

# City Commission Meeting September 13, 2022 Agenda

Honorable Mayor, City Commissioners and Residents: This shall serve as your official notification of the Regular City Commission Meeting to be held Tuesday, September 13, 2022, at 7:30pm, in the City Commission Chambers, Pleasant Ridge City Hall, 23925 Woodward Avenue, Pleasant Ridge, MI 48069. The following items are on the Agenda for your consideration:

## **REGULAR CITY COMMISSION MEETING - 7:30 P.M.**

- 1. Meeting Called to Order.
- 2. Pledge of Allegiance.
- 3. Roll Call.
- 4. PUBLIC DISCUSSION items not on the Agenda.
- 5. Governmental Reports.
- 6. City Commission Liaison Reports.
  - Commissioner Lenko Ferndale Public Schools.
  - Commissioner Perry Planning/DDA.
  - Commissioner Schmier Historical Commission.
  - Commissioner Budnik Recreation Commission.

### 7. Consent Agenda.

All items listed on the Consent Agenda are considered to be routine by the City Commission, will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of these items unless a City Commissioner or visitor so requests, in which event, the item will be removed from the consent agenda and considered as the last item of business.

- a. Minutes of the Regular City Commission Meeting held Tuesday, August 9, 2022.
- b. Monthly Disbursement Report.
- c. Proclamations recognizing September as National Suicide Prevention and Recovery Month.
- d. Appointment of Amy M. Allison, as officer delegate to the Municipal Employee's Retirement Systems (MERS) Annual Meeting to be held annually.
- e. Oakland County ARPA funding for Local Government Critical Infrastructure Planning Grant.
- f. 2023 Annual MDOT Permit for work on State Trunkline Right of Way.

### 8. 24 Cambridge Lot Split Request.

9. Main Street Transfer to the Michigan Department of Transportation (MDOT).

- 10. Community Pool Filter Replacement Proposal.
- 11. Dog Park Lighting discussion.
- 12. City Manager's Report.
- 13. Other Business.
- 14. Adjournment.

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the City at least seventy-two (72) hours in advance of the meeting, if requesting accommodations. If you have any ADA questions, please call the Clerk's Office (248) 541-2901.



**City of Pleasant Ridge** 23925 Woodward Avenue Pleasant Ridge, Michigan 48069

# City Commission Meeting August 9, 2022

Having been duly publicized, Mayor Scott called the meeting to order at 7:30pm.

Present:Commissioners Budnik, Lenko, Perry Schmier, Mayor Scott.Also Present:City Manager Breuckman, City Attorney Need, City Clerk Allison.Absent:None.

#### **Public Discussion**

Deb Hemmye, Huntington Woods Library Director, gave a brief report of upcoming events and purchases related to the Huntington Woods Library.

### **Governmental Reports**

None

#### City Commission Liaison Reports

Commissioner Budnik – Recreation Commission. Discussed events for the remainder of the summer. Next meeting October 26<sup>th</sup>.

Commissioner Lenko – Ferndale Public Schools. July 27<sup>th</sup> meet the superintendent event was well attended. School Board Meetings are available on YouTube and online and are held the last Monday of the month. Discussion regarding the relocation of the toddler playground area during the transition from an elementary school site to the CASA site.

Commissioner Perry – Planning/DDA. No meeting. Next meeting October 24<sup>th</sup>, July 25<sup>th</sup> meeting is cancelled. Will consider drive-through moratorium and discuss future planning.

Commissioner Schmier – Historical Commission. No meeting held since last meeting. Discussed museum opening times, pewabic tile sales.

#### Consent Agenda

#### 22-3571

Motion by Commissioner Perry, second by Commissioner Schmier, that the Consent Agenda be approved.

Adopted: Yeas: Commissioners Perry, Schmier, Budnik, Lenko, Mayor Scott. Nays: None.

#### Skymint Marijuana License Application

Breuckman gave a brief overview of the project. City Commission adopted an ordinance to allow two facilities within the city limits. One license has been approved, this applicants project is a request for the second license. Applicant has provided additional information since their original request in May 2022. Nathan Kark, Skymint, provide additional information requested by the City in May. Updated site plan to comply with City feedback to improve traffic flow, exceed parking requirements as required by the City, amended local operations agreement and declaration of restriction and parking easement. Michael Darga, Giffels/Webster, detailed the traffic study and the proposed parking plans. John Wilk, 23680 Woodward, concerns with traffic in allevs and in the neighborhood, believes it will be challenging if this business is allowed to open, how are the residential properties across the alley in Ferndale being impacted, would like City to wait for other establishment to open and evaluate. Breuckman discussed impact to Ferndale property owners. Ordinance is written to protect Pleasant Ridge residents. Hertz will not be a tenant in the location if Skymint is approved per Kark. Joe Papelian, 6 Woodward Heights, believe that his property is within the 200 ft radius. Breuckman has confirmed the measurements to the apartment building. Believes the traffic study will not be accurate. Had issues with Hertz rental car business in the past, glad they will not be there. Concerned about alley traffic, does not want entrance/exit in the alley. Cheri Belton and Kelley Sadler, 3 Woodward Heights, concerns with traffic on Woodward Heights. Believes this will add to the traffic problems on the street that has not been fixed yet. Perry concerned about the signage and getting customers into the parking lot. Kark distributed proposed signage for entry and exit. Perry questioned if Skymint would assist Papelian with fencing or boundary definition. Jeff Hand, 8 Oxford, regarding curb cut, Need reiterated that access to an alley is allowable to any property owner, owners have property rights to that area.

#### <u>22-3572</u>

Motion by Commissioner Perry, second by Commissioner Budnik, that the City of Pleasant Ridge award a marijuana retailer and provisioning center license to District Park LLC (Skymint) subject to the following conditions:

- 1. That the directional entrance sign be moved to SW corner of building and illuminated.
- 2. That the rear entrance be improved to carry the design aesthetic of the front and that those be addressed with final site plan approval.
- 3. That the applicant will work with the abutting property owner in Ferndale to install a fence, as mutually agreed upon.
- 4. That the applicant execute the operating agreement and parking declaration.

### Adopted: Yeas: Commissioners Perry, Budnik, Lenko, Schmier, Mayor Scott. Nays: None.

#### Cork Liquor License

Breuckman indicated this item was postponed from the June meeting. There are license issues between the property owner and the license holder. The license holder has placed the liquor license in escrow. Need indicated the City Commission has some options regarding this issue. Patrick Sheehan, husband of one of the liquor license holders, stated the liquor license holders are at an impasse regarding the sale of the license. Lenko discussed the potential exposure if the City assists the building owner. Need indicated that a letter can be sent since the liquor license owner demanding the license be removed from escrow and returned to the City. There is a potential for a lawsuit by the license owner if the City removes the license from escrow. Kelly Walsh, property owner, no lawsuits have been filed as of this time. Lawyers for both parties have been talking, but they are at an impasse. Breuckman discussed a DDA redevelopment liquor license.

#### <u>22-3573</u>

Motion by Commissioner Lenko, second by Commissioner Budnik, that the City Commission direct City Staff to send a gentle fact-finding letter to the involved parties of the dispute on this matter and that Staff also explore a DDA redevelopment liquor license.

Adopted: Yeas: Commissioners Lenko, Budnik, Perry, Schmier, Mayor Scott. Nays: None.

#### Drive-through Moratorium

#### <u>22-3574</u>

Motion by Commissioner Perry, second by Commissioner Budnik, the City Commission establish a moratorium on requests for approval for drive-through facilities for a period of six months to consider any possible Zoning Ordinance amendments.

Adopted: Yeas: Commissioners Perry, Budnik, Lenko, Schmier, Mayor Scott. Nays: None.

#### City Manager's Report

Bids for Woodward project without green infrastructure work were closer to engineering estimate. Consumers project has wrapped up. Wall damage at service drive and Ridge Rd, MDOT is aware and will be working on it. Open burn is allowed in the City.

#### Other Business

Chris Kogut, 12883 Sherwood, working with Cork to try to get the business running, questions about the operating agreement and the license being put into escrow. Need commented on City options. Budnik announced Fall Harvest Event to be held 9/23/2022 6pm pleasantridgefoundation.org for tickets.

With no further business or discussion, Mayor Scott adjourned the meeting at 9:46pm.

Mayor Bret Scott

Amy M. Allison, City Clerk

#### AUGUST 2022

#### ACCOUNTS PAYABLE

PAYROLL LIABILITIES	\$	12,385.93
ACCOUNTS PAYABLE	\$	290,788.78
TAX LIABILITIES	\$	4,835,618.15
TOTAL	\$	5,138,792.86
<u>P/</u>	AYROLL	
August 10, 2022	\$	63,063.48
August 24, 2022	\$	55,747.51
August 24, 2022	\$	55,747.51

#### CHECK REGISTER FOR CITY OF PLEASANT RIDGE PAYROLL LIABILITIES August 2022

Check Date	Check	Vendor Name	Description	Amount
8/10/2022	6410500437	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 2,674.19
8/10/2022	6410500438	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 925.56
8/10/2022	6410500439	FOPLC	UNION DUES	\$ 240.00
8/10/2022	6410500440	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 660.30
8/10/2022	6410500441	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,832.07
8/24/2022	6410500442	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 2,503.80
8/24/2022	6410500443	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 660.30
8/24/2022	6410500444	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 927.35
8/24/2022	6410500445	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,962.36

TOTAL PAYROLL LIABILITIES

\$ 12,385.93

#### CHECK REGISTER FOR CITY OF PLEASANT RIDGE TAX LIABILITIES August 2022

Check Date	Check Vendor Name		Description	Amount
08/11/2022	2900	CITY OF PLEASANT RIDGE-DDA	2020 TAX COLLECTIONS	\$ 36,853.20
08/11/2022	2901	CITY OF PLEASANT RIDGE-GENERAL	2022 TAX COLLECTIONS	\$ 5,380.65
08/11/2022	2902	CITY OF PLEASANT RIDGE-TAXES	2022 TAX COLLECTIONS	\$ 2,285,058.97
08/11/2022	2903	CORELOGIC CENTRALIZED REFUNDS	2022 TAX OVERPAYMENTS	\$ 20,929.01
08/11/2022	2904	FERNDALE SCHOOL DISTRICT	2022 TAX COLLECTIONS	\$ 979,189.25
08/11/2022	2905	OAKLAND COUNTY BROWNFIELD AUTH	2022 TAX COLLECTIONS	\$ 9,974.49
08/11/2022	2906	OAKLAND COUNTY TREASURER	2022 TAX COLLECTIONS	\$ 1,498,162.64
08/11/2022	2907	RALPH RABILLAS	2022 TAX COLLECTIONS	\$ 69.94

TOTAL TAX LIABILITIES

\$ 4,835,618.15

#### CHECK REGISTER FOR CITY OF PLEASANT RIDGE ACCOUNTS PAYABLE August 2, 2022

Check Date	Check	Vendor Name	Description		Amount
08/02/2022	25541	ACCUSHRED, LLC	SHREDDING SERVICES	\$	58.00
08/02/2022	25542	ANDERSON, ECKSTEIN & WESTRICK	ENGINEERING SERVICES	Ş	10,871.19
08/02/2022	25543	ANDY'S STATEWIDE	PERMIT OVERPAYMENT 22-280 - 66 MAYWOOD	\$	10.00
08/02/2022	25544	BADGER METER, INC.	WATER METER SUPPORT SERVICES	ş	1,152.45
08/02/2022	25545	BLOOMFIELD SPORTS SHOP	SYNCHO SHOW SUPPLIES	\$	310.50
08/02/2022	25546	CANFIELD EQUIPMENT SERVICES	PD VEHICLE MAINTENANCE	Ş	17,500.31
08/02/2022	25547	DAVEY TREE EXPERT COMPANY	TREE MAINTENANCE AGREEMENT	\$	2,072.00
08/02/2022	25548	EUGENE LUMBERG	PROSECUTION SERVICES	\$	843.75
08/02/2022	25549	FLAME FURNACE	AIR CONDITIONING MAINTENANCE-	\$	576.42
08/02/2022	25550	HUNT SIGN COMPANY, LTD	STREETSIGN REPLACEMENT PURCHASES	\$	379.00
08/02/2022	25551	J & J AUTO TRUCK CENTER	PFD VEHCILE MAINTENANCE	\$	337.00
08/02/2022	25552	LAURAN HOWARD	HISTORICAL COMMISSION EXPENSE REIMBURSEM	\$	30.00
08/02/2022	25553	MAJIK GRAPHICS INC	PD VEHICLE MAINTENANCE	\$	675.00
08/02/2022	25554	MIDWEST ENGRAVING	GARDEN CLUB BRICK PAVER PURCHASES	\$	110.40
08/02/2022	25555	NYE UNIFORM	UNIFORM PURCHASES-NOWAK	\$	264.00
08/02/2022	25556	OAKLAND SCHOOLS	PRINTING AND MAILING SUMMER TAX BILLS	\$	516.50
08/02/2022	25557	SOCRRA	REFUSE COLLECTION AGREEMENT	Ş	10,321.00
08/02/2022	25558	SOCWA	WATER PURCHASES	\$	28,390.10
08/02/2022	25559	STREETLIGHT DATA INC	SUBSCRIPTION SERVICES	\$	14,400.00
08/02/2022	25560	TIMOTHY SCHULTZ	SUPPLIES REIMBURSEMENT	\$	57.99
08/02/2022	25561	TOSHIBA FINANCIAL SERVICES	COPIER LEASE AGREEMENT	\$	982.92
08/02/2022	25562	TOWN & COUNTRY POOLS INC	POOL MAINTENANCE SUPPLIES	\$	1,000.75
08/02/2022	25563	W-S CITY OF PLEASANT RIDGE	WATER PURCHASES-CITY BUILDINGS	\$	5,070.35

TOTAL ACCOUNTS PAYABLE

\$ 95,929.69

#### CHECK REGISTER FOR CITY OF PLEASANT RIDGE ACCOUNTS PAYABLE August 11, 2022

Check Date	Check	Vendor Name	Description		Amount
08/11/2022	25564	21ST CENTURY MEDIA-MICHIGAN	LEGAL NOTICE PUBLICATIONS	ş	614.25
08/11/2022	25565	ADKISON, NEED & ALLEN P.L.L.C.	ATTORNEY SERVICES	\$	1,236.75
08/11/2022	25566	BEST CHOICE HOME SERVICES	BUILDING MAINTENANCE SERVICES	\$	1,835.75
08/11/2022	25567	CITY OF FERNDALE	INSPECTION SERVICES-JULY 2020	\$	2,925.00
08/11/2022	25568	DETROIT EDISON COMPANY	STREETLIGHTING SERVICES-JULY 2022	\$	3,802.11
08/11/2022	25569	ELIZABETH O'KEEFE	RECREATION PROGRAM CANCELLATION REFUND	\$	60.00
08/11/2022	25570	FERNDALE PIZZA CO., INC.	RECREATION STAFF PARTY	\$	79.40
08/11/2022	25571	GREAT AMERICA FINANCIAL SRV	TELEPHONE LEASE SERVICES	ş	433.00
08/11/2022	25572	HYDROCORP	CROSS CONNECTION INSPECTION PROGRAM	ş	125.00
08/11/2022	25573	J & J AUTO TRUCK CENTER	VEHICLE MAINTENANCE AND REPAIRS	ş	226.19
08/11/2022	25574	JULIE BRAZEN	RECREATION PROGRAM INSTRUCTOR	\$	171.20
08/11/2022	25575	KATIE MCGOWAN	RECREATION PROGRAM INSTRUCTOR	\$	251.20
08/11/2022	25576	MICH.MUNICIPAL WORKER'S COMP.	WORKERS COMPENSATION INSTALLMENT 2	\$	4,319.00
08/11/2022	25577	MICHAEL CHRISTY	RECREATION PROGRAM INSTRUCTOR	\$	326.40
08/11/2022	25578	MICHIGAN AMMO COMPANY	POLICE DEPARTMENT AMMUNITION SUPPLIES	\$	1,740.00
08/11/2022	25579	NYE UNIFORM	UNIFORM SUPPLIES	\$	90.15
08/11/2022	25580	O'REILY AUTO PARTS	DPW VEHICLE MAINTENANCE	\$	20.57
08/11/2022	25581	OAKLAND COUNTY TREASURER	GWK BOND PAYMENTS	\$	2,458.83
08/11/2022	25582	OAKLAND COUNTY TREASURER	SEWERAGE TREATMENT AND DISPOSAL - JULY 2	\$	52,109.09
08/11/2022	25583	PLANTE & MORAN PLLC	ACCOUNTING SERVICES	\$	4,290.00
08/11/2022	25584	RICH HEIDE	ADULT SWIM MEET CANCELLATION REFUND	\$	10.00
08/11/2022	25585	ROCKET ENTERPRISE, INC	FLAG MAINTENANCE RENEWAL	ş	808.00
08/11/2022	25586	SCHEER'S ACE HARDWARE	DPW MAINTENANCE SUPPLIES	\$	113.49
08/11/2022	25587	THE BANK OF NEW YORK MELLON	GENERAL OBLIGATION BOND PYMT #PLEAGEN03	\$	22,606.25
08/11/2022	25588	UNIFIRST CORPORATION	JANITORIAL SUPPLIES AND MAT RENTAL	\$	228.56
08/11/2022	25589	VICTORIA DICKINSON	RECREATION PROGRAM INSTRUCTOR	\$	1,484.00
08/11/2022	25590	WETMORE TIRE AND AUTO	VEHICLE MAINTENANCE AND REPAIRS-POLICE	\$	122.50
08/11/2022	25591	WEX BANK	FUEL PURCHASES	\$	2,283.09

TOTAL ACCOUNTS PAYABLE

\$ 104,769.78

#### CHECK REGISTER FOR CITY OF PLEASANT RIDGE ELECTRONIC PAYMENTS August 2022

Check Date	Check	Description		Amount	
08/11/2022	3289	MUNICIPAL EMP.RETIREMENT SYST.	RETIREMENT CONTRIBUTIONS-JULY 2022	Ş	45,062.90
08/30/2022	3290	MUNICIPAL EMP.RETIREMENT SYST.	RETIREMENT CONTRIBUTIONS-AUGUST 2022	\$	45,026.41
			TOTAL ACCOUNTS PAYABLE	\$	90,089.31



23925 Woodward Avenue Pleasant Ridge, Michigan 48069

### PROCLAMATION National Suicide Prevention Month September 2022

WHEREAS, September is known as National Suicide Prevention Month and is intended to help raise awareness surrounding suicide prevention resources available in the community; and

WHEREAS, World Suicide Prevention Day is observed each year on September 10th; and

WHEREAS, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion or background; and

WHEREAS, according to the CDC, each year more than 48,000 people die by suicide; and

WHEREAS, during the COVID-19 pandemic, emergency room visits for suspected suicide attempts began to increase among adolescents aged 12-17 years, especially girls; and

WHEREAS, organizations like the National Alliance of Mental Illness (NAMI) and National Suicide Prevention Lifeline, 800-273-TALK (8255) work to help individuals in crisis and provide resources to shed light on this highly stigmatized topic; and

WHEREAS, every year thousands of individuals die by suicide, leaving behind friends and family members to navigate the tragedy of loss. Often feelings of shame and stigma prevent them from talking openly; and

WHEREAS, Oakland Community Health Network (OCHN) is committed to being a Zero Suicide organization and work to cultivate a network of providers who are engaged in the Zero Suicide philosophy.

WHEREAS, it is essential that we educate residents about suicide, mental health and substance abuse problems and the ways they affect all people in the community; and

WHEREAS, we must encourage relatives, friends, co-workers, and providers to recognize the signs of a problem, and guide those in need to appropriate services and supports; and

WHEREAS, Suicide Prevention Month inspires millions of Americans to raise awareness, build resiliency, and find hope.

NOW, THEREFORE the Pleasant Ridge City Commission proclaim the month of September 2022 as Suicide Prevention Month, and calls upon our citizens, government agencies, public and private institutions, businesses and schools to recommit to increasing awareness and understanding of suicide prevention, and the need for appropriate and accessible services to assist individuals in crisis.

**IN WITNESS WHEREOF, I**, Amy M. Allison, duly certified Clerk of the City of Pleasant Ridge, do hereby attest that the foregoing is a true and accurate copy of a Resolution adopted by the Pleasant Ridge City Commission at its Regular Meeting held Tuesday, September 13, 2022.



23925 Woodward Avenue Pleasant Ridge, Michigan 48069

PROCLAMATION National Recovery Month September 2022

WHEREAS, substance use recovery is important for individual well-being and vitality, as well as for families, friends, communities and businesses; and

WHEREAS, according to SAMHSA (Substance Abuse and Mental Health Services Administration), in 2019, 9.5 million people 18 or older had both a substance disorder and a mental illness; and

WHEREAS, we will continue to educate and raise awareness of the risks and potential harm associated with prescription drug misuse; and

WHEREAS, Pleasant Ridge residents should be able to access high quality prevention, support, rehabilitation, and treatment services that lead to recovery and a healthy lifestyle; and

WHEREAS, stigma and stereotypes associated with substance use disorders often keep people from seeking treatment that could improve their quality of life; and

WHEREAS, substance use disorders occur when the recurrent use of alcohol and/or drugs causes clinically or functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school or home; and

WHEREAS, substance use disorder recovery is a journey of healing and transformation, enabling people to live in a community of their choice while striving to achieve his/her full potential; and

WHEREAS, substance use disorder recovery benefits individuals with substance use disorders by focusing their abilities to live, work, learn, and fully participate and contribute to our society, and also enriches the culture of our community.

NOW, THEREFORE the Pleasant Ridge City Commission proclaim the month of September 2022 National Recovery Month, and calls upon our citizens, government agencies, public and private institutions, businesses and schools to recommit to increasing awareness and understanding of substance use, and the need for appropriate and accessible services to promote recovery.

**IN WITNESS WHEREOF, I**, Amy M. Allison, duly certified Clerk of the City of Pleasant Ridge, do hereby attest that the foregoing is a true and accurate copy of a Resolution adopted by the Pleasant Ridge City Commission at its Regular Meeting held Tuesday, September 13, 2022.

Amy M. Allison, City Clerk



James Breuckman, City Manager

From	lim Br	huckman	City	Managor
From:		euckman,	City	ivialiayei

To: City Commission

Date: September 8, 2022

Re: Oakland County ARPA funding for Local Government Critical Infrastructure Planning Grant

# Overview

Oakland County has made \$2.4 million out of the \$244 million the County received under the American Rescue Plan Act of 2021 (ARPA) available as matching grant funding to local communities for water infrastructure planning and design activities.

Pleasant Ridge has been awarded \$45,355 in grant funding under this program.

# Background

This program is a matching grant, which requires a 1:1 local match for all grant dollars awarded. It is also for planning and design activities and does not fund any construction activities. The City applied for grant funds towards our Kensington water main engineering design work and towards the costs of our State Drinking Water Revolving Loan Fund application and project plan development. Those two projects have an expected cost of \$90,710.

# **Requested Action**

City Commission action to authorize the City Manager to execute the attached Interlocal Agreement.

City of Pleasant Ridge 23925 Woodward Ave Pleasant Ridge, Michigan 48069

Dear Mr. Breuckman,

The Oakland County Board of Commissioners has authorized the use of American Rescue Plan Act funding to pay for grants for Local Government Critical Infrastructure Planning.

I am very pleased to inform you that the City of Pleasant Ridge has been selected for a grant award.

The purpose of this funding is to provide matching grants to local governments for project planning, engineering, analysis, and other related professional services in support of critical infrastructure projects.

Project Requirements include:

- •A local government one-to-one match for this grant.
- •Grantees must submit quarterly reporting on the grant fund.
- •Grantees shall submit a final report by the end of the agreement or within 30 days after the project is completed, or whichever date is sooner.
- •Funds received from this grant must be used by Dec. 31, 2026.

I have attached an Interlocal Agreement that needs to be completed, signed, and returned to the address listed in the agreement. Please let me know if you have any questions. I can be reached at the second at the second second

Regards,

Kenneth Dobson American Rescue Plan - Director

# AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN OAKLAND COUNTY AND

City of Pleasant Ridge

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Pleasant Ridge ("Public Body") 23925 Woodward Ave, Pleasant Ridge, Michigan 48069. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

**PURPOSE OF AGREEMENT**. On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include funding for water and sewer infrastructure projects that align with projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF). County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

The Oakland County Board of Commissioners has approved Miscellaneous Resolutions #21-303 and #21-382 assigning \$2,400,000 in ARPA LFRF funding for a grant program to provide Oakland County local governments with financial assistance for costs associated with the planning and design of critical ARPA eligible sewer and water infrastructure projects and a grant administration plan.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its LFRF funds to Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

- 1. **<u>DEFINITIONS</u>**. The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
  - a. <u>Agreement</u> means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
  - b. <u>**Claims**</u> mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal

or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- c. <u>**County</u>** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.</u>
- d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- e. <u>**Public Body**</u> means the City of Pleasant Ridge including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- f. <u>**Public Body Employee**</u> means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 2. <u>**GRANT**</u>. Subject to the terms and condition of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.
  - a. County will distribute \$45,355 in grant funds to Public Body for the project scope it included in its application to the County, which is attached and incorporated into this Agreement as **Exhibit A**.
  - b. PUBLIC BODY UNIQUE ENTITY IDENTIFIER (OR DUNS NUMBER): 083942623
  - c. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
  - d. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
  - e. FEDERAL AWARD DATE: May 28, 2021
  - f. SUBAWARD PERIOD OF PERFORMANCE START AND END DATE: March 1, 2022 – June 30, 2023.
  - g. AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
  - h. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.
  - i. CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: Kenneth Dobson.
  - j. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.

## 3. <u>PUBLIC BODY'S RESPONSIBILITIES.</u>

- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B** attached hereto and incorporated as part of this Agreement.
- b. Public Body shall submit to Oakland County quarterly reporting on the grant funds including:
  - 1. Project progress report including completion of deliverables included in project scope;
  - 2. Accounting of expenses incurred and grant funds expended; and 3. Any other relevant information or records, to be determined by County.
- c. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final Project completion, whichever date is sooner, on the grant funds including:
  - 1. Project completion report;
  - 2. Full accounting of its expenditure of grant funds;
  - 3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
  - 4. Any other relevant information or records, to be determined by County.
- d. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- e. Public Body must comply with any other reporting requirements as may be necessary for accepting the grant funding provided for in this Agreement.

# 4. COUNTY'S RESPONSIBILITIES.

a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.

# 5. <u>PUBLIC BODY AFFIRMATIONS</u>.

- a. Public Body affirms that any and all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- b. Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- c. Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Public Body shall promptly notify County if it receives

insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.

- d. Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance), and the total amount received exceeds the total need for those costs.
- e. Public Body shall use all grant funds it receives under this Agreement by December 31, 2026. Any grant funds not used by that date must be returned to County.
- f. Public Body understands that the grant funds it receives under this Agreement are a subaward of County's LFRF funds, and that County is required to manage and monitor any subrecipient of LFRF funds. Therefore, Public Body agrees to comply with any subrecipient monitoring requirements established by County or by Federal law.
- 6. **<u>REPAYMENT REMEDIES</u>**. Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body's use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
- 7. <u>TAX LIABILITY</u>. County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.
- 8. <u>**CONFLICT OF INTEREST.</u>** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public</u>

Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on

the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.

9. <u>ACCESS TO RECORDS AND AUDIT</u>. Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered "other federal financial assistance" under Title 2 C.F.R. 200 - Uniform

Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards ("Uniform Guidance") and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Public Body spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Public Body monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement. Public

Body may be required to submit a copy of that audit to the County in accordance with the Uniform Guidance.

- 10. <u>COMPLIANCE WITH LAWS</u>. Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:
  - a. Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
  - b. Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
  - c. Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at <u>www.sam.gov.</u>
  - d. Public Body must register at sam.gov.
  - e. Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

# 11. DURATION OF INTERLOCAL AGREEMENT.

- a. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- b. This Agreement shall remain in effect until December 31, 2026, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

# 12. ASSURANCES.

- a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- b. **<u>Responsibility for Attorney Fees and Costs.</u>** Except as provided for in Section 14, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own

legal representation and bear the costs associated with such representation, including judgments and attorney fees.

- c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- d. <u>**Costs, Fines, and Fees for Noncompliance.**</u> Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the the grant funds and/or for noncompliance with this Agreement by Pubic Body Employees.
- e. <u>**Reservation of Rights.**</u> This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- f. <u>Authorization and Completion of Agreement</u>. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

# 13. TERMINATION OR CANCELLATION OF AGREEMENT.

- a. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.
- b. Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all grant funds it has already received.
- c. If either Party terminates or cancels this Agreement they shall provide written notice to the other Party in the manner described in Section 21.

# 14. SETOFF OR RETENTION OF FUNDS

- a. In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- b. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall

be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

- 15. **DELEGATION OR ASSIGNMENT**. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
- 16. **<u>NO THIRD-PARTY BENEFICIARIES</u>**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
- 17. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- 18. **SEVERABILITY**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
- 19. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.
- 20. <u>CAPTIONS</u>. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- 21. <u>NOTICES</u>. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
  - a. If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, Attention: Kenneth Dobson, 2100 Pontiac Lake Rd., Waterford, MI, 48328
  - b. If Notice is sent to Public Body, it shall be addressed to: City of Pleasant Ridge, 23925 Woodward Ave, Pleasant Ridge, Michigan 48069.
- 22. <u>GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE</u>. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise

required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

23. SURVIVAL OF TERMS. The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

## 24. ENTIRE AGREEMENT.

- This Agreement represents the entire agreement and understanding between the Parties a. regarding the grant funds, and supersedes all other oral or written agreements between the Parties.
- The language of this Agreement shall be construed as a whole according to its fair meaning, b. and not construed strictly for or against any Party.

IN WITNESS WHEREOF, James Breuckman, City Manager, City of Pleasant Ridge hereby acknowledges that he/she has been authorized by a resolution of the City Commission, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds

EXECUTED:

James Breuckman, City Manager, City of Pleasant Ridge

WITNESSED: \_\_\_\_\_

[insert name, title]

Oakland County to the terms and conditions of this Agreement.

David Woodward, Chairperson

Oakland County Board of Commissioners

EXECUTED: \_\_\_\_\_

County of Oakland

Oakland County Board of Commissioners DATE:

WITNESSED:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Page 9 of 11

DATE: \_\_\_\_\_

# EXHIBIT A

The project scope includes engineering design work for:

- 1) Engineering design work for the replacement of 2,050 linear feet of water main and approximately 70 lead service lines on Kensington Boulevard, and
- 2) Planning work to prepare a Drinking Water Revolving Loan Fund application to support a request for funding to replace 20 water mains along with approximately 600 lead service lines.

# **EXHIBIT B**

Grant Award	Local Match
\$45,355	\$45,355

The grant award will equal the local match provided, up to the amount listed above. If the total project costs more than \$90,710, the county grant award will remain \$45,355 and the additional project costs will be paid for by local funds. If the total project cost is less than \$90,710, the grant amount will be equal to the local match and will pay for half of the total project cost.

Item 7f

#### PERFORMANCE RESOLUTION FOR MUNICIPALITIES

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the

City of Pleasant Ridge

(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

- 1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
- 2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
- 3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
- 4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
- 5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

- 6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:		
James Breuckman		
Amy Allison		
Timothy Schultz		

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the			Comn	nission			
			(Name	of Board, etc.)			
of the	e City of Pleasant Ridge			of	Oakland		
	(Nai	me of MUNICI	PALITY)		(County)		
at a		Regu	ılar		_ meeting held on the _	13	_day
of	September	A.D	2022				
	Sig	gned		_			
	City Clerk						
_	Ti	tle		_			
	Amy M Allison						
_	Print Si	igned Name		_			



James Breuckman, City Manager

- From: Jim Breuckman, City Manager
- To: City Commission
- Date: September 8, 2022
- Re: 24 Cambridge Proposed Lot Split

# Overview

The owner of 24 Cambridge (parcel 25-28-27-036) has applied to create a new 50-foot-wide parcel to be known as 26 Cambridge and a 74.1-foot-wide parcel to remain as 24 Cambridge.

The 124.1 foot wide 24 Cambridge parcel currently consists of three parts: Lot 23 and outlot C of the Pleasant Ridge Land Co subdivision, and 55 feet of vacated right-of-way formerly set aside for the continuation of Livernois, which now terminates at Oakridge in Ferndale.

Section 66-21 of the Code of Ordinances requires City Commission approval of applications for the division of land in a recorded plat. This application requires City Commission approval because it will result in Lot 23 being split. If the property owner were to apply to split off the 61-foot-wide Lot 23 in its entirety, the application would be administratively approved.

# Background

The property is zoned R-1C, which requires a 50-foot minimum lot width. The proposed lot split would create a new 50-foot-wide, 7,250 square foot lot. The existing house and related site developments would be located on the remaining 74.1-foot lot. The new lot would be 26 Cambridge, with the existing lot remaining as 24 Cambridge. All resulting parcels would comply with the minimum requirements of the Zoning Ordinance.

Information about the parcels and the underlying platted lots and vacated right of way follows.

# 24 Cambridge Lot Split September 8, 2022 - Page 2 of 5

# Current parcel map:

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# Plat Maps

The following map shows the boundaries of the subdivisions near 24 Cambridge. The right-of-way set aside for the continuation of Livernois was vacated and later developed along Cambridge and Oxford.



# Current Makeup of 24 Cambridge

The following shows the three underlying components of the current 24 Cambridge tax parcel:

- The 61-foot-wide Lot 23 of the Pleasant Ridge Land Co subdivision
- The 8.1-foot-wide outlot of the Pleasant Ridge Land Co subdivision
- A 55-foot-wide portion of vacated right-of-way formerly set aside for Livernois



# Considerations for Approval

Section 66-21 identifies a set of criteria which the City Commission shall consider in making its determination to approve or deny a proposed split. Those criteria are:

• Is the division in keeping with the character of the surrounding neighborhood?

<u>Analysis</u>: The underlying platted lots on Cambridge are 60-65 feet wide. Most parcels on Cambridge match the underlying platted lots.

The proposed 50-foot-wide lot would be narrower than other lots on the street, but it does meet the minimum lot width and area requirements of the Zoning Ordinance. The remaining 74.1-foot-wide lot would be wider than most other parcels on the street.

• Does the division enhance the future development or existing uses of the affected lands in conformity with the zoning ordinance?

Analysis: The proposed lot split complies with zoning ordinance requirements.

• Will the split have an adverse impact on the provision of municipal services.

<u>Analysis</u>: The proposed split and recombination will not have an impact on the delivery of municipal services. The addition of a house will not impact the city's ability to provide utility and police/fire services.

• Is the division in the public interest?

<u>Analysis</u>: The proposed lot split will result in a smaller lot than currently exists on the street, but the resulting density will be slightly less than the average for the street.

Nearly all lots on the street are 61-65 feet wide. Approval of the lot split would allow two houses to be built on two lots with a total width of 124.1 feet, or an average lot width of 72 feet.

The Commission must consider if the division is either:

- In the public interest because the resulting development density will be slightly lower than the rest of the street, and the proposed lot complies with the minimum lot width and area requirements of the Zoning Ordinance, or
- Is not in the public interest because a resulting lot will be 50 feet wide, while all other lots on the street are 59.5 feet or larger, with most being 61-65 feet wide as originally platted.

# **Requested Action**

City Commission action to approve or deny the request to split 24 Cambridge (parcel 25-28-27-036) and create two new parcels with widths of 50 and 74.1 feet, as shown on the attached surveys dated July 20, 2022.

Whom it Concerns,

I'm requesting a split of the existing lot at 24 Cambridge Blvd (ID # 60-25-28-278-036) into two separate lots. The existing lot carries dimensions of 145 x 124 ft, totaling approx. 17,980 sq ft. The new lots, described as Parcel "A" & "B" in the attached survey, will carry dimensions of 145 x 50 ft (7,250 sq ft) and 145 x 74 sq ft (10,730 sq ft), respectively. Parcel B will contain the existing dwelling and Parcel A will exist free of any such dwelling.

The survey was performed by Guaranty Survey Co. on July 20, 2022.

Thank you

Nathaniel Mynsberge 248-885-3530

NATHANIEL . MYNSBERGEEGMALL. COM

RECEIVED

AUG 0 4 2022

PAID AUG 0 4 2022 CITY OF PLEASANT RIDGE

CITY OF PLEASANT RIDGE



SHEET 2 of 2

24 Cambridge

PETER G. PITCHFORD (248) 528-1717 TOM NORTHRUP FAX (248) 528-1746

# CERTIFICATE OF SURVEY

RESIDENTIAL LOT SPLIT: 24 Cambridge Blvd. Prepared For: Nate Mynsberge 24 Cambridge Pleasant Ridge, Mi 48069 248-885-3530

#### EXISTING LEGAL DESCRIPTION: ID # 60-25-28-278-036

All of Lot 23 and Out Lot "C". PLEASANT RIDGE LAND CO., a Subdivision of part of the N.E.1/4 of Section 28, TlN-RllE, CITY OF PLEASANT RIDGE, Royal Oak Twp., Oakland County, Michigan. Plat recorded LIBER 33, PAGE 12, Oakland County Records.

ALSO

Part of N.E.1/4 of Section 28 described as Beginning at S.E. Corner of said Out Lot "C", thence N.89°45'E, 55.00 ft., thence North 145.0 ft., thence S.89°45'W. 55.0 ft., thence South 145.00 ft. along E. Line of said Out Lot "C" to the Point of beginning.

PROPOSED LEGAL DESCRIPTIONS:

PARCEL "A" West 50.0 ft. of Lot 23, PLEASANT RIDGE LAND CO., a Sub. of part of the NE½ of Section 28, TIN-R11E, CITY OF PLEASANT RIDGE, Oakland County, Michigan. Plat recorded LIBER 33, PAGE 12, O.C.R.

PARCEL "B" East 11.0 ft. of Lot 23 and all of Out Lot "C", PLEASANT RIDGE LAND CO., a Sub of part of the NE¼ of Section 28, T1N-R11E, CITY OF PLEASANT RIDGE, Oakland County, Michigan. Plat recorded LIBER 33, PAGE 12, O.C.R. ALSO Part of N.E.1/4 of Section 28 described as Beginning at S.E. Corner of said Out Lot "C", thence N.89°45'E, 55.00 ft., thence North 145.0 ft., thence S.89°45'W. 55.0 ft., thence South 145.00 ft. along E. Line of said Out Lot "C" to the Point of beginning.

Bearings in relation to Cambridge Blvd. as platted

SEE DETAIL OF PROPERTY ON SHEET No. 2

SHEET 1 of 2



I HEREBY CERTIFY that I have surveyed and mapped the property herein described; and that said survey was performed with a relative error of closure of no greater than 1 in 5000 and that all the requirements of P.A. 132, 1970 have been complied with. GUARANTY SURVEY CO. REGISTERED LAND SURVEYORS 1660 ROCHESTER ROAD TROY, MI 48083 ESTABLISHED 1939

192107

July 20, 2022

-DATE\_



ORDER NO\_


## **City of Pleasant Ridge**

James Breuckman, City Manager

From:	Jim Breuckman, City Manager
To:	City Commission
Date:	September 8, 2022
Re:	Main Street Jurisdiction Transfer to MDOT

### Overview

MDOT has approached us about transferring jurisdiction over Main Street from Woodward to the north City boundary. The north City boundary is in the middle of I-696, so the segment to be transferred includes half of the Main Street bridge.

### Background

The Main Street segment in question is an important link in a complex intersection that impacts Woodward, I-696, and Main Street. From the City's perspective, work along this segment of Main Street nearly always requires MDOT permits because of the Woodward and I-696 intersections.

Transferring jurisdiction to MDOT would remove a maintenance liability currently carried by the City. The segment of Main Street between Woodward and the 696 Service Drive is currently in acceptable shape, but it will need to be reconstructed at some point in the future. The City Engineer estimates this cost at about \$325,000 using today's costs.

The Main Street bridge over 696 is also partially under our local jurisdiction, although it is also within the 696 Right of Way, so it is unclear how any maintenance costs for that bridge would be allocated. It is likely that MDOT would handle repair and maintenance costs for the bridge, but there is a possibility that Pleasant Ridge could be held responsible for some costs.

The only readily apparent downside to transferring jurisdiction the loss of control over the connector segment. As a local road, we could close or reconfigure that segment between the Woodward and 696 intersections. This would have significant impacts on the overall function of the Woodward/696/Main Street intersection complex, which MDOT would like to avoid.

Attached is a Memorandum of Understanding that, if executed, would transfer jurisdiction of Main Street from Woodward Avenue to the north City boundary.

### **Requested Action**

City Commission consideration of the request to transfer jurisdiction of Main Street to MDOT, and if applicable, to authorize the City Manager to execute the attached Memorandum of Understanding.

MDOT NO. <<CONTRACT NO>> AGENDA: <<AGENDA>>

### MEMORANDUM OF UNDERSTANDING

### BETWEEN

### MICHIGAN DEPARTMENT OF TRANSPORTATION

### AND

### CITY OF PLEASANT RIDGE

### I. PURPOSE

This Memorandum of Understanding (MOU) is entered into this date of \_\_\_\_\_\_\_\_ between the Michigan Department of Transportation (MDOT) and the City of Pleasant Ridge (CITY) for the purpose of transferring jurisdiction of the road segment described in Attachment A, dated June 16, 2022 (ROAD SEGMENT), from the CITY to MDOT. This MOU will begin upon award and will remain in effect unless it is modified according to Section V below.

### II. BACKGROUND

The ROAD SEGMENT is within the CITY boundaries. The ROAD SEGMENT will function as part of a connector between M-1 (Woodward Ave) and I-696. The CITY is willing to transfer jurisdictional control of the ROAD SEGMENT to MDOT and MDOT is willing to accept jurisdiction of the ROAD SEGMENT. This transfer of jurisdictional control of the ROAD SEGMENT a State Trunkline.

No real property or real property interests are being transferred as part of this MOU. Any breaks in limited access must be approved by the Federal Highway Administration (FHWA).

### III. AGREEMENT

Upon award and acceptance of this MOU by both parties, the parties agree to the following:

A. The CITY agrees to transfer jurisdictional control of the ROAD SEGMENT to MDOT, and MDOT agrees to accept jurisdictional control of the ROAD SEGMENT, thereby making this roadway a State Trunkline.

- B. MDOT agrees:
  - 1. To assume full jurisdictional control of the ROAD SEGMENT.
  - 2. To perform maintenance of the ROAD SEGMENT for which jurisdictional control has been transferred to MDOT by this MOU.
- C. Unless otherwise addressed by this MOU, both parties agree that the transfer of jurisdictional control of the ROAD SEGMENT from the CITY to MDOT will include the transfer of utility, driveway, and drainage permits, all bridges, culverts, signs, signals, and/or other structures or traffic control devices. The CITY agrees to provide MDOT any and all of the above referenced permits.
- D. In accordance with MCC 247.852, the parties agree that the ROAD SEGMENT is not in need of renovation, repair and/or reconstruction.
- E. The parties agree that the jurisdictional transfer of the ROAD SEGMENT complies with the provisions of MCC 247.851 et. seq.

### IV TERM

This MOU shall take effect upon award and remain in effect unless it is modified according to Section V below.

### V. MODIFICATION

This MOU may be modified, in writing, upon mutual agreement by the parties. Any modification must be signed by the authorized representative of each agency or his/her designee.

### VI. SIGNATURE

This MOU is entered into upon signing by the duly authorized officials for the CITY and for MDOT.

CITY OF PLEASANT RIDGE

Title:

Date

### MICHIGAN DEPARTMENT OF TRANSPORTATION

Title: Director Michigan Department of Transportation Date



### ATTACHMENT A June 16, 2022

ROAD SEGMENT proposed for jurisdictional transfer from the City of Pleasant Ridge to MDOT, to become a State Trunkline:

Main Street, from the centerline of the northbound M-1 (Woodward Ave) Service Drive, northerly to the north city limit of the City of Pleasant Ridge, a distance of approximately 0.10 miles





## **City of Pleasant Ridge**

James Breuckman, City Manager

From:	Jim Breuckman, City Manager
To:	City Commission
Date:	September 8, 2022
Re:	Pool Filter Replacement Bid Award

### Overview

The pool filter is beyond its expected life span and needs replacement. Staff solicited bids from two bidders for pool filter systems, which are attached. Staff is requesting City Commission approval of a bid received from Baruzzini Aquatics in the amount of \$135,485.

### Background

The pool filter is a necessary component to keep the pool open and replacing or repairing this system is lengthy. This past summer Oak Park had to close their pool when their filter and pump system failed. Our system is the original installed when the pool was reconstructed in 2003 and is now well past its planned life expectancy. Furthermore, the manufacturer of our current filter system went bankrupt about 5 years ago, so we cannot service our current system.

The City solicited bids from the two contractors who serve commercial and public pools in the area, Aquatic Source and Baruzzini. There are three types of filtration system that we could use: a regenerative system that uses salt tablets to create chlorine, a traditional filter that uses sand (which is what we have currently), and a traditional filter that uses glass media.

The bids we received were as follows:

- 1. Regenerative chlorine system: \$209,865 (Aquatic Source)
- 2. Glass filtration system: \$135,485 (Baruzzini)
- 3. Sand filtration system: \$121,084 (Aquatic Source)

The regenerative system uses salt tablets, which are cheaper than buying chlorine. However, the larger upfront cost of the system means that there is not a payback over the life of the system for a pool like ours that is open for 4 months out of the year.

Sand filters require the sand media to be replaced every 3-5 years at a cost of \$5,000 to \$10,000, while glass media does not have to be replaced for the life of the filter. Glass is a more efficient filter which results in better water quality and clarity.

Given that glass media does not require replacement, the expected lifecycle cost of a glass system is expected to be lower than a new sand filter. Plus, there is the expected benefit of clearer water in the pool with glass media.

Included in the Baruzzini bid is replacement of our chemical monitoring and treatment system. We could keep our current system, but it is more cost effective to replace it when the filters are being replaced. Staff believes it makes the most sense to replace the chemical treatment system now with an upgraded contemporary system.

The filter and chemical treatment system will be installed during the fall and winter and will be in place for the 2023 pool season.

We have been building a fund balance in Fund 251, the Pool and Fitness Facility Operating Fund over the past few years to pay for this project. There will be other pool components that are reaching end of life in the coming years that will require replacement, but those are lower cost and can be repaired more quickly than the filter system. The most notable and expensive of these other anticipated replacements is the heater which we expect will cost about \$35,000. We will continue to budget ahead for those anticipated expenses.

### **Requested Action**

City Commission approval of the Baruzzini Aquatics bid of \$135,485 for a new glass pool filtration system and chemical monitoring and treatment.

July 26<sup>th</sup>, 2022

Pleasant Ridge Community Pool 1 Ridge Road

RE: Pool Filtration and chemical feed/monitoring

Attention: Greg

Baruzzini is pleased to present the following budgetary proposal for the continued improvements and upgrades of the Pleasant Ridge community pool in Pleasant Ridge Michigan. These items are specific to the filtration and chemical treatment of the pool water. Below is a bullet point of proposed items, reasons for replacement / upgrade, and associated budgetary values. All work can be completed during the winter months as to not impede the scheduled opening of the pool in the spring. All start-up and training



will take place in the spring when the pool is ready to be returned to normal operation. All electrical will be tested once installation is complete. All plumbing will be pressure tested with air up to 30PSI for a minimum of 8 hrs once all plumbing and filter work is complete.

### **Filtration**

Due to the manufacturer of the current filters on the Lap pool system going bankrupt approximately 5 years ago, parts are no longer available. If filtration ever had major issues mid-season, no repairs could be made. Any modifications to the existing filters (internally) would take the filters out of the NSF certification they are required to have and potentially put the club in a very risky situation.

### Proposed solution:

- Remove existing filters, all associated plumbing, valves, and hardware.
- Replace all filtration with multiple (3) Pentair Stark high-rate pressure sand filters for a total of 12 gpm/sqft of filtration area.
- Replace sand media with NSF approved glass media.
- Replace all plumbing with schedule 80 pipe and fittings.
- Valve each filter for independent backwash and isolation capabilities.
- Replace all valves from strainer basket to last connection point on return before leaving the mechanical space with George Fisher Aqua valves.
- Replace flow meter with Signet magmeter. This flow meter has no moving parts.
- Install (1) new 8" fiberglass strainer with clear lid and stainless steel "T" handles
- Install (1) new 20hp epoxy coated TEFC Aurora pool pump capable of designed flow rates at 70' of total dynamic loss.
- Install (1) VFD for control of pump ramping, speed, and protection of pump.

### Total cost including all labor as of 7/21/2022 - \$119,235.00

### Benefits of proposed solution:

- Proposed multiple tank solution allows for redundancy of 1 filter past the minimum required 20gpm/sqft of filtration area. This allows (1) filters to be valved off in operation.
- Backwashing will be greatly improved due to the lower flow rate required per filter and individual backwashed being performed.
- Replacement of valves and plumbing takes care of current leaks and valves that no longer seat properly.
- Glass media provides 5 times the filtration rate of traditional sand.





BRIGHTON, MICHIGAN 48114 www.baruzzini.com

### Jason Cavicchioli **Baruzzini Aquatics**

Sincerely,

Total budget for all proposed chemical monitoring and feed upgrades - \$16,250.00

Spill pallets for all other chemicals improves safety and cleanliness of chemical storage.

 5Cl controllers can monitor flow rates and alert operators of decreased flow – pumps not primed/strainer basket cleaning/filter backwashing/etc...

• Switch to Prominent's Pro-Cal feeder on lap and trap pools. Approximately \$7,500.00 - pricing will be

Upgraded DCM511 controllers are capable of callout alarms to alert operators of issues before they

- Concept B feed pumps do not utilize squeeze tubes that fail often approximately 3-4 times per
- pump/per season.
- Hard piping dedicated chemical loops allows for increased flow and less tubing resulting in less issues with clogged and/or broken feed tubing.

- become major/emergency issues.

Increased storage capacity = less likely to run out of chlorine.

Proposed valves are PVC bodied with PVC wafer and stainless stem. These valves are specifically designed for swimming pools and will far outlast the

Currently the club has (3) Prominent DCM2CL chemical controllers, Stenner peristaltic squeeze tube feed pumps, and storage capacity of 350 gallon of liquid chlorine (200) for lap and wade pool combined. These are all suitable for the pools as is but should be

Proposed flow meter can be recorded on chemical controller and seen remotely

coated ductile iron valves that are currently in place.

for better troubleshooting capabilities.

be performed with filtration upgrade.

• Add spill pallets for all other chemical storage.

confirmed after January 1st.

Benefits of proposed upgrades:

**Chemical monitoring and treatment** 

considered for upgrades.

**Proposed upgrades:** 

•





division of Baruzzini Contracting



June 28, 2022

City of Pleasant Ridge Community Center Shawnie Stamper- Recreation Director 4 Ridge Road Pleasant Ridge, MI 48069

Re: Filtration & Sanitizer Options

Shawnie,

Thank you for the opportunity to continue to assist with Pleasant Ridge with their community pool! Based on our discussion to date, I have several options for the pool for the 2023 swim season:

- New high rate sand filtration option
- New regenerative media filtration option
- New calcium-hypochlorite sanitizer option
- New traditional "salt-in-pool" chlorine generation option

I am going to offer all of these solutions to you as separate items. It is worth noting that much has happened since we spoke initially about budgeting here both with the economy / supply chain as well as some of the equipment in your room. Namely, your existing Marlow filtration pump will sunset on parts in five (5) years; Marlow pumps have been discontinued by Xylem. It will be included in both filtration numbers as much of the re-plumbing that will be necessary to replace the strainer and/or install the precoat loop for the regenerative media filter will need to be completely redone if you do not change pumps now.

This job is being bid / considered for material delivery before the end of 2022 with an installation date sometime this winter so that we can commission and start the systems for the 2023 swim season. I will also be offering the purchase of both filtration systems Owner Direct in order to save the City some money. I will broker that deal between you and Neptune Benson and you will pay them direct.

I want to thank you again for the opportunity and I look forward to discussing the proposal with you at your earliest convenience.



### **Existing Pool & Design Data:**

Pool Volume:	213,500	UG gallo	ons			
Pool Area:	5 <i>,</i> 859	SQFT				
Perimeter:	383	LF				
<b>Re-circulation Rate:</b>	700	GPM				
Turn Over Rate:	5.08	HRS				
<b>Existing Filtration Rate:</b>	700 GPM / 60	).0 SQFT =	= 11.67	GPM/SQFT	<	15.0 GPM/SQFT standard

### High Rate Sand Filtration Scope:

### **Demolition:**

- 1. Remove existing US Filter High rate sand filters from site. Includes removal of sand with vacuum truck
- 2. Remove existing strainer basket and pump
- 3. The majority of the existing backwash line, filter influent line and filter effluent line will remain intact and will be used with the new system
- 4. Existing Pulsar pump and feed lines will be removed / capped

### New Filtration System (Direct Purchase by Owner):

- 1. New filtration system by Neptune Benson:
  - a. 42096SHFFGS-6R, two tank, side by side high rate horizontal sand filters by Neptune Benson to be provided. 61.8 SF of filter area. 11.33 GPM/SQFT filtration rate
  - b. 50 psi Operating Pressure
  - c. PVC Internal Piping
  - d. Air Relief and Drain Connections
  - e. Dual Saddle Base
  - f. 14" x 18" Manway
  - g. 3-Way Lever Operated Valve Face piping with Stainless Steel Fasteners Dominion Wafer Style Butterfly Valves with Rilsan Coated Aluminum Body and Disc Construction
  - h. 4.5" Panel Mounted Pressure Gauges
  - i. Sight Glass Assembly
  - j. Filter Includes 15 Year Limited Warranty supported by Aquatic Source
- 2. Filter will be delivered and stored at our warehouse and moved to the site when we mobilize the job
- 3. 8" x 8" fiberglass Guardian strainer basket with two (2) 316 SS strainer baskets



### Installation & Aquatic Source Furnished Materials:

- 1.  $\frac{1}{2}$  rinsed gravel support media and .45 .55 #20 silica sand by TDS AquaQuartz will be provided by Aquatic Source and installed in filters to manufacturers specifications
- 2. Provide and install new Speck filtration pump, Normblock Multi Series, model #125/250
  - a. Capable of producing 700 GPM @ 70' of TDH
  - b. 1750 RPM
  - c. All plastic construction
  - d. 20 HP, TEFC motor
  - e. 3 phase, 240 volt
  - f. Existing electrical feeders, starters and switches for filtration pump will be re-used and re-connected by Aquatic Source
  - g. Includes new concrete pump pad
- 3. Provide and install ancillary materials for a complete and functioning system, including:
  - a. Schedule 80 PVC plumbing. All fittings will be molded fittings; no fabricated fittings will be used
  - b. All stainless steel hardware, uni-strut components, valve hardware (studs, nuts and washers) will be used
  - c. All tubing will be polyethylene tubing with continuous lengths; no splices will be provided in tubing
- 4. Provide qualified labor to fully install, complete and commission a fully functioning high rate sand filtration system for the pool. Aquatic Source is the local representative for Neptune Benson and the product and installation will be fully supported through our office

### **Regenerative Media Filtration Scope:**

### **Demolition:**

- 1. Remove existing US Filter High rate sand filters from site. Includes removal of sand with vacuum truck
- 2. Remove existing strainer basket and pump
- 3. The majority of the existing filter influent line and filter effluent line will be removed and replaced in this installation. Backwash line will be completely removed
- 4. Remove enough of the existing pump suction plumbing from the surge tank to facilitate pre-coat line installation and new strainer / pump installation
- 5. Existing Pulsar pump and feed lines will be removed / capped
- 6. Existing motor starter will be removed for existing pump



### New Filtration System (Direct Purchase by Owner):

- 1. New filtration system by Neptune Benson:
  - a. SP-33-48-732 Defender regenerative media filtration system by Neptune Benson:
  - b. Flexsol 3000 Lining
  - c. Lifting Davit
  - d. Vacuum Transfer System with Plumbing Kit RMF System Controller with:
    - i. Hi-Res LCD w/Tactile Feedback Membrane Step by Step Animated Graphics
    - ii. Remote Monitoring and Operation
    - iii. Other Features and Benefits
  - e. Gauge Panel Kit
  - f. Adjustable Legs
  - g. Lever Operated Butterfly Valve with Extension for Drain
  - h. Valve package to include:
    - i. 8" Influent Check Wafer Style Valve
    - ii. 8" Effluent Pneumatic Double Acting Actuator (Valve Mounted)
    - iii. 4" Precoat Pneumatic Double Acting Actuator (Valve Mounted)
    - iv. 4" System Fill Lever Operated Dominion Wafer Style Butterfly Valve
  - i. 4" In-Line Sight glass
  - j. Air compressor 2HP 1PH 115V W/1 ltr oil, 5.2 CFM @ 90 PSI 20 gallon tank
  - k. Eleven (11) bags of media (1-season supply)
  - I. 50# of chem clean express for annual degreasing / maintenance (at closing)
  - m. Filter will be delivered and stored at our warehouse and moved to the site when we mobilize the job
- 2. 8" x 8" fiberglass Guardian strainer basket with two (2) 316 SS strainer baskets
- 3. 8" x 8" x 4" fiberglass pre-coat tee

### Installation & Aquatic Source Furnished Materials:

- 1. H2Flow variable frequency drive package (required):
  - a. Eco-Flow C VFD
  - b. Stainless steel bypass panel
  - c. Aquatic controller w/ Defender programming built into system
  - d. Lightning arrestor
  - e. 6" Signet #2536 flow meter w/ sch 80 PVC clamp on saddle
- 2. Provide and install new Speck filtration pump, Normblock Multi Series, model #125/250
  - a. Capable of producing 700 GPM @ 70' of TDH
  - b. 1,750 RPM
  - c. All plastic construction
  - d. 20 HP, TEFC motor
  - e. 3 phase, 240 volt
  - f. Includes new concrete pump pad



- 3. Provide electrical chases and feeders from existing panels for the following:
  - a. Air compressor
  - b. Defender control box
  - c. VFD and bypass panel
  - d. Feeders from existing motor starter to existing pump will be re-used
  - e. No electrical permit is included. Work will be completed by licensed electrician
- 4. Provide and install ancillary materials for a complete and functioning system, including:
  - a. Schedule 80 PVC plumbing. All fittings will be molded fittings; no fabricated fittings will be used
  - b. All stainless steel hardware, uni-strut components, valve hardware (studs, nuts and washers) will be used
  - c. All tubing will be polyethylene tubing with continuous lengths; no splices will be provided in tubing
- 5. Provide qualified labor to fully install, complete and commission a fully functioning regenerative media filtration system for the pool. Aquatic Source is the local representative for Neptune Benson and the product and installation will be fully supported through our office

### **Calcium Hypochlorite Sanitizer Option:**

- 1. Provide and install a Accu-Tab calcium hypo-chlorite feeder model #3150 Powerbase
- 2. Include two (2) buckets of Accu-tab with installation (120 lbs.)
- 3. Provide necessary 120 volt power feed to unit from your existing panel
- 4. Integrate new systems into the existing BecSys chemical controller
- 5. Provide system training and local support
- 6. Please note we will list a cost for this installation as a standalone figure. However, if the City decides to install either filtration option, we will include this solution to you at no cost with a 3-year commitment on chemical purchase from us

### Traditional "Salt in Pool" Sanitizer Option:

This onsite chlorine generation is extremely easy to use, clean, and it can help save money over the years. For the most part this system will automatically feed salt into the water as the control cabinet calls for it, however, much like a chemical controller, it is not meant to take over completely untreated water; it needs a base point to start and maintain from. This system does need a chemical controller to operate. The cabinet that comes with the unit is strictly for controlling the salinity of the water and chlorine production / feed from a control signal from the chemical controller calling for the addition of a sanitizer.

- 1. Provide and install Chlor 25 SM Reverse Polarity Saline Chlorination System by ChlorKing
  - a. Includes control panel w/ salt feed control capability and salt read out
  - b. Includes reverse polarity. The controller switches the polarity on the cell from forward to reverse so that it does not scale up. Essentially, a self-cleaning cell



- c. Unit capable of producing the equivalent of 28 gallons of 12% liquid chlorine in a 24hour period
- d. Cell life of five (5) years with proper care (outdoor use)
- e. Cell mounting bracket
- f. 15 amps @ 208-volts (single phase, GFI protected, 30 amp breaker)
- g. Electrical feed to be provided by Aquatic Source from your existing service panel
- 2. Salinity Feed System
  - a. One (1) 85M5 Stenner pump controlled by the Chlor 25 SM to automatically add brine solution to the swimming pool to maintain the required salinity for chlorine production
  - b. SS-Feeder 55-S float tank and holding tank combined to make brine solution from pool water that holds 550 lbs. of salt
    - i. This auto-feed system uses solar salt that you can find on the shelf at any hardware store, Home Depot or Lowes. It costs approx. \$6.98 / 40 lb. bag currently at the Lowe's. No lockdown on distributors or anything like that...you make chlorine from stuff you buy at the Hardware store. If you choose to add salt to the pool manually, this salt will not work. This salt does not dissolve fast enough and will pile in the pool. We retail that same 40 lb. bag of this "pool salt" for \$9.90 / bag plus delivery
  - c. Include complete fill of salt tank w/ installation
  - d. Include enough quick dissolve salt to get pool up to 4,000 PPM prior to start-up
- 3. Back up chlorination system
  - a. We will provide one (1) 40 gallon, double containment tank by Assman (IMT 40) to store bulk liquid chlorine for back-up chlorination
  - b. 85M5 Stenner pump, 110-volt to be controlled by chemical controller on a backup setting will be provided
- 4. Provide following ancillary components
  - a. Schedule 80 PVC plumbing. All fittings will be molded fittings; no fabricated fittings will be used
  - b. All stainless steel hardware, uni-strut components, valve hardware (studs, nuts and washers) will be used
  - c. All tubing will be polyethylene tubing with continuous lengths; no splices will be provided in tubing
- 5. Provide qualified labor to fully install, complete and commission a fully functioning chlorine generation system for the pool. Aquatic Source is the local representative for Chlorking and the product and installation will be fully supported through our office

### **General Conditions & Exclusions:**

- 1. We are insured for the cost of the work. Standard form insurance is included
- 2. Prevailing wage or union labor is excluded
- 3. Weekend or shift work is excluded



- 4. We include heat to the space if work done in cold weather
- 5. Use of power, water and on site restroom facilities is assumed
- 6. Prices cannot be guaranteed for more than 10 days. We reserve the right to modify pricing if commodities pricing dictate (PVC piping)
- 7. We include unloading and delivery of filtration systems direct purchased by Owner
- 8. Start-up, commissioning and raining by factory trained and certified technicians for this equipment is included
- 9. Owner direct price includes freight to our office in Brighton, MI

### Terms & Timing:

- 1. We will require a 45% deposit in order to secure material for the project. Balance is Due Net 30 from start-up
- We anticipate demolition to take place of the existing pump room in 2022 after closing. Installation of new filtration system and ancillary systems to take place in time to open for Memorial Day weekend of 2023. We will shoot to have the pool ready to open by end of April 2023 in order for you and your staff to be able to become comfortable with the new equipment

<u>Cost Summary:</u>	
Owner Direct Sand Filtration	
Purchase Price	\$ 51,749
Aquatic Source Install & Equipment	<u>\$ 69,335</u>
	\$121,084 total
Owner Direct Regenerative	
Media Filtration Purchase Price	\$ 93,000
Aquatic Source Install & Equipment	<u>\$ 86,885</u>
	\$179,885 total
Accu-Tab Calcium	
Hypochlorite System	<b>\$ 7,500</b> (free with install of filtration system)
Chlorine Generation System	\$ 29 980

-Lease..... \$6,500 install + \$968/mo. for 36 mo., \$809/mo. for 48 mo., \$692/mo. for 60 mo.

Sincerely,

**Nick Shelton General Manager** Aquatic Source, LLC



### MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY RESOURCE MANAGEMENT DIVISION



PUBLIC SWIMMING POOL DESIGN DETAIL REPORT

Issued under the authority of Part 125 of 1978 PA 368, as amended.

SWIMMING POOL NU	MBER: 63-4320-01	Print Date: 3/23/2021												
	ESTABLISHMENT INFORMATION													
Name: PLEASAN	<b>FRIDGE POOL</b> Civil Division:	PLEASANT RIDGE												
<sup>Type:</sup> Municipal	County:	OAKLAND												
	SWIMMING POOL INFORMATION													
Location: OUTDOOF	R Type: SWIM Status:	UNDER CONSTRUCTION												
	DESIGN DETAIL DATA													
Dimensions	Perimeter: 383 ft Length:	103 - 45 ft												
Dimensions	Area: 5859 sq ft Width:	82.5 - 50 ft												
	Volume: 213500 gal Shape:	Custom												
Depths - Bather Load	Min Depth: 0 ft Max Depth: 12.0 ft	Max Bather Load: 464 persons												
Skimmers or POS	Skimmers N Number: 0 Perimeter Overflow Syste	em: γ Number of Dropouts: 4												
Return Inlets	Number: 102 Sidewall Inlets 0 Bottom Inlets													
Main Drains	Number: 2 Drain Sizes: 20" x 20"	Drain Compliance Date												
Disinfectant / pH	Disinfectant: HOCI pH:													
Chemical Feeder	Chemical Feeder Information: Pulsar IV													
Acid Feeder	Acid_Feeder:													
	Controller: Supp	elemental Disinfection: None												
Filtration Pump	Filtration Pump Information: Marlow 530 4-11SC													
	Pump HP: 20 Pump Capacity: 700 gpm @	75 ft TDH												
Flow Meter	Flow Meter Make: Signet 5090	<sup>Range:</sup> 0 - 1000 gpm gpm												
Filter	Filter Information: US Filter 43-30-2													
	Filter Type: HRS Number:	2 <sup>Filter Area:</sup> 60 sq ft												
Starting Platforms	Starting Platforms: Y Number: 6													
Diving Boards	Diving Boards: Y 1/2-m: 0 1-m: 2 3-m:	0 Other:												
Turnover Rates	Turnover Rate 1: 5.08 hrs @ 700 gpm @ 11.67	gpm/sq ft												
	<sup>Turnover Rate 2:</sup> 6.00 hrs @ 593 gpm @ 9.88 g	pm/sq ft												
	GENERAL COMMENTS	PDS 9/23/2003												
	<u>BENERAE BOMMENTO</u>													



**Horizontal Fiberglass Sand Filters** 



800.832.8002 • P+1.401.821.2200 • F +1.401.821.7129

## **FILTERS**

### **Horizontal Fiberglass Sand Filters**

Physical Capacity & Dimensional Information

Filter Model	Tank	Filter	Flow	Filter Rate	Tank	Operating		All dime	nsions a	re in i	nches	
Number	Conn	Area	Capacity	(GPM/SF)	Shipping Weight (LBS)	Weight	A*	A1**	В	С	E	G
(*)3448SHFFG	Size 3	(SF) 12.6	(GPM) 63-206	5-15	356	(LBS) 3239	33 1/4	34	64	41	13 3/4	83
(*)3448SHFFG	4	12.6	207-252	17-20	356	3239	33 1/4	34	64	41	13 3/4	83
(*)3454SHFFG	3	14.0	70-206	5-14	383	3642	33 1/4	34	70	41	13 3/4	83
(*)3454SHFFG	4	14.0	207-280	15-20	383	3642	33 1/4	34	70	41	13 3/4	83
(*)3460SHFFG	4	15.4	77-308	5-20	410	4044	33 1/4	34	76	41	13 3/4	83
(*)3466SHFFG	4	16.8	84-336	5-20	465	4446	33 1/4	34	82	41	13 3/4	83
(*)3472SHFFG	4	18.2	91-358	5-20	479	5043	33 1/4	34	88	41	13 3/4	83
(*)3478SHFFG	4	19.6	98-358	5-18	492	5446	33 1/4	34	94	41	13 3/4	83
(*)3478SHFFG	6	19.6	98-392	5-20	492	5446	33 1/4	34	94	41	13 3/4	83
(*)3484SHFFG	4	21.0	105-358	5-17	505	5849	33 1/4	34	100	41	13 3/4	83
(*)3484SHFFG	6	21.0	105-420	5-20	505	5849	33 1/4	34	100	41	13 3/4	83
(*)3490SHFFG	4	22.4	112-358	5-16	518	6252	33 1/4	34	106	41	13 3/4	83
(*)3490SHFFG	6	22.4	112-448	5-20	518	6252	33 1/4	34	106	41	13 3/4	83
(*)3496SHFFG	4	23.8	119-357	5-15	531	6655	33 1/4	34	112	41	13 3/4	83
(*)3496SHFFG (*)3648SHFFG	6	23.8 14.3	119-476 72-215	5-20 5-15	531 375	6655 3650	33 1/4 36	34 38 1/4	112 67 3/4	41 43	13 3/4 14 3/4	83 87
(*)3648SHFFG	4	14.3	216-286	16-20	375	3650	36	38 1/4	67 3/4	43	14 3/4	87
(*)3660SHFFG	4	14.3	87-346	5-20	425	4260	36	38 1/4	79 3/4	43	14 3/4	87
(*)3672SHFFG	4	20.3	102-358	5-17	490	5070	36	38 1/4	91 3/4	43	14 3/4	87
(*)3672SHFFG	6	20.3	358-406	18-20	490	5070	36	38 1/4	91 3/4	43	14 3/4	87
(*)3684SHFFG	4	23.3	117-358	5-15	535	5870	36	38 1/4	103 3/4	43	14 3/4	87
(*)3684SHFFG	6	23.3	359-466	16-20	535	5870	36	38 1/4	103 3/4	43	14 3/4	87
(*)3696SHFFG	6	26.3	132-526	5-20	580	6680	36	38 1/4	115 3/4	43	14 3/4	87
(*)36108SHFFG	6	29.3	147-586	5-20	615	7490	36	38 1/4	127 3/4	43	14 3/4	87
(*)36120SHFFG	6	32.3	162-646	5-20	655	8290	36	38 1/4	139 3/4	43	14 3/4	87
(*)4248SHFFG	4	17.1	86-342	5-20	435	4870	42	44 1/4	69 3/4	49	14 3/4	99
(*)4260SHFFG	4	20.4	102-358	5-17	515	5680	42	44 1/4	81 3/4	49	14 3/4	99
(*)4260SHFFG	6	20.4	359-408	18-20	515	5680	42	44 1/4	81 3/4	49	14 3/4	99
(*)4272SHFFG	4	23.9	120-358	5-15	560	6685	42	44 1/4	93 3/4	49	14 3/4	99
(*)4272SHFFG	6	23.9	359-478	16-20	560	6685	42	44 1/4	93 3/4	49	14 3/4	99
(*)4284SHFFG	6	27.4	137-548	5-20	610	7690	42	44 1/4	105 3/4	49	14 3/4	99
(*)4296SHFFG (*)42108SHFFG	6 6	30.9 34.6	155-618 173-692	5-20 5-20	660 710	8700 9700	42 42	44 1/4 44 1/4	117 3/4 129 3/4	49 49	14 3/4 14 3/4	<mark>99</mark> 99
(*)42120SHFFG	6	34.0	191-762	5-20	760	10710	42	44 1/4	141 3/4	49	14 3/4	99
(*)42132SHFFG	6	41.6	208-832	5-20	805	11720	42	44 1/4	153 3/4	49	14 3/4	99
(*)42144SHFFG	6	45.1	225-900	5-20	855	12720	42	44 1/4	165 3/4	49	14 3/4	99
(*)4848SHFFG	4	19.7	99-358	5-18	550	6310	48	50 1/4	70 3/4	55	14 3/4	111
(*)4848SHFFG	6	19.7	359-394	19-20	550	6310	48	50 1/4	70 3/4	55	14 3/4	111
(*)4860SHFFG	4	23.7	119-358	5-15	605	7520	48	50 1/4	82 3/4	55	14 3/4	111
(*)4860SHFFG	6	23.7	359-474	16-20	605	7520	48	50 1/4	82 3/4	55	14 3/4	111
(*)4872SHFFG	6	27.7	139-554	5-20	660	8915	48	50 1/4	94 3/4	55	14 3/4	111
(*)4884SHFFG	6	31.7	159-634	5-20	715	10120	48	50 1/4	106 3/4	55	14 3/4	111
(*)4896SHFFG	6	35.7	179-714	5-20	770	11320	48	50 1/4	118 3/4	55	14 3/4	111
(*)48108SHFFG	6	39.7	199-794	5-20	825	12530	48	50 1/4	130 3/4	55	14 3/4	111
(*)48120SHFFG	6	43.7	219-874	5-20	880	13730	48	50 1/4	142 3/4	55	14 3/4	111
(*)6048SHFFG	4	30.8	154-340	5-11	841	12460	60	63 1/2	84 3/4	68	16 3/4	135
(*)6048SHFFG (*)6060SHFFG	6	30.8 35.8	341-616 179-716	12-20 5-20	841 918	12460 14473	60 60	63 1/2 63 1/2	84 3/4 96 3/4	68 68	16 3/4 16 3/4	135 135
(*)6072SHFFG	6	40.8	204-816	5-20	1010	16501	60		108 3/4	68	16 3/4	
(*)6084SHFFG	6	45.8	229-779	5-17	1010	18510	60		120 3/4	68	16 3/4	
(*)6084SHFFG	8	45.8	780-916	18-20	1082	18510	60		120 3/4	68	16 3/4	135
(*)6096SHFFG	6	50.8	254-762	5-15	1154	20518	60		132 3/4	68	16 3/4	135
(*)6096SHFFG	8	50.8	763-1016	16-20	1154	20518	60		132 3/4	68	16 3/4	135
(*)60108SHFFG	6	55.8	279-813	5-15	1216	22417	60		144 3/4	68	16 3/4	135
(*)60108SHFFG	8	55.8	814-1116	16-20	1216	22417	60		144 3/4	68	16 3/4	135
(*)60120SHFFG	6	60.8	304-790	5-13	1282	24519	60	63 1/2	156 3/4	68	16 3/4	135
(*)60120SHFFG	8	60.8	791-1216	14-20	1282	24519	60	63 1/2	156 3/4	68	16 3/4	135
(*)60132SHFFG	6	65.8	329-790	5-12	1355	26335	60		168 3/4	68	16 3/4	135
(*)60132SHFFG	8	65.8	791-1316	13-20	1355	26335	60		168 3/4	68	16 3/4	135
(*)60144SHFFG	8	70.8	354-1416	5-20	1432	28348	60		180 3/4	68	16 3/4	135
(*)60156SHFFG	8	75.8	379-1516	5-20	1504	30357	60		192 3/4	68	16 3/4	135
(*)60168SHFFG	8	80.8	404-1616	5-20	1571	32167	60	63 1/2	204 3/4	68	16 3/4	135

Note: All dimensions are based on fiberglass construction, 50 psi working pressure hydrostatically tested to 1.1 x working pressure and designed with a 4:1 safety factor. Consult Neptune-Benson for dimensional verification on custom fabricated vessels. All tanks include air relief and drain connections. (\*)Denotes quantity of tanks.

Tank shipping weight includes manifold & internals.  $A^*$  = Inside Diameter

A\* = Inside Diameter A1\*\* = Maximum Outside Diameter





### **FILTERS**

### **Defender<sup>®</sup> Automatic & Semi-Automatic**



Specifications & Technical Data

FILTER DIMENSIONS (imperial)											
Model Number	Α	B (Note 1)	C (Note 1)	D	Е						
	in	in	in	in	in						
SP-18-48-176	24.69	82.3	82.3	17.8	73.8						
SP-24-42-327	30.75	90	76.5	27.5	81						
SP-27-48-487	33.25	95	81.5	27.5	86						
SP-33-48-732	39.25	104	90.5	31.5	93.5						
SP-41-48-1038	47.75	106	92.5	35.5	97.5						
SP-49-48-1548	54.75	110	96.5	36	101.5						
SP-55-48-2076	61.75	115	101.5	39	105.5						

FILTER DIMENSIONS (metric)												
Model Number	А	B (Note 1)	C (Note 1)	D	Е							
	cm	cm	cm	cm	cm							
SP-18-48-176	62.7	209	209	45	187							
SP-24-42-327	78.5	229	194.3	70	206							
SP-27-48-487	84.5	241.5	207	70	218.5							
SP-33-48-732	100	264.2	230	80	237.5							
SP-41-48-1038	121.5	269.2	235	90.5	248							
SP-49-48-1548	139.5	279.4	245.1	91.5	258							
SP-55-48-2076	157	292.1	258	99	268							

Automatic System Includes: Automatic Filter Controller

• Semi-Automatic System Includes: Bump Button Box

	FILTER CAPACITIES & SPECIFICATIONS												
Model Number	Filte	er Area	Maximur Flow F		Recommende (۱	Tank Volume							
	ft²	m²	2.0 gpm/ ft <sup>2</sup>	4.89 m³/hr	.5 - 1.4 gpm/ ft <sup>2</sup>	1.22 – 3.42 m³/hr/m²	gallons	m³					
SP-18-48-176	137	12.73	274	62.3	69 - 192	15.53 – 43.54	66	.25					
SP-24-42-327	223	20.72	446	101.32	112 - 312	25.28 - 70.86	128	.484					
SP-27-48-487	381	35.60	762	174.08	191 - 533	43.43 – 121.75	159	.602					
SP-33-48-732	572	<b>53.14</b>	1144	259.85	<mark>286 - 801</mark>	64.83 - 181.73	250	.946					
SP-41-48-1038	812	75.44	1624	368.90	406 - 1137	92.04 - 258.00	441	1.669					
SP-49-48-1548	1211	112.50	2422	550.13	606 - 1695	137.25 – 384.75	615	2.328					
SP-55-48-2076	1625	150.97	3250	737.48	813 - 2275	141.48 – 516.32	841	3.184					

	FILTER CONNECTION SIZES & SPECIFICATIONS																			
Model Number	Tank Conn. Inches (Note 3)	Tank Conn. mm (Note 3)	Drain Conn. Inches (Note 5)	Drain Conn. mm (Note 5)	Tank Footprint		Footprint					erlite ote 4)		r Head ight	Tul	nd & bes ight	-	Ship ight	Oper Wei	
	imperial	DN	imperial	DN	ft²	m²	lb	kg	lb	kg	lb	kg	lb	kg	lb	kg				
SP-18-48-176	3	80	2	50	11	.37	12	5.44	150	60	237	108	750	340	1311	595				
SP-24-42-327	4	100	3	80	24	2.23	18	8.16	310	141	584	265	1450	658	2515	1141				
SP-27-48-487	6	150	3	80	27	2.5	30	13.61	350	159	660	299	1650	748	2970	1347				
SP-33-48-732	8	200	3	80	33	3.06	45	20.41	475	216	790	358	1800	817	3880	1760				
SP-41-48-1038	8	200	4	100	44	4.09	64	29.03	750	340	1265	574	2350	1066	6019	2730				
SP-49-48-1548	10	250	4	100	58	5.4	96	43.54	1085	492	1920	871	3320	1506	8437	3827				
SP-55-48-2076	12	300	4	100	72	6.7	128	58.06	1385	628	2300	1043	3850	1746	10847	4920				

Note 1: "B" dimension is installed height. "C" dimension indicates overall height with tank legs in the shipping position.

Note 2: Recommended flow rate range is suggested to optimize filtration performance.

Note 3: Tank connection sizes based on velocity not to exceed 10 fps or 3.048 mps.

Note 4: The required perlite media volume is based on a 1/8" (.3175 cm) cake which is the recommended thickness for optimum performance. This procedure will maximize filtration without adversely affecting the design pressure drop through the filter.

Note 5: SP-18 features a side drain. Centerline location is 10" (25cm) off of the floor. Note 6: SP-18 does not have collapsible legs – see website for illustration.





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### **FILTERS**

### **Defender® Filter Isometric - Automatic**



# **Normblock Multi Series**

# SPECK 🗶

All Polyurethane Pump 1750 RPM (7.5, 10, 15, 20, 25 & 30 HP)

Redefining the limits of plastic pumps. The Normblock Multi takes the non-corrosive and lightweight benefits of plastic higher than any other American manufacturer.

### Features

- This pump has a robust horizontal single stage design.
- Superior slow (1750 rpm) running design reduces vibrations resulting in quiet operation.
- The housing is made of high performance plastic (THK), corrosion resistant without elaborate internal coating and can be used with higher salt concentrations.
- Heavy duty energy efficient totally enclosed fan cooled (TEFC) motor, Class F insulation, protection class IP 55. Sealed ball bearings need no lubrication.
- Shaft coupling allows motor to be replaced without replacing mechanical seal.
- A high wear, rugged Carbon/SiC EPDM mechanical seal allows for a long life and long maintenance intervals. Special application seals available upon request.
- Equipped with stainless steel shaft extension.
- Optional all plastic strainer tank for horizontal flooded suction applications.
- Every pump is tested to factory & customer's specifications.

Please Note: The noise level from both the motor and pump are greatly influenced by how they are installed. Consideration should be given to minimize vibration and noise transmission.

### **Performance Curves**



Trademarks and Certifications





A. Normblock Multi 65/250 (Ø 225mm) - 7.5 HP S.F. 1.25
B. Normblock Multi 65/250 (Ø 240mm) - 10.0 HP S.F. 1.25
C. Normblock Multi 100/250 (Ø 220mm) - 15.0 HP S.F. 1.25
D. Normblock Multi 100/250 (Ø 240mm) - 20.0 HP S.F. 1.25

E. Normblock Multi 125/250 (Ø 235mm) - 20.0 HP S.F. 1.25

F. Normblock Multi 125/250 (Ø 245mm) - 25.0 HP S.F. 1.15
 G. Normblock Multi 125/250 (Ø 255mm) - 30.0 HP S.F. 1.15

8125 Bayberry Road, Jacksonville, Florida 32256 USA | Phone: (904) 739-2626 | Fax: (904) 737-5261 Website: www.speck-pumps.com

### RECIRCULATION

### тм **FIBERGLASS Hair & Lint Strainers GUARDIAN**



D\* = Outside Diameter.

150NBFG40ER1

150NBFG42ER

150NBFG60ER1

150NBFG62ER1

Neptune-Benson<sup>\*</sup>

NBBSK14EP

NBBSK14EF

NBBSK14EF

NBBSK14EF

154

154

192

192

14 x 10

14 x 12

16 x 10

16 x 12

(4) Securing assemblies for 3" & 4" sizes. (6) Securing assemblies for 5" & 8" sizes. (8) Securing assemblies for 10" and larger.

5.4:1

5.4:

4.3:1

4.3:1

2295

2295 3012

3012

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828

828

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828

R 6/29/12

230

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320

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## Eco-Flow-C®

AC Drives for Commercial Pools & Spas



## **Eco-Flow® Products:**

## SO SMART, YET SO SIMPLE.

Introducing the Eco-Flow-C® Variable Frequency Drive from H<sub>2</sub>flow. Eco-Flow® drives combine functionality, quality, and reliability, to provide the user with an unparalleled VFD experience. Fully configured for the pool & spa industry, Eco-Flow-C® drives offer an array of unique features to ensure complete optimization of pool pumps, while also maintaining ease of operation and user-friendliness.

Ideally suited for 3-Phase centrifugal pool pumps ranging from fractional thru 1,250 horsepower, Eco-Flow-C® drives are capable of handling practically any recreational water application, e.g., pools, spas, fountains, and various other types of water features.

Plus, Eco-Flow® variable speed AC drives are backed by our combined 100-plus years of experience with monitoring and controlling pumps. H<sub>2</sub>flow is the only manufacturer in the pool industry that is totally dedicated to this technology.



## **OPTIMIZE VERSATILITY. REDUCE OPERATING COSTS.**

Eco-Flow-C® offers a wide array of unique features and benefits for pool & spa applications including load curve monitoring and constant flow features.

Eco-Flow-C's® patented 'Load Curve' monitoring feature protects the pump and system from abnormal operating conditions. During its 'AutoSet' procedure, the system automatically measures the shaft power taken at nine incremental points between the minimum and maximum speeds to be used. From these measured data points, the system creates a 'normal' pump curve and applies both overload and underload protection in order to detect abnormalities such as closed valves, cavitation, worn impeller, run dry, loss of prime, bad bearings, etc.

While running the pump at a lower speed will achieve a significant reduction in operating costs, Eco-Flow-C® can further optimize the circulation system's

performance by utilizing its powerful 'Constant Flow' feature. Precise control of the flow rate will ensure that the state's mandated turnover rate is maintained - even as the filter becomes dirty. As an added safety measure, the system will not allow the pump to over-speed and will go into a visual alarm condition should it determine that the filter needs to be backwashed.



room.

1		Ec	Co-Flow - C
- 1	0		
- 11	F1		Auto Flow Co
	F2		Fixed Speed
		1	2 3
			5 6
	199	7	8 9

Above: Eco-Flow-C Aquatic Controller.

- Automatic Systems

## BUILT TO MEET YOUR NEEDS.

The rugged and durable NEMA 12 construction of Eco-Flow-C® makes it ideal for the hostile environment of a pool equipment

Over time, chemical gases will destroy electronic circuits that are not fully sealed and protected from such an unforgiving environment. With more than 30 years of exposing our VFDs to some of the harshest industrial environments around, you can be sure that your investment will withstand the test of time - hence our unparalleled 3-year warranty on Eco-Flow-C®.

In addition to a wide array of impressive features and benefits, Eco-Flow-C® also serves up some convenient setup tools. A detachable keypad allows for quick and easy setup of multiple drives and the H<sub>2</sub>flow Aquatic Controller makes setup of individual units a breeze.

# SIMPLICITY IN ITS MOST ADVANCED STATE.



Think for a moment about how simple it is to drive your car. If it wasn't as easy as putting your car in Drive and stepping on the gas, you might have some reservations about getting behind the wheel. That's the philosophy we take with our products too - and Eco-Flow-C® is no exception.

Despite all of its advanced features and functionality, Eco-Flow-C® couldn't be easier to use. We wanted to make sure that it's as easy to setup and use as possible, and our Aquatic Controller assists in making this vision a reality. Once the unit is installed, the user is asked to enter a few simple parameters into the Aquatic Controller to complete setup. It's that simple!

**FEATURES & BENEFITS** 

- Rugged NEMA 12 Construction
- Aquatic Controller with Modbus
  - Communication
- Two Programmable Speed based on Real Time Clock Setting
- Constant Flow based on either Pressure or Flow Sensor Input
- Programmable backwash for Manual and

- Pump Dry Run and Cavitation Protection
- Worm Pump Impeller Detection
- Closed Suction / Discharge Valve Detection
- Loss of Prime Detection
- Soft Start / Stop
- Supply Voltage: 3 x 208-230
- Supply Voltage: 3 x 480
- Lightning Arrestor available

- VFD Power Loss Protection
- Built-in DC Bus Filter
- Copying of VFD settings via detachable keypad
- Multi function readout (i.e., run time, consumed power, speed, etc.)



Above: detachable  $Eco-Flow-C(\mathbb{R})$ keypad makes setup of multiple units auick and simple.

## CHLOR 25SM

## THE MOST DEPENDABLE Commercial Salt Chlorinators in The Industry.





ChlorKing<sup>®</sup> commercial saline chlorinators are leading the way to better, safer water. Their unique, forward-thinking design converts your pool into the mineral spa water you have always dreamed of. ChlorKing salt systems eliminate the costs, risks and smell associated with shipping and storing traditional chlorine. And they pay for themselves through lower cost of operation and a longer lasting system. ChlorKing's patented single cell technology ensures the need for only one system for your commercial pool or spa.

### The CHLOR 25SM

The ChlorKing<sup>®</sup> CHLOR 25SM salt chlorinator is mounted onto any wall surface in the pump room and is plumbed into the existing pool circulation system. A mild saline solution of between 3,500 – 5,000ppm salt is introduced to the pool and flows through the cell to create hypochlorous acid. The ChlorKing<sup>®</sup> CHLOR 25SM is a single cell and is plumbed in a bypass for easy installation.

### **Main Features**

- Patented single cell technology
- 4mm plate spacing designed for commercial pools
- Self cleaning (reverse polarity) or forward polarity
- 15,000 hour cell
- Clear reaction chamber for easy viewing
- Bypass installation with 1" plumbing
- Only 20gpm flow required
- Automatic salinity control
- Industrial switch-mode water cooled power supply
- Designed, manufactured and supported in the U.S.A

### **Specifications - CHLOR 25SM**

- Certifications achieved
   NSF-50 pending
- > UL-1081
- Electrode stacks
- > 1-25 lb, 15,000 hr in clear housing
- Electrical specifications
- → Max primary amps (15 @ 208v)
- > Voltage / Hz (208-240v 50/60Hz single phase)
- GFCI breaker required (30 amp)
- Power supply > Water cooled
- Operating temperature
  - $\rightarrow$  35°F (2°C) to 115°F (46°C) air temperature
  - > 59°F (15°C) to 104°F (40°C) water temperature
- Plumbing / flow gpm
  - > 1 1/2" inlet and outlet
  - > 20 gpm (flow required)
  - > 50 psi (max pressure)
- Dimensions
  - > 20"W x 20"H (Power supply)
  - >13"W x 28"H (Cell housing)
- Salt concentration & display
  - > 3,500 5,000ppm required
  - Digital toroidal salt display
- Equivilent chlorine production > 25 lbs / 24 hours
- Bonding and grounding
- → Bonding lugs and grounding Ts included
- > Bonding and grounding of this system is essential
- > Bonding and grounding of all equipment in the pump room is required.

### **Order Information**

 Product code: CHLOR 25SM - Reverse polarity CHLOR 25CSM - Forward polarity

## **CHLOR 25SM DIMENSIONS & PLUMBING**



ChlorKing pioneered on-site chlorine generating technology in the 1970's. Realizing the potential for swimming pools and commercial applications, the company began generating "ultimate water" with simple, yet highly advanced technology. Today, ChlorKing<sup>®</sup> leads the way in commercial saline chlorination and is consistently seeking new frontiers in sanitizing solutions including ultraviolet light technology and their NEX-GEN<sup>®</sup> pH onsite chlorine generators. These environmentally friendly solutions are changing the way we treat H<sup>2</sup>O.



Safer water through smarter technology.

Salt Chlorination Systems • Ultraviolet Light Systems • Mixed Oxidant Systems

## SSFEEDER-S

## Automate your pool saline content with a newly designed ChlorKing SSFEEDER-S



ChlorKing's saturated salt feeders automate the saline concentration of your pool. The newly updated single tank design uses pool water to fill the tank, and greatly reduces the footprint of the previous double tank design.

This simple and elegant solution helps pool operators maintain the correct saline level in their pools at all times. A signal from your ChlorKing saline chlorination system activates a Stenner pump and injects saturated brine from the salt feeder to the pool.

Forget having to manually test and add salt to your pool, when a ChlorKing SSFEEDER-S can automate the process.

### Benefits of adding a SSFEEDER-S

- Automatically adds salt to the pool
- No need to manually test and add bags of salt to the pool
- No need to close the pool while adding salt
- · Maintains an exact saline level, which increases cell life

### Easy to use

Chlorking SS-FEEDERS are plumbed using 1/2" flex directly from the pool, which fills the tank to a predetermined level, saturating the salt. When the Stenner pump receives a signal from the ChlorKing saline system requiring salt, it starts the pump and injects saturated salt into the pool or spa.

### 3 Models available

- SSFEEDER 30-S (Holds 300 lbs. of salt)
- SSFEEDER 55-S (Holds 550 lbs. of salt)
- SSFEEDER 100-S (Holds 1,000 lbs. of salt)

### Dimensions

- SSFEEDER 30-S (14"W x 26"D x 24"H)
- SSFEEDER 55-S (20"W x 26"D x 31"H)







# Dimensions

SSFEEDER-30S





## **City of Pleasant Ridge**

James Breuckman, City Manager

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To: City Commission

Date: September 8, 2022

Re: Dog Park Lighting Petition

### Overview

The City has received a petition from dog park users to install lights at the dog park.

### Background

The dog park is a user-fee funded recreation amenity. Annual dog park passes are \$35 for residents, with the proceeds covering the cost to maintain the dog park. Major expenses include grounds maintenance, mutt mitts, and the cost to maintain and operate the gate system (which requires wireless hotspots and software maintenance fees). Annual dog park pass revenues are generally between \$4,000 and \$4,500 annually.

The request to install lights at the dog park would allow for increased use of the amenity, particularly in the late fall, winter, and early spring when daylight hours are at yearly minimum.

### **Dog Park Use Patterns**

Dog park use varies with the seasons. Weather may play a part, but it is likely that daylight patterns throughout the year are a larger determinant of dog park use. To try to assess the impact of daylight hours on dog park use, I pulled visit data for the dog park from January 1 of this year and summarized the percentage of visits that occurred during each hour of the day for January 1 through March 12, when twilight<sup>1</sup> was between 5:40pm and 7pm. Daylight Savings time began on March 13.

I then summarized the visits from May 1 through August 17, which is the period of the year when twilight is between 9 and 9:45pm – the peak daylight period.

The following chart shows that usage patters do seem to change with the seasons. Visits are highest from 5-6pm during the early part of the year when twilight is earliest. During the early part of the year, there are almost no visits after twilight, which is generally between 6-7pm.

During the part of the year when daylight hours are the longest, evening visits are more spread out. Twilight during this part of the year is generally between 9 and 9:30pm, and there are very few visits after 10pm.

<sup>&</sup>lt;sup>1</sup> As used in this document, "twilight" refers to civil twilight.



### Cost

The cost to install lights at the dog park is dependent on the number and style of lights. One option would be to have DTE install streetlight-style lights on a pole near each entrance. Based on past installations, this would likely cost between \$4,000 and \$6,000. One potential drawback of this option is that it is uncertain if DTE lights can have lighting controls to turn the lights off at a certain time.

Another option would be to install lighting like the Gainsboro Park pathway lighting that was installed in 2019. That project cost about \$100,000 to install 38 lights, which included a mixture of bollards and post lights. For a dog park scenario, we would likely need to install post lights which have a higher per-unit cost. Depending on the number of lights we install, it is likely that at today's prices it would be about \$4,000 - \$5,000 per light. This will be a smaller job, and there is usually a cost premium for smaller jobs.

### **Recreation Commission Input**

The Recreation Commission was asked to provide input on this request at a meeting, but no quorum was present. An informal poll of the Recreation Commission found that three were in favor of adding lights, two opposed, and one undecided. Three indicated that the lights should be turned off at 9 pm, and three indicated that they should be turned off at 10 pm.

### Hours

If installed, it is my recommendation that the lights be set to turn on at 7 am each morning and turn off at 10 pm each night based on summer usage patterns. This is in keeping with the tennis courts, which is the other comparable lighted active-use park facility in the city.

### **Requested Action**

City Commission direction to Staff on next steps. Specifically:

- Is the City Commission in favor of exploring this request further?
- How should this request be paid for, if approved? Should the City budget pay for improvements to a user-fee supported park facility, or should dog park fees be increased to cover the cost of improvements over time?
- What should the start and end time for lighting be, if installed?

We, the undersigned, are requesting the city install light at the Pleasant Ridge Dog Park. Lights will improve the visibility and safety for all users.

Printed Name	Signature	Address	Date
Herander Moss	-	74 Devonshire	79/22
· Repecca Mahoney	_	74 Devonshire Rol	7/9/22
Lasse Bolz		71 Amperst	7-10/22
· RILLAND DIOUILIAND	-	54 wellesly	1-11-22
Dave SUNZWALL	-	54 Wellisky	7-11-22
Stad Bannon	-	31 Hayover Road	7/14/22
711 chael GRIFFIN	-	31 HANOVER Rd	7/14/22
· Neal Lepsetz	ذ -	57 Maywood Ave	7/16/22
· Bridget Marsh		64 Fairwood	7/10/22
"Andra Millig	-	64 Farman	7/16/22
" Jenny Alvanez (		15 Maywoor	7/19/22
" Juan Alvarez		15 May wood	2/17/22
· AMY ROZMUS		\$3 Korstyten	7/17/22
" Michel Youlloyds		69 Antest	7/17/22
" Letter H. Cost		69 Autors	7/17/22

We, the undersigned, are requesting the city instal a lights at the Pleasant Ridge Dog Park. Lights will improve visability and saftey for all users.

PRINTED NAME	SIGNATURE	ADDRESS	DATE
ERIC Western		39 SYLVAN AVE PR 48069	6/19/22
JOANNE ABRAMSON	0	53 FAIRWOOD PR 48069	6/20/2-
data M. Johnson	_	56 Woodward Ats PR 4806	9 6/20/22
Scott McCurter	_	566 Ecaknidge AVE 48220	6/20/22
1 Victor Gressie	_	67 Maynord Ave 48069	6/20/20
S Courtney George	_	64 Maywood Ave 48069	6/20/22
Thomas Hofen	_	123 Maplefield. Rd 48069	6/20122
Bailey Blank	_	42 Maywood Ave. 48069	6/20/22
Alana Kaner	_	43 Devonshire Rd.	6/20/22
Shown Wright	-	39 Wellesley Dr. 1826	9 6/20/02
CRAIG BENTLEY	_	I FAIRWOOD BLUD 48060	1 6/20/22
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Lesa Alvella		37 SYLVAN, PLEASAT RIE	1/2 6-232-

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We, the undersigned, are requesting the city install light at the Pleasant Ridge Dog Park. Lights will improve the visibility and safety for all users.

Printed Name	Signature	Address	Date
Sarah Caldwell		45 Devonshire PR	6-25-22
· Charles Green		41, Devenshire	6-25-22
Michelle Spania		46 Devenshike	52522
Martha Schlerup		25 Bern Hun	4-26-22
Eileen Gyorkos		39 Devonshire Rd	6-26-22
Tom Mohan		34 Devonshire R	6-27-22
DAVE LEBLANG		47 DEVONSHILL	6.28.23
Joel & Day 14		43 Devon shire	6/28/22
Douil Kreyse		21 Devenshire	6-20-22
" Don St Aults		53 Devonstine	630/22
Eric Andary		52 Devonshire Rd PR	6-30-22
· Robert Dozzi		44 Devonshire Rd, Pleasant Ridge	06/38/8022
" Justin Mith		A Devulshire Rd. Pleaser	+ Cel30/27
" JE Juse Pit		61 Devensmant Ko 48050 Ridloge	6(30/22
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We, the undersigned, are requesting the city instal a lights at the Pleasant Ridge Dog Park. Lights will improve visability and saftey for all users.

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PRINTED NAME	SIGNATURE	41 maywood Are.	6/24
1 Eing Lomeli Limón		41 maywood Ave.	6/24
2 Raymundo Magaña Gomez		40 maple field Rd	6/24
3 Andreasa Dimitry		40 maplefield fd	6/24
4 Nawar Dimitry		44 MapleReld Rd.	6124
5 Lisa Settle		The lat 1 MIRI	6/24
6 Ken Settle		111 Provident	6/21
15May BUDERK		1000	6/24
8 RYAN PIIPPO		90 AMHERST	
9 Sally BEdok A		22593 King Richard Col	4/30
10 Scott Bodol \$		10714 LADAUE HW	THE
11 Allosh Bodil A		715 Hildale 20	6/27
12 Katy Riippo		90 AMNERST Rd	630
13 GARY GRURZKOWSK	4	43 AMHERST	
14 Julia Valdovino		43 Amherst	6-30
15 Tobu Letzring		45 Maywood	6-30
16 Hans Letering		45 mayned	\$7-87

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PRINTED NAME	SIGNATURE	ADDRESS	DATE
1 James M. Rheis		10024 tulbor How Type woods	6/14/22
2 Michele Starter		60 Welksey DGPR 48	69 624
3 Jule 177		2655 Youk, Hu 480	6 6/2tas
4 KENTH CUNNINGHAN		9 Cambridge PRI	6/26/22
5 COLBY Cunningham		5 Kensington PR	6/26/22
6 Miristi McAuliffe		6 FAIRWOOD BLVD	7 4 22
7 SON TRAN		6 FATIR WOOD BLUD.	7.4,22
8 Mike Nordloh		34 Wellesley Dr	7/4/22
9 Robert Kling		9 Kersington Blud	7/4/22
10 Shawn D'Connor		78 Woodward Heights	7/6/22
11 KATY SCHMIER		29 WELLESLEY DR	7/18/22
12			
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