



AGENDA - City Council

DATE: December 11, 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 November 13, 2023 Minutes
 - II. Committee & Commissions Report
 - III. Water Main Break Street Repair
 - IV. Council Meeting Dates
- V. Approval of Regular Agenda
- VI. Public Comment (Agenda Items)
- VII. Managers' Report/Public Safety
- VIII. Unfinished Business
 - I. Trombly Resolution
- IX. New Business
 - I. Resolution for Former Councilmembers Brenner and Relan
 - II. Adoption of Council Rules and Code of Conduct
 - III. City Commission Board and Mayoral Appointments
 - IV. Presentation from the Helm
 - V. 1211, 1215/1217 Wayburn Conditional Rezoning Extension Request
 - VI. 1155, 1159-1161, 1167 Wayburn Conditional Rezoning Extension Request
 - VII. Ordinance #241: Adoption and Enactment of New City Code
 - VIII. City Attorney Contract
 - IX. Resolution to Approve Civil Marriage Ceremony Fee
 - X. Request for Extension of Purchase Agreement for Alter Rd Properties
 - XI. Council Comment
 - XII. Public Comment (Non-Agenda Items)
 - XIII. Closed Door - Pursuant to MCL 15.268(c)

XIV. PA 152 Health Care Resolution

X. 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 OF GROSSE POINTE PARK, MICHIGAN
MEETING OF THE CITY COUNCIL
NOVEMBER 13, 2023, at 7:00 P.M.

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Mayor Hodges and opened with the Pledge of Allegiance to the Flag. The meeting convened at the Council Chambers of the Municipal Building, 15115 E. Jefferson, Grosse Pointe Park, Wayne County, Michigan 48230.

Swearing in of Council Members

Councilmember Dreaver was given the oath of office.

ROLL CALL

PRESENT MEMBERS: Councilmembers Kolar, Gallagher, Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

ALSO PRESENT: Nick Sizeland, City Manager; Warren Rothe, Assistant City Manager; Bridgette Bowdler, City Clerk; Morgan McAtamney, City Attorney; James Bostock, Public Safety Director.

APPROVAL OF CONSENT AGENDA

Motion by Councilmember McMillan, seconded by Councilmember Wiener, to approve the consent agenda that included the following items:

- Approval of the October 16, 2023, Minutes
- Committee and Commissions Report
- Wayne County Annual Maintenance Permit Renewal.

AYES: Council members Kolar, Gallagher, Caulfield, Wiener, McMillan, Dreaver, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

PUBLIC COMMENT (AGENDA ITEMS)

0 public comments were made.

MANAGERS' REPORT:

City Manager Nick Sizeland presented a brief overview of activities and concerns in the city.

UNFINISHED BUSINESS:

There was no unfinished business.

NEW BUSINESS:

ELECTION MAYOR PRO-TEM:

The Grosse Pointe Park City Charter Section 4.4 Election of Mayor Pro Tem states "The Council shall at its first meeting following each regular city election, elect one of its members to serve as Mayor Pro Tem for a term expiring at the first Council meeting following the next regular city election." A member of the City Council will need to make a motion and have a second to nominate an individual for the role of Mayor Pro Tem to serve for the next two years.

Motion by Councilmember McMillan, seconded by Councilmember Wiener, to approve Tom Caulfield as Mayor Pro-Tem.

AYES: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

BS&A HUMAN RESOURCE MANAGEMENT:

The City of Grosse Pointe Park City Council previously approved the purchase of the Payroll, Timesheets, and the Employee Self Service Modules from BS&A earlier this year. All these applications will significantly assist the Finance Department and employees of the City. At this time, the Finance Department is requesting to purchase another program: the Human Resources Module. This program offers a user-friendly tool for streamlining the job posting, hiring/onboarding, and continual management of employees. The most important feature of the program is its robust position budgeting features. The City's largest cost is related to personnel and this software will greatly improve our ability to track and *forecast* our personnel costs in a manner that is seamlessly integrated with our existing BS&A General Ledger program.

Motion by Councilmember Caulfield, seconded by Councilmember Wiener, to approve the Proposal for Software and Services from BS&A Human Resource Module.

AYES: Councilmembers Kolar, Gallagher, Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

TRAFFIC CONTROL REGULATION - 236

The purpose of Traffic Control Regulation # 236 is to designate enforcement times for parking meters and pay-to-park stations within the City of Grosse Pointe Park from **9:00 AM to 9:00 PM Monday through Saturday City Wide.**

Currently, Grosse Pointe Park has 9 a.m.-6 p.m. parking throughout the city. At our July city council meeting, the city approved adjusting from .25 Cents Per Hour to .50 Cents Per Hour on Mack and Jefferson and .75 Cents Per Hour on Kercheval. This will provide additional revenue to help offset increased costs to sustain a modern parking program. As a result, parking operations have to rely on funds from other sources, or operations and maintenance suffer from insufficient funding.

Motion by Councilmember Wiener, seconded by Councilmember Caulfield, to approve Traffic Control Regulation -236, starting January 2, 2024.

AYES: Councilmembers Kolar, Gallagher, Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

GROSSE POINTE ANIMAL ADOPTION SOCIETY – PROPOSED SERVICE AGREEMENT:

The City of Grosse Pointe Park Department of Public Safety and the GPAAS desire to enter into an agreement to provide service for the community, where lost pets, stray and injured animals, can be sheltered and receive veterinary care until they are re-claimed or evaluated and re-homed. GPAAS will seek foster homes and permanent placement for unclaimed pets through our adoption program, and humanely euthanize those that are critically injured, un-treatable or aggressive/un-adoptable.

Motion by Councilmember Gallagher, seconded by Councilmember Wiener, to approve the service agreement with Grosse Pointe Animal Adoption Society.

AYES: Councilmembers Kolar, Gallagher, Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

COUNCIL COMMENT:

-Councilmember Kolar commented on the following: DTE updates, make sure school and City schedules are together. Tracking of grant applications or awareness.

-Councilmember Gallagher commented on the following: Happy to hear Mayor Hodges commitment to finance public safety and Trombley in particular. Happy to see two members from the school board at the Council Meeting. Feels it is important for this body to show their support to open Trombley Elementary School.

Motion by Councilmember Gallagher, seconded by Councilmember Dreaver, to approve, *"This Grosse Pointe Park City Council recommends as a priority, the return of Trombly to its prior status as a Grosse Pointe public School Elementary School. And that the Grosse Pointe Public School System Board of Ed makes every effort to accomplish this goal."*

Discussion occurred on procedures to make motions, adopt resolutions, and amend Council agendas.

Motion by Councilmember Gallagher, seconded by Councilmember Dreaver, to amend the existing motion to consider the proposed resolution at the next Council meeting.

AYES: Councilmembers Kolar, Gallagher, Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

After accepting the amendment, the council voted unanimously to approve the amended motion.

-Councilmember Wiener commented on the following: He would like to see Trombley School opened as well but feels that it should be put on the agenda and following process.

- Councilmember Caulfield commented on the following: Wants to see Trombley open again also, just doesn't know if passing a resolution will help.

-Councilmember McMillan commented on the following: wanted to acknowledge Council members Brenner and Relan. Also, kudos to the guys who pick up the leaves. They have been doing a great job.

-Mayor Hodges commented on the following: Would like to thank our elections team, community of volunteers, poll-watchers, candidates, DPW team, and Public Safety for a great election and process. Encourages residents to support our local businesses. She

also had the honor of officiating her first wedding ceremony. Need to establish a process for them, they are required to establish fees and create a permanent journal. Holding an off-office hours meeting at 6pm at City Hall on Tuesday November 14.

PUBLIC COMMENT (NON-AGENDA ITEMS)

1 Public Comment was made.

CLOSED DOOR SESSION – PURSUANT TO MCL 15.268 (C):

Moved by Councilmember Wiener, Seconded by Councilmember Gallagher, to approve to move to Closed Session at 8:27pm.

AYES: Councilmembers Kolar, Gallagher, Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

OPEN CLOSED DOOR SESSION:

Moved by Councilmember Caulfield, Seconded by Councilmember McMillan, to approve to Open Session at 9:40pm.

AYES: Councilmembers Kolar, Gallagher, Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

ADJOURNMENT

Motion by Councilmember Wiener, seconded by Councilmember Gallagher, to approve to adjourn the meeting.

AYES: Councilmembers Kolar, Gallagher, Caulfield, Wiener, Dreaver, McMillan, and Mayor Hodges.

NAYS: None

With no further business, the meeting adjourned at 9:41 p.m.

Bridgette Bowdler - City Clerk
Danielle Caudill- Deputy City Clerk

Grosse Pointe Park Infrastructure General Updates and Status Report December '23:

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

Street Paser Ratings

The updated PASER rating (the quantified paved road evaluation rating) has been released for this year. The city infrastructure website posts PASER maps (<https://www.grossepointepark.org/infrastructure/index.php>). GPP ratings are strong, however, the rating system is informing us of the areas of highest need for paving over the coming years.

Road Work and Parking lots

The Cadieux road pavement has been completed on schedule.

The City Parking Lot is completed, but there is some minor work being done to improve drainage, this is, however, all covered within the contract.

Snow Plowing Update

DPW is prepared for the Michigan Winter, salting supplies are on hand and equipment is prepped and in good condition. It is important for residents to be aware that during and in anticipation of storms, please work to keep roadways clear of parked vehicles so Public Works can better clear lanes of snow and ice.

Water and Sewer Asset and Reliability Studies:

The Sewer Asset Management Plan is anticipated to be completed in December and will be presented to the city council at the beginning of next year.

Grosse Pointe Park is required to conduct a Water Reliability Study, which we are planning on kicking off and conducting in the latter half of 2024.

CIP

GPP has been consolidating a tremendous amount of data from engineering, direct work through DPW, financial analysis, construction/material feedback and ongoing studies. With this information the administration is working to present a 6-year CIP framework to the planning commission in January, which from there will then go to City Council. This foundation will all be built upon as the city continues mapping out longer term planning, while still making dynamic adjustments to best serve resident needs while being as financially efficient and prudent as possible. The targeted annual mapping of projects for residents is also being developed and this will all compound information and planning for the community.

EERV

Project is proceeding very well and within budget.

Sewer Scoping

Great progress has been made on sewer cleaning, numbers are being consolidated and quantified updates on the work done will be presented in the year end infrastructure update, as always, the sewer televising page has a regularly updated map:

www.grossepointepark.org/departments/public_works/sewer_televising_program.php

Grants:

Clean Water and Drinking Water Fund allocations have been set by Michigan, Grosse Pointe Park unfortunately was not awarded any funding, regardless we are filing the intent to apply for the upcoming year.

The city is working on the application for Wayne County Road grants for further work on Kercheval.

GLWA Reliability Partnership:

GPP continues to work on coordinating with GLWA to build out and improve Water Sewer resiliency for residents. Additional resiliency projects are in discussion including a potential partnership on more safety systems at Jefferson pumping station.

Infrastructure Quarterly Meeting:

The quarterly infrastructure meeting will be held December 13th at 430 in City Hall.



CITY COUNCIL MEETING

DATE: December 11, 2023

SUBJECT: Water Main Break Street Repair

SUMMARY: Please see the attached invoice for the water main break street repair at Jefferson and Kensington.

FINANCIAL IMPACT: \$8200.00

RECOMMENDATION: Motion to approve the \$8200.00 expense for the water main break street repair at Jefferson and Kensington.

PREPARED BY: Tom Jenny, Director of Public Works

Invoice

Antonio DiCristo

INVOICE # 1010
DATE: 11/29/2023

35626 Addison Dr
New Baltimore, MI 48047
Phone 586-879-9610
Tdicristo45@gmail.com

TO Tom Jenny
City of Grosse Pointe Park
Street Address
City, ST ZIP Code
Phone
Customer ID No.

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due on receipt	Upon receipt

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
342 SQFT	10" thick MDOT Road Repair on Jefferson & Kensington	\$24.00 SQFT	\$8200.00

SUBTOTAL

SALES TAX

TOTAL

\$8200.00

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

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

**RESOLUTION TO ADOPT REGULAR MEETINGS OF THE GROSSE POINTE PARK
CITY COUNCIL FOR 2024**

WHEREAS, Grosse Pointe Park City Council is establishing its meetings for the 2024 Calendar Year., and;

WHEREAS, Chapter 6, Section 6.1 Regular Meetings of the Grosse Pointe Park City Charter states “The Council shall provide by resolution for the time and place of its regular meetings and shall hold at least one regular meeting each month. A regular meeting shall be held on the Monday following each regular city election”., and;

WHEREAS, Grosse Pointe Park City Council will meet at 7 P.M. on the 4th floor of Grosse Pointe Park City Hall located at 15115 E Jefferson Grosse Pointe Park MI 48230.,and;

WHEREAS, the meetings will take place the second Monday of every month unless otherwise scheduled by the City of Grosse Pointe Park., and;

WHEREAS, the following meeting dates are proposed of January 8th, February 12th, March 11th, April 8th, May 13th, June 10th, July 8th, August 12th, September 9th, October 7th, November 12th and December 9th., and;

NOW, THEREFORE, BE IT RESOLVED, that I Mayor Hodges and the Grosse Pointe Park City Council hereby adopt the regular meeting dates for the Grosse Pointe Park City Council for Calendar Year 2024 on the 11th day of December, 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.

Bridgette Bowdler, City Clerk
City of Grosse Pointe Park, Michigan



CITY COUNCIL MEETING

DATE: December 11, 2023

SUBJECT: Trombly Resolution

SUMMARY: Councilmember Gallagher in council comment during the November 13th council meeting, presented the following resolution for Trombly Elementary School. City Council voted to bring the proposed resolution to the December City Council meeting. The resolution is as follows:

"This Grosse Pointe Park City Council recommends as a priority, the return of Trombly to its prior status as a Grosse Pointe public School Elementary School. And that the Grosse Pointe Public School System Board of Ed makes every effort to accomplish this goal."

Attached as part of the packet is a previous resolution regarding the city's concern with the closure of Trombly Elementary School adopted by City Council in December of 2019. In addition, for historical context, the city found in its archives a resolution from November 1983 when there was a proposal for redistricting Trombly and Defer schools.

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Council consider action to adopt the resolution as proposed, amend or take no action

PREPARED BY: Nick Sizeland, City Manager
Bridgette Bowdler, City Clerk

Draft Motion Regarding Trombly School 12-9-19

Move that Council approve the following resolution:

IT IS HEREBY RESOLVED THAT the City of Grosse Pointe Park publicly states and repeats its serious concerns and objections to the closing of the Trombly Elementary School by the Grosse Pointe Public School System, as this facility is critical to the economic health and vitality of the surrounding neighborhood from Jefferson Avenue to Windmill Pointe Drive.

IT IS FURTHER RESOLVED THAT the announced closure of Trombly Elementary School will only serve to harm the surrounding neighborhood and cause further traffic congestion on Kercheval and other streets surrounding Defer Elementary School and Pierce Middle School.

IT IS FURTHER RESOLVED THAT the City of Grosse Pointe Park supports and approves the analysis completed by a group of concerned residents and professionals that has been presented to the Board of Education in the following email communication from David Brumbaugh dated November 25, 2019:

----- Forwarded message -----

From: David Brumbaugh <brumbaughdp@gmail.com>

Date: Mon, Nov 25, 2019 at 00:50

Subject: Concerns with redistricting proposal

To: School Board <schoolboard@gpschools.org>, Gary Niehaus <niehaus@gpschools.org>, <abkek@gpschools.org>, Cindy Pangborn <cindypangborn@gmail.com>, Brian Summerfield <summerb@gpschools.org>, <leec@gpschools.org>, Christopher Profeta <profetc@gpschools.org>, Judy Gafa <gafaj@gpschools.org>, <weertzm@gpschools.org>, Michael Jon Dean <deanM@gpschools.org>

Good evening district leadership,

We have reviewed the draft redistricting plan and have profound concerns that it does not address our district's fundamental problems, and (on several issues) only "kicks the can" for 2-4 years. On top of redistricting, GPPSS is taking on more than its limited resources can handle with the fifth grade transition, safe routes to school, closures, and more.

The district should instead focus only on the (immensely complicated) fifth grade transition to middle school, and related student safety issues. Growing elementary enrollment and a healthy fund equity give us the freedom to delay further complicating the fifth grade transition with with closures and redistricting. Instead, we should take our time to do each right -- **and phase in other changes over time to ensure we effectively tackle these problems, while also minimizing disruption to our students, staff, and families.**

KEY POINTS:

- The proposal still does not tackle our district's problem with limited first floor elementary space, which will result in shortages at Defer, Maire, Richard, and Mason. Capacity numbers cited in the plan still assume the

space needed for K-1, 2-4, special needs, and enrichment programs is equal and interchangeable. Our group and many others have repeatedly warned the district against this error, but no change has been made in the district's approach to building capacity.

- Under admin's proposal, **even in 2020-21, we estimate that 61% of all grade levels in the district will already be filled to 86-100% capacity**--including every kindergarten class, and 4 of 5 grades in both Maire and Richard. When my kindergartner enters fourth grade--and the new enrollment "normal" set by her class has spread to every elementary grade--in 2023-24, **we will still have 54% of our elementary grade levels at 86-100% capacity, including every kindergarten class in the district.**
- While admin has adopted a well-intentioned strategy of limiting disruption to students by implementing only a few (but large) districting changes, **we almost certainly will have to undergo a second painful round of redistricting within 2-4 years.** That will be substantially more disruptive than doing the right thing now.

If we adopt this proposal, this is what our schools will look like in 2023-24, when our kindergartners are in fourth grade:

- Defer will be at 89% capacity for kindergarten with no room to expand, and no space for both Y5 and ASD. Fourth grade would be at 94% capacity. Limited upper floor space would leave only two rooms to decompress fourth grade, and to house all four or five of Defer's special ed and support rooms. (Open rooms: NONE)
- Maire would be at 97% capacity for kindergarten, with no room for ASD and Y5. First, second, and third grades would all be at 86% capacity. There will be no room to expand on any level, and no room to house Multiage. (Open rooms: NONE)
- Richard would be at 100% capacity for kindergarten, and 89% capacity for first, second, and third grades. Three first floor rooms remain, but at least six would be needed to add K-1 grade capacity, to house planned Pre-K, and to compensate for the lack of south end Y5/ASD noted above. This is the only south end school with upper floor space available for magnet. We assume the district will not continue unsafe uses of third floor space. (Open rooms: NONE)
- Kerby would be at 92% capacity for kindergarten. However, fourth grade would only be at 73% capacity, and 4-5 first floor rooms would remain open, leaving Kerby significantly under capacity. Using one of these rooms to decrease kindergarten density would drop all of those classes to only 61% capacity. (Open rooms: 4-5x 1FL)
- Monteith would be at 93% capacity for Kindergarten and 99% capacity for fourth grade. The three rooms that remain only likely would be needed for additional Title 1 and support rooms after its receives 39% of students from Poupard, and substantially growing its enrollment. (Open rooms: 1-3x 1FL)
- Ferry would be at 89% capacity for kindergarten. However, fourth grade would only be at 71% capacity, and 3-4 first floor rooms would remain open, leaving Ferry significantly under capacity. As with Kerby, using one of these rooms to decrease kindergarten density would drop all of those classes to only 61% capacity. (Open rooms: 3-4x 1FL)
- Mason would be at 94% for kindergarten, and has no room for K-1 growth, nor Y5, and would lose a first floor ASD room. One second floor room would be open, but like Monteith, it probably would be needed for additional Title 1 and support uses after receiving 61% of students from Poupard, and substantially growing its enrollment. (Open rooms: NONE)

OVERALL IMPACT SUMMARY

- Defer, Maire, Richard, and Mason will be completely full
- Kerby, Ferry, and probably Monteith will be under capacity, with 3-5 open rooms each
- Another painful round of redistricting will be required to address this imbalance
- There will be no space to offer ASD and Y5 in nearly half of our elementary schools
- Multiage will need to relocate again, from Maire likely to Kerby or Ferry, due to space needs at Maire
- Throughout the district, there will not be enough space to house special ed and support rooms (LRC, SLP, OT, Title 1, etc) in most elementary schools
- There will be no elementary-based Pre-K on the south end, no space to expand satellite early education programs anywhere in the district, and the program will either remain constant or shrink to as little as half its current size.

Our district is trying to do many big things all at once -- too many things: a physical move of fifth grade to middle school, a curricular review of fifth grade to make it compatible with middle school, a socioemotional review of fifth grade to ensure students and staff make these transitions safely and smoothly, the closing of two elementary schools, the redrawing of district boundaries, a review of specialized elementary programs such as Magnet and Multiage, and long overdue work on student safety with regard to pedestrian and vehicular travel. Worse, Admin is short staffed, and it is impossible to do all these things at once with so few resources--especially as some of these complex problems leave little room for error.

We need to act on some of these tasks now, and the tasks we choose we need to do right. The safe transition of fifth grade from elementary to middle school is a massive undertaking on its own, made worse by long-simmering safety issues that will be exacerbated by this change. Our students' educational well-being and very lives hang in the balance, as has been tragically highlighted by recent traffic accidents resulting in the serious injury or death of GPPSS students. If we fail to get this right, our students and community will suffer--but a well-executed fifth grade transition will restore public confidence in the district and pave the way for the other major changes before the district.

We strongly encourage the district to focus on the fifth grade transition and student safety, and do both right. Our healthy fund equity and strong enrollment in Kindergarten and Young Fives give us the flexibility to delay other questions and ensure we can successfully execute this major plan.

This breathing room also would give GPPSS the time needed to adopt an appropriate and effective closure and redistricting plan, and could seek to eliminate negative disruptions by phasing changes in over time. Phased redistricting has the dual benefits of freeing the district to do the right thing for the long-term health of the district, while also minimizing disruption on our students, families, and communities.

Thank you for considering our concerns. I have excel models to support the above analysis, if you would like to discuss them in detail. Please reach out if you have any questions, or ideas/thoughts that you would like to share.

IT IS FURTHER RESOLVED THAT the City of Grosse Pointe Park intends to fully and vigorously enforce zoning and related ordinances regarding any proposed future use of the property and building now known as Trombly Elementary School.

Resolution by Councilman Prost, supported by Councilman Gaskin, to authorize the City Comptroller to transfer \$11,068 from the Contingent Fund to the Budgetary Accounts for a 3% across the board wage adjustment for non-union administration and supervisory personnel.

AYES: Councilmen Evola, Prost, Ausherman, Valente, Forster, Gaskin and Mayor Heenan
NAYS: None
ABSENT: None

GROSSE POINTE BOARD OF EDUCATION - RESOLUTION

Mayor Heenan expressed concern in the redistricting of the Trombly and Defer School districts and the transferring of 45 to 50 students and that under the present plan, the City has an obligation to provide traffic safety for those students crossing Jefferson Avenue which will add to the public safety budget. Therefore, to register his concern, he presented for Council consideration a resolution to be submitted to the Grosse Pointe Board of Education. Councilman Prost made a motion to adopt the resolution, which was supported by Councilman Valente. The matter was placed on the floor for discussion after Mayor Heenan read the resolution.

The City Council then discussed amending Item No. 2 as recommended by Councilman Valente. Language was then added to the resolution expressing concern as to closing elementary schools in the future due to declining enrollment caused by the transfer of sixth grade students.

Councilman Ausherman noted that time was of the essence in that the School Board Meeting was being held at 8:00 P.M. this evening, therefore, any amendment would be out of the question if the resolution was to be delivered in a timely manner. Mayor Heenan then reviewed the need for both Items 1 and 2 to be included, as well as the amendment to Item 2, and then requested the City Clerk to call the roll to the question.

Motion by Councilman John C. Prost, supported by Councilman Mark Valente III, that the following resolution be adopted:

WHEREAS, the educational excellence and configuration of neighborhood elementary schools in Grosse Pointe Park are of vital concern to the well being of the students and citizens of Grosse Pointe Park; and

WHEREAS, the consolidation and closing plan currently under consideration by the Grosse Pointe Board of Education has had a divisive and unsettling impact upon our community and has not been proven to be educationally or fiscally prudent at this time; and

WHEREAS, it is the considered concern of the Council of the City of Grosse Pointe Park that the Grosse Pointe Board of Education's current redistricting plan will impose an extra burden, fiscally and otherwise, on our community and its citizens.

NOW, THEREFORE, BE IT RESOLVED, that it is the sense of the Council of the City of Grosse Pointe Park that the Grosse Pointe School System be maintained in its present configuration and that the Grosse Pointe Board of Education be encouraged to reject in all parts and reconsider the consolidation plan presently before the Board involving especially:

1. The redistricting of the Trombly and Defer Elementary School districts;
2. The transfer of sixth grade students to middle schools, especially in regards to the viability of the elementary schools;

BE IT FURTHER RESOLVED, that the Mayor is directed to deliver, with all appropriate dispatch, a true copy of this resolution of the Council of the City of Grosse Pointe Park to the public meeting of the Grosse Pointe Board of Education taking place at North High School in the City of Grosse Pointe Woods on November 14, 1983.

AYES: Councilmen Gaskin, Forster, Valente, Evola, Prost, Ausherman and Mayor Heenan
NAYS: None

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

**A RESOLUTION HONORING
VIKAS RELAN**

WHEREAS, Vikas Relan served on the City Council from 2019-2023, serving a total of 4 year and has been a Grosse Pointe Park resident since 2005;

WHEREAS, Vikas Relan with his wife Wendy Ward Relan, raised their child, Verona Audrey Relan, and volunteered at Defer and Trombly Elementary, Pierce Middle, and Grosse Pointe South High Schools;

WHEREAS, Vikas Relan is being recognized for his passion, vision, and dedication and commitment to Grosse Pointe Park that has contributed to the betterment of the lives of the residents of Grosse Pointe Park, and continuously helping the city to rank (8th or better) in the “Top places to live in Michigan” each year, from numerous rankings;

WHEREAS, Vikas Relan throughout his tenure served on the Beautification Commission, Recreation Commission, Sustainability Committee, Public Safety Committee, Communications Committee, Community Engagement Committee, helped create the Ad Hoc Diversity Equity & Inclusion Committee, the City Council Michigan Municipal League Rep and volunteered his time with various other community organizations and groups such as Safe Routes to School, Defer, Trombly and Pierce Parent Teacher Organizations;

WHEREAS, Vikas Relan was instrumental in the first-ever Pride Month Proclamations for Grosse Pointe Park in 2020 and 2021;

WHEREAS, Vikas Relan during the COVID-19 pandemic, Vikas Relan coordinated initiatives with the Grosse Pointe Park Schools and Grosse Pointe Chamber of Commerce to aid students and families in need, as well as secure and distribute personal protective equipment (PPE) to residents.

WHEREAS, Vikas Relan before being elected, Vikas Relan coordinated resident volunteer groups to aid senior citizen residents, through the HELM Senior Center, with various needs around the house, including leaf clean-up and minor repairs.

WHEREAS, Vikas Relan identified past real estate deals occurring in Detroit, requiring explanation and transparency of resident funds, and to help move the city forward;

WHEREAS, Vikas Relan, as part of the Sustainability Committee, was instrumental in achieving Silver Status with the Michigan Green Communities Initiatives, showing the dedication to improving sustainability throughout the city.

WHEREAS, Vikas Relan, working with the Parks and Recreation Department, initiated the first Grosse Pointe Park basketball leagues, for men and women, increasing resident offerings and revenue.

WHEREAS, Vikas Relan is most proud of his unwavering advocacy for all residents of Grosse Pointe Park. He was innovative, accessible, dedicated, and helpful throughout his service as a member of the Grosse Pointe Park City Council;

WHEREAS, Vikas Relan continuously pushed to increase resident engagement, continuously requested transparent policies and processes, and continuously demanded the improvement of safety standards for all residents, including pedestrians, bikers, construction projects, crosswalks, and school areas.

NOW, THEREFORE BE IT RESOLVED, that Mayor Hodges and members of Council recognize Vikas Relan for his service as a Councilmember for the City of Grosse Pointe Park.

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.

Bridgette Bowdler, City Clerk
City of Grosse Pointe Park, Michigan

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

**A RESOLUTION HONORING
BRIAN BRENNER**

WHEREAS, Brian Brenner served on the Grosse Pointe Park City Council from 2021-2023 on Council for the City of Grosse Pointe Park;

WHEREAS, Brian Brenner was appointed by the Grosse Pointe Park City Council on December 13, 2021;

WHEREAS, Brian Brenner has been a longtime resident of Grosse Pointe Park, born and raised where he and Valerie, his wife have raised their two children;

WHEREAS, Brian Brenner is recognized for his leadership, can do attitude with City staff and council, team and goal oriented, dedication and commitment to Grosse Pointe Park and was truly honored to serve his fellow citizens for two years;

WHEREAS, Brian Brenner served as Chair of the Personnel Committee and also served on the Infrastructure and Community Engagement Committee where he was proud to bring Earth Day and Pride events to Windmill Pointe, paintings by local artists in Grosse Pointe Park City Hall to celebrate Black history Month and storytelling and food with local African cuisine of Baobab Fare to Windmill Pointe Park;

WHEREAS, Brian Brenner respectfully requested the city in his resolution acknowledge the work and dedication by Resident Charles Brower for his efforts to engage DTE in providing electric reliability to Grosse Pointe Park;

- I. Charles Brower attended City Council meetings, sent emails to City Administration, Council, elected officials of the state and federal government, DTE and the Michigan Public Service Commission.*
- II. Charles provided DTE and the Michigan Public Service Commission prior to a meeting he organized with the MPSC with outage logs, screenshots from the DTE Outage Center, number of households affected, supporting news articles, solutions from other energy providers in the United States and economic impact of outages to he and his fellow neighbors.*
- III. Charles and his neighbors have experienced eight power outages since January 25, 2023, for a total of 140 hours of outages which is 20 times the national average and is between 10-15 times the state average.*
- IV. Charles commitment, dedication and exceptional research has provided Grosse Pointe Park extra tools in its discussion with our fellow Grosse Pointe and Harper Woods communities to DTE for electric reliability improvement.*

NOW, THEREFORE BE IT RESOLVED, that Mayor Hodges, and Members of Council recognize Brian Brenner for his two years of dedication and commitment for the City of Grosse Pointe Park.

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.

Bridgette Bowdler, City Clerk
City of Grosse Pointe Park, Michigan



CITY COUNCIL MEETING

DATE: December 11, 2023

SUBJECT: Adoption of Council Rules and Code of Conduct

SUMMARY: With new council members joining the City, the city council will review and adopt a set of Council Rules and Code of Conduct. The original council rules and code of conduct was adopted in 2020 after the 2019 local election. Attached is a review of the new revised version with edits highlighted in red.

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Approve of Council Rules and Code of Conduct

PREPARED BY: Nick Sizeland, City Manager

City of Grosse Pointe Park

Rules of the City Council and Code of Conduct



Table of Contents	
Statement of Purpose, Council-Manager Government Explanation, & Regular Meetings.....	2
Posting Requirements for Regular and Special Meetings & Closed Meetings.....	4
Agenda, Setting an Agenda, Consent Agenda, Voting & Discussion, Minutes & Citizen Participation	5
Disorderly Conduct & Committee Assignments	8
City of Grosse Pointe Park Council Code of Conduct	9
Public Relations, City Council Relations with City Staff/Officials	9
Council Conduct with One Another	11
City Council Relationship with City Commissions and Committees, & Council Member Representation to Other Agencies and Groups	12
General Provisions	12
Compliance and Enforcement	13
Robert’s Rules of Order Reference Sheet.....	14
References.....	16

Statement of Purpose

The residents and businesses of Grosse Pointe Park are entitled to have a fair, ethical, and accountable municipal government which has earned the public's full confidence for integrity. The City of Grosse Pointe Park's strong desire to fulfill this mission requires that:

- public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government.
- public officials be independent, impartial, and fair in their judgment and actions.
- public office be used for the public good, not for personal gain; and
- public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the City of Grosse Pointe Park has adopted these Rules of the City Council and Code of Conduct for elected officials and members of appointed boards, commissions, and committees to promote public confidence in the integrity of local government and its effective and fair operation.

Council-Manager Government

The City of Grosse Pointe Park functions under the Council-Manager form of government, the fastest growing form of government in the United States today. According to surveys by the International City/County Management Association (ICMA), this form of government has grown from 48% usage in 1996 to 55% usage in 2006. It is also the most prevalent for populations over 10,000 and is used by more cities, villages, townships, and counties than any other form. The roots of the Council-Manager form of government date as far back as the early 1900s.

The Council-Manager form of government is based on the separation of roles and responsibility between the City Council and the City Manager for the effective and efficient investigation, deliberation, and delivery of services. The City's goals are best achieved when there is an open, dynamic, and cooperative working relationship built on trust between the City Council as a body, the City Council Members as individuals, and the Manager. This relationship is further enhanced by the understanding that each person is conducting themselves in their role in a reasonable, responsible, and accountable manner while working together in the best interest of the citizens of Grosse Pointe Park. It is important that everyone involved has a shared understanding of the roles of each involved person and body.

City Council

The City Council legislates through ordinances and resolutions but may not exceed the scope of authority the body is granted through the City's charter and state law. In a council-manager government, the mayor and council members are the leaders and policy makers elected to represent the community. The Mayor acts as the Chair of the body but does not have veto power and is considered a voting member of the body like the other council members.

The City Council acts as policy makers and long-term and short-term goal setters. They focus on policy issues that are responsive to citizens' needs and wishes. The City Council is also responsible for approving the City's budget and all capital improvement plans.

A City Council member is a goal setter who helps develop a vision for the community and helps establish goals and milestones. Council members must remember they are elected to make decisions as a collective body, not to act as individuals or apart from the council.

City Manager

The City Manager is the chief administrative officer for the City of Grosse Pointe Park. Major responsibilities include oversight of preparation of the annual budget and long-range financial planning, supervision of all City departments, coordination and development of programs and services and the implementation of City Council's strategic priorities and policy decisions. The City Manager is also responsible for recruiting, hiring (unless approval of a position is by the City Charter), and supervising staff; and serving as the council's chief adviser.

The City Manager may make policy recommendations to the council, but the council may or may not adopt them and may modify the recommendations. The City Manager also provides regular reports and updates to the City Council on these items. The manager is bound by whatever official action is taken by the Council.

The City Manager reports to and is appointed by the City Council under the Council-Manager form of government.

Regular Meetings

1. Regular meetings of the City Council will be held once a month beginning at 7:00 p.m., local prevailing time, in the Council chambers, City Hall, 15115 E. Jefferson Ave., Grosse Pointe Park, Michigan, unless special circumstances, e.g. holidays, closing of City Hall, etc., warrant otherwise.
2. All meetings shall be governed by and subject to all applicable provisions of the City Charter and relevant Michigan Statutes, including, but not limited to, the Open Meeting Act, MCL 15.261 et seq.; MSA 4.1800 (1) et seq. as amended.
3. The Mayor and City Council have a reasonable knowledge of the rules and conduct the council has adopted. This will keep the meeting moving smoothly and efficiently, with a clear indication of each item's disposition.
4. The rules of parliamentary procedure as contained in Robert's Rules of Order, most recent edition, shall govern Council meetings in all cases to which they are applicable, provided they are not in conflict with these Rules, the Ordinances and Charter of the City of Grosse Pointe Park, and/or any applicable state or federal law.

5. The Mayor shall preserve order and decorum and may speak to points of order in preference to other council members. The Mayor shall decide all questions arising under this parliamentary authority, subject to appeal and reversal by a majority of the councilmembers present.
6. Any member may appeal a ruling of the Mayor to the council. If the appeal is seconded, the member making the appeal may briefly state the reason for the appeal and the Mayor may briefly state the ruling. There shall be no debate on the appeal and no other member shall participate in the discussion. The question shall be, "Shall the decision of the Mayor be sustained?" If the majority of the members present vote "aye," the ruling of the Mayor is sustained; otherwise it is overruled.
7. The Mayor, or in his/her absence or direction, the Mayor Pro Tem shall at the fixed time take the Chair for the convening of the City Council to order. Upon the appearance of a quorum, the Council shall be in session. If both the Mayor and Mayor Pro Tem are absent from a meeting, the Council person having served the longest uninterrupted term of office as a Council member shall take the Chair for the purpose of calling the Council to order.

Requirements for Regular, Special and Closed-Door Meetings

1. Within 10 days after the December meeting of the City Council, a public notice stating the dates, times, and places of the regular monthly council meetings for the following calendar year will be posted at the City Offices and the City's website.
2. By Charter Section 6.2. Special meetings. Special meetings shall be called by the Clerk on the written request of the Mayor, the City Manager or any two members of the Council on at least twenty-four hours written notice to each member of the Council served personally or left at his usual place of residence; but a special meeting may be held on shorter notice if all members of the Council are present or have waived notice thereof in writing. State law reference-Open meetings Act, MCL 15.261 et seq., MSA 4.1800(11) et seq

Closed Meetings Purpose

Meeting in closed session – a public body may meet in a closed session only for one or more of the permitted purposes specified in section 8 of the OMA. The limited purposes for which closed sessions are permitted include, among others:

- (1) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing.
- (2) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.
- (3) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- (4) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

(5) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act.

(6) To consider material exempt from discussion or disclosure by state or federal statute.⁵² But note – a board is not permitted to go into closed session to discuss an attorney's oral opinion, as opposed to a written legal memorandum.

A closed session must be conducted during an open meeting – section 2(c) of the OMA defines "closed session" as "a meeting or part of a meeting of a public body that is closed to the public." Section 9(1) of the OMA provides that the minutes of an open meeting must include "the purpose or purposes for which a closed session is held."

1. Calling Closed Meetings

At a regular or special meeting, the Council may call a closed session under the conditions outlined in Section 1, above. The vote and purpose(s) for calling the closed meeting shall be entered into the minutes of the public part of the meeting at which the vote is taken.

Agenda

The following shall be the form of the agenda for Council meetings:

- I. Roll Call of Council
- II. Pledge of Allegiance
- III. Approval of Consent Agenda
- IV. Approval of Regular Agenda
- V. Public Comment (Agenda Items)
- VI. Administration Reports (If applicable)
- VII. Unfinished Business
- VIII. New Business
- IX. Public Comment (Non-Agenda Items)
- X. Closed Session
- XI. Adjournment

Setting a Meeting Agenda

An agenda serves as the guide for conducting an official business meeting of the City Council or any other duly constituted body. The person responsible for setting the agenda is the Mayor in consultation with the City Manager.

City Council Members can request to have an item added to a city council meeting agenda at least 7 business days in advance of a scheduled meeting by contacting the Mayor and City Manager with an email request for a discussion topic. The request will be reviewed and considered by the Mayor and City Manager. The topic of discussion must have background documentation submitted to the Mayor and City Manager for why the request is being made. Being mindful the City Manager with Administration

and the City Attorney will need time to research the pros and cons and provide any required legal opinion, as well allowing the public to be in attendance for that agenda item for those who so choose to listen and or participate during public comment of agenda items.

The meeting agenda and all supporting documents will be made available to Council and published online two business days in advance of the meeting. Emergency items can be added to the agenda after two business days if necessary.

As part of every Council meeting, the City Council will set the Regular Agenda at the beginning of the meeting after the Consent Agenda has been approved and voted on.

Consent Agenda

1. A consent agenda may be used to allow the Council to act on numerous administrative or non-controversial items at one time. Included on the agenda can be non-controversial matters such as approval of minutes, payment of bills, approval of recognition resolutions, committee, and commission reports, etc. The consent agenda will be provided to the Council 5 business days before the scheduled meeting where the consent agenda will be used. Items may be added later if necessary to the consent agenda.
2. Upon request by any member of the council, an item shall be removed from the consent agenda and placed on the regular agenda for discussion. In order to move an item to the regular agenda, the request must be made via email to the Mayor, City Manager, and Clerk by 10am the Friday before the meeting.

Voting and Discussion

1. A vote upon all ordinances and resolutions, and all subsidiary motions applied thereto, shall be taken by a roll call vote.
2. In all roll call votes, the names of the members of Council shall be called.
3. In all cases where a vote is taken, the Chair shall declare the result.

Minutes

1. The highlights of the discussion after a motion has been made and seconded do not have to be recorded. However, many recorders find it appropriate for future reference as well as politically practical to record both the points in favor of and against a motion. The minutes should comply with the basic requirements of the Open Meetings Act and not be overly detailed. When the pros and cons are recorded, the discussion should be summarized and the minutes should reflect the amount of discussion on each side, both in content and length. The recorder should not attempt to record remarks exactly as stated. The record should reflect what was said without bias, prejudice, or opinion of the recorder.
1. Unapproved minutes of regular or special meetings shall be available for public inspection not more than eight business days after such meeting at City Hall and on the City website. Approved minutes shall be available for public inspection and posting on the City's website not later than five business days after the meeting at which the minutes were approved.

2. Minutes of closed meetings are a separate set of minutes and shall be taken by the Clerk or the designated secretary of the Council at the closed meeting. These minutes will be retained by the clerk for one year, shall not be available to the public, and shall only be disclosed if required by a civil action, as authorized by the Open Meetings Act.

Citizen Participation

1. All public comments before the City Council shall be limited in length to three minutes per member of the public. The Clerk will maintain the official time and notify the speakers when time is up. Additional time may be granted by a majority vote of the Council Members present.
2. There are two public comment periods available during the council meeting. At the very beginning of the meeting regarding Agenda Items only and towards the end of the meeting regarding Non-Agenda Items only. The city requests if you do have a question or concern to bring it to the attention of the appropriate department(s) whenever possible.
3. Persons addressing the City Council shall state their name and city of residence.
4. The Council welcomes and encourages the public to speak during the public comment and public hearing portions of the agenda. However, Council policy is to hear the public comment, but not to act on the public comment at the same meeting. Matters of public concern brought before the Council during the Public Comment portion of the meeting will be referred to the City Manager for action, if any. If, after communicating with the City Manager, no resolution is reached, the concern will be elevated to the Mayor and then eventually to the Council for action.
5. Persons addressing the City Council shall refrain from making personal, disrespectful, slanderous, or profane remarks. Debates among the public at meetings are not permitted. To preserve the order and decorum of Council meetings, the audience shall refrain from interrupting others, cheering, applauding or similar actions during the meeting.
6. Members of the audience shall address all remarks to the Mayor and Council during public comment and shall not hold conversations or discussions with other members of the audience.
7. During a public hearing (Zoning Board of Appeals, Outside Presentation), all presentations shall be limited to ten minutes. The City Clerk shall maintain the official time. Additional time may or may not be granted. When there are numerous individuals desiring to express unanimous support or opposition, the Mayor may acknowledge a spokesperson be designated to address the public hearing before Council.

Disorderly Conduct

1. The Mayor may call to order any person who is being disorderly by speaking out of order or otherwise disrupting the proceedings, failing to be germane, speaking longer than the allotted time or speaking vulgarities. Such a person shall be seated until the Chair determines whether the person is in order.

If the person shall continue to be disorderly and disrupt the meeting, the Chair may order the sergeant at arms to remove the person from the meeting. No person shall be removed from a public meeting except for an actual breach of the peace committed at the meeting or otherwise in accordance with the law.

Committee Assignments

1. The Mayor may assign Council Members to any committee and designate a Chairperson as is deemed necessary, with the approval of the Council.
2. As provided in the City's Charter, Council Members' responsibilities will be generally limited to policy and not the administration of a department or the activities of the administration.
3. Committees of the City Council shall be advisory only (unless given specific authority for purposes by the City Council) and no committee shall have budget or spending authority to incur costs, expenses, or purchases of any goods or services. Committees may, however, make recommendations to the City Council or administrative officers of the city. Such recommendations may result in the incurring of costs, expenses, purchases of goods and services, and the budgeting and appropriation of funds by the City Council.
4. The City Manager and Department Heads may request the presence of a Council representative at any meeting they deem necessary. A Council representative should be requested to attend meetings where other elected governmental representatives are to be present.
5. Committee Chairs shall provide a report to the City Clerk for minute records as part of the consent agenda.

City of Grosse Pointe Park Code of Conduct

Public Relations

1. Members of Council shall not debate with a member of the public at Council meetings since these debates seldom resolve concerns and many times inflame feelings at a public meeting.
2. Members of Council shall not debate with a member of the public on social media since these debates seldom resolve concerns and often inflame feelings in a public setting.
3. Avoid debating with citizens at a public hearing. The purpose of the hearing is to receive their information and/or opinion. You will have your opportunity later to state your position and rebut any information or argument you may feel needs it during council comment. Give the appearance—

and feel it, too—of encouraging individuals to express themselves. You can help by looking directly at the person talking and by using nonverbal cues such as nodding affirmation and physically leaning in the direction of the speaker. At the same time, avoid such negative nonverbal cues as scowling, reading, checking your phone messages, talking to another trustee, or using facial expressions that suggest ridicule or contempt.

4. The Mayor is the designated representative of the Council to present and speak on the City's official positions. If the Mayor is absent the Mayor-Pro Tem will be the designated representative to speak on the City's official position. If an individual Council Member is contacted by the media, the Council Member should be clear about whether their comments represent the official City position or a personal viewpoint.
5. Members of Council are encouraged to share official city messaging through outlets such as the city website, email, social media, communicator, and future city messaging outlets. Comments made with city messaging are encouraged to promote or state the official city position. Sharing communication that is not from city messaging should state that this is their own opinion and not of the city.
6. Members of Council are encouraged to refrain from engaging in electronic communication with each other or members of the public during a regular or special meeting. Electronic communication is defined as e-mail, text message, instant message, website, social media, blog posting or other electronic communication.
7. Official City Communications include The City of Grosse Pointe Park Facebook Page, Constant Contact Email, The Communicator, City Website, Nixle and IPAWS.

City Council Relations with City Staff/Officials

City Council policy is implemented through professional administrative staff. Therefore, it is critical that the relationship between Council and staff be well understood by all parties so policies and programs may be implemented successfully and efficiently.

1. Council Members shall not debate with staff during a Council meeting or general business meetings. Any concerns by a Council Member over the conduct, performance, or work of a city employee during a Council meeting or publicly through casual conversation, email and social media should be directed to the City Manager privately to ensure the concern is resolved.
2. All questions or requests for information by individual Council Members shall be directed to the City Manager who shall determine whether the question or request relates to City business. All questions or requests determined by the City Manager to be related to City business shall be handled as a question or request made by the Council, as set forth above.
3. The Council Members and Mayor shall not coerce or attempt to influence staff in the processing of applications, the granting of licenses or permits, the hiring of personnel, or any other decision made by staff. The City Council should avoid situations that can result in City staff being directed, intentionally or unintentionally, by one or more members of the City Council.

4. Council Members and the Mayor shall not retain the City Attorney or any member or associate of the City Attorney's law firm for legal representation in any personal matter during their tenure on City Council unless there is a special circumstance, and a waiver has been approved by City Council.
5. Council Members do not attend meetings with City staff unless requested by the City Manager and or Department Head. Even if the Council Member does not say anything at a city staff meeting, a Council Member's presence may imply support or opposition, show partiality, intimidate staff, and/or hamper the staff's ability to do their job objectively.
6. **Members of Council who are unable to attend a Council meeting (Regular or Special) and desire an excused absence shall notify the City Attorney, Mayor or City Manager of their absence in writing as soon as possible prior to the meeting and indicate the reason for the absence.**
7. Mail that is addressed to the Mayor and City Council shall be delivered to the City Manager. If a response is required, the City Manager will respond and may confer with Council if necessary.
8. Incoming mail shall not be opened when addressed to individual Council Members or Staff.
9. Council Members may respond to any person or business who has written to all of the city council electronic communication. In response for a request of comment
 - a. Such correspondence by the Council Member shall state the City Council's position, if there is one, on the given issue.
 - b. No Council Member will state a position contrary to that of the City Council's unless the member states the position of City Council first and then identifies his or her position as being personal and not that of adopted policy. For example, "While I voted against, X, the City Council voted in support of."
10. **Authorization for contacting the City Attorney.** The following officials (by title) are authorized to contact the city attorney regarding city administration matters:

City Manager
Assistant City Manager
Finance Director/Treasurer
Director of Public Safety
City Clerk
Parks and Recreation Director

To the extent a council member or committee chair requires a legal opinion from the City Attorney, the Council member or chair shall make the request and copy the City Manager on their request to

the City Attorney except for the Ordinance Review Committee. Afterwards the City Attorney and our City Manager shall communicate to the council the matter at hand.

Council Conduct with One Another

1. Use formal titles. Council Members shall refer to one another formally during public meetings as Mayor, Mayor Pro-tem, or Council Member followed by the individual's last name.
2. During the council discussion and debate, no member shall speak until recognized for that purpose by the chair. After such recognition, the member shall confine discussion to the question at hand and to its merits and shall not be interrupted except by a point of order or privilege raised by another member. Speakers should address their remarks to the chair, maintain a courteous tone and avoid interjecting a personal note into debate. No member shall speak more than once on the same question until every member desiring to speak to that question shall have had the opportunity to do so.
3. Practice civility and decorum in discussions and debate with council and the public. Difficult questions, and tough challenges to a particular point of view are to be expected as are criticism of ideas. That is democracy in action. This does not allow, however, Council Members to make belligerent, personal, impertinent, slanderous, threatening, abusive, and/or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.
4. Respect the role of the Chair in maintaining order. It is the responsibility of the Mayor to keep Council Members on track during public meetings. Council Members should respect efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason, following the rules outlined in parliamentary procedure.
5. Avoid personal comments that could offend other Council Members. If a Council Member is personally offended by the remarks of another Council Member, the offended Council Member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Council Member to justify or apologize for the language used. The Chair will maintain control of such discussions.

City Council Relationship with City Commissions and Committees, and Council Member Representation to Other Agencies and Groups

1. Members of the City Council shall not influence commission or committee recommendations including DDA and TIFA boards, or influence or lobby individual commission or committee members on any item under their consideration, except for a council member who is part of such board, committee, or commission with voting rights. It is important for commissions and committees to be able to make objective and independent recommendations to the City Council. Members of Council who influence commission positions on an item may prejudice or hinder their role in reviewing the commission's recommendation as a member of the City Council.
2. Council Members shall have the right to attend meetings of other City commissions and committees but are cautioned about becoming involved in the meeting's discussions, including speaking during public comment.
3. If a City Council Member represents the City before another governmental agency or organization, the Council Member shall first indicate the opinion of the Council. Personal opinions and comments may be expressed only if the Council member clarifies that these statements do not represent the position of the City Council.

General Provisions

1. The text herein shall constitute the entire Rules of the City Council. These rules supersede and/or render void all prior written and/or oral Rules of Council relating in any manner whatsoever to the subject matter contained herein unless contained in the City Charter or Code of Ordinances.
2. In any provision, or any portion thereof, contained in these rules is held to be unconstitutional, invalid, or unenforceable, the remaining rules or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
3. These rules of the council will be placed on the January agenda of the council following the seating of newly elected council members for review and adoption. A copy of the rules adopted shall be distributed to each council member. The council may alter or amend its rules at any time by a vote of the majority of its members after notice has been given of the proposed alteration or amendment.
4. The Mayor and City Attorney shall be responsible for enforcing the Rules of the City Council contained herein, as well as the Code of Conduct.
5. These rules may be suspended for a specified portion of a meeting by the majority of the Council Members present.

Compliance

The City of Grosse Pointe Park Rules of City Council and Council Code of Conduct expresses standards of conduct expected for members of the Grosse Pointe Park City Council. Members themselves have the primary responsibility to ensure that standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

As a member of the Grosse Pointe Park City Council, I agree to uphold the Rules of City Council and Council Code of Conduct for elected and appointed officials adopted by the City Council and conduct myself in a professional manner:

Date

Council Member

Robert's Rules of Order Reference Sheets

DRAFT

Action	What to Say	Can interrupt speaker?	Need a Second?	Can be Debated?	Can be Amended?	Votes Needed
Introduce main motion	"I move to..."	No	Yes	Yes	Yes	Majority
Amend a motion	"I move to amend the motion by...." (add or strike words or both)	No	Yes	Yes	Yes	Majority
Move item to committee	"I move that we refer the matter to committee."	No	Yes	Yes	No	Majority
Postpone item	"I move to postpone the matter until..."	No	Yes	Yes	No	Majority
End debate	"I move the previous question."	No	Yes	Yes	No	Majority
Object to procedure	"Point of order."	Yes	No	No	No	Chair decision
Recess the meeting	"I move that we recess until..."	No	Yes	No	No	Majority
Adjourn the meeting	"I move to adjourn the meeting."	No	Yes	No	No	Majority
Request information	"Point of information."	Yes	No	No	No	No vote
Overrule the chair's ruling	"I move to overrule the chair's ruling."	Yes	Yes	Yes	No	Majority
Extend the allotted time	"I move to extend the time by ____ minutes."	No	Yes	No	Yes	2/3
Enforce the rules or point out incorrect procedure	"Point of order."	Yes	No	No	No	No vote
Table a Motion	"I move to table..."	No	Yes	No	No	Majority

Verify voice vote with count	"I call for a division."	No	No	No	No	No vote
Object to considering some undiplomatic matter	"I object to consideration of this matter..."	Yes	No	No	No	2/3
Take up a previously tabled item	"I move to take from the table..."	No	Yes	No	No	Majority
*Reconsider something already disposed of	"I move to reconsider our action to..."	Yes	Yes	Yes	Yes	Majority
Consider something out of its scheduled order	"I move to suspend the rules and consider..."	No	Yes	No	No	2/3
Close the meeting for executive session	"I move to go into executive session."	No	Yes	No	No	Majority
Personal preference- noise, room temperature, distractions	"Point of privilege"	Yes	No	No	No	No vote

References

- *Handbook for Municipal Officials*, Michigan Municipal League; July 2015;
<https://www.mml.org/pdf/resources/publications/ebooks/HMO%20-%20complete%20book.pdf>
- *Handbook for General Law Village Officials*, Michigan Municipal League; November 2017;
<http://www.mml.org/pdf/resources/publications/ebooks/GLV%20Handbook%20-%202017.pdf>
- *Meetings: Agenda and Minutes A handbook for municipal officials*, Michigan Municipal League; 2017;
<http://www.mml.org/pdf/resources/publications/ebooks/Meeting%20Agendas%20And%20Minutes.pdf>
- *Michigan Open Meetings Act Handbook*, State of Michigan; 2018;
https://www.michigan.gov/documents/ag/OMA_handbook_287134_7.pdf
- *Robert's Rules of Order Cheat Sheet for Nonprofits* by Nick Price, Boardeffect.com; April 13, 2018; <https://www.boardeffect.com/blog/roberts-rules-of-order-cheat-sheet/>
- City of Grosse Pointe Park City Charter
- [National League of Cities](#)
- [ICMA](#)
- [Grand Ledge, Portland, Davison, Traverse City, Port Huron, and Grosse Pointe City](#)



CITY COUNCIL MEETING

DATE: December 11, 2023

SUBJECT: City Commission Board and Mayoral Appointments

SUMMARY: Recreation Commission- 3 Year Terms

Mike Bannon- Expiring 2026

Roy Edmonds- Expiring 2026

TIFA Board- 4 Year Terms

Curt Ralstrom- Expiring 2027

Mary Distel- Expiring 2027

Julie Secord- Expiring 2027

Ethics Review Board- 3 Year Term

Anthony Agosta- Expiring 2026

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Motions to approve Recreation, TIFA and Ethics Review Board Appointments

Motion to approve Mayoral appointments to Council Committee and Liason positions

PREPARED BY: Nick Sizeland, City Manager

	Tom Caulfield	Brent Dreaver	Christine Gallagher	Tim Kolar	Marty McMillan	Max Wiener	Michele Hodges		NOTES
Mayor Pro Tem	X								
Beautification		X							
Recreation Commission	X								
Marina Sub Committee					X				
Planning Commission							X		
DDA							X		
Community Engagement		Chairperson		X			X		
Ordinance Review	Chairperson		X		X				
Personnel					Chairperson	X	X		
Public Safety			X	X	Chairperson				
Infrastructure and Utilities	X	X				Chairperson			
MML			X						liaison
SEMCOG				X					liaison
Councilmember for Finance	X			X					
BOE & Trombly	alternate						X		liaison
ECN							X		liaison
JEI							X		liaison
GPP Business Association						X			liaison
GPP Foundation	X								liaison
Senior Citizens							X		liaison
NOTE THESE ARE TEMPORARY (JUNE 2024) ASSIGNMENTS. W/CONDITIONS.									



CITY COUNCIL MEETING

DATE: December 11, 2023

SUBJECT: Presentation from the Helm

SUMMARY: The Helm will be presenting the City and its residents with information regarding senior population growth projections, results of polling the Helm conducted gauging community interest of a senior service millage, the millage proposal and its costs.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Listen and review to presentation and ask questions of the presenters

PREPARED BY: Nick Sizeland, City Manager



CITY COUNCIL MEETING

DATE: December 11, 2023

SUBJECT: 1211, 1215/1217 Wayburn Conditional Rezoning Extension Request

SUMMARY: At its December 12, 2022, meeting, the City Council granted a conditional rezoning request to rezone 1211 and 1215/1217 Wayburn from R-D (Two-Family Residential) to P-1 (Vehicular Parking). The request was made to permit the development of a parking lot intended to serve businesses and residents in the proximity of Alter Road and Wayburn, including a proposed mixed-use building in the City of Detroit that featured a daycare center and apartments. The conditions on the request are as follows:

1. The rezoning request will be contingent on securing all required approvals and permits from Detroit to develop the parking lots in a manner that is substantially similar to that shown on the site plans included with the application by December 31, 2023, or as otherwise extended by the Park City Council.
2. After securing all required approvals from Detroit, construction has commenced by December 31, 2024, or as otherwise extended by the Park City Council.

Currently, the applicant has not secured all required approvals from the City of Detroit (and has represented it will be unable to obtain such approvals by December 31, 2023) and is seeking a one-year extension of its conditional rezoning approval. A letter from William J Thomas Studios, on behalf of the applicant, accompanies this report. Pursuant to State Law (MCL 125.3405) a time period specified by a local unit of government "may be extended upon the application of the landowner and approval of the local unit of government." Based on this authority, the City Council may, within its sole discretion, approve an extension to the previously approved time period for compliance.

Attached for your review are the agenda items (application, Planner analysis, site plan, etc.) from the December 12, 2022, Council meeting that were used by both the Planning Commission and City Council in guiding their respective actions.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Consider the applicant's request for an extension.

PREPARED BY: Warren Rothe, Assistant City Manager

Grosse Pointe Park Parking Lot Development

PROJECT: GPP Parking Lot Developments

DATE: December 6, 2023

City of Grosse Pointe Park,

On behalf of the application in reference to the approvals of the “Parking Use” for the 5 Wayburn Lots from the City Council from December 12, 2022, we are asking for a (1) year extension while we finalize the approval process with the City of Detroit for the Detroit side of the development and (1) year beyond for start of construction. The history and current status of the Detroit portion of the work is as follows.

Development Version 1:

Submitted for Preliminary Planning Review (PPR) 11-17-22

PPR Planning Meeting with City of Detroit Departments 12-6-22

Development Version 2:

Re-Submittal of PPR 1-20-23

PPR Report received based on Re-Submittal of PPR 2-19-23

Submission of Site Plan Approval Package (SPR) 4-24-23

Receipt of SPR Report 7-24-23

Development Version 3:

Re-Submittal of PPR Package 8-7-23

Receipt of PPR Report 8-24-23

Re-Submittal of SPR Package 9-14-23

SPR Meeting with the City 12-5-23

Currently awaiting dates for Special Land Use and BZA Hearings in order to obtain required Variances and uses need to finalize the SPR Request.



CITY COUNCIL MEETING

DATE: December 12, 2022

SUBJECT: Zoning Ordinance Map Amendment: 1211 Wayburn, 1215/1217 Wayburn

SUMMARY: Michael Stines, acting on behalf of the property owners of 1211 Wayburn, and 1215/1217 Wayburn has submitted an application to conditionally rezone the properties from R-D (Two-Family Residential) to P-1 (Vehicular Parking). The proposed map amendment is being requested to permit the development of a parking lot that is intended to serve businesses and residents in the proximity of Alter Road and Wayburn. This includes a proposed mixed-use building in the City of Detroit that will feature a daycare center and apartments. Conditions voluntarily proposed by the applicant include:

1. The rezonings requested will be contingent on securing all required approvals and permits from Detroit to develop the parking lots in a manner that is substantially similar to that shown on the site plans included with these applications by December 31, 2023, or as otherwise extended by the Park City Council; and
2. After securing all required approvals from Detroit, construction has commenced by December 31, 2024, or as otherwise extended by the Park City Council.

This request constitutes a request to change or amend the City's zoning map. This is accomplished through an amendment to the Zoning Ordinance which involves a two-step process. First, the Planning Commission holds a public hearing and votes to recommend that an application be approved or denied by the City Council. The Planning Commission considered the application and held the required public hearing at its December 7th regular meeting, where they unanimously voted to recommend approval of this rezoning request. The second step in amending the zoning ordinance is approval by the legislative body, in this case the City Council.

The following materials are attached as part of the rezoning request for your review and consideration.

1. Staff report by the City Planner
2. Rezoning Application
3. Conceptual Site Plan
4. Copy of Public Notice
5. Affidavit of publication for the Public Notice
6. List of property owners within 300 feet of the subject properties who were mailed the public notice.

7. Written comments which were submitted to the Planning Commission. (Included once in the packet but also apply to the second rezoning request the Council will be considering)

FINANCIAL IMPACT: N/A

RECOMMENDATION: Consider granting the applicant's request to rezone the affected properties from R-D (Two-Family Residential) to P-1 (Vehicular Parking)

PREPARED BY: Warren Rothe, Assistant City Manager



John Jackson, AICP

STAFF REPORT CONTACT INFORMATION

Michael Stines

CASE/NUMBER

APPLICANT/PROPERTY OWNER

December 7, 2022

1211, 1215 Wayburn

PUBLIC HEARING DATE

PROPERTY ADDRESS/LOCATION

BRIEF SUMMARY OF REQUEST

This applicant is requesting to conditionally rezone two parcels from R-D to P1 to allow them to construct a parking lot. The parking lot will be part of the shared parking system that currently serves the Park's Kercheval business district. The applicant has voluntarily proposed to develop the parking lot as depicted in the conceptual site plan including central pay station, electrical vehicle charging stations, permeable pavers, centralized trash collection with enclosures, extensive landscape screening, and screen walls located adjacent to the residential lots and along the street frontages. This request is conditioned on the City of Detroit approving the development of the parking lots immediately to the west on Alter Road, as part of a larger redevelopment concept for the area.



MAP SOURCE: Google Maps

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING/LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R-D, Residential	Vacant; formerly Single Family/Two-Family, Four-Family Residential	B-1/Commercial R-D/Residential	Vacant lots	Appx. 23,300 square feet total – about 4,000sf in GPP

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

REVISE AND RESUBMIT

DENY

COMPATIBILITY with the COMPREHENSIVE PLAN	PROPERTY HISTORY
The recently adopted master plan identified this area as Mixed Residential Neighborhood. The Master Plan also promotes three-story mixed-use development on Kercheval, the implementation of green infrastructure and EV charging stations. The proposed rezoning is consistent with many of the MP objectives.	Each of these parcels has been used as residential dwellings for several decades.
COMPATIBILITY with the ZONING ORDINANCE	
Sec. 27-71. The P-1 Vehicular Parking Districts are intended to permit the establishment of areas to be used solely for off-street parking of private passenger vehicles as a use incidental to a principal use. These districts will generally be provided by petition or request to serve a use district which has developed without adequate off-street parking facilities.	

ATTACHMENTS (CIRCLE)

LEGAL DESCRIPTION		
SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE

HEADQUARTERS

235 East Main Street
Suite 105
Northville, Michigan 48167

PUBLIC COMMENTS

☎ 248.596.0920
✉ 248.596.0930
MCKA.COM

AGENCY COMMENTS

RESPONSE TO STANDARDS

Communities for real life.

We have reviewed the above request with the City's Zoning Ordinance, Master Plan, other applicable plans, conditions on the site, and sound planning and design principles in an effort to provide constructive and helpful feedback for the development of this site. We offer the following comments for your consideration.

1. Background

The applicant has submitted a request for **conditional** rezoning. This approach allows the applicant to voluntarily offer conditions that would make the requested rezoning more favorable to the City. The City may not impose additional conditions on the applicant's request. The conditions will be recorded in a conditional rezoning contract. In the event the conditions are not met within a specific time period, the zoning may revert back to the original zoning.

The subject property located partially in Grosse Pointe Park and mostly in the city of Detroit has been assembled to accommodate the development of a 37-space metered parking lot to serve the Kercheval Avenue Business District. The City's recently adopted Master Plan indicates that providing adequate parking in this Business District is important to the long-term viability of this area. The Master Plan identifies a number of other policies intended to reduce reliance on surface parking lots including alternative forms of mobility and connections.

Although the Master Plan and the recently completed Parking Study promote alternatives to surface parking lots and managing the existing supply of parking, the Parking Study states that when the existing supply of parking is utilized over 75-90% from new uses and redevelopment, "more public parking should be added".

The block served by the proposed parking lot currently contains a proposed three-story mixed-use building with a day care center on the first floor, six residential units on the second floor, and six more residential units on the third floor. The City's zoning ordinance requires 44 spaces for the proposed day care center and 18 spaces for the residential units.

That does not include the proposed infill building. With the proposed parking lot, there would be a deficit according to the City's current parking requirements. Using a reduced, and more appropriate standard for a tight-knit walkable environment, there would still be a parking deficit, especially if the block was fully developed with two floors of residential uses as envisioned in the Master Plan.

NEW PUBLIC PARKING OPPORTUNITIES

There may be a future need to add more parking spaces, especially within the Kercheval Business District. We recommend that the City continues to monitor the overall performance of the parking system and operations by conducting annual field surveys and tracking the data against threshold indicators to ensure that parking utilization is within the 75-90% occupancy range.

New businesses, especially ones with an anticipated higher parking demand in the evening hours (e.g.: restaurants and bars), will decrease the amount of available parking spaces in the districts. The Kercheval Business District is anticipating a few new redevelopments in the western portion of the district in 2022/2023, including a new restaurant at the corner of Maryland and Kercheval. While some of the increased parking demand could be handled by off-street private lots on site, there will be additional demand for on-street parking which could raise the occupancy levels to 90% or greater for certain blocks, especially during evening hours.

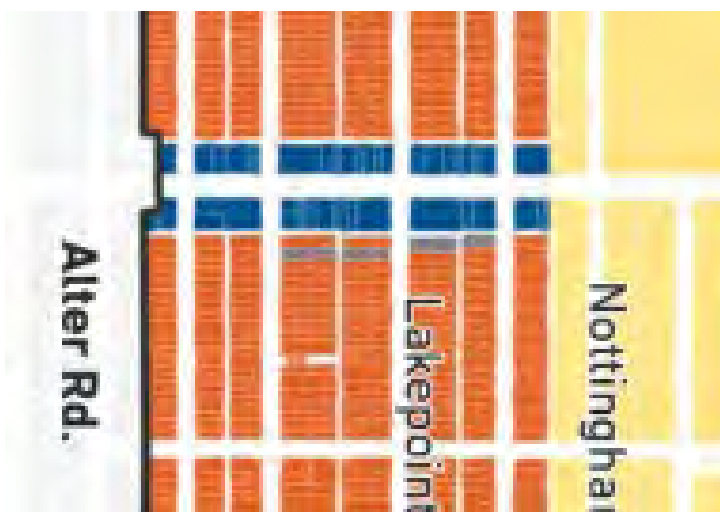
Enhancing wayfinding, adding meters or pay stations, and adjusting time limits and rates will be critical to help with turnover of parking. After these initial recommendations are implemented, and parking occupancy levels are starting to rise in multiple blocks and parking lots, then more public parking should be added to the Kercheval Business District.

GPP – Parking Study 2021

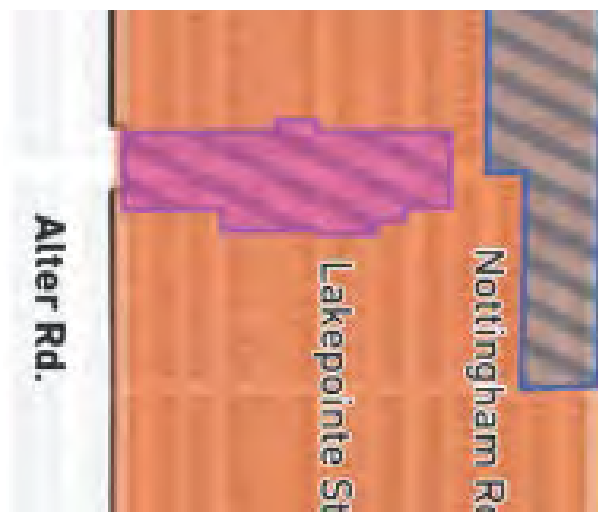
The response to the City's survey during the master plan process indicated that over 85% of the people that come to the business districts drive themselves. Because there are minimal options, over 70% park on the street.

2. Zoning and Use

LOCATION	EXISTING LAND USE	CURRENT ZONING	FUTURE LAND USE
Subject Site	Residential	RD, Two Family	Mixed Residential
North	Residential	RD, Two Family	Mixed Residential
South	Commercial	B, Local Business; B4, General Business (in Detroit)	Business District; Neighborhood Commercial (in Detroit)
East	Residential	RD, Two Family	Mixed Residential
West	Residential	R2, Two Family (in Detroit)	Low-Density Residential (in Detroit)



LEGEND		
— Community Boundary		
Zoning Districts		Minimum Lot Size per D.U.
RA	One Family Residential	10,000 Sq. Ft.
RB	One Family Residential	7,200 Sq. Ft.
RC	Two Family Residential	5,000 Sq. Ft.
RD	Two Family Residential	2,500 Sq. Ft.
OS	Office-Service	
B	Local Business District	
P-1	Parking	



LEGEND	
	Business Districts/Areas
	Institutions
	Parks
Neighborhoods	
	Residential Neighborhood
	Mixed Residential Neighborhood

3. Proposed Conditions

The applicant has offered the following conditions as part of their request:

- A. The rezonings requested will be contingent on securing all required approvals and permits from Detroit to develop the parking lots in a manner that is substantially similar to that shown on the site plans included with these applications by December 31, 2023, or as otherwise extended by the Park City Council.
- B. After securing all required approvals from Detroit, construction has commenced by December 31, 2024, or as otherwise extended by the Park City Council.

These conditions are appropriate given the multi-jurisdictional location. In addition, they provide sufficient flexibility in case the configuration of the parking lots and circulation are modified to improve circulation or avoid utilities, etc.

4. Rezoning Standards

The following standards were developed to assist the City in evaluating any rezoning request and represent best planning and zoning practices and are consistent with the intent of the Michigan Planning Enabling Act:

- A. **Consistency with the Master Plan's goals, policies, and Future Land Use Map, including planned timing or sequence of development.** The site is planned and zoned for Mixed Residential/Two-family uses and has historically been used this way. However, the City's Master Plan and the recent parking study anticipate the eventual need for additional public parking to serve the Kercheval Avenue Business District. In addition, the City's current parking standards would require significantly more parking to accommodate the level of development envisioned in the master plan.

While the rezoning may not match the Future Land Use Map, the proposed rezoning is consistent with the long term, goals and objectives of the City, and recent initiatives to invest in convenient public parking adjacent to the Kercheval Avenue Business District. We find these standards are met.

- B. **Compatibility of all the potential uses allowed in the proposed zoning district(s) with the site's physical features.** The proposed parking lot will have open areas along the Wayburn street frontages, along the adjacent property line, and utilizes permeable pavers to reduce the stormwater impacts of the proposed parking area. We find these standards are met.

- C. **Compatibility of all the potential uses allowed in the proposed district(s) with surrounding uses and zoning in terms of suitability, intensity, traffic impacts, aesthetics, infrastructure and potential influence on property values.** In several areas of the Kercheval Business District, there are single family homes that abut the alleys behind active businesses. Providing surface parking as a buffer or transition between the service areas of the businesses and the adjacent residential neighborhood is a sound planning practice that will enhance the compatibility between the two uses. We find these standards are met.

- D. **Capacity of available utilities and public services to accommodate the uses permitted in the district(s) without compromising the health, safety, and welfare of the City.** The City has the resources to manage the proposed parking lot and the proposed design that includes permeable pavers and other innovative stormwater protection measures will reduce the impact on City infrastructure. In addition, the revenue from the proposed pay stations will help offset the City's maintenance of the parking lots. We find these standards are met.

- E. Capability of the road system to safely and efficiently accommodate the expected traffic generated by uses permitted in the zoning district(s).** The proposed parking lot will reduce the impact of traffic circulating looking for available parking and reduce pressure for on-street parking in residential neighborhoods. We find these standards are met.
- F. The apparent demand for the types of uses permitted in the district(s) in relation to the amount of land currently zoned and available in the City to accommodate the demand.** The intent of the City is to provide a variety of alternative to surface parking, however, with the continued success of the Kercheval Avenue Business in the form of redevelopment and thriving businesses, the Parking Study states that there will be increased demand for parking.

The current mix of uses along Kercheval is only slightly deficient with respect to the City's current parking standards and assuming all public and private lots are available for all users.

In the event the available space for commercial uses (ground floor) is fully utilized and no more residential units are added, there will be a deficit of over 380 spaces according to the City's zoning ordinance.

We recognize that the City's parking standards need to be reviewed and updated, but with 85% of customers driving individually to the City's business districts, parking will continue to be in demand.

Public, shared, and managed parking lots are much more efficient and effective in providing the necessary parking and reducing the need for private parking lots. We find these standards are met.

- G. The boundaries of the proposed district(s) in relationship to the surrounding area and the scale of future development on the site.** The boundary of the new district is compatible with the surrounding area and scale of future developments. The site is just large enough to accommodate a double loaded row of parking, a service alley, sufficient screening and fits in with the urban character of the neighborhood.

As the plans continue to evolve, there may be a chance to revise the plans to consolidate the service alley with the circulation aisle for the parking. This could provide additional space for buffering to the adjacent residential uses and reduce curb cuts on Wayburn. We find these standards are met.

- H. The requested rezoning will not create an isolated or incompatible zone in the area.** The requested site is located between the B, Local Business District, and R-D, Mixed Residential District and provides a logical transition between the two districts. We find these standards are met.
- I. Other factors deemed appropriate by the Planning Commission and City Council.** We find that the request for rezoning to P-1 to allow the proposed parking lot is consistent with the initiatives of the City to have convenient surface parking for the Kercheval Avenue Business District in a way that protects the character of the Business District (no surface parking lots along Kercheval) and provides a transition to the adjacent residential neighborhoods. The City may want to consider developing a parking plan to identify locations for future parking lots to serve this and other business districts in the City.

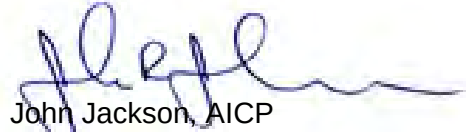
SUMMARY AND RECOMMENDATION

Based on the findings above, we recommend the Planning Commission recommend approval of the proposed rezoning to the City Council.

We look forward to reviewing these findings and recommendations with you. In the meantime, if you have any questions, please feel free to contact us.

Respectfully submitted,

McKENNA

A handwritten signature in blue ink, appearing to read 'John Jackson', is written over a faint, light blue circular stamp.

John Jackson, AICP
President

Michael Boettcher, AICP, Senior Planner

Cc: Nick Sizeland, City Manager
Warren Rothe, Assistant City Manager
Terry Brennan, Building Official



City of Grosse Pointe Park

FEE: \$500.00 + Escrow Deposit

REZONING APPLICATION

MAIL TO: CITY OF GROSSE POINTE PARK
BUILDING DEPARTMENT
15115 E. Jefferson
Grosse Pointe Park, MI 48230

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, THE REZONING REQUEST WILL NOT BE SCHEDULED FOR A HEARING UNTIL IT HAS BEEN VERIFIED THAT ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS.

If you have any questions, please call (313)822-6200 or e-mail building@grossepointepark.org.
Please refer to www.grossepointepark.org to find the following information:

- Planning Commission page for meeting schedule
- Zoning Ordinance Section 27-171; Changes and Amendments

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: SEE ATTACHED
Address: _____
City, State, Zip: _____
Phone #: _____
Email: _____

APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING

APPLICANT/OWNERS REPRESENTATIVE

Name: MICHAEL STINES
Address: 121 KERCHEVAL AVENUE
City, State, Zip: GROSSE POINTE FARMS, MI 48236
Phone #: [REDACTED]
Email: [REDACTED]

APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING

PRE-APPLICATION CONFERENCE

It is strongly encouraged that all applicants and their representatives meet with City of Grosse Pointe Park staff prior to submitting an application for a rezoning. A pre-application meeting with staff allows for a preliminary review of the application procedures, project timelines, compliance with the City Master Plan, and other project criteria, and prevents most situations that usually results in a project being postponed.

PHASING OF APPLICATION

Public hearings before the Planning Commission are held for initial review of a rezoning application. Applications and support materials must be submitted twenty (20) business days prior to the public hearing date. The Planning Commission will make a recommendation to City Council who will take the final action on the application.



City of Grosse Pointe Park

PROPERTY INFORMATION

Property Address: 1211 WAYBURN; 1215-1217 Property ID Number: SEE ATTACHED
Size of property (frontage / depth / sq. ft. or acres): SEE ATTACHED
Surrounding Zoning Districts: North R-D South B-1 East R-D West R-2 (DETROIT)
Legal Description: SEE ATTACHED

PROPOSAL

Current Zoning District: R-D Proposed Zoning District: P-1

Please note: If proposing a Rezoning with Conditions, please attach a separate sheet(s) with your proposed conditions

I hereby certify the following:

1. I am the legal owner of the property for which this application is being submitted, or I have submitted a written statement by the property owner that allows me to apply on their behalf.
2. I desire to apply for a rezoning of the property indicated in this application with the attachments and the information contained herein is true and accurate to the best of my knowledge.
3. The requested rezoning would not violate any deed restrictions attached the property involved in the request.
4. I have read the recommended sections of the Zoning Ordinance and understand the necessary requirements that must be completed.
5. I understand that the payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the plan.
6. I acknowledge that this application is not considered filed and complete until all of the required information has been submitted and all required fees have been paid in full. Once my application is deemed complete, I will be assigned a date for a public hearing before the Planning Commission that may not necessarily be the next scheduled meeting due to notification requirements and Planning Commission Bylaws.
7. I acknowledge that this form is not in itself a rezoning but only an application for a rezoning and is valid only with procurement of applicable approvals.
8. I authorize City Staff, and the Planning Commission and City Council members to inspect the site.

Property Owner Signature: [Signature] Date: 11/14/22

OFFICE USE ONLY:

Parcel ID #: _____ File #: _____ Date: _____
Hearing Date: _____ Application Deadline(including all support material): _____
Receipt #: _____ Check #: _____ Received by & date: _____

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

Property #1: 1211 Wayburn

- Owner: 1211 Wayburn, LLC
- Parcel #: 39-007-16-0061-000
- Size: 0.095 acre
- Legal Description: LOT 61, SCHIAPPACASSES SUB OF LOT 5 ETC OF ALTERS PLAT PC 570 L37 P61, WAYNE COUNTY RECORDS

Property #2: 1215-1217 Wayburn

- Owner: 1215-17 Wayburn, LLC
- Parcel #: 39-007-16-0060-000
- Size: 0.070 acre
- Legal Description: LOT 60, SCHIAPPACASSES SUB OF LOT 5 ETC OF ALTERS PLAT PC 570 L37 P61, WAYNE COUNTY RECORDS

November 14, 2022

Mr. Warren Rothe
Assistant City Manager
City of Grosse Pointe Park
15115 E. Jefferson Avenue
Grosse Pointe Park, MI 48230

Via email only: rothew@grossepointepark.org

Re: Rezoning Applications

Dear Warren:

Enclosed please find two Rezoning Applications relating to certain properties located on Wayburn Street in Grosse Pointe Park (the "Park"). I appreciate your assistance in having these placed on the agenda for consideration at the next Planning Commission meeting.

As this is part of a larger, cross-border project involving the City of Detroit ("Detroit"), I am offering the following conditions with our applications:

1. The rezonings requested will be contingent on securing all required approvals and permits from Detroit to develop the parking lots in a manner that is substantially similar to that shown on the site plans included with these applications by December 31, 2023, or as otherwise extended by the Park City Council; and
2. After securing all required approvals from Detroit, construction has commenced by December 31, 2024, or as otherwise extended by the Park City Council.

If both of the above-described conditions are not met within the proposed timeframes, the rezonings (if recommended Planning Commission and approved City Council at the next regularly scheduled meetings) would revert back to R-D from P-1.

Again, thank you for your consideration. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Stines', is written over a faint rectangular background.

Michael L. Stines

City of **Grosse Pointe Park**, Michigan

NOTICE OF PUBLIC HEARING ON CONDITIONAL ZONING ORDINANCE AMENDMENT

PLEASE TAKE NOTICE The Planning Commission of the City of Grosse Pointe Park will hold a Public Hearing on Wednesday, December 7, 2022, at 7:00 PM in the Council Chamber of City Hall, Fourth Floor, 15115 E. Jefferson Avenue, Grosse Pointe Park, Michigan 48230 on the following matter:

Public Hearing PC-2022-02, request to conditionally rezone 1211 Wayburn (Parcel #39-007-06-0061-000), and 1215/1217 Wayburn (Parcel #39-007-16-0060-000) from R-D (Two-Family Residential) to P1 (Vehicular Parking). Proposed conditions set forth in the application include securing all required approvals and permits from the City of Detroit by December 31, 2023, or as otherwise extended by the Grosse Pointe Park City Council; and to commence construction of the proposed cross-border parking lot by December 31, 2024, or as otherwise extended by the Grosse Pointe Park City Council. Information concerning this request may be obtained from the Public Service Department during regular business hours from 8:00 a.m. to 4:30 p.m., Monday through Friday, or by calling (313)-822-4365. Written comments concerning this request will be received by the Public Service Department prior to the public hearing or by the Planning Commission at the public hearing. Comments can be submitted via email at planning@grossepointepark.org. The recommendation of the Planning Commission will be forwarded to the City Council after the Public Hearing.

Warren J. Rothe,
Assistant City Manager
Page 57 of 116

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

16980 Kercheval Pl
Grosse Pointe, Michigan 48230
(313)882-3500

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

City of Grosse Pointe Park

was duly published in accordance with instructions, in the GROSSE POINTE NEWS on
the following date:

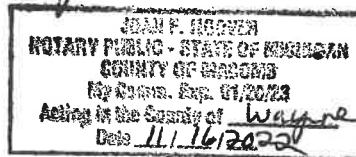
November 17, 2022

#1 GPP 11/17 PHN LOT 1 REZONING

and knows well the facts stated herein, and that she is the Administrative Assistant
of said newspaper.

Melanie Mahoney

Joan F. Hoover



Notary Public

Street Address	City	State	Zip Code	Parcel ID
15115 E. JEFFERSON	GROSSE POINTE PARK	MI	48230	39008040012002
14932 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39008040009000
14938 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39008040010000
15020 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39008040012001
15029 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39007160011000
15029 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39007160012000
15011 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39007160016000
15005 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39007160018000
14945 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39007160021000
1249 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160050000
1247 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160051000
1243 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160052000
1241 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160053000
1237 -39 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160054000
1235 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160055000
1231 -33 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160056000
1227 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160057000
1225 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160058000
1221 -1223 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160059000
1215 -17 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160060000
1211 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160061000
1216 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160064000
1222 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160065000
1224 -1226 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160066000
1228 WAYBURN	GROSSE POINTE	MI	48230	39007160067000
1232 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160068000
1234 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160069000
1236 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160070000
1238 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160071000
1242 -1244 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160072000
1241 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160083000
1239 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160084000
1235 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160085000
1231 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160086000
1227 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160087000
1225 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160088000
1221 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160089000
1217 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160090000
1213 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160091000
1212 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160062001
1214 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160062002
2155 ALTER	DETROIT	MI	48215	21063182
2151 ALTER	DETROIT	MI	48215	21063183
2145 ALTER	DETROIT	MI	48215	21063184
2137 ALTER	DETROIT	MI	48215	21063185
14911 KERCHEVAL	DETROIT	MI	48215	21000849.002L
14925 KERCHEVAL	DETROIT	MI	48215	21000850
2115 ALTER	DETROIT	MI	48215	21000844-8
2166 ALTER	DETROIT	MI	48215	21062751
2156 ALTER	DETROIT	MI	48215	21062750
2150 ALTER	DETROIT	MI	48215	21062749
14901 KERCHEVAL	DETROIT	MI	48215	21000849
2170 ALTER	DETROIT	MI	48215	21062752
14930 KERCHEVAL	DETROIT	MI	48215	21000615-6
2163 ALTER	DETROIT	MI	48215	21063181
2146 ALTER	DETROIT	MI	48215	21062748
2140 ALTER	DETROIT	MI	48215	21062747
2132 ALTER	DETROIT	MI	48215	21062746
2124 ALTER	DETROIT	MI	48215	21062745
2174 ALTER	DETROIT	MI	48215	21062753
2167 ALTER	DETROIT	MI	48215	21063180
3762 ASHLAND	DETROIT	MI	48215	21062127-8
2127 ALTER	DETROIT	MI	48215	21063187
2186 ALTER	DETROIT	MI	48215	21062755
2180 ALTER	DETROIT	MI	48215	21062754
2133 ALTER	DETROIT	MI	48215	21063186
2194 ALTER	DETROIT	MI	48215	21062756
14929 KERCHEVAL	DETROIT	MI	48215	21000851
14900 KERCHEVAL	DETROIT	MI	48215	21000619
14933 KERCHEVAL	DETROIT	MI	48215	21000852
14912 KERCHEVAL	DETROIT	MI	48215	21000618
14922 KERCHEVAL	DETROIT	MI	48215	21000617

Written Comments for Rezoning Applications 2022-02 and 2022-03

Submitted by Brian Vosburg

Dear Planning Commissioners,

Once again you are being asked to rezone properties from Residential to Parking. And once again I will reiterate my main objections to this rezoning request. I'm sure many other neighbors will express additional and extremely valid objections to this rezoning as well.

-You just completed a master planning process and approved a new Master Plan earlier this year. No where in this still new Master Plan does it state that expanding off-street parking should be a priority for our community. An extraordinarily large percentage of our community spent a year giving you their thoughts, ideas, and opinions about what our City should look like and how it should function. And you as our Planning Commission listened to us and also gave your input to create and approve our Master Plan. You approved a Master Plan that you stated is our community's vision for the future of our City. Please follow what you and your neighbors spent a year working on and deny this request for a rezoning to parking.

-If the legally required master plan representing one of the most democratic processes our community has undertaken to express the will of its citizens is somehow not enough for you to deny this rezoning, our City also undertook a City-wide parking study shortly after the Master Plan. This parking study recommended our City undertake 6 initiatives before it considers expanding any off-street parking. Our City has not even attempted to start any of these 6 initiatives. The facts of this parking study, which included factoring in post-COVID vehicle traffic, show that we need better managed parking, not more parking spaces.

Vote based on the clear opinions of the citizens of this community that you are serving. Vote based on the clear facts. Vote NO on this rezoning request.

Sincerely,

Brian Vosburg
1100 Block of Maryland

Submitted by Randy Cousineau

To: Planning Commission

I would like to voice my opinion in strong support of the Conditional Rezoning petitions. This area has been in need of additional parking for the last 30 years. The addition of the off-street parking will benefit businesses and residents alike. This increase in parking is a necessary step for the continued building of the vitality, and property values, of our neighborhood.

Letter from GPP Business Association (see attached)



To Whom it May Concern,

My name is Joe Hebeka and I'm the founder and President of the Grosse Pointe Park Business Association. I also own Belding Cleaners on Kercheval Avenue, one of the oldest continually operating businesses in all five Grosse Pointes' at 104 years old.

For many years, parking, or the lack of parking, has been a popular topic amongst business owners in Grosse Pointe Park. As the commercial district has grown with many new businesses over the past ten to fifteen years, so has the demand for parking, which obviously go hand-in-hand. Customers and patrons are increasingly frustrated with parking issues. Ample parking is almost always necessary for a commercial district to thrive and grow.

Lack of parking also poses as a problem with staff as well. Often, employees and staff must park on residential side streets and walk in unfavorable climates like snow and or rain which can be a deterrent in hiring, at a time in which there is already a labor shortage. As new businesses continue to open or expand, side street parking will only become more congested. Some of the business owners on Kercheval must park in front of their own business and feed the parking meter all day long because they simply have nowhere else to park, which is very impractical and takes more parking away from customers and patrons.

Other business owners and I are in full support for some much-needed additional parking for our business district and we believe it will be done tastefully and in a manner that complements our beautiful commercial district. Customer accessibility is a key component to the livelihood of any business. With the highly welcomed new business over the past few years and to continue this amazing momentum, the time has never been better for more parking.

Thank You,

Joe Hebeka
Belding Cleaners
President, GPP Business Association

Trenton Chamberlain
Bricks Pizzeria
Vice President, GPP Business Association

Board of Directors

Zack Assaf, Village Wine Shop

Randy Cousineau, Pointe Hardware

Sonny Mio, Park Place Market

Vina Taylor, The Zealous Root



CITY COUNCIL MEETING

DATE: December 11, 2023

SUBJECT: 1155, 1159-1161, 1167 Wayburn Conditional Rezoning Extension Request

SUMMARY: At its December 12, 2022, meeting, the City Council granted a conditional rezoning request to rezone 1155, 1159/1161, and 1167 Wayburn from R-D (Two-Family Residential) to P-1 (Vehicular Parking). The request was made to permit the development of a parking lot intended to serve businesses and residents in the proximity of Alter Road and Wayburn. The conditions on the request are as follows:

1. The rezoning request will be contingent on securing all required approvals and permits from Detroit to develop the parking lots in a manner that is substantially similar to that shown on the site plans included with the application by December 31, 2023, or as otherwise extended by the Park City Council.
2. After securing all required approvals from Detroit, construction has commenced by December 31, 2024, or as otherwise extended by the Park City Council.

Currently, the applicant has not secured all required approvals from the City of Detroit (and has represented it will be unable to obtain such approvals by December 31, 2023) and is seeking a one-year extension of its conditional rezoning approval. A letter from William J Thomas Studios, on behalf of the applicant, accompanies this report. Pursuant to State Law (MCL 125.3405) a time period specified by a local unit of government "may be extended upon the application of the landowner and approval of the local unit of government." Based on this authority, the City Council may, within its sole discretion, approve an extension to the previously approved time period for compliance.

Attached for your review are the agenda items (application, Planner analysis, site plan, etc.) from the December 12, 2022, Council meeting that were used by both the Planning Commission and City Council in guiding their respective actions.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Consider the applicant's request for an extension.

PREPARED BY: Warren Rothe, Assistant City Manager

Grosse Pointe Park Parking Lot Development

PROJECT: GPP Parking Lot Developments

DATE: December 6, 2023

City of Grosse Pointe Park,

On behalf of the application in reference to the approvals of the “Parking Use” for the 5 Wayburn Lots from the City Council from December 12, 2022, we are asking for a (1) year extension while we finalize the approval process with the City of Detroit for the Detroit side of the development and (1) year beyond for start of construction. The history and current status of the Detroit portion of the work is as follows.

Development Version 1:

Submitted for Preliminary Planning Review (PPR) 11-17-22

PPR Planning Meeting with City of Detroit Departments 12-6-22

Development Version 2:

Re-Submittal of PPR 1-20-23

PPR Report received based on Re-Submittal of PPR 2-19-23

Submission of Site Plan Approval Package (SPR) 4-24-23

Receipt of SPR Report 7-24-23

Development Version 3:

Re-Submittal of PPR Package 8-7-23

Receipt of PPR Report 8-24-23

Re-Submittal of SPR Package 9-14-23

SPR Meeting with the City 12-5-23

Currently awaiting dates for Special Land Use and BZA Hearings in order to obtain required Variances and uses need to finalize the SPR Request.



CITY COUNCIL MEETING

DATE: December 12, 2022

SUBJECT: Zoning Ordinance Map Amendment: 1155 Wayburn, 1159/1161 Wayburn, 1167 Wayburn

SUMMARY: Michael Stines, acting on behalf of the property owners of 1155 Wayburn, 1159/1161 Wayburn, and 1167 Wayburn has submitted an application to conditionally rezone the properties from R-D (Two-Family Residential) to P-1 (Vehicular Parking). The proposed map amendment is being requested to permit the development of a parking lot that is intended to serve businesses and residents in the proximity of Alter Road and Wayburn. Conditions voluntarily proposed by the applicant include:

1. The rezonings requested will be contingent on securing all required approvals and permits from Detroit to develop the parking lots in a manner that is substantially similar to that shown on the site plans included with these applications by December 31, 2023, or as otherwise extended by the Park City Council; and
2. After securing all required approvals from Detroit, construction has commenced by December 31, 2024, or as otherwise extended by the Park City Council.

This request constitutes a request to change or amend the City's zoning map. This is accomplished through an amendment to the Zoning Ordinance which involves a two-step process. First, the Planning Commission holds a public hearing and votes to recommend that an application be approved or denied by the City Council. The Planning Commission considered the application and held the required public hearing at its December 7th regular meeting, where they unanimously voted to recommend approval of this rezoning request. The second step in amending the zoning ordinance is approval by the legislative body, in this case the City Council.

The following materials are attached as part of the rezoning request for your review and consideration.

1. Report by the City Planner
2. Rezoning Application
3. Site Plan
4. Copy of Public Notice
5. Affidavit of publication for the Public Notice
6. List of property owners within 300 feet of the subject properties who were mailed the public notice.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Consider granting the applicant's request to rezone the affected properties from R-D (Two-Family Residential) to P-1 (Vehicular Parking)

PREPARED BY: Warren Rothe, Assistant City Manager



John Jackson, AICP

STAFF REPORT CONTACT INFORMATION

Michael Stines

CASE/NUMBER

December 7, 2022

APPLICANT/PROPERTY OWNER

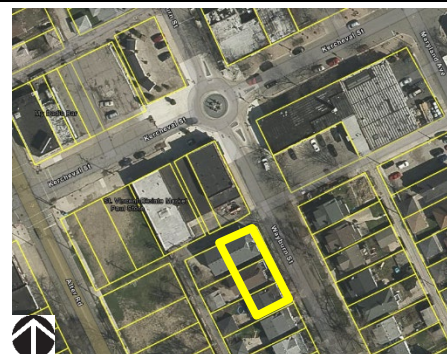
1155, 1159-1161, 1167 Wayburn

PUBLIC HEARING DATE

PROPERTY ADDRESS/LOCATION

BRIEF SUMMARY OF REQUEST

This applicant is requesting to **conditionally** rezone three parcels from R-D to P1 to allow them to construct a parking lot. The parking lot will be part of the shared parking system that currently serves the Park's Kercheval business district. The applicant has voluntarily proposed to develop the parking lot as depicted in the conceptual site plan including a central pay station, electrical vehicle charging stations, permeable pavers, centralized trash collection with enclosures, extensive landscape screening, and screen walls located adjacent to the residential lots and along the street frontages.



MAP SOURCE: Wayne County GIS

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING/LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R-D, Residential	Single Family/Two-Family, Four-Family Residential	B-1/Commercial R-D/Residential	Three existing buildings	Appx. 12,000 square feet total – about 4,000sf in GPP

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

REVISE AND RESUBMIT

DENY

COMPATIBILITY with the COMPREHENSIVE PLAN

The recently adopted master plan identified this area as Mixed Residential Neighborhood. The Master Plan also promotes three-story mixed-use development on Kercheval, the implementation of green infrastructure and EV charging stations. The proposed rezoning is consistent with many of the MP objectives.

PROPERTY HISTORY

These three parcels have been used as residential dwellings for several decades.

COMPATIBILITY with the ZONING ORDINANCE

Sec. 27-71. The P-1 Vehicular Parking Districts are intended to permit the establishment of areas to be used solely for off-street parking of private passenger vehicles as a use incidental to a principal use. These districts will generally be provided by petition or request to serve a use district which has developed without adequate off-street parking facilities.

The proposed parking will help future development meet the parking required by the City's zoning ordinance.

ATTACHMENTS (CIRCLE)

SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE
-----------------	---	--------------

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

HEADQUARTERS

235 East Main Street
Suite 105
Northville, Michigan 48167

☎ 248.596.0920
✉ 248.596.0930
MCKA.COM

Communities for real life.

We have reviewed the above request with the City's Zoning Ordinance, Master Plan, other applicable plans, conditions on the site, and sound planning and design principles in an effort to provide constructive and helpful feedback for the development of this site. We offer the following comments for your consideration.

1. Background

The applicant has submitted a request for conditional rezoning. This approach allows the applicant to voluntarily offer conditions that would make the requested rezoning more favorable to the City. The City may not impose additional conditions on the applicant's request. The conditions will be recorded in a conditional rezoning contract. In the event the conditions are not met within a specific time period, the zoning may revert back to the original zoning.

The subject property located partially in Grosse Pointe Park and mostly in the city of Detroit has been assembled to accommodate the development of a 43-space metered parking lot to serve the Kercheval Avenue Business District. The City's recently adopted Master Plan indicates that providing adequate parking in this Business District is important to the long-term viability of this area. The Master Plan identifies a number of other policies intended to reduce reliance on surface parking lots including alternative forms of mobility and connections.

Although the Master Plan and the recently completed Parking Study promote alternatives to surface parking lots and managing the existing supply of parking, the Parking Study states that when the existing supply of parking is utilized over 75-90% from new uses and redevelopment, "more public parking should be added".

The block served by the proposed parking lot currently contains approximately 10,000 square feet of commercial space and four apartments on the second floor. The City's zoning ordinance requires 29 spaces for the commercial use and six spaces for the residential use. Currently there are only eight off-street spaces and eight on-street spaces to serve these uses - a zoning deficit of 19 parking spaces, assuming you count all of the available parking spaces.

If this block was built out with ground floor commercial and one floor of residential uses above, the city would require over 60 parking spaces. With the proposed parking lot, there would be a deficit according to the City's current parking requirements. Using a reduced, and more appropriate standard for a tight-knit walkable environment, there would still be a parking deficit, especially if the block was fully developed with two floors of residential uses as envisioned in the Master Plan.

NEW PUBLIC PARKING OPPORTUNITIES

There may be a future need to add more parking spaces, especially within the Kercheval Business District. We recommend that the City continues to monitor the overall performance of the parking system and operations by conducting annual field surveys and tracking the data against threshold indicators to ensure that parking utilization is within the 75-90% occupancy range.

New businesses, especially ones with an anticipated higher parking demand in the evening hours (i.e., restaurants and bars), will decrease the amount of available parking spaces in the districts. The Kercheval Business District is anticipating a few new redevelopments in the western portion of the district in 2022/2023, including a new restaurant at the corner of Maryland and Kercheval. While some of the increased parking demand could be handled by off-street private lots on site, there will be additional demand for on-street parking which could raise the occupancy levels to 90% or greater for certain blocks, especially during evening hours.

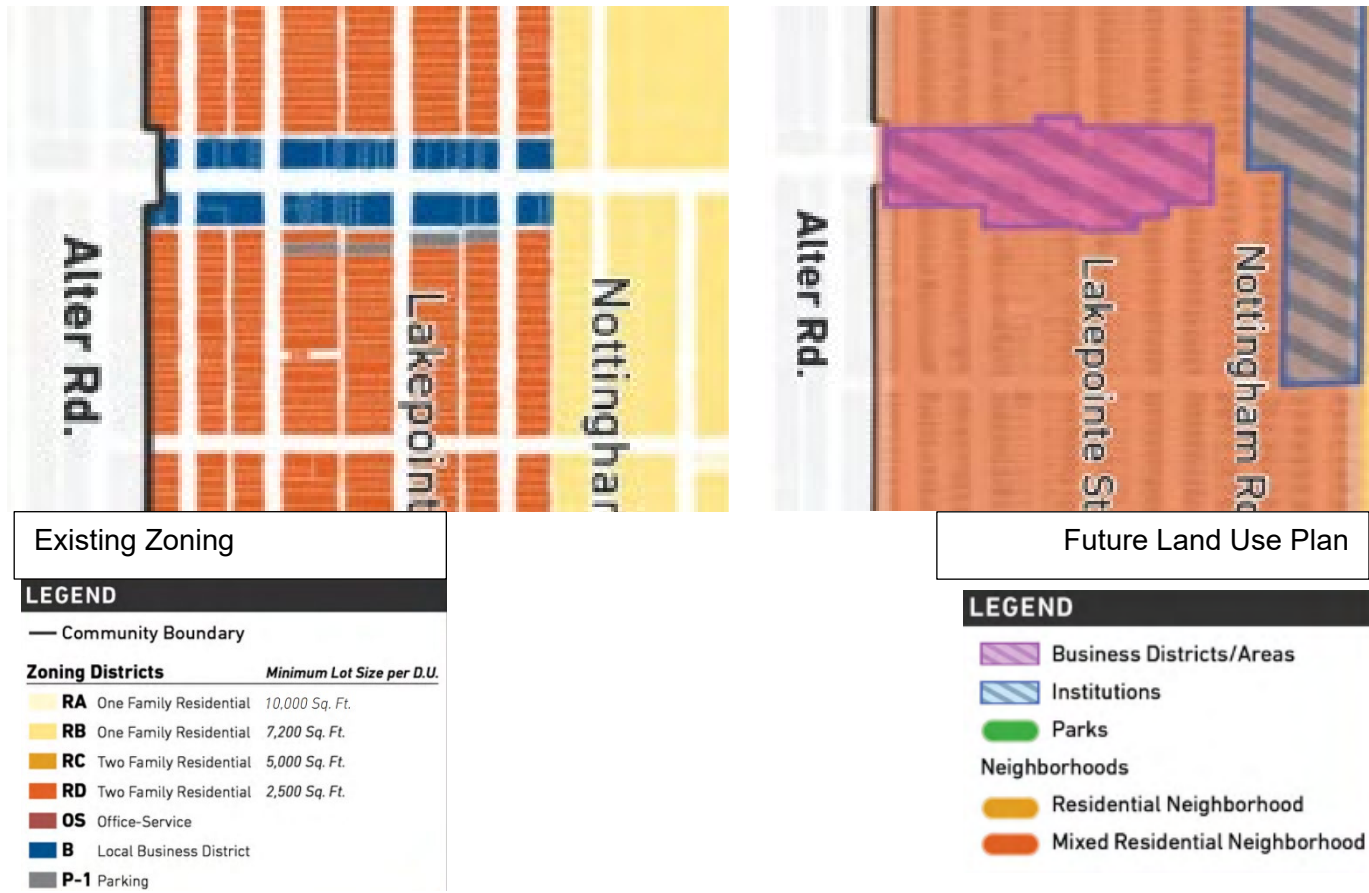
Enhancing wayfinding, adding meters or pay stations, and adjusting time limits and rates will be critical to help with turnover of parking. After these initial recommendations are implemented, and parking occupancy levels are starting to rise in multiple blocks and parking lots, then more public parking should be added to the Kercheval Business District.

GPP – Parking Study 2021

The response to the City’s survey during the master plan process indicated that over 85% of the people that come to the business districts drive themselves. Because there are minimal options, over 70% park on the street.

2. Zoning and Use

LOCATION	EXISTING LAND USE	CURRENT ZONING	FUTURE LAND USE
Subject Site	Residential	RD, Two Family	Mixed Residential
North	Commercial	B, Local Business	Business District
South	Residential	RD, Two Family	Mixed Residential
East	Residential	RD, Two Family	Mixed Residential
West	Residential	R2, Two Family	--



3. Proposed Conditions

The applicant has offered the following conditions as part of their request:

- A. The rezonings requested will be contingent on securing all required approvals and permits from Detroit to develop the parking lots in a manner that is substantially similar to that shown on the site plans included with these applications by December 31, 2023, or as otherwise extended by the Park City Council.
- B. After securing all required approvals from Detroit, construction has commenced by December 31, 2024, or as otherwise extended by the Park City Council.

These conditions are appropriate given the multi-jurisdictional location. In addition, they provide sufficient flexibility in case the configuration of the parking lots and circulation are modified to improve circulation or avoid utilities, etc.

4. Rezoning Standards

The following standards were developed to assist the City in evaluating any rezoning request and represent best planning and zoning practices and are consistent with the intent of the Michigan Planning Enabling Act:

- A. **Consistency with the Master Plan's goals, policies, and Future Land Use Map, including planned timing or sequence of development.** The site is planned and zoned for Mixed Residential/Two-family uses and has historically been used this way. However, the City's Master Plan and the recent parking study anticipate the eventual need for additional public parking to serve the Kercheval Avenue Business District. In addition, the City's current parking standards would require significantly more parking to accommodate the level of development envisioned in the master plan.

While the rezoning may not match the Future Land Use Map, the proposed rezoning is consistent with the long term, goals and objectives of the City, and recent initiatives to invest in convenient public parking adjacent to the Kercheval Avenue Business District. We find these standards are met.

- B. **Compatibility of all the potential uses allowed in the proposed zoning district(s) with the site's physical features.** The proposed parking lot will have open areas along the Wayburn street frontages, along the adjacent property line, and utilizes permeable pavers to reduce the stormwater impacts of the proposed parking area. We find these standards are met.

- C. **Compatibility of all the potential uses allowed in the proposed district(s) with surrounding uses and zoning in terms of suitability, intensity, traffic impacts, aesthetics, infrastructure and potential influence on property values.** In several areas of the Kercheval Business District, there are single family homes that abut the alleys behind active businesses. Providing surface parking as a buffer or transition between the service areas of the businesses and the adjacent residential neighborhood is a sound planning practice that will enhance the compatibility between the two uses. We find these standards are met.

- D. **Capacity of available utilities and public services to accommodate the uses permitted in the district(s) without compromising the health, safety, and welfare of the City.** The City has the resources to manage the proposed parking lot and the proposed design that includes permeable pavers and other innovative stormwater protection measures will reduce the impact on City infrastructure. In addition, the revenue from the proposed pay stations will help offset the City's maintenance of the parking lots. We find these standards are met.

- E. Capability of the road system to safely and efficiently accommodate the expected traffic generated by uses permitted in the zoning district(s).** The proposed parking lot will reduce the impact of traffic circulating looking for available parking and reduce pressure for on-street parking in residential neighborhoods. We find these standards are met.
- F. The apparent demand for the types of uses permitted in the district(s) in relation to the amount of land currently zoned and available in the City to accommodate the demand.** The intent of the City is to provide a variety of alternative to surface parking, however, with the continued success of the Kercheval Avenue Business in the form of redevelopment and thriving businesses, the Parking Study states that there will be increased demand for parking.

The current mix of uses along Kercheval is only slightly deficient with respect to the City's current parking standards and assuming all public and private lots are available for all users.

In the event the available space for commercial uses (ground floor) is fully utilized and no more residential units are added, there will be a deficit of over 380 spaces according to the City's zoning ordinance.

We recognize that the City's parking standards need to be reviewed and updated, but with 85% of customers driving individually to the City's business districts, parking will continue to be in demand.

Public, shared, and managed parking lots are much more efficient and effective in providing the necessary parking and reducing the need for private parking lots. We find these standards are met.

- G. The boundaries of the proposed district(s) in relationship to the surrounding area and the scale of future development on the site.** The boundary of the new district is compatible with the surrounding area and scale of future developments. The site is just large enough to accommodate a double loaded row of parking, a service alley, sufficient screening and fits in with the urban character of the neighborhood.

As the plans continue to evolve, there may be a chance to revise the plans to consolidate the service alley with the circulation aisle for the parking. This could provide additional space for buffering to the adjacent residential uses and reduce curb cuts on Wayburn. We find these standards are met.

- H. The requested rezoning will not create an isolated or incompatible zone in the area.** The requested site is located between the B, Local Business District, and R-D, Mixed Residential District and provides a logical transition between the two districts. We find these standards are met.
- I. Other factors deemed appropriate by the Planning Commission and City Council.** We find that the request for rezoning to P-1 to allow the proposed parking lot is consistent with the initiatives of the City to have convenient surface parking for the Kercheval Avenue Business District in a way that protects the character of the Business District (no surface parking lots along Kercheval) and provides a transition to the adjacent residential neighborhoods. The City may want to consider developing a parking plan to identify locations for future parking lots to serve this and other business districts in the City.

SUMMARY AND RECOMMENDATION

Based on the findings above, we recommend the Planning Commission recommend approval of the proposed conditional rezoning to the City Council.

We look forward to reviewing these findings and recommendations with you. In the meantime, if you have any questions, please feel free to contact us.

Respectfully submitted,

McKENNA

A handwritten signature in blue ink, appearing to read 'John Jackson', with a long horizontal flourish extending to the right.

John Jackson, AICP
President

Cc: Nick Sizeland, City Manager
Warren Rothe, Assistant City Manager
Terry Brennan, Building Official
Michael Boettcher, AICP, Senior Planner



City of Grosse Pointe Park

FEE: \$500.00 + Escrow Deposit

REZONING APPLICATION

MAIL TO: CITY OF GROSSE POINTE PARK
BUILDING DEPARTMENT
15115 E. Jefferson
Grosse Pointe Park, MI 48230

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, THE REZONING REQUEST WILL NOT BE SCHEDULED FOR A HEARING UNTIL IT HAS BEEN VERIFIED THAT ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS.

If you have any questions, please call (313)822-6200 or e-mail building@grossepointepark.org.
Please refer to www.grossepointepark.org to find the following information:

- Planning Commission page for meeting schedule
- Zoning Ordinance Section 27-171; Changes and Amendments

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: SEE ATTACHED
Address: _____
City, State, Zip: _____
Phone #: _____
Email: _____

APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING

APPLICANT/OWNERS REPRESENTATIVE

Name: MICHAEL STINES
Address: 121 KERCHEVAL AVENUE
City, State, Zip: GROSSE POINTE FARMS, MI 48236
Phone #: [REDACTED]
Email: [REDACTED]

APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING

PRE-APPLICATION CONFERENCE

It is strongly encouraged that all applicants and their representatives meet with City of Grosse Pointe Park staff prior to submitting an application for a rezoning. A pre-application meeting with staff allows for a preliminary review of the application procedures, project timelines, compliance with the City Master Plan, and other project criteria, and prevents most situations that usually results in a project being postponed.

PHASING OF APPLICATION

Public hearings before the Planning Commission are held for initial review of a rezoning application. Applications and support materials must be submitted twenty (20) business days prior to the public hearing date. The Planning Commission will make a recommendation to City Council who will take the final action on the application.



City of Grosse Pointe Park

PROPERTY INFORMATION

Property Address: 1155 WAYBURN; 1159-61 WAYBURN;
AND 1167 WAYBURN Property ID Number: SEE ATTACHED
Size of property (frontage / depth / sq. ft. or acres): SEE ATTACHED
Surrounding Zoning Districts: North R-D; B-1 South R-D East R-D West R-2 (DETROIT)
Legal Description: SEE ATTACHED

PROPOSAL

Current Zoning District: R-D Proposed Zoning District: P-1

Please note: If proposing a Rezoning with Conditions, please attach a separate sheet(s) with your proposed conditions

I hereby certify the following:

1. I am the legal owner of the property for which this application is being submitted, or I have submitted a written statement by the property owner that allows me to apply on their behalf.
2. I desire to apply for a rezoning of the property indicated in this application with the attachments and the information contained herein is true and accurate to the best of my knowledge.
3. The requested rezoning would not violate any deed restrictions attached the property involved in the request.
4. I have read the recommended sections of the Zoning Ordinance and understand the necessary requirements that must be completed.
5. I understand that the payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the plan.
6. I acknowledge that this application is not considered filed and complete until all of the required information has been submitted and all required fees have been paid in full. Once my application is deemed complete, I will be assigned a date for a public hearing before the Planning Commission that may not necessarily be the next scheduled meeting due to notification requirements and Planning Commission Bylaws.
7. I acknowledge that this form is not in itself a rezoning but only an application for a rezoning and is valid only with procurement of applicable approvals.
8. I authorize City Staff, and the Planning Commission and City Council members to inspect the site.

Property Owner Signature: [Signature] Date: 11/14/22

OFFICE USE ONLY:

Parcel ID #: _____ File #: _____ Date: _____
Hearing Date: _____ Application Deadline(including all support material): _____
Receipt #: _____ Check #: _____ Received by & date: _____

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

Property #1: 1155 Wayburn

- Owner: 1155 Wayburn, LLC
- Parcel #: 39-008-06-0010-000
- Size: 0.082 acre
- Legal Description: Lot 10, R.J. PURVIS SUBDIVISION, as recorded in Liber 38, Page 62, of Plats, Wayne County Records

Property #2: 1159-1161 Wayburn

- Owner: 1167 Wayburn, LLC
- Parcel #: 39-008-05-0003-000
- Size: 0.082 acre
- Legal Description: Lot 3, 'MARYLAND AVENUE SUBN', as recorded in Liber 38, Page 97, of Plats, Wayne County Records

Property #3: 1167 Wayburn

- Owner: 1167 Wayburn ,LLC
- Parcel #: 39-008-05-0004-000
- Size: 0.1 acre
- Legal Description: Lot 4, Maryland Avenue Subdivision, according to the plat thereof as recorded in liber 38, page(s) 97 of Plats, Wayne County Records

November 14, 2022

Mr. Warren Rothe
Assistant City Manager
City of Grosse Pointe Park
15115 E. Jefferson Avenue
Grosse Pointe Park, MI 48230

Via email only: rothew@grossepointepark.org

Re: Rezoning Applications

Dear Warren:

Enclosed please find two Rezoning Applications relating to certain properties located on Wayburn Street in Grosse Pointe Park (the "Park"). I appreciate your assistance in having these placed on the agenda for consideration at the next Planning Commission meeting.

As this is part of a larger, cross-border project involving the City of Detroit ("Detroit"), I am offering the following conditions with our applications:

1. The rezonings requested will be contingent on securing all required approvals and permits from Detroit to develop the parking lots in a manner that is substantially similar to that shown on the site plans included with these applications by December 31, 2023, or as otherwise extended by the Park City Council; and
2. After securing all required approvals from Detroit, construction has commenced by December 31, 2024, or as otherwise extended by the Park City Council.

If both of the above-described conditions are not met within the proposed timeframes, the rezonings (if recommended Planning Commission and approved City Council at the next regularly scheduled meetings) would revert back to R-D from P-1.

Again, thank you for your consideration. If you have any questions, please feel free to contact me.

Sincerely,



Michael L. Stines



Lot 4 Alter / Wayburn Plan

November 11, 2022

City of **Grosse Pointe Park**, Michigan

NOTICE OF PUBLIC HEARING ON CONDITIONAL ZONING ORDINANCE AMENDMENT

PLEASE TAKE NOTICE The Planning Commission of the City of Grosse Pointe Park will hold a Public Hearing on Wednesday, December 7, 2022, at 7:00 PM in the Council Chamber of City Hall, Fourth Floor, 15115 E. Jefferson Avenue, Grosse Pointe Park, Michigan 48230 on the following matter:

Public Hearing PC-2022-03, request to conditionally rezone 1155 Wayburn (Parcel #39-008-06-0010-000), 1159/1161 Wayburn (Parcel #39-008-05-0003-000), and 1167 Wayburn (Parcel #39-008-05-0004-000) from R-D (Two-Family Residential) to P1 (Vehicular Parking). Proposed conditions set forth in the application include securing all required approvals and permits from the City of Detroit by December 31, 2023, or as otherwise extended by the Grosse Pointe Park City Council; and to commence construction of the proposed cross-border parking lot by December 31, 2024, or as otherwise extended by the Grosse Pointe Park City Council. Information concerning this request may be obtained from the Public Service Department during regular business hours from 8:00 a.m. to 4:30 p.m., Monday through Friday, or by calling (313)-822-4365. Written comments concerning this request will be received by the Public Service Department prior to the public hearing or by the Planning Commission at the public hearing. Comments can be submitted via email at planning@grossepointepark.org. The recommendation of the Planning Commission will be forwarded to the City Council after the Public Hearing.

Warren J. Rothe,
Assistant City Manager
Page 77 of 116

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

16980 Kercheval Pl
Grosse Pointe, Michigan 48230
(313)882-3500

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

City of Grosse Pointe Park

was duly published in accordance with instructions, in the GROSSE POINTE NEWS on
the following date:

November 17, 2022

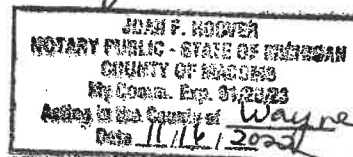
#2 GPP 11/17 PHN LOT 4 REZONING

and knows well the facts stated herein, and that she is the Administrative Assistant
of said newspaper.

Melanie Mahoney

Joan F. Hoover

Notary Public



Street	City	State	Zip	Parcel ID
1128 WAYBURN	GROSSE POINTE PARK	MI	48230	39008070113000
1130 WAYBURN	GROSSE POINTE PARK	MI	48230	39008070114000
1134 WAYBURN	GROSSE POINTE PARK	MI	48230	39008070115000
1138 -40 WAYBURN	GROSSE POINTE PARK	MI	48230	39008070116002
1145 -47 MARYLAND	GROSSE POINTE PARK	MI	48230	39008070118000
1143 MARYLAND	GROSSE POINTE PARK	MI	48230	39008070119000
15115 E. JEFFERSON	GROSSE POINTE PARK	MI	48230	39008040012002
1156 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060011000
1152 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060012000
1146 -1148 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060013000
14932 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39008040009000
14938 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39008040010000
15020 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39008040012001
1144 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060014000
1142 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060015000
1149 MARYLAND	GROSSE POINTE PARK	MI	48230	39008060016000
1151 MARYLAND	GROSSE POINTE PARK	MI	48230	39008060017000
1153 MARYLAND	GROSSE POINTE PARK	MI	48230	39008060018000
1155 MARYLAND	GROSSE POINTE PARK	MI	48230	39008060019000
1157 -1159 MARYLAND	GROSSE POINTE PARK	MI	48230	39008060020000
1141 WAYBURN	GROSSE POINTE PARK	MI	48230	39008070040000
1139 WAYBURN	GROSSE POINTE PARK	MI	48230	39008070041000
1133 WAYBURN	GROSSE POINTE PARK	MI	48230	39008070043000
1131 WAYBURN	GROSSE POINTE PARK	MI	48230	39008070044000
1159 -61 WAYBURN	GROSSE POINTE PARK	MI	48230	39008050003000
1164 WAYBURN	GROSSE POINTE PARK	MI	48230	39008050005000
1160 WAYBURN	GROSSE POINTE PARK	MI	48230	39008050006000
1163 -1165 MARYLAND	GROSSE POINTE PARK	MI	48230	39008050007000
1167 -69 MARYLAND	GROSSE POINTE PARK	MI	48230	39008050008000
1167 WAYBURN	GROSSE POINTE PARK	MI	48230	39008050004000
1149 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060007000
1145 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060006000
1151 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060008000
1153 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060009000
1155 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060010000
15011 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39007160016000
15005 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39007160018000
14945 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39007160021000
1623 ALTER	DETROIT	MI	48215	21063190
1617 ALTER	DETROIT	MI	48215	21063191
1611 ALTER	DETROIT	MI	48215	21063192
14911 KERCHEVAL	DETROIT	MI	48215	21000849.002L
1605 ALTER	DETROIT	MI	48215	21063193
14925 KERCHEVAL	DETROIT	MI	48215	21000850
1599 ALTER	DETROIT	MI	48215	21063194
1614 ALTER	DETROIT	MI	48215	21062742
1608 ALTER	DETROIT	MI	48215	21062741
1602 ALTER	DETROIT	MI	48215	21062740
1596 ALTER	DETROIT	MI	48215	21062739
1588 ALTER	DETROIT	MI	48215	21062738
1622 ALTER	DETROIT	MI	48215	21062743
1629 ALTER	DETROIT	MI	48215	21063189
14901 KERCHEVAL	DETROIT	MI	48215	21000849
14930 KERCHEVAL	DETROIT	MI	48215	21000615-6
14820 KERCHEVAL	DETROIT	MI	48215	21000620
1635 ALTER	DETROIT	MI	48215	21063188
14929 KERCHEVAL	DETROIT	MI	48215	21000851
1597 ALTER	DETROIT	MI	48215	21063195
14900 KERCHEVAL	DETROIT	MI	48215	21000619
1591 ALTER	DETROIT	MI	48215	21063196
14933 KERCHEVAL	DETROIT	MI	48215	21000852
14912 KERCHEVAL	DETROIT	MI	48215	21000618
1585 ALTER	DETROIT	MI	48215	21063197
1630 ALTER	DETROIT	MI	48215	21062744
14922 KERCHEVAL	DETROIT	MI	48215	21000617
1582 ALTER	DETROIT	MI	48215	21062737
1576 ALTER	DETROIT	MI	48215	21062736
1570 ALTER	DETROIT	MI	48215	21062735
1564 ALTER	DETROIT	MI	48215	21062734
1558 ALTER	DETROIT	MI	48215	21062733



CITY COUNCIL MEETING

DATE: December 11, 2023

SUBJECT: Ordinance #241: Adoption and Enactment of New City Code

SUMMARY: Over the past two years, the City has been working with CivicPlus (formerly Municode) to complete a recodification of our Code of Ordinances. The legal review was completed in December 2022 and throughout this year the Ordinance Committee and Council have adopted several ordinances which addressed items in the legal review. The new code is ready to be adopted. It contains all codified ordinances except Ordinance #240, which was adopted past the cutoff date for the project. This ordinance and any future ones, will be posted to the home page of the new code website and incorporated during the annual code supplement process.

An ordinance has been prepared to formally adopt the new Code. Editorial changes to the Code include removing gender references and replacing Fire and Police references with Public Safety. Our current Code is contained within several PDF documents. The new Code will be accessible on a searchable web platform and will greatly enhance our community and staff's ability to easily interact with and make reference to the various regulations that are contained within the Code.

Accompanying the adoption ordinance are screenshots of what the Code will look like to end users.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Motion to Adopt Ordinance #241 as presented.

PREPARED BY: Warren Rothe, Assistant City Manager

Sample Code Viewer

< Sec. 38-2/8. - Prima facie evidence.
Chapter 46 - SPECIAL ASSESSMENTS >

Chapter 42 - SOLID WASTE

- Sec. 42-1. - Definitions.
- Sec. 42-2. - Receptacles generally.
- Sec. 42-3. - Dumpsters, screening requirements.
- Sec. 42-4. - Duty of city to collect garbage.
- Sec. 42-5. - Private collection or transportation.
- Sec. 42-6. - Placement for collection.
- Sec. 42-7. - Certain tree and shrubbery limbs, branches and trimmings not to be collected by city.
- Sec. 42-8. - Collection of building material refuse, etc.
- Sec. 42-9. - Burying, burning or depositing on streets or vacant lots.

Chapter 42 - SOLID WASTE^[1]

Footnotes:

--- (1) ---

Cross reference— Streets, sidewalks and other public places, ch. 50.

Sec. 42-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Brush means and includes tree trimmings and shrubbery cuttings up to four inches in diameter and cut into lengths not exceeding three feet in length and tied into bundles which can be readily handled by an individual collector.

Building material refuse means and includes wood, plaster, stone, brick or other waste and unused materials resulting from the construction or repair of buildings.

Dumpster means any container of more than one cubic yard capacity, whether covered or not, used for the depositing and/or temporary storage of rubbish ordinarily associated with the collection, transportation and disposal of such rubbish by motor vehicle.

Garbage means and includes all refuse and waste materials attendant to the preparation, dressing, cooking of, or the use and storage of food for human consumption, including wrappings.

Sample Newly Codified Ordinances Page

Code of Ordinances

Supplement 25

Online content updated on February 17, 2023

CODE OF ORDINANCES City of ST. CLAIR, MICHIGAN Codified through Ordinance No. 2022-02, enacted September 6, 2022. (Supp. No. 25)

This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality.

Adopted Ordinances Not Yet Codified

The listing below includes all legislation received by Municipal Code since the last update (printed or electronic) to the Code of Ordinances. This legislation has been enacted, but has not yet been codified.

Ordinance No. 2023-03 Adopted 8/7/23 AN ORDINANCE TO AMEND CERTAIN PROVISIONS OF ORDINANCE NO. 2023-02 OF THE CITY OF ST. CLAIR
Ordinance No. 2023-02 Adopted 7/17/23 AN EMERGENCY ORDINANCE OF THE CITY OF ST. CLAIR TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION, INSTALLATION, FURNISHING AND EQUIPPING OF ADDITIONS AND IMPROVEMENTS TO THE WATER SUPPLY SYSTEM OF THE CITY; TO PROVIDE FOR THE ISSUANCE AND SALE OF JUNIOR LIEN REVENUE BONDS TO PAY THE COST THEREOF
Ordinance No. 2023-01 Adopted 7/17/23 AN ORDINANCE OF THE CITY OF ST. CLAIR, ST. CLAIR COUNTY, MICHIGAN TO AMEND APPENDIX B OF THE CITY'S CODE OF ORDINANCES "ZONING," ARTICLE 1 "TITLE, PURPOSE, CONSTRUCTION, RULES APPLYING TO TEXT AND ENABLING AUTHORITY" BY REVISING SECTIONS 1.2 "PURPOSE," 1.3 "CONSTRUCTION," AND 1.6 "ENABLING AUTHORITY."

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

ORDINANCE NO. 241

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF GROSSE POINTE PARK, MICHIGAN; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

THE CITY OF GROSSE POINTE PARK ORDAINS:

Section 1.

The Code entitled "Grosse Pointe Park City Code," published by CivicPlus, consisting of chapters 1 through 46, each inclusive, is adopted.

Section 2.

All ordinances of a general and permanent nature enacted on or before May 8, 2023, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3.

The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4.

The repeal provided for in Section 2 of this ordinance shall not affect: 1) any offense or act committed or done before the enactment of this ordinance; 2) any penalty or forfeiture incurred before the enactment of this ordinance; 3) any contract or right established or accruing before the enactment of this ordinance; or 4) any pending prosecution, lawsuit, or proceeding, of any judgment rendered before the enactment of this ordinance.

Section 5.

Except as otherwise provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a guilty of a misdemeanor and punished by a fine not to exceed \$500.00, imprisonment for a period of not more than 90 days, or both; provided, however, unless otherwise provided by law, a person convicted of a violation of any of the provisions of this Code that substantially correspond to a violation of state law that is a misdemeanor for which the maximum period of imprisonment is 93 days shall be punished by a fine of not more than \$500.00, imprisonment for a term of not more than 93 days or both. Except as otherwise provided by law or ordinance: With respect to violations of this Code that are continuous with respect to time, each day that the violation continues is a separate offense, and

with respect to violations that are not continuous with respect to time, each act constitutes a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 6.

Additions or amendments to the Code when passed in such form as to indicate the intention to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

(1) To amend any section:

AN ORDINANCE TO AMEND SECTION ____ (OR SECTIONS ____ AND ____) OF CHAPTER ____ OF TITLE ____ OF THE CODE OF THE CITY OF GROSSE POINTE PARK.

(2) To insert a new section, chapter or title:

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GROSSE POINTE PARK BY ADDING A NEW SECTION (____ NEW SECTIONS, A NEW CHAPTER, OR A NEW TITLE, AS THE CASE MAY BE) WHICH NEW SECTION (SECTIONS, CHAPTER, OR TITLE) SHALL BE DESIGNATED AS SECTION ____ (SECTIONS ____ AND ____ OF CHAPTER ____ OF TITLE ____ (or proper designation if a chapter or title is added) OF SAID CODE.

(3) To repeal a section, chapter, or title:

AN ORDINANCE TO REPEAL SECTION ____ (SECTIONS ____ AND ____), CHAPTER ____, TITLE ____, (as the case may be) OF THE CODE OF THE CITY OF GROSSE POINTE PARK.

Section 7.

Ordinances adopted after May 8, 2023, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 8.

This ordinance shall take immediate effect upon publication in accordance with the provisions and requirements of the City Charter of the City of Grosse Pointe Park.

Adopted:



Daniel J. Kelly
Brittney K. Ellis
Nancy L. Olind
Jake Mertes
Morgan McAtamney
Deja Vasquez
Wallace G. Long

Ralph (Skip) Maccarone, III, of counsel

2825 University Drive
Auburn Hills, Michigan 48326
Office: (248) 655-7025

Dan@kellyfirmpc.com

MEMORANDUM

TO: Grosse Pointe Park City Council

FROM: Daniel J. Kelly

DATE: December 5, 2023

RE: Kelly Firm Fees

Prosecutions

In 2023, the Firm pretty much broke even on prosecutions with the retainer on \$3,333 per month and \$40,000 per year. However, if you threw out the initial onboarding period and consider the Firm's streamlining of the prosecution process, we reduced the number of hours over the last 6 to 7 months to an average of about 18 to 20 hours per month. As a result, if we go by the Bid rate of \$135 per hour for prosecutions, an average of 19 hours per month at the rate of \$135 would equal \$2,565.00 per month and \$30,780.00 per year. While the Firm is assuming the risk of the reduced hours on into the future, we agree a \$30,000.00 Annual Retainer for prosecutions is a fair compromise and is acceptable (I note the Firm's pricing for prosecution service in 2024 have increased prosecution rates to \$145 per hour, but the Firm will maintain the reduced rate of \$135.00 per hour).

General

Attached are two documents that show the discrepancy between the retainer amount and actual service hours provided. The attached sheet shows the real number of hours worked from January to October 2023 (10 months). The average over those 10 months is 71.7 hours. The second attachment shows the total number of hours worked on the general retainer for 2023 (both monthly and the 10-month total through October). You will see on the summary page of the monthly bill a reference to a "Courtesy Discount." The "Courtesy Discount" amount is the actual amount that should have been charged at the rates submitted in our 2022 bid (\$145 to \$165 per hour based on experience). When you deduct what was paid (\$5,000) from the actual total hours worked (i.e., "Courtesy Discount"), the differential (Firm Loss) is \$62,982 over 10 months or approximately \$73,500 over 12 months (based on average number of hours). Put another way, the Firm was paid approximately \$69.73 per hour for the 10 months in 2023 (which does not include the 5 to 6 weeks of no charge for October and November 2022). Having said that, that was our deal, and the Firm honored the agreement and have no complaints or regrets. The Firm and its members truly appreciate and value the opportunity to represent the City, but the data supports some adjustment to the Flat Rate Retainer. Because the Firm enjoys working with the City's excellent staff and leadership, we see the value in keeping the relationship and very much want to continue providing legal services. We hope this relationship is mutual.

Proposed Adjustment to Retainer

As we discussed, over the last 2 months there has been a reduction in hours, and the City Manager believes this reduced number of hours will continue next year. While the Firm under a Flat Rate Agreement does not control the number of hours or amount of work assigned, we are prepared accept the Manager's assumptions and, as a result, assume the future risk. With that said, the Manager anticipates the average number of hours for next year will be in the range of 50 to 60 hours per month (600 to 720 per year). While this represents a significant reduction in the current average of 71.5 hours per month (I note, there were only 4 months over the last 11 months that were under 70 hours worked), we will agree to the Manager's anticipated reductions for purposes of a proposed Flat Rate Agreement.

In short, if we apply the Manager's average number of reduced hours per month of 55 at a reduced rate of \$150 per hour (down from \$165 in the bid), it comes out to \$99,000 for the General, plus \$30,000 for prosecutions at the \$135 per hour rate. Based on last year's data and assuming the Manager's reduced number of hours moving forward, a Flat Rate of \$129,000 per year is more than fair and clearly supported based on the actual work performed. However, the Firm is prepared to also apply a "courtesy discount" of an additional \$9,000 per year, making the proposed total annual Retainer for Prosecution and General Counsel services \$120,000. Under this agreement, the Firm is taking all the risk on the estimated number of hours and giving the City the benefit at every turn (*i.e.*, accepting the significant reduction in anticipated hours from the 2023 totals, accepting a reduced hourly rate, and adding an additional \$9,000.00 courtesy discount). The proposed agreement provides the City rates well below market and certainty in its future legal budget. As noted above, we enjoy working with the administration, its excellent staff and this Council. We also see value to the firm in representing a community such as Grosse Point Park, a value that cannot always be reflected within an hourly rate. Finally, due to inflation and other factors costs continue to increase. As a result, the proposed contract includes an agreed upon annual inflation increase not to exceed 3% per year.

A contract reflecting the above is attached. On behalf of the entire Firm, I want to thank the Council for the opportunity to represent an outstanding community.

Dan Kelly
The Kelly Firm

Exhibit A

City of Grosse Pointe Park

General

	January	February	March	April	May	June	July	August	September	October	Totals
Monthly Flat Rate	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$50,000.00
Total Hours Per Month	91.90	79.80	98.30	69.80	49.60	62.80	88.50	96.91	43.80	35.60	717.01

Prosecutions

	January	February	March	April	May	June	July	August	September	October	Totals
Monthly Flat Rate	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 33,333.30
Total Hours Per Month	45.8	28.3	18.4	19.4	16.2	18.3	17.1	19.3	18.6	12.1	213.50

Grand Totals

	January	February	March	April	May	June	July	August	September	October	Totals
Monthly Flat Rate for General and Prosecutions	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 83,333.30
Total Hours for General and Prosecutions	137.70	108.10	116.70	89.20	65.80	81.10	105.60	116.21	62.40	47.70	930.51

Courtesy Discount	-9,233.50	-7,144.50	-10,439.50	-6,027.00	-2,728.00	-5,066.00	-9,108.50	-10,622.00	-1,999.00	-614.00	-62,982.00
-------------------	-----------	-----------	------------	-----------	-----------	-----------	-----------	------------	-----------	---------	-------------------

**ATTORNEY-CLIENT FEE AGREEMENT
AS TO THE CITY OF GROSSE POINTE PARK**

THIS AGREEMENT is entered into this ____ day of December, 2023 between the City of Grosse Pointe Park (hereinafter "Grosse Pointe Park " or "the City") and The Kelly Firm, PLC (hereinafter the "Law Firm or Firm"), located at 2825 University Drive, Auburn Hills, Michigan 48326. The client requires legal services and retains Daniel J. Kelly and The Kelly Firm, PLC to provide same.

W I T N E S S E T H:

WHEREAS, Grosse Pointe Park is a City charged with the privilege and responsibility of carrying out the functions of a municipality within the geographic limits of Grosse Pointe Park, Wayne County, Michigan; and

WHEREAS, these functions include the exercise of the entire panoply of powers vested in a City within the State of Michigan; and

WHEREAS, it has been the experience of Grosse Pointe Park that said functions are best performed upon the advice and with the assistance of competent legal counsel; and

WHEREAS, the Law Firm is able and experienced in matters of municipal law and capable of providing the quality of complete legal services which Grosse Pointe Park will require.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereafter enumerated and agreed by the parties as follows:

1. The City of Grosse Pointe Park does hereby retain The Kelly Firm, PLC, as general counsel and City attorney for the performance of legal services hereunder set forth.

2. The City does hereby appoint Daniel J. Kelly to serve the City as lead counsel on behalf of the City. Said counsel may appoint such other members and associates of the Law Firm, subject to the approval of the City Manager, and as shall be deemed appropriate. Special counsel outside of the Law Firm shall be subject to the approval of the Manager and/or City Council.

3. The Parties agree and acknowledge that the Law Firm is an independent contractor and not an employee of the City.

4. The Law Firm shall perform all legal services necessary to the duties and functions required by the provisions of the City of Grosse Pointe Park. Such duties shall specifically include the following:

4.1 Attendance at the offices of Grosse Pointe Park at such times and in such quarters as may be designated by the Manager and/or City Council;

4.2 Representation of the City in all litigation to which it is a party in all Courts, except matters pertaining to prosecution of criminal and civil infractions in the Grosse Pointe Park Municipal Court;

4.3 Representation of the City in all matters assigned to the Law Firm by the Manager, City Council or as otherwise designated as appropriate and proper;

4.4 Attendance as requested at all City Council meetings, Planning Commission meetings, Executive Sessions or other public meetings upon reasonable requests of the Manager and/or City Council. The Law Firm

acknowledges that it shall report to the City Council at regularly scheduled City Council meetings and shall report to the City Manager as to day-to-day affairs. It is understood and agreed, the City Manager controls the assignment of legal services to be provided under the Flat Rate terms of this agreement and, therefore, any Department, Employee, Council or other request for services outside of the Manager's approval or the assumptions of the Flat Rate terms are subject to being charged at the reduced hourly rate set forth in Section 5.1 (b).

4.5 All consultation with elected officials and department heads as requested and as necessary to perform the functions of the City;

4.6 Preparation and presentation of all legal opinions required and/or provided for in the City's Code.

4.7 Representation of the City in all matters arising before administrative tribunals as a result of the ordinary and usual governmental functions of the City.

4.8 Consultation and drafting of all City ordinances.

4.9 Consultation, negotiating, and drafting of all City contracts.

4.10 Preparation of all deeds and conveyances of real estate to which the City is a party, including examination of title thereto.

4.11 Representation of the City in all matters involving the prosecution and enforcement of municipal ordinance and code violations (Prosecution Services);

4.12 Representation of the City in all matters of Eminent Domain as requested by the Manager or City Council.

4.13 Representation of the City in all matters related to environmental,

water/sewer, land use, zoning, and planning matters

4.14 Research and Response to any and all Freedom of Information Act Requests provided by the City;

4.15 Representation of the City in all matters and providing legal services as the Manager, Clerk, Treasurer, and/or the City Council may request.

5. The City understands that it will be charged for legal services performed by the attorneys of the Law Firm. The City has reviewed the Firm's proposed hourly rate for both General and Prosecution services and has requested a Yearly Flat Rate for both services in the amount of \$120,000.00 and paid monthly as set forth in Section 5.1.

5.1 For Prosecution and General legal services beginning 1/01/2024, the Firm will invoice the City monthly in the following amount(s)::

a. \$30,000.00 annually for Prosecution Services (billed in advance on a monthly basis in the amount of \$2,500.00);

b. \$90,000.00 annually for General Legal Services (billed in advance on a monthly basis in the amount of \$7,500.00). Litigation or Special Assignments as described in Section 5.3 are excluded from General Legal Services and will be billed at the Firm's discounted rates of \$150.00 to \$165.00 per hour.

c. Beginning on January 1, 2025, and for each year thereafter, the hourly and annual Flat Rate of \$120,000.00 shall increase by an agreed upon inflation rate not to exceed 3%. The parties will meet and mutual agree upon the appropriate inflation rate based on recognized inflation calculators. While the contract is for two (2) years (ending December 31, 2025), unless a new contract is negotiated and mutual

agreed to by the parties in writing, the parties agree to extend this agreement on a yearly basis with the agreed upon inflation increase applied.

5.2 The Flat Rate offered in this agreement is based on reasonable assumptions, which the parties recognize are subject to various changes and variables. . The assumptions are based on the City Manager's ability to control the assignment of legal work and the past experience between the parties. As such, at any time the Firm and/or the City believe the circumstances have significantly changed or any assigned matter is outside the expected services under this agreement ("Special Assignment"), the parties may meet to re-negotiate the terms of this Contract to provide relief to either party based on significant changes to the services provided on either an overall or individual ("Special Assignment") basis. Any change to this agreement will be in writing and agreed to by both the Firm and City Manager with the intent to honor the assumptions upon which this agreement is based. All litigation or other matter determined by the City Manager to be outside the intent and assumptions of this agreement ("Special Assignments") will be billed at the reduced hourly rates set forth in Section 5.1(b). Notwithstanding the foregoing, any and all costs and expenses incurred on behalf of the City by The Firm will be billed to the City and are not included within the agreed upon Flat Rate.

5.3 The Law Firm will bill the City once per month for all hours worked in that period. The City will receive a statement for services rendered each month, and the City shall reimburse the Law Firm upon request for all expenses incurred by the Law Firm and its members on behalf of the City. The Law Firm agrees that

no copying expenses will be billed for the services provided herein, except all litigation copying expenses will be billed at \$0.15 per page together with all direct litigation expenses (deposition expenses, filing fees, court costs, travel and all other typical litigation costs), with no additional multiplier or fee added. In the event of an unanticipated or extraordinary expense or fee incurred outside of the assumptions made herein, a request for reimbursement may be made and approved by the City Manager.

5.4 The Law Firm shall use, at its own expense, its own facilities, supplies, and personnel for all services required hereunder.

5.5 The Law Firm shall devote its best professional efforts to the business of the City. The Law Firm shall accept no representation contrary to the interest of the City. In the event of a conflict of interest on any matter assigned to the Firm, the Firm shall immediately disclose to the City the conflict and assist the City in a resolution and/or appointment of a separate Law Firm to handle the matter in conflict.

5.6 The Law Firm shall take such action as is deemed appropriate under the circumstances and will keep the City informed of the progress of such actions as are taken on the City's behalf. Any expression by the Law Firm concerning the outcome of any matter represents the Law Firm's opinion but is not a warranty or guarantee as to that outcome.

5.7 The Law Firm, in the performance of the duties required of it hereunder, shall not discriminate against any employee or application for

employment, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin or ancestry, nor because of age or sex, except where based on a bona fide occupational qualification.

6. The City understands that Michigan Rule of Professional Code 1.16 allows The Kelly Firm, PLC to withdraw from representation of the City if any of the following occur:

6.1 The client insists upon pursuing a course of action the attorney considers repugnant or imprudent;

6.2 The client fails to pay the fees, expenses, and/or costs required under this Contract after reasonable warning that non-payment will result in withdrawal; and/or

6.3 Continued representation will result in an unreasonable financial burden on the Law Firm.

7. The City and Law Firm agree that this Fee Agreement is for a period of two (2) years from the date hereof (as may be modified in accordance with Section 5). The parties agree that modification of this Agreement can occur at any time upon both parties agreeing thereto. This Agreement shall automatically renew unless either party provides thirty (30) days written notice of intent to terminate. Such renewal shall be subject to modification by the Firm and City Manager in the course of the ordinary budget review and approval process and will not require a new request for proposal, unless requested by the City Council. This Agreement may be terminated upon thirty (30) days notice of either party's intent to terminate, in which case the Law Firm agrees to cooperate with the

City in the professional and orderly transfer of work to the new legal services provider and the City agrees to pay all outstanding bills for services provided prior to termination.

IN WITNESS WHEREOF, the City of Grosse Pointe Park and The Kelly Firm, PLC through their designated and authorized representative, have set their hands and seals this ____ day of _____, 2023.

ACCEPTED BY:

CITY OF GROSSE POINTE PARK

THE KELLY FIRM, PLC

By Nick Sizeland
Its: City Manager

By: Daniel J. Kelly

Date: _____

Date: _____



CITY COUNCIL MEETING

DATE: December 11, 2023

SUBJECT: Resolution to Approve Civil Marriage Ceremony Fee

SUMMARY: According to the Michigan Municipal League and the Michigan Association of Mayors the Mayor and City pursuant to MCL 551.7(3) have the authority to solemnize marriages in the State of Michigan since Public Act 211 of 1972 was signed into law. The legislation was passed as a means of relieving pressure on the court system.

Mayors may perform marriage ceremonies anywhere in the county in which their city is located. Mayors have married couples in backyards and city parks, on river banks, boat piers, and city streets, in restaurants, gazebos or rental halls. In the Mayor's absence, the Mayor Pro Tem has the ability to perform the marriage.

The resolution before council sets the annual fee and will be incorporated into the City fee schedule.

FINANCIAL IMPACT: \$100 Revenue per Marriage

RECOMMENDATION: Motion to approve the Resolution adopting Civil Marriage Ceremonies and incorporate into the City fee schedule

PREPARED BY: Nick Sizeland, City Manager

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

**RESOLUTION REGARDING FEES FOR CIVIL MARRIAGE
CEREMONIES**

At a regular meeting of the City Council of the City of Grosse Pointe Park, Wayne County,
Michigan (the “City”), held on _____, 2023.

PRESENT: _____

ABSENT: _____

The following Resolution was offered by _____ and seconded
by _____:

WHEREAS, the Mayor of the City of Grosse Pointe Park (“City”) is empowered by Public
Act 211 of 1972 to perform marriage ceremonies within the County of Wayne;

WHEREAS, the Mayor *Pro Tem* of the City is similarly empowered to perform marriage
ceremonies in the Mayor’s absence;

WHEREAS, Pursuant to MCL 551.7(3), “[i]f a mayor of a city solemnizes a marriage, the
mayor shall charge and collect a fee to be determined by the council of that city, which shall be
paid to the city treasurer and deposited in the general fund of the city at the end of the month.”

NOW, THEREFORE, BE IT RESOLVED, the fee for marriages solemnized by the Mayor and Mayor *Pro Tem* of the City shall be set at One Hundred Dollars (\$100.00), which shall be collected by either the Mayor or Mayor *Pro Tem* at the time of solemnization and remitted to the City Treasurer for deposit in the General Fund of the City.

RESOLUTION DECLARED ADOPTED.

YEAS: _____

NAYS: _____

ABSTENTIONS: _____

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the City of Grosse Pointe Park, Wayne County, Michigan, on _____, 2023, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this _____ day of _____, 2023.

Bridgette Bowdler
Clerk of the City of Grosse Pointe Park



CITY COUNCIL MEETING

DATE: December 11, 2023

SUBJECT: Request for Extension of Purchase Agreement for Alter Rd Properties

SUMMARY: In August 2023, the City Council approved a purchase agreement for the properties located at 2500, 2226, 2194, 2186, 2180, 2174 and 2170 Alter Road in Detroit, MI 48215 ("Alter Road Properties"), along with property located at 1269-1275 Wayburn Road, Grosse Pointe Park, MI 48230. The agreement granted the Purchaser (Pointe Hardware Group LLC) a 120-day due diligence period. This due diligence period is scheduled to expire on December 31, 2023. The purchaser is requesting a 90-day extension to complete a Phase II Environmental study of the Alter Road properties and asks the Council to consider a 90-day extension of the purchase agreement.

Attached for your review is the signed purchase agreement.

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Motion to Approve: Motion to approve the extension of the Purchase Agreement for the Sale of Real Property located on Alter Road in Detroit and on Wayburn Road in Grosse Pointe Park and authorize the City Manager to execute the same.

Motion to Deny: Motion to deny the extension of the Purchase Agreement for the Sale of Real Property located on Alter Road in Detroit and on Wayburn Road in Grosse Pointe Park

PREPARED BY: Nick Sizeland, City Manager

PURCHASE AGREEMENT

This **PURCHASE AGREEMENT** (the "Agreement") is made this 8/23/2023 day of August, 2023 (the "Effective Date"), by and between **The City of Grosse Pointe Park**, a Michigan municipal corporation, whose address is 15115 E. Jefferson, Grosse Pointe Park, Michigan 48230 (the "Seller"), and **Pointe Hardware Group LLC**, a Michigan limited liability company¹, whose address is 101 West Big Beaver Road, Suite 1000, Troy, Michigan 48084 (the "Purchaser"), upon the following terms and conditions:

1. **DESCRIPTION OF PROPERTY:** Seller is owner of certain real property located in the Cities of Grosse Pointe Park and Detroit, County of Wayne, State of Michigan, commonly known as follows:
 - (a) 2500 Alter Road, Detroit, MI 48215;
 - (b) 2226 Alter Road, Detroit, MI 48215;
 - (c) 2194 Alter Road, Detroit, MI 48215;
 - (d) 2186 Alter Road, Detroit, MI 48215;
 - (e) 2174 Alter Road, Detroit, MI 48215;
 - (f) 2170 Alter Road, Detroit, MI 48215;
 - (g) 2180 Alter Road, Detroit, MI 48215 (subparagraphs (a) – (g) inclusive, are adjacent and contiguous to each other and are collectively referred to below as the "Alter Road Property"); and
 - (h) 1269-1275 Wayburn Road, Grosse Pointe Park, MI 48215 (and is referred to below as the "Wayburn Property").
- and the Alter Road Property and the Wayburn Property are more particularly described in the legal descriptions attached hereto as Exhibit "A" (the "Land").
2. **SALE:** Seller shall sell and Purchaser shall purchase the Land, together with buildings and improvements and including all of Seller's right, title, and interest in and to all appurtenances, all riparian rights, easements, rights-of-way, minerals and mineral rights, timber and timber rights, any unpaid award or damages to the Property, all site engineering studies and surveys, if any, all fixtures, and alarm system(s) (collectively, the "Property") for the Purchase Price (hereinafter defined).
3. **PURCHASE PRICE AND PAYMENT:** The Purchaser agrees to purchase from the Seller, and the Seller agrees to sell to the Purchaser, the Property together with all improvements and appurtenances, for the sum of Four Hundred Twenty Thousand and 00/100 Dollars (\$420,000.00; the "Purchase Price") payable via wire transferred funds through the Title Company (as defined below) at Closing.
4. **DEPOSIT:** Within three (3) business days upon delivery of Seller's acceptance to Purchaser, the Purchaser will deliver a good faith earnest money deposit in the amount of Twenty-One Thousand and 00/100 Dollars (\$21,000.00; the "Deposit") to Greco Title Agency (the "Title Company"), whose address is 20902 Mack Ave., Ste. 100, Grosse

¹ Purchaser may elect to create an entity for the express purpose of acquiring the Property.

Pointe Woods, MI 48236, Attn: Shannon Boren, srboren@atatitle.com, which Deposit shall be disbursed in accordance with the terms of this Agreement, and in all events should the transaction proceed to Closing (as defined below) the Deposit shall be applicable towards the Purchase Price. The balance of the Purchase Price shall be paid, plus or minus closing adjustments, as the case may be, less the Deposit, via wire transferred funds to the Title Company at closing in exchange for a deed, in the form provided in Paragraph 6 below, conveying fee simple, marketable title to Purchaser, free and clear of any and all liens or encumbrances except as specifically approved by Purchaser under Paragraph 7 below. Seller shall execute and deliver such documents as are required to document this transaction. Any existing land contracts or mortgages shall be discharged at Closing, with Seller being responsible for any prepayment penalties associated therewith.

5. ACCEPTANCE OF OFFER: The provisions of this Agreement shall become a binding Agreement upon acceptance thereof by Seller. In the event such Agreement is revoked by Purchaser prior to acceptance by Seller, this Agreement shall be deemed null and void and this Agreement shall be of no force and effect.
6. CONVEYANCE BY COVENANT DEED: Seller shall convey the Property by Covenant Deed.
7. TITLE AND SURVEY:
 - (a) Within ten (10) days of the Effective Date, Purchaser, at its cost and expense, shall procure and (together with a copy of all exceptions) a complete commitment for an owner's extended policy of title insurance on a 2006 jacket (the "Title Commitment") issued by the Title Company, in an amount equal to the Purchase Price. Purchaser shall pay the premium for the Title Company to deliver to Purchaser at the Closing a "marked up" title commitment (or, at Purchaser's election, a pro forma owner's title insurance policy) for an owner's policy of title insurance showing title in the manner required hereunder: (i) with standard exceptions; and (ii) in the amount of the Purchase Price (the "Title Policy"). In the event that Purchaser desires to have a title insurance policy without standard exceptions, the cost of the survey required for the Title Company to provide a title insurance policy without standard exceptions shall be borne by Purchaser, as set forth below in Section 7(b). Seller will cooperate in providing the Title Company with an owner's affidavit and any other reasonable documentation in its possession or control needed to remove the standard exceptions on the title commitment, to the extent such affidavit and documentation do not add to, expand or extend Seller's representations in this Agreement. The cost of the title search, the issuance of the Title Commitment and the issuance of the Title Policy shall be Purchaser's expense, however, the cost of any endorsements to the Title Policy that "insure over" defects in Seller's title or otherwise cure Purchaser's objections to title, shall be at Seller's cost. Purchaser shall provide Seller with a complete copy of the Title Commitment as the same is received from the Title Company.
 - (b) Purchaser may obtain at its sole cost and expense, a survey (the "Survey") of the

Property, dated subsequent to the date hereof, prepared by a licensed surveyor or Registered Professional Engineer in accordance with ALTA/NSPS standards. A copy of the Survey shall also be furnished to the Title Company by Purchaser prior to the expiration of the Inspection Period. If the legal description on the Survey differs from the description set forth on Exhibit "A," then the legal description from the Survey, once approved by both Seller and Purchaser, shall be incorporated herein for all purposes. The cost of the Survey shall be borne by Purchaser.

- (c) Purchaser shall have ten (10) Business Days after Purchaser's receipt of the Title Commitment with complete, legible copies of the underlying documents within which to deliver written notice to Seller of any objections to the status of Seller's title to the Property. If any such objection(s) to the Title Commitment are timely made, Seller shall have five (5) Business Days from the date such written objections have been delivered to Seller to: (i) remedy the objections to Purchaser's satisfaction (or agree in writing to have same remedied at or before Closing); (ii) obtain title insurance over the objections satisfactory to Purchaser; or (iii) terminate this Agreement, and the Deposit shall be returned to Purchaser, in which event neither Party shall have any further liability to the other except for those liabilities that survive termination as provided herein. Notwithstanding the foregoing, Purchaser shall have the right, within five (5) days after Seller's termination of this Agreement as provided above in this Section, to waive in writing such objections and continue this Agreement in force. If Seller does not terminate this Agreement or agree in writing to have such objections remedied at or before Closing, then if Seller is unable or unwilling to remedy the objections or obtain title insurance over the objections within Seller's five (5) day period specified above, then, (unless Purchaser chooses to waive such objections during its five (5) day period to so waive above), Purchaser may, at its option, upon written notice to Seller given within five (5) days of the expiration of Seller's period above, terminate this Agreement, and the Deposit shall be returned to Purchaser, in which event neither Party shall have any further liability to the other under this Agreement, except as set forth in herein. If Purchaser does not terminate this Agreement, it will be deemed to have accepted such title matters objected to and the same shall be Permitted Exceptions as defined herein. If, within the time period specified above, Seller remedies the objections or obtains title insurance over the objections reasonably acceptable to Purchaser, Purchaser agrees to proceed under the terms of this Agreement, subject to the satisfaction of the remaining contingencies and the remaining conditions to Closing set forth herein. All easements, restrictions and other matters of record; public and utility easements; zoning and other municipal ordinances; drainage and utility district charges and assessments; general real estate taxes not yet due and payable; special and other assessments for improvements payable in installments, any matter disclosed on the Title Commitment or the Survey which Purchaser has not objected to, has been remedied by Seller as provided above or with respect to which objection has been waived or deemed accepted by Purchaser, shall be deemed "Permitted Exceptions." No interest of any tenant or other occupant shall be considered a Permitted Exception (except for such leases that will be terminated at or before Closing) and Purchaser shall be deemed

to have objected thereto (whether or not written notice of such objection is provided). If the Title Commitment is substantively amended or supplemented with new exceptions (not as a result of Purchaser's acts) after Purchaser has submitted its objections (except for taxes and/or installments of assessments becoming due or which are a lien), the same time periods, procedures and notices for objections and clearance of title shall apply to new matters disclosed thereby.

8. **INSPECTION PERIOD:** Purchaser shall have one hundred twenty (120) days from the date Purchaser has received a fully executed copy of this Agreement; to enter upon the Property and to conduct such investigations and testing as Purchaser shall deem necessary, and to satisfy each of the foregoing conditions (the "Inspection Period"). Purchaser's right to inspect and investigate the Property shall include the right to conduct (or cause the conduct of) an environmental investigation of the Alter Road Properties (which may include Phase I and Phase II environmental site analyses). Unless Purchaser gives Seller written notice that the conditions are unsatisfied or waived, the conditions shall be deemed satisfied. In the event that Purchaser notifies Seller in writing of its dissatisfaction for any reason or for no reason with the results of its inspections or of its failure to satisfy the foregoing conditions within three (3) business days after the expiration of the Inspection Period, this agreement shall terminate and the Purchaser shall be entitled to a release from the instant Agreement with the Deposit returned by the Title Company to the Purchaser. Purchaser shall not unreasonably interfere with the business operations on the Property while conducting such inspections. Purchaser shall provide reasonable advance notice to Seller by telephone of Purchaser's on-site inspections and investigations. The rights granted to Purchaser hereunder may be exercised by Purchaser and/or its consultants and contractors and their respective agents and employees (collectively the "Purchaser Representatives"). Seller agrees to cooperate fully with Purchaser's reasonable requests for information, data, documents, and access to the Property as necessary or desirable for Purchaser's due diligence.
9. **CONDITIONS PRECEDENT.**
 - (a) Purchaser's obligation to purchase the Property and to pay the Purchase Price and to make the closing deliveries required under this Agreement is expressly subject to the satisfaction of the following conditions precedent:
 - (i) On the Closing Date, all of Seller's representations and warranties shall be true and correct and Seller shall have performed each covenant to have been performed by Seller under this Agreement within the time specified.
 - (ii) On the Closing Date, there shall be no litigation, arbitration, administrative hearing and/or proceeding pending, seeking: (A) to enjoin the consummation of the transactions contemplated hereunder or cause the transactions contemplated hereunder to be rescinded after consummation thereof; (B) to recover title to the Property, or any part thereof or any interest therein; or (C) to enjoin the violation of any law, rule, regulation, restrictive covenant or zoning ordinance on the Property.

- (iv) Seller shall have provided all requested instruments and documents in Seller's possession to the extent same are customary in transactions of this kind to establish the power and authority of Seller to execute and deliver this Agreement and to carry out Seller's obligations hereunder.
- (v) Seller shall have made all of the closing deliveries required under the terms of this Agreement.
- (vi) Any leases or occupancy agreements with respect to the Property have been terminated.
- (vii) The physical condition of the Property shall remain unchanged from the Effective Date, reasonable wear and tear excepted, which shall be confirmed via a walkthrough by Purchaser prior to Closing.

Purchaser may, at its election, waive any of the foregoing conditions precedent set forth above, and proceed with the Closing of the transaction contemplated by this Agreement. In the event that Closing has been consummated, then all remaining unsatisfied conditions precedent shall be deemed to have been waived.

- (b) Seller's obligation to sell the Property and to make the closing deliveries required under this Agreement is subject, without limitation, to the satisfaction of the following conditions precedent:
 - (i) Payment of the Purchase Price by Purchaser to Seller on the Closing Date, plus or minus any prorations or adjustments applicable herein.
 - (ii) On the Closing Date, all of Purchaser's representations and warranties shall be true and correct and Purchaser shall have performed in all material respects each covenant to have been performed by Purchaser under this Agreement within the time specified.
 - (iii) Seller shall have received all such instruments and documents as Seller's counsel shall reasonably require and timely request, to the extent same are customary in transactions of this kind, to establish the power and authority of Purchaser to execute and deliver this Agreement and to carry out Purchaser's obligations hereunder.
 - (iv) Purchaser shall have made all of the closing deliveries required under the terms of this Agreement.

Seller may, at its election, waive any of the foregoing conditions precedent set forth above, and proceed with the Closing of the transaction contemplated by this Agreement.

10. CLOSING: The Closing of the transaction (the "Closing") contemplated hereunder shall take place on a mutually convenient date within thirty (30) days of completion of the Inspection Period. The Closing shall take place at the Title Company.
11. AS-IS CONDITION: Purchaser acknowledges and agrees that upon Closing, Seller shall sell and convey to Purchaser and Purchaser shall accept the Property in "AS-IS Condition," except to the extent expressly provided otherwise in this Agreement.
12. OBLIGATIONS OF PURCHASER REGARDING WAYBURN PROPERTY: Subject to force majeure and Seller's good faith cooperation in connection with Purchaser's future submission to the Seller's planning department, upon Purchaser's receipt of site plan approval and necessary permits, Purchaser agrees to commence construction on a mixed use duplex structure (office/showroom space on the first floor and rental residence on the second floor) that complies with all applicable City Ordinances within twenty-four (24) months of Closing. Seller represents and warrants that a mixed use duplex structure as described in this Section 12 is permitted under its City Charter and Zoning ordinance and that Purchaser shall not be required to obtain special land use applications.

Failure to secure permits and begin construction on said Development within twenty-four (24) months of Closing shall constitute a breach of this Agreement for which Seller shall be entitled to, in Seller's sole discretion, void the sale of the Wayburn Property. The Deed with regard to the sale of the Wayburn Property shall include a claw back provision which will require the Purchaser to begin construction on the residential structure within twenty-four (24) months of Closing and will clearly state that the failure to timely commence construction will result in Purchaser being required to convey the property back to Seller via Covenant Deed within thirty (30) days of the expiration of said twenty-four (24) month period. The Covenant Deed shall convey the same free and clear of any and all liens and encumbrances other than the Permitted Exceptions. This provision shall survive the Closing.

13. ACCESS: While the Agreement is in effect, Seller shall ensure that the Property is free of hazards and provide safe access to the Property by Purchaser, its employees, agents, representatives, engineers, and surveyors ("Purchaser Representatives"); who may have access to the Property during business hours in accordance with Section 8 above in connection with its due diligence activities; provided, however, that Purchaser, at its expense, shall reasonably restore the Property damaged or disturbed as a result of such entry or testing to its condition prior to making any such surveys, tests or inspections. Purchaser shall indemnify and hold Seller harmless from and against any and all third party claims, suits, actions, proceedings, and the resulting damages, liabilities, costs, and expenses, including reasonable attorney's fees, hereinafter "Claims," to the extent made or asserted as a result of Purchaser's exercise of such rights of access. Purchaser, at its sole cost and expense, shall defend Seller against such Claims. Notwithstanding the foregoing, no such inspection or testing shall cause Purchaser to be an owner/operator of the Property or an arranger for the disposal, or the generator of hazardous substances under any applicable environmental statute and Purchaser shall have no responsibility contamination of the Property.

14. INDEMNIFICATION.

- (a) Seller agrees to indemnify and hold Purchaser harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorneys' fees for matters arising from or related to the inaccuracy or breach of any of Seller's representations and warranties.
- (b) Purchaser agrees to indemnify and hold Seller harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorneys' fees for matters arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties.

15. NOTICE OF VIOLATION: All notices of violation of any law, statute, ordinance, rule, or regulation or any governmental agency having jurisdiction thereof issued to Seller prior to the Closing against or affecting the Property shall be sent to Purchaser and shall be satisfied or complied with by Seller prior to the Closing.

16. RESTRICTIONS ON SALE, TRANSFER AND ENCUMBRANCE: Seller shall not sell, transfer, assign or convey any of its rights under this Agreement without the prior written consent of Purchaser. Seller shall not encumber the Property while this Agreement remains in force without the prior written consent of Purchaser. In the event Seller encumbers the Property with the consent of Purchaser, such encumbrances shall not exceed the amount of the Purchase Price and shall provide that they may be prepaid without penalty or charge or may be assumed without a change in the interest rate, change in the other terms and conditions of the mortgage, execution and delivery of a guarantee or payment of points, fees, charges, or penalties (except the normal nominal assumption fee). Seller shall indemnify and hold Purchaser harmless from the payment of any points, fees, charges, or penalties assessed in connection with such mortgage and for any damages, or losses and expenses by Seller's violation of this paragraph. Purchaser, at his election, shall determine whether said encumbrances shall be assumed by him or paid and discharged by Seller in the event of assumption, the amount of the encumbrance (including all principal and accrued interest as of the date of Closing) shall be credited against the Purchase Price. Notwithstanding anything to the contrary contained herein, Purchaser may assign this Agreement to an affiliated entity created for the express purpose of taking title to the Property.

17. EXISTING SURVEY, ENGINEERING WORK AND SOIL BORINGS: Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser any existing surveys, plats, environmental studies and reports, leases, topographical reports, property tax records, and any other relevant documentation in Seller's possession at the time of execution of this Agreement.

18. CLOSING DOCUMENTS:

- (a) On or before the Closing Date, Seller shall deliver the following (which shall be executed by Seller, and such other party, or parties, as may be designated therein, and where required acknowledged):
 - (i) A Covenant Deed (the “Deed”) conveying the Property to Purchaser.
 - (ii) A Bill of Sale conveying any personal property or fixtures located upon the Property.
 - (iii) A termination of any existing lease agreements or occupancy agreements related to the Property executed by Seller and any lessee or occupant of the Property.
 - (iv) Authorizing resolutions of the Seller.
 - (v) A closing statement and such other documents as may be reasonably requested or required by the Title Company.
 - (vi) All keys to the buildings located upon the Property.
 - (b) On or before the Closing Date, Purchaser shall deliver the following:
 - (i) The Purchase Price to Seller.
 - (ii) Authorizing Resolutions of Purchaser.
 - (iii) A closing statement and such other documents as may be reasonably requested or required by the Title Company.
 - (c) At Closing: Seller shall pay: the cost of any endorsements to the Policy of Title Insurance obtained by Purchaser to clear any title objections timely raised by Purchaser; and one-half (½) of all Title Company closing, document preparation and escrow fees; and Purchaser shall pay: the cost of recording the Covenant Deed; one half (½) of all Title Company closing, document preparation and escrow fees and, if necessary, the cost of the base premium for Purchaser’s Owner’s Policy of Title Insurance.
19. PRORATIONS, UTILITIES AND CLOSING ADJUSTMENTS: The following are the Prorations:
- (a) TAXES: The Seller is responsible for the payment of all real property taxes due and payable until, but not including, the day title passes to Purchaser, and the Purchaser is responsible for the payment of all taxes due and payable on and after the day title passes; the Purchaser and Seller will treat such taxes as having been paid in advance, and each will receive a credit for the other’s prorated portion of

any such bills, with the parties agreeing to treat, in the case of a tax bill issued in the summer, the bill as being due and payable on July 1, and in the case of a tax bill issued in the winter, as being due and payable on December 1.

- (b) UTILITIES: To the extent possible, all utility meters shall be read on or immediately prior to the Closing Date and again at the delivery date and the amounts due as disclosed by such readings shall be paid by Seller, or at Seller's option, Purchaser shall receive credit therefor; provided, however, that in the event such meters cannot be read, or the Title Insurance Company cannot insure in the applicable Owner's Policy there are no water or sewer or drainage fee liens, the parties shall prorate their respective responsibilities for such utilities based upon the last previous utility bill therefor, and, at the request of Purchaser, an appropriate escrow shall be established with the Title Insurance Company in an amount recommended by the Title Insurance Company pursuant to an escrow agreement supplied by the Title Insurance Company. Such charges shall be re-prorated upon receipt of the actual utility bills covering the period in which the Closing Date shall have occurred, such obligation to survive the Closing and the delivery of the Closing documents.
20. SELLER'S DEFAULT: In the event of a default by the Seller hereunder, the Purchaser may terminate this Agreement, following the expiration of ten (10) business days advance written notice and opportunity to cure delivered from Purchaser to the Seller and receive the return of the Deposit in the event the default is not timely cured.
21. PURCHASER'S DEFAULT: In the event of a default by the Purchaser hereunder, and provided that (a) Seller is in full compliance with all of its obligations hereunder and (b) on the Closing Date, Seller is ready, able, and willing to convey title to the Property to the Purchaser, the Seller may terminate this Agreement, following the expiration of ten (10) business days advance written notice and opportunity to cure delivered from Seller to Purchaser and retain the Deposit as liquidated damages and same shall constitute the sole and exclusive remedy of the Seller for Purchaser's default.
22. BROKERAGE: Each of Purchaser and Seller represent and warrant to the other that they have not been contacted, contracted with or entered into any agreement with any real estate broker or agent in connection with the sale of the Property except for amounts due Avison Young ("Purchaser's Broker") in connection with this transaction. The Seller will pay the Purchaser's Broker a brokerage fee of two percent (2%) of the total Purchase Price, to wit: Eight Thousand Four Hundred and 00/100 Dollars (\$8,400.00).
23. CONDEMNATION: If, prior to Closing any authority having the right of eminent domain shall commence legal actions for the temporary or permanent taking or acquiring of any part of the Property, Seller shall immediately give written notice thereof to Purchaser and Purchaser, at Purchaser's option, shall be entitled to terminate this Agreement upon written notice to Seller and receive an immediate refund of the Deposit.
24. RISK OF LOSS: In the event of loss or damage to the Property between the date hereof

and the Closing Date, Purchaser shall have the privilege of declaring this Agreement null and void and thereby be entitled to an immediate refund the Deposit, in its entirety, paid upon the execution hereof and any extension payments made, or the Purchaser may elect to consummate the transaction contemplated herein, providing all proceeds whether from condemnation or insurable loss or Claims under insurance policies accrue to the benefit of Purchaser.

25. **TIME IS OF THE ESSENCE:** Time shall be deemed of the essence in this Agreement. This Agreement shall be effective as of the Effective Date of this Agreement listed on the first page and shall be the “date of this Agreement” for the purpose of computation of all time periods and shall become effective only after Purchaser has received a fully executed copy of this Agreement.
26. **COMPUTATION OF TIME PERIODS.** If the date upon which the Inspection Period expires, the Closing Date or any other date or time period provided or in this Agreement is or ends on a Saturday, Sunday or federal, state, or legal holiday, then such date shall automatically be extended until 5:00 p.m. Eastern Standard Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday. For purposes of this Agreement, unless otherwise specified herein, all time periods and references to “days” shall mean calendar days. Any reference to business days shall mean Monday through Friday, inclusive, unless a particular day is a federal, state or legal holiday.
27. **MISCELLANEOUS:**
- (a) The headings in this Agreement are inserted for convenience and identification only, and are in no way intended to describe, interpret, or limit the scope, extent or intent of this Agreement or any provision hereof.
 - (b) This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between Purchaser and Seller, and incorporates herein all prior representations, discussions, and negations of the parties and, there are not now, and there shall not be, any verbal statements, representations, warranties, undertakings, or agreement between the parties. This Agreement may only be modified by a written document executed by each of the parties hereto bearing a date subsequent to the date hereof.
 - (c) **ATTORNEY’S FEES:** In the event of any controversy, claim or dispute between the parties affecting or relating to the subject matter or performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable expenses, including reasonable attorneys’ and accountants’ fees.
28. **COUNTERPARTS:** The Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all counterparts shall together constitute but one Agreement

29. **ELECTRONIC SIGNATURES:** The execution and delivery of this Agreement may be affected by electronic means, including by PDF or facsimile transmission, and shall be as valid and effective as an original signature.
30. **SEVERABILITY:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then all the remaining provisions of the Agreement shall remain in full force and effect to the extent permitted by law.
31. **WRITTEN NOTICE:** Any notice or consent required to be given pursuant to this Agreement or otherwise desired to be delivered by one party to the other, shall be effective only if in writing which is either (a) personally delivered to such party at its address set forth below (or to such other place as the party to receive such notice shall have specified by notice in advance thereof); (b) by Federal Express or other similar next business day air courier, or (c) sent by electronic mail (i.e., e-mail) at the e-mail address below. Notice shall be deemed given upon personal delivery or sending an e-mail, or one (1) business day following deposit with an air courier. Notices shall be deemed properly addressed if given at the following:
- (vii) If to Seller: City of Grosse Pointe Park
15115 E. Jefferson
Grosse Pointe Park, MI 48230
Attn: City manager Nick Sizeland
E-mail: sizelandn@grossepointepark.org
- (ii) If to Purchaser: Pointe Hardware Group, LLC
15020 Kercheval Avenue
Grosse Pointe Park, MI 48230
Attn: Waref Hawasli
E-mail: whawasli@hgwdetroit.com
- With a copy to: Giarmarco, Mullins & Horton, P.C.
101 W. Big Beaver Rd., Suite 1000
Troy, MI 48084
Attn: Alexander Lebedinski, Esq.
E-mail: alebedinski@gmhlaw.com
32. **BINDING EFFECT:** This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.
33. **CONSTRUCTION:** This Agreement shall be constructed in accordance with the laws of the State of Michigan.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned have executed this Purchase Agreement on the date and year first written above.

SELLER:

CITY OF GROSSE POINTE PARK, a
Michigan municipal corporation

By: 
Nick Sizeland
Its: City Manager

PURCHASER:

POINTE HARDWARE GROUP LLC, a
Michigan limited liability company

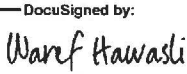
By: 
Waref Hawasli
Its: Manager

EXHIBIT "A"

(LEGAL DESCRIPTION)

Alter Road Property

Lands situated in the City of Detroit, County of Wayne, State of Michigan, and more particularly described as follows:

Lots 2, 3 and 4, East End Manor, Sub of part of Lot 4, John A. Alter's Estate being Lot 2 of Alter Plat of W part of P.C. 570, as recorded in Liber 38, Page 31, of Plats, Wayne County Records.

Lots 39, 40, 41, 42, 43, 44, 45, and 46, Schiappacasse's Subdivision, Sub of Lot 5 of the plat of partition of John Alter Est. being Lot 2 of Alter's Plat being the West part of P.C. 570 and part of Lot 1 of the Sub of Lot 6 of Lot 2 of Alter's Plat of P.C. 570 as recorded in Liber 37, Page 81, of Plats, Wayne County Records.

Commonly Known as:

2500 Alter Road, Detroit, MI 48215;
2226 Alter Road, Detroit, MI 48215;
2194 Alter Road, Detroit, MI 48215;
2186 Alter Road, Detroit, MI 48215;
2180 Alter Road, Detroit, MI 48215;
2174 Alter Road, Detroit, MI 48215;
2170 Alter Road, Detroit, MI 48215;

Parcel ID: 21062762, 21062757-61, 21062756, 21062755, 21062754, 21062753, 21062752

Wayburn Property

Land situated in the City of Grosse Pointe Park, County of Wayne, State of Michigan, and more particularly described as follows:

Lot 6 of East End Manor Subdivision, according to the Plat thereof as recorded in Liber 38, Page 31, of Plats, Wayne County Records

Commonly Known as:

1269-1275 Wayburn, Grosse Pointe Park, MI 48230

Parcel ID: 39-007-15-0006-000

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

**RESOLUTION TO COMPLY WITH THE PUBLICLY FUNDED HEALTH
INSURANCE CONTRIBUTION ACT**

At a regular meeting of the City Council for the City of Grosse Pointe Park, Wayne County, Michigan, held in the Municipal Building of said City, on the 11th day of December 2023 at 7:00 p.m., the following resolution was adopted.

Present Members:

Absent Members:

Motion by Councilmember _____ seconded by Councilmember _____ to adopt the following resolution:

WHEREAS, Public Act 152 of 2011 (the “Act”) was passed by the State legislature and signed by the Governor on September 24, 2011; and,

WHEREAS, the Act contains three options for complying with the requirements of the Act; and

WHEREAS, the three options are as follows:

1. Section 3 – “Hard Caps” Option – limits a public employer’s total annual health care costs for employees based on the coverage levels, as defined in the Act;
2. Section 4 – “80%/20%” Option – limits a public employer’s share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
3. Section 8 – “Exemption” Option – a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;

WHEREAS, the City of Grosse Pointe Park has decided to adopt the _____ Option as its choice of compliance under the Act;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Grosse Pointe Park elects to comply with the requirements of Public Act 152 of 2011 by adopting the _____ Option for the medical benefit plan coverage year January 1, 2024 through December 31, 2024.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on December 11, 2023, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Clerk of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the 11th day of December 2023.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ____ day of _____ 20__.

Bridgette Bowdler, City Clerk
City of Grosse Pointe Park