A regular meeting of the Council for the City of Grosse Pointe Park was held on Monday, February 10, 2020, and opened with the Pledge of Allegiance to the Flag.

The following were present: Councilmembers Grano, Relan, Read, Hodges, and Fluitt, and Mayor Pro-tem Robson

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

Excused Absence: Mayor Denner

MINUTES – JANUARY 13, 2020

Mayor Pro-tem Robson presented to Council for consideration the minutes of February 10th, 2020.

Councilmember Robson stated he is shown as voting on the Master Plan on page 15 when in fact he had to excuse himself from the meeting prior to the vote.

Councilmember Fluitt stated she agreed to be the point person on the FCA for air quality related to the new FCA plant on page 19. She also stated the comment on Facebook from the City Attorney on page 20 should read “Resident of Middlesex expressed concern regarding what he considered to be unprofessional and threatening responses he received from the City Attorney”

Motion by Councilmember Hodges, supported by Councilmember Grano, to approve the minutes with the corrections noted.

AYES: Councilmembers Grano, Relan, Read, Hodges, and Fluitt, and Mayor Pro-tem Robson

NAYS: None

Excused Absence: Mayor Denner

TEMPORARY TRAFFIC REGULATION NO. 213

Mayor Pro-tem Robson presented to Council for consideration temporary traffic regulation no. 213 for approval as presented.

Director Poloni stated this temporary traffic regulation is for the control of parking on Kercheval east of Nottingham.

TEMPORARY TRAFFIC REGULATION NUMBER 213
Pursuant to Section 2-UTC-153 of the code of the City of Grosse Pointe Park, the undersigned hereby promulgates the following temporary regulation for the control of parking on Kercheval east of Nottingham within the City of Grosse Pointe Park, County of Wayne, State of Michigan.

1. On the south side of Kercheval from the east side of the west Pierce Middle School driveway to a point 50 feet east of the west Pierce Middle School driveway, I direct the designation of a No Stopping Standing Parking zone, except buses, 7a-4p on School Days.

This regulation shall become effective this date and expire in ninety days unless made permanent by City Council. Done in the City of Grosse Pointe Park, County of Wayne, State of Michigan, this 25th day of November, 2019.

Motion by Mayor Pro-tem Robson, supported by Councilmember Fluitt, to approve the temporary traffic regulation no. 213 for a ninety-day period unless made permanent by the Council.

AYES: Councilmembers Grano, Relan, Read, Hodges, and Fluitt, and Mayor Pro-tem Robson

NAYS: None

Excused Absence: Mayor Denner

EMERGENCY OPERATION PLAN

Mayor Pro-tem Robson presented to Council for consideration a resolution to provide for the mitigation, preparedness, response and recovery from natural and human-made disasters within City of Grosse Pointe Park by being part of the Wayne County emergency management program; to appoint the county emergency management coordinator as the City of Grosse Pointe Park emergency management coordinator; to provide for a means for coordinating the resources of the municipality with those of the county; and to provide a means through which the City Council may exercise the authority and discharge the responsibilities vested in them by this resolution and Act No. 390 of the Public Acts of 1976, as amended.

The resolution reads as follows:

Article 1 - Short Title
Section 101. This resolution shall be known as the “Emergency Management Resolution”.

Article 2 – Definitions
Section 201. For the purpose of this resolution, certain words used herein are defined as follows:

(b) “Disaster” means an occurrence or threat of widespread or severs damage, injury or loss of life or property resulting from a natural or human-made cause, including but not limited to, fire, flood, snowstorm, ices storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident,
hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorders.

(c) “Disaster relief force” means all agencies of county and municipal government, private and volunteer personnel, public officers and employees, and all other persons or groups of persons identified in the Wayne County Emergency Operations Plan as having duties to perform or those called into duty or working at the direction of a party identified in the plan to perform a specific disaster or emergency related task during a local state of emergency.

(d) “District Coordinator” means the Michigan Department of State Police District Emergency Management Coordinator. The District Coordinator serves as liaison between local emergency management programs and the Michigan State Police, Emergency Management Division in all matters pertaining to the mitigation, preparedness, response and recovery of emergency and disaster situations.

(e) “Emergency management coordinator” means the person appointed to coordinate all matters pertaining to emergency management within the municipality. The emergency management coordinator for City of Grosse Pointe Park is the Wayne County emergency management coordinator.

(f) “Emergency management program” means a program established to coordinate mitigation, preparedness, response and recovery activities for all emergency or disaster situations within a given geographic area made up of one or several political subdivisions. Such a program has an appointed emergency management coordinator and meets the program standards and requirements established by the Department of State Police, Emergency Management Division. The City of Grosse Pointe Park has elected to be part of the Wayne County emergency management program.

(g) “Emergency operations plan” means the plan developed and maintained by county and political subdivisions included in the emergency management program area for the purpose of responding to all emergency or disaster situations by identifying and organizing the disaster relief force.

(h) “Governor’s state of disaster” means an executive order or proclamation by the Governor that implements the disaster response and recovery aspects of the Michigan Emergency Management Plan and applicable local plans of the county or municipal programs affected.

(i) “Governor’s state of emergency” means an executive order or proclamation by the Governor that implements the emergency response and recovery aspects of the Michigan Emergency Management Plan and applicable local plans of the county or municipal programs affected.

(j) “Local state of emergency” means a declaration by the Mayor pursuant to the act and this resolution which implements the response and recovery aspects of the Wayne County Emergency Operations Plan and authorizes certain actions as described in this resolution.
(k) "Vital records" means those records that contain information needed to continue the effective functioning of the City of Grosse Pointe Park, including Public Safety Department and for the protection of the rights and interests of persons under emergency conditions in the event of an emergency or disaster situation.

Article 3 - Emergency Management Coordinator; Appointment

Section 301. By the authority of this resolution the Mayor hereby appoints the Wayne County Emergency Management Coordinator as the emergency management coordinator for City of Grosse Pointe Park. In addition to acting for, and at the direction of, the County Executive the Emergency Management Coordinator will also act for, and at the direction of, the Mayor.

Section 302. A line of succession for the Wayne County Emergency Management Coordinator has been established and is listed in the City of Grosse Pointe Park Emergency Operations Plan.

Article 4 - Emergency Management Coordinator; Duties

Section 401. The Emergency Management Coordinator shall comply with standards and requirements established by the Department of State Police, Emergency Management Division, under the authority of the act, in accomplishing the following:

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¹ Act 390, as amended, sec. 7a (4) gives the Emergency Management Division the authority to promulgate several standards and requirements.
(a) Direct and coordinate the development of the Wayne County Emergency Operations Plan, which shall be consistent in content with the Michigan Emergency Management Plan.

(b) Direct and coordinate the development of the Wayne County Emergency Operations Plan, which shall be consistent in content with the Michigan Emergency Management Plan.

(c) Specify departments or agencies which must provide an annex to the plan or otherwise cooperate in its development.

(d) Identify departments and agencies to be included in the Emergency Operations Plan as disaster relief force.

(e) Develop and maintain a county Resource Manual.

(f) Coordinate the recruitment, appointment, and utilization of volunteer personnel.

(g) Assure the emergency management program meets eligibility requirements for state and federal aid.

(h) Coordinate and/or conduct training and exercise programs for the disaster relief force within the county and to test the adequacy of the Emergency Operations Plan.

(h) Through public information programs, educate the population as to actions necessary for the protection of life and property in an emergency or disaster.

(i) Assist in the development of mutual aid agreements.

(j) Assist the City of Grosse Pointe Park municipal liaison with the development of municipal standard operating procedures which are consistent with the county Emergency Operations Plan.
(k) Oversee the implementation of all functions necessary during an emergency or disaster in accordance with the Emergency Operations Plan.

(l) Coordinate county emergency management activities with those municipalities included in the county emergency management program, other municipalities, the state, and adjacent counties.

(m) Coordinate all preparedness activities, including maintaining primary and alternate Emergency Operations Centers.

(n) Identify mitigation opportunities within the county and encourage departments/agencies to implement mitigation measures.

**Article 5 - Emergency Management Liaison: Duties**

Section 501. By the authority of this resolution the Mayor has appointed a liaison for the purpose of assisting the county Emergency Management Coordinator in coordinating the emergency management activities within the municipality. The duties of the liaison are as follows:

(a) Coordinate municipal emergency management activities with those of the county jurisdictions.

(b) Assist the county Emergency Management Coordinator with the development of the county Emergency Operations Plan and the incorporation of municipal resources into the plan.

(c) Identify municipal departments and agencies to be included in the Emergency Operations Plan as part of the disaster relief force.

(d) Identify municipal resources and forward information to the county Emergency Management Coordinator for inclusion in the county Resource Manual.

(e) Coordinate the recruitment, appointment, and utilization of volunteer resources.

(f) Assist the county Emergency Management Coordinator with administering training programs.

(g) Coordinate municipal participation in exercises conducted by the county.

(h) Assist in the development of mutual aid agreements.

(i) Assist in educating the population as to actions necessary for the protection of life and property in an emergency or disaster.

(j) Encourage departments/agencies within the municipality to identify and implement procedures to mitigate the effects of potential disasters.

(k) Assist in the assessment of the nature and scope of the emergency or disaster and collect damage assessment information and forward to the county.

(l) Coordinate the vital records protection program.
(m) Develop municipal standard operating procedures for disaster response which are consistent with the county Emergency Operations Plan.

Section 502. The Mayor shall appoint a minimum of two persons as successors to the position of the municipal liaison. The line of succession shall be supplied to the county Emergency Management Coordinator.

Article 6 - Mayor Powers; Duties

Section 601. On an annual basis, the Mayor shall review the eligibility and performance of the Emergency Management Coordinator and make recommendations to the City Council.

Section 602. The Mayor shall, review the effectiveness of the Wayne County county Emergency Operations Plan as the plan relates to the municipality once every two years. With the assistance of the municipal liaison, he/she shall make recommendations to the county Emergency Management Coordinator of any changes which may be needed. After this review and incorporation of necessary changes, the Mayor shall certify the plan to be current and adequate for City of Grosse Pointe Park the ensuing two years.

1 Rule 4 (c) (d-q) of the administrative rules promulgated for Act 390, sec. 19 states that the plan shall be considered official upon bearing the signature of the chief executive official of the municipality. The plan must be current and adequate (see rule) within two years.

Section 603. When circumstances within the City of Grosse Pointe Park indicate that the occurrence or threat of occurrence of widespread or severe damage, injury or loss of life or property from natural or human-made cause exists the Mayor may declare a local state of emergency.1 Such a declaration shall be promptly filed with the Wayne County Emergency Management Office, who shall forward it to the Department of State Police, Emergency Management Division. This declaration shall not be continued or renewed for a period in excess of 7 days except with the consent of the City Council.2

Section 604. If the Mayor invokes such power and authority, he/she shall, as soon as reasonably expedient, convene the City Council for one or more emergency meetings in accordance with the Open Meetings Act to perform its normal legislative and administrative duties as the situation demands, and will report to that body relative to emergency activities.

2 Act 390, as amended, sec. 10 (1) (b) provides for the 7 day limit and disposition of the declaration.
Nothing in this resolution shall be construed as abridging or curtailing the powers of the City Council unless specifically provided herein.

Section 605. The Mayor may do one or more of the following under a local state of emergency:

(a) Direct the Emergency Management Coordinator to implement the Emergency Operations Plan.
(b) Issue directives as to travel restrictions on local roads within the municipality.
(c) Relieve city employees of normal duties and temporarily reassign them to other duties.
(d) Activate mutual aid agreements.
(e) Direct the municipal disaster relief effort in accordance with the county Emergency Operations Plan and municipal standard operating procedures.
(f) Notify the public and recommend in-place or evacuation or other protective measures.
(g) Request a state of disaster or emergency declaration from the Governor as described in Article 7.
(h) When obtaining normal approvals would result in further injury or damage, Mayor may, until City Council convenes, waive procedures and formalities otherwise required pertaining to the following:
   (1) For a period of up to 7 days, send the disaster relief force and resources to the aid of other communities as provided by mutual aid agreements.
   (2) For a period of up to 7 days, appropriate and expend funds from the disaster contingency fund created in Article 9 up to $5000.
   (3) For a period of up to 7 days, make contracts, obtain and distribute equipment, materials, and supplies for disaster purposed.
   (4) Employ temporary workers.
   (5) Purchase and distribute supplies, materials, and equipment.
   (6) Make, amend, or rescind ordinances or rules necessary for emergency management purposes which supplement a rule, order, or directive issued by the Governor or a state agency. Such an ordinance or rule shall be temporary and, upon the Governor’s declaration that a state of disaster or state of emergency is terminated, shall no long be in effect.

Section 606. If a state of disaster or emergency is declared by the Governor, assign and make available for duty the employees, property, or equipment of the City of Grosse Pointe Park within or without the physical limits of the City of Grosse Pointe Park as ordered by the Governor or the Director of the Department of State Police in accordance with the act.

Article 7 - Governor Declaration Request

Section 701. If a disaster or emergency occurs that has not yet been declared to be a state of disaster or a state of emergency by the Governor, and the Mayor determines that the situation is beyond control of the municipality, he/she may request the Governor to declare that a state of disaster or state of emergency exists in the municipality in accordance with the act. This shall be done by immediately contacting the Wayne County Emergency Management Coordinator. The Emergency Management Coordinator shall immediately contact the District Coordinator. The District Coordinator, in conjunction with the Emergency Management Coordinator, shall assess the nature and
Article 8 - Volunteers; Appointment; Reimbursement

Section 801. Each municipal department, commission, board, or other agency of municipal government is authorized to appoint volunteers to augment its personnel in time of emergency to implement emergency functions assigned in the county Emergency Operations Plan. Such individuals are part of the disaster relief force and shall be subject to the rules and operational control set forth by the respective department, commission, board, or agency through which the appointment was made, and shall be reimbursed for all actual and necessary travel and subsistence expenses.

Article 9 - Disaster Contingency Fund

Section 901. A disaster contingency fund is hereby created in the budget of not less than $5000. Money may be expended from the fund when a local state of emergency has been declared for the purpose of paying the disaster relief force, purchase of supplies and services, repair costs, or other needs required specifically for the mitigation of the effects of, or in response to, the emergency or disaster.

Article 10 - Rights of Disaster Relief Force

Section 1001. In accordance with the act, personnel of the disaster relief force while on duty shall have the following rights:

(a) If they are employees of the municipality, or other governmental agency regardless of where serving, have the powers, duties, rights, privileges, and immunities and receive the compensation incidental to their employment.

(b) If they are not employees of the municipality, or other governmental agency be entitled to the same rights and immunities as are provided for by law.

Article 12 - Temporary Seat of Government

Section 1201. The City Council shall provide for the temporary movement and reestablishment of essential government offices in the event that existing facilities cannot be use.

Article 13 – Liability

Section 1301. As provided for in the act and this resolution, the municipality, or the agents or representatives of the municipality, shall not be liable for personal injury or property damage sustained by the disaster relief force. In addition, any member of the disaster relief force engaged in disaster relief activity shall not be liable in a civil action for damages resulting from an act of omission arising out of and in the course of the person’s good faith rendering of that activity, unless the person’s act or omission was the result of that person’s gross negligence or willful misconduct. The right of a person to receive benefits or compensation to which he or she
may otherwise be entitled to under the worker’s compensation law, any pension law, or act of congress will not be effected as a result of said activity.\textsuperscript{3}

Section 1302. As provided for in the act, any person owning or controlling real estate or other premises who voluntarily and without compensation grants the municipality the right to inspect, designate and use the whole or any part of such real estate or premises for the purpose of sheltering persons or for any other disaster related function during a declared local state of emergency or during an authorized practice disaster exercise, shall not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission, or for loss of, or damage to, the property of such person.

**Article 14 – Sovereignty**

Section 1401. Should any section, clause, or provision of this resolution be declared by the courts invalid for any reason, such declaration shall not affect the validity of this resolution as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid.

**Article 15 – Repeals**

Section 1501. All resolutions or parts of resolutions inconsistent herewith are hereby repealed.

**Article 16 – Annual Review**

Section 1601. This resolution shall be reviewed annually by the City Council and changes shall be made if necessary.

**Article 17 – Effective Date**

Section 1701. This resolution shall have immediate effect.

Motion by Councilmember Grano, supported by Councilmember Relan, to adopt the Emergency Preparedness Plan.

AYES: Councilmembers Grano, Relan, Read, Hodges, and Fluitt, and Mayor Pro-tem Robson

NAYS: None

Excused Absence: Mayor Denner

CORRECTIVE ACTION PLAN
STATE OF MICHIGAN PA 202

Mayor Pro-tem Robson presented to Council for consideration adoption of the Corrective Action Plan PA 202 that will address 2018 OPEB liabilities.
City Manager Sizeland stated that the Corrective Action Plan is required for an underfunded local government and that the City is required to develop and submit for approval a corrective action plan for the retirement health plan for certain employees. Underfunded status for a retirement health system is defined as being less than 40% funded according to the most recent audited financial statements, and, if the local government is a city, village, township, or county, the actuarially determined contribution (ADC) for all of the retirement health systems of the local government is greater than 12% of the local government’s

City Manager stated prior actions include the following done through contract negotiations:

Dispatch Union retiree coverage was limited to a two-person contract effective 7/1/07. DPW employees retiree coverage was reduced to a two-person contract effective 7/1/09. Administration and non-union employees follow the DPW/Clerical Contract for active employees. Non-union employees will not receive coverage at retirement. There are 6 admin who will receive coverage. Public Safety was reduced from family coverage to a two-person contract effective 7/1/12. All employees hired 4/1/14, will not receive coverage upon retirement. DPW employees will receive coverage until they reach Medicare age at 65 with 30 years of service. Employee must have at least 25 years of service and for each year deficient of 30 years would be responsible for 5% per year of such premium, once 65 is reached, coverage is terminated. Currently there are 68 full time employees, of those 26 will not receive coverage, and 12 will receive coverage until 65. Employees eligible for coverage contribute 1.5% annually hired prior to 4/1/14.

City Manager stated that the City established a qualified trust through Municipal Employees Retirement System to receive, invest, and accumulate assets for retirement health care on January 1, 2020, and has committed to an annual contribution of $50,000 to the qualified trust.

Motion by Councilmember Read, supported by Councilmember Grano, to approve the Corrective Action Plan for submission to the State to address the 2018 OPEB.

AYES: Councilmembers Grano, Relan, Read, Hodges, and Fluitt, and Mayor Pro-tem Robson

NAYS: None

Excused Absence: Mayor Denner

MARINA RESOLUTION

Mayor Pro-tem Robson presented to Council for consideration approval of a transfer from the General Fund in the amount of $100,000 to the Marina Fund to cover unexpected repairs.

The resolution reads as follows:
WHEREAS, due to extensive and unexpected repairs, as a result of record high water levels in Lake St. Clair, and

WHEREAS, such repairs required the use of the marina available cash reserves, and

WHEREAS, such use resulted in the requirement to transfer funds from the City’s General Fund to complete the necessary repairs in a proper manner, and

NOW THEREFORE BE IT RESOLVED, in response to the additional funds required, the Mayor Pro-tem and City Council hereby authorize the transfer of $100,000 from the General Fund to the Marina Fund.

Councilmember Grano inquired if this is a loan to the Marina Fund or is it a gift from the General Fund.

Finance Director stated that would be up to the Council. It will take some time to build the fund reserves in the marina fund to an acceptable reserve. Rates have been budgeted to increase 5% over the next three years.

Councilmember Hodges inquired if the water levels return to a normal level, would the pier work recently done have to be reversed.

City Manager Sizeland stated possibly. If the water levels are reduced significantly the piers would have to be lowered for safety concerns.

Councilmember Grano inquired if all the marina bills are paid to date.

Finance Director stated all invoices are paid to date.

Councilmember Relan inquired if there is a measurement standard for water levels to determine if the marina would be closed this summer if the water levels continue to rise.

Motion by Councilmember Hodges, supported by Councilmember Read, to approve of the transfer from the General Fund to the Marina Fund in the amount of $100,000.

AYES: Councilmembers Grano, Relan, Read, Hodges, and Fluit, and Mayor Pro-tem Robson

NAYS: None

Excused Absence: Mayor Denner

ROCKET FIBER, LLC METRO ACT APPROVAL
Mayor Pro-tem Robson presented to Council for consideration the permit required for Rocket Fiber LLC to have access in to the right-of-way within the city limits.

City Manager stated the Grosse Pointe Public School System and Rocket Fiber are working on a project together to provide a fiber ring around the Grosse Pointes for the school district. The application provided will allow access to an on going use of public ways by telecommunication providers.

City Council will be asked to provide a right-of-way telecommunications permit. The project will begin in March 2020 and should be completed by November 2020.

The permit reads as follows:

RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT

This permit issued this _____ day of __________, 20___ by City of Grosse Pointe Park.

1 Definitions

1.1 Date of Issuance shall mean the date set forth above.

1.2 Manager shall mean Municipality’s Mayor or his or her designee.


1.4 Municipality shall mean the City of Grosse Pointe Park, a Michigan municipal corporation.

1.5 Permit shall mean this document.

1.6 Permittee shall mean collectively Rocket Fiber LLC, a limited liability company organized under the laws of the State of Michigan whose address is 1505 Woodward Avenue, Suite 300, Detroit, MI 48226 and Grosse Pointe Public School System, a municipal corporation organized under the laws of the State of Michigan whose address is 389 St. Clair Avenue, Grosse Pointe, MI 48230.

1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a
federal, state, or private right-of-way.

1.8 Telecommunications Facilities or Facilities shall mean the Permittee’s equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.

1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to construct, install and maintain Telecommunication Facilities on the terms set forth herein.

2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.

2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality’s legislative body.

2.2 Overlapping. Permittee shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality’s prior written consent. Municipality’s right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable
companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee’s local office (in or near Municipality) is 1505 Woodward Avenue, Suite 300, Detroit, MI 48226, jongordon@rocketfiber.com, (313) 545-8949, General Counsel.

3.1.2 If Permittee’s engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is:

3.1.3 The name, title, address, e-mail address and telephone numbers of Permittee’s engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Scott Cerny, Director of Network Expansion, 1505 Woodward Ave., Ste. 300, Detroit, MI 48226, scottcerny@rocketfiber.com, (313) 545-8920.

3.1.4 The address, phone number and contact person (title or department) at Permittee’s home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is 1505 Woodward Avenue, Suite 300, Detroit, MI 48226, (313) 545-8920, Director of Network Expansion.

3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the
Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 **As-Built Records.** Permittee, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 **Use of Public Right-of-Way**

4.1 **No Burden on Public Right-of-Way.** Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee’s aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

4.2 **No Priority.** This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.

4.3 **Restoration of Property.** Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee’s sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication
Facilities to a reasonably equivalent (or, at Permittee’s option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.

4.4 **Marking.** Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee’s lines on alternate poles which shall state Permittee’s name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee’s cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee’s name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee’s name and a toll-free telephone number.

4.5 **Tree Trimming.** Permittee may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials. Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

4.6 **Installation and Maintenance.** The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee’s use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular
traffic or are otherwise required by Municipality.

4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality’s program for street construction and rebuilding (collectively “Street Construction”) and its program for street repaving and resurfacing (except seal coating and patching) (collectively, “Street Resurfacing”).

4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.

4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.

4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.
4.11 **Public Emergency.** Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.

4.12 **Miss Dig.** If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

4.13 **Underground Relocation.** If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee’s sole cost and expense.

4.14 **Identification.** All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee’s name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee’s name and telephone number.

5 **Indemnification**

5.1 **Indemnity.** To the extent permitted by law, Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively “claim” for this Part 5) (including, without limitation, attorneys’ fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee’s use of or
installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.

5.2 **Notice, Cooperation.** Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

5.3 **Settlement.** Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 **Insurance**

6.1 **Coverage Required.** Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality’s acceptance of such self-insurance shall not be unreasonably withheld.

6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars ($5,000,000).

6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars ($500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
6.1.3 Automobile liability insurance in an amount not less than One Million Dollars ($1,000,000).

6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker’s compensation and employer’s liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer’s liability insurance) shall be written on an occurrence basis and not on a claims made basis.

6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of $50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

6.5 Contractors. Permittee’s contractors and subcontractors working in the Public
Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers’ compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee’s policies).

6.6 **Insurance Primary.** Permittee’s insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively “them”). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee’s insurance and shall not contribute to it (where “insurance or self-insurance maintained by any of them” includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 **Term**

7.1 **Term.** The term (“Term”) of this Permit shall be until the earlier of:

7.1.1 Five (5) years from the Date of Issuance; or

7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or

7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and
installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee’s sole cost and expense.

10.1.1 For purposes of this Part 10, “cable” means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than
twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee’s business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality’s prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee’s ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices
12.1 **Notices.** All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to ________________________________, with a copy to ________________________________.

12.1.2 If to Permittee, to Rocket Fiber LLC, Attention: General Counsel, 1505 Woodward Avenue, Suite 300, Detroit, MI 48226.

12.2 **Change of Address.** Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 **Other items**

13.1 **No Cable, OVS.** This Permit does not authorize Permittee to provide commercial cable type services to the public, such as “cable service” or the services of an “open video system operator” (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 **Effectiveness.** This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.

13.3 **Authority.** This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.4 **Interpretation and Severability.** The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.5 **Governing Law.** This Permit shall be governed by the laws of the State of Michigan.
Councilmember Read inquired if the City is requesting a bond from Rocket Fiber LLC

City Manager stated a $50,000 bond has been requested.

City Manager stated there will be Rocket Fiber LLC contact information on the City Website.

Councilmember Fluitt suggested the employees of Rocket Fiber LLC wear uniforms with identification badges so residents are not frightened of someone in their yard.

Councilmember Grano recommended the City Manager request a copy of Rocket Fiber’s financial statements.

Motion by Councilmember Hodges, supported by Mayor Pro-tem Robson, to approve of the Rocket Fiber LLC METRO Act permit as presented.

AYES: Councilmembers Grano, Relan, Read, Hodges, and Fluitt, and Mayor Pro-tem Robson

NAYS: None

Excused Absence: Mayor Denner

CITY ATTORNEY

Mayor Pro-tem Robson presented to Council a summary of events of the issue related to the online response from the City Attorney to a resident. He stated the City Attorney is going to present a statement and Michele Hodges will presented a statement prepared by Mayor Denner.

City Attorney stated the situation that has occurred is unfortunate and regrets engaging online. He feels the resident involved misconstrued his comments. He stated he did not threaten the resident.

Councilmember Hodges read aloud Mayor Denner’s statement.

I acknowledge and thank City Attorney Levasseur for his statement of apology.

This matter has been addressed with considerable focus and discussion by the Personnel Committee, Mayor Denner, Mayor Pro-tem Robson and Councilmember Hodges, and the City Manager. All view the Facebook exchange between Mr. Levasseur and Mr. Steiger as completely inappropriate. Mr. Levasseur understands that in light of this matter his actions going forward will be held to the highest professional and personal standards.
It should be noted that under our City Charter, the City Attorney is appointed by the Mayor with the confirmation of Council. The City Attorney may be removed at the will of the Council. Grosse Pointe Park City Attorney and Prosecutor services are currently provided through a contract with Bodman, PLC.

Further, I wish to confirm actions underway by the Council and Administration that relate to this matter that were previously initiated and have risen to critical importance in light of recent events.

The Administration is developing two documents to provide rules and guidance for the conduct of City Council and the City Administration. The first addresses Rules of the City Council and documents rules for conduct of City Council meetings and the advisory sub-committees of Council. The second documents a Code of Conduct to be applied to City Council and the City Administration. These documents have been under development and it is planned that they will be submitted to Council for discussion and approval at the March 9 regular City Council Meeting.

In addition, Council has established in an earlier meeting a working Ethics Committee to make recommendations to City Council. This working group has consisted of the City Manager, Councilmember Hodges and the City Attorney. Under the direction of this committee a new ordinance is under development that will establish standards of ethical conduct for City Officials and Employees, formally establish the Ethics Committee, and establish penalties for violation. This ordinance will be proposed by the ethics working group and submitted to the Ordinance Review Committee under normal city process. It is expected that an ethics ordinance will be submitted for City Council discussion and approval at the earliest practical time, allowing for the thoughtful development of the draft and the ordinance review process.

The conduct of Elected Officials, the Officers of the City and city employees must be held to the highest standards. Elected officials and Officers of the City have a responsibility that goes beyond normal working hours and activities, and governs their actions as professionals and representatives of our great city at all times. The actions I have outlined will serve the city and future administrations to help ensure that the government of the City of Grosse Pointe Park is viewed as a standard of excellence.

Robert W. Denner
Mayor

Councilmember Fluitt inquired if the Council should review the matter further.

Councilmember Read stated action cannot be taken because there was not proper notice given.

Councilmember Grano stated the City does not have a formal policy or guidelines in place to determine what action would be appropriate in this matter.
Councilmember Read stated two more residents have come forward to express dissatisfaction.

Mayor Pro-tem Robson stated we are in unchartered territories, and have never had a complaint of this matter in the past.

Mayor Pro-tem Robson recommended a closed-door session be held following the March 9, 2020 Council Meeting and would allow for the entire Council to be present.

Councilmember Relan questioned if the City Attorney’s statement was acceptable.

Councilmember Hodges stated there should be more diligence by the Council and Mayor Denner should be present.

Councilmember Grano stated Dennis Levasseur has met with each Councilmember to discuss this matter.

Motion by Mayor Pro-tem Robson, supported by Councilmember Read, to hold a closed door session immediately following the March 9th Council Meeting to further discuss the complaints made against the City Attorney.

AYES: Councilmembers Grano, Relan, Read, Hodges, and Fluitt, and Mayor Pro-tem Robson

NAYS: None

Excused Absence: Mayor Denner

FINANCE REPORT – JANUARY, 2020

Councilmember Hodges presented to Mayor Pro-tem Robson and Council for consideration the invoices exceeding $5,000 for the month of January, 2020 for approval as presented.

The invoices are as follows:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodman</td>
<td>Pros. Atty. &amp; retainer fee</td>
<td>$10,000</td>
</tr>
<tr>
<td>Build Safe</td>
<td>Building Inspector – December</td>
<td>9,600</td>
</tr>
<tr>
<td>Dominion Voting</td>
<td>Ballot Coding</td>
<td>6,935</td>
</tr>
<tr>
<td>J &amp; W Trees</td>
<td>Leaf hauling</td>
<td>57,000</td>
</tr>
<tr>
<td>Green for Life</td>
<td>Rubbish for December</td>
<td>48,484</td>
</tr>
<tr>
<td>GP Clinton Refuse</td>
<td>Refuse disposal – November</td>
<td>19,750</td>
</tr>
<tr>
<td>J &amp; W Trees</td>
<td>City tree work</td>
<td>8,480</td>
</tr>
<tr>
<td>Art Tucker</td>
<td>Lead service replacement</td>
<td>10,550</td>
</tr>
<tr>
<td>Great Lakes Water</td>
<td>Water usage – November</td>
<td>117,279</td>
</tr>
</tbody>
</table>
Great Lakes Water  Waste water – December  151,000
Green for Life  Recycling for January  18,756
Green for Life  Rubbish for January  48,484
J.B. Auto Repair  Partial rebuild truck transmission  5,791
Compass Minerals  Salt for city streets  13,116

Councilmember Hodges explained in detail the unusual invoices and stated there are adequate funds in the budget for these expenses.

Motion by Councilmember Hodges, supported by Councilmember Read, to approve the invoices exceeding $5,000 for the month of February, 2020, as presented in accordance with Section 2.249 of the Charter.

AYES: Councilmembers Grano, Relan, Read, Hodges, and Fluitt, and Mayor Pro-tem Robson

NAYS: None

Excused Absence: Mayor Denner

MANAGER’S REPORT

City Manager Sizeland presented a report summarizing work ongoing in the City.

- Dog Park
- Outreach event scheduled for February 10 at the Tompkins Center
- Hired an Assistant to the Manager
- DTE Gas Main Replacement
- Rocket Fiber
- DPW Facility update
- Census 2020
- Smart Cone
- Safe Routes to Schools
- Water levels
- Recycling contract
- PEG fees
- Snow plowing and sidewalk procedures
- Parks and Recreation Playscape Project

COMMITTEE REPORTS

Ordinance Review:
Councilmember Grano presented a brief overview of the Ordinance Review Committee was held on January 27, 2020. Topics of discussion were the following:
- Dog park ordinance update
- Scheduled meeting for February 24th at 6:00 PM at City Hall
- Small cell antennas placed throughout the City
- Ethics Ordinance will be prepared for the March 9th Council Meeting
- Sustainability Committee requested the Committee be converted to a Commission. The Board stated to maintain the Committee for present

Beautification Commission:
Councilmember Relan presented a brief overview of the Beautification Commission meeting that was held on Wednesday, February 5th. Topics of discussion were the following:

- Holiday lights
- Century Club – There are approximately 90 homes that will be reaching 100 years of age
- Arbor Day Poster Contest is underway
- Plant exchange will be sometime in May

Recreation Commission:
Councilmember Read presented a brief overview of the Recreation Commission meeting that was held on February 5, 2020. Topics of discussion were the following:

Windmill Pointe Park:
- The Park will host Flurries and Fun. This year’s activities are Nerf Mobile games, board game extravaganza and build your own pizza. These events are open to all the Pointes during mid-winter break. Visit the City website for details.
- Dinner with Mary Lou – continues once a month, January through April at the Tompkins Center
- Maintenance and repairs include the terrazzo flooring and the roof at the Tompkins Community Center and landscaping near pier 2.

Lavins Activity Center:
- Phone lines – working to repair or considering replacement
- Lisa Santi – Karate Program – recognition of this wonderful 30 year program
- Guided Meditation – Classes have been very well received
- Camera System – Getting quotes for the entire Lavin’s Center with the gym as the main priority

Marina:
- The City is preparing for another season of high water levels. Boaters have been notified of their options in the event of high water issues
- The City is also exploring a sand berm barrier at Windmill Pointe Park. City engineers will determine what areas would require these to keep the high water out of the park.
- The City continues to assess the effect of a high water season on the electrical and water in the marina as well as the concession stand
Patterson Park:
- Administration is analyzing the data from the dog park sessions. A special recreation meeting will be set for March to review the data and recommendations. Residents and commissioners were seeking clarification regarding the decision-making process and looking to administration for guidance.
- The maintenance issues currently under review at Patterson Park include fencing near the kayak launch due to erosion, gazebo cement work, and boardwalk treads.
- Chad Craig, Supervisor of Parks and Recreation announced that the Grosse Pointe Park Foundation approved a grant for $175,000 for a new playscape.

Other Business:
- The commission also discussed the future of the Farmers’ Market, noting declining attendance and difficulty securing vendors. The Commission discussed that this is a national trend.
- Chad Craig reported that Chilly Fest had over 700 attendees, which was slightly down due to the weather, but was overall a successful event.
- The All Pointes Daddy-Daughter dance will be held on March 21st at South High School. Tickets are on sale through March 13th, at $10 per person and available at the Lavins Center. Residents should be able to purchase online through the website.

Next meeting is scheduled for Wednesday, May 6, 2020 at 7:00 pm in the Tompkins Center.

Sustainability Committee:
Councilmember Fluitt presented a brief overview of the meeting that was held on February 6, 2020. Topics of discussion were as follows:
- Discussions regarding converting Committee to a Commission
- Environmental Company is expected late summer to prepare an audit
- DTE to provide audit of City Hall
- Recycling bins at the park and at the Lavins Center
- Meeting with the Climate Equity person at ECN regarding FCA air quality issues
- Next meeting is scheduled for March 12, 2020.

New/Old Business

Personnel Committee:
Councilmember Hodges presented a brief overview of the meetings recently held. Topics of discussion were the following:
- Grosse Pointe City signed a one-year contract with Director Poloni

Councilmember Hodges inquired if the Park has a current contract for Director Poloni. City Manager stated there is a current contract in force.
New/Old Business

School Board:
Councilmember Relan recommended the Grosse Pointe Park Council schedule a meeting with the Grosse Pointe School Board to discuss the issues related to the schools and Grosse Pointe Park. He stated time is running out and we need to express our dissatisfaction.

Councilmember Read stated unless there is a specific agenda item, a meeting to air our grievance probably will not be very effective.

Art Center:
Councilmember Fluitt stated Rocket Fiber LLC has an informational pamphlet that answers many residents questions. She recommends the Art Center provide a pamphlet outlining the plan to inform residents and possibly answer many of their questions.

Mayor Pro-tem Robson stated the Planning Commission will have a presentation regarding the Art Center.

Councilmember Hodges informed those present that a Community Meeting is scheduled at Atwater on February 12th at 6:00 pm to discuss the Art Center.

PUBLIC COMMENT

City Attorney:
Several residents expressed dissatisfaction with the City Attorney’s statement.

Several residents expressed satisfaction with the overall performance of the City Attorney.

Joe’s Garage:
Resident of Lakepointe inquired about Joe’s Garage.

Trombly School:
Resident of Lakepointe expressed dissatisfaction at the flags that were displayed at Trombly School.

Resident of Beaconsfield stated he read a report that stated young children should not have to walk further than ½ mile to school. The least the School System could do is provide one or two busses.

Boatwells:
Several boatwell tenants stated they received an email from the Recreation Department stating they may want to look for a boat slip in another marina due to the possibility of closing the Grosse Pointe Park Marina due to high water levels.
City Manager Sizeland stated he will verify with the Parks Supervisor that if a boatwell tenant elects to go elsewhere this boating season, they would not lose their slip for next boating season.

Resident expressed concern about the marina budget.

**ROCKET FIBER:**
Resident commented on the permit requirements for Rocket Fiber right-of-way permit

Street Lights:
Resident of Berkshire inquired about upgrading the street lights to LED

**Community Involvement:**
Resident asked Council to consider community involvement for the new playscape at Patterson Park.

With no further business, the meeting adjourned at 9:00 pm