



AGENDA - City Council

DATE: February 13, 2023 7:00 PM City Council Chambers

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Approval of Consent Agenda
 - I. Approval of January 9, 2023 Minutes
 - II. Committee & Commissions Report
 - III. Appointment for Personnel Committee
 - IV. Finance Report
 - V. CDBG Allocation For Fiscal Year 2023
 - VI. Receive Planning Commission 2022 Annual Report and 2023 Work Plan
 - VII. Wayne County Annual Maintenance Permit Renewal
 - VIII. Finance Director/Treasurer Position Hire
- V. Public Comment (Agenda Items)
- VI. Managers' Report/Public Safety
 - I. Public Safety Department Commendations
- VII. Wayne County Sheriff Washington Guest Speaker
- VIII. Unfinished Business
 - I. Council Comment
- IX. New Business
 - I. Resolution Celebrating Black History Month
 - II. Real Estate Listing Agreement Award
 - III. EERV Sewer Relief Update
 - IV. Kercheval Avenue Rehabilitation Award
 - V. Ordinance #236: Code Amendments
 - VI. Lavins Center Roof Award
 - VII. Beautification Commission Appointment
 - VIII. Approve Right of Way Access and Maintenance Agreement
 - IX. Closed Door- Personnel Review

- X. Council Comment
- X. Public Comment (Non-Agenda Items)
- XI. Adjournment

Public Comment: Public Comments are limited to three minutes.

Live Stream: The meeting will be livestreamed to the Official City of Grosse Pointe Park YouTube Channel.

City Council MEETING - January 9, 2023
7:00 PM

CALL TO ORDER

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

ROLL CALL

The following were present: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

Also present: Nick Sizeland, City Manager; Jane M. Blahut, Finance Director/Clerk; Dan Kelly, City Attorney; Bryan Jarrell, Director of Public Safety; Warren Rothe, Assistant City Manager; and Courtney Delmege, Deputy Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF CONSENT AGENDA

Motion by Councilmember Wiener, seconded by Councilmember Caulfield, to approve the consent agenda consisting of the December 12, 2022 minutes, committee and commissions report, fiscal year 2023 budget revenues/expenses, and the finance report.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

PUBLIC COMMENT (AGENDA ITEMS)

There were no public comments.

MANAGERS' REPORT/PUBLIC SAFETY

City Manager Sizeland presented a brief overview of the status of issues since the last meeting: snow removal; park pass update; DPW update; DDA Civic Campus rendering; and Finance Director/Clerk Blahut's retirement.

Public Safety Director Jarrell presented a brief overview of the following: stop signs; cost recovery ordinance; DPS Fitness room dedication to Lena Carlile; and introduced new public safety officer Emily McGrath.

UNFINISHED BUSINESS:
COUNCIL COMMENT

There were no council comments.

NEW BUSINESS: STATE OF THE CITY

Councilmember Wiener made the following comments regarding the infrastructure committee: acknowledged the hard work of the team; assessed and continuing to assess the infrastructure of Grosse Pointe Park; changing from reactive to proactive; pursuing preventative maintenance; pursued funds and grant opportunities; passed water/sewer millage on November 8, 2022 election; first water main project in decades to be repaired; making progress on the Extreme Emergency Relief Valve with EGLE; improving PASER rating; and committed to further expand communication efforts.

Councilmember Caulfield made the following comments regarding the ordinance review committee: the main focus is to update and add new ordinances; in 2022, five new ordinances have been established and the ordinance book is being reviewed and updated; enforcement of new ordinances is in effect; working on recodification with Muni Code; identifying high priority ordinances; review and update enforcement codes; and begin full ordinance review.

Councilmember Gallagher made the following comments regarding the personnel committee: oversees the performance of the City Manager, City Clerk/Finance Director/Treasurer, and City Attorney; addresses concerns as necessary; measures performance towards goals; provides performance reviews; and the biggest achievement of the year was acquiring the new City Attorney, the Kelly Firm.

Councilmember McMillan made the following comments regarding the public safety committee: increased training opportunities for public safety officers; improvement in command and supervisor training; exploring fundraising opportunities; DPS accreditation goal for 2023; reorganization for DPS retirement; continued recruitment of crossing guards; shared radio costs; and DPS open houses.

Councilmember Brenner made the following comments regarding the community engagement committee: new committee founded in 2022; chose proper streaming service for meetings; provided better communication of infrastructure needs on website; refresh on Communicator; highlighted events throughout the year such as Arbor Day, Home Solar and DTE; showed two films during pride month; Town Hall for lot in front of Ewald Library; discussed demolition turned into Town Hall; redevelopment ready certification process ongoing; 2023 black history month; and more focus on communications for 2023.

Councilmember Caulfield made the following comments regarding the finance committee: familiarized with post and past budgets; meeting with staff diligently; requested profit and loss to understand costs of events; Baker Tilly for water and sewer management; insurance update; defense and legal changes; and identified the needs of other committees.

Councilmember Caulfield made the following comments regarding the marina sub-committee: met four times in 2022; focus on marina - to identify and define what the marina is; instilled a one, three and five year plan including a possible rehab or replacement of the marina; and review and update rules.

Councilmember Relan made the following comments regarding the Beautification Commission: annual beautification awards; century club recognition; business awards; holiday decor awards; plant exchanges; arbor day events; integrated equity to community sustainability; for 2023 the

Beautification Commission is pursuing a resident support offering with new members; and creating a senior citizens advisory board to decipher best forms of community engagement for seniors.

Councilmember Brenner made the following comments regarding the Grosse Pointe Park Business Association: commended founder Joe Hebekka; stated how resourceful and self-sufficient the association is and generally will reach out directly with whomever they need assistance from.

Councilmember Gallagher made the following comments regarding the school board: spoke with the school board in early 2022 requesting Trombly to be reopened; Poupard elementary proposed to be turned into multifamily homes; Trombly has been rezoned/corrected to be zoned as a school municipal building in the City Master Plan; and best of course of action to save Trombly is support school board candidates with same goal. Mayor Hodges commented that it would be inappropriate for the City Council to show support for running school board candidates and that the City Council would work with whomever is in office.

Councilmember McMillan made the following comments regarding the Recreation Commission: oversee and assists with the Marina sub-committee and the Recreation Commission; listen, encourage and debate; revising forms and documents; online registrations; online ticket sales; upgrade and replace Patterson Park playscape with the Grosse Pointe Park Foundation; and renovate or replace Lavins Activity Center roof.

Councilmember McMillan made the following comments regarding SEMCOG: works with county road agencies eligible for federal funds; Councilmember Lev Wood from Grosse Pointe Farms is representing all of the Grosse Pointe's.

Director Rothe made the following comments regarding the Tax Increment Finance Authority Board: explained what the TIFA is and plans for what new members can bring to the table.

Mayor Hodges commented on the following: new board appointments for the DDA; hired a campus design firm; dealt with parking lot issues; new legal attorney; Eastside Community Network attended a gala; worked with Mack Ave business district; Gabrielle's Florist purchased a new area on Mack Ave; Ethics Review Board only had to hear two matters in 2022; Michigan Municipal League helps advance legislation, provided budget relieving matters and professional development conferences; Jefferson East Inc. made progress on regional solutions to infrastructure; Planning Commission is redoing the zoning ordinance with was outlined in the Master Plan and also amended their bylaws.

City Manager Sizeland spoke on the following items: water main project; ARPA funds for Pipetek and sewer televising; DPW separated three alleys; approval of Nickel and Saph insurance company; code rewrite with McKenna; applied for SEMCOG grant for Patterson Park boardwalk; bringing some events to Mack Ave; relationship with City of Detroit to bridge borders; working on succession plan; and new DPW building.

COMMISSION AND BOARD APPOINTMENTS

Motion by Councilmember Wiener, seconded by Councilmember Gallagher, to reappoint Carolyn Byrd, A. Pat Deck and Barbara Miller to the Beautification Commission with full terms ending January 31, 2025.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion by Councilmember Wiener, seconded by Councilmember Relan, to reappoint Kim Clextan, Lisa Kyle, Shellie Hansen, and Alicia Klein to the Beautification Commission with full terms ending January 31, 2026.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

Motion by Councilmember Wiener, seconded by Councilmember Caulfield, to appoint Jody Bruce and Polly Ryan as alternates to the Board of Review with full terms ending December 31, 2025.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

APPROVE PURCHASE AGREEMENT AMENDMENT

In 2019, the City entered into a Purchase Agreement with the Urban Renewal Initiative Foundation for the purchase of a number of properties on Ashland in Detroit known as Joe's Garage. Since the execution of that Purchase Agreement, the Parties have agreed to a number of modifications to the Purchase Agreement but have not memorialized those modifications in a binding agreement. As a result, the City Attorney has recommended entering an Agreement Amending the October 29, 2019 Purchase Agreement to formally memorialize the previously agreed upon modifications to the Purchase Agreement.

Motion by Councilmember Gallagher, seconded by Councilmember Wiener, to approve the agreement amending the October 29, 2019 Purchase Agreement and authorize the City Manager to execute the same.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

RENEWAL CLEMIS AGREEMENT

CLEMIS is an acronym for Oakland County's Courts and Law Enforcement Management Information Systems. It evolved from a batch reporting system to a sophisticated country-wide database with access to all information from participating agencies. Public Safety operations run through CLEMIS from our computer-aided dispatch services to our records management, report writing capabilities and court filings. The agreement is for five (5) years.

Motion by Councilmember Gallagher, seconded by Councilmember Caulfield, to authorize the City Manager and Director of Public Safety to sign the documents to consummate the agreement with Oakland County to provide I.T. Services, including CLEMIS, to the City.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

ORDINANCE #236: CHAPTER 16 AMENDMENT

Ordinance 236 was presented at the recommendation of the City Prosecutor. The amendment, if approved, would increase the penalties described in the City Code Chapter 16, Article III, Section 43, for the crimes of Assault and Assault and Battery (Sec. 16-41) and Domestic Abuse (Sec. 16-42) from "imprisonment for not more than 90 days" to "imprisonment for not more than 93 days."

Motion by Councilmember McMillan, seconded by Councilmember Gallagher, to adopt the proposed amendments to Chapter 16, Article III, Section 43, and direct the City Clerk to publish said Ordinance in accordance with the City Charter and State Law.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

COUNCIL COMMENT

Councilmember Gallagher commented on the following: requested the infrastructure committee to conduct a capacity management study and the impact of storm water off of Alter Rd into Grosse Pointe Parks sanitary sewer lines – Mayor Hodges recommended the request be put into writing and sent to City Manager Sizeland and Councilmember Wiener for consideration; requested action items be shown in meeting minutes – City Attorney Kelly advised there is leeway with minutes and changes should be agreed to by the Council with an official motion – Mayor Hodges reminded Councilmember Gallagher about reviewing the consent agenda and requesting the minutes be moved onto the full agenda if there is a problem the Friday before the meeting – Councilmember Gallagher requested meeting with City Attorney Kelly to discuss what should be in the minutes, City Manager Sizeland stated he would assist; discussed helpfulness of reviewing documents for developments before bringing it before council; referenced prior council training and responsibility of City Manager to spend equal time with each councilmember so each councilmember is aware of what is being presented and what is being voted on; referenced Mayor Hodges comments of questions should be asked prior to the council meetings to the City Manager to then have the opportunity to create discussion around the item in question; if questions are not asked beforehand, it is not logical to ask council members not to ask questions at the meeting; if councilmembers are not going to be transparent prior to the meeting then it is fair and logical to be transparent at the meeting.

Mayor Hodges commented on the following: congratulated the Grosse Pointe Sail Club on their gala celebrating their commodore; extended condolences to the family of Gretchen Valade; Grosse Pointe Park Foundation sent out a letter to all residents requesting donations for the Patterson Park playscape to make it ADA compliant and thanked the Grosse Pointe Park

Foundation for all they do and congratulated them on their new website.

Councilmember Caulfield commented on the following: inquired whether "State of the City" reports should be emailed to City Manager Sizeland; reiterated goals for 2023 for committees to be prepared for the next council meeting; inquired whether the committee liaisons should be reevaluated and realigned or if any new committees should be established.

Councilmember McMillan commented on the following: regarding Councilmember Caulfield's request for council committee realignments, to occur after two years instead of annually.

Councilmember Brenner commented on the following: recommended Councilmember Wiener to continue to stay on the infrastructure committee.

PUBLIC COMMENT (NON-AGENDA ITEMS)

One public comment was made.

ADJOURNMENT

Motion by Councilmember Relan, seconded by Councilmember Gallagher, to adjourn the meeting.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

With no further business, the meeting adjourned at 9:11 pm.



COMMITTEE & COMMISSION REPORTS

DATE: February 13, 2023

Community Engagement Committee Meeting – 1/10/2023

- Art display in City Hall for Black History Month from Artist Angelo Sherman
- Coffee with City Manager at City Hall on January 27th.
- An evening of food and storytelling, Baobab Fare catering at Tompkins Center on February 27th.

TIFA Board Meeting – 1/12/2023

- Approved development agreement with Grosse Pointe Park Business District Improvement Foundation.
- Reviewed results of fall 2022 community survey and discussed process for creating the budget for the upcoming 2024 fiscal year.
- Selected Chair and Vice Chair for 2023.

Planning Commission Meeting – 1/26/2023

- Approved 2022 Annual Report and 2023 Work Plan for submission to the City Council.
- Conducted Zoning Ordinance kick-off with McKenna. Also discussed the community open house which will be scheduled after the next Planning Commission meeting in march at a time where the progress on the zoning ordinance will be further along.



COMMITTEE & COMMISSION REPORTS

DATE: February 13, 2023

Beautification Commission Meeting – 2/01/2023

- Commissioner Renewals & Applications - Kim Clexton, Chair clarified the application and renewal process for commissioners; all renewed commissioners should have an application on file with the City, must sign the oath and be sworn in. The Commission received comments from applicants expressing a desire to be appointed.
- 90 Trees for 90 Years completed planting all of the trees on December 27, 2022.
- Sustainability Committee - commissioners discussed a proposed structure for the new committee and are working to develop its mission and programming for 2023.
- 2022 Event Recap - discussed the November GPPBC Beautification Awards program, the Holiday Decoration Awards and the BCSEM December Quarterly Meeting hosted jointly with the GPC Beautification Commission at the Tompkins Center.
- Public Comments - the commission was addressed by residents who wish to sign up for the Mayor's Monarch Pledge again for 2023; the commission discussed rejoining the pledge and will discuss this again at the March meeting.

Ordinance Review Committee Meeting – 2/07/2023

- Summary to follow after meeting...

Infrastructure Committee Meeting – General Update

- Summary to follow.

Grosse Pointe Park Infrastructure General Updates and Status Report February 2022:

Here are some bullet points of current projects, work and planning is not limited to this.

EERV

Further productive meetings were held with EGLE. EGLE has made some additional recommendations on minor Standard Operating Procedure adjustments as well as slight engineering adjustment to ensure ease of maintenance. The requests have been adopted into the design and plan, this is in conjunction with all of the modeling data that has been requested and supplied.

Jefferson Separation

Engineering survey has been completed. Utility requests have been sent and responses received. We are developing the base plans and starting design for utility crossings at Jefferson Avenue, the project is proceeding at pace.

Mack Water Main Work

Project is proceeding, some material delays have been experienced specifically on hydrants, but adjustments have been made and the project continues as planned.

Sewer Scoping/Clean Out Report

We are awaiting additional bids for our ongoing scoping and clean out of city sewers, we are in the process of acquiring bids that also consider a multi-year ongoing scoping/clean out plan, to finish completely mapping the system as well as ongoing cleaning breaking the city down into regions.

Disconnections and System Drying

St Clair Montefalco has gone out to bid with their large lot separation project with cost estimates coming soon. Additionally, they are doing additional internal building separations, all of this with a goal of completion before the upcoming school year.

Preventative Maintenance Planning

To better continue our work of a more robust preventative maintenance routine. Work has started with DPW to overhaul GPP Preventative Maintenance Scheduling Documentation. Over the year we are working with various personnel to overhaul how our Preventative Maintenance work is documented and scheduled, to have a better framework going forward.

DPW Building

DPW staff is operating out of the building, major equipment and material expected to be moved out on the 13th. The official opening and dedication should be happening sometime at the end of February.

Utility Communication

City continues to engage with various utility suppliers to communicate resident concerns. Progress is also being made on potential cellular upgrades, as potential options become finalized in coming months look for more updates.

Upcoming Meetings

We are working to confirm the date for all parties on our next infrastructure meeting, but expect it to be end of February, possibly the first week of March.



CITY COUNCIL MEETING

DATE: February 13, 2023

SUBJECT: Appointment for Personnel Committee

SUMMARY: Mayor Michele Hodges is recommending to the Grosse Pointe Park City Council to confirm Councilmember Brian Brenner as Personnel Committee Chairman.

FINANCIAL IMPACT: None

RECOMMENDATION: Motion to approve consent agenda.

PREPARED BY: Mayor Michele Hodges

January 2023

Invoices over \$5,000 for Acceptance

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Current Payment</u>	<u>Fiscal year to Date or Project to Date</u>
01/05/23	Art Tucker Excavating	Lead line replacement	8,200	8,200
01/05/23	Detroit Salt Company	Bulk salt for roads	8,284	8,284
01/05/23	Great Lakes Water	Waste water- December	158,700	952,200
01/05/23	Green for Life	Recycle for January	26,325	184,275
01/05/23	Green for Life	Refuse for January	40,001	277,610
01/05/23	Green Meadows Landscape	Lawn maintenance at Parks	16,500	30,000
01/05/23	Jacobs and Diemer, P.C	Legal services	15,079	15,079
01/10/23	GP Clinton Refuse	Refuse disposal- December	17,159	108,004
01/10/23	OHM, Advisors	Engineering services	24,343	98,901
01/11/23	Great Lakes Water	Water charges- November	107,216	653,726
01/11/23	Grosso Trucking & Supply	Leaf removal	57,000	57,000
01/26/23	Ally Financial	2021 Tahoe	13,827	13,827
01/26/23	Baker Tilly Advisors	Water & sewer rate study	10,500	10,500
01/26/23	Ford Motor Company	(2) 2022 Police vehicle	27,482	27,482
01/26/23	Ford Motor Company	2021 Police vehicle	12,340	12,340
01/26/23	Rave Wireless, INC.	Smart 911 system	5,000	5,000
01/30/23	Arbor Pro	Tree maintenance	19,036	88,528



CITY COUNCIL MEETING

DATE: February 13, 2023

SUBJECT: CDBG Allocation For Fiscal Year 2023

SUMMARY: The Department of Housing and Urban Development (HUD) and Wayne County have invited the communities to participate in the Request for Proposals for the Community Development Block Grant (CDBG) 2023 Activities Program. Each participating community will receive \$20,000 to be utilized on qualifying projects and/or public services.

Annually, each community has the option of designating the \$20,000 for qualifying projects and/or a public service of their choice.

Once again, it is the intent of Grosse Pointe Shores, Grosse Pointe Farms, Grosse Pointe City, Grosse Pointe Park, and Harper Woods to allocate \$6,000 of the \$20,000 to *Pointe Area Assisted Transportation Services (PAATS)* and the remaining \$14,000 to *The Helm Life Center* for senior center operations.

City administration is recommending that Council authorize the Administration to submit the City's 2023 CDBG application to Wayne County for inclusion in Wayne County's Annual Action Plan, which is then submitted to HUD.

Attached are the following materials:

- Letter from Peggy Hayes, Executive Director of *The Helm*
- Resolution authorizing the City's application to Wayne County

FINANCIAL IMPACT: Funds are received by the City and passed along to The Helm and PAATS.

RECOMMENDATION: Authorize Administration to submit the City's 2023 CDBG application to Wayne County for inclusion in Wayne County's Annual Action Plan.

PREPARED BY: Warren Rothe, Assistant City Manager



ADDRESS

The Helm — At the John A. & Marlene L. Boll Life Center
158 Ridge Road, Grosse Pointe Farms, MI 48236

PHONE

313.882.9600

WEBSITE

helmlife.org

**SERVING OLDER ADULTS
IN THE GROSSE POINTES AND
HARPER WOODS SINCE 1978.**

January 19, 2023

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**LIFE'S A JOURNEY.
FIND YOUR WAY.**

City of Grosse Pointe Park
Mayor and City Council
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230

To the Honorable Mayor and City Council of Grosse Pointe Park,

The Helm respectfully requests that you consider allocating the \$20,000 in Plan Year 2023 Community Development Block Grant Funding to Senior Services, specifically The Helm Life Center (\$14,000) and Pointe Area Assisted Transportation Services (\$6,000). These two entities provide valuable services for seniors in your community. Pleased consider the following information about your constituents:

- 2,303 Meals on Wheels were delivered to seniors In your city
- GPP residents used PAATS for 1,577 individual trips to medical visits, groceries and pharmacies, banking and other errands

These are only some of the services The Helm and PAATS provides to the residents of your community. Attached please find our most recent Impact Statement. Especially now, as the pandemic continues on, financial support from the cities we serve, will help assure these services remain available to those in need.

Thank you for considering this request.

Sincerely,

Peggy Hayes
Executive Director

**City of Grosse Pointe Park
County of Wayne**

**Resolution Approving Plan Year 2023 CDBG
Application**

WHEREAS, Wayne County is preparing an Annual Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and

WHEREAS, Wayne County has allocated \$20,000.00 to each of the 34 participating communities and requested CDBG-eligible projects for inclusion in the Action Plan, and

WHEREAS, the City of Grosse Pointe Park found that the following projects meet the federal objectives of the CDBG program and are prioritized by the community as high priority need.

<u>Activity</u>	<u>Amount</u>
Senior Services (The Helm Life Center)	\$14,000.00
Transportation Services (PAATS)	\$6,000.00

NOW, THEREFORE, BE IT RESOLVED THAT: the City of Grosse Pointe Park CDBG application is hereby authorized to be submitted to Wayne County for inclusion in Wayne County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and that Nick Sizeland, City Manager, is hereby authorized to execute all documents, agreements, or contracts which result from this application to Wayne County.

Made and passed this 13th day of February 13th, 2023

CERTIFICATION

I, Jane Blahut, the duly authorized Clerk of the City of Grosse Pointe Park, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City of Grosse Pointe Park City Council on February 13, 2023

Jane M. Blahut
City of Grosse Pointe Park, City Clerk
County of Wayne, Michigan



CITY COUNCIL MEETING

DATE: February 13, 2023

SUBJECT: Receive Planning Commission 2022 Annual Report and 2023 Work Plan

SUMMARY: At its January 26, 2023 meeting, the Planning Commission approved the submission of its 2022 Annual Report and 2023 Work Plan to the City Council in accordance with the requirements of the Michigan Planning Enabling Act.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Receive the Planning Commission 2022 Annual Report and 2023 Work Plan.

PREPARED BY: Warren Rothe, Assistant City Manager



**2022 Annual Report of Planning Commission
Activities and 2023 Work Program**

City of Grosse Pointe Park, Michigan

Introduction

The Michigan Planning Enabling Act (MPEA), Public Act 33 of 2008, provides for the creation of the Planning Commission and prescribes the powers and duties assigned thereto. The Michigan Zoning Enabling Act (ZEA), PA 110 of 2006, provides for the adoption of a zoning ordinance, the establishment of zoning districts and the powers and duties of municipal officials, the Planning Commission, and the City Council as it relates to the administration and enforcement of the ordinance.

This report is for submission to the City Council in accordance with the requirements of Section 125.3819(2) of the MPEA as follows: "A planning commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development."

Commission Members

The following members served throughout the 2022 calendar year. Thank you for your service!

- Amy Chesterton
- Patrick Coletta
- Matthew Evans
- Michele Lindsay
- Michele Hodges
- Jimmy Saros
- Katherine Sanpere
- Devan Stachecki
- Michael Vethacke

City Manager Nick Sizeland and Assistant City Manager Warren Rothe provided staff support throughout the year.

2022 Commission Meetings & Attendance

<u>Member</u>	<u>02/10/2022</u>	<u>04/06/2022</u>	<u>06/01/2022</u>	<u>06/06/2022</u>	<u>08/03/2022</u>	<u>10/06/2022</u>	<u>12/07/2022</u>
Chesterton	X	X		X	X		
Coletta	X	X	X	X		X	X
Evans	X	X		X	X	X	
Lindsay	X	X	X	X	X		
Hodges	X	X	X	X		X	X
Saros						X	X
Sanpere	X		X	X	X		
Stachecki							X
Vethacke	X	X	X	X	X	X	X

Responsibilities

The Planning Commission's basic duties and responsibilities include the following:

- Review site plans as required by the Zoning Ordinance.

- Conduct public hearing and make recommendations to the City Council with regard to requests for special use permits and rezonings.
- Conduct public hearings and make recommendations to the City Council regarding amendments to the Zoning Ordinance text & map, and the Master Plan.
- Update and maintain the Master Plan in accordance with the MPEA.
- Review and comment on any proposed Master Plans or Master Plan amendments for other communities as required by the MPEA.
- Provide recommendations on capital improvements as required by the MPEA.

Zoning Ordinance Map Amendments

The following map amendments were recommended for approval by the Planning Commission and subsequently approved by the City Council.

1. Rezoning Application #2022-01 – Request to rezone the following properties from R-D (Two-Family Residential) to P-1 (Vehicular Parking):
 - 1212 Wayburn
 - 1214 Wayburn
 - 1213 Maryland
 - 1217 Maryland
2. Rezoning Application #2022-02 – Request to conditionally rezone the following properties from R-D (Two-Family Residential) to P-1 (Vehicular Parking):
 - 1211 Wayburn
 - 1215/1217 Wayburn
3. Rezoning Application #2022-03 – Request to conditionally rezone the following properties from R-D (Two-Family Residential) to P-1 (Vehicular Parking):
 - 1155 Wayburn
 - 1159/1161 Wayburn
 - 1167 Wayburn

Zoning Board of Appeals

The Zoning Board of Appeals, consisting of the City Council, met once in 2022 to consider and grant following request.

Variance Application #2022-01 – Request to approve the following exceptions for a fence located at 745 Whittier.

- a. Section 27-100(b) – placement of fence in a front-yard
- b. Section 27-100(b) – height variance in excess of six feet

2022 Master Plan Adoption

Working with MKSK, the Planning Commission and City Council adopted a new comprehensive Master Plan for Grosse Pointe Park. The plan was a product of much community engagement both personal and in-person. The City Council reserved its right to have final adoption and adopted the Master Plan on June 13th, 2022. The Planning Commission and City Council thank the entire Grosse Pointe Park community for their support and engagement!

2022 Master Plan Implementation

The 2022 Master Plan contains many recommendations and action items to ensure its successful implementation. The Planning Commission and City Council have started work on the following three items that were listed as high importance in the Plan.

1. Comprehensive Zoning Ordinance Rewrite – A request for proposals was issued to assist in a comprehensive rewrite of the Zoning Ordinance. The Planning Commission and City Council ultimately selected McKenna as the consultant of choice. Work on the new Zoning Ordinance will begin in 2023.

“The City will update its Zoning Ordinance to reflect best practices and implement the goals and strategies in this Master Plan.”

2. Redevelopment Ready Communities Program – The Master Plan calls for the City to obtain certification through the Michigan Economic Development Corporation’s Redevelopment Ready Communities Program. The draft baseline evaluation was being conducted at the end of 2022.
 - a. Goal: *“The City will foster an environment that is supportive of local businesses and work with its partners to attract and retain small businesses, while maintaining a strong local tax base. New and rehabbed buildings will be consistent with the character and historic nature of Grosse Pointe Park.”*
 - b. Objective: *“Develop Grosse Pointe Park as an activity center for residents and location for new investment and business.”*
 - c. Strategy: *“Coordinate with the Michigan Economic Development Corporation (MEDC) to become certified as a Redevelopment Ready Community (RRC) to capitalize on technical assistance and resources that MEDC can provide.”*
3. Review of City-Owned Properties – The City owns several properties and the Master Plan recommended conducting a review of them to ensure they are meeting their highest and best use. A subcommittee of Planning Commission members was appointed and will hold its first meeting in 2023 to begin this work.
 - a. Goal: *“The City will work with its partners to provide efficient and effective public services that are coordinate, equitable, and sustainable.”*
 - b. Objective: *“Identify and prioritize public infrastructure and capital facilities needs.”*
 - c. Strategy: *“Create a Land Management Plan to identify how City-owned properties (commercial and residential) will be used moving forward. Develop Request for Proposals (RFP’s) for the properties to be sold and developed in ways that will benefit the future direction of Grosse Pointe Park.”*

2023 Work Plan

The 2023 Work Plan of the Planning Commission includes taking further action on the items laid out in the *2022 Master Plan Implementation* section of this report. The main focus will be on the zoning ordinance rewrite.



CITY COUNCIL MEETING

DATE: February 13, 2023

SUBJECT: Wayne County Annual Maintenance Permit Renewal

SUMMARY: Annually, the City of Grosse Pointe Park is required to obtain a permit from Wayne County to allow for work to be done that requires the closing or obstruction of a county road. The annual maintenance permit authorizes the permit holder to occupy Wayne County roads for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:

1. Sanitary sewer inspection, repair and routine maintenance;
2. Water main inspection repair and routine maintenance;
3. Storm sewer inspection, repair, and routine maintenance;
4. Application of dust palliatives; and
5. Repair and replacement of existing sidewalks.

As a condition of the municipal annual permit, the County requires that the governing body pass a blanket resolution which accomplishes the following:

1. Agrees to fulfill all permit obligations and conditions.
2. To the extent allowed by law, hold harmless and defend Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity.
3. Designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Attached are the following materials:

- Letter from Wayne County Engineering Division - Permit Office
- Proposed Resolution

FINANCIAL IMPACT: N/A

RECOMMENDATION: Adopt the Resolution authorizing the execution of Wayne County Permits and authorize Nick Sizeland and Tom Jenny as signatories.

PREPARED BY: Warren Rothe, Assistant City Manager



Warren C. Evans
County Executive

December 6, 2022

City of Grosse Pointe Park
15115 E Jefferson Ave
Grosse Pointe Park, MI 48230-1312

RE: A-23144

2023 Annual Permit Package
Wayne County Department of Public Services
Engineering Division – Permit Office

Attention: Tom Jenny

Enclosed is your Wayne County Annual Permit package. In an effort to expedite the process Wayne County DPS Engineering Division Permit Office is combining the Annual Maintenance Permit, Annual Pavement Restoration Permit, and Annual Special Events Permit into on single application.

1. **Annual Maintenance Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:
 - a. Sanitary sewer inspection, repair and routine maintenance;
 - b. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter);
 - c. Other utilities (i.e. natural gas, electric or fiber optic);
 - d. Application of dust palliatives; and
 - e. Repair and replacement of existing sidewalks.
2. **Annual Pavement Restoration Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of pavement repair and restoration.
3. **Annual Permit for Special Events:** The annual permit grants preliminary authorization to a municipality to perform the following:
 - a. Temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
 - b. To use a county road as a detour for traffic around such activity taking place on a non-county road; and/or
 - c. Place a temporary banner within the County right-of-way.



In addition to the Annual Permit, this package also includes the applicable following attachments, which are incorporated by reference into the permit:

- A. Scope of Work and Conditions for Municipal Maintenance Permits, *if applicable*
- B. Annual Special Events Attachment for Municipalities, *if applicable*
- C. Banner Attachment for Municipalities, *if applicable*
- D. General Conditions and Limitations of Permits, *if applicable*
- E. Indemnity and Insurance Attachment, *if applicable*
- F. Model Community Resolution, *if applicable*

As a condition of the municipal annual permit, the County requires that the governing body pass a blanket resolution of approval which accomplishes the following:

- A. Agrees to fulfill all permit obligations and conditions
- B. To the extent allowed by law, hold harmless and defend Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- C. Designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Additionally, the Permit Office requires that each municipality provide a written request on municipal letterhead at least (10) ten business days prior to the commencement of a road closure and/or banner placement. The written request should include all required information as specified in the appropriate attachments, "Annual Special Events for Municipalities" or "Annual Attachment for Banners". Upon approval, the permit office shall issue a permit authorizing the special event activities.

******For all Annual Permits please review the insurance attachment carefully, since the insurance requirements have been recently updated.***

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications Document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

http://www.waynecounty.com/dps/construction_permits.htm

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package.



Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Randa Saghir
33809 Michigan Avenue
Wayne, MI 48184**

Once received, the Permit Coordinator will validate your permit and return an executed copy to you for your files.

The *Scope of Work and Conditions for Municipal Maintenance Permits* requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to **734.595.6356**.

Once received, an executed copy will be returned to you for your files. If you have any questions regarding this Annual Permit, please contact me at **734.858.2757**

Respectfully Submitted,

Randa Saghir
Administration Management

C: file

Attachments: Annual Permit
Scope of Work and Conditions for Municipal Maintenance Permits
Annual Special Events Attachment for Municipalities
Banner Attachment for Municipalities
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____
(name of Community), County of Wayne, Michigan, on _____.

#305299-v2



CITY COUNCIL MEETING

DATE: February 13, 2023

SUBJECT: Finance Director/Treasurer Position Hire

SUMMARY: With Jane Blahut, our Finance Director/City Clerk retiring at the end of March, the City separated the positions of Finance Director/Treasurer and City Clerk to attract candidates to fulfill these positions. City Administration advertised the position, reviewed and interviewed with a panel of Mrs. Ginger Moriarty, and offered her employment subject to Council approval.

Mrs. Moriarty comes from Plymouth Township as their Finance Director, where she has been employed since 2019. Previous positions include working at Plante Moran and spending 8 years as the Deputy Finance Director for the City of Dearborn. Ginger has a Bachelors degree in Business Administration and Accounting Processes from Walsh College School of Accountancy and Business Administration. Mrs. Moriarty is a member of the Governmental Finance Officers Association, a Michigan Certified Public Treasurer and has multiple professional development certificates.

Mrs. Moriarty is skilled in Budget & Audit Management, Cash & Treasury Management, Payroll & Benefits Supervision, Internal Controls, Policy & Procedures, Project Management, Investments and Pension/OPEB with experience in a MERS Community.

We are excited to welcome Ginger to the Grosse Pointe Park team!

FINANCIAL IMPACT: This position was budgeted for in the 2023 Fiscal Year.

RECOMMENDATION: The Finance Director/Treasurer position fulfills the role of the City Comptroller and Treasurer as outlined in the City Charter. These positions are made by appointment of the City Council. A motion by Council to approve Ginger Moriarty as the City Finance Director/Treasurer is being requested.

PREPARED BY: Nick Sizeland, City Manager

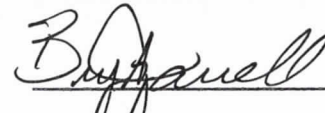
City of Grosse Pointe Park
Department of Public Safety
Department Commendation

Upon the recommendation of the Department of Public Safety, the Director of Public Safety awards a Department Commendation to:

SGT Kevin Remus

Wherein this officer, On July 10, 2022, at 7:45am, officers were dispatched to the 1300 block of Berkshire on a larceny of a bicycle that had just occurred. The homeowner witnessed her bike being taken from the detached garage and gave dispatch a description of the suspect, the bike and last known direction of perpetrator. A check of the immediate area proved negative. Sergeant Remus being persistent, continued his search and located a suspect matching the description given at Warren and Alter Rd. Further investigation found the suspect to be in possession of the stolen bicycle, as well as another bicycle that was stolen in Grosse Pointe Park earlier and had not yet been reported. Detectives secured a confession of several other larcenies committed in Grosse Pointe Park and returned a habitual offender to prison.

The Director of Public Safety directs that this Commendation be entered upon the records of this officer.



Director of Public Safety

City of Grosse Pointe Park
Department of Public Safety
Department Citation

Upon the recommendation of the Department of Public Safety, the Director of Public Safety awards a Department Citation to:

PSO JAMES THOMPSON

Wherein this officer, On February 10, 2022, at 5:45 pm, officers were dispatched to a residence on the 1100 block of Three Mile on a report of a possible family trouble involving a non-verbal young adult with special needs. Upon arrival, officers were met by the mother who stated that her daughter was non-compliant with her medication and was physically assaultive toward family members.

When officers arrived, the individual was extremely agitated and attempted to bite officers. After being restrained, PSO Thompson recognized the seriousness of the situation and asked for the special needs 'Comfort Bag' the department had recently obtained. The bag contained among other items, a weighted blanket and noise cancelling headphones which the young adult took comfort in and within minutes had calmed down to the point she was able to take medication and remain at home. It was with these actions that the situation was able to come to a peaceful conclusion.

The Director of Public Safety directs that this Citation be entered upon the records of this officer.


Director of Public Safety

City of Grosse Pointe Park
Department of Public Safety
Unit Commendation

Upon the recommendation of the Department of Public Safety, the Director of Public Safety awards a Unit Commendation to:

Dispatcher DAWN KELLY

In recognition of his service on **August 3, 2022**

Wherein this officer, On August 3, 2022, at 0300 am, officers on patrol located a group (4) four stolen vehicles driving in the area of Westchester and Windmill Pointe. An attempt was made to stop the vehicles resulting in all the vehicles taking off at a high rate of speed in an attempt to flee the area. Two of the stolen vehicles collided with each other at Maryland and Jefferson and the drivers fled on foot. After a foot chase, one of the suspects was apprehended. A follow up investigation led to the confession and identification of more suspects in the organized car theft ring known as 'The KIA Boys'.

The officers and dispatcher involved acted in unison, as a team and apprehended a wanted violent felon safely and in doing so prevented further vehicle thefts in Grosse Pointe Park.

The Director of Public Safety directs that this Unit Commendation be entered upon the records of this officer.


Director of Public Safety

City of Grosse Pointe Park
Department of Public Safety
Unit Commendation

Upon the recommendation of the Department of Public Safety, the Director of Public Safety awards a Unit Commendation to:

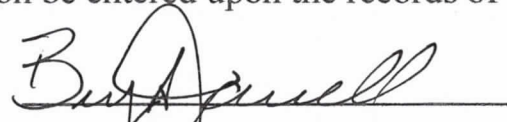
SGT MICHAEL MILLER

In recognition of his service on **August 3, 2022**

Wherein this officer, On August 3, 2022, at 0300 am, officers on patrol located a group (4) four stolen vehicles driving in the area of Westchester and Windmill Pointe. An attempt was made to stop the vehicles resulting in all the vehicles taking off at a high rate of speed in an attempt to flee the area. Two of the stolen vehicles collided with each other at Maryland and Jefferson and the drivers fled on foot. After a foot chase, one of the suspects was apprehended. A follow up investigation led to the confession and identification of more suspects in the organized car theft ring known as 'The KIA Boys'.

The officers and dispatcher involved acted in unison, as a team and apprehended a wanted violent felon safely and in doing so prevented further vehicle thefts in Grosse Pointe Park.

The Director of Public Safety directs that this Unit Commendation be entered upon the records of this officer.


Director of Public Safety

City of Grosse Pointe Park
Department of Public Safety
Unit Commendation

Upon the recommendation of the Department of Public Safety, the Director of Public Safety awards a Unit Commendation to:

PSO ADAM BREMER

In recognition of his service on **August 3, 2022**

Wherein this officer, On August 3, 2022, at 0300 am, officers on patrol located a group (4) four stolen vehicles driving in the area of Westchester and Windmill Pointe. An attempt was made to stop the vehicles resulting in all the vehicles taking off at a high rate of speed in an attempt to flee the area. Two of the stolen vehicles collided with each other at Maryland and Jefferson and the drivers fled on foot. After a foot chase, one of the suspects was apprehended. A follow up investigation led to the confession and identification of more suspects in the organized car theft ring known as 'The KIA Boys'.

The officers and dispatcher involved acted in unison, as a team and apprehended a wanted violent felon safely and in doing so prevented further vehicle thefts in Grosse Pointe Park.

The Director of Public Safety directs that this Unit Commendation be entered upon the records of this officer.


Director of Public Safety

**CITY OF GROSSE POINTE PARK
WAYNE COUNTY, MICHIGAN**

RESOLUTION CELEBRATING BLACK HISTORY MONTH

WHEREAS, President Gerald R. Ford officially recognized Black History Month in 1976, calling upon the public to “seize the opportunity to honor the too-often neglected”; and;

WHEREAS, since 1976, every President has adopted the month of February as Black History Month, an annual celebration of African American achievements and roles in U.S. History; and;

WHEREAS, Black History Month is a time to reflect on the burdens of racial prejudice and explore, understand, and appreciate the identities and cultures across and within the African diaspora; and;

WHEREAS, the City of Grosse Pointe Park recognizes the injustices that African Americans have endured and commends the African American community for the continuous pursuit of overcoming those injustices and changing the course and nature of history; and;

WHEREAS, we honor the prominent leaders and activists who have paved the way for equality and justice, calling our City’s attention to the continued need to battle racism and to build an equitable society; and;

WHEREAS, the City of Grosse Pointe Park, declares February 2023 as Black History Month, and honors the contributions and sacrifices made in building pride in black history and educating all Americans, as well as many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and;

THEREFORE, be it resolved, that we join other organizations throughout the state of Michigan and this country to use this occasion to raise awareness of the hardships African Americans have endured, celebrate the milestones that have been achieved, and continue the unrelenting pursuit of equality and justice for all; and;

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Hodges, and the Grosse Pointe Park City Council, hereby declare February as Black History Month for the City of Grosse Pointe Park on the 13th day of February, 2023.

RESOLUTION DECLARED ADOPTED

Michele Hodges, Mayor
City of Grosse Pointe Park, Michigan

It was moved by Member and supported by Member to adopt the Resolution.
Members Voting Yes:
Members Voting No:

The Resolution was declared adopted by the Mayor and has been recorded in the Resolution Book.

Jane Blahut, City Clerk
City of Grosse Pointe Park, Michigan



CITY COUNCIL MEETING

DATE: February 13, 2023

SUBJECT: Real Estate Listing Agreement Award

SUMMARY: The City of Grosse Pointe Park purchased the former Pitters property located at 2170, 2174, 2180, 2186, 2194, 2226 and 2500 Alter Rd back in 2016 for a total of \$392,000. The Council approved the purchase in June of 2016 and closing on the property occurred in December of 2017. The last payment for the land contract was paid in January 2022.

The property is entirely located in the City of Detroit District Zoning Map 32. Detroit's zoning of the property is primarily (PD) Planned Development District except for one parcel that is zoned R2 Residential. The PD District allows for residential, retail and local services, industrial, mixed use, parks and open space and other uses. The regulations of the district are designed to accomplish this by permitting flexibility in overall development while ensuring adequate safeguards and standards for public health, safety, convenience, and general welfare.

Multiple entities have contacted the City expressing interest in the property and discussions with the City of Detroit revealed they would like to see this property further developed. With future development taking place on Kercheval and Alter Rd, the redevelopment on the corner of Mack and Alter, and future development discussions taking place on properties in the area, the City Council recommended selling the property.

Per the City Charter and Code, a sealed competitive bid process is required to sell real property which council previously waived and authorized the City Manager to bring a listing agreement for council review. The City is recommending Kees Janeway from Iconic Real Estate, Kees has over a decade of experience as a commercial real estate professional with much of his experience in downtown Detroit with a variety of national clients. Kees and Iconic will provide a digital marketing campaign, building/space signage, market rate guidance and space analysis for brainstorming the best uses of the site for development.

FINANCIAL IMPACT: Per listing agreement 6% of Sale to the Realtor which is common for commercial real estate transactions.

RECOMMENDATION: Motion to Approve Listing Agreement with Iconic Real Estate for the sale of 2170, 2174, 2180, 2186, 2194, 2226 and 2500 Alter Rd.

PREPARED BY: Nick Sizeland, City Manager





Grosse Pointe Park Development Site

Alter Rd and Vernor HWY Detroit, Mi



Why **ICONIC**?

ICONIC is a small team that yield big results. Our organization pride's itself on creating unique strategies to produce favorable outcomes within the context of commercial real estate for our clients.

A boutique real estate company with an acute attention to detail, reporting, and accountability to serve all of our clients. **ICONIC** possess a nation-wide reach of experience and connections uniquely positioned at the intersection of industry knowledge and a passion for Detroit.



Breadth of Service

- Bespoke digital marketing campaign - We will create and provide consistent exposure on all of our digital channels (Website, Facebook, Instagram, LinkedIn, Email, and Costar/LoopNet), by creating unique marketing collateral (photography, neighborhood attractions and tenants, future development plans) for distribution.
- Building/Space Signage - We will provide and install appropriate signage at the property. If Landlord is interested in upgrading the signage beyond our intentions- we are always open to have that discussion.
- Market Rate Guidance - We will work with ownership to establish what we and you feel is a fair market rate, keeping in mind various factors such as delivery conditions, term length, creditworthiness, and concept will all ultimately factor into the ending rates.
- Void Analysis/Space Analysis - We will work with ownership to brainstorm various types of uses that are missing within the neighborhood and types of businesses that are well suited to the space(s) or not conducive to the space prior to executing on a recruitment plan.



ICONIC Leadership

KEES JANEWAY

Kees Janeway has over two decades of experience as a commercial real estate professional. The foundation of his career was cast in downtown Detroit, working with a variety of national retail clients traversing the country's malls and high streets. Here he honed his skills in retail and restaurant leasing and furthered his career by joining Taubman Centers, where he was responsible for leasing a 28 national mall portfolio. After leaving the Taubman company, Mr. Janeway's career flourished utilizing his depth of knowledge around the inner workings of commercial real estate and development to assist his clients in buying, selling, managing and leasing commercial assets in the Metro Detroit and National marketplace. He has excelled in leasing dozens of **ICONIC** food beverage entertainment uses in the city of Detroit. A track record for producing results, a passion for his industry, and a network compiled of the best in the industry supply his insatiable hunger for high quality transactions. His passion for Detroit led him to partner with Jacob Sworski to create **ICONIC** in early 2017 – Detroit's premier full service commercial real estate brokerage.





ICONIC Leadership

JACOB SWORSKI

Jacob Sworski brings a broad range of commercial real estate experience to the **ICONIC** team. His knowledge of Metro Detroit and the greater South-Eastern Michigan marketplace are unrivaled. Throughout the past two decades he tailored his practice to servicing clients who need an in-house real estate department without the expense. His commitment to excellence, hard work, mentorship and knowing every detail of every deal separate him from the rest. Jacob has expertise in investment sales, tenant and landlord representation for both retail and office clients, and the track record to prove it. After outgrowing his previous firm, Jacob joined forces with Kees Janeway to create **ICONIC** in 2017.





ICONIC Associate

PETAR ELIEFF

A graduate of Seidman College of Business at Grand Valley State University, Petar joined the **ICONIC** Real Estate team in 2021. Petar focuses on the retail and office sectors. As a proud resident of metro Detroit for 18 years, Petar loves the city of Detroit and everything it has to offer. Petar works intimately with the firm's managing partners, Kees Janeway and Jacob Sworski, on all aspects of deal activity, including prospecting, analyzing, negotiating, and closing transactions. His tremendous work effort and passion shine through in and everything he does. Petar's practical experience by implementing his tremendous work ethic alongside and an exorbitant thirst for learning the industry. Rest assured, if Petar has the honor of working with you, no stone will go unturned, no angle not pursued, and no deadline would be too soon. Mr. Elieff's hunger doesn't wane at deals, as a foodie, he is constantly seeking out Detroit's best bites and experiences.



TWO RESIDENTIAL DEVELOPMENT LOTS FOR SALE

1 - 2.75 ACRES



CONTACT

JACOB SWORSKI

Jacob@ICONICdet.com

PETAR ELIEFF

PElieff@ICONICdet.com

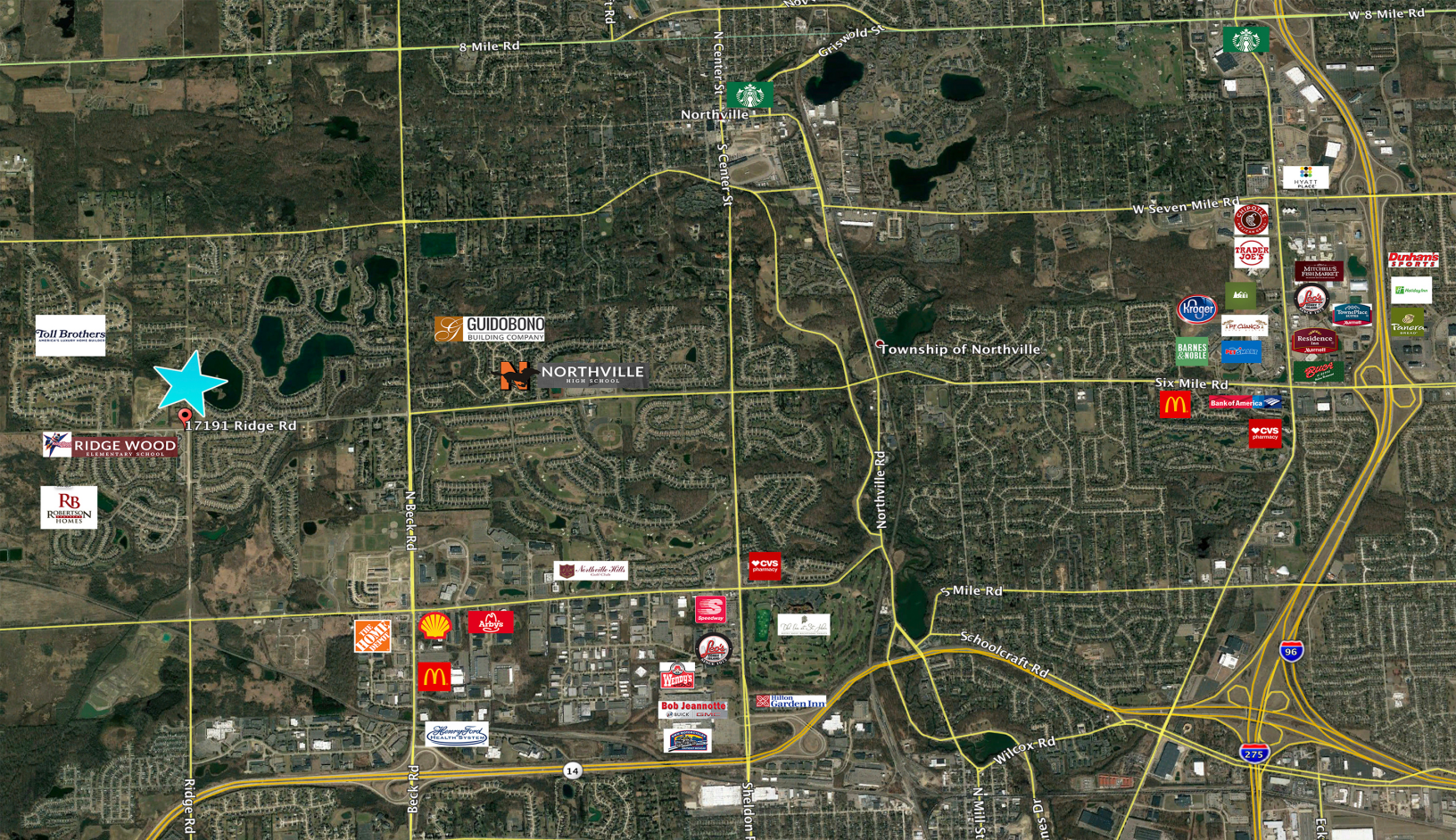
313.603.**ICON**

17191 RIDGE ROAD
NORTHVILLE, MI 48168

PROPERTY FEATURES

- Development opportunity for up to 5 lots
- Across from prestigious Stonewater a multi-million dollar subdivision
- 2 Parcels that could be combined as 1
- Highly regarded Northville School District
- Walking distance from Ridgewood Elementary School
- 3.9 miles to downtown Northville, 5.5 miles to downtown Plymouth
- City Sewer & Water at the road
- Asking Price: \$275,000.00/\$325,000.00





DEMOGRAPHICS

DISTANCE	POPULATION	AVERAGE AGE	TOTAL HOUSEHOLDS	HH INCOME
1 MILE	5,533	39.20	1,867	\$170,409
3 MILE	26,035	44.50	9,457	\$150,589

DAILY TRAFFIC COUNTS

ROADS

6 MILE ROAD/RIDGE RD E

DAILY TRAFFIC

5,855

RIDGE RD/CARRIAGE WAY E

3,763



EXCLUSIVE LISTING AGREEMENT
(FOR SALE OF PROPERTY)

This Exclusive Listing Agreement (this "Agreement") is executed as of February __, 2023, by and between _____, LLC a Michigan Limited Liability company, ("Owner") and **ICONIC REAL ESTATE** ("Broker") for a period of one (1) year expiring on _____, February , 2024.

RECITALS

A. Owner is the owner of a certain parcel of property improved with a industrial building (the "Building") commonly known as _____ (together with the Building, the "Property") and which is more particularly described on Exhibit "A" attached hereto; and

B. Owner desires to appoint Broker as the exclusive agent of Owner with respect to the leasing of space located at the Property (the "Premises") and Broker desires to accept such appointment.

AGREEMENTS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Appointment and Listing Terms.

(a) Owner hereby grants to Broker the exclusive right, for a period commencing on February __, 2023 and ending 12 months thereafter, to offer the Premises for sale, in accordance with the terms of this Agreement. After the initial term, this Agreement shall automatically renew on a month to month basis until either party terminates this Agreement by 30 days written notice to the other party. In the event Owner enters into an agreement for the sale of the Property during the term of this Agreement, any earned commissions shall be paid in accordance with the terms of this Agreement and further, Broker shall be paid a commission for the sale of the Property during the term of this Agreement, with such commission set forth in Paragraph 2 below. The Premises shall be offered for Sale on market terms (or upon such other terms to which Owner may hereafter consent). Notwithstanding the foregoing, the acceptance of any offer to purchase or lease the Premises, including an offer on the above terms, is subject to Owner's sole and absolute discretion and may be rejected by Owner for any reason without liability or obligation to Broker.

2. Commission.

(a) If Owner enters into any lease with a tenant of the Building or Property, then, in consideration for Broker's Leasing Services (as hereinafter defined) provided hereunder, Owner shall pay to Broker, and Broker shall receive, a fee (the "Base Leasing Fee"), in an amount equal to six percent (6%) of the base rent payable during the term of such lease.

(b) If Owner enters into an agreement for sale of the Property during the term of this Agreement, Owner agrees to pay Broker a sales commission (the "Fee") upon closing date of the sale which shall be calculated as follows: six percent (6%) of the Gross Sales Price for the Property. As used in this Agreement, "Gross Sales Price" means the total consideration for the purchase and sale of the Property, including but not limited to, cash, debt assumed by purchaser, purchase money financing provided by Owner, and securities received by Owner.

(c) The Leasing Fee shall be payable as follows with respect to each lease upon full execution of the Lease.

(d) If Owner enters into a lease with respect to the Premises within one hundred eighty (180) days after the termination of this Agreement with any prospective tenant to whom Broker has presented the



premises, and Broker has provided to Owner a list containing the name of such prospective lessee or its affiliates within sixty (60) days after the termination of this Agreement, then Owner shall pay Broker the commission stated in subparagraph 2(a) hereof with regard to such lease.

3. **Licensing and Cooperating Brokers.** Broker warrants that it is a duly licensed real estate broker in the State of Michigan and shall perform no act which shall cause Owner to become liable for a total commission resulting from the lease of the Premises payable to any person, including Broker, in excess of that set forth in paragraph 2 hereof.

4. **Broker's Duties.** Broker shall actively promote the lease of the Premises and shall provide the following services (collectively, the "Leasing Services"):

- (a) inspect the Premises and secure information concerning the Premises;
- (b) afford Owner the full benefit of Broker's judgment, experience and advice in respect to the policy to be pursued in leasing the Premises;
- (c) respond to and cooperate with other brokers;
- (d) promptly deliver all offers (both oral and written) received by Broker with respect to the lease of the Premises;
- (e) to the extent requested by Owner, assist Owner in the negotiation of the terms of prospective agreements for the lease of the Premises;
- (f) place "Available" signs on the Property, provided Broker shall not publish, display or distribute any advertisement or publicity release concerning the Premises without first obtaining approval of such matter by Owner; and provided, further, Owner shall be entitled to approve and limit the design, size, content and location of any "Available" signs for the Premises;

5. **Owner's Cooperation.** Owner shall cooperate fully with Broker in Broker's efforts to lease the Premises and shall permit Broker to have reasonable access to the Premises for the purpose of obtaining information or showing the Premises and shall provide Broker with such information and data and copies of documents as Broker may reasonably require.

6. **Consent to Dual Agency.** Broker represents tenants looking for properties, including properties which may be similar to the Property. If a potential tenant represented by Broker becomes interested in the Property, a dual agency will be created. Broker may be the agent of both the prospective tenant of the Property and Owner in a transaction. In such a dual agency situation, Broker will not be able to disclose all known information to either the prospective tenant of the Property or the Owner. As a dual agent, Broker will not be able to provide the full range of fiduciary duties to the prospective tenant of the Property or to the Owner. Having read and understood the foregoing, Owner hereby authorizes and consents to such dual representation, and will consider offers made by potential tenants represented by Broker.

7. **Indemnification.** Owner covenants and agrees to indemnify, defend and hold harmless Broker and its members, managers, shareholders, directors, officers, employees and agents, from and against any and all liabilities, lawsuits, claims, demands, damages, judgments, costs and expenses (including, without limitation, reasonable attorney fees and expenses), in law or in equity ("Claims"), which may be asserted or recovered by or against any of the such indemnified parties arising out of: (i) any default under this Agreement by Owner; (ii) any claim made against Broker due to any acts or omissions of Owner, its employees, agents or contractors, (iii) any claim made against Broker arising from the condition of the Property, including but not limited to zoning and availability of access or utilities, and (iv) the presence of any hazardous substances at the Property, including but not limited to the presence of any PCBs, asbestos, toxic or contaminated materials or underground tanks (collectively, "Hazardous



Substances”), whether or not known to Owner, and the Property’s failure to be in compliance with applicable environmental laws. Owner hereby releases and forever discharges Broker, its directors, officers, employees, agents, successors and assigns from any and all Claims, for or on account of or in any manner connected with Hazardous Substances in, on or about the Property and the violation of any federal, state or local law, statute, ordinance or regulation, any court or administrative order or decree or private agreement relating to the collection, storage, treatment or disposal of Hazardous Substances. This Section shall survive the expiration of the term hereof and shall be in addition to any other rights that Broker may have at common law or otherwise.

8. **Representations.** Owner hereby represents and warrants that (i) it is the owner of the Property, (ii) it has the legal authority to execute this Agreement, (iii) no person or entity has any right to purchase the Property or to acquire any interest therein by virtue of option or right of first refusal, (iv) Owner will furnish Broker with pertinent information regarding the environmental status of the Property, and environmental reports pertaining to the Property, and (iv) neither Broker nor any salesperson affiliated with Broker has made any promise or representations to or agreements with Owner not contained herein which in any manner affect Owner’s and Broker’s rights and obligations under this Agreement.

9. **Referral of Inquiries.** During the term of this Agreement, Owner shall refer to Broker any and all offers for and inquiries about the Premises. Broker shall diligently investigate each such offer or inquiry as well as other inquiries or offers received or directed to Broker and will use its best skills and efforts to procure a lessee for the Premises.

10. **Entire Agreement, Modification and Assignment.** This Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment or alteration of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. Broker may not transfer or assign any of its rights, obligations, privileges or interests under this Agreement without the prior written consent of Owner. Owner may assign all of its rights, obligations, privileges or interests under this Agreement to any affiliate, subsidiary or related entity of Owner.

11. **Independent Contractor.** Except for the real estate brokerage agency created hereby, Broker's relationship to Owner is that of an independent contractor only, and Broker is not a partner, joint venture, broker or employee of Owner. Owner shall not be held responsible for the collection and payment of taxes or contributions of any nature on behalf of Broker.

12. **Notices.** Any notice or demand given hereunder shall be in writing and shall be given either personally or by certified mail, postage prepaid or by overnight courier and addressed as follows:

If to Owner: _____

Attention: _____

If to Broker: Iconic Real Estate
450 W Fort St,
Detroit, MI 48226
Attention: Kees Janeway

Broker shall concurrently deliver a copy of any notice to Owner to any other person or entity designated by Owner so long as Owner has provided the name and address thereof to Broker. The date of service of the notice or demand shall be the date of actual personal service or the postmark on the certified mail or the next business day after delivery to an overnight courier, as the case may be. Either party hereto may designate a different address for the receipt of notice by a written notice served upon the other party in accordance with this provision.



13. **Severability.** Each provision of this Agreement is intended to be several. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

14. **No Personal Liability.** Broker shall not have any personal liability under this Agreement.

15. **Miscellaneous.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Michigan without application of conflicts of laws or choice of law provisions. Time is of the essence with respect to each provision of this Agreement. Broker shall comply with all applicable rules, regulations, statutes and anti-discrimination laws with respect to the discharge of Broker's duties hereunder. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A copy of a signature received through telefax transmission or other electronic means (including files in Adobe .pdf or similar format) shall bind the party whose signature is so received, and shall be considered for all purposes, as if such signature were an original.

IN WITNESS WHEREOF, this Exclusive Listing Agreement is executed as of the day and year first above written.

OWNER:

[_____, a _____]

By: _____

Name: _____

Title: _____

BROKER:



ICONIC REAL ESTATE

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

memorandum

Date: February 9, 2023

To: Nick Sizeland, City Manager

cc: Tom Jenny, Department of Public Works Supervisor

From: Patrick M. Droze 

Re: Three Mile Drive Sewer Relief System Update

Earlier this week, the City of Grosse Pointe Park was issued a Part 41 for the Construction of the Emergency Relief Sewer Relief System (aka EERV) project. The permit marks an important step in the advancement of this critical infrastructure project. The permit allows the City to move forward with construction activities necessary to provide the interconnect between the low level sanitary trunk sewer system and the stormwater pumping station at Patterson Park. As part of permit coordination, there were several changes to the design that have been updated on the construction drawings. This included:

- Shifting the sluice gate structure north of the park fencing line into the Essex Street right of way.
- Elimination of a dewatering system upstream of the check valve. In lieu of this, an additional access manhole will be installed to facilitate inspection and after-event pump down.
- Additions of a flow monitoring manhole located north of the check valve for use in recording event activity.

Next Steps

With the pipeline design and gate structures completed, OHM proposes that the City move forward with construction bidding of the project for spring construction. The project has been estimated in the past at \$2M. The scope of work includes the construction of 800 feet of concrete sewer pipe, four manholes and two chamber structures. Within the chambers, a sluice gate and check valve will be installed. The bidding documents would also include a motorized sluice gate actuator as well as a small enclosure to house the actuator, electrical panel and venting. This will be located immediately north of the existing park fence line. The sum of these items will allow for operation of the system from the pumping station.

The work will also have surface impacts to portions of Patterson Park, particularly along the main drive entrance. This work will result in temporary removal of the driveway as pipe is installed and backfilled. The project will also impact several trees as well as adjacent lawn areas and landscaping. These will be restored after the project has been completed. The project will also require the reconstruction of the Essex and Three Mile Drive intersection due to the connection point with the low level sanitary sewer system.



Future Upgrades

The following are additional items that follow as potential future projects to enhance the EERV improvement.

Task	Summary	Timeframe
In System Elevation	Installation of permanent, real-time level monitoring devices within the collection system at key elevations. Depending on cellular connectivity, these may also include hard-wire modem connections.	Summer 2023
Electrical Panel Upgrades	Upgrades to the existing electrical panel within the Patterson Park Pumping Station. The updates include HMI upgrades, backup system improvements and additional I/O for future expansion	Design and Contractor Onboarding: March 2023 Delivery and Implementation: January 2024
SCADA Integration	Updates to the City SCADA systems to accommodate the addition of level sensors, flow meters and gate actuator motors. This will enhance offsite monitoring and operation capabilities.	Design work with Kennedy Industries: Summer 2023 Implementation: January 2024
7th Motor Upgrades	To help boost the pumping capacity of the Patterson Park station, an additional 135 CFS pump is proposed to help better align pumping capacity with inflow during extreme event operations. This will require significant station electrical upgrades, pump purchase and installation.	Implementation: To be determined based on available funding.



February 8, 2023

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

Attention: Nick Sizeland
City Manager

Regarding: Kercheval Avenue Rehabilitation from Balfour to Bedford
Recommendation Letter
OHM Job No.: 7508-22-0030

Dear Mr. Sizeland:

Bids for the Kercheval Avenue Rehabilitation project were received, opened and read aloud at 11:00 AM on Tuesday, February 7, 2023, at the City of Grosse Pointe Park offices. Bids were received from four (4) bidders, with the bid pricing ranging from \$675,247.84 to \$738,676.50, as shown on the attached tabulation. The low bid was received Florence Cement Company located at 51515 Corridor, Shelby Township, MI 48315 in the amount of \$675,247.84. The low bid amount is approximately 1 % above the engineer's opinion of probable cost. The project is funded in part via a \$415,000 MDOT grant.

OHM contacted several references for current and past projects and received favorable responses for projects in the City of Grosse Pointe where the contractor performed asphalt rehabilitation work. OHM has also had favorable experiences working with Florence. Based on the submitted bid and positive references, it is recommended that the Kercheval Avenue Rehabilitation from Balfour to Bedford contract be awarded Florence Cement Company in the amount of \$675,247.84.

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

Sincerely,
OHM Advisors, Inc.

A handwritten signature in black ink, appearing to read "Patrick M. Droze", written over a horizontal line.

Patrick M. Droze, P.E.
Project Manager

encl: Bid Tabulation

cc: Tom Jenny, Department of Public Works Supervisor
Alex Blehm, P.E., OHM
File



CITY COUNCIL MEETING

DATE: February 13, 2023

SUBJECT: Ordinance #236: Code Amendments

SUMMARY: During the legal review of our current Code by Municode, several sections of the Code were identified for further review. Three of these sections include:

- Chapter 9: Elections
- Chapter 19: Secondhand Goods
- Chapter 25: Vehicles for Hire

These sections have been reviewed by the City Administration and the City Attorney and a revision/relocation of Chapter 9 and a complete repeal of Chapters 19 and 25 is recommended. The Ordinance Committee met on February 7th, 2023 and unanimously voted that these changes be adopted by the City Council.

Chapter 9: Elections - This section of the Code is just over a page and describes the geographic limits of the City's election precincts. Michigan Law requires that precincts be established by resolution of a municipality's Election Commission, not by ordinance. However, the City Charter requires that precincts be established by Ordinance. This is a conflict with state law. The City Attorney has prepared language that will reconcile this conflict. The proposed language ordains that precincts shall be determined by Resolution of the Election Commission. Furthermore, this language was moved into the existing Administration Chapter of the City Code. This was done to avoid having an entire Chapter of our Code consist of a single sentence.

Chapter 19: Secondhand Goods - Although this Chapter is titled "*Secondhand Goods*", in practice it defines "*transient junk dealers*" and establishes licensing requirements for them. Much like Chapter 9, it is a single page of our Code. Transient junk dealers and their activities are regulated in the recently updated Solicitor Ordinance that was adopted by the City Council on October 17, 2022. As a result, Chapter 19 is no longer needed.

Chapter 25: Vehicles for Hire - This Chapter was first incorporated in the 1957 code. In the decades since, municipal authority to regulate taxicabs has been preempted by State Law. Many of these laws were passed during the rise of Uber and other ride-sharing services. Furthermore - and even more practically - the presence of taxicabs as originally contemplated in the Code are not nearly as prevalent (or are completely absent) in the Park as they were in the mid 1900s. It is for these reasons that Chapter 25 is recommended to be repealed from the Code.

Attached you will find Ordinance #236 as prepared by the City Attorney.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Motion to adopt Ordinance #236 as presented.

PREPARED BY: Warren Rothe, Assistant City Manager

**CITY OF GROSSE POINTE PARK
COUNTY OF WAYNE
STATE OF MICHIGAN**

Ordinance No. _____

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GROSSE POINTE PARK BY REPEALING, REPLACING, AND MOVING SECTION 9-1 OF CHAPTER 9 OF THE CITY CODE TO CHAPTER 2 TO CONFORM WITH STATE LAW AND THE CITY CHARTER AND REPEALING CODE CHAPTERS 19—SECONDHAND GOODS AND CHAPTER 25—VEHICLES FOR HIRE.

THE CITY OF GROSSE POINTE PARK ORDAINS:

- Section 1.** Chapter 19 – Secondhand Goods, of the Code of the City of Grosse Pointe Park is repealed.
- Section 2.** Chapter 25 – Vehicles for Hire, of the Code of the City of Grosse Pointe Park is repealed.
- Section 3.** Chapter 2 – Administration, of the Code of the City of Grosse Pointe Park is amended to now include Art. VII – Elections, and shall read as follows:

Chapter 2

ADMINISTRATION¹

Art. I. In General, §§ 2-1 -- 2-15

Art. II. Administrative Service, §§ 2-16 -- 2-165

- Div. 1. Generally, §§ 2-16 -- 2-35
- Div. 2. City Manager, §§ 2-36 -- 2-45
- Div. 3. Office of Clerk, §§ 2-46 -- 2-55
- Div. 4. Office of Comptroller, §§ 2-56 -- 2-65
- Div. 5. Office of Assessor, §§ 2-66 -- 2-75
- Div. 6. Office of Treasurer, §§ 2-76 -- 2-85
- Div. 7. Department of Health, §§ 2-86 -- 2-95
- Div. 8. Department of Public Safety, §§ 2-96 -- 2-105
- Div. 9. Department of Police, §§ 2-106 -- 2-116
- Div. 10. Department of Fire, §§ 2-117 -- 2-130
- Div. 11. Department of Public Service, §§ 2-131 -- 2-140
- Div. 12.

¹ **Charter references**-Powers, § 2.2; elections, Ch. 3; organization of government, Ch. 4; administrative service, § 4.6; officers and personnel generally, Ch. 5; the council, Ch. 6; legislation, Ch. 7.

Cross references-Any ordinance prescribing the number, classification or compensation of any city officers or employees save from repeal, § 1-4(10); court, Ch. 8; elections, Ch. 9; licenses, Ch. 13; offenses against public administration, § 16-26 et seq.; special assessments, Ch. 20; utilities, Ch. 23.

Department of Personnel, §§ 2-141 -- 2-150
Div. 13. Department of Law, §§ 2-151 -- 2-165

Art. III. Boards and Commissions, §§ 2-166 -- 2-215

Div. 1. Generally, §§ 2-166 -- 2-175
Div. 2. City Planning Commission, §§ 2-176 -- 2-190 Div. 3. Board
of Zoning Appeals, §§ 2-191 -- 2-200 Div. 4. Merit System Board,
§§ 2-201 -- 2-215
Div. 5. Recreation Commission, §§ 2-206 -- 2-208
Div. 6. Beautification Commission, §§ 2-209 -- 2-211

Art. IV. Employee Merit System, §§ 2-216 -- 2-235 Art. V.

Finance, §§ 2-236 -- 2-260

Div. 1. Generally, §§ 2-236 -- 2-245
Div. 2. Purchasing, Contracting and Selling Procedure, §§ 2-246 -- 2-260

Art. VI. Downtown Development Authority, §§ 2-261 -- 2-270

Art. VII. Elections, §§ 2-271

Section 4. Chapter 9 of the Code of the City of Grosse Pointe Park is amended to now be Chapter 2, Article VII, Section 2-271 of the City Code, which shall now read as follows:

ARTICLE VII. ELECTIONS²

Sec. 2-271. Precinct Boundaries.

(a) The territory comprising the City shall consist of one ward containing one or more precincts. The number and boundaries of precincts shall be determined by Resolution of the Election Commission. (Code 1957, § 1.30-1.38; Ord No. _____ § _____, 2-13-23).

² **Charter reference**-Elections, Ch.3.

Cross references-Administration, Ch.2; election records kept by city clerk, S 2-48.

State law reference-Michigan election laws, MCL 168.1 et seq., MSA 6.1001 et seq.



CITY COUNCIL MEETING

DATE: February 13, 2023

SUBJECT: Lavins Center Roof Award

SUMMARY: The Lavins Center roof at Windmill Pointe Park is in need of repair as it has come to the end of its life span of 20 years, the last time a complete roof was done in 2003. Tom Jenny of Public Works reviewed the proposals provided for by Parks Director Craig to determine the best course of action and services provided. With the qualifications and proposals received, Public Works recommends Schena Roofing and Sheet Metal. Schena will provide a two year warranty and 20 Years manufacturers labor and material warranty with the attached proposal and has experience in rubber roofs which provides flexibility with extreme temperatures the Lavins Center Roof receives.

FINANCIAL IMPACT: Schena Roofing and Sheet Metal **\$172,935** Recommended Award for the EPDM Re-Cover Roof System.

This includes a rubber urethane that is glued together and is with the current roof. The proposal for \$158,972 runs the risk of not matching material is fused together and additional maintenance.

Bloomfield Construction **\$192,545**

Royal Roofing **\$226,800**

\$180,000 has been budgeted for in Capital Improvements

RECOMMENDATION: Motion to approve the bid submitted by Schena Roofing and Sheet Metal for the amount of \$172,935.

PREPARED BY: Nick Sizeland, City Manager



February 3, 2023

Levins Activity Center
14920 Windmill Pointe Dr.
Grosse Pointe Park, MI 48230

Attn: Chris

Re: Roof Replacement- Approx. 14,800 SF

At your request we have prepared a proposal for the installation of a new roof system on (2) sections on the building location at the above-mentioned address. Our proposal is based on installing a re-cover style roof system. Please see the following scope of work and proposal pricing. We provide the following:

Scope of Work: TPO Re-Cover Roof System

- Remove all loose aggregate via roof vacuum services.
- Remove all flashings as per manufacturers recommendations and properly dispose of.
- Install (1) layer of 1" Poly-Isocyanurate insulation mechanically attached per manufacturers recommendations over the existing roof system.
- Install 60- Mil TPO membrane mechanically attached per manufacturers recommendations.
- Flash all walls, curbs, and penetrations with TPO membrane.
- Flash all roof drains using existing drain hardware. If hardware is damaged or otherwise deemed unusable, retro-fit drain inserts may be used on a unit cost basis of \$550.00 each.
- Install new 24-gauge pre-finished galvanized metal copings. (Approx. 477 LF standard colors-TBD)
- Install new 24-gauge pre-finished galvanized metal counter flashings. (Approx. 63 LF standard colors-TBD)
- Install TPO walkway pad at roof access and under sleepers of (2) condenser units per manufacturers recommendations.
- Remove and properly dispose of all roofing related debris.
- Provide a 2-year Schena and 20-year manufacturers labor and material warranty.

Cost to complete the above mentioned: **\$158,972.00**

☐ YES ☐ NO

28299 Kehrig Drive, Chesterfield, MI 48047
O: 586-949-4777 F: 586-949-8080
www.schenarroofing.com

Levins Activity Center

February 3, 2023

Page 2 of 5

Scope of Work: EPDM Re-Cover Roof System

- Remove all loose aggregate via roof vacuum services.
- Remove all flashings as per manufacturers recommendations and properly dispose of.
- Install (1) layer of 1" Poly-Isocyanurate insulation mechanically attached per manufacturers recommendations over the existing roof system.
- Install 60- Mil EPDM membrane adhered per manufacturers recommendations.
- Flash all walls, curbs, and penetrations with EPDM membrane.
- Flash all roof drains using existing drain hardware. If hardware is damaged or otherwise deemed unusable, retro-fit drain inserts may be used on a unit cost basis of \$550.00 each.
- Install new 24-gauge pre-finished galvanized metal copings. (Approx. 477 LF standard colors-TBD)
- Install new 24-gauge pre-finished galvanized metal counter flashings. (Approx. 63 LF standard colors-TBD)
- Install EPDM walkway pad at roof access and under sleepers of (2) condenser units per manufacturers recommendations.
- Remove and properly dispose of all roofing related debris.
- Provide a 2-year Schena and 20-year manufacturers labor and material warranty.

Cost to complete the above mentioned: **\$172,935.00**

☐ **YES** ☐ **NO**

Levins Activity Center
February 3, 2023
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Exclusions/ Clarifications

- The above proposal is based upon a mutually agreed site set-up plan.
- Any electrical, mechanical, or plumbing work needed to complete the roofing project is the sole responsibility of the building Owner.
- The above proposal is based upon (8) normal working hours Monday – Friday.
- Metal colors are to be chosen by the Owner from manufacturers' standard colors.
- Proposal pricing is guaranteed for 15 days from receiving proposal.
- Permits are included in the above proposal pricing.
- Any structural certifications needed for the permitting process are not included and is the responsibility of the Owner.
- Any additional insulation required beyond the above mentioned is not included.
- Any conduits mounted to the decking, either above or below, that impedes the roofing process may result in additional labor charges for slowdowns as well as any and all costs associated with the removal, repair, or other damages as a result are to be the sole responsibility of the owner as Schena Roofing will not be held responsible.
- Any snow removal necessary for the roofing process is not included and will be billed as an extra.
- The roofing industry is facing material shortages and extended lead times. Materials are priced at the time shipping and NOT at the time of order. Any cost increases between these times is not included and unfortunately will be passed on to the Owner.
- Any wet or damaged insulation found in the existing roof assembly will be replaced on a T&M basis.

Thank you very much for this opportunity. Please feel free to contact me if you have any questions.

Sincerely,
Schena Roofing and Sheet Metal Co., Inc.

Robert Bittner

Project Manager

28299 Kehrig Drive, Chesterfield, MI 48047
O: 586-949-4777 F: 586-949-8080
www.schenaroofing.com

Levins Activity Center
February 3, 2023
Page 4 of 5

Accepted by:

Customer Authorized Signature

Date: _____

Printed Name and Title of Authorizing Signature

Billing Entity Name / Contact Info: _____

Address: _____

Project Site Contact: _____
(name, phone number, email)

Customer agrees and acknowledges that Schena's Terms and Conditions, incorporated herein, shall apply to and govern this agreement between Schena Roofing and Sheet Metal Co., Inc. ("Schena") and Customer.

Schena Roofing and Sheet Metal Co., Inc.'s Standard Terms and Conditions

Schena Roofing & Sheet Metal Co., Inc. ("Schena") and the customer identified in the Proposal ("Customer"), collectively referred to as "Parties," agree to the following terms and conditions to this agreement ("Agreement"):

1. **Standard of Care:** Schena represents and warrants that it will perform all work in a workmanlike manner in accordance with standard practices in the location where the work is being performed. Customer agrees and acknowledges that wrinkling is a normal condition which may occur with new installation of mechanically attached single-ply membranes, and that most wrinkles will dissipate within the first year of installation. Schena is not liable for any oil canning conditions in sheet-metal installations. Unless excluded in Schena's Proposal, and pursuant to and limited by Schena's Roofing Warranty Provisions, incorporated herein by reference, Schena provides Customer a **two-year warranty** on workmanship concerning roof replacements performed by Schena or a **one-year warranty** on workmanship concerning service work performed by Schena, **BUT EXPRESSLY DISCLAIM ANY AND ALL OTHER WARRANTIES FROM SCHENA, WHETHER EXPRESS OR IMPLIED IN NATURE, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.** All warranty claims must be submitted to Schena in writing within that respective one-year or two-year period or are waived by Customer. Schena hereby assigns to Customer any warranties furnished by material manufacturers to the extent Schena is permitted to assign such warranties. The Parties acknowledge and agree that Schena does not owe a warranty to Customer concerning material, except if and to the extent that Schena assigns a material warranty from the material manufacturer to Customer.

2. **Scope of Work:** Schena's scope of work is fully set forth in its Proposal and will be performed within a reasonable amount of time. Should Schena perform any extra work, should there be any changes to the work, should there be an increase in material costs, and/or should there be a differing site condition (including unanticipated concealed conditions or conditions of an unusual nature), Schena shall be entitled to an equitable adjustment to the contract sum and time from Customer. Unless otherwise provided in the Proposal, Customer shall be responsible for any required architectural and/or engineering services.

28299 Kehrig Drive, Chesterfield, MI 48047
O: 586-949-4777 F: 586-949-8080
www.schenaroofing.com

Levins Activity Center

February 3, 2023

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3. **Payments:** Customer agrees to pay Schena in full within 15 days of receiving an invoice for the work, unless otherwise agreed to in writing in Schena's Proposal. Late payments shall be subject to a time-price differential of 1.5% per month. Should Schena have to initiate any action or claims to collect overdue payments from Customer, Schena shall be entitled to recover from Customer all collection costs and fees, including attorney fees.

4. **Insurance:** Schena represents that it maintains commercial general liability insurance and workers' compensation insurance. Customer shall maintain property insurance, including coverage for fire, tornado, and other necessary insurance. Should any damages be covered by Customer's property insurance, Customer waives any rights to subrogation against Schena and its employees, contractors, and agents.

5. **Governing Law and Forum:** This Agreement shall be interpreted under and governed by Michigan law. Customer hereby waives any claim against Schena in any way related to mold and agrees that Customer's sole rights against Schena for defective work, including any breach of warranty, is for Schena to cure its defective work within a reasonable amount of time. Any dispute between the Parties shall exclusively be in state court in Michigan. The Parties agree that any claims Customer has against Schena, whether in contract, warranty, tort, or otherwise, shall be filed in the proper court no later than two years after Schena completes its work on the project, otherwise such claims are hereby waived.

6. **Representations:** Prior to roof installation, Schena will visually inspect the surface of the roof deck for obvious visual defects, but is not obligated to perform any further inspections. Schena is not responsible for any structural deficiency, quality of construction of others (including compliance with FMG criteria), undulations, fastening, or moisture content of the roof deck or other trades' work design. Schena is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, or adequacy of drainage or ponding on the roof due to structural conditions. Customer represents and warrants that structures on which Schena is to work are in sound condition and capable of withstanding roofing construction, equipment, and operations. Customer further represents that it is aware that roofing products emit fumes, vapors, and odors during the application, and Customer shall take all necessary action to protect any person from these emissions.

7. **Force Majeure:** Schena shall have no liability for failure or delay in performing obligations set forth in this Agreement, and Schena shall not be deemed in breach, if such failure or delay is due to natural disasters, strike, lockout, other industrial or transportation disturbances, pandemic or epidemic, law, regulation or ordinance, riot or public disturbance, or any causes beyond the reasonable control of Schena.

8. **Indemnity:** Customer shall defend and indemnify Schena for any claim, liability, damages, losses, or expenses arising in any way out of Customer's negligence, fault, or breach of contract duties.

9. **Integration:** This Agreement, including Schena's Proposal and Schena's Roofing Warranty Provisions, constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or written with respect to the subject matter hereof, including all work performed by Schena for Customer. Should there be any irreconcilable conflict between the terms in this Agreement and terms in the Roofing Warranty Provisions, the Terms in this Agreement and terms in the Roofing Warranty Provisions, the Terms in this Agreement shall govern.



CITY COUNCIL MEETING

DATE: February 13, 2023

SUBJECT: Beautification Commission Appointment

SUMMARY:

Beautification Commission - Appointment to fill Vacancy for Full Term Ending January 31, 2026

Diane MacConnachie

FINANCIAL IMPACT: NA

RECOMMENDATION: Review and consider approval of the Mayor's proposed appointment to the vacant position on the Beautification Commission.

PREPARED BY: Nick Sizeland, City Manager



City of Grosse Pointe Park

Board and Commission Application

First Name: Diane

Last Name: Mac Connachie

Address: [REDACTED]

City/State/Zip: G.P.P. / MI / 48230

Home Phone: [REDACTED]

Cell Phone: [REDACTED]

Email: [REDACTED]

RECEIVED
JAN 30 2023

AREAS OF INTEREST

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

BY: CMU

☐ Downtown Development Authority

☐ Tax Increment Finance Authority

☒ Beautification Commission

☐ Parks and Recreation Commission

☐ Planning Commission

☐ Board of Review

☐ Ethics Review Board

☐ Other: _____

☐ Other: _____

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

☐ City Website

☐ Social Media

☒ Other: member of beautification commission

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

☐ YES

☒ NO

Why do you want to serve on this board and/or commission?

(Please attach an additional page if more space is needed)

Desire to work with the Beautification Commission on projects to improve and/or maintain the physical appearance of the public areas within Grosse Pointe Park. Acknowledge (recognize) the city's residences and businesses who promote/maintain exceptional aesthetics of their exterior property areas.



City of Grosse Pointe Park

Board and Commission Application

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

- Computer Adept
- Avid Gardener — #1 This April taking classes via MSU program to become Master Gardener

ADDITIONAL INFORMATION

Please briefly summarize the following information:

Education History

- Assoc. Degree Registered Nurse from U of D / Grace Nursing Program 1978
- High School Diploma 1975

Occupation (if retired list former occupation)

- Admin Asst. Grosse Pte. Park for Building Dept. 2009-2022
- Critical Care Nurse - 1978 - 1995

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

- Member of Grosse Pte. Garden Club - enrolled this 11/2023
- Helped out with past GPC Garden Tours
- Taught Religious Ed. at St. Ambrose Church - 2000 - 2009
- (Manager of Squirt Hockey Team) for G.P. Bulldogs Hockey Assoc. - 1999 - 2001

15115 EAST JEFFERSON AVENUE • GROSSE POINTE PARK • MICHIGAN • 48230 • 313.822.6200

- Election Chairperson for OPP - 2012 to 2021



City of Grosse Pointe Park

Board and Commission Application

CITY CHARTER REQUIREMENTS

Registered to vote in the City of Grosse Pointe Park?

☒ Yes

☐ No

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

24 years - moved to GPP March / 1998

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

☐ Yes

☒ No

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

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

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

☐ Yes

☐ No

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

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

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

Are you a resident within the TIFA and/or DDA?

☐ Yes

☐ No



City of Grosse Pointe Park

Board and Commission Application

APPLICATION CERTIFICATION

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

Signed and completed applications can be returned via email to clerk@grossepointepark.org or by US mail to: City of Grosse Pointe Park

ATT: City Clerk

15115 East Jefferson Ave.

Grosse Pointe Park, MI 48230

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

I consent for City of Grosse Pointe Park to verify the information provided.

Diane M. Macomber

1/30/23

Signature of Applicant

Date



CITY COUNCIL MEETING

DATE: February 13, 2023

SUBJECT: Approve Right of Way Access and Maintenance Agreement

SUMMARY: The review of the proposed site plan for the parking lot that will be constructed in the 1200 block of Wayburn and Maryland behind the old Janet's Lunch restaurant has been completed. The plan was found to meet all requirements of the Zoning Ordinance and a Building Permit is ready to be issued by the Department of Public Services.

Before the permit is issued, there is one component of the design that requires approval from the City Council. Specifically, a five-foot encroachment in the alley right-of-way. The applicant, Janet's Real Estate LLC – in addition to repaving the alleyway with brick pavers – is proposing to reduce the width of the alleyway by five feet. This will create a more pedestrian-friendly space, while still allowing for vehicular traffic. The *Maintenance Area* as it is called in the Agreement will specifically contain a variety of trees, plants, and other greenery along with required curbing and hardscape features.

Public rights-of-way are under the control of the City. Only the City Council can permit this encroachment. The City Attorney has prepared the attached Right of Way Access and Maintenance Agreement to ensure that the proper authority, protections, and overall usage of the right-of-way are maintained as currently proposed by the applicant.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Approve the Access and Maintenance Agreement as presented and authorize the City Manager to sign the document.

PREPARED BY: Nick Sizeland, City Manager

RIGHT OF WAY ACCESS AND MAINTENANCE AGREEMENT

JANET'S REAL ESTATE, LLC.

This Right of Way Access and Maintenance Agreement (the "Agreement") is made and entered into this ____ day of _____, 2023, by and between Janet's Real Estate, LLC, a Michigan Limited Liability Company, (the "Developer") with its principal offices located at 1901 St. Antoine Street, 6th Floor, Detroit, MI 48226, and the City of Grosse Pointe Park (the "City"), a Michigan municipal corporation, whose address is 15115 E. Jefferson Ave., Grosse Pointe Park, MI 48230.

RECITATIONS:

WHEREAS, Developer owns land in Grosse Pointe Park, Wayne County, Michigan, described on the attached **Exhibit A** (the "Property"); and

WHEREAS, Developer has proposed and submitted Plans and other materials to the City Planning Commission to obtain final Site Plan approval (**Exhibit B: Site Plan**) to construct a parking lot (the "Development"). The approved site plan includes an encroachment on a portion of City-owned alleyway, which shall be approved upon execution of this Agreement, and Developer has agreed to improve and maintain (the "Maintenance Area") and manner detailed in the plan attached as Exhibit C for the Term, as defined herein.

WHEREAS, the Developer has offered to provide, and the City is willing to accept, in consideration for granting approval for the alleyway encroachment, certain assurances to the City that such improvements will be properly completed and maintained in compliance with the City's Zoning Ordinance, Developer's approved Site Plan. Such assurances include execution of this Agreement containing the provisions set forth below.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I
TERMS

NOW, THEREFORE, based upon the terms and conditions set forth herein and in consideration of the mutual promises and assurance provided herein, the Parties do hereby agree as follows:

1. *Purpose.* For the purpose of ensuring that certain improvement(s) for the Development will be completed and maintained pursuant to this Agreement in consideration for the City's issuance of building permits and any other approvals, and that such completion and maintenance occur in accordance with the City's Zoning Ordinance, and Developer's approved Site Plan.

2. *Financial Responsibility.* It is understood that during the Term, all physical improvements and repairs to the Maintenance Area, as set forth herein, shall be at the sole cost and expense of Developer, subject to any express limitations set forth in this Agreement.

3. *Term:* The term of this Agreement (the "Term") shall commence on the date of this Agreement and continue for five (5) years thereafter, and shall automatically extend for additional 5 (five) year terms, unless terminated or extended pursuant to the following:

- a. The City may terminate this Agreement prior to the end of any 5-year Term in the event the City has determined that improvements within the Maintenance Area are necessary to service City Residents. The aforesaid may include widening of streets or sidewalks and relocation of water or sewer facilities. In the event the City elects to terminate this Agreement pursuant to this section, it shall deliver to the other party written notice of such election at least thirty (30) days prior to the date on which termination shall be effective.
- b. The Parties may terminate this Agreement at any time upon mutual written agreement signed by both Parties.

4. *The Property Subject to this Agreement.* The Property subject to this Agreement includes the Property described in Exhibit "A," and all buildings and structures located thereon.

5. *Approval.* Developer agrees to obtain approval of this Agreement by, and where necessary obtain a Subordination Agreement from, any lienholder, finance lender, or any other individual or entity with an interest in the Property. Copies of such Agreement(s) shall be provided to the City Public Services Department upon request.

6. *Improvement and Use of the Property.* Developer shall improve and/or develop the Property in accordance with the City's Ordinances, including, but not limited to, the Zoning Ordinance; in compliance with the drawings and specifications as set forth on the attached Site Plan, including all applicable infrastructures, streets, roads, sidewalks, landscaping, and other public utilities necessary for the operation of the Development on the Property. By entering into

this Agreement, to the extent not already reviewed and approved, the City has not waived any review or approval of the drawings or specifications related to the proposed improvements, except as specifically set forth in this Agreement.

7. Improvement Changes. Any changes to the Maintenance Area, except as contemplated by this Agreement, are subject to the prior approval of the City. Developer shall not install or construct in the Maintenance Area any structure, fixture, furniture, or equipment (including but not limited to signs, lighting, fixtures, shades, canopies, or awnings) as may obstruct or in any way encroach upon the Maintenance Area except as set forth in Exhibit C or otherwise properly permitted by the City.

8. Rights of City. The parties understand that this Agreement in no way limits the property rights of the City with regard to the Maintenance Area.

9. Certain Maintenance Obligations of Developer. During the Term, Developer shall be responsible for the improvement and maintenance activities set forth on Exhibit C.

10. Insurance. Developer covenants and agrees, at its sole cost and expense, to maintain or cause to be maintained for the mutual benefit of it and the City comprehensive general liability insurance on an occurrence form against claims for bodily injuries (including, but not limited to, death) or property damage (including, but not limited to, destruction) at any time occurring in the course of or resulting from work carried out by Developer upon, in or about the Maintenance Area, at combined single limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars(\$2,000,000.00) in the aggregate. Such insurance coverage shall name the City of Grosse Pointe Park as an additional insured and shall provide that the same may not be cancelled or materially modified without prior written notice by certified mail to the City to the attention of City of Grosse Pointe Park City Manager. Said coverage may be evidenced by a certificate of insurance issued upon so-called “blanket” coverage, or by either a certificate or the original of an insurance policy effecting such coverage. The insurance shall be primary and any such insurance or self-insurance maintained by the City shall be secondary and non-contributory and excess. Developer shall be responsible for payment of all deductibles relating to such insurance. The provisions requiring Developer to carry or cause to be carried such insurance shall not be constructed as waiving or restricting the liability of Developer under this Agreement.

11. Ownership. Developer has represented to the City, understanding that the City is relying upon these representations as conditions for entering into this Agreement, that as of the date of execution of this Agreement, all of the land subject to this Development Agreement is owned solely and exclusively by Developer as set forth above.

12. Agreement. Developer’s proposed plans seek an encroachment into the east-west alleyway to the south of the proposed Development. Developer understands that the public alleyway shall remain the property of the City and, as such, the City shall have access to the alleyway, including the area that the Developer plans to encroach upon, to ensure that the area is properly maintained. Developer shall be responsible for regular care and maintenance of the area and shall hold the City harmless and indemnify in any action related to the encroachment. In the event any litigation filed as a result of the City allowing the encroachment and reduction in size of the alleyway, and the City is found by a Court of competent jurisdiction to be in violation of any

state law or local Ordinance, the Developer shall immediately restore the current size and condition of the alleyway and shall hold the City harmless and indemnify the City for any cost related thereto including, but not limited to, attorneys fees and expenses and any costs related to restoration.

13. Law. Developer acknowledges and understands that by entering into this Agreement, the City is not waiving any requirement of the City's Ordinances, regulations, planning requirements, or other applicable State or local standards, other than those expressly set forth herein. Developer understands and agrees that the proposed drawings attached hereto do not constitute a waiver by the City of any City Ordinance, regulation, planning procedure, site plan review and approval, or any other federal, State, or local road commission, or other applicable law or standard. The City has not waived any right or standard for its review of the future development of the Janet's Real Estate, LLC Parking Lot. Developer shall comply with all State laws and City Ordinances in effect at the time of entering into this Agreement, and except to the extent already granted in any approved site plan and the drawings or specifications attached, there shall be no exceptions and/or variances therefrom, except as those which are expressly agreed to by the Parties, in writing, on approval of the respective boards and/or commissions that would have responsibility for any exceptions and/or variances from the requirements.

14. Development Permits, Inspections, and Approvals. Developer shall obtain from the City and/or other governmental bodies all permits, inspections, and approvals that are necessary for the development of the Property. Any waiver of any permit, inspection, and/or approval requirements must be in writing and signed by the respective governmental unit issuing the permit, inspection, and/or approval.

15. Amendments to this Agreement. This Agreement may only be amended by the mutual consent of the Parties hereto or their successors in interest, in writing, signed by the Parties' authorized representatives.

16. Default. In the event Developer has failed to comply with this Agreement and provided the City has given Developer thirty (30) days' written notice of default, and Developer has not come into compliance with the terms of this Agreement within thirty (30) days of receipt of such written notice, the City shall have the authority, but shall not have the legal obligation, to take one or more of the following actions:

- a. If any repair or restoration is necessary then the City may take immediate steps to repair or restore the alleyway to its original condition. In such accounting, the City shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the Developer.
- b. The City may bring legal action to enforce this Agreement and, if this occurs, the Developer shall be responsible for any and all costs associated with the same, including, but not limited to, attorneys fees.

17. Additional Liability. Developer shall also be liable for any costs and expenses incurred by the City, as well as any costs and expenses, including reasonable attorney fees, incurred by the City in any action and/or litigation to enforce or collect such funds and/or to otherwise secure completion, maintenance, or restoration of the improvements as set forth in this Agreement,

or restoration, in accordance with the terms of this Agreement. The liability of Developer in such regard, if unpaid after thirty (30) days of a billing sent to Developer at its last known address, may be secured by the City recording a lien on the Property, effective as of the date the City is authorized to proceed with the completion and/or maintenance of improvements, or restoration, as provided in this Agreement, and all such unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes according to the laws made and provided for the collection of delinquent real property taxes.

18. Indemnification. The Developer shall indemnify, defend, and save harmless the City, and its agents, consultants, employees, and officers from all suits and actions for damages of every name and description brought or claimed against them for, or on account of, any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said Developer, and its servants, agents, or employees, in the prosecution of the work, and from any and all claims arising under the Workman's Compensation Act of the State of Michigan.

19. Building Permits and Certificates of Occupancy. The City shall also have the right to withhold issuance of Building Permits and Certificates of Occupancy for any unit or units in the Development in the event of a failure to properly complete or maintain any improvement within or for the Development, regardless of whether the Developer is the named applicant for such permit or Certificate of Occupancy.

20. Successors and Assigns. This Agreement is for the exclusive benefit of the parties stated herein and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person. Notwithstanding the aforesaid, Developer shall have the right, without requiring the City's consent to assign this Agreement to any purchaser of the Parcel or any affiliate of Developer; provided that if Developer assigns this Agreement to any unaffiliated third party purchaser of the Parcel, Developer shall notify the City in writing no later than thirty (30) days after such assignment, and the City may, by written notice to Developer within forty-five (45) days after receiving such notice from Developer, terminate this Agreement. Unless terminated as provided above, this Agreement shall be binding upon the parties' successors and assigns and shall be recorded within thirty (30) days of execution by Developer with the Wayne County Register of Deeds.

21. Notices. Unless specifically provided otherwise by this Agreement, any notice, demand, request, consent, approval, or communication, in which a signatory party is required to, or may give to, the other signatory party hereunder, shall be in writing and shall be delivered or addressed to the other Party at their address set forth below or to such other address as such Party may, from time to time, direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to have been given or made when communicated by personal delivery, by independent courier service, by facsimile, or by electronic communication, or if by mail, on the fifth (5th) business day after the deposit thereof in the U.S. Mail, postage prepaid, registered, or certified, addressed as hereinafter provided. The Parties shall make reasonable inquiries to determine whether the name or titles of the persons listed in this Agreement should be substituted with the name of the listed person's successor.

All notices, demands, requests, consents, approvals, or communications to Developer shall be addressed to:

Janet's Real Estate, LLC.
1901 St. Antoine Street, 6th Floor
Detroit, MI 48226

All notices, demands, requests, consents, approvals, or communications to the City shall be addressed to:

City Manager
City of Grosse Pointe Park
15115 E. Jefferson Ave.
Grosse Pointe Park, MI 48230

22. Entire Agreement. There are no promises, agreements, conditions, or understandings, oral or written, expressed or implied, among these Parties relative to the matters addressed herein, other than those set forth in this Agreement or the Exhibits hereto.

23. Delay in Enforcement. A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement.

24. Construction. The Parties agree that each Party and its respective counsel have reviewed this Agreement and agree that the general rule of contract construction that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto.

25. Assignment. Except as specifically provided herein, neither Party to this Agreement may assign its respective rights and responsibilities hereunder to any other individual or entity without the express written consent of the other Parties, provided, however, with respect to any sale of the Property there shall be no consent required with respect to the Purchaser of all or any portion thereof, but the assurances and obligations contained herein shall continue as to the new Purchaser and said assurances and obligations contained herein shall run with the land.

26. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

27. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original as such counterparts shall constitute one and the same instrument.

28. Termination. This Agreement shall terminate only by operation of the provisions of this Agreement.

29. No Deemed Waiver. Failure of a Party to exercise any right under this Agreement shall not be deemed a waiver of such right and shall not affect the right of such Party to exercise at a future time, said right or any other right it may have thereunder.

30. Severability. If any term or provision hereof shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions. The Parties agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with the provisions of State or federal law, this Agreement shall be amended to the extent necessary to make it consistent with State or federal law and the balance of the Agreement shall remain in full force and effect.

31. Authority. Each Party confirms that it has undertaken all actions necessary for approval of this Agreement and that the person signing this Agreement has the absolute authority to bind Developer and the City.

32. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver by the City of governmental immunity or any other applicable legal or equitable defense to any claims brought against the City by any person or entity whatsoever, arising from the terms of this Development Agreement or Developers' use or occupancy of the Property.

[SIGNATURE PAGE TO FOLLOW]

SIGNED:

CITY OF GROSSE POINTE PARK

By: Nick Sizeland
Its: City Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Nick Sizeland, City Manager of the City of Grosse Pointe Park, a Michigan municipal corporation, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

SIGNED:

JANET'S REAL ESTATE, LLC
a Michigan Limited Liability Company

By:
Its: Authorized Representative

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, the Authorized Representative of Janet's Real Estate, LLC, a Michigan Limited Liability Company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

Exhibit A
Developer's Property

Real Property Lot No. 1:

1212 Wayburn, Grosse Pointe Park MI, 48230

Property ID: 39 007 16 0062 001

Legal Description: Lot 62, "Schiappacasse's Subdivision, as recorded in Liber 37, Page 61 of Plats, Wayne County Records.

Real Property Lot No. 2:

1214 Wayburn, Grosse Pointe Park MI, 48230

Property ID: 39 007 16 0062 002

Legal Description: Lot 63 and the Northerly 6.0 feet of Lot 62, Schiappacasse's Subdivision, according to the plat thereof as recorded in Liber 37, Page 61 of Plate, Wayne County Records.

Real Property Lot No. 3:

1213 Maryland, Grosse Pointe Park MI, 48230

Property ID: 39 007 16 0091 000

Legal Description: Lot 91, Schiappacasse's Subdivision, as recorded in Liber 37, Page 61 of Plats, Wayne County Records.

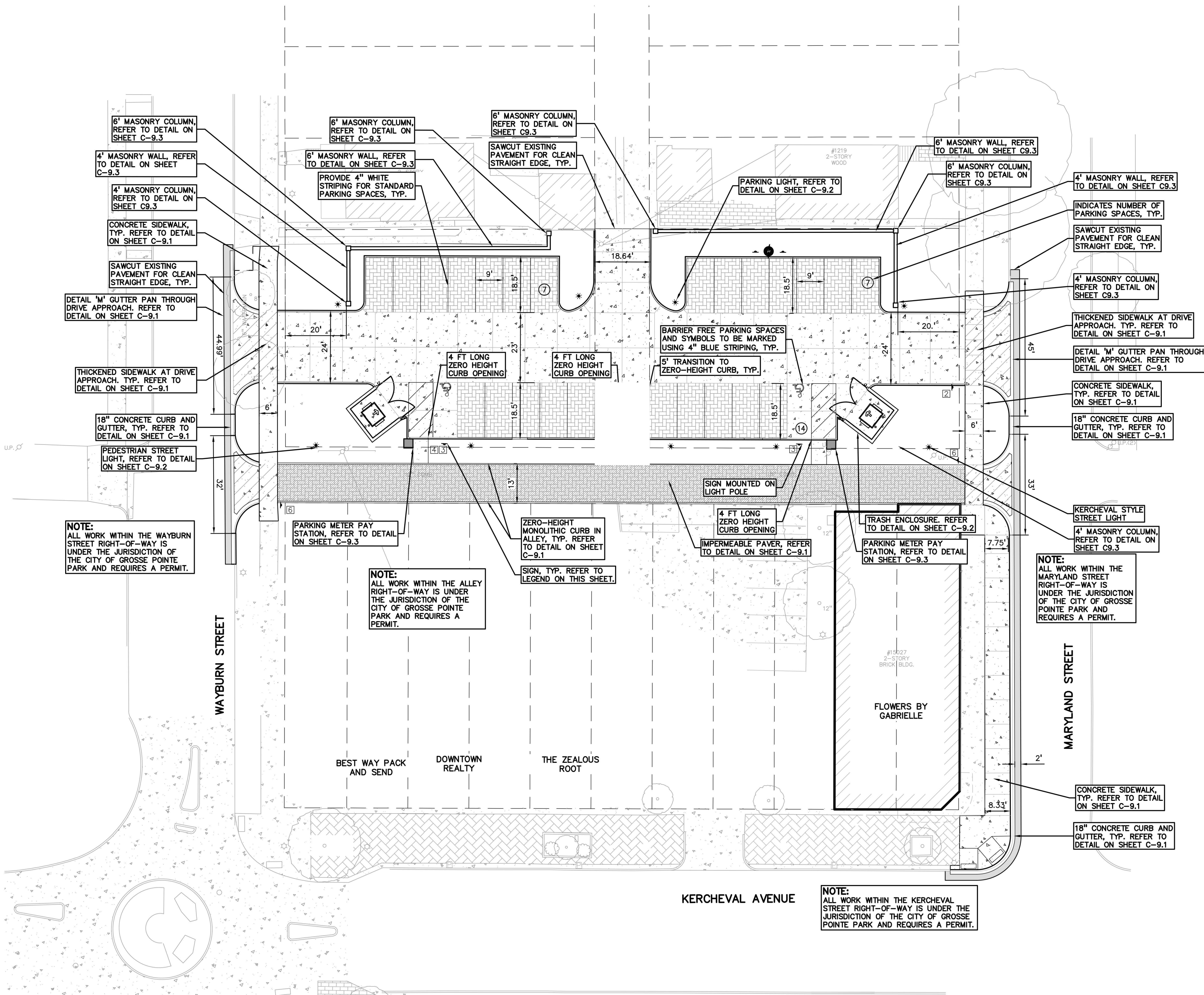
Real Property Lot No. 4:

1217 Maryland, Grosse Pointe Park MI, 48230

Property ID: 39 007 16 0090 000

Legal Description: Lot 90, Schiappacasse's Subdivision, as recorded in Liber 37, Page 61 of Plats, Wayne County Records.

EXHIBIT "B"



LEGEND:

	CONCRETE PAVEMENT
	ASPHALT PAVEMENT
	PAVERS
	WETLAND
	CONCRETE CURB AND GUTTER
	REVERSE GUTTER PAN
	SETBACK LINE
	SIGN
	LIGHTPOLE
	FENCE
	GUARD RAIL

PEA GROUP
t: 844.813.2949
www.peagroup.com

STATE OF MICHIGAN
EMIL SIMON BUNEK
License No. 6201058445
PROFESSIONAL ENGINEER

- GENERAL NOTES:**
- THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT.
- ALL DIMENSIONS SHOWN ARE TO BACK OF CURB, FACE OF SIDEWALK, OUTSIDE FACE OF BUILDING, PROPERTY LINE, CENTER OF MANHOLE/CATCH BASIN OR CENTERLINE OF PIPE UNLESS OTHERWISE NOTED.
 - 'NO PARKING-FIRE LANE' SIGNS SHALL BE POSTED ALONG ALL FIRE LANES AS DIRECTED BY THE FIRE OFFICIAL.
 - REFER TO NOTES & DETAILS SHEET FOR ON-SITE PAVING DETAILS.
 - REFER TO NOTES & DETAILS SHEET FOR ON-SITE SIDEWALK RAMP DETAILS.

SIDEWALK RAMP LEGEND:		SIGN LEGEND:	
SIDEWALK RAMP 'TYPE R'	(R)	'NO PARKING FIRE LANE' SIGN	[1]
SIDEWALK RAMP 'TYPE F'	(F)	'STOP' SIGN	[2]
SIDEWALK RAMP 'TYPE P'	(P)	'BARRIER FREE PARKING' SIGN	[3]
SIDEWALK RAMP 'TYPE C'	(C)	'VAN ACCESSIBLE' SIGN	[4]
SIDEWALK RAMP 'TYPE D'	(D)	'CROSSWALK' SIGN	[5]
CURB DROP ONLY	(X)	'DELIVERY ONLY' SIGN	[6]
REFER TO LATEST MDOT R-28 STANDARD RAMP AND DETECTABLE WARNING DETAILS		'ELECTRIC VEHICULAR CHARGING' SIGN	[7]
		'NO PARKING LOADING ZONE' SIGN	[8]
		REFER TO DETAIL SHEET FOR SIGN DETAILS	

NORTH

0 10 20 40
SCALE: 1" = 20'

811 Know what's below.
Call before you dig.

CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT
S.B. COTTON AND SONS, LLC
121 KERCHEVAL
GROSSE POINTE FARMS, MICHIGAN 48236

PROJECT TITLE
PARKING LOT 'A' IMPROVEMENTS
GROSSE POINTE PARK, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
NOVEMBER 1, 2022

DRAWING TITLE
DIMENSIONAL AND PAVING PLAN

PEA JOB NO.	2022-0130
P.M.	BWJ
DN.	RDW
DES.	ESB

DRAWING NUMBER:

C-3.0
Page 80 of 81

EXHIBIT C

Developer Improvement and Maintenance Obligations within the Maintenance Area:

Developer will utilize and develop a 5-foot wide portion of the east-west alleyway between Wayburn Street and Maryland Street abutting the rear of the businesses located on the north side of Kercheval Avenue in Grosse Pointe Park, known for purposes of this Exhibit C as the Maintenance Area. The Maintenance Area will contain a variety of trees, plants and other greenery. Developer will install a curb and other hardscape features. Developer will maintain all landscaping, including tree trimming, necessary water/irrigation controls, weed control, and lawn mowing, as applicable. Required maintenance will entail keeping the adjacent alleyway reasonably clear of overgrowth that interferes with normal usage of the right-of-way. Developer will maintain all hardscape, including maintenance required to keep all pavers, curbs and other hard features in good condition.