AGENDA

1. Roll Call
2. Pledge of Allegiance
3. Setting the Agenda
4. Consent Agenda
   a. Approval of Minutes
   b. Approval of Invoices
   c. Special Event Application – Grosse Pointe Pride March
5. New Business
   a. Revised Intergovernmental Agreement for Forestry Services
6. Public Comment – for items not on agenda
7. Staff Reports
8. Council Comment
9. Adjournment

Guidelines for Public Comment – For Items Not on the Agenda
We welcome comments from residents. If you wish to speak, please come to the podium, state your name and address. You will have a maximum of three (3) minutes to address the Council. Council Members will listen to your concerns, but will not answer questions. If you have a question or need additional information, we will be happy to direct you to the appropriate person after the meeting. Thank you for your cooperation.

The meeting was called to order at 7:00 p.m.

ROLL CALL
Present: Mayor Tomkowiak, Council Members Juip, Parthum, Stempfle, Thomas, Walsh, Williams

In Attendance: City Manager Dame, Attorney Kennedy, City Clerk Arthurs, Finance Director Kleinow, Public Safety Director Alcorn, Public Service Director Randazzo, Parks and Recreation Director Hardenbrook, Main Street Grosse Pointe Director Willcock and City Planner Jackson.

The Boy Scouts in attendance at the meeting led the Council in the Pledge of Allegiance.

CONSENT AGENDA

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

1. Minutes from the regular Council Meeting held on May 17, 2021.
2. Invoices
   a) Pointe Alarm
      - Court Camera System, May 2021, $8,700
      - Lot 3 Camera System, April 2021, $7,750
      - Lot 2 Camera System, April 2021, $9,300
   b) McKenna
      - Planning Services, 2/1/21 – 2/28/21, $6,191.39
      - Planning Services, 1/1/21 – 1/31/21, $5,218.00
      - Planning Services, 4/1/21 – 4/30/21, $6,198.75
   c) Detroit Salt Company - Salt, December 2020, $6,096.54
   d) Great Lakes Water Authority - Sewage, May 2021, $75,400
   e) Anderson, Eckstein, & Westrick, Inc.
      - 2021 Street Improvement Program, 4/12/21 – 5/9/21, $20,790.00
   f) City of Grosse Pointe Farms - Water, 1/1/21 – 3/31/21, $95,206.78
   g) GFL - Recycling, June 2021, $9,875
   h) Oakland County - Clemis, Jan - Mar 2021, $5,108.62
   i) Midwest Public Safety - Cloud Services, June 2021, $5,933.16
   j) ISCG - Court Furniture, Balance, $23,147.79
   k) Grosse Pointe Lawn Sprinklers - Sprinkler System Turn ons, April 2021, $5,944.65
   l) Partners in Architecture - New Facilities, Payment 19, $659,600.58
   m) S Alarm - Uniform, May 2021, $6,547.63

3. Approval of the Agreement with The Helm, acting as a contractor to PAATS, to operate the community transportation service for elderly and disabled individuals.
4. Approve and adopt bylaws for the Zoning Board of Appeals and the Planning Commission for the City of Grosse Pointe.
5. Approve the contract with Plante Moran to perform the City's annual financial audit for the fiscal years ending June 30, 2021 through 2025.
6. Adopt the Resolution regarding Decennial Redistricting.
7. Approve the purchase of one Toro Workman utility vehicle with dump box from Spartan Distributors in the amount of $37,922.40.

CONSENT AGENDA UNANIMOUSLY ADOPTED.

The City Council convened as the Planning Commission.

Minutes – Council Meeting – June 21, 2021
PUBLIC HEARING – SPECIAL USE REQUEST – YOGA SHELTER – 17020 KERCHEVAL AVENUE

Mayor Tomkowiak indicated that this was the time set for a public hearing regarding a special use request as noted above. City Clerk Arthurs informed the Commission that notice of public hearing had been given as required by PA 110 of the State of Michigan and Grosse Pointe City Ordinance, proof of which is on file in the official records of the City of Grosse Pointe.

Kercheval Owners, LLC and Yoga Shelter, LLC, have submitted an application for special use approval to relocate their existing yoga studio to 17020 Kercheval Avenue. The proposed use is an expansion of an existing yoga studio located on the second floor of Kercheval Place. The project is being proposed for development under Section 90-298. Permitted Uses After Special Approval of the City of Grosse Pointe Zoning Ordinance, which allows fitness centers on the ground floor, such as yoga studios, in the C-2 district, subject to special approval.

City Planner Jackson made the following report:

The proposed site is a 2,9098 square foot first floor commercial unit located within the Kercheval Place mixed-use development, with main entrances at Kercheval Avenue between St. Clair and Notre Dame. The commercial unit will consist of a merchandise area with dressing rooms, a hot yoga studio, a Zen studio and two gender specific bathrooms and a shower room. The applicants indicate that 30% of the floor plan is dedicated to retail and will be staffed throughout business hours. The City Planner reviewed his memorandum dated June 16, 2021.

Mayor Tomkowiak opened public comment. Hearing no comments, the Mayor closed public comment.

Motion by Council Member Parthum, second by Council Member Williams, to approve the Special Use Request for 17020 Kercheval Avenue subject to execution of a Special Use Permit and subject to all conditions set forth in the Planner’s Report.

UNANIMOUSLY ADOPTED.

SITE PLAN REVIEW – YOGA SHELTER – 17020 KERCHEVAL AVENUE

City Planner Jackson made the following report:

Versa, the owner of Kercheval Place, has submitted an application for site plan approval for relocating and expanding the Yoga Shelter from the second floor of 17000 Kercheval to two vacant spaces at 17020 Kercheval on the first floor. The new location will feature a dedicated retail area consistent with the City’s requirements for fitness centers on the first floor. The use, setbacks, architectural features, parking and vehicular/pedestrian access to the site was discussed. It was noted that exterior lighting details were not provided. Any proposed lighting will have to be external or backlit as permitted by the City’s design guidelines and sign ordinance. Signage will be submitted separately through a sign permit application.

Motion by Council Member Stempfie, second by Council Member Parthum, to approve the site plan for Yoga Shelter at 17020 Kercheval Avenue.

UNANIMOUSLY ADOPTED.

The Planning Commission reconvened as the City Council.

PUBLIC HEARING – REQUEST TO VACATE THE DEAD END OF GOETHE AT UNIVERSITY PLACE

Mayor Tomkowiak indicated that this was the time set for a public hearing regarding a request to vacate the dead end of Goethe at University Place. City Clerk Arthurs informed the Council that notice of public hearing had been given as required, proof of which is on file in the official records of the City of Grosse Pointe.

When Lakeland between Mack and Charlevoix was developed in the 1950’s, the platted path of Goethe Street was interrupted. In 1990, the City of Grosse Pointe approved a request to vacate the dead end of Goethe Street that had been created at Neff Road. Now the City has received an updated request from the owners of the adjacent private properties to vacate the dead end created at University Place. The requestors are Rick and Melissa Lucassian, 823 University Place and Tim and Elizabeth Kruse, 809 University Place. A public hearing on this matter was held in 2017 but was tabled.

To vacate a public street, a public hearing must be held. Under state law, the property is vacated to the adjacent properties in the original subdivisions. The adjacent private property owners would divide the street and it would become part of their existing private lots.
The City would retain easement and access rights to, and retain ownership of, the sanitary sewer system at the rear of the lot. The stormwater catch basins within the dead end of Goethe and the stormwater pipes would be vacated and the private property owners would become responsible for them as the City Engineer has determined those drains are not required for street drainage of University, which has its own catch basins. The City would no longer be responsible for maintaining or plowing the vacated street as it would be private property. The concept and configuration for the vacation was reviewed. The City Manager stated that the property that is proposed to be vacated is not necessary for public purposes and agrees with the proposed vacation.

Mayor Tomkowiak opened public comment. Hearing no comments, the Mayor closed public comment.

Motion by Council Member Juip, second by Council Member Williams, to approve the vacation of Goethe Street and authorize the execution and adopt the following resolution:

RESOLUTION
TO VACATE A PORTION OF GOETHE STREET

WHEREAS on June 21, 2021, the Grosse Pointe City Council held a hearing to consider the proposed vacating of Goethe Street at University and heard objections thereto; and

WHEREAS those persons wanting to raise objections have been given the opportunity to do so; now, therefore, it is

RESOLVED that the following described portion of the street located in the City of Grosse Pointe, Wayne County, Michigan, is hereby vacated:

That portion of Goethe Street (58.91 feet wide) from the Westerly line of University Pk. (60 feet wide) to the Westerly line of the Grosse Pointe Colony Subdivision of Lots 28-29 and 30 as recorded in Liber 34, Page 46, and the Westerly line of the Grosse Pointe Colony Subdivision of Lots 16, 27, 33, 34 & 35, as recorded in Liber 31, Page 97, Wayne County Records, reserving and retaining an easement on, over, along, across, under, above and through the westerly 15 feet of the above described vacated street for public utility purposes including use for sewers, sewer manhole, utility mains, conduits and poles, together with an easement for access for the maintenance and/or installation thereof but not for public travel or transportation.

IT IS FURTHER RESOLVED that, ownership of the storm water catch basin and storm water pipes in the vacated area will be abandoned by the City, and the "Property Owners", Richard and Melissa Lucassian and Timothy and Elizabeth Kruse, will be responsible for maintaining or removing them.

IT IS FURTHER RESOLVED that, the City and the adjacent Property Owners have agreed to the following:

(a) The City will remove the street signal adjacent to the vacated street at City cost when the vacated street is reconfigured with driveways.

(b) Until reconfigured, the Property Owners are required to install "Do Not Enter" or "Private Driveway" signs and/or physical medians or barriers at the entrance to the vacated street to prevent public traffic from entering private property.

(c) Upon removal of the vacated street, curbs on University and the sidewalk for University will be extended to the driveways and in between the driveways for a continuous curb and sidewalk in accordance with City standards. The cost of these improvements will be borne by the Property Owners, jointly and severally, and the final construction shall be subject to inspection and approval by the City.

(d) Final re-development plans, that will conform generally to the attached conceptual plans, Exhibit A, will be submitted to the City for approval. Specific written approval is required for all work in the City right-of-way.

IT IS FURTHER RESOLVED that the Council of the City of Grosse Pointe, pursuant to Section 257 of the Subdivision Control Act [MCL 560.257], determines that it is necessary for the health, welfare, comfort and safety of the people of the City of Grosse Pointe, Michigan, to discontinue ownership of the described portion of Goethe Street; and

IT IS FURTHER RESOLVED, that pursuant to Sections 256 and 257 of the Subdivision Control Act [MCL 560.256 and 257], the City Clerk of the City of Grosse Pointe is directed to, and shall, within thirty (30) days, record a certified copy of this Resolution with the Wayne County Register of Deed and send a copy thereof to the State Treasurer.
Adopted by the following vote:

AYES:  Juip, Parthum, Stempfle, Thomas, Walsh, Williams, Mayor Tomkowiak
NAYS:  None

RESOLUTION DECLARED ADOPTED.

PROPOSED MASTER PLAN UPDATE – SCOPE AND SCHEDULE

An update to the City’s Master Plan is recommended as part of the MEDC Redevelopment Ready Communities actions. Last updated in 2012, the Michigan Planning Act recommends an update or new plan every five years. With the recent completion of the Mack Avenue commercial corridor rezoning recommended in the last Master Plan, it is now time to start the process for a Master Plan update. The scope of the Master Plan update is intended to not only meet the requirements of the Michigan Planning Act, but to ensure the updated Master Plan includes items deemed a best practice by the RRC program. The “Essentials” level of certification was discussed along with requirements to achieve the RRC’s highest certification.

City Planner Jackson provided details on the scope and schedule to conduct a five-year update of the Master Plan to incorporate the needed changes identified by staff and the MEDC. Mr. Jackson discussed the various steps proposed and public participation, public engagement and community outreach. The proposed adoption schedule was reviewed and discussed. Mr. Jackson described the complete street policy. Discussion took place regarding what level of certification the City was currently at and the funding for the update.

It was the consensus of the City Council that the City proceed with the scope and schedule for a Master Plan Update as presented.

APPROVAL OF CHANGE ORDER AND AMOUNT – PIA FACILITIES CONTRACT

City Manager Dame made the following report:

In 2018, the City entered into a Guaranteed Maximum Price contract with Partners in Architecture to design and construct three needed public facilities for a single guaranteed price. This creative arrangement allowed for the City to adjust the plans and designs for all three buildings, Public Safety, Public Works and Court/Council Chambers, depending on actual bid out costs for construction or changes in plans. Plans did have to be adjusted to reflect change in location for the Public Works building, the cost of construction in the Public Safety building due to steel tariffs, and the rising costs of construction for the Court due to the time it took to finish the two other facilities and COVID-19. The change order relating to the water main branching off Maumee was discussed and it was noted that the change order amount was reimbursed by the Water and Sewer Fund. It was noted that for the rest of the project, it was agreed by the City that the project team would simply charge the actual design, engineering, and construction oversight costs for the project, rather than go through the change order process with its standard markup fees set in the original contract. Mr. Dame discussed the multiple unexpected changes in design and scope and their related costs. Despite these higher contingency costs, the overall project was managed in a way to ensure that the guaranteed maximum price was still not only met, but reduced. Consequently, to reflect that the three projects in total came under the GMP, a second change order is needed to reflect the savings and the final contract price.

The Council thanked the City Manager, Partners in Architecture, DeMaria staff, and City staff for the diligent work on the three facilities and for keeping the project under budget despite many challenges.

Motion by Council Member Parthum, second by Council Member Thomas, to approve Change Order #2 reducing the contract cost by $96,676 resulting in a Final Contract Amount of $12,627,938.16.

UNANIMOUSLY ADOPTED.

MAIN STREET GROSSE POINTE – REQUEST AND PURCHASE OF NEW BENCHES

Main Street Grosse Pointe had adopted a request that the $50,000 in Capital Project Funds the City committed to use in The Village at Main Street Grosse Pointe’s discretion be used for replacement of as many benches as possible. The City’s budget also includes funds for replacement of benches and garbage cans, and the Grosse Pointe Boat Club and the City of Grosse Pointe Foundation each have been raising funds for bench replacement in the marina. City staff and Main Street Grosse Pointe have worked together to find suitable replacement benches and three companies have provided proposals
for new six-foot benches. All three companies were asked to provide proposals based on $50,000 for the Village and ten additional benches for Neff Park. Discussion took place regarding the style and material of the benches and the local distributor.

Keystone Ridge Designs, Butler, PA $62,428
Includes 10 benches for Neff Park and 37 for Village ($1,328 per bench)

Penchura, LLC of Brighton, MI $63,394
Includes 10 benches for Neff Park and 37 for Village ($1,348 per bench)

Landscapeforms.com of Kalamazoo, MI $71,810
Includes 10 benches for Neff Park and 22 for Village ($2,244 per bench)

Motion by Council Member Walsh, second by Council Member Thomas, to authorize the purchase of benches from Keystone Ridge Designs for the amount of $62,428.

UNANIMOUSLY ADOPTED.

STAFF REPORTS

Parks and Recreation Director Hardenbrook provided an update on park facilities, swim team and swim lessons.

COUNCIL COMMENT

The City Council commented on the following topics:

- The City Council welcomed the Boy Scouts to the meeting and encouraged them to stay engaged with their local government.
- Appreciation was expressed to all those involved in the facilities project and for keeping the costs under budget.
- The City Council was grateful to be meeting in person again in a beautiful, new Council Chamber.

CLOSED SESSION

Motion by Council Member Stempfle, second by Council Member Parthum, to go into closed session for a performance evaluation requested by a public official.

ROLL CALL

Ayes: Julpt, Parthum, Stempfle, Thomas, Walsh, Williams, Mayor Tornkowiak
Nays: None

MOTION CARRIES.

The Council met in closed session from 7:45 p.m. to 8:12 p.m. The City Council reconvened in open session at 8:13 p.m.

MANAGER CONTRACT

Motion by Council Member Juip, second by Council Member Parthum, to approve a 2.5% raise in base pay for the City Manager effective July 1, 2021, and also to approve a bonus in the amount of $5,500 to be paid by July 31, 2021. The City attorney was instructed to prepare an amended employment agreement with these new terms and all other terms as historically agreed to.

UNANIMOUSLY ADOPTED.

On Motion, the meeting was adjourned at 8:16 p.m.

Julie E. Arthurs, City Clerk
City of Grosse Pointe
**Council Meeting**  
*July 19, 2021*

**TITLE:** Approval of Invoices – Confirming  
**DATE:** July 19, 2021

**SUMMARY:** The following invoices are submitted for review:

- **a) Grosse Pointes Clinton Refuse Disposal**  
  - Refuse Disposal, April - May 2021, $7,711.69

- **b) Medstar**  
  - Ambulance Services, 7/1/20 – 6/30/21, $23,750.00

- **c) City of Grosse Pointe Park**  
  - Dispatch Services, 4/1/21 – 6/30/21, $28,215.00  
  - Swat Fee, 2021-2022, $3,000.00

- **d) Great Lakes Water Authority**  
  - Sewage, June 2021, $75,400.00

- **e) Anderson, Eckstein, & Westrick, Inc.**  
  - 2021 Street Improvement Program, 5/10/21 – 6/6/21, $25,017.00

- **f) City of Grosse Pointe Farms**  
  - Water, 4/1/21 – 6/30/21, $190,047.34

- **g) GFL**  
  - Recycling, July 2021, $9,550.00

- **h) State of Michigan**  
  - Fisher Streetscape, June 2021, $7,566.36

- **i) Art Tucker**  
  - Water Main Repair, June 2021, $5,100.00

- **j) Partners in Architecture**  
  - New Facilities, Payment 20, $298,798.08

**FINANCIAL IMPACT:** $674,155.47

**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
**Grosse Pointes-Clinton Refuse Disposal**  
C/O Lynn Gustafson, CPA, PLLC  
4454 Woodridge Court  
Waterford, MI 48328

**Bill To:**  
City of Grosse Pointe  
Accounts Payable  
17147 Maumee Road  
Grosse Pointe, MI 48230

**Ship to:**  
City of Grosse Pointe  
Accounts Payable  
17147 Maumee Road  
Grosse Pointe, MI 48230

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Subtotal: 7,711.69  
Sales Tax:  
Total Invoice Amount: 7,711.69  
Payment/Credit Applied:  
**TOTAL** 7,711.69
Medstar, Inc.
380 North Gratiot
Clinton Township, MI 48036
Phone: 586-468-6510
Email: lkort@medstarambulance.org

INVOICE

INVOICE #: INV-000091
DATE: 06/30/2021
DUE DATE: 07/31/2021

TOTAL AMOUNT: $23,750.00
TOTAL DUE: $23,750.00

BILL TO: CITY OF GROSSE POINTE
         17147 MAUMEE AVE
         GROSSE POINTE, MI 48230

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TOTAL AMOUNT: $23,750.00

Medstar, Inc.
380 North Gratiot
Clinton Township, MI 48036

CUSTOMER ID - NAME: C-000379 - CITY OF GROSSE POINTE
INVOICE #: INV-000091

BILL TO: CITY OF GROSSE POINTE
         17147 MAUMEE AVE
         GROSSE POINTE, MI 48230

REMIT TO: Medstar, Inc.
         380 North Gratiot
         Clinton Township, MI 48036

TOTAL DUE: $23,750.00
AMOUNT ENCLOSED:

01-301-835-700
City of Grosse Pointe Park
15115 EAST JEFFERSON AVENUE
GROSSE POINTE PARK, MICHIGAN 48230

July 6, 2021

City of Grosse Pointe
17147 Maumee
Grosse Pointe MI 48230

Dispatch Services (April 1 – June 30, 2021) $28,215.00
2021 – 2022 Swat Fee $3,000.00

$31,215.00

MAKE CHECK PAYABLE TO CITY TREASURER GROSSE POINTE PARK
GLWA
Great Lakes Water Authority

CITY OF GROSSE POINTE
BONNIE KLOBUCAR, ACCT. PAY
17147 MAUMEE AVE
GROSSE POINTE, MI 48230

www.glwater.org

SEWER INVOICE
Account Name GROSSE POINTE
Account Number 200-0631-S
Billing Date 07/01/2021
Due Date 08/16/2021

Billing Inquiries: (313) 964-9027

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

PREVIOUS BALANCE
ADJUSTMENTS AND PAYMENTS APPLIED

CURRENT CHARGES
06/01/2021 - 06/30/2021

SEWAGE MONTHLY FIXED CHARGE

PREVIOUS AMOUNT DUE $0.00

TOTAL DUE $75,400.00

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

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AMOUNT REMITTED $75,400.00

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

24 200063119 000007540000 2
CITY OF GROSSE POINTE  
ATTN: PETE RANDAZZO  
17147 MAUMEE  
GROSSE POINTE, MI 48230

Project: 0155-0222-0  
2021 STREET IMPROVEMENT PROGRAM

Professional Services from May 10, 2021 to June 6, 2021

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Reimbursable Expenses

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Total this Invoice $25,017.00

June 15, 2021
Project No: 0155-0222-0
Invoice No: 0131785

Please include the project number and invoice number on your check.

204-440-976.313
City of Grosse Pointe Farms  
90 Kerby Rd  
Grosse Pointe Farms, MI 48236

KIMBERLY KLEINOW  
CITY OF GROSSE POINTE  
17147 MAUMEE  
GROSSE POINTE, MI 48230

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NOTES: APRIL 1, 2021 THRU JUNE 30, 2021

PLEASE MAKE CHECKS PAYABLE TO: CITY OF GROSSE POINTE FARMS

Total Invoice: $190,047.34  
Credits Applied: $0.00  
Payments Applied: $0.00  
Invoice Balance: $190,047.34

Please keep top portion for your records  
Please detach bottom portion and return with payment

REMIT PAYMENT TO:  
CITY OF GROSSE POINTE FARMS  
90 KERBY RD  
GROSSE POINTE FARMS, MI 48236

CUSTOMER:  
KIMBERLY KLEINOW  
INVOICE DESCRIPTION:  
WATER BILLING GPC
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 #: 001661539

| FRESH BILL BALANCE | 10,200.00 |
| CURRENT ACCOUNT | 10,200.00 |
| TOTAL ACCOUNT BALANCE | 9,875.00 |
| TOTAL NEW CHARGES | 10,525.00 |

INVOICE NUMBER: 0050272096
INVOICE DATE: 06-14-21
SERVICE PERIOD: JULY

DATE           DESCRIPTION                       CITY X UNIT PRICE  TOTAL
---            -------------------------------          --------           ------
*** SiteID 00001 - CITY OF GROSSE POINTE
07-01-21      RESIDENTIAL HAND PICK UP On-Call     2400.00           10,200.00
Sub Total Services Only:                                      10,200.00
Sub Total Taxes, Oil/Environmental & Fees:                     0.00
Site Sub Total:                                                10,200.00

Total New Charges

9550

IMPORTANT NEWS:

GFL Environmental Offers Pay-By-Phone!
Call 1-800-647-9946. Choices. Checking, Visa, Discover, American Express and Mastercard are accepted.
For Customer Service and Account Inquiries, please call (586) 964-1500
Convenience. It's fast! Your statement is online right now. Control. You decide how and when to pay. To Enroll:
myaccount.gflenv.com

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.

 phủ>Your Signature

[Signature]
326-528-8156 6-25-21

Amount Enclosed $ 

CUSTOMER ACCOUNT #: 001661539
INVOICE NUMBER: 0050272096
PAYMENT DUE: UPON RECEIPT
TOTAL AMOUNT DUE: $10,525.00

Check here and see reverse for address and phone corrections:

10390442-6976-111 5976 1 AB 0.428 16

CITY OF GROSSE POINTE
17147 MAUMEE AVE
GROSSE POINTE MI 48230-1534

GFL ENVIRONMENTAL
PO BOX 791519
BALTIMORE, MD 21279-1519

00502720960166153900010200000010525009000
Remit to:
State of Michigan
Attn: Finance Cashier
P.O. Box 30648
Lansing MI 48909

Bill to:
CITY OF GROSSE POINTE
ATTN: CITY TREASURER
17147 MAUMEE AVE.
GROSSE POINTE MI 48230

☐ Please check if address has changed. Write correct address on back of stub and attach with payment.

Payment Method: Check ☐ Money Order ☐
Please write Customer Account No. on front of Check or Money Order. DO NOT MAIL CASH

Please detach the above stub and return with your remittance payable to Dept. of Transportation

---

Transportation

---

ORIGINAL

Customer Account Number: MDOT00181
Statement Closing Date: 07-05-21

Customer Name: CITY OF GROSSE POINTE

---

Current Period Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Transaction ID</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>06-30-21</td>
<td>CARE1591REIM21001212</td>
<td>$7,566.36</td>
</tr>
</tbody>
</table>

---

Important Customer Information

Contact:
591

---
Michigan Department of Transportation

Statement Date: 07/07/2021

MDOT00181 - CITY OF GROSSE POINTE

Program: 129411CON
Federal Project: 1800253

Description: Fisher Road The city of Grosse Pointe will construct a streetscape along Fisher Road from Maumee Avenue to St. Fisher Road from Maumee Ave to St. Paul Ave., city of Grosse Pointe

Phase: 01 Construction Contract

<table>
<thead>
<tr>
<th>Funding Profile</th>
<th>Fed Pro Rata</th>
<th>Jnl Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A00004</td>
<td>81.85</td>
<td>2018-5019 GROSSE POINTE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Current Budget</td>
</tr>
<tr>
<td>Federal</td>
<td></td>
<td>383,859.75</td>
</tr>
<tr>
<td>Local</td>
<td></td>
<td>179,177.38</td>
</tr>
</tbody>
</table>

Phase: 03 Advertising

<table>
<thead>
<tr>
<th>Funding Profile</th>
<th>Fed Pro Rata</th>
<th>Jnl Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A00004</td>
<td>81.85</td>
<td>2018-5019 GROSSE POINTE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Current Budget</td>
</tr>
<tr>
<td>Federal</td>
<td></td>
<td>409.25</td>
</tr>
<tr>
<td>Local</td>
<td></td>
<td>90.75</td>
</tr>
</tbody>
</table>

Vendor Code | Vendor Legal Name | Vendor Alias/DBA Name
---|-------------------|---------------------|
MDOT00181 | CITY OF GROSSE POINTE | |

Instruction: Remit this listing of Balance Due by Program with the payment. Payments will be applied to all programs with a balance due, unless otherwise noted.

Statement Date: 07/07/2021

Remittance Information:
State of Michigan
Attention: Finance Cashier
P.O. Box 30648
Lansing, MI 48909

Program | Balance Due
---|-----------------|
129411CON - Fisher Road from Maumee Ave to St. Paul Ave., city of Grosse Pointe | 7,556.36
CITY OF GROSSE POINTE
17147 MAUMEE
GROSSE POINTE, MI 48230

JUNE 23, 2021

JOB DESCRIPTION: REPAIR WATER MAIN BREAK
JEFFERSON AT ISLAND LANE

6-22-21 BREAK OUT STREET. EXCAVATE DOWN TO WATER MAIN.
REPAIRED 6" WATER MAIN. BACKFILL WITH 21-AA
CRUSHED CONCRETE. HAULED OUT SPOILS. $ 5,100.00

TOTAL AMOUNT DUE ........................................................................................................ $ 5,100.00

[Signature]

[Amount] 592-55-1 937 100
# Application and Certificate for Payment for a Design-Build Project

**TO OWNER:**
City of Grosse Pointe  
17147 Maumee Avenue  
Grosse Pointe, MI 48230

**PROJECT:**
City of Grosse Pointe-DPW, DPS & Court  
17147 Maumee Avenue  
Grosse Pointe, MI 48230

**APPLICATION NO:** 020  
**PERIOD TO:** May 31, 2021

**CONTRACT FOR:** General Construction  
**CONTRACT DATE:**  
**PROJECT NOS:** 18-109 /

**FROM**
PARTNERS in Architecture  
Design-Build, LLC  
65 Market Street, Suite 200  
Mount Clemens, MI 48043

**DESIGN-BUILDER**

<table>
<thead>
<tr>
<th>DESIGN-BUILDER’S APPLICATION FOR PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application is made for payment, as shown below, in connection with the Contract. AIA Document G743™, Continuation Sheet for a Design-Build Project, is attached.</td>
</tr>
<tr>
<td>1. ORIGINAL CONTRACT SUM .......................... $12,627,250.00</td>
</tr>
<tr>
<td>2. NET CHANGE BY CHANGE ORDERS .................. $97,444.16</td>
</tr>
<tr>
<td>3. CONTRACT SUM TO DATE (Line 1 ± 2) .......... $12,724,694.16</td>
</tr>
<tr>
<td>4. TOTAL COMPLETED &amp; STORED TO DATE (Column G on G743) ........ $12,050,066.38</td>
</tr>
<tr>
<td>5. RETAINAGE:</td>
</tr>
</tbody>
</table>
| a. 0% of Completed Work  
(Column D + E on G743) ........ $0.00 |
| b. 0% of Stored Material  
(Column F on G743) ........ $0.00 |
| Total Retainage (Lines 5a + 5b or Total in Column I of G743) .......... $0.00 |
| 6. TOTAL EARNED LESS RETAINAGE .................... $12,050,066.38 |
| (Line 4 Less Line 5 Total) |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ........ $11,751,268.30 |
| (Line 6 from prior Certificate) |
| 8. CURRENT PAYMENT DUE ................................ $298,798.08 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE ........ $674,627.78  
(Line 3 less Line 6) |

The undersigned Design-Builder certifies that to the best of the Design-Builder's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Design-Build Documents, that all amounts have been paid by the Design-Build for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**DESIGN-BUILDER**  
David J. Gesse  
Date: June 01, 2021

State of: MI  
County of: Macomb

Subscribed and sworn to before me this 157 day of June, 2021

Notary Public: Elia M. Pacella  
My Commission expires: September 25, 2023

**CERTIFICATE FOR PAYMENT**

In accordance with the Design-Build Documents, based on the Owner's review of the Work and the data comprising this application, the Owner determines the following amount is properly due and owing to the Design-Builder.

**AMOUNT DUE** ........................................... $298,798.08

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
**Council Meeting**

*July 19, 2021*

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Grosse Pointe Pride March</th>
<th>DATE:</th>
<th>July 14, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUMMARY:</td>
<td>WE GP requests to hold a “Grosse Pointe Pride March” event on Saturday August 14, 2021. Attached is a copy of the organization’s parade information along with a copy of the Hold Harmless Agreement and route map. (This event was approved for June 26, 2021, then canceled because of weather.) The event will begin at 10:00 am at Grosse Pointe South, ending at 11:30 am. The march will proceed north on Fisher to Kercheval and then west on Kercheval, using the north side of the road, to Cadieux. The south side of Kercheval will then be used as the return route following the same path. The group has secured parking from Grosse Pointe South High School and has musicians that will perform at Grosse Pointe South and in the plaza areas in the Village. The group has twenty parade marshals scheduled, who will be used to direct the parade and provide any cleanup if necessary. With the unknown number of attendees and in an effort to provide the safest environment possible, it will be necessary to have additional Public Safety Officers available. Bike officers will be brought in to provide the additional support. However, the ordinance does provide the ability for Council to waive the first $500 of costs to a non-profit organization and the cost associated with the additional personnel will be below that mark.</td>
<td>FINANCIAL IMPACT:</td>
<td>Any costs associated will be reimbursed by WE GP, in excess of $500.</td>
</tr>
</tbody>
</table>

| RECOMMENDATION: | Staff recommends the approval of the event. |

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

| PREPARED BY: | John Alcorn | TITLE: | Director of Public Safety |
**GROSSE POINTE**

**SPECIAL EVENT PERMIT APPLICATION**

**Re-scheduled from 6/26**

Applications shall be submitted to the City Manager's Office no later than seventy-five (75) days prior to the date of the actual event.

**SPONSOR/CONTACT INFORMATION**

<table>
<thead>
<tr>
<th>Name of Sponsor</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>WECP</td>
<td>Shannon Byrne</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Address</th>
<th>Contact Telephone</th>
<th>Contact Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>62 Clevele Rd</td>
<td>(313) 393-0910</td>
<td><a href="mailto:shannonkbyrne@gmail.com">shannonkbyrne@gmail.com</a></td>
</tr>
<tr>
<td>6235 F, MI 48236</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EVENT INFORMATION**

**Name of Outdoor Event:** WECP Pride March by WECP

**Event Date:** 6/26

**Event Time:** From 12:00 pm to 11:30 pm

**Event Location:** Map

**Event Setup Time:** From 7:00 am to 9:00 am

**Number of Estimated Attendees:** 1,000

**STREET CLOSURES AND PARKING**

- March on sidewalk along route

- **Street(s):** will not be closed

- **Closed streets and blocks:**

- **Lines this street have access to a parking lot:** Y

- **If yes, what is the lot number and location:**

- **Let any other parking related requests or considerations:**

**CITY SERVICES AND OTHER REQUESTS**

- **Alcohol:** will not be served other than inside currently licensed establishments

- **Barricades:** will not be used

- **Flood:** will not be served other than inside licensed restaurant

- **Portable Restrooms:** will not be used
INSURANCE

Proof of Liability Insurance for the Event

[ ] is not attached

The City requires that all sponsors of special events carry liability insurance. Prior to the approval of a special event, the City requires the sponsor(s) to obtain a special event insurance policy that includes listing the City of Grosse Pointe as an additional insured and an Indemnification of the City if the event infringes City property. The minimum coverage is $500,000 per occurrence, $1,000,000 in total, and $1,000,000 per occurrence and $3,000,000 in total for an event with alcohoh.

SPECIAL EVENT FEES

Fees shall be charged for City services provided to Special Events as follows (Sec. 56-67, Ord. 424):

(a) Hourly Rate shall be the hourly cost for any employee working on a special event as established by the City Administration. Hourly Rate may include expenses related to the employee including fringe benefits, overhead, and overtime, if required for the event.

(b) Purchased or Rented Materials shall include all direct costs for all materials purchased or rented by the City of Grosse Pointe for use at the event. An administrative fee of 5% shall be added to all purchased or rented material to cover costs related to order processing and vendor payment.

(c) Equipment Charges shall be the current equipment rental rate charged by the City.

A cash deposit, performance bond or other security acceptable to the City may be required in an amount equal to the amount estimated by the City to be billed for City Fee as described above.

RENTAL CHARGE FACILITY FEE

Events which are not City sponsored shall be charged a rental fee for use of public areas such as parks or streets, in addition to the City Event Fee provided herein. The rental fee shall be set by the City Administration in consultation with the applicant, based on the overall economic impact of the event, and subject to final approval by the City Council as part of the Special Event Application approval, or by an approved fee schedule. The City credits $500 of the fee for events sponsored by non-profits.

ADDITIONAL ITEMS: Please include the following with this application.

[ ] Written narrative describing event, including a list of all participating merchants, vendors and exhibitors, as well as any amplified presenters and/or musical events.

[ ] Map or event showing tents/temporary structures, utility lines, lighting, barriers, and power sources.

APPLICANT/CONTACT SIGNATURE

[Signature]

[Printed Name]

[Date]
INDEMNIFICATION

The ________________ (organization) agrees to protect, defend, indemnify and hold harmless the City of Grosse Pointe and its officers, employees and agents from any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof.

The ________________ (organization) further agrees to investigate, handle, respond to, and provide defense against such claims, etc., at its sole expense and agrees to bear all other costs and expenses thereto, even if such claims are groundless, false or fraudulent.

Agreement is in effect during the ________________ event on ________________.

__________________________
Signature of Representative of Organization.
**Council Meeting**  
**July 19, 2021**

<table>
<thead>
<tr>
<th><strong>TITLE:</strong></th>
<th>Intergovernmental Agreement with the City of Grosse Pointe Park for Urban Forestry Supervisory Services</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE:</strong></td>
<td>July 19, 2021</td>
</tr>
</tbody>
</table>

**SUMMARY:** The City does not have a certified arborist on staff to oversee its tree replacement and maintenance and other urban forestry programs. The City of Grosse Pointe Park does have a full-time Forestry Supervisor with 24 years of municipal experience, education, training and certifications. Since 2017, the City has had an intergovernmental agreement would allow the City of Grosse Pointe to utilize the services of the Park’s Forester on an hourly basis. The Forester helped complete a tree inventory and worked with the Urban Forestry Commission to develop a master plan for the City’s street trees for which the City received recognition. Under this update agreement, the Forester would oversee the day-to-day urban forestry activities of the City including the identification of dead or diseased trees, removal, purchase and replacement of trees as well as oversight of the work of contracted tree maintenance companies and the pruning conducted by other City staff.

**FINANCIAL IMPACT:** The cost per hour is proposed for $73.52, an substantial increase over the current $54 per hour. Given the City was only notified of the proposed increase in fees on June 22, this increase was not budget. To keep in line with the already approved budget starting July 1, the City will use services of the Forester one day a week, instead of the current day and a half. The City of Grosse Pointe Farms currently has a similar agreement at the same rate with the Park for one day a week as well.

**RECOMMENDATION:** Motion to approve the revised intergovernmental agreement with the City of Grosse Pointe Park for urban forestry supervisory services

<table>
<thead>
<tr>
<th><strong>PREPARED BY:</strong></th>
<th>Pete Dame</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TITLE:</strong></td>
<td>City Manager</td>
</tr>
</tbody>
</table>
INTER-GOVERNMENTAL
CONSULTING AGREEMENT

The City of Grosse Pointe Park, a Michigan municipal corporation, 15115 E. Jefferson, Grosse Pointe Park, Michigan, 48230 ("Park") and the City of Grosse Pointe, a Michigan municipal corporation, 17147 Maumee Avenue, Grosse Pointe, MI 48230 ("City") agree as follows:

1. Beginning July 1, 2021, the City will retain Grosse Pointe Park’s Forestry Supervisor as an independent supervisor ("Supervisor") to provide the services relating to the oversight of the City’s urban forestry functions in cooperation with and as directed by Grosse Pointe City’s City Manager or his designee. The Forestry Supervisor will allow the City to provide his business phone number to be given out for the purpose of this Agreement and return calls during the normal business hours of the City.

2. The Forestry Supervisor will be compensated on an hourly basis at the rate of $73.52 per hour for his or her services payable to the City of Grosse Pointe Park. In addition, Supervisor shall be provided a City owned cellular phone, limited to use in connection with this Agreement.

3. It is understood that Supervisor is an employee of Grosse Pointe Park and is not an employee or partner of the City and shall not hold himself out to the public as an employee or partner of the City.

4. The Supervisor shall maintain all his/her current licenses and other Grosse Pointe Park requirements for holding his/her position, including an arborist certification.

5. Grosse Pointe Park is responsible for the payment of all required taxes on Supervisor’s compensation, whether federal or state.

6. Supervisor may engage in any other work or business and is not required to devote all his time and energy to the City. Supervisor will not work in the City more than 30 hours in a two-week payroll period.

7. Supervisor shall not be subject to the provisions of the City’s personnel handbook or other regulations applicable to the City’s employees.

8. Supervisor shall not disclose the City’s records or other information to anyone other than City employees as directed by the Grosse Pointe City’s City Manager. All work product created by performance under this Agreement and all files, documents, software, hardware, and other physical property shall remain under the ownership of the City and shall not be removed from the City property except as necessary to perform the services under this Agreement.

9. Grosse Pointe Park may not assign this Agreement to another entity.
10. This Agreement shall continue from July 1, 2021, until June 30, 2022, at which time new rates will be implemented and shall be extended annually unless terminated.

11. This Agreement may be terminated by either party without cause on sixty (60) days written notice.

12. This Agreement shall be subject to and governed by the laws of the State of Michigan.

13. No changes, modifications, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.

Dated: ________________________________

CITY OF GROSSE POINTE PARK

Nick Sizeland, City Manager

Jane M. Blahut, City Clerk

CITY OF GROSSE POINTE

Sheila Tomkowiak, Mayor

Julie E. Arthurs, Clerk