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 garner 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 6th in 200-yard Freestyle, 8th in 100-yard Freestyle and 10th 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 12th in 50-Freestyle and 100-Freestyle, and 21st 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
City Attorney Jake Howlett presented the proposed amendment to the downspout ordinance for approval. The amendment strengthens the ordinance and conforms to similar ordinances in other communities. The purpose of the amendment is to reduce the sudden inflow of rainwater into the sanitary sewer system, the overflow of the drainage system and the resulting pollution of Lake St. Clair, and the reduction of basement flooding. It requires the disconnection of residential rainwater downspouts within the city and prohibits the illicit discharge of storm water runoff from commercial uses into the City’s sewer system. The proposed amendment formalizes the exemption decisions and requests and the appeal process that may result from those decisions. Section 7-16 addresses penalties for non-compliance.

Motion by Councilmember Read, supported by Councilmember Fluitt to approve ordinance 226 gutter and downspout disconnection amendment.

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

**NAYS:** None

Motion by Councilmember Relan, supported by Councilmember Robson to amend motion to modify wording in section 7-16.

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

**NAYS:** None

**UNFINISHED BUSINESS:**

**STORM PROGRESS REPORT AND SEWER SYSTEM STUDY**

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

The City of Grosse Pointe Park has reached out to several entities to coordinated including Wayne County Drain Commission, Detroit Water and Sewerage Department, Great Lakes Water Authority, EGLE, and the Grosse Pointe Public School System.

OHM Advisors Senior Project Manager Valerie Novaes presented an outline of a Grosse Pointe Park Sewer System Study. The Sewer System Study will be utilized in a multiphase approach starting with ongoing public engagement and reporting. The major tasks to be completed as part of this study include the following tasks:

**Task 1: Project Initiation, Data Collection & Mapping** $15,200
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
Total $156,000

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 downsputs 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

________________________________________
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 MAINTENANCE.** GPP will construct, maintain, repair, and keep in good condition the sidewalk shown in Exhibit B(1) and described herein. GPP will
not cause any damage or increased use of the Huntington Property, including the drainage area adjacent to the sidewalk.

3. **WAYBURN QUIT CLAIM DEED.** Huntington agrees to waive its property interest in the property underneath Wayburn Street and quit claim any interest it has in the Wayburn Property to GPP. GPP will vacate the street according to the attached Exhibit B(2), according to the GPP Charter and applicable legal requirements for street vacation. The Quit Claim Deed is attached hereto as Exhibit D. GPP will record the Quit Claim Deed only after the vacation of Wayburn Street is complete. Huntington’s obligation to enter into the easement agreement with GPP shall be contingent upon GPP’s successful vacation of Wayburn Street.

4. **CONSULTATION WITH ATTORNEYS.** The Parties represent and warrant that each of them has undertaken its own investigation of the facts and is relying solely upon its own knowledge and the advice of legal counsel. The Parties further represent and warrant to each other that they have each consulted with independent legal counsel and other advisors to the extent they deemed such consultation necessary or appropriate, and have been provided with a reasonable period of time to consider and execute this Agreement. The Parties, therefore, stipulate and agree that this Agreement shall not be construed against any Party as the drafter thereof. All provisions of this Agreement have been negotiated by the Parties at arms’ length, and no Party shall be deemed the scrivener of this Agreement. The Parties agree and direct that the rule of contract construction providing that ambiguous contract terms should be interpreted against the drafting party shall not apply nor be applied to this Agreement. GPP agrees that it shall pay for and/or reimburse Huntington for all of its attorney’s fees incurred in connection with this Agreement within thirty (30) days of Huntington’s request for payment.

5. **RELIANCE ON REPRESENTATIONS.** Each Party hereby expressly warrants and represents to the other that no promise or agreement that is not expressed in this Agreement has been made to it in executing this Agreement, and that neither Party is relying upon any statement or representation of the opposing Party. The Parties agree and stipulate that each Party is relying upon only the representations and warranties contained in this Agreement in entering into this Agreement. These representations and warranties shall survive the execution of this Agreement indefinitely.

6. **ENTIRE AGREEMENT AND INTEGRATION CLAUSE.** Besides those facts listed in the Background herein, this Agreement integrates the whole of all agreements and understandings of any sort or character between the Parties concerning the subject matter of the Agreement and any other dealings between the Parties, and supersedes all prior negotiations, discussions, or agreements of any sort whatsoever, whether oral or written. There are no representations, agreements, or inducements, except as set forth expressly and specifically in this Agreement. **THERE ARE NO UNWRITTEN, ORAL, OR VERBAL UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS OF ANY SORT WHATSOEVER, IT BEING STIPULATED THAT THE RIGHTS OF THE PARTIES HERETO**
AGAINST ANY OPPOSING PARTY HERETO SHALL BE GOVERNED EXCLUSIVELY BY THIS AGREEMENT.

7. **AMENDMENTS IN WRITING.** This Agreement may only be amended or modified by a written instrument that has been executed by the Parties. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement.

8. **NON-WAIVER.** No waiver by any Party of any condition or of any breach of any term, covenants, representation or warranty contained in this Agreement shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, covenants, representation or warranty contained in this Agreement.

9. **SEVERABILITY.** Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly.

10. **SIGNATURES.** For purposes of this Agreement, and any modifications, facsimile or electronic signatures shall be construed as original. This Agreement may be executed in counterparts.

    [SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, this Agreement is executed as of the date and year as indicated below:

AGREEED AND ACCEPTED:
THE HUNTINGTON NATIONAL BANK

Signature

Printed Name Title

, 2021

Date

AGREEED AND ACCEPTED:
THE CITY OF GROSSE POINTE PARK

Signature

Print Name Title

, 2021

Date
Exhibit A
Huntington Property Legal Description

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

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

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

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

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

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

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

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

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

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

PARCEL 9: Lot 71, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.
PARCEL 10: Lots 72 and 73, of MARYLAND PARK SUB'N, according to the plat thereof as recorded in Liber 34 of Plats, page 95, Wayne County Records.

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

Parcel No. 21001004-8

Commonly known as: 3180 Alter Road, Detroit, MI 48215
Exhibit B(1)
Sidewalk Drawing
Exhibit B(2)
Wayburn Drawing
Exhibit C
Form of Easement
SIDEWALK EASEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Any notice required or given under this Agreement shall be in writing and shall be sent by registered or certified U.S. Mail or by nationally recognized overnight delivery service to the party entitled to receive the same at the address as stated at the beginning of this Agreement or such alternate address as has been furnished in writing to the other party to this Agreement.
This instrument is exempt from real estate transfer taxes pursuant to MCL §207.505(a) and §207.526(a).

[signatures on following pages]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

GRANTOR

THE HUNTINGTON NATIONAL BANK,
a national banking association

By:_____________________________
Name:__________________________
Its: ____________________________

STATE OF ___________ )
COUNTY OF _________ )

The Foregoing instrument was acknowledged before me on ____________ ____, 2021, by _____________________________, the ___________________________ of The Huntington National Bank, a national banking association, on behalf of such association.

______________________________
Notary Public

My Commission Expires: ____________

(signatures continue on following page)
GRANTEE

THE CITY OF GROSSE POINTE PARK, a Michigan municipal corporation

By:

_____________________________

Name:________________________

Its:___________________________

STATE OF MICHIGAN )

) ss.

COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me on ________ _____, 2021, by
_____________________________, ____________________ of The City of Grosse Pointe Park, a Michigan
municipal corporation, on behalf of the City.

____________________________,

Notary Public

__________________ County, Michigan

Acting in __________ County, Michigan

My Commission Expires: __________

DRAFTED BY AND WHEN
RECORDED RETURN TO:
Alexandra E. Dieck
Bodman PLC
201 S. Division Street, Suite 400
Ann Arbor, MI 48104
EXHIBIT A
Grantor’s Property

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

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

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

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

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

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

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

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

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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
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)
Exhibit D
Quit Claim Deed
QUIT CLAIM Deed

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

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

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

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

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

GRANTOR:

THE HUNTINGTON NATIONAL BANK, a national banking association

By:_______________________________________

Name:____________________________________

Its:_______________________________________
Acknowledgment

STATE OF ________ )

) SS

COUNTY OF )

The foregoing instrument was acknowledged before me on ____________________, 2021, by ________________________________, the ________________ ______________ of The Huntington National Bank, a national banking association, on behalf of such association.

________________________________________
Notary Public

My Commission Expires: ________________

Parcel Identification No(s): See Exhibit A attached
Send Subsequent Tax Bills To: Grantee
State Transfer Tax: Exempt
County Transfer Tax: Exempt

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

When recorded return to:
Alexandra Dieck
BODMAN PLC
201 S. Division Street, Suite 400
Ann Arbor, Michigan 48104
EXHIBIT A
Description of Real Estate

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

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

AYES: Councilmembers Relan, Read, McConnell, Hodges, Robson, and Fluitt, 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 provide 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 Fluitt 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.