBER 24, 2008**

Mayor Heenan presented to Council for consideration the minutes of November 24, 2008 for approval as presented.

Motion by Councilmember Robson, supported by Councilmember Kennedy, to approve the minutes of November 24, 2008 be approved as presented.

AYES: Councilmember Clark, Kennedy, Denner, Robson, Theokas, Grano and Mayor Heenan

NAYS: None

### **COMMITTEE RE-APPOINTMENT**

Mayor Heenan presented to Council for consideration the committee re-appointment of Margot Parker to the Board of Review for a 3 year term.

Motion by Councilmember Clark, supported by Councilmember Kennedy to approve of the committee re-appointment of Margot Parker to the Board of Review for a 3 year term.

AYES: Councilmember Clark, Kennedy, Denner, Robson, Theokas, Grano and Mayor Heenan

NAYS: None

### **FINANCE REPORT – NOVEMBER 2008**

Councilmember for Finance Theokas presented to Mayor and Council the invoices exceeding \$5,000 for the month of November 2008 for approval as presented.

Motion by Councilmember Theokas, supported by Councilmember Clark to approve the invoices exceeding \$5,000 for the month of November, 2008 for approval as presented in accordance with Section 2.249 of the Charter.



AYES: Councilmember Clark, Kennedy, Denner, Robson, Theokas, Grano and Mayor Heenan

NAYS: None

### **EXECUTIVE COMMITTEE SESSION**

Mayor Heenan requested that an Executive Committee Session be held immediately following the regular meeting pursuant to pending litigation.

Motion by Mayor Heenan, supported by Councilmember Clark that an Executive Committee Session be held immediately following the regular meeting pursuant to pending litigation.

AYES: Councilmember Clark, Kennedy, Denner, Robson, Theokas, Grano and Mayor Heenan

NAYS: None

### **NEW/OLD BUSINESS**

Power Outage:

Councilmember Robson inquired if the Administration was aware of the reasons for the two power outages South of Jefferson.

City Manager indicated the one following Thanksgiving was due to a contractor error and the one Sunday, December 7 was actually a brown out. He stated he would inquire with DTE for more information.

Resident of Barrington stated she has called DTE regarding the power outages and receives no response. On another note, she stated there is a rental house on Alter Road that has tenants that are loud and inquired if Grosse Pointe Park could do anything to remedy this issue?

Mayor Heenan recommended she contact Director Hiller regarding the noise and possibly find out who the owner of the property is and notify them of their tenant's unruly behavior.

With no further business, the meeting adjourned.

The meeting reconvened.

**MAYOR HEENAN  
25<sup>TH</sup> ANNIVERSARY**

Mayor Pro-tem Theokas presented Mayor Heenan with a bronze plaque and watch recognizing his dedicated service as Mayor to the residents of the City of Grosse Pointe Park.

Many residents were present to celebrate Mayor Heenan's 25 years of service as Mayor to the City of Grosse Pointe Park.

Mayor Heenan expressed his gratitude to those present and stated he has enjoyed serving the residents of Grosse Pointe Park and has always put the City first.

With no further business, the meeting ended

November 2008

Invoices over \$5,000 for Review & Acceptance

<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Current payment</b>	<b>Fiscal year to Date or Project to Date</b>
10/28/08	Cipparone Contract	City curbs	124,643	124,643
11/06/08	Clancy Excavating	Crushed concrete-Putting Green	28,078	28,078
11/06/08	Bobcat of Motor City	New Bobcat	39,833	39,833
11/06/08	Water Commissioners	Waste water-September	87,185	244,780
11/17/08	Plante & Moran, PLLC	Audit 2007-08	40,600	40,600
11/17/08	Life Star Rescue, Inc.	New Ambulance	140,315	140,315
11/17/08	J & W Tree Artisans	City tree trimmings	7,140	7,140
11/17/08	Grosse Pointe Clinton Refuse	Refuse disposal-September	12,846	32,979
11/17/08	Bodman, LLP	Legal fees	16,536	62,930
11/19/08	Water Commissioners	Water service for September	64,490	216,568
11/19/08	Tringali Sanitation	Curbside recycling-October	12,463	46,186
11/21/08	PMI Inspections	Building Inspections-October	11,634	48,850
11/24/08	E. Alter Road-Turnbull and Epsteins	Single family home	20,210	20,210
11/30/08	E. Alter Road-Turnbull and Epsteins	Single family home	11,001	11,001



1299 Alter Rd  
Detroit, Michigan  
Google  
Street View - Oct 2011



1296 A  
Detroit  
4 min walk

Detroit Merit  
ter Academy



1296 Alter Rd  
Detroit, Michigan  
Google  
Street View - Aug 2019



1296 A  
Detroit,  
Hungry H

Google





1264 Alter Rd  
Detroit, Michigan  
Google  
Street View - Oct 2011



1264 Al  
Detroit,  
3 min walk

Detroit Merit  
Academy

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Point

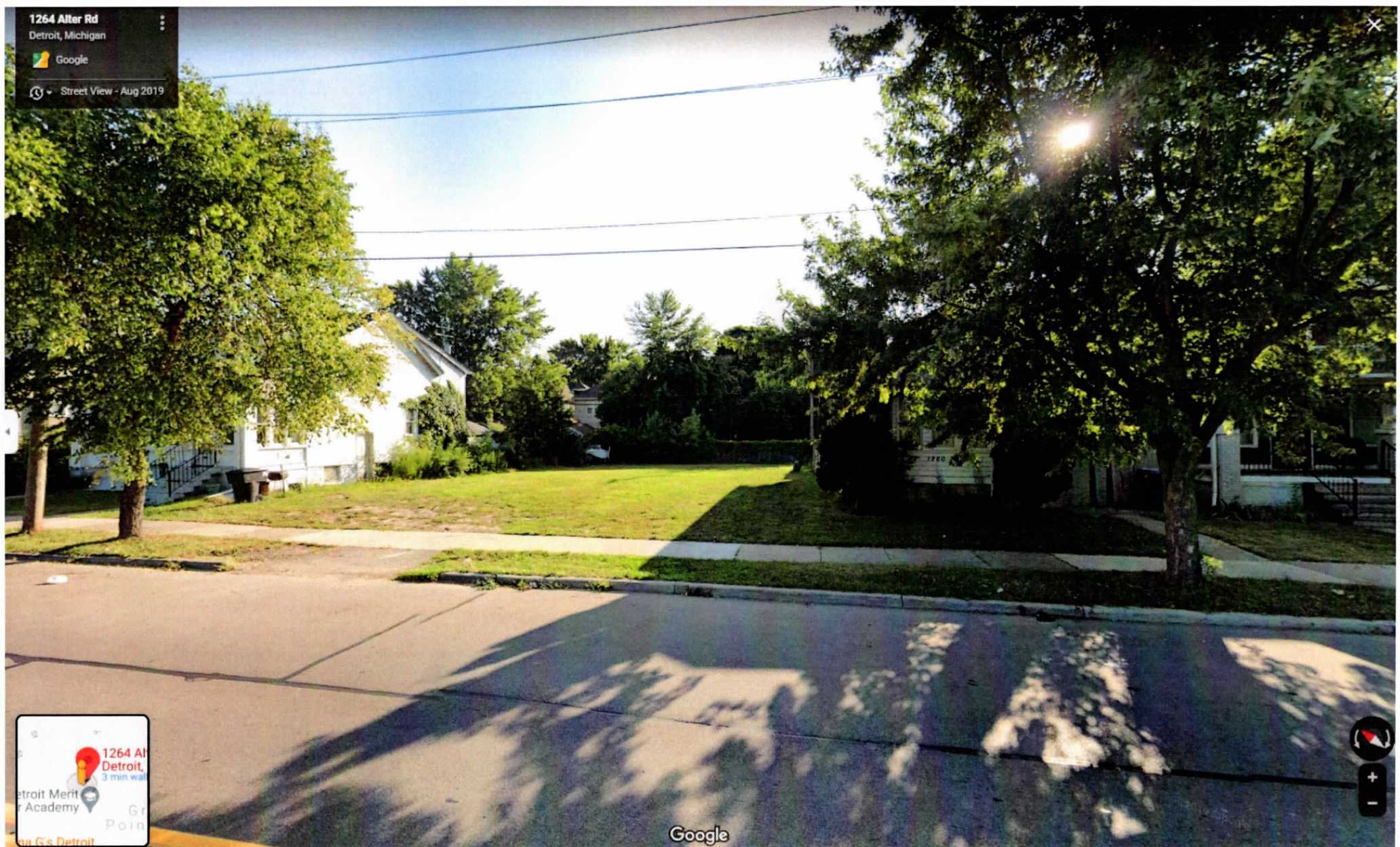
Google's Detroit

Google





1264 Alter Rd  
Detroit, Michigan  
Google  
Street View - Aug 2019



1264 Al  
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Google





December 12, 2011

Page 3

### **Real Estate Development Committee**

Re-appointment: Mayor Heenan, Councilmembers Denner and Grano

The Real Estate Development Committee was designated by the City Council to advise the administration and to recommend to the full council matters involving the purchase, sale, and redevelopment of city owned properties. The City Council also has delegated authority to the Real Estate Development Commission to act on the sale, acquisition, lease and assignment of properties.

### **Website Committee**

Re-appointment: Councilmembers Grano, Arora, and Robson

The Website Committee is responsible for the review of the City's website including general policies concerning the content of the website.

### **Ordinance Review Committee**

Re-appointment: Councilmembers Clark, Arora and Denner

The Ordinance Review Committee is charged with the responsibility of reviewing existing provisions of the City's Code of Ordinances (including the zoning ordinance) and drafting and recommending amendments and/or modification to the Code of Ordinance.

### **Personnel Committee**

Re-appointment: Mayor Heenan and Councilmembers Denner and Clark

The Personnel Committee is charged with the responsibility of advising the City Council on matters involving compensation of members of the City Administration (including the City Manager) as well as collective bargaining issues.

### **Councilmember for Finance**

Re-appointment: Councilmember Theokas

The Council Member for Finance reviews all invoices submitted for payment by vendors or those providing services to the City in excess of \$5,000. The Councilmember for Finance reports his recommendations to the full City Council at each regular meeting when the City Council is to approve invoices over \$5,000.

Motion by Mayor Heenan, supported by Councilmember Denner, to re-appoint the Mayor and the above described Council members to the various committees and commissions within the City and to reiterate and reaffirm each authority, committee, and commission's authorities.

AYES: Councilmember Clark, Arora, Denner, Robson, Theokas, and Grano, and Mayor Heenan

NAYS: None

### **Citizen Re-appointments**

Mayor Heenan presented to Council for consideration the appointments as follows:

#### **Board of Canvassers**

Ann Michael	Four year term
Carol Hackleman	Four year term
Megan East	Three Year term

The City Clerk and the members of the City Council make up the Board of Canvassers. The Board of Canvassers generally audits and certifies local elections. It is charged with canvassing the votes of the City elections, except if any of such persons are candidates for office or nomination of the election to be



Real Estate Improvement Committee  
October 16, 2012  
10:00 a.m.

A meeting of the Real Estate Improvement Committee was called to order at 10:00 a.m. within City Hall.

Present: Mayor Palmer T. Heenan, Robert Denner, and Daniel Grano.  
Also Present: Dale M. Krajniak, City Manager.

Moved by Heenan, supported by Grano to convene to closed door session to review real estate.

AYES: All.  
NAYS: None.

Reconvened.

Moved by Denner, supported by Heenan to direct acquisition of 1588 & 1596 Alter Road for an amount not to exceed \$5,000.

AYES: All.  
NAYS: None.

With no further business meeting adjourned.

1596 Alter Rd  
Detroit, Michigan  
Google  
Street View - Sep 2013

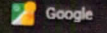


Google





1596 Alter Rd  
Detroit, Michigan



Street View - Aug 2019



Google



## Joint Development Agreement for Kercheval Project

The mutually agreed upon objectives of the Kercheval project include the following:

1. Creating a safe, walkable and visually pleasing environment where GPP meets Detroit.
2. Replacement of the existing Farmer's Market sheds/stalls with an alternative development plan for the re-opening of access to Kercheval for both communities.
3. Removal of existing blight conditions from Jefferson to Mack along Alter.

Actions that need to be taken expeditiously as well as simultaneously by both cities:

1. Detroit/GPP: Development of a mutually agreed-upon master plan for the Kercheval area where GPP meets Detroit. Share planning, traffic engineering, construction, demolition, law enforcement, branding/marketing resources
2. GPP: Removal of the existing Farmer's Market sheds/stalls by the close of the Farmer's Market season, but in no event later than November 2014.
3. Detroit: Removal of abandoned structures no later than November 2014, and routine maintenance of properties along Alter, from Jefferson to Mack.

Outcomes of the joint master plan that allows joint community access to the Kercheval project area should include one or more of the following, but options 1 or 2 are to be completed by November 2014:

1. Roundabout on Detroit side North of Alter with a fountain or central landscaping, or
2. Landscaped island with a fountain or central landscaping AND one way access in to Kercheval from Detroit.
3. Public square instead of roundabout or island with central fountain or landscaping.



4. The Detroit side of Alter should be visually pleasing and safe. Possible pocket parks.

Technical details to be worked out include:

1. GPP to obtain and manage all permits required for project from Detroit. Detroit will cooperate in expediting the permitting process.

2. Mutually agreed upon third party to develop master plan for Kercheval project.

The key elements to this document are the following:

1. Simultaneous correction of blight, master plan development and removal of Farmer's Market sheds/stalls.

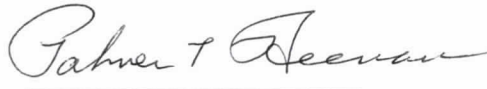
2. Joint community access to the Kercheval project area.

3. Mutual trust that each party will complete their part of this agreement.



Mike Duggan  
Mayor  
City of Detroit

Date: 8/18/14



Palmer T. Heenan  
Mayor  
City of Grosse Pointe Park

Date: 8/18/14



Gregory P. Theokas  
Mayor Pro Tem  
City of Grosse Pointe Park

Date: 8/18/2014

COUNCIL MEETING – JUNE 13, 2016

A regular meeting of the City of Grosse Pointe Park was held on Monday, June 13, 2016, and opened with the Pledge of Allegiance to the Flag.

The following were present: Councilmembers Clark, Arora, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner.

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

MINUTES – MAY 23, 2016

Mayor Denner presented to Council for consideration the minutes of the May 23, 2016, meeting for approval as presented.

Motion by Councilmember Robson, supported by Councilmember Chouinard, to approve the minutes of May 23, 2016, for approval as presented.

AYES: Councilmembers Clark, Arora, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: None

RESOLUTION

HONORING

SUSAN THOMAS

2016 STATE OF MICHIGAN

COURT ADMINISTRATOR OF THE YEAR

Mayor Denner presented to Council for consideration a resolution honoring Susan Thomas, the court administrator for receiving the Court Administrator of the Year Award.

The resolution read as follows:

WHEREAS, Susan Thomas, Court Administrator for the City of Grosse Pointe Park has faithfully undertaken her duties since September 2003 on behalf of the community, and

WHEREAS, Susan Thomas has performed her duties in an exemplary manner with commitment, knowledge, dedication, and experience, and

WHEREAS, Susan Thomas has been recognized by her peers throughout the State of Michigan from each branch of the State of Michigan courts including, all district courts, circuit courts, court of appeals, and Michigan State Supreme Court as the 2016 Court Administrator of the Year,

NOW THEREFORE BE IT RESOLVED, Mayor Denner and Members of the Grosse Pointe Park City Council hereby congratulate and express their deepest appreciation to Susan Thomas for all her efforts and deserved recognition.

Motion by Mayor Denner, supported by Councilmember Clark, to adopt the resolution honoring Susan Thomas, Grosse Pointe Park Court Administrator in recognition of achieving the court administrator of the year award.

AYES: Councilmembers Clark, Arora, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: None

Judge Jarboe offered his gratitude and appreciation of the fine job Susan Thomas has done for Grosse Pointe Park. He also recognized Meghan East and Jamie Ferszt in the court office for their efforts.

SUPPLEMENTAL BUDGET APPROPRIATION 2015-16

Mayor Denner presented to Council for consideration a budget amendment for fiscal year 2015/16.

WHEREAS, in accordance with Section 8.2 of the City Charter of the City of Grosse Pointe Park the City Manager has submitted to the Council a budget for estimated revenues and appropriations for the fiscal year ending June 30, 2016 and

WHEREAS, additional costs not included within the original 2015-16 appropriations have arisen,

NOW THEREFORE BE IT RESOLVED, that the following funds budgets be amended as follows:

Finance Director Blahut presented the budget amendment costs as follows and funded in part through surplus appropriations.

GENERAL FUND

	<u>Original 2015-16</u>	<u>Revised 2015-16</u>	<u>Increase (Decrease)</u>
<u>Expenditures</u>			
Financial (GASB 45)	\$ 0	\$ 10,506	\$ 10,506
Transfer Out (401)	<u>474,000</u>	<u>705,000</u>	<u>231,000</u>
	\$ 474,000	\$715,506	\$ 241,506

MAJOR STREET FUND

Expenditures

Transfer Out – Roads	<u>\$ 0</u>	<u>\$ 245,369</u>	<u>\$ 245,369</u>
	\$ 0	\$ 245,369	\$ 245,369



LOCAL STREET FUND

Revenues

Transfer In – Roads	<u>\$ 981,826</u>	<u>\$ 0</u>	<u>\$ (981,826)</u>
	\$ 981,826	\$ 0	\$ (981,826)

Expenditures

Local Street Improvements	\$ 981,000	\$ 0	\$ (981,000)
Transfer Out – Roads	<u>0</u>	<u>1,148,559</u>	<u>1,148,559</u>
	\$ 981,000	\$1,148,559	\$1,148,559

DOWNTOWN DEVELOPMENT AUTHORITY

Expenditures

Grounds – S. Gardener	<u>\$ 0</u>	<u>\$ 25,600</u>	<u>\$25,600</u>
	\$ 0	\$ 25,600	\$25,600

TAX INCREMENT FINANCE AUTHORITY

Expenditures

Grounds – S. Gardener	<u>\$ 25,600</u>	<u>\$ 0</u>	<u>\$(25,600)</u>
	\$ 25,600	\$ 0	\$(25,600)

ROADS

Revenues

Transfer In	<u>\$ 0</u>	<u>\$1,393,928</u>	<u>\$1,393,928</u>
	\$ 0	\$1,393,928	\$1,393,928

Expenditures

Road Resurfacing	\$ 0	\$1,983,461	\$1,983,461
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CAPITAL IMPROVEMENT FUND

Revenues

Transfer In General	<u>\$ 474,000</u>	<u>\$705,000</u>	<u>\$231,000</u>
	\$ 474,000	\$705,000	\$231,000

Expenditures

Pool Marsiting	\$ 0	\$ 40,435	\$ 40,435
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Tompkins Roof Repair	0	15,775	15,775
Public Safety Vehicle	55,000	68,911	13,911
Parking Improvements	<u>0</u>	<u>191,933</u>	<u>191,933</u>
	\$55,000	\$317,054	\$262,054

MARINA FUND

Revenues

Surplus Appropriations	<u>\$36,206</u>	<u>\$72,665</u>	<u>\$36,459</u>
	\$36,206	\$72,665	\$36,459

Expenditures

Project costs	<u>\$ 3,914</u>	<u>\$40,373</u>	<u>\$36,459</u>
	\$ 3,914	\$40,373	\$36,459

Motion by Councilmember Clark, supported by Councilmember Robson, to approve the 2015-16 supplemental budget amendments as provided.

AYES: Councilmembers Clark, Arora, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: None

BALLOT LANGUAGE CHARTER PROVISIONS

Mayor Denner presented to Council for consideration the ballot language for various charter provisions as follows:

**CITY OF GROSSE POINTE PARK**

RESOLUTION NO. 1

WHEREAS, the City Council of the City of Grosse Pointe Park has determined that the Charter provisions with respect to the “Merit System; Department of Personnel” should be removed from the Charter because they are obsolete due to collective bargaining laws;

NOW THEREFORE, BE IT RESOLVED that the following proposition (Proposition No. 1) be placed before the duly qualified electors of the City of Grosse Pointe Park in the November 8 general estate election:

“Shall Section 5.14 of the Charter of the City of Grosse Pointe Park, entitled ‘Merit System; Department of Personnel,’ be removed from the Charter as it is obsolete due to collective bargaining laws?”

This resolution is adopted as of June 13, 2016.

Motion by Mayor Denner, supported by Councilmember Clark, to adopt Resolution No. 1 as presented and such proposition to be placed before the electors of the City of Grosse Pointe Park in the November 8, 2016, General Election.

AYES: Councilmembers Clark, Arora, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: None

## **CITY OF GROSSE POINTE PARK**

### **RESOLUTION NO. 2**

WHEREAS, the City Council of the City of Grosse Pointe Park has determined that the Charter provisions with respect to the regular meetings of the City Council should be amended to change the number of regular monthly meetings from two to one;

NOW THEREFORE, BE IT RESOLVED that the following proposition (Proposition No. 2) be placed before the duly qualified electors of the City of Grosse Pointe Park in the November 8 general estate election:

“Shall Section 6.1 of the Charter of the City of Grosse Pointe Park be amended to change the number of regular monthly meetings from two to one?”

Proposition No. 2 shall amend the following Section of the City Charter as follows:

“**Section 6.1 Regular Meetings.** The Council shall provide by resolution for the time and place of its regular meetings and shall hold at least one regular meeting each month. A regular meeting shall be held on the Monday following each regular city election.”

This resolution is adopted as of June 13, 2016.

Motion by Mayor Denner, supported by Councilmember Clark, to adopt Resolution No. 2 as presented and such proposition be placed before the electors of the City of Grosse Pointe Park at the November 8, 2016, General Election.

AYES: Councilmembers Clark, Arora, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: None

## **CITY OF GROSSE POINTE PARK**

### **RESOLUTION NO. 3**



WHEREAS, the City Council of the City of Grosse Pointe Park has determined that the Charter provisions with respect to "Supervisors" should be removed from the Charter (and the remainder of the Charter be renumbered) as it is obsolete because it relates to representation on the County Board of Supervisors and there is no longer a County Board of Supervisors;

NOW THEREFORE, BE IT RESOLVED that the following proposition (Proposition No. 3) be placed before the duly qualified electors of the City of Grosse Pointe Park in the November 8 general estate election:

"Shall Chapter 4 of the Charter of the City of Grosse Pointe Park, entitled 'Supervisors,' be removed (and the remainder of the Charter(s) be renumbered) as it is obsolete because it relates to representation on the County Board of Supervisors and there is no longer a County Board of Supervisors?"

This resolution is adopted as of June 13, 2016.

Motion by Mayor Denner, supported by Councilmember Clark, to adopt Resolution No. 3 as presented and such proposition be placed before the electors of the City of Grosse Pointe Park at the November 8, 2016, General Election.

AYES: Councilmembers Clark, Arora, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: None

#### **PROPOSITION NO. 4**

Shall Section 15.4(a) of the Charter of the City of Grosse Pointe Park be amended to change the existing limitation on the compensation of the Municipal Judge to a Fifteen Thousand (\$15,000.00) Dollar minimum and a Thirty Thousand (\$30,000.00) Dollar maximum from the existing Six Thousand (\$6,000.00) Dollar a year minimum and Fifteen Thousand (\$15,000.00) Dollar a year maximum which was adopted in 1988?

Yes

No

#### **Section 15.4 Compensation of presiding officer.**

(a) The presiding officer of the Court shall receive such annual compensation as fixed by ordinance, but not less than Fifteen Thousand (\$15,000.00) Dollars nor more than Thirty Thousand (\$30,000.00) Dollars per year. The annual compensation of the officer may be increased but shall not be decreased during a term of office except and to the extent of a general salary reduction applicable to all salaried officers of the City. Until otherwise provided by ordinance, the salary of the office shall be Fifteen Thousand (\$15,000.00) Dollars per year.

## CITY OF GROSSE POINTE PARK

### RESOLUTION NO. 4

WHEREAS, the City Council of the City of Grosse Pointe Park has determined that the Charter provisions (adopted in 1988) with respect to the salary of the Municipal Judge should be updated and amended to provide that such salary be set by ordinance adopted by the City Council, with a Fifteen Thousand (\$15,000.00) Dollar minimum and a Thirty Thousand (\$30,000.00) Dollar maximum from the existing Six Thousand (\$6,000.00) Dollar a year minimum and Fifteen Thousand (\$15,000.00) Dollar a year maximum;

NOW THEREFORE, BE IT RESOLVED that the following proposition be placed before the duly qualified electors of the City of Grosse Pointe Park in the November 8 general state election:

“Shall Section 15.4(a) of the Charter of the City of Grosse Pointe Park be amended to change the existing limitation on the compensation of the Municipal Judge to a Fifteen Thousand (\$15,000.00) Dollar minimum and a Thirty Thousand (\$30,000.00) Dollar maximum from the existing Six Thousand (\$6,000.00) Dollar a year minimum and Fifteen Thousand (\$15,000.00) Dollars a year maximum which was adopted in 1988?”

Proposition No. 4 shall amend the foregoing Section of the City Charter as follows:

“Section 15.4(a) Compensation of Presiding Officer:

“The presiding officer of the Court shall receive such annual compensation as shall be fixed by ordinance, but not less than Fifteen Thousand (\$15,000.00) Dollars nor more than Thirty Thousand (\$30,000.00) Dollars per year. The annual compensation of the office may be increased but shall not be decreased during a term of office except and to the extent of a general salary reduction applicable to all salaried officers of the City. Until otherwise provided by ordinance, the salary of the office shall be Fifteen Thousand (\$15,000.00) Dollars per year.”

This resolution is adopted as of June 13, 2016.

Motion by Mayor Denner, supported by Councilmember Robson, to adopt Resolution No. 4 and such proposition be placed before the electors of the City of Grosse Pointe Park at the November 8, 2016, General Election.

Councilmember Arora inquired if the minimum charter salary language should be maintained at the existing \$6,000 to provide greater flexibility for the City.

Motion by Mayor Denner, supported by Councilmember Arora to amend the motion by including the minimum salary language be maintained at its existing \$6,000 to provide greater flexibility for the City.

AYES: Councilmembers Clark, Arora, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: Councilmember Chouinard

Motion by Mayor Denner, supported by Councilmember Robson, to adopt Resolution No. 4 and such proposition be placed before the electors of the City of Grosse Pointe Park at the November 8, 2016, General Election.

Councilmember Grano stated he is a proponent for having a district court, rather than a municipal court, stating it would benefit all the Pointes to become a district court. The Grosse Pointe communities are the only cities in the State of Michigan to maintain a municipal court.

AYES: Councilmembers Clark, Arora, Chouinard, Robson, and Detwiler, and Mayor Denner

NAYS: Councilmember Grano

Mayor Denner inquired what would be required to pursue a district court.

Councilmember Grano stated the City of Grosse Pointe Park could pursue it or present it to the electors of the City.

#### RE-APPOINTMENT CITY ATTORNEY

Mayor Denner requested this issue be tabled until July 11, 2016.

Motion by Mayor Denner, supported by Councilmember Clark, to table this issue until July 25, 2016.

AYES: Councilmembers Clark, Arora, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: None

#### FINANCE REPORT – MAY, 2016

Councilmember for Finance Detwiler presented to Mayor and Council for consideration the invoices exceeding \$5,000 for the month of May, 2016, for approval as presented.

<u>Vendor</u>	<u>Description</u>	<u>Payment</u>
Great Lakes Water Authority	March/April waste water	\$ 248,800
Rizzo Service	Refuse collection – April	33,883
Rizzo Service	Recycling for April	11,298
PMI Inspection Service	Building Inspections – April	13,027



Bodman PLC	Retainer monthly	5,833
Great Lakes Water Authority	Water service for Mach	96,377
Grosse Pointe Clinton Refuse	Refuse disposal-Feb, March, April	32,211

Motion by Councilmember for Finance, supported by Councilmember Robson, to approve the invoices exceeding \$5,000 for the month of May, 2016, for approval as presented.

AYES: Councilmembers Clark, Arora, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: None

**CLOSED DOOR**

Mayor Denner requested that a closed door session be held immediately following the regular meeting pursuant to acquisition of real estate and litigation.

Motion by Mayor Denner, supported by Councilmember Clark, that a closed door session be held immediately following the regular meeting pursuant to real estate acquisition and litigation.

AYES: Councilmembers Clark, Arora, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: None

**COMMITTEE REPORTS**

**Beautification:**

Councilmember Chouinard presented a brief overview of the June 8, 2016, Beautification Commission meeting. He noted plaques were ordered and trees planted for former commissioner Al Mazur, serving 32 years on the commission along with former commissioner Frank Romano, who served for 37 years. A tree was planted honoring former chairperson Bob Ramsey.

Councilmember Chouinard stated the Beautification Award nomination process is underway and members are nominating homes and business for the annual beautification awards.

Councilmember Chouinard stated the perennial exchange was a big success this year.

**Public Safety:**

Councilmember Robson presented a brief overview of the May 25, 2016, Public Safety committee meeting. He noted the Nixle operations were discussed and Chief Poloni is developing a policy. All in attendance agreed it needs to be more active.

Councilmember Robson stated a discussion on more community outreach including security surveys for businesses, DPS open house, more frequent bike patrols, and CPR classes for citizens.

Councilmember Robson stated Chief Poloni has indicated moral is up. Upgrades in radio technologies and body cams are underway and a formalized training program.

Discussion on the status of the Auto Theft Task Force has been productive. Other Grosse Pointe Communities were asked to contribute but was met without success. The Chief is also reviewing the overall costs for the ambulance service. Service comparisons are being undertaken to determine if to determine if MedStar is a viable option for the city.

#### NEW/OLD BUSINESS

Landlord/tenant issue:

Linda Solterisch, resident of Grosse Pointe Woods is representing her daughter who is a renter at 914 Nottingham in Grosse Pointe Park. She stated the landlord/tenant of the house she rents does not have a valid certificate of occupancy and requested the Council override the policy so her daughter and three children can go to the park.

City Manager stated there are rules in place to encourage landlords to maintain their properties to code and the owner of this particular property is in violation. He stated he would review the matter.

Councilmember Robson stated Mrs. Miller presented him with an autographed baseball from her grandson, who was drafted by the Philadelphia Phillies in the 19<sup>th</sup> round.

The Council congratulated Mrs. Miller on behalf of her grandson.

With no further business, the meeting recessed to closed door session.

The meeting reconvened to open door session.

#### REAL ESTATE ACQUISITION

Motion by Mayor Denner, supported by Councilmember Detwiler, to direct the City Attorney and City Manager to proceed as directed in closed door session.

AYES: Councilmembers Clark, Arora, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: None

With no further business the meeting adjourned.

**MEMORANDUM OF LAND CONTRACT**

*This Memorandum of Land Contract, entered into on December 21, 2017*

**BY AND BETWEEN** Michelle Pitters, Authorized Member, of AMP Investments, LLC, a Michigan limited liability company and Philip D. Pitters, Director/President, of Phil Pitters, Co., a Michigan Corporation and Philip D. Pitters and Michelle D. Pitters, husband and wife

whose address is 2226 Alter Road, Detroit, MI 48226, hereinafter "Seller" and

City of Grosse Pointe Park, a Michigan Non-Profit Municipal Corporation,

whose address is 15115 East Jefferson, Grosse Pointe Park, MI 48230, hereinafter "Buyer"

**WITNESSETH:**

*Whereas*, Buyer and Seller have entered into a Land Contract of even date herewith; and,

*Whereas*, the parties desire to give record notice of existence of said Land Contract.

*Now Therefore*, in consideration of the Premises and for other good and valuable consideration Seller acknowledges and agrees that they have sold to Buyer on the Land Contract dated December 21, 2017, the following described premises situated in the City of Detroit, County of Wayne, State of Michigan, to wit:

SEE EXHIBIT A

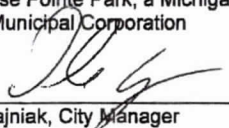
also known as Property Address: 2170 Alter, Detroit, MI 48215, 2174 Alter, Detroit, MI 48215, 2180 Alter, Detroit, MI 48215, 2186 Alter, Detroit, MI 48215, 2194 Alter, Detroit, MI 48215, 2226 Alter, Detroit, MI 48215, 2500 Alter, Detroit, MI 48215, 2226 Alter, Detroit, MI 48215

Parcel ID No. 21062752, 21062753, 21062754, 21062755, 21062756, 21062757-61, 21062762

*in Witness Whereof*, the parties hereto have executed this Memorandum of Land Contract and have caused their hands and seals to be affixed hereto the day and year first above written.

**BUYERS:**


City of Grosse Pointe Park, a Michigan Non-Profit Municipal Corporation



By: Dale Krajniak, City Manager

**SELLERS:**

AMP Investments, LLC, a Michigan limited liability company



By: Michelle Pitters, Authorized Member


Phil Pitters, Co., a Michigan Corporation



By: Philip D. Pitters, Director/President



Philip D. Pitters



Michelle D. Pitters

When Recorded return to:  
Dale Krajniak  
  
15115 East Jefferson  
Grosse Pointe Park, MI 48230

Send Subsequent Tax Bills To:  
Buyer

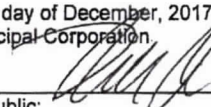
Drafted By:  
Dale Krajniak  
15115 East Jefferson  
Grosse Pointe Park, MI 48230



State of Michigan )  
 )SS.  
County of Wayne )

The foregoing instrument was acknowledged before me on this 21st day of December, 2017 by Dale Krajniak, City Manager, of City of Grosse Pointe Park, a Michigan Non-Profit Municipal Corporation.

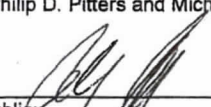
PHILIP J. DARA  
Notary Public, Wayne County, MI  
Acting in WVAC  
My Commission Expires: May 6, 2019

  
Notary Public: \_\_\_\_\_  
Notary County: \_\_\_\_\_, State: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_  
Acting In: \_\_\_\_\_

State of Michigan )  
 )SS.  
County of Wayne )

The foregoing instrument was acknowledged before me on this 21st day of December, 2017 by Michelle Pitters, Authorized Member, of AMP Investments, LLC, a Michigan limited liability company and Philip D. Pitters, Director/President, of Phil Pitters, Co., a Michigan Corporation and Philip D. Pitters and Michelle D. Pitters, husband and wife

PHILIP J. DARA  
Notary Public, Wayne County, MI  
Acting in WVAC  
My Commission Expires: May 6, 2019

  
Notary Public: \_\_\_\_\_  
Notary County: \_\_\_\_\_, State: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_  
Acting In: \_\_\_\_\_

File Number: 82-17562337-GPM

### Loan Summary

Loan Amount:	\$200,000.00	Number of Payments:	16
Annual Interest Rate:	5.0000%	Periodic Payment:	\$13,843.66
Loan Date:	12/21/2017	1st Payment Due:	03/21/2018
Payment Frequency:	Quarterly	Last Payment Due:	12/21/2021
Total Interest Due:	\$21,498.60	Total All Payments:	\$221,498.60

### Payment Schedule

#/Year	Date	Payment	Interest	Principal	Balance
Loan:	12/21/2017	0.00	0.00	0.00	200,000.00
1:1	03/21/2018	13,843.66	2,454.45	11,389.21	188,610.79
2:1	06/21/2018	13,843.66	2,314.68	11,528.98	177,081.81
3:1	09/21/2018	13,843.66	2,173.19	11,670.47	165,411.34
4:1	12/21/2018	13,843.66	2,029.97	11,813.69	153,597.65
<b>2018 Totals:</b>		<b>55,374.64</b>	<b>8,972.29</b>	<b>46,402.35</b>	
<b>Running Totals:</b>		<b>55,374.64</b>	<b>8,972.29</b>	<b>46,402.35</b>	
5:2	03/21/2019	13,843.66	1,884.99	11,958.67	141,638.98
6:2	06/21/2019	13,843.66	1,738.23	12,105.43	129,533.55
7:2	09/21/2019	13,843.66	1,589.67	12,253.99	117,279.56
8:2	12/21/2019	13,843.66	1,439.28	12,404.38	104,875.18
<b>2019 Totals:</b>		<b>55,374.64</b>	<b>6,652.17</b>	<b>48,722.47</b>	
<b>Running Totals:</b>		<b>110,749.28</b>	<b>15,624.46</b>	<b>95,124.82</b>	
9:3	03/21/2020	13,843.66	1,287.05	12,556.61	92,318.57
10:3	06/21/2020	13,843.66	1,132.96	12,710.70	79,607.87
11:3	09/21/2020	13,843.66	976.97	12,866.69	66,741.18
12:3	12/21/2020	13,843.66	819.06	13,024.60	53,716.58
<b>2020 Totals:</b>		<b>55,374.64</b>	<b>4,216.04</b>	<b>51,158.60</b>	
<b>Running Totals:</b>		<b>166,123.92</b>	<b>19,840.50</b>	<b>146,283.42</b>	
13:4	03/21/2021	13,843.66	659.22	13,184.44	40,532.14
14:4	06/21/2021	13,843.66	497.42	13,346.24	27,185.90
15:4	09/21/2021	13,843.66	333.63	13,510.03	13,675.87
16:4	12/21/2021	13,843.70	167.83	13,675.87	0.00
<b>2021 Totals:</b>		<b>55,374.68</b>	<b>1,658.10</b>	<b>53,716.58</b>	
<b>Running Totals:</b>		<b>221,498.60</b>	<b>21,498.60</b>	<b>200,000.00</b>	

Last payment increased by \$0.04 due to rounding

Calculation method: Normal, 360 days per year

## LANDSCAPE SERVICES CONSULTING AGREEMENT

This Landscape Consulting Services Agreement ("Contract") is made this 21<sup>st</sup> day of December, 2017, by and between the

City of Grosse Pointe Park ("the City") and Phil Pitters, Inc., a Michigan Corporation ("Contractor").

- 1) Contractor shall provide the following services to the City:
  - a. General consulting services, upon request, for any and all work related to the care and maintenance of the following:
    - i. All grounds located at Windmill Pointe Park
    - ii. All grounds located at Patterson Park
    - iii. All right of ways upon the City through streets (Essex, Charlevoix etc.)
    - iv. All right of ways upon Mack and Jefferson Ave.
    - v. All municipal facilities including City Hall and public service facilities.
  - b. Contractor shall provide consulting services of all landscape retail operations of 2226 Alter Ave., Detroit Michigan
  - c. The City and Contractor agree that the Contractor is an independent contractor and not an employee of the City and that the Contractor and all personnel in the service of the Contractor shall not be entitled to receive any wages, benefits or any additional payments of any kind under the terms of this contract.
  
- 2) The City shall provide:
  - a. The annual fee for all services under this contract in the amount of \$ 26,800.00 for a term of 4 years. Payments shall be remitted in sixteen (16) quarterly installments of \$ 6,700.00, beginning April 01, 2018 and continuing quarterly thereafter. Notwithstanding the foregoing, this Agreement is intended to pay to Contractor the total amount of \$107,200.00. This Agreement may be prepaid at any time without payment of any prepayment fee or penalty. However, in the event that the City attempts to terminate this agreement or defaults hereunder, it shall immediately pay to Contractor the remaining amount due under this Agreement, less any amounts previously paid.
  - b. The City shall pay any licensing fees, if any, for retail operations upon 2226 Alter Ave.
  - c. The City shall require a certificate of insurance which shall add the City as a named insured with respect to General Liability Coverages in an amount \$1,000,000.00




This Landscape Services Consulting Agreement constitutes the entire Agreement between the parties for the landscape consulting services provided as indicated.

**Grosse Pointe Park**

**Phil Pitters, Inc.**

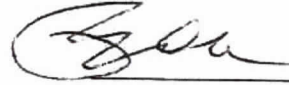
By:

 12/21/17

It's:

City Manager

By:



It's:

President

## Nick Sizeland

---

**From:** Nick Sizeland  
**Sent:** Tuesday, September 7, 2021 3:41 PM  
**To:** citycouncil  
**Cc:** blahutj; 'Jake Howlett (jhowlett@bodmanlaw.com)'  
**Subject:** Pitters and Alter Discussion

Hello Mayor and Council,

**Below is a summary with FAQ's regarding the questions about the Pitters Property and Alter Rd properties. Please bear in mind that Jake and I are not complete with our entire review however we wanted to keep you aware.**

### **Pitters Property**

The Pitters Lot Agreements for the property on Alter Rd were signed on Dec 21, 2017 between the former City Manager and Phil Pitters in the form of a land contract for \$285,000 with a \$85,000 deposit and \$200,000 financed over four years at 5% interest and in a landscape services consulting agreement for \$107,200. The final payments under the land contract include \$27,687 in December for the completion of the land contract, at which point the deed and full title will be in the city's name. There is one more \$6,700 payment left under the landscape services consulting agreement due on January 1. The contract obligates the city to pay the rest of the amount if we were to terminate.

During a closed door session at the Council's June 13, 2016 meeting, the City Council authorized and approved the City Manager pursuing the Pitters Lot purchase, The City Council voted unanimously. The former City Manager then negotiated the purchase with Phil Pitters and the former City Manager signed the agreements in December of 2017.

### Why was the Pitters Lot pursued?

The City's rationale for purchasing the Pitters lot include:

1. The City was in pursuit of moving from its current Public Works building and this was seen as potential location for a DPW Yard
2. Rumors/concerns about Pitters selling the lot to a used car dealer
3. Clean up the back parking lot on Barrington at Windmill Pointe Park if moved materials from park parking lot to Pitters property
4. Potential for future redevelopment

### Invoices

A question was raised why payments for the pitters lot is not on the finance report. The report provided for in your council packet is for invoices of product or services rendered \$5,000 and above. Land purchases or bonds with debt payment schedules are already approved by the elected or appointed body one time and are submitted to our finance department for payment.

### Audit

Ramie E Phillips is our auditor for the City, had worked with other local governments and complies with Michigan Auditing Standards. He reviews all land purchases for the City and ensures they are booked properly in the city budget. At the time of these purchases and subsequent years after Mr. Phillips reviewed and confirmed this complied with auditing standards. We informed Mr. Phillips prior to this discussion that we would be pursuing an RFP for fy22 auditing services.

### Has the City been using the Pitters lot?

Yes, since 2018 DTE/Infrasource had stored landscape material at the Pitters lot as part of the gas main upgrade. DPW has stored sand and pea gravel that is used for water main breaks at the site. Pitters also has a site on Algonquin in Detroit that has been used for storage of large snow plows which is unrelated to these agreements.

Why is the 107,200 being charged to the Water/Sewer Fund?

The reason some of the payments are charged to the water sewer fund because the majority of being water/sewer related for water main breaks.

Why was the 285,000 charged to the Capital Improvement Fund?

This is a Capital Purchase. The Land Contract is charged to the fund as this was seen as a potential for DPW and to improve the lot for their use and due to the lack of storage to house material for the water board.

**1296 Alter and 1264 Alter Lots**

When was this approved by Council?

December 8, 2008 The City Council approved acquisition of 1296 and 1264 Alter

Why did we buy lots on Alter?

The City purchased these Alter properties to remove blighted homes that had been sitting vacant and were problems for the neighbors of Wayburn and pursuant to an agreement with Detroit in 2014 related to the Kercheval closing and signed by former Mayor Heenan, Mayor Pro-Tem Theokas and Dale Krajniak The parties agreed to cooperate together on removing blighted properties along Alter Rd.

Does the City own other Alter Road Properties?

Yes, at 1596 and 1588 Alter. These lots were approved by the Real Estate Improvement Committee in 2012 during an open door meeting authorizing the City Manager to pursue the acquisition of these lots.

As we move forward I would like to remind everyone the Council at the time were not provided the documentation that you receive monthly in your council packets to make the best informed decision. Our approach now creates accountability across the board for the manager/staff and city council. Working together we can continue our progress and build the trust that residents seek of City Government. We continue to ask questions and obtain answers, thank you

Nick Sizeland, City Manager  
City of Grosse Pointe Park  
Direct: (313) 822-4361  
sizelandn@grossepointepark.org







**Council Meeting**  
***Date: September 27,***  
***2021***

<b>TITLE: Wayburn Street and Alley Vacation</b>	<b>DATE: 9/21/2021</b>
<p><b>SUMMARY:</b>          The proposed resolution to vacate Wayburn Street and a portion of the alley was presented for introduction at the August 23<sup>rd</sup> City Council meeting. 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.</p> <p>The adoption of the resolution for vacation is contemplated by the Charter and requires the affirmative vote of at least four council members, being introduced on August 23<sup>rd</sup> and scheduled for the September 27<sup>th</sup> council meeting to discuss possible objections to resolution and vacation. If adopted, the resolution will be recorded with the register of deeds for Wayne County.</p>	
<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 water treatment 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 portion of the 18’ public alley (the “Alley”) legally described on the attached 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 legally described on the attached 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 and the Alley 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:

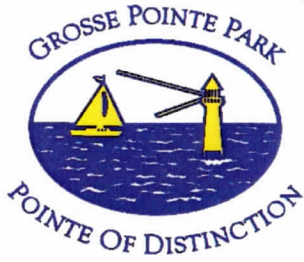
ALL OF WAYBURN STREET ADJACENT TO LOT 37 (EXCEPT THE  
NORTHERLY PART THEREOF TAKEN FOR THE WIDENING OF MACK  
AVENUE) AND LOT 38, MARYLAND PARK SUBDIVISION, OF LOT 1 OF  
PLAT OF LOT NO. 2 OF ALTERS PLAT OF WEST PART OF P.C. 570,  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 34,  
PAGE 95 OF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

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

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

THE PORTION OF THE 18' PUBLIC ALLEY WHICH IS LOCATED NORTH  
OF LOT 38 AND EXTENDING FROM THE EASTERLY LINE OF LOT 38  
TO THE WESTERLY LINE OF WAYBURN STREET, 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.





## City Council Meeting September 27, 2021

<b>TITLE:</b> Acceptance of Grosse Pointe Park Foundation donation of up to \$50,000 for Public Safety fitness center	<b>DATE:</b> September 16, 2021
<p><b>SUMMARY:</b></p> <p>Public safety is a profession that requires its members be physically fit. For this reason, most police and fire departments around the country have modern, up-to-date fitness centers to encourage officers to workout regularly. The fitness room here at our public safety building is not only antiquated, but some of the equipment is also inoperable and even dangerous.</p> <p>For many years, the Grosse Pointe Park public safety personnel would pool their money to buy a particular piece of equipment, or they would receive a hand-me-down from a neighbor or a resident of Grosse Pointe Park.</p> <p>With acceptance of the Foundations donation, we will be able to provide our officers with new, state of the art exercise equipment to ensure our employees are provided with a welcoming, safe environment in which to workout.</p> <p>Photographs of the current fitness center as well as computer renderings and photographs of the new equipment is provided for Council's review.</p>	
<b>FINANCIAL IMPACT:</b> There is no fiscal impact to the City of Grosse Pointe Park.	
<b>RECOMMENDATION:</b> Approve Donation from the Grosse Pointe Park Foundation	
<b>PREPARED BY:</b> Bryan A. Jarrell	<b>TITLE:</b> Director of Public Safety





FAITH WITHOUT WORK IS DEAD

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FAITH WITHOUT WORK IS DEAD

YES IS A GIVEN T

5200

GET A BETTER BODY

Reebok

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SPEED WORKOUTS

5 5 5

CUSTOM WORKOUTS

FAST TRACK YOUR FITNESS

Integrated into the

Control handles,

and Teach™ Controls

to keep you moving

3 4 5 6 7 8 9 10 11 12









**Strengthio Fitness LLC**

342 Market Ave SW  
 Grand Rapids, MI 49503 US  
 +1 8333423488  
 bkujath@strengthiofitness.com  
 www.strengthiofitness.com

Estimate

ADDRESS  
 Bryan Jarrell  
 Grosse Pointe Park Police  
 15115 E. Jefferson  
 Grosse Pointe Park, Michigan  
 48230 248-7014-4730

SHIP TO  
 Bryan Jarrell  
 Grosse Pointe Park Police  
 15115 E. Jefferson  
 Grosse Pointe Park, Michigan  
 48230 248-7014-4730

ESTIMATE 3665  
 DATE 06/25/2021

SALES/TECH  
 Don King

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Bodycraft RFT-150, Power Rack & Functional Trainer, Lat Pull-Pulleys. 2- 150 lb. wt. stack. 3299.00	Bodycraft RFT-150, Power Rack & Functional Trainer, Lat Pull-Pulleys. 2- 150 lb. wt. stack. 3299.00	1	1,995.00	1,995.00
	Bodycraft WP-100, HFT/RFT, 50 lb. add-on wt-stack (to 200 lbs). 249.00	Bodycraft WP-100, HFT/RFT, 50 lb. add-on wt-stack (to 200 lbs). 249.00	1	165.00	165.00
	BodySolid SCB1000, Powerline Counter Balanced Smith Machine. 3695.00	BodySolid SCB1000, Powerline Counter Balanced Smith Machine. 3695.00	1	1,995.00	1,995.00
	BodySolid GLPH1100, Plate Loaded Leg Press/Hack Squat. 2139.00	BodySolid GLPH1100, Plate Loaded Leg Press/Hack Squat. 2139.00	1	1,295.00	1,295.00
	Hoist HD-3400 Leg Extension/Leg Curl. 3299.00	Hoist HD-3400 Leg Extension/Leg Curl. 3299.00	1	2,149.00	2,149.00
	TROY BB TSD-005-050R, 12 sided Rubber Encased Dumbbells. 1 pr. 5-50x5. 1695.00	TROY BB TSD-005-050R, 12 sided Rubber Encased Dumbbells. 1 pr. 5-50x5. 1695.00	1	1,295.00	1,295.00
	TROY BB TSD-055R, 12 sided Rubber Encased Dumbbell. 55 lb. 169.00	TROY BB TSD-055R, 12 sided Rubber Encased Dumbbell. 55 lb. 169.00	2	131.00	262.00
	Troy BB TSD-060R, 12 sided Rubber Encased Dumbbell 60 lb. 179.00	Troy BB TSD-060R, 12 sided Rubber Encased Dumbbell 60 lb. 179.00	2	139.00	278.00

CHARGES of 1.8% will be added to past due invoices and a CHARGE for return checks will be added.

Remit To: 342 Market Avenue, SW, Grand Rapids, MI 49503

Troy BB TSD-065R, 12 sided Rubber Encased Dumbbell 65 lb. 194.00	Troy BB TSD-065R, 12 sided Rubber Encased Dumbbell 65 lb. 194.00	2	149.00	298.00
Troy BB TSD-070R, 12 sided Rubber Encased Dumbbell 70 lb. 209.00	Troy BB TSD-070R, 12 sided Rubber Encased Dumbbell 70 lb. 209.00	2	160.00	320.00
Troy BB TSD-075R, 12 sided Rubber Encased Dumbbell 75 lb. 225.00	Troy BB TSD-075R, 12 sided Rubber Encased Dumbbell 75 lb. 225.00	2	170.00	340.00
TROY BB TSD-080R, 12 sided Rubber Encased Dumbbell 80 lb. 239.00	TROY BB TSD-080R, 12 sided Rubber Encased Dumbbell 80 lb. 239.00	2	185.00	370.00
TROY BB DR-10, 10 pair DB rack w/cradles. 895.00	TROY BB DR-10, 10 pair DB rack w/cradles. 895.00	1	695.00	695.00
Services	(675 lbs.) TROY Barbell, YORK, BODYSOLID: cast steel Kettle Bells. 1 Each: 10-80 x 5 lb. (first to ship). 1.89/lb.	675	1.39	938.25
Hoist HF-5461-60 2 tier flat-tray dumbbell rack. 549.00	Hoist HF-5461-60 2 tier flat-tray dumbbell rack. 549.00	1	349.00	349.00
Hoist HF-5461-OPT-48-PL 3rd tier flat-tray. 189.00	Hoist HF-5461-OPT-48-PL 3rd tier flat-tray. 189.00	1	125.00	125.00
TROY BB TZB-020-110R, 12 sided Hex EZ Curl Bar w/hard chrome. 2795.00	TROY BB TZB-020-110R, 12 sided Hex EZ Curl Bar w/hard chrome. 2795.00	1	2,149.00	2,149.00
Services	CUSTOM Wall mounted FIXED BAR Rack. AMZ-FUXIN 2 Bar Bracket (1 pair). 45.90	5	39.90	199.50
TROY BB GO-045VR, Rubber Encased wide-flange 3-grip Olympic Plate. 109.00	TROY BB GO-045VR, Rubber Encased wide-flange 3-grip Olympic Plate. 109.00	8	84.00	672.00
TROY BB GO-025VR, Rubber Encased wide-flange 3-grip Olympic Plate. 61.00	TROY BB GO-025VR, Rubber Encased wide-flange 3-grip Olympic Plate. 61.00	8	47.00	376.00
TROY BB GO-010VR, Rubber Encased wide-flange 3-grip Olympic Plate. 24.49	TROY BB GO-010VR, Rubber Encased wide-flange 3-grip Olympic Plate. 24.49	8	19.00	152.00
TROY BB GO-005VR, Rubber Encased wide-flange 3-grip Olympic Plate. 12.25	TROY BB GO-005VR, Rubber Encased wide-flange 3-grip Olympic Plate. 12.25	8	9.90	79.20
TROY BB GO-002VR, Rubber Encased wide-flange 3-grip Olympic Plate. 6.25	TROY BB GO-002VR, Rubber Encased wide-flange 3-grip Olympic Plate. 6.25	4	4.75	19.00
TROY BB GOB-1200, hi strength 32mm Olympic	TROY BB GOB-1200, hi strength 32mm Olympic Bar. 229.00	1	195.00	195.00

CHARGES of 1.8% will be added to past due invoices and a CHARGE for return checks will be added.

Remit To: 342 Market Avenue, SW, Grand Rapids, MI 49503



Bar. 229.00				
Services	BodySolid, Wright-Equipment Dual-grip Deadlift Trap Bar (first to ship). 229.00	1	159.00	159.00
TROY BB GOPT, vertical Olympic Plate Rack w/2 bar holder. 159.00	TROY BB GOPT, vertical Olympic Plate Rack w/2 bar holder. 159.00	1	119.00	119.00
BodySolid BSTMCO2RD, red-metal muscle clamp Collars. 49.00	BodySolid BSTMCO2RD, red-metal muscle clamp Collars. 49.00	3	44.00	132.00
Torque XFIB-104 flat incline bench	Torque XFIB-104 flat incline bench. 670.00	2	449.00	898.00
Sports Art T635A heavy commercial Treadmill w/contact HR. 4695.00	Sports Art T635A heavy commercial Treadmill w/contact HR. 4695.00	1	2,989.00	2,989.00
Octane Ro 100877, Fan & Magnetic Resistance Rower. 1799.00	Octane Ro 100877, Fan & Magnetic Resistance Rower. 1799.00	1	1,025.00	1,025.00
Octane XT4700. adjustable stride Elliptical w/standard console. 6599.00	Octane XT4700. adjustable stride Elliptical w/standard console. 6599.00	1	3,975.00	3,975.00
Freight	Freight: Inbound freight all manufacturers.	1	3,570.00	3,570.00
INSTALLATION	Installation: Inside delivery, assembly, setup and cleanup. INCLUDES REMOVAL OF ANY EXISTING REMAINING EQUIPMENT.	1	2,390.00	2,390.00

TOTAL

**\$31,967.95**

Accepted By

Accepted Date

CHARGES of 1.8% will be added to past due invoices and a CHARGE for return checks will be added.

Remit To: 342 Market Avenue, SW, Grand Rapids, MI 49503

Page 3 of 3

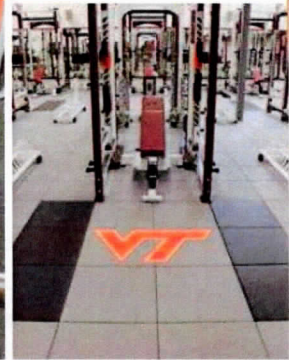
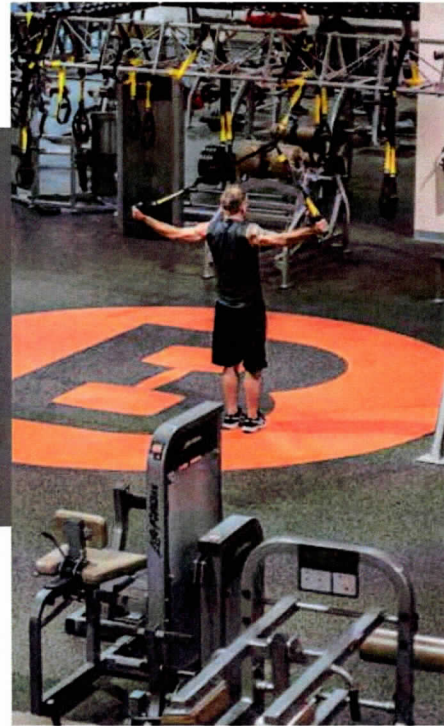
Ecore Athletics EVERLAST Flooring  
Shown in "Rolls" and in Ultra-Tiles  
(bottom right)

## Basic Rolls & Tiles

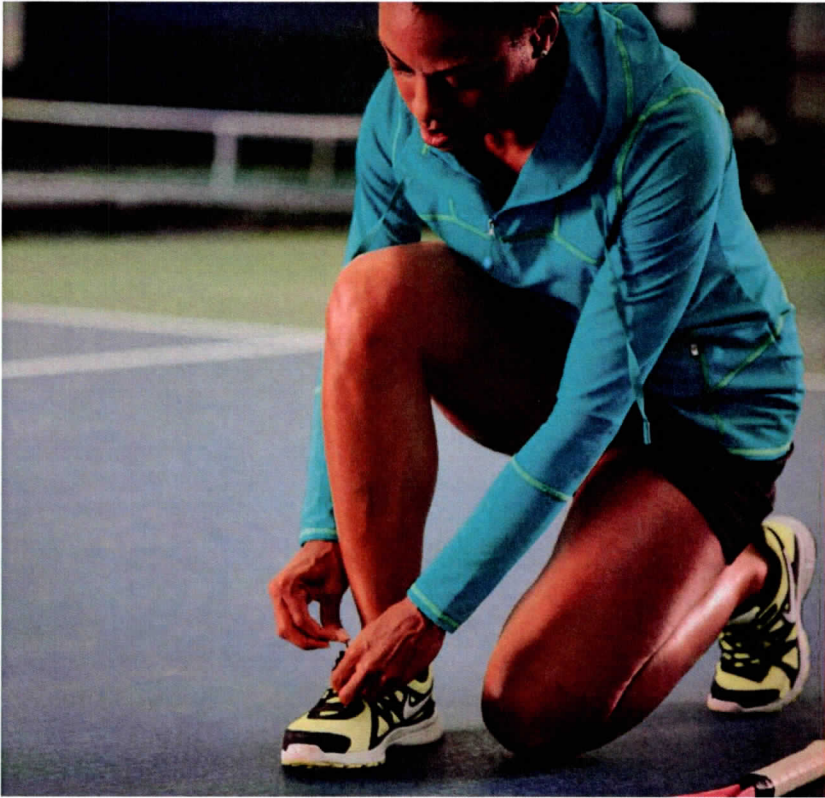
Everlast Basic Rolls & Tiles are the "original" recycled rubber fitness floor. This durable surface offers easy and fast installation in a virtually seamless appearance that is ideal for cardio areas and ice rinks.

### Product Options

- Product Key: 8mm, i23, 6mm, 9mm
- Product Type: Rolls & Interlocking Tiles
- Thickness: 8mm, 6mm, 9mm
- Dimension:
  - 8mm: 48" (1.22m) x 25 linear feet (7.62m) OR 50 linear feet (15.24m)
  - i23: 8mm x 23" x 23" (58cm x 58cm) interlocking
  - 6mm: 48" (1.22m) x 25 linear feet (7.62m) OR 50 linear feet (15.24m)
  - 9mm: 48" (1.22m) x 25 linear feet (7.62m) OR 50 linear feet (15.24m)










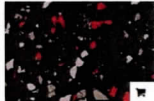
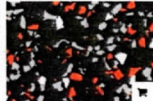
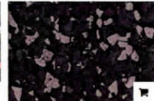
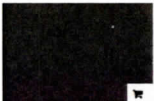


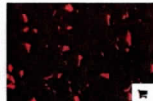
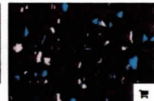
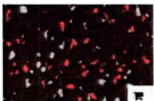
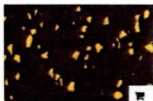
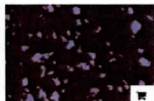

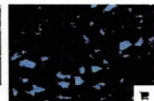
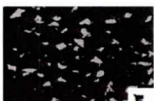
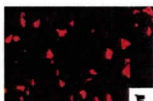


# Everlast





**ECORE Athletics' EVERLAST Flooring, custom cut lengths, 4' wide rolls x 8mm thick**

**Group 1** colors EL01, EL02, EL05 and EL00 Black, List price 2.59/SF. **BID PRICE 2.05/SF.** **Group 2** colors EL04 to EL32B, List price 2.79/SF. **BID PRICE 2.14/SF**  
**Group 3** colors EL45 to EL97A, List price 3.09/SF. **BID PRICE 2.34/SF.** **Group 4** colors EL100B to EL503, List price 3.59/SF. **BID PRICE 2.68/SF.**  
**Group 5** Colors EL15A to EL502, List price 6.89/SF. **BID PRICE 5.24/SF**

8mm Basic Rolls				
EL00, EL01, EL02, EL05	EL04, EL06, EL07, EL09, EL32B	EL45, EL46, EL47, EL97A	EL100B, EL101, EL102, EL103, EL104, EL106, EL107B, EL503	EL15A, EL43A, EL502
 Green Tea 3   EL32B	 Wildcats 3   EL100B	 Gators 3   EL107B	 Raiders   EL503	 Vikings   EL101
 Lions   EL102	 Blue Jays   EL103	 Cardinals   EL104	 Tigers   EL105	 Dark Gray   EL502
 Basic Black   EL00	 Buff Blue 10   EL01	 Griffin Gray 10   EL02	 Rippin Red 10   EL05	 Buff Blue / Gray 10   EL04
 Rippin Red / Gray   EL06	 Yellow Surge   EL07	 Pumpin Purple   EL09	 Whey Protein 2   EL07A	 Buff Blue 20   EL45
 Griffin Gray 20   EL46	 Rippin Red 20   EL47	 Steel Appeal 2   EL15A	 Mocha Latte 2   EL43A	



**Strengththio Fitness LLC**

342 Market Ave SW  
 Grand Rapids, MI 49503 US  
 +1 8333423488  
 bkjath@strengththiofitness.com  
 www.strengththiofitness.com

**PROJECT**

**ADDRESS**  
 Bryan Jarrell  
 Grosse Pointe Park Police  
 15115 E. Jefferson  
 Grosse Pointe Park, Michigan  
 48230 248-7014-4730

**SHIP TO**  
 Bryan Jarrell  
 Grosse Pointe Park Police  
 15115 E. Jefferson  
 Grosse Pointe Park, Michigan  
 48230 248-7014-4730

**ESTIMATE**     **3652**  
**DATE**         **06/18/2021**

**SALES/TECH**  
 Don King

LINE	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	ECORE Everlast 8mm thick flooring	528 SF, Ecore Everlast 8mm thick flooring: Group 1 Colors. 4 Rolls @ 33'		2.05	1,082.40
		OPTION: GROUP 2, 3, 4, 5 colors. see cost per SF slide.			
	ECORE E-GRIP III 4 GALLON (SPREAD RATE 380 SF). LIST 209.00	ECORE E-GRIP III 4 GALLON (SPREAD RATE 380 SF). LIST 209.00	2	189.00	378.00
	Freight	Freight: inbound freight w/liftgate.	1	385.00	385.00
	Services	Final cutting, fitting and full spread glue down installation. 3" Edge-reducer.	1	785.00	785.00
		OPTION Vinyl Cove Base. standard colors. Parts & Labor. 85 linear ft. 185.00	0		0.00
		Debris free. empty room. Damaged floor repair & prep TBD.			
<b>TOTAL</b>					<b>\$2,630.40</b>



GROSSE POINTE PARK POLICE & FIRE FITNESS CENTER





**STRENGTHIO FITNESS is uniquely qualified to outfit this facility.** Our team of veteran Health Club Owners, Personal Trainers, and commercial fitness equipment consultants are constantly researching the world of commercial fitness products. Because no "ONE" company makes the best in every category, we represent several of the world's best commercial fitness manufacturers.

**Warranties:** Any manufacturer's warranty is only as good as the supplier's ability to back them up. STRENGTHIO FITNESS has our own dedicated Service Department with 3 full time, factory trained technicians. We provide 48 hours or less service tech response time. A call or email to our Lead Service Tech Mike Cramer or Service manager Bob Kujath and they will assure prompt and accurate repairs. We get repairs done fast and protect your investment. Mike Cramer: 616-340-7400 [mcramer@strengthiofitness.com](mailto:mcramer@strengthiofitness.com) Bob Kujath 616-723-3338 [Service@StrengthioFitness.com](mailto:Service@StrengthioFitness.com)

**For the Strength equipment in this package:** we are providing extended warranty coverage for all the "Strength Equipment" to 2 years all parts & labor except the upholstery, tethered-weight sack pins and grips.

**For the Cardiovascular equipment in this package:** all "Cardiovascular Equipment" is covered by a minimum of 2 years ALL parts and Labor including "wear-item" parts like running Belts & Decks on the Treadmills (except pedals, seat and grips). See specification pages of each machine for factory warranties and our extended warranties.

**Annual Preventative Maintenance and long-term support:** STRENGTHIO FITNESS service department will provide discounted "Annual Preventative Maintenance" to protect your investment, reduce liability and ensure years of safe and reliable performance. **Annual Preventative Maintenance includes:** Deep-cleaning, testing/diagnose problems, lubrication and follow up report with required parts & labor cost (if any apply).

**Annual PM Service for new cardio machines: No charge for the first 2 years.** Currently, PM Service for Cardio machines, 35.00 each. For Weight-stack and Plate Loaded strength equipment, 10.00 each.

**Free Bi-annual Inspections:** STRENGTHIO FITNESS provides free Bi-annual safety inspections. A Service technician or sales rep will visit your fitness center 2 times per year to make sure your equipment is working properly. Any piece of equipment not working correctly will have a follow-up service call to correct the problem. No charge for parts & labor during first 2 years. A Parts & labor quote will be provided for pre-approval after 2 years.

**IN-SERVICE TRAINING, Grand-Openings and Fitness Center Events:** STRENGTHIO FITNESS provides free equipment training seminars for all the Equipment in this presentation. The training seminars cover the proper use of all equipment and the maintenance procedures that help maintain safe & reliable use. A certified Personal Trainer, Exercise Physiologist or other health & fitness professional will demonstrate the proper cleaning and basic maintenance of the equipment. A certified Personal Trainer or Exercise Physiologist will be available for your Grand-Opening Events or annual Fitness Center Open house.

STRENGTHIO FITNESS representative: \_\_\_\_\_ Date: \_\_\_\_\_



## STRENGTHIO FITNESS BI-ANNUAL SAFETY/SERVICE INSPECTIONS

STRENGTHIO-FITNESS, Inc. continues to promote the finest service in the commercial fitness industry by offering **FREE BI-ANNUAL SAFETY/SERVICE INSPECTIONS** during the warranty period on cardiovascular equipment purchased from our company. This innovative concept is designed to enhance your fitness equipment investment. You made a commitment to STRENGTHIO-FITNESS by purchasing our products...we are returning the favor by ensuring longevity.

### Safety/Service Inspections

- Inspect cardiovascular equipment to head-off potential problems
- Check all functions for proper use
- Perform minor adjustments
- Determine mileage of equipment for rotation
- Monitor error log for any known problems
- Recommend daily/weekly activities
- Record service history of equipment
- Contact manufacturer for all parts & service for customer

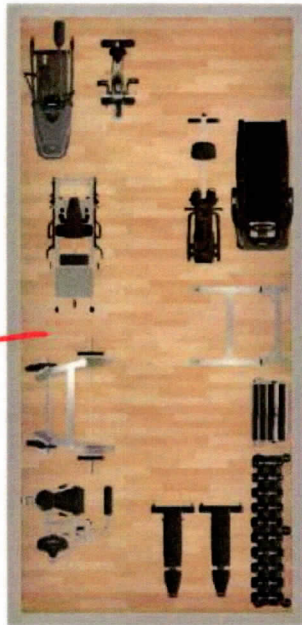
### Qualification

Three or more cardiovascular pieces purchased through All-Pro Exercise, Inc. to a commercial facility will qualify under this program. The safety/service inspections are extended to both new and reconditioned pieces. Please consult your STRENGTHIO-FITNESS or service representative for further details.

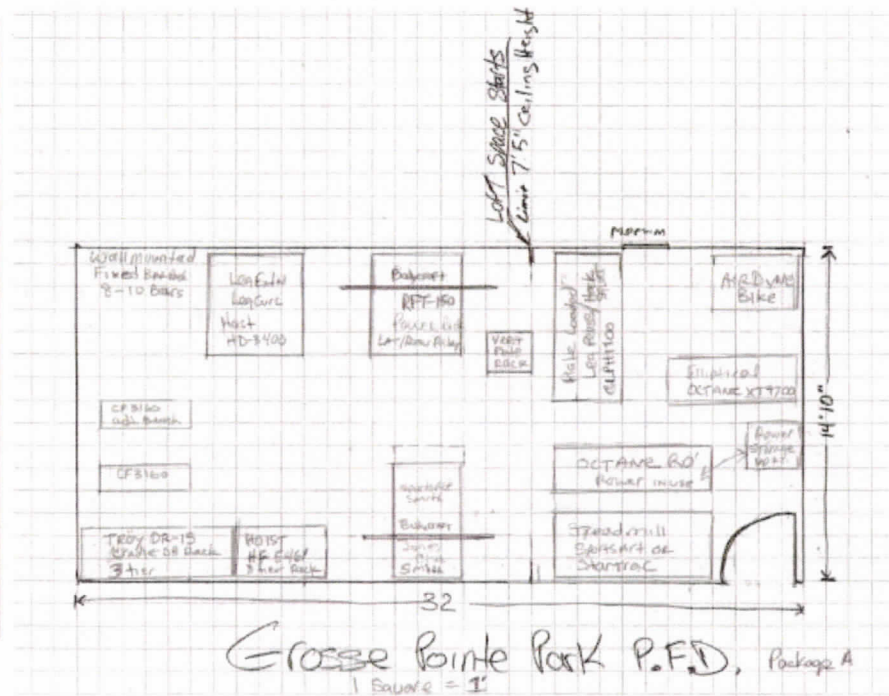
A wood-looking floors shown for better view of the equipment.

Some of the 3D template are not "exact matching" brand name & model. However they do have a similar "footprint"

Some templates are larger than the versions quoted in Package A & B presentations.



Vertical Olympic Plate Rack with two Bar holder to supply Leg Press and Power Rack See slide 18.

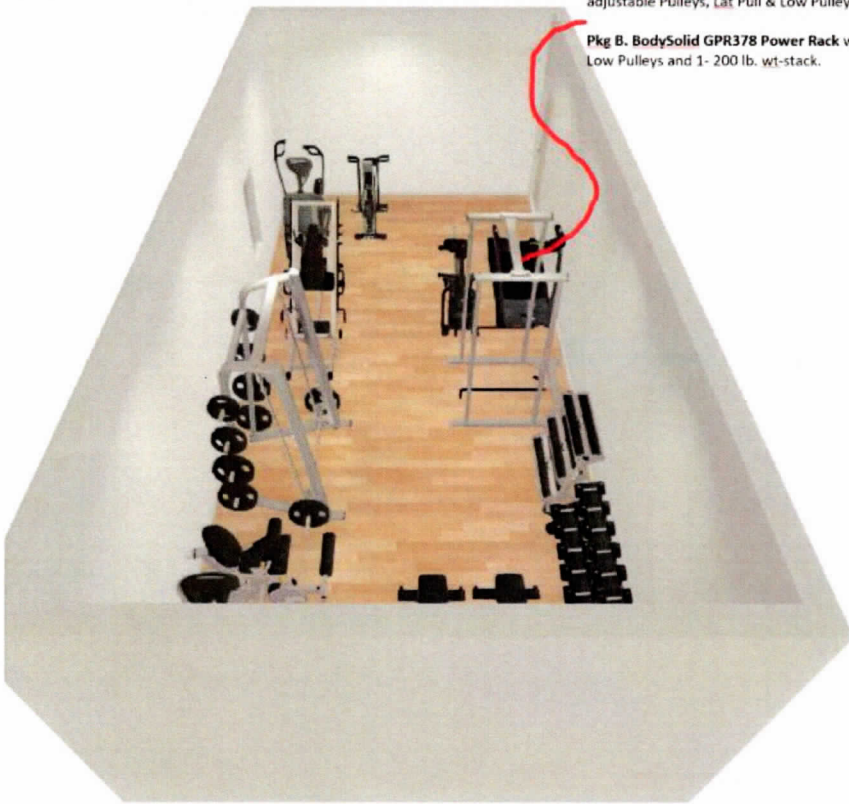


APPROXIMATION OF FLOOR AND PLANNING AREA

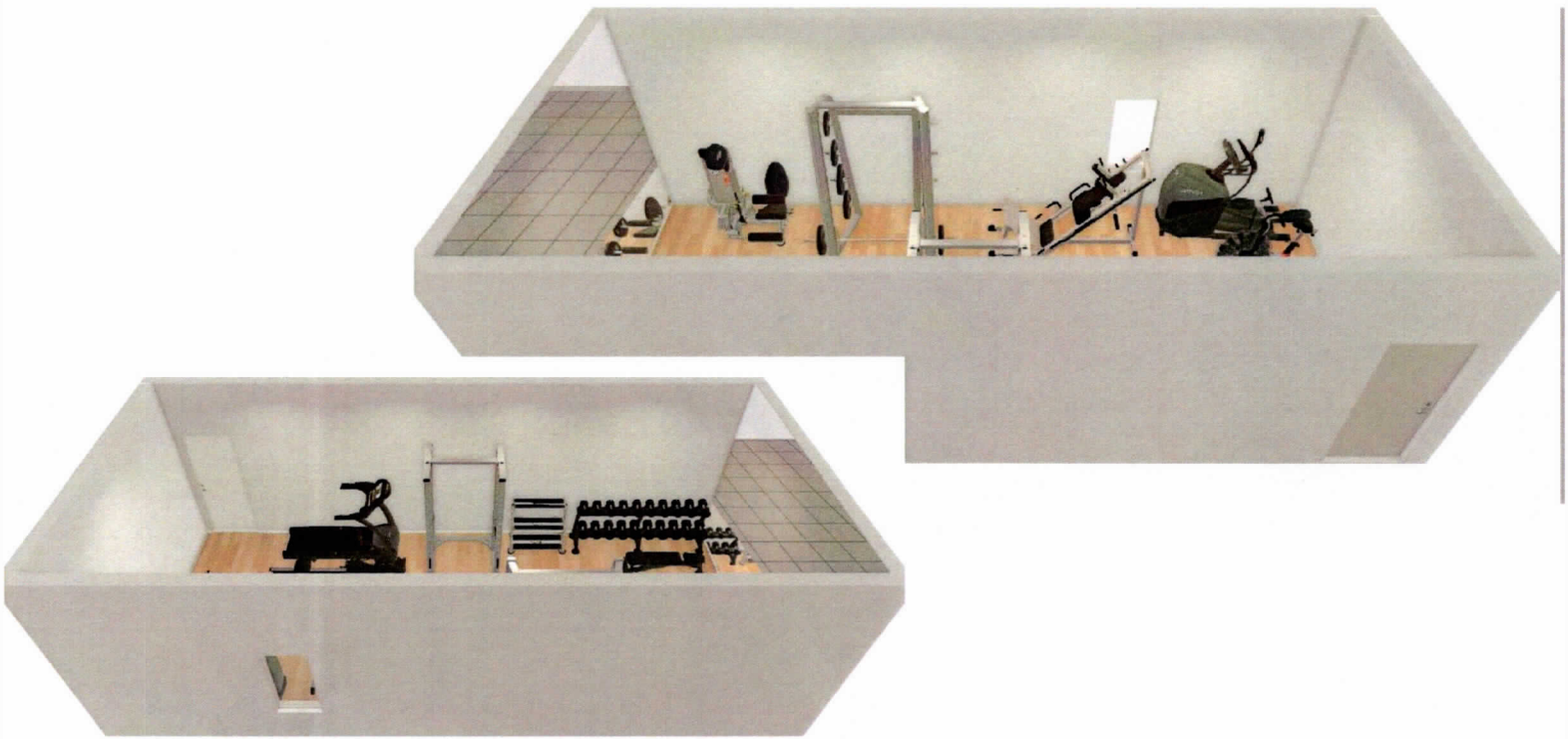
Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plan accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.

**Pkg A. BodyCraft RFT-150 Power Rack with Functional Trainer**  
adjustable Pulleys, Lat Pull & Low Pulleys. 2- 200 lb. wt-stacks.

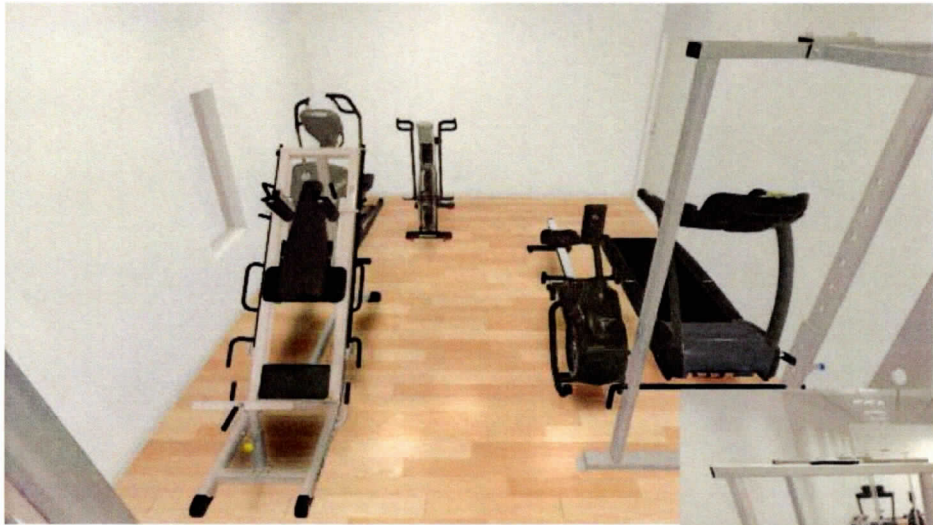
**Pkg B. BodySolid GPR378 Power Rack with GLA378 Lat Pull, Hi -  
Low Pulleys and 1- 200 lb. wt-stack.**



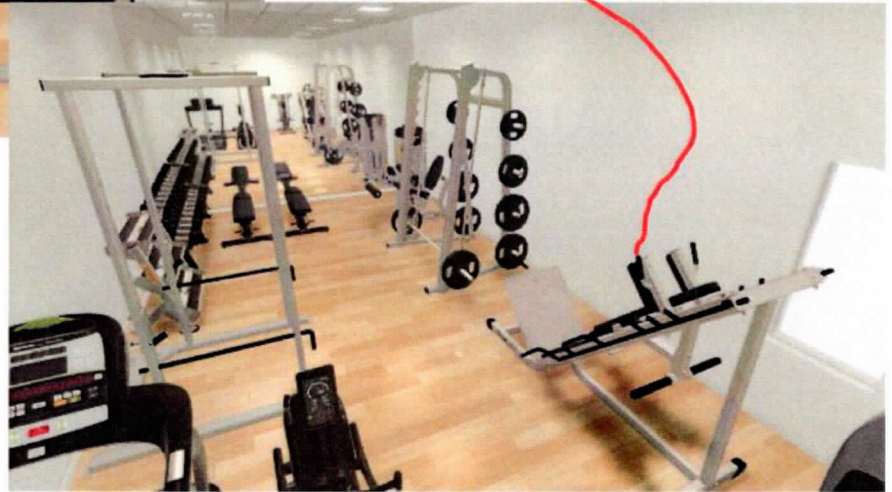


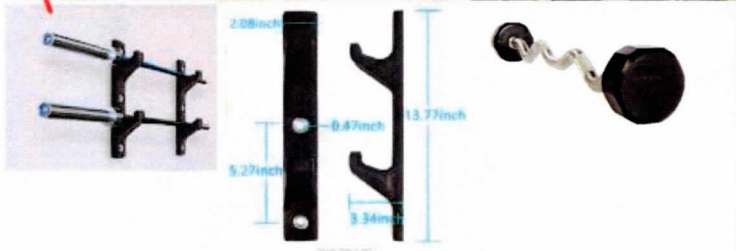


APPROXIMATION OF FLOOR AND PLANNING AREA

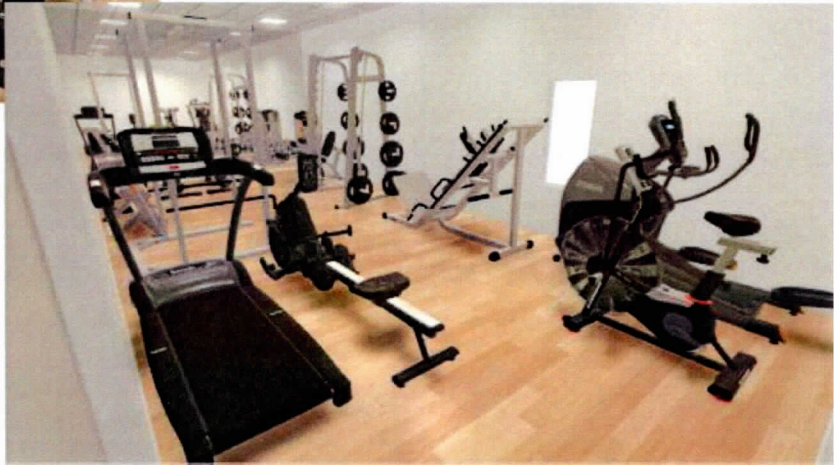


Exact 3D template for BodySolid Plate Loaded Leg Press/Hack Squat was not available. It should fit "perpendicular to the wall"





**8-10 FIXED Bar/EZ Curl Bars "Wall-mounted"** on angled wood upright anchored to the cinder block wall ( A floor space saver and provides an ergonomic Fixed-Bar Rack).





Increased to, 2-200 Lb. Weight stacks. Dip Bars included (provide "thigh hold-down" for Lat Pull users).

# RFT POWER RACK-FUNCTIONAL TRAINER

BODYCRAFT

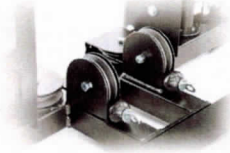
# A FUNCTIONAL ADVANTAGE

Our Rack Functional Trainer (RFT) is Built for MAXIMUM Flexibility and Safety. Rugged Construction and Adjustable Spotter Arms Make Your Workout Enjoyable, Quick and Safe. Combine the RFT with the Optional Dip Handles, and a Utility Bench for a Complete Strength Training System.



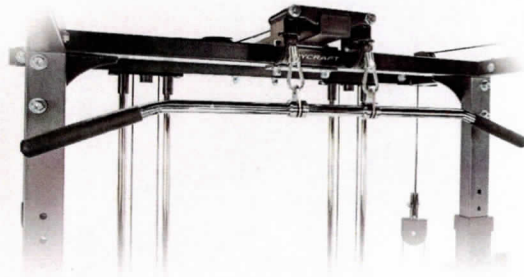
### FUNCTIONAL FRONT

Dual Front Adjustable Swiveling Pulleys with 23 Height Positions. Adjust the Pulley Height by Simply Releasing the Peg-Pin and Sliding the Pulley to Your Desired Position. The Laser Etched #s on the Inside of Each Upright Will Make Sure Both Pulleys are at Equal Heights.



### GET LOW

In the Rear of the RFT are Dual Independent Low Pulleys. This Functional Station is Ideal for Rows, Bicep Curls, Ab Exercises, ect.



### BRING IT DOWN

The RFT Features Dual Independent Swiveling High Pulleys Mounted at the Top Rear of the Rack. These Can be Used in Conjunction with the Included Lat Bar or Single Handles. Work Your Shoulders, Back, Arms, and More!



# RFT

POWER RACK-FUNCTIONAL TRAINER  
BODYCRAFT

# FEATURES AND SPECS

## FEATURES

- Pop-Pin Adjustments: Easy to Adjust and Always out of the Way of your Bar
- Two Inch Spacing: Precision Adjustments to Safely and Effectively Customize Your Workout
- Laser Etched #'s on all 4 Uprights
- Chin Up Bar: Uses Include, Pull Ups, Hanging Ab Straps, Bands, Inversion Boots, Etc.
- High-Density Rubber: Securely Screwed Down to the Safety Hooks and Spotters
- Dual Independent 150lb Weight Stacks - Upgradeable to the 200lbs Each
- Dual Adjustable Functional Pulleys: Swiveling, Independent
- Dual High Pulleys: Swiveling, Independent
- Dual Low Pulleys: Independent
- Accessories: Long Lat Bar, Short Lat Bar, Ankle Strap, 2 Single Handles, 2 Chains

## SPECS

- 2" Spacing Between Each Adjustment Point
- 34.5" Depth Between Uprights (Working Space)
- 43" Wide Between Uprights (Working Space)
- Rugged Heavy Gauge Steel 2" X 3" Steel Tubing
- 1/2" Hardened Steel Bolts at All Connection Points
- Bar Catches and Safety Spotters Rated for: Up to 1,200 lbs.
- Triangular Gussets in Corners
- Dimensions: 65" L x 59" W x 83.2" H (Allow for Extra Width for Olympic Bar)

## WARRANTY

- RESIDENTIAL: Frame: Life / Parts: Life
- LIGHT COMMERCIAL: Frame: 10 year / Parts: 2 year / Wear Items: 6 Months



USE OPTIONAL DIP HANDLES AS KNEE HOLD DOWN



OPTIONAL DIP HANDLES ATTACHMENT



SAFETY SPOTTERS



DUAL 150LB WEIGHT STACKS - UPGRADEABLE TO 200LBS

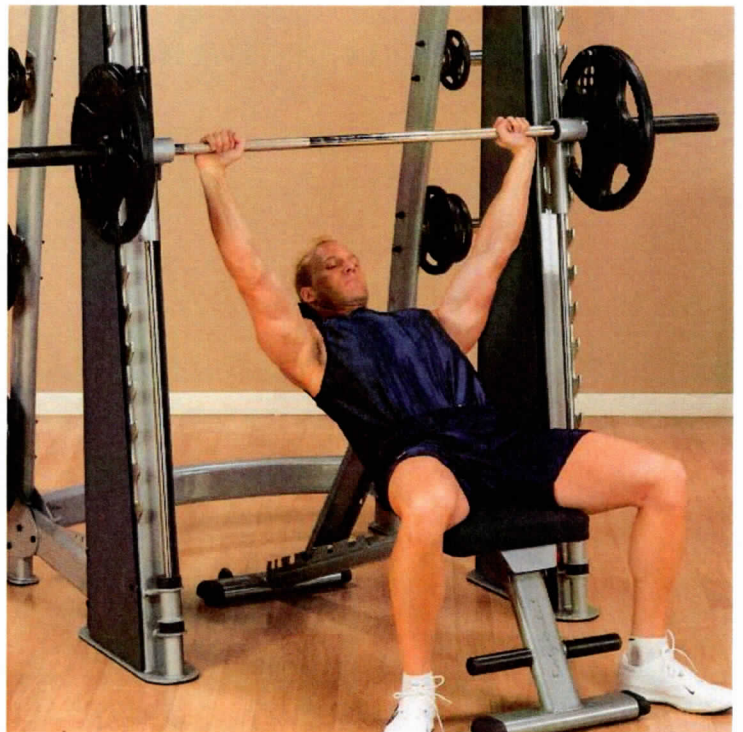


LASER ETCHED HEIGHT SETTINGS



ADJUSTABLE BAR HOOKS

Pkg B, Option 1: BodySolid SCB1000 Pro Clubline Counter Balanced Smith



**SCB1000 Counter-Balanced Smith Machine**

The Body-Solid Pro Clubline SCB1000 Counter-Balanced Smith Machine is the ideal partner for a total body workout in any space-challenged facility. Counterbalanced to a comfortable 6 pounds, the SCB1000 Counter-Balanced Smith Machine allows any size user to start with an appropriate amount of resistance, then handles up to 1,000 pounds with ease. Its reverse pitch and silky smooth vertical carriage ensure freedom of biomechanically correct movement. Oval 11-gauge steel gives the SCB1000 Counter-Balanced Smith Machine a modern look and fantastic stability. Counterbalances are aesthetically shrouded and protected by gunmetal gray shields. Case hardened rods and club-quality bearings ensure smooth performance at any weight.

**Special Features**

- Super-smooth vertical movement up and down the carriage
- Ergonomically designed oval mainframe
- 11-gauge steel
- Case hardened rods and high quality bearings ensure smooth performance at any weight
- Six Olympic weight plate storage posts

**Warranty**

**FC** Frame & Welds ..... Lifetime  
 Bushings and Hardware ..... 3 Years  
 Pad, Rollers and Grips ..... 1 Year

**LIFETIME WARRANTY** Frame & Welds ..... Lifetime  
 Bushings and Hardware ..... Lifetime  
 Pad, Rollers and Grips ..... Lifetime

Weight: 541 lbs.  
 Dimensions: 50"L x 86"W x 84"H



Pkg. A & B: BodySolid GLPH1100 Plate Loaded Leg Press/Hack Squat: space saving design with bottom loaded Carriage.



**GLPH1100**  
**Leg Press Hack Squat Machine**

Body-Solid engineers knew that the best way to build an explosive lower body, and stay that way, would be to make your workouts incredibly Powerful... Comfortable... and Safe. As you work your quads, glutes, and calves, the engineered smoothness of the Leg Press/Hack Squat Machine spares your bones and joints. Three lockout positions are under the user's control throughout the exercises and provide user safety and the option of different start/stop positions.


Olympic style plates only. Weight plates optional.


Weight: 317 lbs  
Dimensions: 53"L x 34"W x 56"H

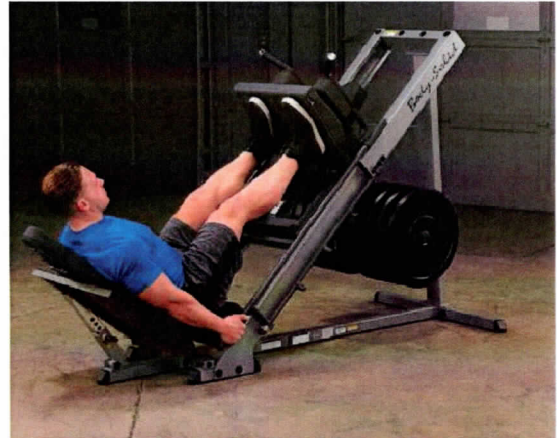
**Special Features**

- Quad track roller system operates smoothly and distributes weight evenly.
- Extra-heavy gauge Diamond Plate foot platforms for both Leg Press and Hack Squat positions.
- Easy-access under-carriage plate load system.
- Extra heavy-duty 2" x 4" 11-gauge steel mainframe
- Three lockout positions for user safety

**Warranty**

 Frame & Welds ..... Lifetime  
Bushings and Hardware ..... 3 Years  
Pads, Cables and Grips ..... 1 Year

 Frame & Welds ..... Lifetime  
Bushings and Hardware ..... Lifetime  
Pads, Cables and Grips ..... Lifetime



Pkg A & B: HOIST HD-3400 Leg Extension/Seated Leg Curl 3299.00. YOUR PRICE 2149.00



## LEG CURL / LEG EXTENSION

HD-3400



### FEATURES

- Eight back pad adjustments for varying leg lengths
- Multiple range-of-motion adjustments for both exercises
- Self-aligning roller pad automatically adjusts to reduce potential stress on the ankle joints

### SPECS

- Product Dimensions L x W x H:  
57.00" (145 cm) x 51.00" (130 cm) x 55.00" (140 cm)
- Product Weight:  
566 lbs (257 kg) (HD) / 591 lbs (268 kg) (HDG)
- Weight Stack:  
215 lbs (96 kg) (HD) / 240 lbs (109 kg) (HDG)



LEG EXTENSION

LEG CURL



Troy Barbell TSD-R, solid steel rubber encased Dumbbells 5-80 x 5 lb. Virgin Rubber, Hard Chrome Handles. 5 year structural warranty.



### Troy 12-Sided Rubber Encased Dumbbells

Category: [Home](#) > [Products By Type](#) > [Dumbbells & Barbells](#)



Item SKU: TSD-R

Handle Grip Size:

- 30mm 3lbs - 50lbs
- 32mm 55lbs - 70lbs
- 34mm 76lbs - 125lbs

Handle Length: 4.62"

Distance between heads: 5.50"

**Product Description:** These "Quiet Iron" dumbbells are Troy's best, premium grade rubber dumbbell. They are encased with high quality virgin rubber which helps to reduce noise and protect floors and equipment, while making them virtually odor free. Precision machined, graduated steel handles are coated with a hard chrome finish to resist corrosion. 12 sided, anti-roll heads are permanently affixed for safe, reliable handling. Perfect for any workout setting-from the best health club to the home.

**Suggested racks are:** DR-10, TDR-3.

**Can also be used with the following racks:** T-DR, GTDR-3, GVDR-8, GVDR-13





Troy BB DR-10 DB RACK the new set of 35 to 80 lb. x 5 lb. Dumbbells. Graduated Labeling included.

### Troy 10-Pair Dumbbell Rack

Category: [Store](#) > [Troy Barbell Products](#) > [Racks](#)



Item SKU: DR-10

Product Dimensions: LWH 98" x 25" x 31"

Product/Shipping Weight: 178 lbs

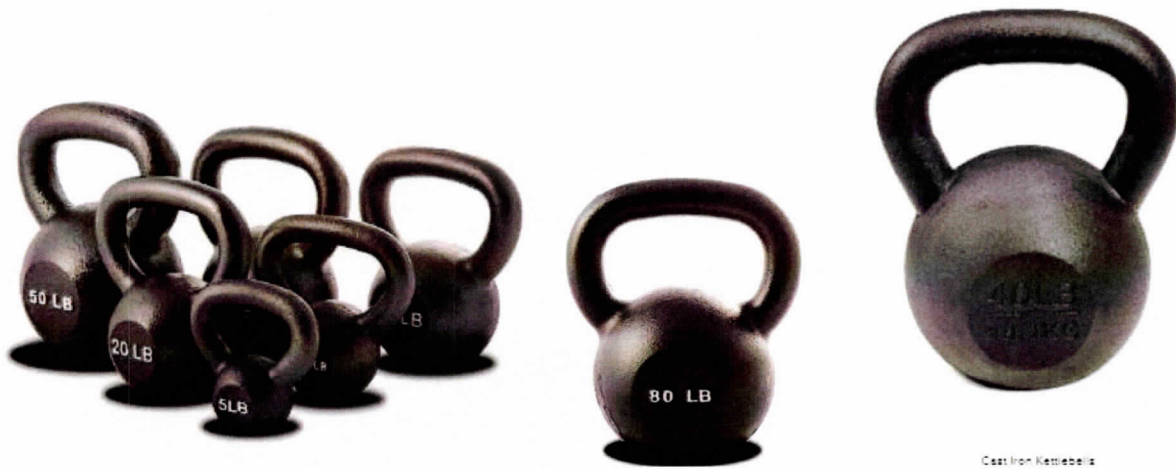
**Product Options:**

This dumbbell rack is only designed (and warranted) to hold: TSD-U, XD-U, TSD-R, PFD, HFD, and RUFD dumbbells.

Available in: No options apply

**Product Description:** This light commercial 10 pair rack has a rugged 3" x 2" frame with a scratch-resistant, powder-coated finish and anatomically angled tiers for easy access. Durable plastic saddles help protect dumbbells and reduce noise

**Pkg. A & B: YORK Barbell, BodySolid or Troy Barbell (first to ship): Solid Cast Steel Kettle Bells (first to ship): 675 lb. Set, 1 each: 10-80x 5 lb.. Kettle Bells Stored on 8' wide Annex Storage Trays between Power Racks.**



Cast Iron Kettlebells

## Description

The YORK Hercules® Kettlebells will appeal to experts and beginners alike. The product sports a rugged matte black finish and has a uniquely positioned handle for a smooth, ergonomic motion. These kettlebells are perfect for a variety of Crossfit movements including the Russian Swing, One-Armed Clean, and the Two-Armed Push Press, as well as acting as a weight aid for squats and lunges.

Material: Cast Iron

Item SKU: KB-G2

Product Dimensions:

Product/Shipping Weight: Per Order Request

Product Options:

Available in the following weights: 5lb. through 50lb. in 5lb. increments, 70lb., 80lb., 90 lb. and 100 lbs.

**Product Description:** Intended to increase strength, agility, endurance and balance, our new black cast iron kettlebells will give you a total body workout. With new dual markings for both lb and KG the new VTX Matte Black kettlebell will be a favorite for everyone. Contact your sales rep, click the Talk to Troy icon or request a quote today to learn more about the all new VTX KB.

Pkg. A & B: HOIST HF-5461-48, Three Tier Flat-tray DB/KB Rack (for existing DBs and new Kettle Bell set).

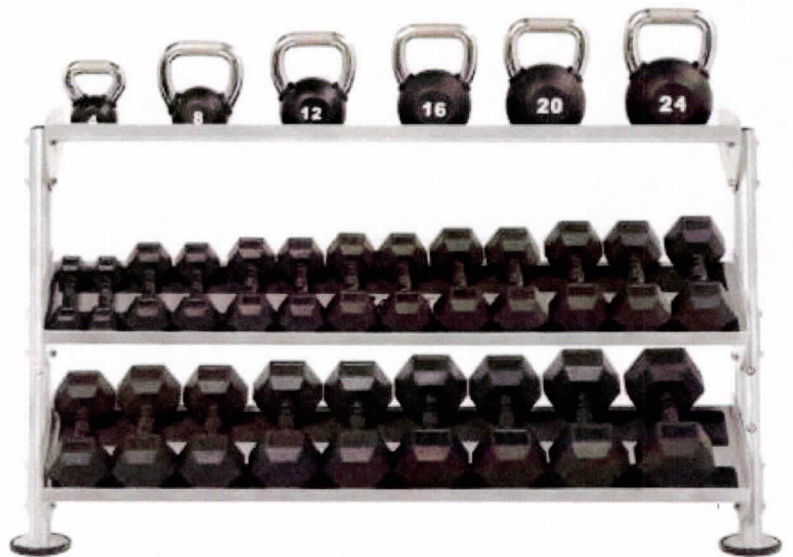
**HOIST**  
FITNESS

**60" HORIZONTAL  
DUMBBELL RACK (2-TIER)**

HF-5461-60



\*SHOWN WITH OPTIONAL 3RD-TIER (HF-5461-DPT-60)



**FEATURES**

- Non-skid surface on tiers
- 2-Tier horizontal rack
- Holds Hex dumbbells pairs
- Upgraded modern frame with oval tubing
- Non-metallic foot covers to protect flooring

**SPECS**

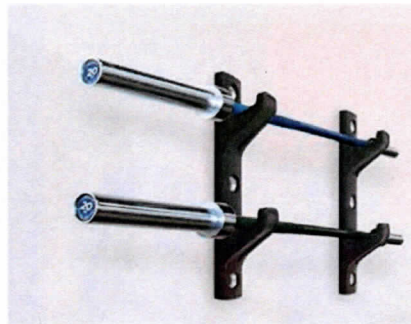
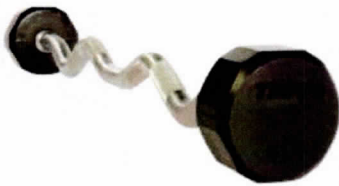
- Product Dimensions L x W x H  
67.00" (170 cm) x 24.50" (62 cm) x 36.00" (91 cm)
- Product Weight  
115 lbs (52 kg)
- Max Storage  
600 lbs (272 kg) / Tier



Pkg A & B: Set **Troy Barbell Fixed EZ-CURL Bars 20-110 lb. x 10 lb.** With limited floor space, quoting a "wall-mounted" Fixed Bar Rack setup. 5 Pairs the Bar-brackets will Rack 10 Fixed Bars. Bar-brackets will be mounted to cinder block wall on "angle cut" wood posts to accommodate the heavier Fixed-bars and provide ergonomic Racking (included in the quoted installation cost).

### TROY Rubber Curl Barbells

Category: [Barbells](#) > [Product By Type](#) > [Dumbbells](#) > [Barbells](#)



Roll over image to zoom in



#### LIMITED STOCK AVAILABLE

- 110lb (TZB-110R)

Item SKU: TZB-R

Inside Distance between heads: 32.01"

Barbell Grip Size: 30mm

#### Product Options:

Available in: Straight bars or curl bars, 20-110 lbs. in 10 lb. increments Sold in sets or loose.

Product Description: Our 12-side, Rubber-Encased Solid Curl Barbell with hard chrome steel bar

Pkg A & B: Troy Barbell VTX Rubber Encased 3-Grip Olympic Plates. Two 345 lb sets (4-45s, 4-25s, 4-10s, 4-5s, 2-2.5s).  
 One Troy Barbell GOPT Vertical Olympic Plate Rack w/2 Bar holder (to feed BodyCraft RFT-F438 Power Rack AND Plate Loaded Leg Press.

Material: Rubber



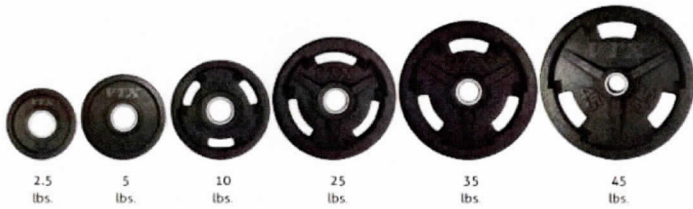
Item SKU: GO-VR

Product Dimensions:

Product/Shipping Weight: Per Order Request

Product Options:

Available in half sizes: 2.5, 5, 10, 25, 35, & 45. Sizes 2.5, 5 and 100 have no grips. Black only.



VTX Rubber-Grip Plate



Vertical Olympic Bumper Plate and Bar Rack

Product Description: Affordable quality! Our VTX high grade, wide flanged, "quiet iron" rubber encased Olympic grip plates feature 3 slotted gripping areas (45lb, 35lb, 25lb and 10lb only) that actually raise them off of the ground, providing easier lifting and loading from a prone or angled position. The durable rubber coating protects the plates, floors and other equipment from damage.

Raised reinforcements on both sides of each grip slot help make it a true institutional plate and the choice of trainers, world wide. A new steel center bore insert provides a snugger fit on most 2" Olympic bars.

Pkg A & B: TROY Barbell GOB-1200 hi-strength Olympic Bar.  
BodySolid Metal Muscle Clam Collars.



PSI 140,000 PSI 32mm Grip Cr Hard Chrome

Item SKU GOB-1200

Bar Dims  
Overall Length - 68"  
Inside Shaft Length - 51.0"  
Loadable Sleeve Length - 18.0"  
Shaft Diameter - 32mm

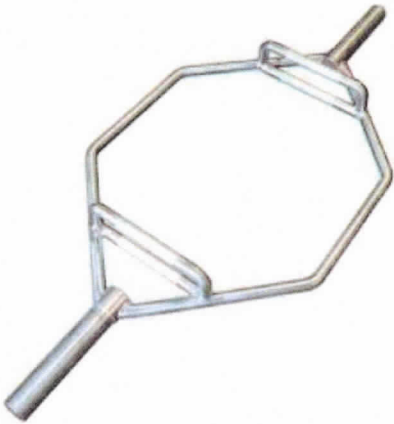
Specs/Features  
Make - International  
Tensile Strength - 140,000 PSI  
Shaft & Sleeve Finish - Hard Chrome  
Knurling - Light  
Bushings - Bronze  
Sleeves Attached - Dual Snap Ring  
Center Knurling - NONE  
Weight - 44lbs (20 kilos)

Product Description: Our best "international" "beats" bar has a large 32 mm shaft, giving it a tensile strength equal to that of a much more expensive power bar. Bronze bushings allow it to spin freely, making it ideal for Olympic lifts such as dead lifts, cleans and snatches. Each end is secured by dual snap rings, a feature often found on the highest performing Olympic bars. The entire bar (sleeves included) is coated with a hard chrome, flake free finish.





Wright-Equipment or BodySolid Deadlift-Trap Bar. (Fist to ship)



### Olympic Shrug Bar (Raised Handles)

Body-Solid's new OTB50RH Olympic Shrug Bar features innovative raised handles allowing for easier and safer workouts. The raised handles on the OTB50RH not only make this shrug bar easier to lift from the ground but also reduces strain and tension on your hands and back while performing squats, deadlifts, shrugs and more.

Model: OTB50RH

REQUEST A QUOTE

One of the best innovations to strength training around the Hex Bar (sometimes called a Trap Bar) has become an awesome addition to the weight room as it offers a more friendly way to perform deadlift motions at heavy weights than that of the traditional straight bar deadlift. Using the Hex Bar will allow the athlete to avoid stress on the lower spine while deadlifting. The grip area on the Wright Hex Bar is knurled like other Wright Barbells. With a 750 lb weight capacity and 2" diameter sleeves.

#### SPEDS

- Uses Hex Deadlift
- Length: 60"
- Width: 22"
- Capacity: Weight: 750 Lbs
- Use: Commercial or Home Use
- Bar Weight: 45 lbs
- Loadable Sleeve Length: 12 inches
- Shipping Dimensions: 60" x 30" x 3"

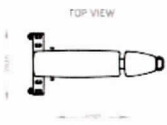
TORQUE XFIB flat to incline Bench (frame & pad colors as shown) 695.00. YOUR PRICE 449.00.

**X-SERIES**

**FLAT-INCLINE BENCH**



Model number	XFIB
Footprint (L x W x H)	59.1" x 27.0" x 18.0" (150 cm x 69 cm x 46 cm)
Weight	105 lbs (47.6 kg)
Warranty	10 year frame and welds/1 year parts and finish



**TORQUE**  
FITNESS

SportsArt T635A, heavy commercial Treadmill. Warrant: 5 years all parts including deck & belt, 3 years all labor.

**SportsArt**

## T635A TREADMILL

SportsArt Foundation Series light commercial and residential cardio line continues to set industry standards in both unique design and biomechanical excellence. Our industrial-quality manufacturing provides dependability and functionality year after year.

### KEY FEATURES

- MyFlex Plus™ deck cushioning provides 30% more shock absorption and carries a lifetime warranty
- Contact heart rate standard & wireless Polar® HR receiver built-in
- Large 61 x 22 in. belt provides ample running space and is constructed from carbon-weave, low friction material that is resistant to static build-up



TECHNICAL DETAILS	
Unit Weight	328 lbs / 147 kg
Dimensions (LxWxH)	62.5 x 28.6 x 56.7 in / 212 x 98 x 144 cm
Running Area (LxW)	61 x 22 in / 155 x 55.9 cm
Speed Range	0.3-12 mph / 0.48-19.3 kph
Incline Range	0-15%
Drive Motor	4.0 HP AC
Power Requirements	15A / 120V / 60Hz - Dedicated Circuit
Plug Requirements	NEMA / 5-15P
Max User Weight	400 lbs / 181.4 kg
Step Up Height	7.5 in / 19 cm
Readouts	Speed, Time, Incline, CAL/HR, Distance, Calories, Pace, ActivZone, METs, Heart Rate
Workout Programs	Manual, Random, Interval (1-1, 1-2, 2-2), Glide (30, 45), Hill(s), Track, Track SA, Track 10L, Fat Burn, Fitness Test (Bruce, Gerkin, WFL, APFT, Air Force, Marines, Navy), HRC (WT Loss, Cardio, Zone Trainer)
Features	CSAFE port Headphone jack with built-in volume control (x2) USB port for device charging (x2) Cardio Advisor displays ECO-Glide auto lubrication system
Optional Features	iPod & iPhone 30-pin connector SA Well™ workout tracking function MYE 900MHz semi-integrated receiver 3-speed fan Medical handrails

WARRANTY	
Type	Light Commercial 4 Year
Frame	Lifetime
MyFlex Plus™	Lifetime
Parts	5 Years*
Wear Items	5 Years*
Labor	3 Years*
High Wear Items	90 days, no labor



### TRI-COLOR LED FEATURES

- Easy to read tri-colour LED display
- Feedback window offers a quick look at Calories, Distance, Time, Pace, Mets and more
- Cardio Advisor shows heart rate and optimal heart rate for weight loss and cardio training zones
- 10 Integrated Quick Start keys help get your workout started faster





**OCTANE RO. 3 years all parts\* including wear-items (pedals, grips, key-pad) 1 year all labor. \*Multi-Grip Handlebar. Superior Quick-Release Foot Straps. 2500 lb rated "ROPE" handle bar vs. chain and fabric belts used by others (allows diagonal Rowing motions)**



## ROWING REDEFINED

### OCTANE ADVANTAGES

- Quick-release foot strap
- Dual resistance – fan and magnetic brake
- MultiGrip™ handlebar
- Enhanced console featuring a calorie counter
- Comfort seat
- Inverted handlebar catch
- Small footprint



### QUICK-RELEASE FOOT STRAP

This patent-pending design enables exercisers to quickly insert their feet and pull up on the handle for a secure fit. A simple push of a button releases the strap for an easy exit.



### DUAL RESISTANCE

Combined fan and magnetic brake resistance provides a broader range of intensity levels to accommodate everything from easy rows to grueling HIIT sessions.



### MULTIGRIP HANDLEBAR

Multiple hand positions facilitate greater comfort, variety and more activation of chest, back and arm muscles.



### ENHANCED CONSOLE

This 7" backlit LCD monitor features a dynamic calorie meter, plus real-time performance metrics, to motivate exercisers to work hard.

## Octane Ro Specifications • Standard □ Optional

KEY MECHANICAL FEATURES		PRESET PROGRAMS	
High-velocity fan	•	Quick Start	•
Dual resistance	Fan and magnetic brake	Max 14 Interval	•
Quick-release foot straps	•	Interval	•
MultiGrip™ handle	•	Calorie Goal	•
Handlebar docking station	•	Distance goal	•
Handlebar strap	Belt	Max CBCUT	•
Transport wheels	•	<b>PRODUCT SPECIFICATIONS</b>	
Mobile device placement options	•	Max user weight	350 lbs (160 kg)
Compact design	Tilt up	Footprint (L x W x H)	34" x 24" x 47" (239 cm x 61 cm x 118 cm)
Storage	•	Product weight	129 lbs (58 kg)
<b>ELECTRONIC FEATURES</b>		Seat height	17" (43 cm)
Display type	7" backlit LCD	Rail length	53" (135 cm)
Calorie burn meter	•	Storage height	33" (238 cm)
Resistance levels	10	Shipping dimensions	53" x 34" x 19" (135 cm x 88 cm x 48 cm)
Wireless heart rate compatible (ANT+™ and Polar™)	•	Shipping weight	150 Lbs (68 kg)
Bluetooth™ compatible	•	<b>WARRANTY*</b>	
Power requirement	Generator-powered	Frame	10 years
<b>CONSOLE OPTIONS</b>		Parts	3 years
Standart	•	Labor	1 year
<b>WORKOUTS</b>			
Number of programs	6		

Labor 3 years

OCTANE XT4700, adjustable "smart-stride" that feels like running with out the impact. Warranty: 3 years all parts, 2 years all labor.

**XT4700**

**ADJUSTABLE STRIDE FROM 20"-28"**

**OCTANE ADVANTAGES**

- Electronically adjustable stride
- SmartStride™ technology
- Close pedal spacing
- Low start up height
- Advanced training – 30:30 and 90A
- CROSS CIRCUIT™ compatible

**SMARTSTRIDE**  
Automatically adjusts stride length from 20"–28" according to users' pace to align them properly for walking, jogging and running.

**UPPER BODY EXERCISES**  
Patented MultiGrip™ and Converging Path™ handrails engage the upper body and custom-fit exercisers.

**REAL RUNNING MOTION**  
Delivers supremely comfortable natural movement and flow, both forward and backward.

**SMALL FOOTPRINT DESIGN**  
Fits conveniently in small spaces.

**XT4700 SPECIFICATIONS**

KEY MECHANICAL FEATURES	PRESET RESISTANCE PROGRAMS
Adjustable stride lengths	Manual
Electronically adjustable stride	Random
Quiet motor	Interval
Close pedal spacing	Distance goal
Low step-up height	Cadence goal
Control track and rollers	
MultiGrip™ and Converging Path™ handrails	
Moving handrails lock-out option	
CROSS CIRCUIT™ compatible	
Side step-up tray	
Phone holder	
Water bottle holder	
Tablet/reading rack*	
Transport wheels	
ELECTRONIC FEATURES	ADVANCED PROGRAMS
SmartStride™ technology	CROSS CIRCUIT™ Solo
Resistance levels	CROSS CIRCUIT™ Group
Dual Start™ mode, Inc. Rest	CROSS CIRCUIT™ Total-body Blast™
Digital contact heart rate on moving handrails	CROSS CIRCUIT™ Lower-body Blast™
Fingerprint controls on moving handrails	CROSS CIRCUIT™ Upper-body Blast™
Watches heart rate manually (with "w/HR")	CROSS CIRCUIT™ Core™
Control fan (3 speeds)	30:30 Interval
Self-powered manual console only	MMIA
Mobile device charging via USB port	Constant Watts
Replaceable headphone jack	Custom ICE™
CSAFE™	
CONSOLE OPTIONS	STRIDE LENGTH PROGRAMS
Smart (eq. 30)	PowerWalk
Standard (eq. 30)	Stride Interval
	Dual Direction
ENTERTAINMENT OPTIONS	WORKOUT BOOSTERS
Personal Viewing Screen (eq. 32)	SmartStride™
Wireless 300 MHz (eq. 32)	X-Moto™
	AutoDirector
WORKOUTS	PRODUCT SPECIFICATIONS
Number of programs	Max user weight
	400 lbs (181 kg)
	Footprint (W x L)
	27" x 27"
	Footprint - Box area (W x L)
	37" x 37"
	Product weight
	38 lbs (17 kg)
	Footprint with CROSS CIRCUIT™ stands (W x L)
	37" x 37"
	Weight with CROSS CIRCUIT™ stands
	45 lbs (20 kg)
HEART RATE-CONTROLLED PROGRAMS	WARRANTY
Heart Rate Fat Burn	Frame
Heart Rate Interval	Parts
	Labor

CROSS TRAINING

## Donation Application Form Attachment A

Thank you for your interest in donating to the City of Grosse Pointe Park. Your gift or donation will be considered by the City Manager or City Council after this form is filled out and a Staff report is completed. All donations shall become the sole property of the City and the City has no duty to return the donations unless provided for in an agreement. All donations are also subject to the Gift and Donation Acceptance Policy adopted by the City.

1. Name, Address and Phone Number of Donor: Grosse Pointe Park Foundation

2. Description of Gift or Donation: Gym Equipment for Public Safety Officers

3. Value of the Gift or Donation (market value): \$ 50,000

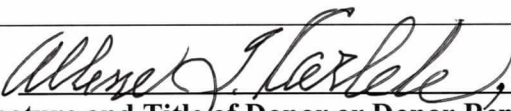
4. What is the intended purpose or use for this gift or donation? For the purpose of the public safety officers to work out regularly, much of the equipment now is second hand or beyond repair.

5. If applicable, what are the projected yearly maintenance and operational costs associated with this gift or donation? (City Review) \$ 3-5 Year warranty

6. Do you have or are currently seeking to establish a contractual relationship with the City of Grosse Pointe Park? If so, please disclose the nature of the contractual relationship:  
Not Applicable

9/17/2021

Date:

  
Signature and Title of Donor or Donor Representative

---

Internal City of Grosse Pointe Park use only

Date application was received: \_\_\_\_\_  
Date

This application is: Accepted by the City of Grosse Pointe Park on \_\_\_\_\_

Rejected by the City of Grosse Pointe Park on \_\_\_\_\_

\_\_\_\_\_  
City Manager Signature/Date





## memorandum

**Date:** September 21, 2021

**To:** Nick Sizeland, City Manager

**cc:** File

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

**Re:** Monthly Progress Report

OHM and City Staff have made continued progress several efforts relative to sanitary sewer system improvements. This memorandum provides an update on progress since the August 23, 2021 Council Meeting.

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

As noted in the individual Council Item, bids were received for the comprehensive condition assessment of the entire Grosse Pointe Park Sanitary Sewer system. Pending approval from Council, the contractor will be issued a notice of award which includes a directive to provide partially executed contract documents within fourteen business days. Upon receipt and signature, the Contractor will be authorized to begin work by mid-October.

The City and OHM will work with the contractor to develop a schedule for the work as well as standard procedures to notifications, entering rear yard areas and managing resident concerns. It is envisioned that OHM will develop branded flyers to help ensure that residents understand the necessity of the inspection work and also that they are made aware of potential impacts from sewer cleaning activities.

### **COORDINATION WITH AGENCIES**

The City of Grosse Pointe Park has reached out to several entities to coordinate information gathering and collaboration.

- Wayne County Drain Commission: Wayne County has processed the initial FOIA request for documentation.
- Detroit Water and Sewerage Department: Information is still outstanding for DWSD owned assets
- Great Lakes Water Authority: A meeting is set for 9/27 between GLWA and shoreline communities. The meeting is intended to help peer communities share about ongoing efforts and identify potential synergies between amongst communities
- EGLE: The City received affirmation that the proposed sewer program work detailed within the August presentation is acceptable.
- Grosse Pointe Public School System: The City is awaiting information from GPSS regarding district owned facilities within the City.



## DOWNSPOUT DISCONNECTIONS

With the recent adoption of updates to the downspout ordinance, the City of Grosse Pointe Park will place elevated importance on the identification of direct runoff sources to the sanitary sewer system. Among these is the elimination of remaining downspout connections and drains within the city wherever feasible. To assist in this effort, the City DPW will develop a program to perform site visits to homes to help identify connected infrastructure. This program will be similar in nature to efforts in 2019 to identify lead water services within the community.

As part of DPW's outreach, a flyer has been developed to help residents identify the materials and steps necessary to properly disconnect and divert a downspout from a home's foundation drain. DPW can also provide residents with possible contractors to assist.

## MODEL DEVELOPMENT

OHM has initiated a model development that includes digitizing paper records to depict sewer depths across the City. As this work has progressed, OHM has identified points of additional field investigations to help ensure that model data is representative of field conditions. As manhole evaluations are completed by the selected CCTV vendor, additional information on pipe elevations will be obtained to help perform a uniform update of the City's sewer GIS dataset.

## FLOW METERING

OHM has performed site visits to several locations within the City to identify favorable locations for flow metering equipment. The locations are generally focused along Jefferson Avenue at this point which will be to assist in calibration of the major interceptor sewers to increase the level of confidence when comparing the projected hydraulic grade line (elevation of sewage) for various storm events. At this time, OHM is recommending that the City move forward with a rental program for the flow meters. The benefit of this is that meters can be more easily added and removed from the system based on the data needs for the sewer model.

OHM anticipates issuing bidding documents for meter procurement in early October with public bids being received in advance of the October Council meeting. A recommendation for award will be provided at the next Council meeting.

## COMMUNICATION PLAN

With field work advancing, there will be a need to initiate communication with residents on the potential impacts of sewer televising. This will be the first of several instances where residents will be engaged with. OHM is developing a communication plan which will be used to identify the suggested forms of contact and audience. An example of anticipated methods is provided in the table below. The City and OHM will also develop a City web page to host information.

Phase	Event/Communication	Outreach Method	Distribution	Frequency
Evaluation	Sewer CCTV Survey	Door Hangers	Household	Weekly
Evaluation	Manhole Inspections	Door Hangers	Household	Weekly
Evaluation	As Needed Sewer Repairs	Door Hangers	Household	As-Needed
Level of Service	Outreach and Information Gathering	Web Based/Paper Survey	Citywide	Event Based
Level of Service	Community Workshop	Letters/Social Media/Newsletters	Citywide	Event Based
Options Evaluation	Stakeholder Workshop	Direct Invites	Household	Event Based
Options Evaluation	Outreach and Information Presentation	Web Based/Paper Survey	Citywide	Event Based
General	Program Updates	Letters/Social Media/Newsletters	Citywide	Ongoing
General	How to: Downspout Disconnection	Infographics / Flyers	Website	Ongoing
General	How to: Reducing Impacts from Impervious	Infographics / Flyers	Website	Ongoing



## **LOOK AHEAD**

Within the next month, we anticipate the following items will be completed:

- Hold a preconstruction meeting and initiate CCTV Sewer and Manhole inspections. (Locations TBD)
- Issue a flow metering bid document and develop a recommendation for award letter for Council.
- Initiate a downspout disconnection field effort to work with residents to identify downspout connections.



# DRAFT

## CITY OF GROSSE POINTE PARK

# RESIDENTIAL DOWNSPOUT DISCONNECTION

### WHAT IS DOWNSPOUT DISCONNECTION?

Downspout disconnection is the practice of disconnecting the downspout from a pipe or paved area to redirect water from rain and snow melt to areas where it can soak into the ground. The water from rain and snowmelt can overwhelm the sewer pipes, often leading to street flooding, basement backups, and sewage overflows directly into our neighboring water-ways. Disconnecting downspouts helps to reduce runoff and ultimately lessen the stress on the sewer system.



### WHAT YOU NEED TO KNOW

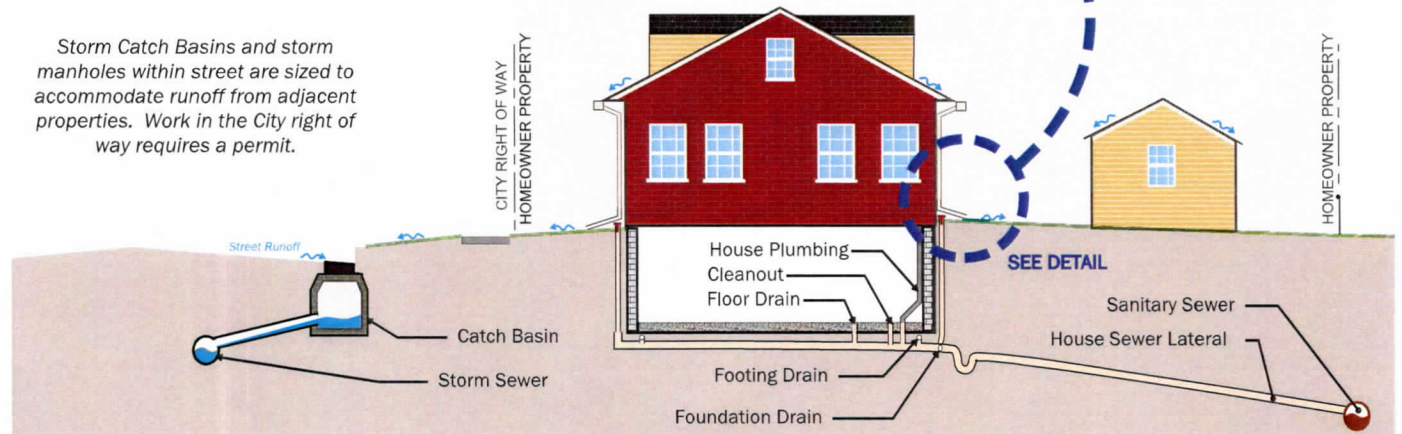
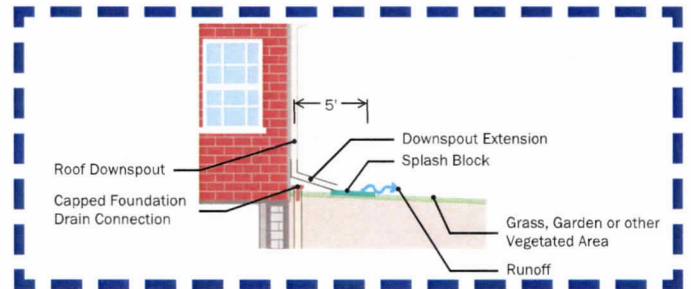
All residential downspouts connected to the City of Grosse Pointe Park Sanitary Sewer System must be disconnected and routed to pervious areas whenever possible.

Downspouts should direct water away from buildings and adjacent property, with discharge points located five feet from the buildings.

Residents are encouraged to use rain barrels, rain gardens and other green infrastructure to help infiltrate runoff.

Contact the City of Grosse Pointe Park DPW at (313) 822-5100 for assistance in evaluating downspouts and identifying possible areas to divert runoff.

### DOWNSPOUT DISCONNECTION DETAIL





# DRAFT












## CITY OF GROSSE POINTE PARK

# RESIDENTIAL DOWNSPOUT DISCONNECTION

### RECOMMENDED STEPS TO DISCONNECT YOUR DOWNSPOUT

- 1 Contact the City Building Department about completing a building permit.
- 2 Locate the connection between the downspout and the storm drain and measure 9 inches from where the downspout enters the storm drain pipe.
- 3 Cut the downspout with the hacksaw where it was measure and right above where the downspout enters the pipe.
- 4 **For Bell Shape Pipe:** cut a 1 foot by 1 foot amount of chicken wire and form it into a cup shape. Place it into the pipe just below the bell. Add crumpled newspaper on top of the mesh (to help ensure the concrete does not leak down into the sewer). Mix the concrete according to directions and add concrete until it is flush with top of bell.
- 5 **For Straight Pipe:** Cap the sewer pipe to prevent water from entering. A rubber cap secured by a hose clamp may be used. Use screwdriver or ratchet to tighten the cap until it is secure.
- 6 Insert the downspout into the elbow. If necessary, crimp the end of the downspout with a pair of pliers to get a good fit. Secure downspout with a screw or rivet.
- 7 A 5-foot downspout extension is recommended to carry stormwater away from foundations, sidewalks, and driveways. It is critical to ensure that the disconnected downspout does not cause a hazard or nuisance to neighboring properties.

### MATERIALS NEEDED FOR DISCONNECTING DOWNSPOUTS

-  Work Gloves
-  Eye Protection
-  Dust Mask
-  Hacksaw
-  Measuring Tape
-  Marker
-  Pliers
-  Screwdriver
-  Downspout elbow and extension
-  Rubber cap with hose clamp
-  Concrete, chicken wire, newspaper, and a bucket

### ADDITIONAL RESOURCES

Scan Here!

[City of Grosse Pointe Park Permits](#)



[Detroit Water and Sewage Department](#)



[United States Environmental Protection Agency \(EPA\)](#)





September 20, 2021

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

Attention: Nick Sizeland  
City Manager

Regarding: Sanitary Sewer Televising and Cleaning  
Recommendation Letter  
OHM Job No.: 7508-21-0020

Dear Ms. Sizeland:

Bids for the Sanitary Sewer Televising and Cleaning project were received, opened and read aloud at 2:00 PM on Tuesday, September 14, 2021 at the City of Grosse Pointe Park offices. Bids were received from five (5) bidders, with the base bid pricing ranging from \$883,077.37 to \$2,065,536.75, as shown on the attached tabulation. The tabulation also includes pricing for a bid alternative using multi-sensor inspections (MSI) which utilize Sonar and laser scanning in addition to television inspections. The low bid was received Pipetek Infrastructure Services (Pipetek) located at 12119 Levan Road, Livonia, MI 48150 in the amount of \$883,077.37.

## **BID ALTERNATIVE**

As noted, an alternative was included within the bidding documents for multi-sensor inspections of pipes greater than 48 inches in diameter. These items were included on the bid form to obtain pricing for inspection of larger diameter sewer in the event that conventional CCTV survey is not feasible due to high water. The MSI technology uses an sonar and laser scanning in addition to television inspections to capture pipe wall conditions, levels of sedimentation, shape and geometry. OHM anticipates that these items can be added to the Contract if field conditions warrant use. If this becomes necessary and the total contract value requires adjustment, a memorandum summarizing the need will be presented to Council prior to Contractor authorization.

## **REFERENCE REVIEW**

City Staff and OHM have contacted several of the Contractor's project references. OHM is also currently working with Pipetek on multiple projects within Southeast Michigan. The experiences of the contacted references and those of our own were generally favorable confirming that the Contractor was organized and capable. Based on the information submitted in their bid and their references, it is felt that Pipetek is capable of performing the work in accordance with the contract documents.

## **CONTRACTOR DISCUSSION**

After review of the tabulation and references, OHM contacted Pipetek to confirm the Contractor's schedule and ability to deploy multisensory technology if deemed necessary during field work. As part of this discussion, OHM gained additional information on the contractor's intended approach to the work.





- Rear yard sewers: Pipetek will complete inspections for all rear yard sewers and manholes and has smaller equipment to complete the work. They will also perform as-needed manhole adjustments to locate buried manholes. A separate crew will be responsible for manhole inspections.
- Large diameter sewer and MSI Alternate: Pipetek intends to physically walk larger diameter sewers or will utilize a raft. The Contractor stated that MSI could be deployed if the initial inspections did not yield sufficient information due to excessive sedimentation or high water.
- Availability and Project Management: Pipetek stated that they are available to start work as soon as possible. Pipetek's identified project manager for this effort is also a resident of Grosse Pointe Park.

## RECOMMENDATION

It is recommended that the Sanitary Sewer Televising and Cleaning contract be awarded to Pipetek Infrastructure Services, in the amount representing the total of the selected categories designated by Council.

Should there be any questions, please contact this office at (313) 481-1252.

Sincerely,  
**OHM Advisors, Inc.**

A handwritten signature in black ink that reads "Patrick M. Droze". The signature is written in a cursive style and is positioned above a horizontal line.

Patrick M. Droze, P.E.  
Principal

encl: Bid Tabulation

cc: Patrick Thomas, Department of Public Works Supervisor  
Steve Siklich, P.E., OHM  
Pipetek Infrastructure Services (Pipetek) located at 12119 Levan Road, Livonia, MI 48150  
File

Tabulation of Bids Received on  
**Sanitary Sewer Telemetry and Cleaning**  
 City of Chippewa Plover, Plover County, WI  
 OHM Job No.: 7508-21-0020

Pepco Infrastructure Services  
 12119 Loran Road  
 Lovens, MI 48150

Dutch Environmental Services  
 21221 Mullin Ave  
 Warren, MI 48099

D.V.M. Utilities, Inc.  
 6045 Sims Road, Suite 2  
 Sterling Heights, MI 48313

Inland Waters Pollution Control, Inc.  
 4096 Michigan Avenue  
 Detroit, MI 48210

National Power Rodding Corp.  
 2500 W. Ardmore St  
 Chicago, IL 60612

Item No.	Description	Estimated Quantity	Phone: (734) 921-3054		Phone: (586) 755-2990		Phone: (586) 979-0402		Phone: (313) 899-3014		Phone: (312) 666-7700	
			Unit	Price	Amount	Unit	Price	Amount	Unit	Price	Amount	Unit
1)	BASE BID: Telemetry and Cleaning											
2)	Mobilization, Max. 5%	1 LS	\$42,000.00	\$42,000.00	\$45,000.00	\$45,000.00	\$66,500.00	\$66,500.00	\$70,000.00	\$70,000.00	\$75,000.00	\$75,000.00
3)	Traffic and Maintenance and Control	1 LS	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$25,000.00	\$25,000.00
4)	Sanitary Sewer Video Inspection, 6-12 inch	49384 LF	\$1.00	\$49,384.00	\$1.75	\$86,422.20	\$1.10	\$54,322.40	\$2.00	\$98,768.00	\$2.50	\$111,114.00
5)	Sanitary Sewer Video Inspection, 15-22 inch	47097 LF	\$1.25	\$58,871.25	\$2.00	\$94,194.00	\$1.40	\$66,535.80	\$2.50	\$119,292.50	\$3.00	\$141,570.00
6)	Sanitary Sewer Video Inspection, 24-30 inch	32330 LF	\$1.25	\$40,412.50	\$2.00	\$64,660.00	\$1.40	\$45,262.00	\$2.50	\$80,825.00	\$3.00	\$96,990.00
7)	Sanitary Sewer Video Inspection, 36-48 inch	4830 LF	\$1.25	\$6,037.50	\$2.00	\$9,660.00	\$1.40	\$6,748.00	\$2.50	\$14,460.00	\$3.00	\$34,100.00
8)	Sanitary Sewer Video Inspection, 42-48 inch	2622 LF	\$1.25	\$3,277.50	\$2.00	\$5,244.00	\$1.40	\$3,673.20	\$2.50	\$6,559.50	\$3.00	\$13,119.00
9)	Sanitary Sewer Video Inspection, 78-84 inch	5178 LF	\$1.90	\$9,838.20	\$3.00	\$15,534.00	\$1.50	\$7,767.00	\$2.50	\$12,945.00	\$3.00	\$15,534.00
10)	Sanitary Sewer Video Inspection, 102-126 inch	5032 LF	\$1.90	\$9,550.80	\$3.00	\$15,156.00	\$1.50	\$7,548.00	\$2.50	\$12,615.00	\$3.00	\$15,156.00
11)	Sanitary Sewer Video Inspection, 162-180 inch	4818 LF	\$1.90	\$9,154.20	\$3.00	\$14,448.00	\$1.50	\$7,224.00	\$2.50	\$12,120.00	\$3.00	\$14,448.00
12)	Sanitary Sewer Video Inspection, Rear Yard, 6-12 inch	253 LF	\$1.90	\$480.70	\$3.00	\$765.90	\$1.50	\$379.50	\$2.50	\$624.75	\$3.00	\$759.00
13)	Sanitary Sewer Video Inspection, Rear Yard, 15-22 inch	16518 LF	\$1.90	\$31,384.20	\$3.00	\$49,554.00	\$1.50	\$24,777.00	\$2.50	\$41,295.00	\$3.00	\$49,554.00
14)	Sanitary Sewer Video Inspection, Rear Yard, 24-30 inch	44803 LF	\$1.94	\$86,923.82	\$3.00	\$134,409.00	\$1.50	\$66,202.50	\$2.50	\$112,002.50	\$3.00	\$134,409.00
15)	Sanitary Sewer Video Inspection, Rear Yard, 36-48 inch	13170 LF	\$1.94	\$25,730.80	\$3.00	\$39,510.00	\$1.50	\$19,755.00	\$2.50	\$32,925.00	\$3.00	\$39,510.00
16)	Sanitary Sewer Video Inspection, Rear Yard, 42-48 inch	4232 LF	\$1.44	\$6,094.08	\$2.00	\$8,464.00	\$1.50	\$6,348.00	\$2.50	\$10,580.00	\$3.00	\$12,696.00
17)	Sanitary Sewer Video Inspection, Rear Yard, 162-180 inch	2888 LF	\$2.00	\$5,776.00	\$3.00	\$8,664.00	\$1.50	\$4,332.00	\$2.50	\$7,224.00	\$3.00	\$8,664.00
18)	Sanitary Sewer Cleaning, 6-12 inch	32900 LF	\$1.00	\$32,900.00	\$1.50	\$49,350.00	\$1.40	\$46,060.00	\$3.00	\$98,700.00	\$1.00	\$32,900.00
19)	Sanitary Sewer Cleaning, 15-22 inch	66000 LF	\$1.26	\$83,916.00	\$1.50	\$99,000.00	\$1.50	\$99,000.00	\$3.00	\$198,000.00	\$1.00	\$66,000.00
20)	Sanitary Sewer Cleaning, 24-30 inch	36500 LF	\$1.26	\$45,990.00	\$1.50	\$54,750.00	\$1.50	\$54,750.00	\$3.00	\$109,500.00	\$1.00	\$36,500.00
21)	Sanitary Sewer Cleaning, 36-48 inch	6788 LF	\$1.30	\$8,824.40	\$2.00	\$13,576.00	\$1.50	\$10,182.00	\$3.00	\$20,364.00	\$1.00	\$6,788.00
22)	Sanitary Sewer Heavy Cleaning, 6-12 inch	4130 LF	\$1.30	\$5,369.40	\$2.00	\$8,260.00	\$1.50	\$6,195.00	\$3.00	\$12,390.00	\$1.00	\$4,130.00
23)	Sanitary Sewer Heavy Cleaning, 15-22 inch	33000 LF	\$1.30	\$42,900.00	\$1.50	\$49,500.00	\$1.50	\$49,500.00	\$3.00	\$99,000.00	\$1.00	\$33,000.00
24)	Sanitary Sewer Heavy Cleaning, 24-30 inch	36500 LF	\$1.30	\$47,450.00	\$1.50	\$54,750.00	\$1.50	\$54,750.00	\$3.00	\$109,500.00	\$1.00	\$36,500.00
25)	Sanitary Sewer Heavy Cleaning, 36-48 inch	10000 LF	\$1.30	\$13,000.00	\$2.00	\$20,000.00	\$1.50	\$15,000.00	\$3.00	\$30,000.00	\$1.00	\$10,000.00
26)	Sanitary Sewer Heavy Cleaning, 42-48 inch	2295 LF	\$1.50	\$3,442.50	\$2.00	\$4,590.00	\$1.50	\$3,442.50	\$3.00	\$6,885.00	\$1.00	\$2,295.00
27)	Sanitary Sewer Heavy Cleaning, 42-48 inch	1377 LF	\$1.50	\$2,065.50	\$2.00	\$2,754.00	\$1.50	\$2,065.50	\$3.00	\$4,131.00	\$1.00	\$1,377.00
28)	Material Disposal	500 CYD	\$125.00	\$62,500.00	\$50.00	\$25,000.00	\$55.00	\$27,500.00	\$75.00	\$37,500.00	\$80.00	\$40,000.00
29)	Sanitary MH Inspection, MACT Level 2	680 EA	\$125.00	\$85,000.00	\$150.00	\$102,000.00	\$180.00	\$122,400.00	\$175.00	\$119,250.00	\$300.00	\$204,000.00
30)	Sanitary Manhole, Locate & Adjust Cover	50 EA	\$500.00	\$25,000.00	\$100.00	\$5,000.00	\$825.00	\$41,250.00	\$3,500.00	\$175,000.00	\$500.00	\$25,000.00
31)	Final Deliverables	1 LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$550.00	\$550.00	\$75,000.00	\$75,000.00	\$25,000.00	\$25,000.00
32)	Bypass Pumping Allowance	1 Dollars	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
33)	Contingency Allowance	1 Dollars	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL BASE BID				\$883,077.37		\$1,099,086.50		\$1,196,224.75		\$2,065,536.75		\$1,895,990.00
ALTERNATE 1: Multi-Sensor Telemetry												
35)	Sanitary Sewer Video Inspection, Multi-Sensor, 24-30 inch	45500 LF	\$7.76	\$353,080.00	\$7.50	\$341,250.00	\$8.00	\$364,000.00	\$9.50	\$432,250.00	\$30.00	\$1,365,000.00
36)	Sanitary Sewer Video Inspection, Multi-Sensor, 36-48 inch	9052 LF	\$7.76	\$70,243.52	\$7.50	\$67,890.00	\$8.00	\$72,416.00	\$9.50	\$85,904.00	\$30.00	\$271,560.00
37)	Sanitary Sewer Video Inspection, Multi-Sensor, 42-48 inch	5607 LF	\$7.76	\$43,474.32	\$7.50	\$42,052.50	\$8.00	\$44,856.00	\$9.50	\$52,316.50	\$32.00	\$176,224.00
38)	Sanitary Sewer Video Inspection, Multi-Sensor, 66-72 inch	5178 LF	\$7.76	\$40,181.28	\$7.50	\$38,835.00	\$8.00	\$41,424.00	\$9.50	\$49,191.00	\$35.00	\$181,230.00
39)	Sanitary Sewer Video Inspection, Multi-Sensor, 78-84 inch	5032 LF	\$7.76	\$39,057.92	\$7.50	\$37,740.00	\$8.00	\$40,256.00	\$9.50	\$47,808.00	\$32.00	\$227,280.00
40)	Sanitary Sewer Video Inspection, Multi-Sensor, 102-126 inch	4818 LF	\$21.65	\$105,229.80	\$20.00	\$96,320.00	\$21.00	\$101,136.00	\$25.00	\$120,400.00	\$45.00	\$216,720.00
41)	Sanitary Sewer Video Inspection, Multi-Sensor, 162-180 inch	333 LF	\$25.30	\$8,505.90	\$25.00	\$8,325.00	\$24.25	\$8,066.25	\$29.00	\$10,237.00	\$45.00	\$15,085.00
TOTAL ALTERNATE 1:				\$666,431.94		\$538,972.50		\$579,048.25		\$906,742.50		\$2,463,899.00

**COMMISSION/BOARD APPOINTMENTS**

**DDA Board – 4 Year Term**

Robert Farhat  
Andrew Richner

**Planning Commission – 3 Year Term**

Matthew Evans  
Michele Lindsay





## City of Grosse Pointe Park Board and Commission Application

First Name Robert  
Last Name Farhat  
Address \_\_\_\_\_  
City/State/Zip GPP, MI 48230  
Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Email \_\_\_\_\_

### AREAS OF INTEREST

Please check the Boards/Commission you are interested in serving on:

- Downtown Development Authority**
- Tax Increment Finance Authority
- Beautification Commission
- Parks and Recreation Commission
- Planning Commission
- Board of Review
- Ethics Review Board
- Other: City Council
- Other: \_\_\_\_\_

If you are applying due to a current vacancy, how did you hear about the vacancy?

- City Website
- Social Media
- Other: \_\_\_\_\_

Have you attended meeting(s) of the board and/or commission you are applying to sit on?

- Yes
- No

rec'd 10-28-20  
JF



## City of Grosse Pointe Park Board and Commission Application

Why do you want to serve on this board and/or commission? (Please attach an additional page if more space is needed)

I would like to serve the city of GPP as I have lived here for many years, in various intervals. When I first graduated from college in 1998, I moved to a flat in GPP and lived there until my wife and I bought a bungalow in GPW in 2008. After living there for several years, we were able to find an amazing home in an excellent location in GPP. The community is very special, and I would like to support and work with city leaders to continually improve our wonderful city.

Please provide a brief summary of the areas of expertise you would bring to the board and/or commission:

As I have volunteered since 1999 with a charter elementary and middle school in Detroit (located on Allen, near St. Ambrose), I have developed the ability to network and connect with administrators and parents to ensure we met their children's needs. This experience has broadened my scope of working with a cohesive team as a strategic thinker who has significant experience in business. As I have done product development, technical sales, global product management and leading those teams, my expertise would enhance the current board with an experienced, seasoned resident who understands and relates to everyone.



# City of Grosse Pointe Park Board and Commission Application

## ADDITIONAL INFORMATION

Please briefly summarize the following information:

### Education History

- Hillsdale College, BS - Chemistry/Math 1998
- Michigan State University, MBA - 2019

### Occupation (if retired, list former occupation)

- Sales Engineer - JPB Systeme - FRANCE/US - current
- Product Manager Global Fastening - Stanley Black & Decker 2007 - 2020
- Product Engineer - Delphi 1998 - 2007

### Current and/or Former Volunteer Experience (including previous civic involvement)

- President - Board of Directors - Detroit Merit Academy
- Stanley Black & Decker - Diversity / Inclusion - Support Volunteer

## CITY CHARTER REQUIREMENTS

Registered to vote in the City of Grosse Pointe Park?

- Yes
- No

How long have you been a resident of Grosse Pointe Park (enter month and year when you moved to the City)

December 2016





## City of Grosse Pointe Park Board and Commission Application

Are you related and/or married to any current elected officials or City staff?

- Yes  
 No

If you answered yes, name the person and/or people you are related to and the relationship(s):

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The following questions are only applicable if you are applying to serve on the Downtown Development Authority or Tax Increment Finance Authority Boards:

Do you own property within the TIFA and/or DDA?

- Yes  
 No

If yes, please provide the property address(es):

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Do you own a business or work at a business within the TFIA and/or DDA?

n/a

If yes, please provide business name and address:

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Are you a resident within the TIFA or DDA?

- Yes  
 No



## City of Grosse Pointe Park Board and Commission Application

### APPLICATION CERTIFICATION

**Please note:** Applications are kept on file for a period of 2 years. If you are not appointed within that period, you must reapply. Resumes and cover letters can be attached to this application but are not required for consideration.

Signed and completed applications can be returned via email to [clerk@grossepointepark.org](mailto:clerk@grossepointepark.org) or by US mail to: City of Grosse Pointe Park ATTN: City Clerk 15115 East. Jefferson Avenue Grosse Pointe Park, MI 48230

By submitting this application, I certify the foregoing statements and answers are true and complete. I agree in advance that any misrepresentation or falsification of any of the above information shall be cause for rejection of this application or depending upon when the falsification is discovered. I consent for the City of Grosse Pointe Park to verify the information provided.

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Signature of Applicant

10/28/2020

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Date



## City of Grosse Pointe Park Board and Commission Application

First Name Andrew  
Last Name Richner  
Address \_\_\_\_\_  
City/State/Zip Grosse Pointe Park / MI / 48230  
Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Email \_\_\_\_\_

### AREAS OF INTEREST

Please check the Boards/Commission you are interested in serving on:

- Downtown Development Authority
- Tax Increment Finance Authority
- Beautification Commission
- Parks and Recreation Commission
- Planning Commission
- Board of Review
- Ethics Review Board
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

If you are applying due to a current vacancy, how did you hear about the vacancy?

- City Website
- Social Media
- Other: \_\_\_\_\_

Have you attended meeting(s) of the board and/or commission you are applying to sit on?

- Yes
- No





## City of Grosse Pointe Park Board and Commission Application

Why do you want to serve on this board and/or commission? (Please attach an additional page if more space is needed)

I am applying to continue my service on the DDA.  
I believe I have made a contribution to the betterment  
of the community in my current term.

Please provide a brief summary of the areas of expertise you would bring to the board and/or commission:

I am a lawyer with experience in matters concerning  
the DDA.



## City of Grosse Pointe Park Board and Commission Application

### ADDITIONAL INFORMATION

Please briefly summarize the following information:

#### Education History

*Un. Vers. of Michigan, Ann Arbor, Bachelor of Business  
Administration and Juris Doctor*

#### Occupation (if retired, list former occupation)

*Attorney*

#### Current and/or Former Volunteer Experience (including previous civic involvement)

*Regent and Chairman of The Board of Regents of The Univ. of Mich.  
State Representative, District 1, for the Grosse Pointes, Harper Woods and Detroit  
Wayne County Commissioner, District 1, for The Grosse Pointes, Harper Woods and Detroit  
Grosse Pointe Park City Council-member*

### CITY CHARTER REQUIREMENTS

Registered to vote in the City of Grosse Pointe Park?

- Yes  
 No

How long have you been a resident of Grosse Pointe Park (enter month and year when you moved to the City)

*> 30 years (1991)*



## City of Grosse Pointe Park Board and Commission Application

Are you related and/or married to any current elected officials or City staff?

Yes

No

If you answered yes, name the person and/or people you are related to and the relationship(s):

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The following questions are only applicable if you are applying to serve on the Downtown Development Authority or Tax Increment Finance Authority Boards:

Do you own property within the TIFA and/or DDA?

Yes

No

If yes, please provide the property address(es):

15324 E. Jefferson and 14950 E. Jefferson

Do you own a business or work at a business within the TIFA and/or DDA?

No

If yes, please provide business name and address:

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Are you a resident within the TIFA or DDA?

Yes

No





## City of Grosse Pointe Park Board and Commission Application

### APPLICATION CERTIFICATION

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By submitting this application, I certify the foregoing statements and answers are true and complete. I agree in advance that any misrepresentation or falsification of any of the above information shall be cause for rejection of this application or depending upon when the falsification is discovered. I consent for the City of Grosse Pointe Park to verify the information provided.

\_\_\_\_\_  
Signature of Applicant

Sept. 17, 2021

\_\_\_\_\_  
Date



## City of Grosse Pointe Park Board and Commission Application

First Name Matthew  
Last Name Evans  
Address \_\_\_\_\_  
City/State/Zip Grosse Pointe Park, MI 48230  
Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Email \_\_\_\_\_

### AREAS OF INTEREST

Please check the Boards/Commission you are interested in serving on:

- Downtown Development Authority
- Tax Increment Finance Authority
- Beautification Commission
- Parks and Recreation Commission
- Planning Commission
- Board of Review
- Ethics Review Board
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

If you are applying due to a current vacancy, how did you hear about the vacancy?

- City Website
- Social Media
- Other: Personal / Friend Connection

Have you attended meeting(s) of the board and/or commission you are applying to sit on?

- Yes
- No

r 9/10/21 h3



## City of Grosse Pointe Park Board and Commission Application

Why do you want to serve on this board and/or commission? (Please attach an additional page if more space is needed)

I believe in giving back to community. I am personally in a place in my life where I feel that participation & dedicating my time is important. I have been fortunate to always have options and opportunities that fit my passions. I have been an educator & an executive of an international non-profit. In each case I dedicated myself to excellent and donate my time to assist every community I was involved in. Currently I am working in commercial construction management as a VP and Regional director, as well as Real estate development. I feel that my experience & passion would be of value for my Grosse Pointe Park Community.

Please provide a brief summary of the areas of expertise you would bring to the board and/or commission:

I bring a long history of leadership & professional diversity. From Education & Ed. Administration, to Executive Director of International development, & my current position in Commercial Construction Management & Real Estate development in S.E. Michigan. Have long established connections in Michigan Politics business & Community groups. I believe that my diverse background and leadership experience would bring a unique perspective to the team. I appreciate and enjoy working with the other viewpoints & people with different experiences. Equally important I want to see Grosse Pointe Park continue to develop into the best possible community for Families & Businesses.





## City of Grosse Pointe Park Board and Commission Application

### ADDITIONAL INFORMATION

Please briefly summarize the following information:

#### Education History

Graduate of East Grand Rapids High School

Graduate of Eastern Michigan University (B.A.)

Graduate of Wayne State University (M.A.)

#### Occupation (if retired, list former occupation)

Former: K-8 teacher (grade 2, 3, 4, 5, 6, 7, & 8)

Former: Middle School Principal

Former: Exec. Director E-Three Labs (Wege Foundation)

Former: High School Principal

Current: Vice President Rockford Construction; Regional Director

#### Current and/or Former Volunteer Experience (including previous civic involvement)

Former: Community Service Chair - Alpha Phi Alpha Univ. of Mich.

Former: AmeriCorps - Ann Arbor / Ypsilanti

Former: Big Brother Mentor University of Mich. Football program

Former: Director of International Travel University Prep Acad.

Former: Urban Gardens for Inner-City Students (CFA)

Former: Recruiting Volunteer University of Michigan Football

G.P.P. Little League Baseball

Work Force Development Speaker / Mentor

### CITY CHARTER REQUIREMENTS

Registered to vote in the City of Grosse Pointe Park?

Yes

No

How long have you been a resident of Grosse Pointe Park (enter month and year when you moved to the City)

6/2010



## City of Grosse Pointe Park Board and Commission Application

Are you related and/or married to any current elected officials or City staff?

- Yes  
 No

If you answered yes, name the person and/or people you are related to and the relationship(s):

N/A

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The following questions are only applicable if you are applying to serve on the Downtown Development Authority or Tax Increment Finance Authority Boards:

Do you own property within the TIFA and/or DDA?

- Yes  
 No

If yes, please provide the property address(es):

N/A

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Do you own a business or work at a business within the TFIA and/or DDA?

N/A

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If yes, please provide business name and address:

N/A

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Are you a resident within the TIFA or DDA?

- Yes  
 No



## City of Grosse Pointe Park Board and Commission Application

### APPLICATION CERTIFICATION

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By submitting this application, I certify the foregoing statements and answers are true and complete. I agree in advance that any misrepresentation or falsification of any of the above information shall be cause for rejection of this application or depending upon when the falsification is discovered. I consent for the City of Grosse Pointe Park to verify the information provided.

\_\_\_\_\_  
Signature of Applicant

Sept. 08 / 2021

\_\_\_\_\_  
Date





## City of Grosse Pointe Park Board and Commission Application

First Name Michele

Last Name Lindsay

Address \_\_\_\_\_

City/State/Zip Grosse Pointe Park, MI. 48230

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

### AREAS OF INTEREST

Please check the Boards/Commission you are interested in serving on:

- Downtown Development Authority
- Tax Increment Finance Authority
- Beautification Commission
- Parks and Recreation Commission
- Planning Commission
- Board of Review
- Ethics Review Board
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

If you are applying due to a current vacancy, how did you hear about the vacancy?

- City Website
- Social Media
- Other: \_\_\_\_\_

Have you attended meeting(s) of the board and/or commission you are applying to sit on?

- Yes
- No

5/11/21



## City of Grosse Pointe Park Board and Commission Application

Why do you want to serve on this board and/or commission? (Please attach an additional page if more space is needed)

As a current member of the Planning Commission, I would appreciate the opportunity to continue my service to our community. In particular, I would like to see the Master Plan process through to completion.

Please provide a brief summary of the areas of expertise you would bring to the board and/or commission:

During the mid-late 1990s I worked as a Congressional staffer and one of my duties was covering the Banking, Housing, and Urban Development Committee for my employer. During this time, I gained knowledge and insights to the planning process in various cities across the United States.

As an active resident and business owner in Grosse Pointe Park, I am invested in the continued success of our city.



## City of Grosse Pointe Park Board and Commission Application

### ADDITIONAL INFORMATION

Please briefly summarize the following information:

#### Education History

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Bachelor of Arts, Degree in Political Science, Loyola University Maryland, 1994

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Master of Science, Degree in Secondary Education, University of New Haven, 1998

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#### Occupation (if retired, list former occupation)

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Owner, Blue Pointe Travel

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#### Current and/or Former Volunteer Experience (including previous civic involvement)

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Current Vice Chair of the GPP Planning Commission

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Past President, Trombly Elementary PTO

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Past Board Member, East Side Youth Sports Foundation

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Various PTO committee chairs for Pierce Middle School and Grosse Pointe South High School

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Current Board Member GP South Athletic Booster Club

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Bulldogs Hockey Club team manager for multiple years

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### CITY CHARTER REQUIREMENTS

Registered to vote in the City of Grosse Pointe Park?

- Yes  
 No

How long have you been a resident of Grosse Pointe Park (enter month and year when you moved to the City)

11 Years. Moved to GPP in August of 2010

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## City of Grosse Pointe Park Board and Commission Application

Are you related and/or married to any current elected officials or City staff?

- Yes  
 No

If you answered yes, name the person and/or people you are related to and the relationship(s):

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**The following questions are only applicable if you are applying to serve on the Downtown Development Authority or Tax Increment Finance Authority Boards:**

Do you own property within the TIFA and/or DDA?

- Yes  
 No

If yes, please provide the property address(es):

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Do you own a business or work at a business within the TFIA and/or DDA?

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If yes, please provide business name and address:

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Are you a resident within the TIFA or DDA?

- Yes  
 No



## City of Grosse Pointe Park Board and Commission Application

### APPLICATION CERTIFICATION

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By submitting this application, I certify the foregoing statements and answers are true and complete. I agree in advance that any misrepresentation or falsification of any of the above information shall be cause for rejection of this application or depending upon when the falsification is discovered. I consent for the City of Grosse Pointe Park to verify the information provided.

*M. Luby*

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Signature of Applicant

July 1, 2021

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Date



## City Council Meeting September 27, 2021

<b>TITLE:</b> WCA Assessing Renewal Contract	<b>DATE:</b> September 13, 2021
<b>SUMMARY:</b> Attached is the renewal contract for Wayne County Assessing (WCA). The City has utilized their services since fiscal year 2016 and are satisfied with the professionalism and expertise the assessing department requires.	
<b>FINANCIAL IMPACT:</b> \$52,476 annually. This item has been budgeted within fiscal year 2021-22	
<b>RECOMMENDATION:</b> Approve Contract	
<b>PREPARED BY:</b> Jane M. Blahut	<b>TITLE:</b> Finance Director



ASSESSMENT CONTRACT  
FOR CITY OF GROSSE POINTE PARK, WAYNE COUNTY, MICHIGAN

WHEREAS, City of Grosse Pointe Park, hereinafter called "City", with its principal offices located at 15115 East Jefferson Avenue, Grosse Pointe Park, Michigan, 48230, is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 200, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for City property effective October 1, 2021;

IT IS THEREFORE AGREED:

1. Company agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.
2. Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Assessing Officer, or Master Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of the 2022, 2023, and 2024 assessment rolls, utilizing the services and personnel proposed herein.
3. Company agrees to respond to inquiries and requests for assessment information from the public. The City agrees to provide office space within the City Hall, or other City owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department. Any days in which the Company is scheduled to be in the office but the office is closed due to holidays, acts of God, educational purposes, or any other causes beyond the control of the Company, shall be considered included within the hours to complete this agreement. The purpose of office hours are:

- To meet with City staff to answer questions and give advice;
  - To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
  - Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquiries and interpreting State laws.
  - To perform certain other functions as described herein.
4. Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.
  5. Company agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT). The company shall be available to defend all assessments to the MTT as needed during this contract.
  6. City agrees that responses to the Full MTT shall be prepared by the Company's legal staff. City agrees to provide full cooperation with Company's legal staff. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the City's Mayor of such requirement.
  7. Company agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Company throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Company agrees to perform the duties of the certifying assessor for said City including but not limited to;
    - Inspect, revise, and re-evaluate property record cards with new construction, demolition, and property splits.
    - Perform neighborhood market studies and land value analyses throughout the term of this contract.
    - Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.
    - Provide digital photographs of all properties visited for maintenance purposes.

- Working with the Building Department to ensure all new property is equitably assessed.
  - Prepare all new property record cards in compliance with State tax Commission requirements.
  - Attend, prepare, and work with all Boards of Review.
  - Assist City in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
8. Company agrees to meet with the Mayor and/or other designated staff of the City to review progress that the Company has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition the Company will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.
9. City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.
10. The Company shall be liable to the City, and hereby agrees to indemnify and hold the City harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused by any negligent conduct, intentional conduct, or act of the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

The Company will carry the following insurance coverage at all times during this agreement:

- a. Comprehensive general liability insurance covering the Company and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.
- b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan.



c. The Company shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the City understands that it cannot be listed an additional insured under this type of policy. Should the City or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the City or its officers, directors, employees and elected official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Company shall deposit with the City the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

11. The Company shall not be held liable for any damages caused by strikes, explosions, war, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the City relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the City has no right to indemnification from Company.
12. The City and Company agree that the relationship of the City and Company is that of a client and contractor and not of that of an employer and employee and should not be construed as such.
13. In the event that the Company shall not be in substantial compliance with the terms of this agreement, the City shall give the Company written notice of said breach and thirty (30) days to cure the breach. If the Company fails to cure the breach within thirty (30) days after such notice, the City may terminate this Contract immediately without further notice or liability to the Company, other than for permitted fees and expenses accrued through the date of termination.
14. The City and Company agree that the Company shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.

15. The City agrees to pay the Company as follows;

October 1, 2021 to September 30, 2022.....\$ 52,476 annually  
 October 1, 2022 to September 30, 2023.....\$ 54,575 annually  
 October 1, 2023 to September 30, 2024.....\$ 56,758 annually

The payments shall be made in twelve (12) equal installments due on the fifteenth (15<sup>th</sup>) day of each month.

The City’s representation for all Michigan Tax Tribunal petitions **not in the Small Claims Division**, shall be provided by Company’s para legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

October 1, 2021 to September 30, 2022.....\$ .....\$145.76 / Hourly  
 October 1, 2022 to September 30, 2023.....\$ .....\$151.59 / Hourly  
 October 1, 2023 to September 30, 2024.....\$ .....\$157.65 / Hourly

The City’s representation for all Michigan Tax Tribunal petitions not in the Small Claims Division **relative to Tribunal Hearings**, shall be provided by Company’s legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

October 1, 2021 to September 30, 2022 .....\$ .....\$168.17 / Hourly  
 October 1, 2022 to September 30, 2023.....\$ .....\$174.89 / Hourly  
 October 1, 2023 to September 30, 2024.....\$ .....\$181.89 / Hourly

18. MICHIGAN TAX TRIBUNAL APPRAISAL SERVICES PLUS SPECIAL PROJECTS  
 Appraisal services rendered by the Company in Full Claims Michigan Tax Tribunal matters, and or any special services approved by the City, shall be provided to the City at the rate of:

	10/01/21	10/01/22	10/01/23
Title	09/30/22	09/30/23	09/30/24
Appraiser Aide .....	\$41.90.....	\$43.57	\$45.31
Appraiser .....	\$58.12 .....	\$60.44	\$62.85
Level III Appraiser .....	\$103.00.....	\$107.12	\$111.40
Assessor .....	\$118.34.....	\$123.07	\$127.99

Hourly fees include clerical costs and overhead for the Company.

19. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions.

20. The City and Company agree that the term of this contract shall begin October 1, 2021 and expire September 30, 2024. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.
21. The City and Company agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan.
22. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.
23. The Company shall acknowledge receipt of and comply with the City's ethics policy, computer usage policy or other signed documents
24. The City agrees the Mayor and City Manager possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.



WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WCA ASSESSING:

By: \_\_\_\_\_  
Doug Shaw, for WCA Assessing,  
as its Member

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF GROSSE POINTE PARK:

By: \_\_\_\_\_  
Robert W. Denner, MAYOR

By: \_\_\_\_\_  
Nick Sizeland, CITY MANAGER





## *Council Meeting* *September 27, 2021*

<b>TITLE: Ordinance 227</b>	<b>DATE: 9/17/2021</b>
<p><b>SUMMARY:</b> In 2012 the City of Grosse Pointe Park adopted FEMAS last floodplain update. New FEMA maps for 2021 will be effective for the community with adoption of this ordinance including the new FIRM panels and Flood Insurance Study (FIS).</p> <p>Failure to have the maps properly adopted and approved before that date will result in being suspended from the NFIP on October 22. Suspension will mean that flood insurance is no longer available in the community. Some forms of federal disaster assistance are also no longer available. Residents that have flood policies will get letters from their lenders saying their mortgage is due in full at the expiration date of their flood policy (since they can't renew them). Or they will need to obtain a private flood policy through Lloyds of London which will likely be several thousand dollars per year.</p> <p>The Flood Insurance Study for Wayne County, All Jurisdictions, effective October 21, 2021 and the following Flood Insurance Rate Map (FIRM) panels: 26163CIND1C, 26163CIND2C, 26163C0140F, 26163C0143F, 26163C0302F, 26163C0306F, effective October 21, 2021.</p>	
<p><b>FINANCIAL IMPACT:</b> Mortgage could be due in full if not adopted or obtain private flood policy which could result in thousands of dollars for homeowners.</p>	
<p><b>RECOMMENDATION:</b> Adopt Ordinance 227</p>	
<b>PREPARED BY: Nick Sizeland</b>	<b>TITLE: City Manager</b>



## **ORDINANCE ADDRESSING FLOODPLAIN MANAGEMENT PROVISIONS OF THE STATE CONSTRUCTION CODE**

Community Name: Grosse Pointe Park, County: Wayne

### **Ordinance number 227**

An Ordinance Amendment to Designate an enforcing agency to discharge the responsibility of the City of Grosse Pointe Park located in Wayne County, and to designate regulated flood hazard areas under the provisions of the State Construction Code Act, Act No. 230 of the Public Acts of 1972, as amended.

The City of Grosse Pointe Park ordains:

**Section 1. AGENCY DESIGNATED.** Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, the Building Official of the City of Grosse Pointe Park is hereby designated as the enforcing agency to discharge the responsibility of the City of Grosse Pointe Park under Act 230, of the Public Acts of 1972, as amended, State of Michigan. The City of Grosse Pointe Park assumes responsibility for the administration and enforcement of said Act through out the corporate limits of the community adopting this ordinance.

**Section 2. CODE APPENDIX ENFORCED.** Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the enforcing agency within the jurisdiction of the community adopting this ordinance.

**Section 3. DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS.** The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) Entitled "Flood Insurance Study for Wayne County" and dated October 21, 2021 and the Flood Insurance Rate Map(s) (FIRMS) panel number(s) of 26163CIND1C, 26163CIND2C, 26163C0140F, 26163C0143F, 26163C0302F, 26163C0306F dated October 21, 2021 are adopted by

reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the “Flood Hazards” section of Table R301.2(1) of the Michigan Residential Code.

**Section 4. REPEALS.** All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

**Section 5. PUBLICATION.** This ordinance shall be effective after legal publication and in accordance with the provisions of the Act governing same.

Adopted this 27th day of September, 2021.

This ordinance duly adopted on September at a regular meeting of the City of Grosse Pointe Park and will become effective in.

Signed on September 27, 2021 by \_\_\_\_\_ (Signature),

Jane Blahut, Clerk of the City of Grosse Pointe Park .

Attested on Insert Date by \_\_\_\_\_ (Signature),

Robert Denner Mayor of the City of Grosse Pointe Park.