SPECIAL NOTICE

Due to Governor Whitmer's Stay Home Stay Safe Executive Order and to minimize the spread of COVID-19, this meeting will be held electronically. Please see instructions below for participating in this ZOOM video/phone conference.

AGENDA

1. Roll Call
2. Setting the Agenda
3. Consent Agenda
   a. Approval of Minutes
   b. Approval of Invoices
   c. Purchase of police vehicle
   d. Purchase of police vehicle – F-150
   e. Purchase of toter carts
   f. Authorize sale of surplus Public Service equipment
   g. Public facilities cleaning services vendor
4. New Business
   a. Council Hearing - 37 Cranford Lane – Placement of air conditioning unit
      1. City Planner presentation
      2. Open Public Comment
      3. Close Public Comment
      4. Consideration of request for placement of unit
   b. Renewal of Elworthy Field Lease Agreement
   c. License to use Lot 4 for EV Charging
   d. License to place parking pay stations on Neighborhood Club and Ascension properties
      a) Neighborhood Club – 17150 Waterloo
      b) Ascension – 17141 Kercheval Avenue
   e. Council Goals
5. Planning Commission
   a. Public Hearing – Proposed Zoning Amendment regarding minimum multi-family residential unit sizes for all districts that permit multi-family uses.
      1. City Planner presentation
      2. Open Public Comment
      3. Close Public Comment
      4. Consideration of ordinance text amendment
6. Public Comment – for agenda and non-agenda items
7. Staff Reports
8. Council Comment
9. Adjournment

See Page 2
INSTRUCTIONS FOR ALL PERSONS TO PARTICIPATE IN VIRTUAL MEETING

This meeting will be held via Zoom.
When: Nov 16, 2020 07:00 PM Eastern Time (US and Canada)
Topic: Council meeting

Please click the link below to join the webinar:
https://us02web.zoom.us/j/84118361454?pwd=bGJNbXhPTTh1cmhSV3FoWErbkVYZz09
Passcode: GPCouncil
Or iPhone one-tap:
US: +13017158592,84118361454,,0,,122924738# or
+13126266799,84118361454,,0,,122924738#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833
Webinar ID: 84118361454
Passcode: 122924738

INSTRUCTIONS FOR INDIVIDUALS WITH DISABILITIES

Michigan Relay is a communications system that allows hearing persons and deaf, hard of hearing, or speech impaired persons to communicate by telephone. Dial 7-1-1 to reach Michigan Relay and have the operator then connect with Zoom conference number above. There is no additional charge to use this service.

Please contact city@grossepointecity.org at least 48 hours in advance of the meeting with any other requests for accommodations.

INSTRUCTIONS FOR PUBLIC COMMENT

The following public comment instructions are for use by members of the public during the virtual Council meetings held using the Zoom video and phone conferencing program:

A. During this electronic virtual meeting, individuals who wish to address the Council on any agenda or non-agenda item may do so during the designated public comment period or during a public hearing listed on the agenda. An individual wishing to make a public comment should indicate so by using the raise hand feature on the Zoom application. This is typically found in the upper right hand corner when you click on "View Participant list". This opens a pop-out screen that includes a "Raise Hand" icon that you may use to raise a virtual hand when the chair of the meeting calls for public comments. If you are using the audio only call-in feature, you can hit *9 on the phone keypad to activate the raise hand feature.

B. Public comment during a virtual Council meeting is welcome. Individuals have a maximum of three (3) minutes to address the Council and present any comments. Council members will listen to concerns but will not interact or answer questions.

C. Each speaker should begin comments by providing their name and address.

D. Disorderly Conduct: The chair 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, engaging in hate speech, or otherwise breaching the peace.

E. Alternatively, public comments can also be submitted by email to city@grossepointecity.org no later than 5:00 pm on the day of the meeting. All electronic comments received will be distributed to the City Council in advance of the start of the meeting.
MINUTES OF THE GROSSE POINTE CITY COUNCIL MEETING HELD ON TUESDAY, SEPTEMBER 1, 2020, AT THE COUNTRY CLUB OF DETROIT, GROSSE POINTE FARMS, MICHIGAN.

Mayor Tomkowiak called the meeting to order at 6:58 p.m.

ROLL CALL

Present: Mayor Tomkowiak, Council Members Juip, Parthum, Stempfle, Thomas, Walsh, and Williams
Also Present: City Manager Dame and Consultant Lew Bender.

Work Session
Consultant Lew Bender led introductions, provided background about the workshop process, facilitated discussion and worked interactive basis with Council regarding intra-Council communication and expectations, Council and City Manager communications, and laid the groundwork for developing, refining and prioritizing strategic goals for the City.

PUBLIC COMMENT
None.

Without objection, the Mayor adjourned the meeting at 9:07 p.m.

Peter J. Dame
Acting Secretary of the Meeting
MINUTES OF THE GROSSE POINTE CITY COUNCIL MEETING HELD ON SATURDAY, OCTOBER 17, 2020, AT THE COUNTRY CLUB OF DETROIT, GROSSE POINTE FARMS, MICHIGAN.

Mayor Tomkowiak called the meeting to order at 8:10 a.m.

ROLL CALL

Present: Mayor Tomkowiak, Council Members Juip, Parthum, Stempflle, Thomas, Walsh, and Williams

Also Present: City Manager Dame, City Attorney Kennedy and Consultant Bender.

Work Session

Consultant Lew Bender made presentations and worked on an interactive basis with Council to refine intra-Council communication, refine Council to Manager communication and assist Council in developing, refining and prioritizing long range strategic goals for the City.

PUBLIC COMMENT

None.

Without objection, the Mayor adjourned the meeting at 1:05 p.m.

______________________________
Charles S. Kennedy, III
Acting Secretary of the Meeting
The meeting was called to order at 7:00 p.m.

ROLL CALL
Present: Mayor Tomkowiak, Council Members Juip, Parthum, Stempfle, Thomas, Walsh, Williams
All Council Members indicated their physical location as: Grosse Pointe, Michigan

In Attendance: City Manager Dame, Attorney Kennedy, City Clerk Arthurs, Finance Director Kleinow, Public Safety Director Poloni, Deputy Chief Alcorn, Public Service Director Randazzo, Public Service Supervisor Kress, Parks and Recreation Director Hardenbrook.

Motion by Council Member Stempfle, second by Council Member Parthum, to excuse Council Member Thomas from the meeting for personal reasons.

ROLL CALL VOTE
Ayes: Juip, Parthum, Stempfle, Walsh, Williams, Mayor Tomkowiak
Nays: None.

MOTION CARRIES.

CONSENT AGENDA

Motion by Council Member Parthum, second by Council Member Williams, to approve the Consent Agenda consisting of the following:

1. Minutes from the regular Council Meeting held on September 21, 2020, minutes from the closed session Council Meeting held on September 21, 2020 and minutes from the special workshop meeting held on October 12, 2020.

2. Invoices
   a) Florence Cement Company
      - 2020 Street Improvement Project, Estimate #3, $265,784.93
      - 2019 Street Improvement Project, Final, $33,436.90
   b) City of Grosse Pointe Farms
      - Radio, 1/1/20 – 6/30/20, $20,412.38
      - Water Purchased, 7/1/20 – 9/30/20, $213,684.22
   c) Galeana’s Van Dyke Dodge - Dodge Charger, September 2020, $26,147
   d) City of Grosse Pointe Park - Dispatch Services, 7/1/20 – 9/30/20, $28,842
   e) GFL - Recycling, October 2020, $10,200
   f) Asphalt Control Corporation
      - Sidewalk Replacement Program, September 2020, $7,731.25
   g) Great Lakes Water Authority - Sewer Charges, September 2020, $74,500
   h) Partners In Architecture - New Facilities, Payment #16, $520,014.56
   i) Traffic & Safety - Annual Maintenance Agreement, 9/1/20-8/31/21, $31,830
   j) Stevenson Company - Annual Liability Insurance, 10/1/20 – 10/1/21, $112,182
   k) Phoenix - Attack Digital Fire Training, September 2020, $37,604.64
   l) Fildew Hinks - Legal Services, August 2020, $15,143.46
   m) Rodwan Consulting Company
      - GASB 74/75 Annual Actuary Report, October 2020, $6,900
      - GASB 67/68 Annual Actuary Report, October 2020, $5,600
      - Annual Actuary Report, October 2020, $6,800
3. Approval of the Special Event Application for the Grosse Pointe Lions Jingle Bell Run on November 27, 2020 from 7:30 am to 10:00 am.

4. Approval of a three-year snow removal agreement extension with Berns Landscape Service.

5. Authorize the purchase of rock salt in the amount of $50.02 per ton through MIDeal Purchasing Program, for 2020-21 season.

6. Authorize the purchase of a 2020 Hilo Forklift, including the aerial man-lift platform, in the amount of $28,806 through the MIDeal Purchasing Program.

7. Approve the waiver of parking fees for The Village off-street parking lots on the four weekends (all day Saturday and Sunday between Thanksgiving and Christmas.

ROLL CALL VOTE

Ayes: Juip, Parthum, Stempfle, Walsh, Williams, Mayor Tomkowiak
Nays: None.

MOTION CARRIES.

AGREEMENT WITH PASSPORT – MOBILE PARKING PAYMENT SERVICES

City Manager Dame made the following report:

In an effort to increase the user friendliness of the parking experience for parkers in the City and offer a better touchless pay option in the time of COVID-19, staff is recommending entering into an agreement with Passport Mobile Parking for provision of a new mobile parking payment experience. The Passport app is state-of-the-art technology in parking payment systems. The mobile application features include:

- iOS, Android and mobile web options that are easy to use
- Reminder notifications, email receipts and remote session extensions
- Option to integrate with existing systems for both on and off-street environments, using parking meters or pay stations
- Direct integrations with leading providers of enforcement and license plat recognition software
- A convenient and self-service merchant portal where local businesses can provide validation codes for their customers
- With a new Google partnership, Passport offers the ability to pay through Google Maps
- Offers a wallet feature that allows parkers to draw down funds they have set aside for parking

Mark Schleyer of Passport Services provided a presentation to Council describing the Passport company and mobile application features. Mr. Schleyer described how Passport will compliment Google Maps providing an easy way for new parkers to pay for parking in the City. He indicated that Passport is the most prevalent parking application used in southeastern Michigan. Mr. Schleyer answered various questions from Council regarding features of the mobile application, including the wallet feature, different in-app rates, and merchant and convenience fees. It was noted that the convenience fee charged for using the application is 25 cents for an entire parking session including any extensions. This is less than the 35 cents charged by Parkmobile for every purchase of parking time, including each extension. Other Michigan cities using Passport include Ferndale, Lansing, Battle Creek, Grand Rapids and Ann Arbor. Passport is also the software engine for the branded Park Detroit mobile application.
Motion by Council Member Stempfle, second by Council Member Williams, to authorize the execution of an agreement with Passport Mobile Parking.

ROLL CALL VOTE
Ayes: Juip, Parthum, Stempfle, Walsh, Williams, Mayor Tomkowiak
Nays: None.

MOTION CARRIES.

Council Member Thomas joined the meeting at 7:39 pm, indicating his physical location as Grosse Pointe, Michigan.

PURCHASE – PARKING EQUIPMENT FOR LOTS 2 & 3

Due to the recommended replacement of the parking equipment in The Village Municipal Parking Structure that is tied to the gated systems in Lot 2 and 3, the City Public Services parking division is in need of new parking control and software equipment located at City of Grosse Pointe parking Lots 2 and 3. Three pay station equipment proposals were received for the parking lot equipment replacement project and are listed below.

Traffic & Safety Control Systems, Inc.
Luke II multi space pay stations $9,250.00 per unit
Lot 2 equipment, installation and shipping 3 units $ 30,975.00
Lot 3 equipment, installation and shipping 6 units and 1 shelter $ 78,005.00
Total bid price $108,980.00

Harvey Electronics & Radio
Strada Pal Rapide multi space pay station $6,950.00 per unit
Lots 2 and 3 equipment and installation of 12 units in total
Price does not include shelter or site prep
Price of items bid $88,200.00

IPS Group
MS1 multi space pay station $6,249.00 per unit
Lots 2 and 3 equipment, installation and spare parts of 6 units in total
Price does not include shelter or site prep
Price of items bid $49,934.00

Tom Neff of Traffic and Safety Control Systems presented an overview of the Luke II pay station system. This type of system is currently utilized in City Lot 6 and is a reliable and durable system that the City has had few issues with over the last five years. Representatives from Traffic and Safety Control Systems answered various Council questions regarding the Luke II pay station equipment. It was noted that a gate less system offers reduced traffic and stoppages at parking lot entrances and exits and requires less equipment. Council discussion took place regarding annual maintenance costs associated with the current parking equipment, and potential long-term cost savings with the proposed pay station system. Revenue and expense impacts of the new pay station equipment and parking enforcement in the lots was discussed.

Staff recommends that the City stay with the Luke II system for Lots 2 and 3 as the best option for expanding pay stations in the City and as a means to increase uniformity and ease of use for the City’s off-street lot revenue collection systems.

Motion by Council Member Parthum, second by Council Member Williams, to authorize the purchase of Luke II parking equipment for Municipal Parking Lots 2 and 3 from Traffic & Safety Control Systems, Inc.
ROLL CALL VOTE
Ayes: Juip, Parthum, Stempfle, Thomas, Walsh, Williams, Mayor Tomkowiak
Nays: None.

MOTION CARRIES.

PURCHASE – PARKING EQUIPMENT FOR THE VILLAGE MUNICIPAL PARKING STRUCTURE

The City of Grosse Pointe Public Services parking division is in need of new parking control and software equipment located at the Village Municipal Parking Structure (Lot 5), as the Amano equipment is past its expected lifespan. Two bids were received for the parking structure equipment replacement project and are listed below.

Traffic & Safety Control Systems, Inc.
Tiba Parcs gated parking equipment will feature the latest X60 Line equipment with contactless payment options at in lane and on 3 on foot pay stations. Other features include enhanced permit parking options, validations, PCI certified fail-safe credit card compliance, AVI readers and thermal paper tickets replacing mag stripe tickets.
Total bid price $253,578

Harvey Electronics & Radio
Skidata gated parking equipment features contactless payment options at in lane and on 3 on foot pay stations. Other features include enhanced permit parking options, validations, AVI readers and thermal paper tickets replacing mag stripe tickets.
Total bid price $391,960

Traffic & Safety Control Systems, Inc has significant experience in installation and maintenance of Parking equipment in cities across Michigan, installed the City’s current equipment and have responsive maintenance service in the SE Michigan region. The proposed parking equipment is a major improvement over existing equipment in the garage that is more than 12 years old. This proposed equipment should create a more reliable parking experience. TIBA offers advantages over the competition with less moving parts to maintain and replace, and cabinets constructed using stainless steel and the TIBA software is stable and easy to use. Council reviewed and discussed details of the entry and exit stations and watched a demonstration video of the fast ticket mechanism and the ability of a damaged ticket to be read and accepted by the TIBA equipment.

Motion by Council Member Williams, second by Council Member Stempfle, to authorize the purchase of the TIBA gated parking equipment for the Village Municipal Parking Structure from Traffic & Safety Control Systems, in the amount of $253,578.

ROLL CALL VOTE
Ayes: Juip, Parthum, Stempfle, Thomas, Walsh, Williams, Mayor Tomkowiak
Nays: None.

MOTION CARRIES.

RESOLUTION – AUTHORIZING SIDEWALK AND PARKING AREAS PERMITTING FOOD AND BEVERAGE SALES

City Manager Dame made the following report:

The City of Grosse Pointe was one of the first cities in Michigan to allow use of public areas for businesses and restaurants for various purposes as a means to help cope with the impacts of COVID-19 and was a temporary measure approved for 2020. This year, several restaurants have expanded their previously approved outdoor
dining areas on sidewalks utilizing this temporary authority. One restaurant, City Kitchen, has used this authority to build a platform in parking spaces on Kercheval Place.

Given the continuing COVID-19 pandemic, City staff recommends that authority be granted to permanently allow restaurant usage of sidewalks and parking areas for food and beverage sales, on an annually permit basis. At least one restaurant plans to take advantage of this permanent authority. City Kitchen has indicated they wish to continue to operate past their state issued outdoor license expiration date of October 31, 2020. Approval of the proposed resolution will allow restaurants such as City Kitchen to operate over the winter with heated tents or igloos, if they desire, as a means to help cope with COVID-19.

Motion by Council Member Parthum, second by Council Member Williams, that the following resolution be adopted:

Authorization for designation of sidewalk and parking areas permitting food and beverage sales

In the C-1, C-2 or Fisher Road Neighborhood zoning districts, the City Manager may permit the use of that portion of any sidewalk or street between the property line and the traveled portion of the street (including areas customarily used for parking) as a designated area for retail sales of food and/or beverages.

Such uses shall be memorialized by a license approved by the City Manager and City Attorney and may be issued for up to one year. The license will automatically renew for additional one-year terms unless either party provides 30 days advance notice of non-renewal prior to the license anniversary date.

Such licenses may only be issued if the City Manager finds that the proposed use will not unreasonably interfere with the public use of the sidewalk and/or street and such license shall specifically identify the area of the license and the conditions under which such area may be used.

If issued, such license shall be at no cost to the property owners other than appropriate insurance costs and indemnities for a period of one year, at which time, if such license is extended, reasonable fees may be imposed in the discretion of the City Manager.

ROLL CALL VOTE
Ayes: Juip, Parthum, Stempfle, Thomas, Walsh, Williams, Mayor Tomkowiak
Nays: None.

MOTION CARRIES.

RESOLUTION HONORING JOHN FILDEW

Mayor Tomkowiak read aloud the resolution honoring John Fildew, former City Attorney. Both the Mayor and City Council members expressed their appreciation and gratitude to John for his many years of service to the City of Grosse Pointe.

Motion by Council Member Parthum, second by Council Member Stempfle, that the following resolution be adopted:

John Fildew has dedicated his life to service of others. A Phi Beta Kappa graduate of the University of Michigan, he attended the University of Michigan Law School, graduating with highest honors. He then went on to serve in the United States Army Judge Advocate General Corps, achieving the rank of Captain.

After his Army service, John began his career in private practice in Detroit. In almost 60 years of practice, John counseled numerous businesses, individuals and communities in south eastern Michigan with great intellect and
devotion. In his home community, John was a member of the Grosse Pointe Park Foundation; supporting a wide range of projects for the enhancement of the City of Grosse Pointe Park.

In the early 1990’s, John became the City Attorney for Grosse Pointe. John was instrumental in the expansion of Neff Park, the construction of a new City Hall, and multiple Village improvement projects.

His vast legal knowledge, sound judgment and tireless dedication to the City of Grosse Pointe has been of great service to the City Council, City staff and the citizens of Grosse Pointe.

IT IS THEREFORE RESOLVED, that City Council, on behalf of itself, City staff and all City residents, expresses heartfelt appreciation to John for his many years of dedicated service to the City of Grosse Pointe, and wishes John and his wife, Helen, every happiness in the years to come.

ROLL CALL VOTE
   Ayes: Juip, Parthum, Stempfle, Thomas, Walsh, Williams, Mayor Tomkowiak
   Nays: None.

MOTION CARRIES.

The City Council convened as the Planning Commission.

FINAL MACK AVENUE PLAN PRESENTATION – MCKENNA ASSOCIATES

City Manager Dame made the following report:

Over the last year, a multi-jurisdictional corridor study of Mack Avenue between Cadieux and Moross Road was conducted by McKenna Associates on behalf of the cities of Detroit, Grosse Pointe, Grosse Pointe Farms, along with Wayne County and Grosse Pointe Park. It was supported by a major grant form SEMCOG, with match assistance from the National Realtors Association. This study was conducted in conjunction with the assistance of the Eastside Community Network (ECN) as phase II of a prior study of Mack Avenue from Conner to Cadieux. ECN is the parent organization for a Mack Avenue business association primarily covering the phase I stretch of Mack Avenue.

Julie Connochie, the principal planner for this study at McKenna, presented the final Mack Avenue plan. Ms. Connochie noted key recommendations and steps to move forward including, but not limited to the following:

- Establish a Corridor Improvement Authority to ensure continued intergovernmental cooperation from the plan participants and to support and guide the implementation efforts.
- Begin design, planning and identifying funds for a unifying streetscape design featuring green infrastructure for the corridor.
- Coordinate zoning changes to help spur mixed use investment and commercial activity on Mack Avenue and to better coordinate the zoning approaches between cities on the corridor to create a unified corridor.
- Create a Commercial Rehabilitation District or financial incentives to help achieve the goals of the rezoning.

Council discussion took place regarding the final plan and policy framework. Suggestions were made for further consideration of alternatives to a roundabout at Moross and encouraging student feedback on corridor options. Council praised Ms. Connochie, McKenna, and City staff for their work on the project.

Motion by Council Member Williams, second by Council Member Stempfle, to accept the Mack Avenue plan in concept and direct staff to initiate implementation steps in partnership with the other municipalities.
ROLL CALL VOTE
Ayes: Juip, Parthum, Stempfle, Thomas, Walsh, Williams, Mayor Tomkowiak
Nays: None.

MOTION CARRIES.

POTENTIAL ZONING AMENDMENT – MULTI-FAMILY HOUSING UNIT SIZES

City Manager Dame made the following report:

As a means to promoted multi-family or mixed use residential dwelling development in The Village, as called for in the Master Plan and elsewhere in the City where permitted, City staff has reviewed the City’s current minimum size per dwelling unit. The minimum area per dwelling unit in districts that allow for multi-family is 1,000 square feet. National trends in this area show that Grosse Pointe’s zoning ordinance is out of date. It is recommended that the zoning code be amended to allow for smaller size dwelling units by studio, one-bedroom and two-bedroom type units.

Julie Connachie, City Planner reviewed her memorandum regarding zoning restrictions on residential unit sizes dated October 14, 2020. Local developers have indicated a common refrain that apartment sizes are getting smaller and that the City’s current ordinance is not aligned with market trends. The Planner offered potential actions the City could take to attract more residential investment to support The Village and other neighborhood commercial centers. It was suggested that further study be done of the local housing market to better understand the range of unit sizes being built in and around Grosse Pointe. Following that analysis, a draft of a text amendment that would update the permitted minimum dwelling unit size in all districts would be presented to Council for review and consideration.

Motion by Council Member Williams, second by Council Member Parthum, to direct the City Planner to study the local housing market, and develop a potential zoning amendment regarding multi-family housing unit sizes for Council consideration in November 2020.

ROLL CALL VOTE
Ayes: Juip, Parthum, Stempfle, Thomas, Walsh, Williams, Mayor Tomkowiak
Nays: None.

MOTION CARRIES.

PUBLIC COMMENT

Dale Scrace, 559 Lincoln, commented on the resolution honoring John Fildew, expressing his appreciation for John Fildew’s service to the City of Grosse Pointe. He wished John and his family well. He also commented that the Mack Avenue Plan is positive for the area and he looks forward to seeing how the plan progresses.

STAFF REPORTS

Public Service Director Randazzo reported that leaf collection started today. He expressed appreciation for the new Public Works facility building which staff moved into recently.

COUNCIL COMMENT

The City Council commented on the following topics:
• Appreciation was expressed to city staff, especially the parking division, for compiling data and information regarding parking equipment systems.
• Appreciation was expressed to the Mayor regarding her leadership in recent Council workshop meetings and on the Mack Avenue Plan.
• The Council encouraged people to shop local.

CLOSED SESSION

Motion by Council Member Parthum, second by Council Member Stempfle, to go into closed session for ongoing litigation, Monticciolo vs. City of Grosse Pointe.

ROLL CALL

Ayes: Juip, Parthum, Stempfle, Thomas, Walsh, Williams, Mayor Tomkowiak
Nays: None
Absent: None

The Council met in closed session from 9:25 p.m. to 9:37 p.m. The City Council reconvened in open session at 9:38 p.m. There was no further action taken by Council.

On Motion, the meeting was adjourned at 9:39 p.m.

______________________________

Julie E. Arthurs, City Clerk
City of Grosse Pointe
**Title:** Approval of Invoices – Confirming  
**Date:** November 16, 2020

<table>
<thead>
<tr>
<th><strong>Summary:</strong></th>
<th>The following invoices are submitted for review:</th>
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<tbody>
<tr>
<td>a)</td>
<td>Inland Waters Pollution Control, Inc.</td>
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<tr>
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<td>- Rathbone Storm Sewer Rehab, Final, $53,032.32</td>
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<td>b)</td>
<td>Santoro</td>
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<td>- V Plow Snow Pusher, October 2020, $11,000.00</td>
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<td></td>
<td>- Leaf Cage with Gutter Broom, October 2020, $9,535.00</td>
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<td>c)</td>
<td>Deborah L. Gordon, PLC</td>
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<td></td>
<td>- Legal Costs, October 2020, $35,000.00</td>
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<td>d)</td>
<td>G2 Consulting</td>
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<td>- 2020 Street Improvement, 9/1/20 – 9/30/20, $6,502.50</td>
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<td>e)</td>
<td>GFL</td>
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<td>- Recycling, November 2020, $9,875.00</td>
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<td>f)</td>
<td>Bobcat</td>
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<td>- Utility Vehicle, September 2020, $51,954.55</td>
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<td>- Utility Vehicle 2020, $51,954.55</td>
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<td>g)</td>
<td>Great Lakes Water Authority</td>
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<td>- Sewer Charges, October 2020, $74,500.00</td>
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<td>h)</td>
<td>Traffic &amp; Safety Control Systems, Inc.</td>
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<td>- Luke II Equipment and Tiba Equipment, 50% Downpayment, $181,279.00</td>
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<td>i)</td>
<td>Michigan Municipal League</td>
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<td></td>
<td>- Workers Compensation, Installment 3, $23,525.00</td>
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</tbody>
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**Financial Impact:** $508,157.92

**Recommendation:** Motion to approve invoices. Invoices listed represent budgeted or council approved expenditures. Invoices which exceed $5,000 are required to be presented to council for approval.

**Reviewed By:** Peter Dame  
**Title:** City Manager

**Prepared By:** Kim Kleinow  
**Title:** Finance Director/Treasurer
October 30, 2020

Pete Randazzo
Public Service Department Supervisor
City of Grosse Pointe
17147 Maumee Avenue
Grosse Pointe, Michigan 48236

Reference: Rathbone Storm Sewer Rehabilitation
City of Grosse Pointe
AEW Project No. 0155-0194

Dear Mr. Randazzo:

Enclosed please find Final Construction Pay Estimate Along with the Consent of Surety and Sworn Statement for the above referenced project. For work completed through October 24, 2020, we recommend issuing payment for the Net Earnings this Period (see Page 2) in the amount of $53,032.32 to Inland Waters Pollution Control, Inc. of 4086 Michigan Avenue, Detroit, Michigan 48210.

If you have questions or require additional information, please feel free to contact our office.

Sincerely,

Stephen Pangori, PE
Project Manager

cc: Inland Waters Pollution Control, Inc.
## INVOICE

**Date:** 10/29/2020

<table>
<thead>
<tr>
<th>Part Description / Number</th>
<th>Qty</th>
<th>Sale</th>
<th>Ext</th>
<th>Labor Description</th>
<th>Hours</th>
<th>Ext</th>
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</thead>
<tbody>
<tr>
<td>PROTECH V PLOW SNOW PUSHER 60&quot; WITH RUBBER EDGES AND SKID STEER ATTACHMENT, W/ Floating Hitch, App WT 525 (PREFERRED MACHINE H.P 50) VP60S</td>
<td>2.00</td>
<td>5,500.00</td>
<td>11,000.00</td>
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</tr>
</tbody>
</table>

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**Labor:** 0.00  
**Parts:** 11,000.00  
**Sub:** 11,000.00  
**Tax:** 0.00  
**Total:** $11,000.00  
**Bal Due:** $11,000.00

---

**SANTORO INCORPORATED dba: SANTORO AUTOMOTIVE  ****WARRANTY 90 DAYS OR 4000 MILES WHICHEVER COMES FIRST, UNLESS OTHERWISE STATED.****All parts new unless otherwise specified.****All repairs and parts listed were furnished in compliance with Michigan Auto Repair Act (PA 300).****Repairs properly completed and checked by:**

---

**Vehicle Received:** 10/29/2020  
**Customer Number:** 7444  
**Signature:** ______________  
**Date:** ______________
INVOICE

CITY OF GROSSE POINTE - CHARLIE
17147 MAUMEE
Grosse Pointe, MI 48230
Spouse 313-806-2516 PETE
Cellular 586-779-2747 CHARLIE

Date: 10/29/2020
Lic #: CITYGPBENC
Odometer In : 3

Part Description / Number  Qty  Sale  Ext  Labor Description  Hours  Ext
LEAF CAGE WITH GUTTER BROOM  1.00  9,535.00  9,535.00
AND POWER ANGLE RIGHT & LEFT
WING, SKID STEER ATTACHED
MOUNTING AUXILLARY
HYDRAULIC POWER VALVE,
COMPLETE. INSTALLED.

SANTORO INCORPORATED dba: SANTORO AUTOMOTIVE  ***WARRANTY 90 DAYS OR 4000 MILES WHICHEVER COMES FIRST, UNLESS OTHERWISE STATED***All parts new unless otherwise specified.***All repairs and parts listed were furnished in compliance with Michigan Auto Repair Act (PA 300).**Repairs properly completed and checked by:

Labor: 0.00
Parts: 9,535.00
Sub: 9,535.00
Tax: 0.00
Total: $9,535.00
Bal Due: $9,535.00

Customer Number: 7444

[ Payments - ]

Signature  Date

[ Handwritten Notes: ]

[ Capital Projects: ]

[ Signature: ]

Vehicle Received: 10/29/2020

Page 1 of 1

Copyright (c) 2020 Mitchell Repair Information Company, LLC. invhrs 116.20dc
Bill To: Accounts Payable  
Anderson, Eckstein & Westrick  
51301 Schoenherr Road  
Shelby Township, MI 48315

<table>
<thead>
<tr>
<th>Customer ID</th>
<th>Purchase Order No.</th>
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<td>AEW No. 0155-0203</td>
<td>200402</td>
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<td>October 30, 2020</td>
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<td>7.25</td>
<td>Engineering Technician, Overtime Hours, each</td>
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<td>4.00</td>
<td>Engineering Technician, Regular Hours, Cylinder Pick-Up on 9/16/20, 9/23/20 and 10/1/20, each</td>
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<td>6.00</td>
<td>Project Manager, per hour</td>
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<td>3.00</td>
<td>Administrative Assistant, per hour</td>
<td>50.00</td>
<td>150.00</td>
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<td>7.00</td>
<td>Troxler Nuclear Moisture/Density Gauge, each</td>
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<td>24.00</td>
<td>Compressive Strength Test Cylinders, each</td>
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<td>2.00</td>
<td>Bituminous Extractions / Sieve Analysis, each</td>
<td>275.00</td>
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2020 Grosse Pointe HMA Street Improvement Project. Grosse Pointe, Michigan - Quality Control Observation and Testing Services on 9/1/20 through 9/30/20

Client Contact: Brad Smith

Total Invoice Amount $ 6,502.50

If you have any questions concerning this invoice, call Mark W. Smolinski, (248) 680-0400. Client agrees to pay a charge of 1.5 percent per month on accounts past due 30 days from invoice date.

Make all checks payable to: G2 Consulting Group, LLC.
GFL ENVIRONMENTAL
22001 HOOVER RD
WARREN, MI 48089-2554

SERVICE ADDRESS:
CITY OF GROSSE POINTE
17147 MAUMEE AVE
GROSSE POINTE, MI 48230-1534

BILLING CONTACT #:
(313) 417-1188

ACCOUNT #: 001861539

<table>
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<th>DATE</th>
<th>DESCRIPTION</th>
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<th>TOTAL</th>
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<td>11-01-20</td>
<td>RESIDENTIAL HAND PICK UP On-Call</td>
<td>2400.00</td>
<td>10,200.00</td>
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Sub Total Services Only: 10,200.00
Sub Total Taxes, Oil/Environmental & Fees: 0.00
Site Sub Total: 10,200.00

Total New Charges: 10,200.00

\[
\begin{array}{ccc}
\text{Date} & \text{Description} & \text{QTY X Unit Price} & \text{Total} \\
11-01-20 & \text{Residential Hand Pick Up On-Call} & 2400.00 & 10,200.00 \\
\end{array}
\]

GFL Environmental Offers Pay-By-Phone!
Call 1-844-464-3687. Choices. Checking, Visa, American Express and Mastercard are accepted.

For Customer Service and Account Inquiries. Please call (586) 864-1500

Convenience. It's fast! Your statement is online right now. Control. You decide how and when to pay. To Enroll: myaccount.gflusa.com

IMPORTANT NEWS:
To avoid late fees and service interruption, payments must be received by the due date. Except as may be otherwise provided by written contract, all past due balances will be assessed a 1.5% late fee with a minimum charge of $5.00. By payment of this invoice, you are expressly confirming your consent to be contacted, with respect to this account, at the Billing Contact # reflected above.

PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT.

BE SURE TO WRITE YOUR INVOICE NUMBER ON YOUR CHECK.
CUSTOMER ACCOUNT #: 001861539
INVOICE NUMBER: 0046594324
PAYMENT DUE: UPON RECEIPT
TOTAL AMOUNT DUE: $20,400.00

Amount Enclosed $ 9875.00

Remit to:
GFL ENVIRONMENTAL
PO BOX 791519
BALTIMORE, MD 21279-1519

9413329-5630-1 1 1 5630 1 AB 0.419 14

CITY OF GROSSE POINTE
17147 MAUMEE AVE
GROSSE POINTE MI 48230-1534
**SOLD TO:**
Alt: Accounts Payable
CITY OF GROSSE POINTE 761254
17147 Maumee Ave
Grosse Pointe MI 48230-1534
TAX ID#

**SHIP TO:**
Carleton Equipment Company Bobcat of Motor City
31231 SCHOOLCRAFT ROAD
LIVONIA MI 48150

**DELIVER TO:**
CITY OF GROSSE POINTE 761254
17147 Maumee Ave
Grosse Pointe MI 48230-1534
United States

---

### INVOICE

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<th>SHIP DATE</th>
<th>INVOICE DATE</th>
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<td>1867512</td>
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<th>AIR NO.</th>
<th>CUSTOMER NO.</th>
<th>CURRENCY</th>
<th>TERMS</th>
<th>DUE DATE</th>
<th>POINT AND COUNTRY OF ORIGIN OF SHIPMENT</th>
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<td>781254</td>
<td>USD</td>
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<td>18-NOV-20</td>
<td>Gwinnett, ND 58040 US</td>
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<td>1</td>
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**COMMENTS:**
MF City of Grosse Point - KM

POC Peter Randazzo 313-417-1181

---

Bobcat Company is a registered trade name of Clark Equipment Company.
When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

Model Year

[Signature]

[Capital Projects]
**SOLD TO:**
Attn: Accounts Payable  
CITY OF GROSSE POINT 761254  
17147 Maumee Ave  
Grosse Pointe MI 48230-1534  
TAX ID#  

**SHIP TO:**
Carleton Equipment Company Bobcat of  
Motor City  
31231 SCHOOLCRAFT ROAD  
LIVONIA MI 48150  

**DELIVER TO:**
CITY OF GROSSE POINT 761254  
17147 Maumee Ave  
Grosse Pointe MI 48230-1534  
United States  

**INVOICE**

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**SHIPPED VIA**
Merge in Transit - East  

**CURRENCY**
USD  

**TERMS**
Net 30  

**DUE DATE**
21-NOV-20  

**POINT AND COUNTRY OF ORIGIN OF SHIPMENT**
Gwinne, ND 58040 US  

**SALES ORDER**

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<td>21-NOV-20</td>
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<td>M1221-P01-C01</td>
<td>Deluxe Road Package</td>
<td>21-NOV-20</td>
<td>1973.70</td>
<td>1</td>
<td>1,973.70</td>
<td>1,973.70</td>
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<tr>
<td>3</td>
<td>M1221-R02-C03</td>
<td>Cab Enclosure with Heater &amp; Air Conditioning</td>
<td>21-NOV-20</td>
<td>4134.40</td>
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**COMMENTS:**
MF City of Grosse Point - KM  

**POC** Peter Randazzo 313-417-1181  

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When operated in California, any off - road diesel vehicle may be subject to the California Air Resources Board In - Use Off - Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

Model Year

[signature]

**capital projects**
**PREVIOUS BALANCE**
$74,500.00

**ADJUSTMENTS AND PAYMENTS APPLIED**
$(74,500.00)

**CURRENT CHARGES**
10/01/2020 - 10/31/2020

**SEWAGE MONTHLY FIXED CHARGE**
$74,500.00

**TOTAL DUE**
$74,500.00

---

**PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT**

<table>
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<th>Account Name</th>
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<td>12/17/2020</td>
<td>$74,500.00</td>
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**AMOUNT REMITTED**

**REMIT TO:**
Great Lakes Water Authority
Attn: Treasury
P.O. Box 441370
Detroit, MI 48244-1370

---

24 200063117 000007450000 7
Kim,

Please issue a check to Traffic & Safety Control Systems, Inc for 50% down payment of new Luke II equipment in lots 2 and 3 as well as Tiba equipment in the parking structure.

1. Tiba 50% payment $126,789.00
2. Luke II lot 2 - 50% payment $15,487.50
3. Luke II lot 3 - 50% payment 39,002.50

Brian Kress
City of Grosse Pointe
Public Service Supervisor
codeenforcement@grossepointecity.org
Office: 313-885-5800
Traffic & Safety Control Systems, Inc.

Parking Deck – City of Grosse Pointe – TIBA PARCS

EQUIPMENT LIST
(4) Magentic AutoControl Parking Pro Lift Barrier Gate w/ 10 Ft Straight Arm.
(2) TIBA MP-30 Entry Lane Ticket Dispenser w/ QR Scanner, and Voice Annunciator.
(2) TIBA SW-30 Exit Station w/ HID Proximity Card Reader, Intercom, QR Barcode Scanner, EMV Credit Card Acceptance with Contactless payment option, and Voice Annunciator.
(3) TIBA APS-30 Pay On Foot Pay Station w/ Bill Acceptance, Credit Card Acceptance, Bill Note Recycler, Intercom, QR Barcode Scanner, and Voice Annunciator.
(1) TIBA CT-20 Central Controller
(1) TIBA P@Y PCI Certified Fail Safe Credit Card Module
(4) TransCore AVI Reader w/ Bracketing
(1) HP High Definition Color Printer
(4) TIBA Thermal Paper Roll
(8) Mini UPS Units & (1) Moxa Switch
(1) Ubiquity 8-Port Network Switch
(1) TIBA SmartPark Single Site Software License

Parking Deck Pricing

<table>
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<tr>
<th>Equipment / Upgrade Costs</th>
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<td>Installation / Labor</td>
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<td>TOTAL</td>
<td>$ 253,578.00</td>
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*Please add 6% Michigan Sales Tax if applicable

Notes:
1. This quote is valid for 90 days.
2. Terms are 50% of project cost due upon quote acceptance. 25% due upon start of installation. Remaining 25% due upon job completion. If paying with a debit/credit card add 3% to the total cost of the quote. A 6% sales tax will be added if applicable. 1 1/2% per month finance charge will be added to all invoices older than 30 days.
3. 3rd party processing fees will be billed back to customer upon completion of work.
4. Change orders to job need to be submitted in writing and will be quoted separately.
5. This work to be completed during normal business hours. M-F, 8:30a – 5pm.
6. Cancellations of all or part of this order will be subject to a 25% restocking charge.
7. Any custom orders or incurred subcontractor fees are not refundable.
8. CAUTION: This equipment is for automobiles only. Clearly marked alternate paths must be provided for motorcycles, bicycles, and pedestrians. Training is included in the cost of installation. All additional hours will be invoiced as a separate item.

Tom Neff
Traffic and Safety
Sales Representative
248-756-7027
tomn@trafficandsafety.com

48584 Downing, Wixom, MI 48393-3501 • (248) 348-0570 • FAX (248) 348-6505
www.trafficandsafety.com
Traffic & Safety Control Systems, Inc.

July 17, 2020

City of Grosse Pointe
1747 Maumee Avenue
Grosse Pointe MI 48230

SUBJECT: LUKE, COSMO, & ParKut Equipment for Lots 1, 2, 3, 4, & On-Street
Traffic and Safety is pleased to present the following lot by lot quotation to
provide and install parking equipment at City of Grosse Pointe. Please review the below
cost details and accompanying data sheets. Thank you for the opportunity to provide this
information. Please contact me with any questions or any revision requests. Equipment
comes with a 2 year software, hardware, and labor warranty.

Lot #1 – Kroger Lot

EQUIPMENT LIST
(1) 5 ft by 7 ft pay station shelter with conduit run for camera / lighting
(2) LUKE II parking pay stations featuring AC120v power, coin acceptance, bill
acceptance, credit card acceptance, Ethernet communications, (1) set of GREEN pay
station keys, (4) coin canisters, (4) bill stacker bins, and (2) rolls thermal paper.

Lot #1 Pricing

<table>
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<td>(2) LUKE II Installation / Labor</td>
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<td>(2) LUKE II Shipping</td>
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<td>(1) Parkut 5x7 Shelter Equipment</td>
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<tr>
<td>(1) Parkut 5x7 Shelter Installation / Labor</td>
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<td>(1) Parkut 5x7 Shelter Shipping</td>
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<td><strong>Total</strong></td>
<td><strong>$36,905.00</strong></td>
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*Please add 8% Michigan Sales Tax if applicable

Lot #2

EQUIPMENT LIST
(3) LUKE II parking pay stations featuring AC120v power, coin acceptance, bill
acceptance, credit card acceptance, Ethernet communications, (1) set of GREEN pay
station keys, (4) coin canisters, (4) bill stacker bins, and (3) rolls thermal paper.

Lot #2 Pricing

<table>
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<th>Item Description</th>
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<td>(3) LUKE II Equipment</td>
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<td>(3) LUKE II Installation / Labor</td>
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<td>(3) LUKE II Shipping</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$30,975.00</strong></td>
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*Please add 8% Michigan Sales Tax if applicable

48584 Downing · Wixom, MI 48393-3501 · (248) 348-0570 · FAX (248) 348-6505
www.trafficandsafety.com
**Traffic & Safety Control Systems, Inc.**

### Lot #3

**EQUIPMENT LIST**
1. 5 ft by 7 ft pay station shelter with conduit run for camera / lighting
2. LUKE II parking pay stations featuring AC120v power, coin acceptance, bill acceptance, credit card acceptance, Ethernet communications, (1) set of GREEN pay station keys, (10) coin canisters, (10) bill stacker bins, and (6) rolls thermal paper.

**Lot #3 Pricing**

<table>
<thead>
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<th>Description</th>
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<tbody>
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<td>(6) LUKE II Equipment</td>
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<td>(6) LUKE II Installation / Labor</td>
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<tr>
<td>(1) Parkit 5x7 Shelter Installation / Labor</td>
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<td><strong>Total</strong></td>
<td><strong>$78,005.00</strong></td>
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*Please add 6% Michigan Sales Tax if applicable*

---

### Lot #4

**EQUIPMENT LIST**
1. 5 ft by 7 ft pay station shelter with conduit run for camera / lighting
2. LUKE II parking pay stations featuring AC120v power, coin acceptance, bill acceptance, credit card acceptance, Ethernet communications, (1) set of GREEN pay station keys, (6) coin canisters, (6) bill stacker bins, and (4) rolls thermal paper.

**Lot #4 Pricing**

<table>
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<th>Description</th>
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<td>(4) LUKE II Equipment</td>
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<td>(2) Parkit 5x7 Shelter Shipping</td>
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<td><strong>Total</strong></td>
<td><strong>$75,260.00</strong></td>
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*Please add 6% Michigan Sales Tax if applicable*

---

**On-Street Parking Pay Stations (COSMO)**

**EQUIPMENT LIST**
1. COSMO pay stations with solar, coin, & credit card acceptance, Ethernet, (1) set of GREEN pay station keys, (27) coin canisters, and (18) rolls thermal paper.

**On-Street COSMO Pay Station Pricing**

<table>
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<th>Description</th>
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<tr>
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<td><strong>TOTAL</strong></td>
<td><strong>$142,275.00</strong></td>
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*Please add 6% Michigan Sales Tax if applicable*
Notes:
1. This quote is valid for 90 days.
2. Terms are 50% of project cost due upon quote acceptance. 25% due upon start of installation. Remaining 25% due upon job completion. If paying with a debit/credit card add 3% to the total cost of the quote. A 6% sales tax will be added if applicable. 1 1/2% per month finance charge will be added to all invoices older than 30 days.
3. 3rd party processing fees will be billed back to customer upon completion of work.
4. Change orders to job need to be submitted in writing and will be quoted separately.
5. This work to be completed during normal business hours. M-F, 8:30a – 5pm.
6. Cancellations of all or part of this order will be subject to a 25% restocking charge.
7. Any custom orders or incurred subcontractor fees are not refundable.
8. CAUTION: This equipment is for automobiles only. Clearly marked alternate paths must be provided for motorcycles, bicycles, and pedestrians. Training is included in the cost of installation. All additional hours will be invoiced as a separate item.

Tom Neff
Traffic and Safety
Sales Representative
248-756-7027
tomn@trafficandsafety.com
Grosse Pointe, City Of
17147 Maumee Ave.
Grosse Pointe, MI 48230

Remit to: MML Workers' Comp Fund
P.O. Box 972081
Ypsilanti, MI 48197-0835

Please remit top portion with payment

For any questions regarding payment information, please contact Insurance Accounting at (734) 669-6373.
For any questions regarding invoice or policy information, contact Underwriting at (248) 204-6530.

** YOUR NEXT INSTALLMENT WILL BE DUE ON: 3/15/2021**
TITLE: Police Vehicle Purchase

DATE: November 13, 2020

SUMMARY: The City of Grosse Pointe Department of Public Safety is requesting the authorization to purchase one vehicle which would replace our supervisor patrol vehicle. The vehicle proposed for purchase is a 2021 Chevrolet Tahoe, which is a pursuit rated police vehicle. The City received the price of $38,993.00 from Berger Chevrolet Inc., who was awarded the State of Michigan bid pricing contract, therefore meeting the City’s bid requirements.

FINANCIAL IMPACT: This vehicle was budgeted in the 20-21 fiscal year.

RECOMMENDATION: Motion to accept the recommendation of staff to purchase a 2021 Chevrolet Tahoe from Berger Chevrolet Inc. The purchase price not to exceed $38,993.

REVIEWED BY: Peter Dame

TITLe: City Manager

PREPARED BY: Stephen Poloni

TITLe: Director of Public Safety
## TITLE: Police Vehicle Purchase – F-150
### DATE: November 9, 2020

**SUMMARY:** The City of Grosse Pointe Department of Public Safety is requesting the authorization to purchase a used vehicle for undercover purposes, that would replace the 2006 Chevy Venture and 1998 Ford Ranger that were sold earlier in the year. The proposed vehicle to be purchased is a 2008 Ford F-150. The City selected a suitable vehicle and received the price of $6,641.25 from Ray Laethem Motor Village. Ray Laethem Motor Village is selling the vehicle at their cost, as well as donating work on the vehicle.

**FINANCIAL IMPACT:** A budgeted amount of $10,000 is in the 2020-21 fiscal year for this anticipated purchase. The vehicle purchase is under budget.

**RECOMMENDATION:** Motion to accept the staff recommendation to purchase a 2008 Ford F-150 from Ray Laethem Motor Village in the amount not to exceed $6,641.25.

| REVIEWED BY: Peter Dame | TITLE: City Manager |
| PREPARED BY: Stephen Poloni | TITLE: Director of Public Safety |
**TITLE:** Purchase of Toter Carts  
**DATE:** November 9, 2020

**SUMMARY:** The City of Grosse Pointe Public Services Department is seeking to purchase 100 recycling, 100-yard waste and 100 refuse 64-gallon Toter carts to replenish its depleted stock. There is a current waiting list for carts. This purchase will be used as inventory and available for sale to the residents of Grosse Pointe. The City is able to purchase the carts directly from the manufacturer, Toter, through a national co-op purchasing program Sourcwell. Sourcwell’s Purchasing Program awards contracts to the low bidder in a sealed bid process thereby satisfying the City’s competitive bidding requirements. In order to purchase the preferred colors of Navy Granite for recycling, Brownstone for refuse and Greenstone for yard waste, there is a minimum order of 100 carts per color. If approved by City Council, the current lead time is a 4 to 6 weeks once the order is placed. The pricing is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>300 Carts</td>
<td>$14,925</td>
</tr>
<tr>
<td>Shipping and handling</td>
<td>$1,617.91</td>
</tr>
<tr>
<td>Total</td>
<td>$16,542.91</td>
</tr>
</tbody>
</table>

**FINANCIAL IMPACT:** Funds for this purchase would be charged to the solid waste fund for the cost of which will be reimbursed from purchases by residents.

**RECOMMENDATION:** Motion to purchase 300 Toter recycling, refuse and yard waste carts from Toter LLC of Statesville, North Carolina in the amount of $16,542.91 and authorize the City Manager to purchase Toter carts in the future to replenish stock at the same or lower price per unit.

**REVIEWED BY:** Pete Dame  
**PREPARED BY:** Pete Randazzo  
**TITLE:** City Manager  
**TITLE:** Public Service Director
**Council Meeting**

*November 16, 2020*

<table>
<thead>
<tr>
<th><strong>TITLE</strong></th>
<th><strong>DATE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sale of Surplus Equipment</td>
<td>November 9, 2020</td>
</tr>
</tbody>
</table>

**SUMMARY:** During the August 2020 City Council meeting, Public Works staff was authorized to purchase new utility vehicles to replace the aging John Deere tractors. By City ordinance, whenever any City property, real or personal, is no longer needed for corporate or public purposes, the same may be offered for sale. Property with a value in excess of $5,000.00 may be sold after advertising and receiving competitive bids, as provided in Section 2-98 of the City Code, and after approval of the sale has been given by the City Council.

These tractors were placed on the MITN auction site to be auctioned to the highest bidder. MITN, (Michigan Inter-governmental Trade Network) is a site that allows municipalities to sell off surplus vehicles and equipment. The value of the tractors has exceeded the $5,000 threshold and require Council approval to sell them to the highest qualified competitive bidder.

**FINANCIAL IMPACT:** None

**RECOMMENDATION:** Authorize staff to sell the surplus equipment to the highest competitive bidder.

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<thead>
<tr>
<th><strong>REVIEWED BY</strong></th>
<th><strong>TITLE</strong></th>
<th><strong>PREPARED BY</strong></th>
<th><strong>TITLE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pete Dame</td>
<td>City Manager</td>
<td>Pete Randazzo</td>
<td>Public Service Director</td>
</tr>
</tbody>
</table>
**TITLE:** Building Maintenance and Cleaning Contract

**DATE:** November 12, 2020

**SUMMARY:** With the addition of the two new facilities (Public Safety & Public Works), it was necessary to seek bids for the cleaning of the facilities. The bids also include the cleaning of City Hall and also additional cleaning due to COVID-19. The City received proposals from the following three companies: Zeppelin Cleaning $21,580, Kustom Cleaning $33,192, and Triple F Services $36,192.

**FINANCIAL IMPACT:** Each department had allocated funds in their budget for maintenance and with the added square footage to the new facilities, these bids do represent an increase. Staff anticipates recovering funds from other efficiencies that will cover increases.

**RECOMMENDATION:** Administration recommends awarding the bid to Zeppelin Cleaning in the amount not to exceed $21,580.

**REVIEWED BY:** Peter Dame

**PREPARED BY:** Stephen Poloni

**TITLE:**
- City Manager
- Director of Public Safety
**Council Meeting**  
*November 16, 2020*

<table>
<thead>
<tr>
<th><strong>TITLE:</strong></th>
<th>Petition for Mechanical Equipment Location at 37 Cranford</th>
<th><strong>DATE:</strong></th>
<th>November 16, 2020</th>
</tr>
</thead>
</table>

**SUMMARY:** A petition to City Council has been received under Section 42-9 of the City Code from the owner of the condominium at 37 Cranford to place an air conditioning unit in the front yard. The resident has submitted proof of notification of the request to surrounding properties as required by the Code.

The City Planner has provided a report and recommendation.

**FINANCIAL IMPACT:** None

**RECOMMENDATION:** Approve the petition as submitted

<table>
<thead>
<tr>
<th><strong>REVIEWED BY:</strong></th>
<th>Peter Dame</th>
<th><strong>TITLE:</strong></th>
<th>City Manager</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>PREPARED BY:</strong></th>
<th>Julie Connochie</th>
<th><strong>TITLE:</strong></th>
<th>City Planner</th>
</tr>
</thead>
</table>
November 11, 2020

City Council
City of Grosse Pointe
17147 Maumee
Grosse Pointe, MI 48230

Subject: 37 Cranford Lane – Mechanical Equipment Location (Section 42-9) Petition
Zoning: R-T Residential Terrace
Applicant: John Cameron

Dear Councilmembers:

We have completed a review of the above referenced petition to the City Council for a modification from the standards of Section 42-9 Refrigeration Systems or Units Used for Central Air Conditioning of the Grosse Pointe Code of Ordinances regarding the placement of an air conditioning (A/C) condenser unit. Section 42-9 only permits units for refrigeration or central air on the outside of a residential dwelling if they are located on the side or rear of a building, unless an alternative location is approved by the City Council.

The applicant, John Cameron, is proposing to install an A/C Carrier condenser, measuring 32" w x 32" d x 36" h, on the front of his property within the Cranford Terraces condominiums at 37 Cranford Ln. The A/C unit is proposed to be located to the right of the property’s front facing window. The unit will be screened by four-foot Emerald Green arborvitae to conceal the unit from view from the street.

REVIEW

Section 42-9(2) allows for an applicant to petition the City Council for approval of an alternative location of A/C units, provided that the applicant:

a) Shall submit plans to scale showing all dimensions of the equipment, the owner's property, adjoining lots and streets and specific landscape plans for screening the equipment from view including the type of plants or shrubs, number and height.

The applicant has submitted an aerial site plan with a graphic scale that shows the placement and approximate size of the unit, and a street view image showing the proposed screening. The proposed air conditioning unit measures 32" w x 32" d x 36" h and will be placed on the front right of the property, screened by four-foot Emerald Green arborvitae that will fully conceal the unit from the street. The site plan points out that 10 neighbors have installed A/C units on the front of their condo. Many of these air conditioning units are not screened.

b) Shall fully describe the need for placing such equipment in the requested location.

The applicant has indicated in a letter to the Council that there is no practical alternative to installing the unit in the front yard. The request to install an A/C unit comes with practical difficulty due to the type of home and HOA restrictions. The applicant’s condominium is located at the end of a row of attached units, adjacent to an access drive. The A/C unit cannot be installed on the side of the building, as it would interfere with the driveway. Further, this unit is in the Cranford Terraces; we received a similar request this May from a neighbor, who indicated the HOA does not allow owners to install such equipment in the rear of their units. The applicant has proposed to screen the unit with Emerald Green arborvitae hedge so it is completely concealed and has also indicated that he
will run the air conditioning lines on the inside, eliminating the need for an external line and downspout, which will also minimize negative visual impacts of installation of the unit on the front façade.

The installation of the A/C unit will comply with the required front yard setback, will minimally impact surrounding properties, and does not pose any other threat to public health, safety, or welfare. Further, not that it sets a precedent, but 10 of the applicant’s neighbors on both sides have already installed condensers on the front of their structures.

RECOMMENDATION

We believe that the applicant has provided sufficient justification to support his petition. We recommend that the City Council grant approval for installing the A/C unit in the front of the property as proposed.

If you have further questions, please do not hesitate to contact us.

Respectfully submitted,

McKENNA

Julie Connochie, AICP
Principal Planner
To Whom It May Concern,

I am writing to appeal the denial of my Air Conditioning permit which was applied for by Holiday Heating. Currently, there are several of our neighbors that have had permits approved for front yard air conditioners. There are no practical alternatives to have an air conditioning system installed other than to place it in the front yard.

To conceal the air conditioner I will have several Emerald Green arborvitae's installed to creat a hedge, which will screen the air conditioner from view. Also, we have agreed to the added expense of running the air conditioning lines from the 3rd floor to the basement inside our home as opposed to having the lines ran down the exterior of our home through a downspout. The air conditioner will be entirely concealed and have absolutely minimal impact on the view of our property.

 Regards,

John Cameron
37 Cranford Lane
Grosse Pointe, MI  48230
Landscape Screening to be used to conceal AC unit.
I am John Cameron’s direct neighbor (at 35 Cranford Ln) and I am in favor of his putting his air conditioning equipment in the front of his property. Almost all units in our association have their equipment in the front and they all look good and do not diminish the beauty of our building.

Sincerely
Paula Leto
**TITLE:** W. George Elworthy Field Lease Agreement Renewal  
**DATE:** November 16, 2020

**SUMMARY:** On March 31, 2021, the 50-year lease agreement between the Grosse Pointe Public School System and the City of Grosse Pointe for W. George Elworthy Field will expire. Attached is a newly drafted 10-year lease agreement for review and approval. Noteworthy modifications in the new agreement include:

1. Paragraph 5 was shortened by removing reference to the ice rink.
2. Paragraph 6 was shortened by removing the Master Recreation Plan.
3. New paragraph 8 includes an increased level of insurance.
4. New paragraph 9 includes an agreement that if major repair/replacement is needed with respect to the tennis courts, such repair/replacement costs shall be shared 50% each consistent with prior practice and subject to approval by both parties.
5. New paragraph 11 includes an environmental provision.
6. New paragraph 15 contains references to the baseball fields known as E1 and E2 that are reserved for Little League use.
7. New paragraph 16 deals with the use of tennis courts and the 90-foot baseball field by Grosse Pointe South High School’s teams. This is a new section that incorporates Grosse Pointe South’s historic use of those facilities.

It is the recommendation of City Staff to approve the 10-year lease agreement between the City and the Grosse Pointe Public School System for W. George Elworthy Field.

**FINANCIAL IMPACT:** One ($1.00) dollar per year, payable in advance.

**RECOMMENDATION:** Motion to approve the recommendation to execute a 10-year lease agreement with the Grosse Pointe Public School System for the amount of one dollar per year, payable in advance.

**REVIEWED BY:** Peter Dame

**PREPARED BY:** Christopher Hardenbrook

**TITLE:** City Manager

**TITLE:** Director of Parks and Recreation
LEASE

This Lease made this _____ day of ____________, 2020, by and between the BOARD OF EDUCATION OF THE GROSSE POINTE PUBLIC SCHOOL SYSTEM, a Michigan general powers school district, whose address is 389 St. Clair Avenue, Grosse Pointe, MI 48240, ("Landlord"), and the CITY OF GROSSE POINTE, a Michigan municipal corporation, whose address is 17147 Maumee Avenue, Grosse Pointe, MI 48230 ("Tenant").

1. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases to the Tenant the following described premises, situated in the City of Grosse Pointe, Wayne County, Michigan, described as:

Parcel One. Lots numbered thirty-three (33), thirty-four (34), thirty-five (35), thirty-six (36), thirty-seven (37), thirty-eight (38), thirty-nine (39), and forty (40), and the southerly 23.24 feet of Lot C, of the C. Neff Subdivision of part of the west one-half of Private claim No. three hundred and forty-four (344), lying between Jefferson Avenue and Mack Avenue in the City of Grosse Pointe, Wayne County, Michigan, according to the Plat thereof recorded March 13, 1891, in Liber 15 of Plats, on Page 23, Wayne County Records.

Parcel Two. Lots numbered seventy (70), seventy-one (71), seventy-two (72), seventy-three (73), seventy-four (74), seventy-five (75), seventy-six (76), seventy-seven (77), seventy-eight (78), and the north six and four-tenths (6.4) feet Of Lot number seventy-nine (79) of the St. Clair Park Subdivision of Private Claim No. two hundred and thirty-nine (239), lying between Jefferson Avenue and Mack Avenue in the City of Grosse Pointe, Wayne County, Michigan, according to the Amended Plat thereof recorded in Liber 19 of Plats, on Page 21, Wayne County Records.

Parcel Three. Beginning at a point on the northerly side of Waterloo Avenue 177.80 feet easterly from the easterly line of St. Clair Avenue; thence northerly on a line parallel with the east line of St. Clair Avenue 866 feet, more or less, to a point on the southerly line of Charlevoix Avenue; then easterly along the southerly line of Charlevoix Avenue, 114.2 feet, more or less; thence in a southerly direction on a line parallel with the east line of St. Clair Avenue 866 feet, more or less, to a point on the northerly line of Waterloo Avenue; thence westerly along the northerly line of Waterloo Avenue 114.2 feet, more or less, to the place of beginning.

Commonly known as W. George Elworthy Field.
2. This lease shall be effective for a term beginning on April 1, 2021, and continuing until March 31, 2031.

3. Tenant agrees to pay to Landlord for rent of said premises the sum of One ($1.00) Dollar per year, payable in advance, on or before the 1st Day of April of each year, beginning April 1, 2021.

4. Tenant covenants not to assign, mortgage, transfer or sub-let this lease or all or part of the premises without written consent of the Landlord. Landlord may withhold its consent without reason.

5. Tenant agrees that the leased premises, during the continuance of this lease, shall be used only for public recreational purposes for the benefit of all residents of The Grosse Pointe Public School System on a non-discriminatory basis, and for no other purpose or purposes, and that it will not use the premises for any other purpose or for any purpose in violation of any law, municipal ordinance or other applicable governmental regulation. Any usage fees established by Tenant for use of tennis courts, play fields, baseball diamonds, paddle tennis, shelter or rest room buildings shall be uniform for all residents of the School District.

6. All improvements to be placed on the premises by Tenant will be constructed to comply with its Building Codes and any building to be constructed shall have a brick exterior or other quality exterior compatible with the general neighborhood.

7. It is understood and agreed that if the premises hereby leased, and any improvements now existing or subsequently constructed on the premises, be damaged or destroyed in whole or in part by fire or other casualty, Tenant shall repair and restore the same to good condition with reasonable dispatch, with no abatement of the rent herein provided. Tenant agrees, at its expense, to provide fire and other casualty insurance coverage in form and amount acceptable
to Landlord to provide funds for 100% replacement of any portions of improvements to the leased premises damaged or destroyed by fire or other casualty.

8. Tenant agrees to indemnify, defend and hold harmless the Landlord from any liability for damages to any person or property, in, on or about the leased premises from any cause whatsoever. Tenant will maintain at its expense public liability insurance in the sum of $1,000,000 per claim and umbrella coverage of $5,000,000 per claim. Landlord shall be named as an additional insured. Such insurance coverage shall be in a form, and issued by an insurance carrier, approved by Landlord.

9. Tenant covenants and agrees that it will, at its own expense during the continuance of this lease, keep the said premises in good repair and suitable for the public recreational purposes for which said facility is leased, and at the expiration of the term of the lease yield and deliver up the same in a condition of good repair. Tenant will not construct structures on the premises without the approval of Landlord. If major repair/replacement is needed with respect to the tennis courts, Landlord and Tenant agree that such repair/replacement costs shall be shared 50% each consistent with prior practice. The decision to go forward with such repair/replacement shall be subject to approval by both parties.

10. During the term of this lease, the entire responsibility of supervision and administration of the premises and the recreational facilities located thereon, including all compensation to maintenance and supervisory personnel and all utility charges, will be assumed by Tenant at its expense.

11. Tenant represents and warrants and covenants to Landlord the following:
   a. Tenant’s use of the Leased Premises and its activities thereon shall comply with all “Environmental Laws.” “Environmental Law(s)” means any federal, state or local

b. Tenant shall not disturb, generate, manufacture, refine, use, treat, store, handle, transport, remove, dispose, transfer, produce or process Hazardous Substances on the Leased Premises. For purposes of this Lease, “Hazardous Substances” shall mean any substance or material regulated under any Environmental Law.

12. Tenant shall not perform any acts or carry on any practices which may injure any existing or future improvements on the premises or create a public or private nuisance thereon and shall keep the premises under its control clean and free from all rubbish and debris, the improved
portions free from excessive snow and ice at all times, shall mow and maintain grass areas when required and shall comply with all laws, orders, regulations or ordinances of all county and state authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of the same.

13. Tenant acknowledges that it has examined the leased premises prior to the making of this lease and knows the condition thereof and that no representations as to the condition or state of repairs thereof have been made by Landlord which are not expressed herein, and Tenant hereby accepts the leased premises in their present condition as of the date of the execution of this lease.

14. The present designation of the premises as “W. George Elworthy Field” shall be maintained during the term of the lease and any permanent signs thereon shall refer to the recreational facility by that name.

15. Tenant agrees that the portion of the premises described as Lot 70 and the North ½ of Lot 71 of St. Clair Park Subdivision, shall be used only for Little League Baseball purposes unless another use is approved in writing by Landlord.

16. The parties acknowledge and agree that the Elworthy Field tennis courts are used regularly by Grosse Pointe South High School’s boys’ and girls’ tennis teams during their respective seasons, and that the baseball field is used by Grosse Pointe South High School’s freshman baseball team (regularly) and junior varsity baseball team (occasionally) during the spring season. The parties agree to continue to work in a collaborative and cooperative manner to ensure that the needs of those teams are addressed and satisfied.

17. It is agreed that this lease may be terminated by the Landlord and it may re-enter and repossess the leased premises, under the following conditions:
a. Immediately, in the event of a judgment or other determination of the Wayne County Circuit Court that the Tenant has breached its obligation to repair under Paragraph 9 hereof, or its agreements under Paragraphs 4 or 5 hereof.

b. Upon three month’s notice to Tenant, if there is a breach by Tenant of any of its other obligations under the lease, that is not cured within 30 days after receiving notice from Landlord.

c. As to Lot 70 and the North ½ of Lot 71 of St. Clair Park Subdivision, on March 1st of any year following at least six month’s notice to Tenant.

Notwithstanding the foregoing, where Tenant is in default of any of its obligations under this lease, Landlord may, in lieu of terminating this lease, seek from the Wayne County Circuit Court injunctive relief requiring Tenant to correct such default.

18. It is hereby agreed that in the event of Tenant holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

19. Landlord shall have the right to enter the leased premises at all reasonable hours to inspect for compliance with the terms of this Lease.

20. Landlord covenants that Tenant, on payment of all of the aforesaid rent installments and performing all of the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the demised premises for the term aforesaid.

21. In the event Landlord shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings or otherwise, Tenant hereby agrees to pay to the Landlord the expense incurred in obtaining possession of said premises.
22. Each and every of the rights, remedies and benefits provided in this lease shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.

23. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

24. Notices required under this Lease shall be sent by first class mail addressed to the Clerk of the City of Grosse Pointe, 17147 Maumee Avenue, Grosse Pointe, MI 48230, or the Superintendent, The Grosse Pointe Public School System, 389 St. Clair Avenue, Grosse Pointe, MI 48230, as the case may be.

25. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon their successors and assigns.

26. This lease shall supersede any other agreement between the parties hereto, with respect to the subject premises.

27. This lease may only be modified by a written amendment signed by both parties.

28. The persons signing this lease on behalf of the respective parties warrant and represent that the lease has been approved by the governing boards of the respective parties, and that the individuals signing the lease are authorized to do so.

WITNESSES:

LANDLORD:

THE GROSSE POINTE PUBLIC SCHOOL SYSTEM

By: ________________________________

Its: ________________________________
STATE OF MICHIGAN  
COUNTY OF WAYNE  

On this ___ day of ____________, 2020, before me personally appeared _______________________, _______________________, a Michigan general powers school district, to me known to be the same person who executed the within instrument on behalf of GPPSS, and who acknowledges the same to be the free act and deed of GPPSS.

_________________________, Notary Public
County, Michigan
Acting in _______ County, Michigan
My Commission expires:

WITNESSES:  

TENANT:

CITY OF GROSSE POINTE

By: ___________________________

Its: ___________________________

STATE OF MICHIGAN  
COUNTY OF WAYNE  

On this ___ day of ____________, 2020, before me personally appeared _______________________, _______________________, of the City of Grosse Pointe ("City"), a Michigan municipal corporation, to me known to be the same person who executed the within instrument on behalf of the City, and who acknowledges the same to be the free act and deed of the City.

_________________________, Notary Public
County, Michigan
Acting in _______ County, Michigan
My Commission expires:
<table>
<thead>
<tr>
<th>TITLE: Agreement with Hage Automotive to Install EV chargers in Lot 4</th>
<th>DATE: November 16, 2020</th>
</tr>
</thead>
</table>

**SUMMARY:**
The Big Three automotive manufacturers are making a big push into electric vehicles. However, there currently no EV chargers available for public use anywhere in the Grosse Pointes. Due to the cost of commercial level charging machines, it is expensive to install without subsidizing either the upfront and/or operational costs. Hage Automotive is a company based in Detroit that has worked in the electric vehicle field for many years installing EV chargers. They use credits and grants being offered by entities such as DTE to encourage adoption of electric vehicles and to offset upfront costs.

Hage Automotive is working with Michigan communities including Harbor Springs and Boyne City, among others, to install EV chargers at no cost to the municipality. In exchange for use of public parking spaces, Hage Automotive pays for all of the costs of the chargers including the installation, maintenance and operation. Hage has proposed a 10 year agreement with the City for use of four spaces in Lot 4, behind CVS. The EV chargers Hage Automotive would use here can accommodate all the different types of electric vehicles on the market.

**FINANCIAL IMPACT:**
The cost of the installation and the maintenance of the EV stations is borne by Hage Automotive, not the City of Grosse Pointe. The City receives a portion of the fee, 3 cents / kilowatt hour charged to the user of the station to offset the electrical costs.

**RECOMMENDATION:**
Approve agreement with Hage Automotive to install pedestals with ports for charging vehicles in four spaces in Lot 4.

**PREPARED BY:** Pete Dame

**TITLE:** City Manager
CHARGING STATION AGREEMENT

This Charging Stations Agreement (the “Agreement”) is effective as of November 12, 2020 (the “Effective Date”) by and between the City of Grosse Pointe, (“Site Host”), a municipality located in Wayne County and Red E Charging, LLC (“Red E Charging”), a Michigan limited liability company with its principal place of business located at 2475 West Grand Blvd, Detroit, MI 48208. Red E Charging and Site Host may individually be referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, RED E CHARGING, by installing electric vehicle chargers (“EV Chargers”) on the Premises, as defined herein, will provide value to Site Host by attracting electric vehicle owners and the public to, and providing additional visibility of, the property;

WHEREAS, Site Host acknowledges the value of RED E CHARGING’s EV Chargers on the Premises and desires to grant a license to install and maintain EV Chargers at the Premises to RED E CHARGING pursuant to the terms set forth herein;

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **PREMISES:** Site Host hereby grants to RED E CHARGING a license to install and maintain EV Chargers at the Premises, as defined in Exhibit A, upon which RED E CHARGING shall install the EV Chargers as described in that Exhibit.

2. **INITIAL INSPECTION:**

   A. **Early Access.** Beginning on November 16, 2020 (“Initial Inspection Start Date”) RED E CHARGING shall have a period of up to thirty (30) days during which it will have reasonable, non-exclusive access to the Premises for conducting its reviews and inspections (the “Inspection Period”).

   B. **Application for Permits.** During the Inspection Period, RED E CHARGING shall apply and pay for all required permits, variances and/or approvals required for RED E CHARGING’s construction of the improvements on, and RED E CHARGING’s use of, the Premises (collectively, the “Permits”).
C. **Right to Terminate.** If RED E CHARGING determines, in its sole and absolute discretion, for any reason or for no reason whatsoever, that the Premises are unacceptable for RED E CHARGING’s proposed use, RED E CHARGING may, without any liability hereunder, terminate this Agreement upon written notice delivered to Site Host no later than five (5) business days following the expiration of the Inspection Period pursuant to Section 19 of this Agreement.

3. **INSTALLATION:** Upon acceptance of the Premises, RED E CHARGING shall, at its sole expense, install the EV Chargers.

4. **EQUIPMENT:** Four (4) 80A Level 2 EV chargers with Pedestal mounts to be installed at site host location.

5. **COMMENCEMENT DATE:** The date that the EV Chargers open to the public (the “Commencement Date”) shall be within one hundred and fifty (150) days following the Initial Inspection Start Date, provided that no external permitting, utility or other requirements beyond RED E CHARGING’s control delay the installation, despite the best efforts of RED E CHARGING. RED E CHARGING shall provide written notice of the Commencement Date to Site Host pursuant to Section 19 of this Agreement for record keeping purposes. In the event of a delay as described herein, RED E CHARGING shall deliver written notice to Site Host pursuant to Section 19 and this notice shall provide the Commencement Date, which in no event shall be any later than two hundred (200) days following the Initial Inspection Start Date.

6. **TERM:** The initial term of the Agreement shall expire ten (10) years from the Commencement Date (the “Initial Term”). Thirty (30) days prior to the expiration of the Initial Term, The Parties may mutually elect to extend the Agreement and such extension shall be for an additional period of five (5) years (the “Renewal Term” and together with the Initial Term, the “Term”). Following the Renewal Term, any further renewals will be subject to mutual agreement between RED E CHARGING and Site Host and may be of any duration agreed upon by the Parties. In the event Site Host wishes to sell or transfer of the Premises by Site Host while the Agreement is in effect, Site Host shall either assign this Agreement to the perspective buyer or terminate this Agreement in accordance with Section 7 below.
7. EARLY TERMINATION:

A. If at any time after the 36th month of the Term, the EV Chargers at the Premises are performing at an average of fewer than 50 kilowatt hours per month over any period of six (6) consecutive months, RED E CHARGING shall have the right to terminate this Agreement by providing Site Host by providing written notice (the “Termination Notice”) pursuant to Section 19 of this Agreement at least sixty (60) days in advance of the termination date, which shall specify the effective date of RED E CHARGING’s termination of this Agreement (“Termination Date”). As of the Termination Date, this Agreement shall terminate and neither Party shall thereafter have any further rights or obligations hereunder, except that RED E CHARGING shall pay all monies owed pursuant to Section 10 of this Agreement through the Termination Date, and this Agreement shall be of no further force and effect.

B. If Site Host elects to terminate the Agreement prior to the expiration of the Term, Site Host must provide written notice pursuant to Section 19 of this Agreement (the “Termination Notice”), specifying the effective date of Site Host’s termination of this Agreement.

i. Any termination without cause by the Site Host prior to the end of the thirty-sixth (36th) month of the Term, the Site Host is responsible to reimburse RED E CHARGING for the full cost of any EV Rebate that RED E CHARGING received, all costs Red E Charging incurred for installing the EV Chargers on the Premises, and any costs for Red E Charging to remove the EV Chargers from the Premises.

ii. Site Host may terminate for cause without penalty as outlined below in (1) and (2):

(1) In the event Site Host has not received payment under the terms of Section 10 of this Agreement by the tenth day of the calendar month, Site Host must provide written notice pursuant to Section 19 of this Agreement to Red E Charging notifying Red E Charging that it has not received payment. If Red E Charging has not remitted the payment due to Site Host within thirty (30) days of the date of receipt of Site Host’s notice, Site Host may terminate the Agreement for cause and without penalty.
(2) In the event that Red E Charging has failed to properly maintain the EV Chargers, Site Host must provide notice pursuant to Section 19 of this Agreement to Red E Charging. This notice shall provide information about the EV Charger(s) requiring maintenance. If Red E Charging has failed to repair or replace the EV Chargers within sixty (60) days of receipt of the Site Host’s notice, Site host may terminate the Agreement for cause and without penalty.

iii. If Site Host elects to terminate the Agreement during the Term but after the 36th month without cause, Site Host must reimburse RED E CHARGING for all costs Red E Charging incurred for installing the EV Chargers on the Premises, and all costs for Red E Charging to remove the EV Chargers from the Premises.

C. In all events of termination or expiration of this Agreement, the EV Chargers are owned by Red E Charging and upon termination or expiration of the Agreement, Red E Charging shall remove them and restore the Premises to the original condition.

D. The indemnity responsibilities as described in Section 14 of this Agreement survive termination.

8. UTILITIES: Red E Charging agrees to arrange and pay the charges for all utility services provided or used in or at the Premises during the Term. Red E Charging shall pay directly to the utility company. In the event that utility services are disrupted and Site Host becomes aware of such disruption, Site Host shall use its best efforts to quickly notify Red E Charging as soon as possible of the disruption.

9. USE: RED E CHARGING shall use and occupy the Premises during the Term for electric vehicle charging services. All use of the Premises by RED E CHARGING shall comply with applicable codes, laws, and ordinances.

10. PAYMENT FOR CHARGING SERVICES: RED E CHARGING shall share revenue generated from the EV Chargers in the amount of $0.03 per kilowatt-hour payable on the tenth day of each calendar month. If the Term is renewed pursuant to Section 6 of this Agreement, during the first Renewal Term, Red E Charging shall pay a
monthly revenue share to Site Host in the amount of $0.03 per kilowatt-hour, payable on the tenth day of each calendar month. Payments shall be made via direct deposit unless otherwise agreed to by the Parties.

11. MAINTENANCE: RED E CHARGING shall be responsible for maintaining the EV Chargers and Site Host shall not have any liability for damage to the EV Chargers unless such damage is caused by Site Host's gross negligence or willful misconduct. Notwithstanding the foregoing, Site Host must maintain the Premises and common areas of the Premises. Site Host agrees to coordinate any parking lot maintenance with RED E CHARGING to ensure that charging stalls remain available as much as is reasonably feasible. RED E CHARGING may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises from off-site. All site equipment installed in relation to the charging infrastructure shall be maintained in good condition for the entire term of the Agreement.

12. SITE HOST COVENANTS: Site Host represents that it is the owner of the Premises and that this Agreement does not violate any agreement, lease or other commitment of Site Host. Site Host shall not take any action that would impair or interrupt the use of the Premises or the EV Chargers. Site Host agrees to notify RED E CHARGING within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises or EV Chargers, or (ii) it obtains knowledge of a needed repair to the Premises or EV Chargers. If non-electric vehicle motorists repeatedly park in the stalls dedicated to the EV Chargers ("Dedicated Stalls"), thereby impairing use of the Dedicated Stalls, then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt. Site Host shall use commercially reasonable efforts to actively monitor the Premises to ensure that use of the EV Chargers is not impaired.

13. SIGNAGE: RED E CHARGING signage to be installed at the Premises is represented in Exhibit B and shall include signs to identify Dedicated Stalls. Any material revisions or additions to the signage depicted in Exhibit B shall be subject to Site Host approval, which shall not be unreasonably withheld, conditioned or
delayed. All signage shall be professionally prepared, installed and maintained at RED E CHARGING’s expense.

14. **INDEMNIFICATION:** Except to the extent of any gross negligence or willful misconduct of Site Host, RED E CHARGING hereby agrees to indemnify, hold harmless and defend the Premises, Site Host, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, including, court costs and attorney’s fees, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to RED E CHARGING’s use of the Premises. RED E CHARGING shall promptly remove or bond any liens placed on the Premises as a result of any claims for labor or materials furnished to or for RED E CHARGING at or for use on the Premises.

15. **DESTRUCTION:** Upon total destruction of the Premises either Party shall terminate the Agreement by furnishing written Notice pursuant to Section 19 of this Agreement within thirty (30) days of such destruction.

16. **INSURANCE:**

   A. RED E CHARGING shall carry commercial general liability insurance with limits of not less than Two Million Dollars ($2,000,000) for bodily injury or death. A certificate evidencing such insurance shall be delivered to Site Host upon completion of the EV Charger installation and from time to time thereafter as may be requested by Site Host. Upon request, RED E CHARGING shall include Site Host as additional insured on its commercial general liability and umbrella insurance policies. RED E CHARGING will also carry worker’s compensation insurance in accordance with state and federal law.

17. **CONFIDENTIALITY AND PUBLICITY:** Neither Party will use the other Party’s name, trademark or logo without such other Party’s prior written consent.

18. **ENVIRONMENTAL MATTERS:** To the best of Site Host’s knowledge, Site Host believes that the Premises shall be delivered free of environmental contamination. RED E CHARGING shall have no liability for any environmental contamination unless caused by RED E CHARGING, its agents, employees or contractors.
19. **NOTICES:** All notices or demands shall be in writing and shall be deemed duly served or given only if
delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight
courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in this Section.
Copies of such correspondence shall be delivered via email as well as a courtesy if an email address is
provided, but email notification does not suffice as effective notice for the purpose of this Agreement. Site
Host and RED E CHARGING may change their respective addresses for notices by giving notice of such new
address in accordance with the provisions of this paragraph.

If by Site Host, to:  
Contact Name: Kevin Kardel  
Position: Chief Operating Officer  
Address: 2475 West Grand Blvd, Detroit, MI 48208  
Email Address: kkardel@hageauto.com

If by RED E CHARGING, to:
Contact Name: Peter Dame  
Position: City Manager  
Address: 17147 Maumee Ave., Grosse Pointe, MI 48230  
Email Address: pjdame@grossepointecity.org

20. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of Site Host
and RED E CHARGING and their respective successors and assigns.

21. **WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY LAW, SITE HOST AND RED E CHARGING EACH
HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY ISSUE OR CONTROVERSY ARISING UNDER THIS
AGREEMENT.

22. **GOVERNING LAW, JURISDICTION AND VENUE:** Governing Law, Jurisdiction and Venue. This Agreement
shall be governed by and construed in accordance with the laws of the State of Michigan without giving
effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other
jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of
Michigan. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated
hereunder shall be instituted in state court in Wayne County in the State of Michigan, and each Party
irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and
waives any objection based on improper venue or inconvenient forum. Service of process, summons, notice
or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

23. VOLUNTARY AND INFORMED EXECUTION: The Parties acknowledge and agree that they have fully read, completely understand and voluntarily enter into and execute this Agreement, and acknowledge they have been represented and advised by counsel or had ample opportunity to be represented by counsel during the negotiations and drafting of this Agreement.

24. AMENDMENT. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

25. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the Parties agree that such provision shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and that such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

[The Remainder of this Page is Left Intentionally Blank, Signatures on Following Page]
IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

RED E CHARGING, LLC

__________________________
By:

Its:

____________________________________
SITE HOST

__________________________
By:

Its:
<table>
<thead>
<tr>
<th><strong>TITLE:</strong> Agreement for parking pay stations at 17150 Waterloo</th>
<th><strong>DATE:</strong> November 16, 2020</th>
</tr>
</thead>
</table>

**SUMMARY:**
The City is installing new pay stations for parkers in Lot 3. After a final survey to determine the most convenient spots for payment stations, staff recommends placing two pay stations and a video camera near the main entrance of the Neighborhood Club building under the canopy. In this side of the lot, the only people that would be using the stations would be headed into the Neighborhood Club building, so having it located under the canopy at the entrance and protected from the rain would be advantageous for everyone. The Neighborhood Club has indicated its support of this proposed placement, but an agreement is needed to formally grant this permission. The Neighborhood Club is reviewing the attached agreement.

**FINANCIAL IMPACT:**
This would be a no cost agreement except the City would pay any costs of the installation, operation, maintenance and signage for the pay station.

**RECOMMENDATION:**
Approve executing an agreement with the Neighborhood Club to place two pay stations and a video camera at 17150 Waterloo near the entrance to the facility with final consent for the form and language of the agreement to be approved by the City Attorney.

| **PREPARED BY:** Pete Dame | **TITLE:** City Manager |
LICENSE AGREEMENT

This Agreement is effective as of ________________, 2020, by and between the Neighborhood Club, 17150 Waterloo, Grosse Pointe, Michigan, 48230 ("Club") and the City of Grosse Pointe, 17147 Maumee Avenue, Grosse Pointe, Michigan, 48230 ("City") on the terms and conditions stated below:

1. **Background.** Club (or its parent/subsidiary) owns and occupies a parcel of real property commonly described as 17150 Waterloo, Grosse Pointe, Michigan ("Premises").

2. **Grant of License.** For the sum of $1.00 per year, Club grants to City the right to place, maintain and operate two parking payment stations and a video camera with conduits outside the main doors of the Premises under the canopy at an exact location to be determined by agreement of the parties. In addition the City shall have the right to access the pay stations and camera at all times on the exterior of the Premises. Finally, the City shall have the right to place instructional signage on Premises as the parties may mutually determine.

3. **Costs.** The City shall pay for any electrical or internet costs associated with the pay station.

4. **Reimbursement for Damages.** City shall reimburse Club for any damages to Club’s property or other improvements caused by City’s entry on the Premises.

5. **Revocation.** This license is revocable at will by Club by giving 60 days’ written notice to City of the termination.

6. **Indemnification, Insurance, and Waiver.** City agrees to indemnify Club and hold Club harmless against any claims, actions, damages, or liability which arise as a result of City’s use of the license area and to obtain liability insurance in reasonable amounts insuring against damage to persons and property occurring on or within the vicinity of the license area and to name Club as an insured party under that insurance policy. City also waives any right of recovery it may now or subsequently have against Club for any loss or damage arising out of use of the license area.

7. **No Assignment.** City shall not assign or transfer its rights under this License.

8. **Effective Date.** This License Agreement is effective as of the date first stated above.
Neighborhood Club

By: ____________________________

Its: ____________________________

City of Grosse Pointe

By: ____________________________

        Peter J. Dame

Its:  City Manager
<table>
<thead>
<tr>
<th>TITLE: License agreement for parking pay station at 17141 Kercheval Avenue</th>
<th>DATE: November 16, 2020</th>
</tr>
</thead>
</table>

**SUMMARY:**
The City is installing new pay stations for parkers in Lot 3. After a final survey to determine the most convenient spots for payment stations, staff recommends placing one pay station in the lobby of the Ascension St. John Hospital health care owned building as you enter from the parking lot. In this corner of the lot, the only people that would be using the station would be headed into the Ascension building, so having it located indoors and protected from the weather would be advantageous for everyone. Ascension has indicated its support of this proposed placement, but a license agreement is needed to formally grant this permission. Ascension is reviewing the attached license drafted by the City Attorney.

**FINANCIAL IMPACT:**
This would be a no cost agreement except the City would pay any costs of the installation, operation, maintenance and signage for the pay station.

**RECOMMENDATION:**
Approve executing an agreement with Ascension St. John Hospital to place a pay station in the lobby off Lot 3 in the building at 17141 Kercheval with final consent for the language of the license to be approved by the City Attorney.

| PREPARED BY: Pete Dame | TITLE: City Manager |
LICENSE AGREEMENT

This Agreement is effective as of _______________, 2020, by and between Ascension St. John Hospital Health Center, 17141 Kercheval Avenue, Grosse Pointe, Michigan, 48230 ("Ascension") and the City of Grosse Pointe, 17147 Maumee Avenue, Grosse Pointe, Michigan, 48230 ("City") on the terms and conditions stated below:

1. **Background.** Ascension (or its parent/subsidiary) owns and occupies a parcel of real property commonly described as 17141 Kercheval Avenue, Grosse Pointe, Michigan ("Premises").

2. **Grant of License.** For the sum of $1.00 per year, Ascension grants to City the right to place, maintain and operate a parking payment station in the lobby of the Premises at an exact location to be determined by agreement of the parties. In addition the City shall have the right to enter the Premises at mutually convenient times to access the pay station. Finally, the City shall have the right to place instructional signage beside the door of the Premises and at such other locations within the Premises as the parties may mutually determine.

3. **Costs.** The City shall pay for any electrical or internet costs associated with the pay station.

4. **Reimbursement for Damages.** City shall reimburse Ascension for any damages to Ascension's building or other improvements caused by City's entry on the Premises.

5. **Revocation.** This license is revocable at will by Ascension by giving 60 days' written notice to City of the termination.

6. **Indemnification, Insurance, and Waiver.** City agrees to indemnify Ascension and hold Ascension harmless against any claims, actions, damages, or liability which arise as a result of City's use of the license area and to obtain liability insurance in reasonable amounts insuring against damage to persons and property occurring on or within the vicinity of the license area and to name Ascension as an insured party under that insurance policy. City also waives any right of recovery it may now or subsequently have against Ascension for any loss or damage arising out of use of the license area.

7. **No Assignment.** City shall not assign or transfer its rights under this License.

8. **Effective Date.** This License Agreement is effective as of the date first stated above.
Ascension St. John Hospital Health Center

By: ____________________________
Its: ____________________________

City of Grosse Pointe

By: ____________________________
   Peter J. Dame
Its:  City Manager
**SUMMARY:**
The City Council met in a workshop on October 17, 2020 to discuss Council goals to work on from now and until the end of the 2021.

**GOALS**

1. Implement adjusted parking system with new equipment
2. Initiate and complete rezoning on Mack Avenue consistent with the Phase II plan
3. Create and begin implementation of a historic district plan and standards process
4. Achieve Redevelopment Ready Community certification
5. Align Council and Main Street Grosse Pointe goals

**Next Steps:**
The City Manager will identify key objectives to be accomplished in each goal area and, when possible, identify timelines for completion of the objectives and/or goals.

**FINANCIAL IMPACT:**
N/A

**RECOMMENDATION:**
Adopt the Council goals stated above

**PREPARED BY:** Pete Dame **TITLE:** City Manager
**Council Meeting**  
**November 16, 2020**

<table>
<thead>
<tr>
<th><strong>TITLE:</strong> Minimum Multi-family Dwelling Unit Size Ordinance Amendment</th>
<th><strong>DATE:</strong> November 16, 2020</th>
</tr>
</thead>
</table>

**SUMMARY:**
The City’s Master Plan calls for multi-family or mixed use residential dwelling development in The Village and is permitted elsewhere in the City in designated zones. City staff has reviewed the City’s current minimum size per dwelling unit. The minimum area per dwelling unit in districts that allow for multi-family is 1,000 square feet. In light of national trends, Grosse Pointe’s zoning ordinance is out of date. City staff recommends amending the zoning code to allow for smaller size dwelling units by studio, one-bedroom and two-bedroom types of units as noted in the attached memorandum from McKenna Associates. In addition to national figures, McKenna reviewed comparable metropolitan area communities that have seen multi-family developments being built, and have recommended new minimum standards consistent with current practices in the region. Staff believes this will encourage development of new multifamily housing in zones where it is currently permitted, particularly in and near The Village.

**FINANCIAL IMPACT:**
None

**RECOMMENDATION:**
Subject to comments received at the public hearing, City staff recommend approval of the draft ordinance establishing new minimum size standards for multifamily housing units

<table>
<thead>
<tr>
<th><strong>PREPARED BY:</strong> Pete Dame</th>
<th><strong>TITLE:</strong> City Manager</th>
</tr>
</thead>
</table>
NOTICE OF PUBLIC HEARING
CITY OF GROSSE POINTE, MICHIGAN
PLANNING COMMISSION

MONDAY NOVEMBER 16, 2020 – 7:00 pm
17147 MAUMEE, GROSSE POINTE, MI 48230
This public hearing will be held virtually due to the COVID-19 Epidemic

CHAPTER 90 - ARTICLE VII: AREA, HEIGHT, BULK, AND PLACEMENT
ZONING ORDINANCE TEXT AMENDMENT

PLEASE TAKE NOTICE that the Grosse Pointe Planning Commission will hold a public hearing as noticed above to consider a text amendment to CHAPTER 90 - ARTICLE VII AREA, HEIGHT, BULK, AND PLACEMENT of the City of Grosse Pointe Zoning Ordinance. The proposed text amendment is to be included under Section 90-351: Schedule. The proposed amendment would alter the provisions of the ordinance that apply to minimum residential unit sizes for all districts that permit multi-family uses (C-2, T, T-1, T-2, and R-T) to reduce minimum unit sizes and regulate sizes by the number of bedrooms provided in a unit.

Said hearing will be held virtually. Information regarding the meeting location, and/or how to attend a virtual meeting, can be found on the City’s website or by calling 313-885-5800.

The complete text of the proposed ordinance amendment may be viewed at City Hall located at 17147 Maumee, Grosse Pointe, MI, Mon.-Fri. 8:30 am to 5:00 pm.

Public comment is welcome. If you are unable to attend the hearing, written comments will be accepted until 12:00 noon on November 16, 2020. Public comments can be mailed to City Hall or sent via email to jarthurs@grossepointecity.org. If further information is needed, please contact Grosse Pointe Building Dept., 17147 Maumee, Grosse Pointe, MI 48230, Mon.-Fri., 8:30 am to 5:00 pm. Telephone: 313-885-5800.

Julie E. Arthurs,
City Clerk
Memorandum

TO: Grosse Pointe Planning Commission / City Council
FROM: Julie Connochie, AICP, Principal Planner
        Stephanie Peña, Assistant Planner
SUBJECT: Ordinance Amendment for Multi-Family Residential Unit Sizes
DATE: November 12, 2020

As discussed at the October 19, 2020 City Council meeting, the Grosse Pointe Zoning Ordinance requirements for minimum multi-family residential unit sizes are out of date with recent trends and market conditions. According to data presented by McKenna at that meeting, minimum residential unit sizes for apartments have decreased 5% over the last 10 years, with the average apartment size in Michigan shrinking to 882 over that time span. The Grosse Pointe ordinance currently prohibits any residential unit under 1,000 square feet. This high minimum unit size increases construction costs, prohibits development of smaller units that would attract a variety of residents to the City, and discourages investment in the Village and other multi-family districts.

As requested by City Council, we have conducted a review of the Grosse Pointe ordinance standard against other comparable communities’ ordinances and market data as the basis for an ordinance update. A draft of the proposed ordinance amendment to Section 90-351, Schedule for all districts that permit multi-family uses is attached to this memo. A summary of our findings follows to provide context for the recommended ordinance changes.

COMPARISON OF ORDINANCE STANDARDS

Minimum Unit Sizes
We began by researching and compiling minimum residential unit sizes in several comparable communities: Plymouth, Northville, Ferndale, Royal Oak, and Rochester by unit type. Of those communities with minimum sizes for studios, 500 square feet was most common. One-bedroom units were on average 533 square feet in size, two-bedroom units were approximately 680 square feet, and three-bedrooms 833 square feet (see Table 1 on next page).

Floor Area Definitions
Having a clear definition of how floor area is calculated is critical to how zoning ordinance changes will be interpreted and administered. We also reviewed the ordinances from each comparable municipality for how they defined floor area. Most of these communities use gross square footage, which includes the total floor area contained within the building, measured to the external face of the external walls, but excludes hallways or other circulation space, and unfinished spaces such as attics or basements. The definition of "usable floor area" in the Grosse Pointe ordinance closely matches how other municipalities calculate floor area for minimum unit sizes. We recommend simply pointing to this definition in the notes of the Schedule of Regulations table, rather than restating a similar (but differently worded) standard in the notes.
Table 1. Ordinance Standards - Multi-Family Minimum Floor Area per Dwelling Unit

<table>
<thead>
<tr>
<th></th>
<th>Eff.</th>
<th>1-BD</th>
<th>2-BD</th>
<th>3-BD</th>
<th>4-BD</th>
<th>Floor Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grosse Pointe</td>
<td></td>
<td></td>
<td></td>
<td>1,000</td>
<td></td>
<td>Net (Usable Floor Area)</td>
</tr>
<tr>
<td>C-2, T-1, T-2, T</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>R-T</td>
<td></td>
<td></td>
<td></td>
<td>1,800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plymouth</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RM-1, RM-2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No minimums for multi-family</td>
</tr>
<tr>
<td>Northville</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>R-3, R-4, CBD-O, CSO, SM-O</td>
<td>500</td>
<td>650</td>
<td>750</td>
<td>850</td>
<td>N/A</td>
<td>Gross</td>
</tr>
<tr>
<td>Ferndale</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>R-3, R-4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Uses Density Calculations (35 / 80 units per acre)</td>
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<td>Royal Oak</td>
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<td></td>
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</tr>
<tr>
<td>Multi-Family</td>
<td>250</td>
<td>450</td>
<td>600</td>
<td>750</td>
<td>N/A</td>
<td>Gross</td>
</tr>
<tr>
<td>Rochester</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RM-1, RM-2</td>
<td>500</td>
<td>500</td>
<td>700</td>
<td>900</td>
<td>300 / 300 / add. BR</td>
<td>Net</td>
</tr>
</tbody>
</table>

Comparison of Market Data
We also analyzed market data from Zillow to better understand the actual sizes of available and recently sold or rented units in these communities. Specifically, we looked at the average and minimum dwelling unit size on the market in each community. Units in comparable communities were smaller than in Grosse Pointe, and far more consistent with the minimum unit sizes permitted by their respective ordinances.

Table 2. Market Data - Minimum Dwelling Unit Square Footage by Unit Type (Zillow Oct. 2020)

<table>
<thead>
<tr>
<th></th>
<th>Studio</th>
<th>1-BD</th>
<th>2-BD</th>
<th>3-BD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grosse Pointe</td>
<td>no data</td>
<td>737</td>
<td>636</td>
<td>976</td>
</tr>
<tr>
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<td>no data</td>
<td>485</td>
<td>500</td>
<td>768</td>
</tr>
<tr>
<td>Rochester</td>
<td>no data</td>
<td>611</td>
<td>657</td>
<td>842</td>
</tr>
<tr>
<td>Northville</td>
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<td>665</td>
<td>644</td>
<td>794</td>
</tr>
<tr>
<td>Ferndale</td>
<td>460</td>
<td>459</td>
<td>580</td>
<td>740</td>
</tr>
<tr>
<td>Royal Oak</td>
<td>575</td>
<td>400</td>
<td>600</td>
<td>776</td>
</tr>
<tr>
<td>Average (Comp. Municipalities)</td>
<td>518</td>
<td>524</td>
<td>596</td>
<td>784</td>
</tr>
</tbody>
</table>
PROPOSED AMENDMENT

Our research of comparable ordinance standards and market data helped us determine "right-sized" standards for minimum multi-family unit sizes in the City of Grosse Pointe. Rather than set one standard for all multi-family units, we are proposing minimum size standards by unit type (number of bedrooms or terrace dwelling). We reviewed the entire ordinance to ensure amendments were only needed in Section 90-351. Schedule of the ordinance to effectuate this change.

Sec. 90-351. Schedule. - Proposed Minimum Multi-Family Unit Sizes

<table>
<thead>
<tr>
<th></th>
<th>Studio</th>
<th>1-BD</th>
<th>2-BD</th>
<th>3-BD+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi-Family: C-2, T, T-1, T-2</td>
<td>500</td>
<td>600</td>
<td>700</td>
<td>900</td>
</tr>
<tr>
<td>Terrace Dwelling: R-T &amp; T-1</td>
<td></td>
<td></td>
<td>1,200</td>
<td></td>
</tr>
</tbody>
</table>

We also recommend modifying footnote (j) within Sec. 90-351.Schedule, which defines what is or is not included in the floor area calculation to state: "The minimum floor area per dwelling unit shall be calculated based on usable floor area, as defined in Section 90-3 Definitions." It should be noted the published version of this ordinance incorrectly used the term "square footage" instead of "floor area." This is not a substantive change and should be corrected by Council in its motion to adopt the ordinance.

NEXT STEPS

A public hearing for the ordinance amendment has been scheduled for the City Council meeting on November 16, 2020. We will be in attendance at that meeting to review the recommended ordinance amendment with you and answer any questions you might have.
CITY OF GROSSE POINTE

ORDINANCE NO. _______

The City of Grosse Pointe ordains as follows:

I. The chart contained in Sec. 90-351, Article VII, Area, Height, Bulk, and Placement Requirements is amended and re-stated in its entirety as follows:

Sec. 90-351. Schedule.

<table>
<thead>
<tr>
<th>Zoning district</th>
<th>Maximum lot coverage (percent)</th>
<th>Maximum building area per dwelling unit in sq. ft.</th>
<th>Width in feet</th>
<th>In stories</th>
<th>Height in feet</th>
<th>Front at least one</th>
<th>Total of two sides</th>
<th>Side yard adjacent to a street</th>
<th>Rear</th>
<th>Minimum floor area per dwelling unit in sq. ft.</th>
<th>Minimum floor area on first floor per dwelling unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) E-R</td>
<td>25</td>
<td>20,000</td>
<td>150</td>
<td>3</td>
<td>35</td>
<td>40 b, k</td>
<td>c, n, o</td>
<td>22 c, j</td>
<td>30 e</td>
<td>1,800</td>
<td>1,200</td>
</tr>
<tr>
<td>(2) R-1A</td>
<td>30</td>
<td>15,000</td>
<td>100</td>
<td>2½</td>
<td>35</td>
<td>35 b, k</td>
<td>c, n, o</td>
<td>22 c, j</td>
<td>30 e</td>
<td>1,800</td>
<td>1,200</td>
</tr>
<tr>
<td>(3) R-1B</td>
<td>30</td>
<td>(r, n)</td>
<td>2½ m</td>
<td>35 m</td>
<td>25 d</td>
<td>(c, a, e, g)</td>
<td>(c, a, e, p)</td>
<td>20 c, j</td>
<td>25 c, d</td>
<td>1,200</td>
<td>1,000</td>
</tr>
<tr>
<td>(4) R-T b</td>
<td>35</td>
<td>4,000</td>
<td>150</td>
<td>2½</td>
<td>35</td>
<td>c, n, o</td>
<td>c, n, o</td>
<td>12 c, d</td>
<td>25 c, d</td>
<td>1,200</td>
<td>1,000</td>
</tr>
<tr>
<td>(5) RO-1</td>
<td>40</td>
<td>4,000</td>
<td>70</td>
<td>2½</td>
<td>35</td>
<td>c, e</td>
<td>c, f</td>
<td>e, f</td>
<td>e, f</td>
<td>Studio: 500 1BR: 600 2-BR: 700 3-BR+: 900</td>
<td>Studio: 500 1BR: 600 2-BR: 700 3-BR+: 900</td>
</tr>
<tr>
<td>(6) C-1</td>
<td>2½</td>
<td>35</td>
<td>f</td>
<td>f</td>
<td>f</td>
<td>f</td>
<td>f</td>
<td>f</td>
<td>f</td>
<td>Studio: 500 1BR: 600 2-BR: 700 3-BR+: 900</td>
<td>Terrace dwelling: 1,200</td>
</tr>
<tr>
<td>(7) C-2</td>
<td></td>
<td>f f f f f f f</td>
<td>Studio: 500 1BR: 600 2-BR: 700 3-BR+: 900</td>
<td>Terrace dwelling: 1,200</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(8) P-1</td>
<td></td>
<td>f f f f f f f</td>
<td>Studio: 500 1BR: 600 2-BR: 700 3-BR+: 900</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(9) T-1</td>
<td></td>
<td>2½ 35 10 f f f f f f f f f f f f f f f f f f f f f f</td>
<td>Studio: 500 1BR: 600 2-BR: 700 3-BR+: 900</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(10) T-2</td>
<td>4</td>
<td>42 f f f f f f f f f f f f f f f f f f f f f f f f</td>
<td>Studio: 500 1BR: 600 2-BR: 700 3-BR+: 900</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
II. Footnote (i) contained in Sec. 90-351, Article VII, Area, Height, Bulk and Placement Requirements is amended and re-stated in its entirety as follows:

i. The minimum floor area per dwelling unit shall be calculated based on usable square footage, as defined in Section 90-3, Definitions.

III. Miscellaneous Provisions.

(a) **Savings Clause.** All proceedings pending and all rights and liabilities existing, acquired, or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force when they are commenced. This ordinance shall not be construed to affect any prosecution pending or initiated before the effective date of this ordinance, or initiated after the effective date of the ordinance for an offense committed before that effective date.

(b) **Severability.** If any word, clause, sentence, paragraph or part of this ordinance shall be found invalid or unconstitutional by a court of competent jurisdiction, the remainder of the ordinance shall remain in full force and effect.

(c) **Effective Date; Publication.** A copy of the digest of this ordinance, which digest has been approved by the Council in the form attached hereto, shall be published once in the Grosse Pointe News, a newspaper of general circulation in the City. Copies of the digest shall be posted in at least five public places within the City. The ordinances shall take effect ten days after publication of the digest of this ordinance.

At a (regular/special) meeting of the Grosse Pointe City Council held on ____________, 2020 adoption of the foregoing ordinance was moved by ______________ and supported by ____________________.

Voting for:

Voting against:
The Mayor declared the ordinance adopted.

Sheila Tomkowiak  
Mayor

Julie Arthurs  
Clerk

CERTIFICATION

The foregoing is a true copy of Ordinance No. ________ which was enacted by the Grosse Pointe City Council at a (regular/special) meeting held on __________________________, 2020.

Julie Arthurs  
Clerk