



CITY OF GROSSE POINTE WOODS

REGULAR CITY COUNCIL MEETING AGENDA

Monday, December 06, 2021 at 7:00 PM

*Robert E. Novitke Municipal Center - Council Chambers/Municipal Court,
20025 Mack Plaza, Grosse Pointe Woods, MI 48236
(313) 343-2440*

1. CALL TO ORDER

A. Administrative Memo: 11/30/21

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. RECOGNITION OF COMMISSION MEMBERS

5. CONSENT AGENDA

A. **Approval of Minutes**

1. City Council 11/15/21
2. Tree Commission 10/06/21

B. **Bids/Proposals/Contracts**

1. License Agreement: AT&T Wireless (5th Amendment)

- a. Memo 11/28/21 - City Attorney
- b. Fifth Amendment to License Agreement
- c. License Agreement 06/17/96 and Addendum 06/17/96
- d. First Amendment to License Agreement 03/30/04
- e. Second Amendment to License Agreement 09/24/08
- f. (3rd) Second Amendment to License Agreement 09/06/11
- g. Fourth Amendment to License Agreement 09/25/18

2. Contract: Annual Fuel Purchase

- a. Memo 11/29/21 - Director of Public Services
- b. Bid Tabulation - RKA Tank Wagon 12/10/19
- c. Bid Tabulation - RKA Truck Transport 12/10/19

C. **Ordinances**

1. First Reading: An Ordinance to Amend the Code of Ordinances for the City of Grosse Pointe Woods, Chapter 2, Administration, Article VI, Elections to Amend Section 2-515 to Revise the Location of the Polling Places

- a. Memo 11/18/21 - City Attorney
- b. Proposed Ordinance

2. First Reading: An Ordinance to Amend City of Grosse Pointe Woods Code of Ordinances, Chapter 2, Administration, Article I, In General, To Add Regulations Placing the City Clerk, City Treasurer, and City Departments under the Supervision of the City Administrator

cc: Council - 7
City Administrator
City Attorney

Treasurer/Comptroller
City Clerk
Email Group/Media

Post - 4

- a. Memo 11/30/21 - City Attorney
- b. Proposed Ordinance

3. Second Reading: An Ordinance to Adopt Article XVII Solar Energy Systems, Chapter 8, Buildings and Building Regulations, Sec. 8-501 to Eliminate the Requirement that Panels be Located Within 4 Feet of Any Peak, Eave or Valley, to Provide that the Installation of the Solar Energy System Shall Comply with the Michigan Residential Code, and to Provide for Appeals to the City Council

- a. Letter 11/01/21 - City Attorney Tomlinson
- b. Proposed Ordinance
- c. Affidavit of Legal Publication

4. Second Reading: An Ordinance to Amend City of Grosse Pointe Woods Code of Ordinances, Chapter 2, Administration, Article II, Officers and Employees, to Add a New Division 5 to Create the Office of Assistant City Administrator

- a. Memo 11/01/21 - City Attorney
- b. Chapter 2 - Administration Article II - Officers and Employees; Divisions 2, 3, and 4
- c. Proposed Ordinance
- d. Affidavit of Legal Publication

D. Claims and Accounts

1. City Engineer - Anderson, Eckstein & Westrick

- a. DPW Barn Addition Invoice No. 0132601 08/11/21 - \$1,125.00;
- b. Oxford Road Recon - Mack to Holiday Invoice No. 0133913 11/02/21 - \$216.40;
- c. Allard Rd Recon. Chester/Harper (WCL) Invoice No. 0133914 11/02/21 - \$4,823.00;
- d. 2020/21 GIS Maintenance Invoice No. 0134036 11/02/21 - \$36.75;
- e. DPW Barn Addition Invoice No. 0134046 11/02/21 - \$3,375.00;
- f. 2019 Sewer Open Cut Repair Program Invoice No. 0134150 11/08/21 - \$154.10;
- g. 2020/21 Water Main Replacement Program Invoice No. 0134151 11/08/21 - \$20,440.64;
- h. 2020 Concrete Pavement Repair Program Invoice No. 0134152 11/08/21 - \$2,637.81;
- i. Sewer Rehab - Lining Invoice No. 0134153 11/08/21 - \$310.05;
- j. Sewer Rehab - Open Cut Invoice No. 0134154 11/08/21 - \$2,591.40;
- k. 2021 Misc. Concrete Repair Invoice No. 0134155 11/08/21 - \$6,113.72;
- l. 2021/22 General Engineering Invoice No. 0134212 11/09/21 - \$270.50;
- m. 2021 Sewer Rehab by FCIPP Invoice No. 0134214 11/09/21 - \$11,286.91;

2. McKenna - Building Services Invoice No. 21849-45 11/08/21 - \$3,920.00;

3. WCA Assessing Invoice No. 11162021 11/16/21 - \$6,508.50;

4. Kitch Drutchas Wagner Valitutti & Sherbrook Cell Tower Invoice No. 516935 11/02/21 - \$6,057.82;

5. McGraw Morris Legal Services Invoice No. 8343 11/11/21 - \$297.50;

6. Keller Thoma Labor Attorney Invoice No. 121176 11/01/21 - \$262.50;

7. Rosati, Schultz, Joppich & Amtsbuechler City Attorney Invoice No. 1076433 11/11/21 - \$10,191.50.

6. ACCEPTANCE OF AGENDA

7. OATH OF OFFICE

- A. Assistant City Administrator - Susan Como

8. COMMUNICATIONS

- A. Discussion Regarding Retirement Celebration
- B. Budget Transfer - Retiree Health Care Trust Fund
1. Memo 11/26/21 - Treasurer/Comptroller
- C. Rules of Order and Procedure for the Common Council
1. Memo 11/22/21 - City Clerk
2. Draft Rules of Order and Procedure for the Common Council Rev 11/22/21
- D. Legal Proceedings: Dubrulle et al vs Great Lakes Water Authority
1. First Amended Class Action Complaint and Jury Demand
- E. Resignation - Beautification Commission
1. Email 11/12/21 - Linda Stephens

9. NEW BUSINESS/PUBLIC COMMENT

10. CONSIDERATION OF A CLOSED SESSION UNDER SECTION 8(E) OF THE OPEN MEETINGS ACT TO CONSULT WITH THE CITY ATTORNEY REGARDING TRIAL OR SETTLEMENT STRATEGY IN CONNECTION WITH U.S. DISTRICT COURT CASE NO. 21-CV-12546, U.S. SPECIALTY INSURANCE COMPANY V GROSSE POINTE WOODS, WHERE AN OPEN MEETING WOULD HAVE A DETRIMENTAL FINANCIAL EFFECT ON THE CITY'S LITIGATION AND SETTLEMENT POSITION.

11. ADJOURNMENT

**Lisa Kay Hathaway, MiPMC-3/MMC
City Clerk**

**IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)
POSTED AND COPIES GIVEN TO NEWSPAPERS**

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440 or Telecommunications Device for the Deaf (TDD) 313 343-9249

***** NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD THE COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST. *****

COUNCIL ADMINISTRATIVE MEMO
November 30, 2021

OFFICE OF THE CITY ADMINISTRATOR

Subject: Recommendations for Council Meeting of December 6, 2021

- Item 1 CALL TO ORDER Prerogative of the Mayor to call this meeting to order.
- Item 2 ROLL CALL Prerogative of the Mayor to request a Roll Call from the City Clerk.
- Item 3 PLEDGE OF ALLEGIANCE Prerogative of the Mayor to lead the City Council, Administration, and members of the audience in the Pledge of Allegiance.
- Item 4 RECOGNITION OF COMMISSION MEMBERS Prerogative of the Mayor to request Commission Members in attendance at tonight's meeting to approach the podium and introduce themselves and the Commission on which they serve.
- Item 5 CONSENT AGENDA All items listed under the Consent Agenda are considered routine by the Council and will be enacted by one motion and a second. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the consent agenda and considered. One member may request that an item be removed and no second is required.

Prerogative of the City Council to approve all items listed under the consent agenda as presented.

A. Approval of Minutes

- 1. City Council 11/15/21
- 2. Tree Commission 10/06/21

B. Bids/Proposals/Contracts

- 1. License Agreement: AT&T Wireless (5th Amendment)
 - a. Memo 11/28/21 - City Attorney
 - b. Fifth Amendment to License Agreement
 - c. License Agreement 06/17/96 and Addendum 06/17/21
 - d. First Amendment to License Agreement 03/30/04
 - e. Second Amendment to License Agreement 09/24/08
 - f. (3rd) Second Amendment to License Agreement 09/06/11
 - g. Fourth Amendment to License Agreement 09/25/18

The City Attorney, in her memo dated November 28, 2021, provides an overview of the history regarding the cell tower located at City Hall, which began in 1996. AT&T has expressed interest in extending the Agreement and has proposed an amendment (5th) to the Agreement to extend the term and permit a modification to the tower equipment. She further outlines details of the Fifth Amendment presented for Council's consideration, which includes adding six renewal terms of five years each (30 years), New Cingular will pay \$4,456.00 in monthly rent (\$53,472 per year) with a 3.5% annual increase, a \$120,000.00 signing bonus, and additional details pertaining to

additional tenants, Quit Claim Deed and/or Bill of Sale, Removal Bond, and Equipment. Approval of this Agreement will authorize the City Administrator to sign the contract.

2. Contract: Annual Fuel Purchase

- a. Memo 11/29/21 - Director of Public Services
- b. Bid Tabulation - RKA Tank Wagon 12/10/19
- c. Bid Tabulation - RKA Truck Transport 12/10/19

The Director of Public Services, in his memo dated November 29, 2021, is again recommending a contract be awarded to RKA Petroleum Companies to provide tank wagon deliveries of gasoline and diesel fuel from February 1, 2022, through January 31, 2024, in an amount not to exceed \$115,000.00 annually. RKA has agreed to extend current contract pricing. This item is included in the budget, and I concur with his recommendation. Approval of this contract will authorize the City Administrator to sign necessary documentation.

C. Ordinances

1. First Reading: An Ordinance to Amend the Code of Ordinances for the City of Grosse Pointe Woods, Chapter 2, Administration, Article VI, Elections to Amend Section 2-515 to Revise the Location of the Polling Places

- a. Memo 11/18/21 - City Attorney
- b. Proposed Ordinance

This ordinance is proposed to be set and published in the Grosse Pointe News for a Second Reading and adoption for the meeting on December 20, 2021.

2. First Reading: An Ordinance to Amend City of Grosse Pointe Woods Code of Ordinances, Chapter 2, Administration, Article I, In General, To Add Regulations Placing the City Clerk, City Treasurer, and City Departments under the Supervision of the City Administrator

- a. Memo 11/30/21 - City Attorney
- b. Proposed Ordinance

This ordinance is proposed to be set and published in the Grosse Pointe News for a Second Reading and adoption for the meeting on December 20, 2021.

3. Second Reading: An Ordinance to Adopt Article XVII Solar Energy Systems, Chapter 8, Buildings and Building Regulations, Sec. 8-501 to Eliminate the Requirement that Panels be Located Within 4 Feet of Any Peak, Eave or Valley, to Provide that the Installation of the Solar Energy System Shall Comply with the Michigan Residential Code, and to Provide for Appeals to the City Council

- a. Letter 11/01/21 - City Attorney Tomlinson
- b. Proposed Ordinance
- c. Affidavit of Legal Publication

This ordinance is proposed to be adopted and made effective in twenty days.

4. Second Reading: An Ordinance to Amend City of Grosse Pointe Woods Code of Ordinances, Chapter 2, Administration, Article II, Officers and Employees, to Add a New Division 5 to Create the Office of Assistant City

Administrator

- a. Memo 11/01/21 - City Attorney
- b. Chapter 2 - Administration Article II - Officers and Employees;
Divisions 2, 3, and 4
- c. Proposed Ordinance
- d. Affidavit of Legal Publication

This ordinance is proposed to be adopted and made effective in ten days.

D. Claims and Accounts1. City Engineer - Anderson, Eckstein & Westrick

- a. DPW Barn Addition Invoice No. 0132601 08/11/21 - \$1,125.00;
Account No. 598-787-977.103.
- b. Oxford Road Recon - Mack to Holiday Invoice No. 0133913 11/02/21 -
\$216.40; Account Nos: 203-451-974.201 - \$17.31, 202-451-977.803 -
\$177.45, 592-537-975.401 - \$21.64.
- c. Allard Rd Recon. Chester/Harper (WCL) Invoice No. 0133914 11/02/21
- \$4,823.00; Account No. 203-451-977.803.
- d. 2020/21 GIS Maintenance Invoice No. 0134036 11/02/21 - \$36.75;
Account No. 592-537-977.000.
- e. DPW Barn Addition Invoice No. 0134046 11/02/21 - \$3,375.00;
Account No. 598-787-977.103.
- f. 2019 Sewer Open Cut Repair Program Invoice No. 0134150 11/08/21 -
\$154.10; Account No. 592-537-976.001.
- g. 2020/21 Water Main Replacement Program Invoice No. 0134151
11/08/21 - \$20,440.64; Account No. 592-537-977.310.
- h. 2020 Concrete Pavement Repair Program Invoice No. 0134152
11/08/21 - \$2,637.81; Account Nos: 202-451-974.201 - \$501.18, 203-
451-974.201 - \$316.54, 585-561-978.300 - \$1,318.91, 592-537-975.401
- \$501.18.
- i. Sewer Rehab - Lining Invoice No. 0134153 11/08/21 - \$310.05; Account
No. 592-537-976.001.
- j. Sewer Rehab - Open Cut Invoice No. 0134154 11/08/21 - \$2,591.40;
Account No. 592-537-976.001.
- k. 2021 Misc. Concrete Repair Invoice No. 0134155 11/08/21 - \$6,113.72;
Account Nos: 202-451-974.201 - \$1,406.16, 203-451-974.201 -
\$917.05, 585-561-978.300 - \$2,384.35, 592-537-975.401 - \$1,406.16.
- l. 2021/22 General Engineering Invoice No. 0134212 11/09/21 - \$270.50;
Account Nos: 101-441-818.000 - \$90.16, 101-444-818.000 - \$90.17,
592-537-818.000 - \$90.17.
- m. 2021 Sewer Rehab by FCIPP Invoice No. 0134214 11/09/21 -
\$11,286.91; Account No. 592-537-976.001.

- 2. McKenna - Building Services Invoice No. 21849-45 11/08/21 - \$3,920.00;
Account No. 101-180-818.000.

- 3. WCA Assessing Invoice No. 11162021 11/16/21 - \$6,508.50; Account No. 101-
224-818.000.

- 4. Kitch Drutchas Wagner Valitutti & Sherbrook Cell Tower Invoice No. 516935
11/02/21 - \$6,057.82; Account No. 101-210-812.000.

5. McGraw Morris Legal Services Invoice No. 8343 11/11/21 - \$297.50; Account No. 101-210-801.000.
6. Keller Thoma Labor Attorney Invoice No. 121176 11/01/21 - \$262.50; Account No. 101-210-810.000.
7. Rosati, Schultz, Joppich & Amtsbuechler City Attorney Invoice No. 1076433 11/11/21 - \$10,191.50; Account Nos: 101-210-801.000 - \$8,509.50, 101-210-801.300 - \$1,682.00.

Item 6 ACCEPTANCE OF THE AGENDA Prerogative of the City Council that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Item 7 OATH OF OFFICE Prerogative of the Mayor to ask the City Clerk to administer the Oath of Office to Sue Como, who will be serving as the City's Assistant City Administrator effective December 16, 2021.

Item 8 COMMUNICATIONS

Item 8A RETIREMENT CELEBRATION Prerogative of the City Council to rescind the motion allowing an expenditure of up to \$2,000.00 for the retirement celebration.

Item 8B BUDGET TRANSFER – RETIREE HEALTH CARE TRUST FUND The Treasurer/Comptroller, in her memo dated November 26, 2021, is requesting to transfer \$200,000.00 to the Retiree Health Care Trust Fund held with Charles Schwab for payment toward Other Post-Employment Benefits (OPEB). This item is included in the FY 2021/22 budget and funds will be restricted for the payment of retiree healthcare expenses.

Prerogative of the City Council to approve a budget transfer in the amount of \$200,000.00 from Account No. 101-299-999.736 into the Retiree Health Care Trust Fund held with Charles Schwab for payment toward Other Post-Employment Benefits.

Item 8C RULES OF ORDER AND PROCEDURE FOR THE COMMON COUNCIL On November 15, 2021, the City Council approved the Rules of Order and Procedure for Common Council, which incorporated a number of revisions including the addition of utilizing a Consent Agenda. Following implementation and various discussions, the City Clerk recommends additional revisions to the Rules of Order as follows:

1. Item No. 2 – Remove *Presentation* from the Consent Agenda and insert after Acceptance of the Agenda;
2. Item No. 2 – Remove *Ordinance* from the Consent Agenda and insert after Communications;
3. Item No. 25 – Revised to clarify processing matters to be addressed by City Council.

Prerogative of the City Council to approve the Rules of Order and Procedure for the Common Council as amended.

- Item 8D LEGAL PROCEEDINGS: DUBRULLE ET AL VS GREAT LAKES WATER AUTHORITY Prerogative of the City Council to receive these Legal Proceedings and forward to the City Attorney for further processing.
- Item 8E RESIGNATION – BEAUTIFICATION COMMISSION Prerogative of the Mayor to accept the resignation of Linda Stephens from the Beautification Commission with regret, and direct that appropriate thanks and recognition be sent to Ms. Stephens.
- Item 9 NEW BUSINESS/PUBLIC COMMENT Prerogative of the Mayor to ask if there is any New Business to come before the City Council from the City Council or Administration; and then, to ask members of the audience if there is any Public Comment to come before the City Council.
- Item 10 CONSIDERATION OF A CLOSED SESSION UNDER SECTION 9(E) OF THE OPEN MEETINGS ACT TO CONSULT WITH THE CITY ATTORNEY REGARDING TRIAL OR SETTLEMENT STRATEGY IN CONNECTION WITH U.S. DISTRICT COURT CASE NO. 21-CV-12546, U.S. SPECIALTY INSURANCE COMPANY V GROSSE POINTE WOODS, WHERE AN OPEN MEETING WOULD HAVE A DETRIMENTAL FINANCIAL EFFECT ON THE CITY'S LITIGATION AND SETTLEMENT POSITION.
- Item 11 ADJOURNMENT Upon the conclusion of public comment with no further business to be conducted by the City Council, prerogative of the City Council to motion for adjournment of tonight's meeting.

Respectfully submitted,



Bruce J. Smith
City Administrator

COUNCIL
11-15-21 - 141

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, NOVEMBER 15, 2021, IN THE COUNCIL-COURT ROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

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

PRESENT: Mayor Bryant
Council Members Brown, Gafa, Granger, McConaghy, Vaughn
ABSENT: Koester

Also Present: Acting City Administrator/ Director of Public Safety Kosanke
City Attorney Anderson
Treasurer/Comptroller Murphy
City Clerk Hathaway
Building Official Tutag

Motion by Granger, seconded by Vaughn, that Council Member Koester be excused from tonight’s meeting.

Motion carried by the following vote:
Yes: Brown, Bryant, Gafa, Granger, McConaghy, Vaughn
No: None
Absent: Koester

Council, Administration, and the audience Pledged Allegiance to the Flag.

The following Commission Members were in attendance:
Mike Fuller, Planning Commission
Catherine Dumke, Senior Commission

Motion by Granger, seconded by Gafa, that all items on the Consent Agenda be approved as amended (Item 5A1 – City Council Minutes November 8, 2021, were removed):

- A. Approval of Minutes
 - 1. Election Commission 11/08/21, w/recommendation: Assignment of Polling Locations
 - 2. Historical Commission 09/09/21

COUNCIL
11-15-21 - 142

- B. Claims and Accounts
 - 1. Hallahan & Associates, P.C. - Attorney
 - a. Invoice No. 19019 Received 11/08/21 - \$34.76;
 - 2. Keller Thoma - Labor Attorney
 - a. Invoice No. 121175 11/01/21 - \$3,807.65;
 - 3. York, Dolan & Tomlinson, P.C. - City Attorney
 - a. Invoice 11/03/21 - \$4,014.50.

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, McConaghy, Vaughn
 No: None
 Absent: Koester

Motion by Granger, seconded by Gafa, that all items on tonight's agenda be received, placed on file, and taken in order of appearance with the addition of the City Council Minutes dated November 8, 2021.

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, McConaghy, Vaughn
 No: None
 Absent: Koester

Motion by McConaghy, seconded by Vaughn, that the City Council Minutes from November 8, 2021, be approved as amended.

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, McConaghy, Vaughn
 No: None
 Absent: Koester

THE MEETING WAS THEREUPON OPENED AT 7:07 P.M. FOR A PUBLIC HEARING TO HEAR THE APPLICATION OF PAMELA PARIS, 2016 COUNTRY CLUB, GROSSE POINTE WOODS, WHO IS REQUESTING A FENCE VARIANCE TO INSTALL A 6' SOLID FENCE ALONG THE EAST LOT LINE, WHICH IS NONCOMPLIANT WITH SECTION 8-279(12) OF THE CITY CODE. A VARIANCE IS THEREFORE REQUIRED.

Motion by Granger, seconded by Gafa, that for purposes of the public hearing the following items be received and placed on file:

COUNCIL
11-15-21 - 143

1. Letter 10/19/21 - Pamela Paris, Michael Barnwell
2. Application for Fence 10/01/21
3. Photos (2)
4. Mortgage Survey 07/18/95
5. Memo 11/01/21 - Building Inspector
6. Photos (3)
7. Building Permit No. PB050983 01/11/06
8. Application for Fence Permit Received 12/12/05
9. Letter Received 12/12/05 - Pam Barnwell
10. Mortgage Survey 07/18/95
11. Letter 12/15/05 - City Attorney Berschback
12. Settlement Agreement Regarding Fence Construction
13. Contract Form 11/08/05 T.J. Mac, Inc/Tom's Fence Co.
14. Settlement Agreement 01/11/06
15. Order and Conditional Sale Contract 11/08/05 - Modern Fence Co./ L & L Fence & Supply Co.
16. Memo 10/28/21 - Director of Public Services
17. Affidavit of Property Owners Notified 11/05/21
18. Aerial Views (2)

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, McConaghy, Vaughn
 No: None
 Absent: Koester

The Chair asked if anyone from the audience wished to speak in favor of the proposed request.
 The following individual was heard:

Pamela Paris
 2016 Country Club

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request.
 Nobody wished to be heard.

Motion by Gafa, seconded by McConaghy, that the public hearing be closed at 7:10 p.m. Passed unanimously.

Motion by McConaghy, seconded by Brown, regarding Public Hearing: Fence Variance: Pamela Paris, 2016 Country Club, that the City Council grant the fence variance for 2016 Country Club to permit installation of 6' solid fence along the east rear yard due to special circumstances that exist, to

COUNCIL
11-15-21 - 144

match an existing solid fence on the west side of the rear yard, and that installation of the fence be completed by September 2022.

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, McConaghy, Vaughn
No: None
Absent: Koester

Motion by Granger, seconded by Brown, regarding **2022 Commission Appreciation Reception/Budget Transfer**, that the City Council approve an amount not to exceed \$10,000.00 to hold the 2022 Commission Appreciation Reception, approve a budget transfer in the amount of \$2,000.00 from Account No. 101-101-957.000 into Account No. 101-101-881.000, for a total amount not to exceed \$10,000.00 to be taken from Account No. 101-101-881.000; and, to authorize the City Administrator to sign necessary contracts.

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, McConaghy, Vaughn
No: None
Absent: Koester

Motion by Gafa, seconded by McConaghy, regarding **Monthly Financial Report – October 2021**, that this report be forwarded to the Finance Committee.

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, McConaghy, Vaughn
No: None
Absent: Koester

Hearing no objections, the following items were heard under New Business:

- The Mayor presented a memo from the Executive Assistant to the City Administrator dated November 15, 2021, regarding holding a retirement celebration for Bruce Smith at a cost not to exceed \$2,000.00, date yet to be determined.
- The Mayor stated a lawsuit has been received from U.S. Specialty Insurance Co vs. City of Grosse Pointe Woods. The City Attorney requested the City Council receive the lawsuit and forward to the City Attorney for further processing.

COUNCIL
11-15-21 - 145

Motion by Gafa, seconded by McConaghy, that the following items be received and placed on file:

- 1. Memo dated November 15, 2021 – Executive Assistant to the City Administrator regarding retirement celebration for Bruce Smith;
- 2. Complaint for Declaratory Judgement, U.S. Specialty Insurance Company vs. City of Grosse Pointe Woods.

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, McConaghy, Vaughn
No: None
Absent: Koester

Motion by Brown, seconded by McConaghy, regarding **retirement celebration for Bruce Smith**, that the City Council approve an amount not to exceed \$2,000.00 to hold a retirement celebration for Bruce Smith, funds to be taken from Employee Relations Account No. 101-101-881.000.

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, McConaghy, Vaughn
No: None
Absent: Koester

Motion by McConaghy, seconded by Granger, regarding **Legal Proceedings: U.S. Specialty Insurance Co vs. City of Grosse Pointe Woods**, that the City Council refer this item to the City Attorney for further processing.

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, McConaghy, Vaughn
No: None
Absent: Koester

Motion by Granger, seconded by Vaughn, to adjourn tonight’s meeting at 7:19 p.m. **PASSED UNANIMOUSLY.**

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Arthur W. Bryant
Mayor

Minutes of the Grosse Pointe Woods Tree Commission Meeting October 6, 2021.

The meeting was called to order by Chairman Lechner at 7:32 p.m.

The following members were present:

Dave Andrews
Tim Butler
Ted Colborn
Maria Galbo
Laura Gaskin
Robert Greening
Paul Lechner
Mary Ellen Meyering
Randy Rennpage

The following members were excused:

Peter Groschner
Jeff Profeta

The following members were absent:

The following were also in attendance:

Melinda Billingsly
Michael Koester, Council Representative

Motion by Butler, seconded by Gaskin to approve the agenda for the meeting October 6, 2021 as amended to correct the dates in items 3 and 4 passed by the following vote:

Yes: 9 No: 0 Excused: 2

Motion by Rennpage, seconded by Andrews to approve the minutes for the meeting September 1, 2021 passed by the following vote:

Yes: 9 No: 0 Excused: 2

Treasurer's Report:

Butler reported that the August and September reports were emailed to all commission members and the balance sheet balance is \$5784.18 as of September 30, 2021.

Old Business:

The DPW gave Andrews 17 addresses and stakes for fall tree planting. Andrews and other Commission members will place the stakes promptly. Trees to be planted are Zelkova, Sycamore and Petticoat.

The members present voted unanimously to distribute a conifer to the third graders next year. Lechner will consult the nursery regarding availability.

Members discussed presenting winning poster entries, or all third graders with a commemorative quarter. The 2020 Vermont quarter depicts a girl planting a conifer seedling. Bob Greening and Jeff Profeta will retire from the Commission. Andrews and Colborn will continue. Rennpage has agreed to take over as Treasurer and the other officers have agreed to continue in their present positions.

New Business:

Andrews will start to GPS all of the Memorial trees next week.

Council representative Michael Koester provided an update of current city business.

Motion to adjourn at 8:55 p.m. moved by Andrews, and seconded by Gaskin, was unanimous.

Submitted by: Mary Ellen Meyering Office Held: Secretary Cell: 313 505 2352

RECEIVED
NOV 29 2021
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

LISA A. ANDERSON
landerson@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
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rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

MEMORANDUM

TO: Grosse Pointe Woods City Council

FROM: Lisa A. Anderson, City Attorney

DATE: November 28, 2021

RE: Fifth Amendment to License Agreement for Use of City Hall Cell Tower

The City entered into a license agreement on June 17, 1996 which called for AT&T Wireless (AT&T) to build the cellular tower located behind City Hall and permitted AT&T to install and operate wireless communications equipment on the tower. Addendum No. 1 to the license agreement called for AT&T to transfer ownership of the tower to the City. In October 2021, the City's license agreement with AT&T expired. New Cingular Wireless PCS, successor-in-interest to AT&T, is interested in continuing the license agreement and has proposed an amendment to the agreement to extend the term and permit a modification to the tower equipment. The Fifth Amendment to the License Agreement accomplishes the following:

1. Term: The amendment adds six renewal terms of five years each, for an additional thirty years.
2. Rent: New Cingular will pay rent in the amount of \$4,456.00 each month (equal to \$53,472 per year), with a 3.5% annual increase. In addition, the City has received a \$120,000 signing bonus.
3. Additional Tenants: The City may license space on the tower to other users. Additional tenants may not interfere with New Cingular's equipment or signals.
4. Quit Claim Deed and/or Bill of Sale: New Cingular will provide an executed quit claim deed or bill of sale for the tower as required by Addendum No. 1 to the License Agreement.
5. Removal Bond: New Cingular will provide a \$50,000 removal bond to guarantee removal of its equipment upon termination of the license.
6. Equipment: Three new antenna, three remote radio head, and two additional cables will be installed on the tower. Three antennas, six remote radio head, and two cables will be removed. A total of twelve antennas will remain on the tower. The City has received a structural analysis showing that the tower has sufficient capacity to accommodate the modifications.

A copy of the proposed Fifth Amendment to the License Agreement is attached for Council's consideration. I will be available at the December 6, 2021 Council meeting to answer any questions that may arise.

cc: Bruce Smith, City Administrator
Frank Schulte, Director of Public Works
Lisa Hathaway, City Clerk
Gene Tutag, Building Official

Market: MINDI
Cell Site Number: MI2011
Cell Site Name: Mack Plaza
Fixed Asset Number: 10083371

FIFTH AMENDMENT TO LICENSE AGREEMENT

THIS FIFTH AMENDMENT TO LICENSE AGREEMENT ("**Amendment**"), dated as of the latter of the signature dates below, effective October 1, 2021, is by and between the City of Grosse Pointe Woods, (hereinafter referred to as "**Licensor**"), having a mailing address of 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor-in-interest to AT&T Wireless PCS, Inc., having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319-5309 (hereinafter referred to as "**AT&T**" or "**Licensee**").

WHEREAS, Licensor and AT&T, or its predecessor-in-interest entered into a License Agreement dated June 17, 1996, First Amendment dated March 30, 2004, Second Amendment dated September 24, 2008, Third Amendment dated September 6, 2011, Fourth Amendment dated September 25, 2018, (collectively, the "Agreement") whereby Licensor licensed AT&T to utilize for certain wireless telecommunications purposes, certain Premises, therein described, which are a portion of the Property located at 20025 Mack Plaza, Grosse Pointe Woods, MI 48236; and

WHEREAS, Licensor and AT&T desire to amend the Agreement to allow AT&T to modify AT&T's existing Antenna Facilities; and

WHEREAS, Licensor and AT&T desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and AT&T desire to amend the Agreement to extend the term of the original Agreement; and

WHEREAS, Licensor and AT&T desire to amend the Agreement to adjust the License Fees, both upon execution of this amendment and monthly; and

WHEREAS, Licensor and AT&T desire to amend the Agreement to add indemnification by AT&T and such other amendments as contained herein; and

WHEREAS, Licensor and AT&T desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and AT&T, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and AT&T agree as follows:

1. Equipment. Licensor acknowledges and agrees that AT&T shall have the right to change, modify or add equipment as more completely described in attached Exhibit D-4, within one (1) year of the execution of this amendment. All work to be done in accordance with all plans, specifications and applications to be submitted to, reviewed and approved by the City of Grosse Pointe Woods, such approval not to be unreasonably withheld. Future changes, modifications or additions of equipment requested by AT&T for installation after June 17, 2022, or those changes, modifications or additions of equipment beyond the scope of the changes included in Exhibit D-4, shall require review and approval of all plans and specifications and, consent of the Licensor. All direct and reasonable costs incurred by Licensor related to these adjustments presently or in the future to be reimbursed by Licensee upon proof of payment.

2. Rent. Commencing on October 1, 2021, Rent shall be increased by One Thousand Five Hundred Fifty and No/100 Dollars (\$1,550.00) per month, for a monthly rent of Four Thousand Four Hundred and Fifty Six Dollars (\$4,456.00) due and owing as of October 1, 2021 subject to further adjustments as provided in the Agreement. Further, the Consumer Price Index based annual rental increase found in Section 8 of the addendum NO 1 to license agreement is removed and replaced with a 3.5% yearly increase.

3. Extension of Term. In addition to the Extension Terms presently set forth in the Agreement, the parties hereby agree to add six (6) additional Extension Terms of five (5) years each. Accordingly, at the end of the final Extension Term presently set forth in the Agreement, the Term will automatically renew for six (6) separate consecutive additional periods of five (5) years each (each being defined as an Extension Term) upon the same terms and conditions of the Agreement, unless AT&T notifies Licensor in writing of AT&T's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing Term. As consideration for the extension of term AT&T agrees to pay a one-time signing bonus of One Hundred and Twenty Thousand and No/100 Dollars (\$120,000.00) to be paid at the start of the new term.

4. Indemnification. (a) Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, operation, maintenance, repair or removal of the Communication Facility or Licensee's breach of any provision of this Agreement, except to the extent attributable to the intentional act or omission of Licensor, its employees, agents or independent contractors. (b) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity.

obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given. Paragraph 8(h) of the June 17, 1996 License is hereby stricken and replaced in its entirety by this paragraph.

5. Notices. All notices, requests, demands and communications hereunder will be given by first class, certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undeliverable. Notice will be addressed to the parties as follows:

If to Licensors:

City Manager
City of Grosse Pointe Woods
20025 Mack Plaza,
Grosse Pointe Woods, MI 48236

With a copy to:

Michael J. Watza
1 Woodward Suite 2400
Detroit, MI 48226
Mike.watza@kitch.com

If to Licensee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: MI2011 / Mack Plaza / FA#10083371 / MI
1025 Lenox Park Blvd. NE
Atlanta, GA 30319-5309

With a Copy To:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: MI2011 / Mack Plaza / FA#10083371 / MI
208 S. Akard St.
Dallas, TX 75202-4206

6. Unmanned Aircraft System. If Licensee elects to utilize a properly and fully licensed Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensee shall provide thirty days' notice of such intent, specifying date, time and route. Licensors shall grant such UAS access, absent timely identification of specific objections based upon reasonable grounds concerning specific public safety, health and welfare concerns. Licensors' grant to Licensee, or any properly and fully licensed UAS operator acting on Licensee's behalf, shall include permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

7. Collocation. Licensee acknowledges that Licensors may collocate other licensees or tenants on the tower at Licensors' sole discretion. Licensors shall require that any such collocating licensee or tenant does not materially interfere with AT&T facilities or signals related to the Tower.

8. Tower Quit Claim Deed or Bill of Sale. Licensee shall provide a Quit Claim Deed or Bill of Sale related to the transfer of ownership of the Tower to Licensor as required by Section 4 of the June 17, 1996 Addendum No. 1 to License Agreement.

9. Late Payments. Licensee shall pay a late fee of \$100 in the event of a monthly payment that is more than Ten (10) days overdue. Late payments shall be subject to 18% interest if they remain overdue more than 30 days.

10. Early termination. In the event Licensee terminates its obligations under this License prior to the end of any of the Six (6) Five (5) year terms, it shall pay a penalty equal to the rent otherwise owed on that term, up to but not exceeding one (1) full year.

11. Removal Bond. Licensee shall produce and maintain in full force for the life of this license, a bond in the amount of Fifty Thousand Dollars (\$50,000) to pay for the removal of Licensee's antennas and related equipment at the termination of this license, such removal to occur, or not, at the sole discretion of the Licensor.

12. Default and Consequence Upon Default. In the Event of Default by Licensee, Licensor shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

a. Accelerate all payments due for the remaining term of five years, up to one full year of payments otherwise due including any and all other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, including all necessary attorney fees and costs related to such default;

b. Terminate this License on at least five (5) days' notice to Licensee and, on the date specified in such notice, this License and the term hereby demised and all rights of Licensee hereunder shall expire and terminate and Licensee shall thereupon quit and surrender possession of the Demised Premises to Licensor in the condition elsewhere herein required in which event Licensee shall remain liable to Licensor as herein provided.

c. Suspend the supply of electrical power and any and all other utilities to the Facilities unless and until the default is cured by Licensee, and Licensor shall have no liability to Licensee, and Licensee shall have no right to an abatement of Base License fees for such suspension and Licensee hereby waives all claims for damages against Licensor resulting from such suspension of services.

d. In the event Licensee shall fail to keep or perform any of the terms, conditions or covenants contained in this License to be performed or observed by Licensor, and Licensor does not remedy such failure within thirty (30) days after written notice thereof is given to Licensor, Licensee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.

13. Other Terms and Conditions Remain. In the event of any inconsistencies between the original license Agreement dated June 17, 1996, Addenda thereto or any other Amendments entered into prior to this Amendment, the terms of this Amendment shall control. Except as

expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

14. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LICENSOR:
City of Grosse Pointe Woods

AT&T:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: Terrance Lundquist
Its: Sr. Project Tech
Date: _____

EXHIBIT D-4

Pages 1 thru 6 of the Black & Veatch Construction Drawings dated 03/11/2021

AT&T MOBILITY

PROJECT: 5G NR 1SR CBAND AT&T SITE ID: MI2011 AT&T FA#: 10083371

MACK PLAZA GROSSE POINTE WOODS, MI 48236

ENGINEERING

DRAWING INDEX

SHEET NO.	SHEET TITLE
1	10083371 - 5G NR 1SR CBAND
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[illegible]

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[illegible]

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EXHIBIT D-5

Copies of the original June 17, 1996 License Agreement and each of the following Amendments identified and dated as follows:

- June 17, 1996 Original License Agreement & June 17, 1996 Addendum
- March 30, 2004 First Amendment to License Agreement
- September 24, 2008 Second Amendment to License Agreement
- September 6, 2011 (3rd) Second Amendment to License Agreement
- September 25, 2018 Fourth Amendment to License Agreement

LOCATION: Grosse Pointe Woods ID# 3011

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License"), dated this 17th day of June, 1996, is entered into by City of Grosse Pointe Woods, having its principal office at 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 ("Licensor"); and AT&T WIRELESS PCS, INC., a Delaware corporation having an office at 26957 Northwestern Hwy., Southfield, MI 48034 ("AT&T").

BACKGROUND

A. Licensor owns or otherwise controls certain building(s) and other property and improvements (collectively, "Building") located at 20025 Mack Plaza, in the City of Grosse Pointe Woods, County of Wayne, State of Michigan.

B. To improve or enhance wireless communications, Licensor and AT&T desire that AT&T install and operate a personal communication base station and related antennae, equipment and accessories ("Station") in and/or on the Building.

THEREFORE, the parties agree as follows:

1. LICENSE, ACCESS AND USE.

(a) Licensor licenses to AT&T the use of spaces in and/or on the Building, as indicated on Exhibit A (the "Licensed Premises"). Licensor also grants to AT&T and its representatives the right of access to the Licensed Premises (and other necessary areas of the Building), 24 hours a day, 7 days a week for AT&T's permitted uses.

(b) Licensor permits AT&T to access and use the Licensed Premises to install, operate, maintain, repair, modify, protect, replace and/or remove the Station, at its own expense. AT&T also has the right, reasonably exercised and so as not to interfere with Licensor or other Building occupants, to (i) connect the Station to Licensor's Building electric source and sub-meter, or install separate service and meter, all in a safe manner, (ii) install its own separate telephone line and (iii) connect the base station and antennae by cabling.

(c) AT&T may use such means as are reasonably necessary or appropriate to install and connect the Station, consistent with Exhibit A. If

AT&T wishes to make subsequent changes to the dimensions/location of the Licensed Premises, AT&T will submit a new Exhibit to Licensor for Licensor's approval. Further, Licensor agrees to cooperate with AT&T in arranging for AT&T's installation and operation of, and access to, the Station, without cost to Licensor.

2. TERM.

a. This License runs for five (5) years, plus four (4), five (5) year automatically renewing terms. The initial term begins when AT&T is able to obtain any and all land use and building permits and connections (building, electric, telephone or otherwise) applicable to its installation and operation and AT&T installs the Station ("Commencement Date"). As used in this License, "term" means the initial term and any renewal term.

b. Notwithstanding anything in this License, AT&T may choose, at any time during the term or any renewal term, and for any or no reason, to terminate this License and render it null and void (a) upon thirty (30) day prior written notice to the Licensor, or (b) ten (10) days after delivery of written notice if Licensor has defaulted under this License and fails to cure the default within ten (10) days of written notice of same.

c. Upon execution of this License Agreement by both parties and prior to the Commencement Date, Licensor grants to AT&T, its agents, employees and contractors, a license to enter Licensor's property, including the Licensed Premises, for the purpose of conducting any tests, measurements or other items of due diligence that AT&T may require in order to determine the current status of Licensor's property and its suitability for construction of the Station. AT&T agrees to replace or restore to its original condition any damage caused by such tests, measurements or other similar items.

d. Any environmental reports, studies or other environmental information shall be kept strictly confidential by both parties unless disclosure is required by any statute, ordinance or order of a court of competent jurisdiction.

3. LICENSE FEE.

Beginning with the Commencement Date, but not later than January 5, 1997, AT&T will pay Licensor monthly, in advance, by the fifth (5th) day of each month, a license fee of \$1,500.00. The fee will be prorated for partial months.

4. COMPLIANCE WITH LAWS.

Each party agrees to comply with all applicable laws, rules and regulations respecting its own property and uses. This License is governed by the laws in which the Licensed Premises are located.

5. NON-INTERFERENCE.

Each party agrees not to interfere with operations of the other on the Building, nor to allow third parties to do so.

6. INSURANCE.

AT&T will carry, during the term of this License and at its own expense, the following insurance (a) "All Risk" casualty insurance for the full replacement cost of the Station; and (b) Comprehensive general liability insurance with a "broad form" comprehensive general liability endorsement having a minimum limit of liability of \$1,000,000 for injury or death arising out of one occurrence and \$1,000,000 for damage to property from any one occurrence. Licenser will be named as an additional insured on AT&T's policy.

7. WARRANTY OF TITLE AND RIGHT TO LICENSE.

Licenser represents and warrants (by and through its undersigned representative) that:

(a) Licenser owns or controls the Building or all relevant portions thereof (including the Licensed Premises), unencumbered by any contract, agreement or title covenants, conditions, restrictions, limitations or liens of record or not of record which would adversely affect AT&T's use and enjoyment of the Licensed Premises or access to them;

(b) Licenser has the rights of use and access granted to AT&T under this License;

(c) If a corporation or partnership, Licenser is duly organized/formed, validly existing and in good standing and has all rights, power and authority to make this License and bind itself hereto; and

(d) AT&T, during the term or any renewal term, shall have quiet and peaceful use and enjoyment of the Licensed Premises for its permitted uses. Each party shall be responsible for the reasonable legal fees incurred by the other for the party's breach of this License.

8. MISCELLANEOUS.

(a) All rights granted to AT&T under this License are revocable only when this License expires or sooner terminates, according to its terms.

(b) Licenser is permitted to assign this License over to a successor Licenser, if the successor agrees to be bound by all of Licenser's obligations under this License. Licenser agrees that AT&T may assign this License only to a related or controlling entity agreeing to be bound by all of AT&T's License obligations.

(c) Notices to either party must be given in writing to the address of the party set forth above (if to AT&T, Attn: General Counsel) by overnight or certified mail, return receipt requested. The notice shall be effective when received.

(d) To be valid, a revision of this License must be made in writing and signed by the Director or higher authority of AT&T and an authorized agent of the Licensor.

(e) The terms and conditions contained in this License benefit and bind Licensor and AT&T and each of their respective successors and permitted assigns. References in this License to "he", "she" or "it" are neutral and mean one and the same thing.

(f) This License and the attached exhibit constitute the entire agreement of the parties over this subject matter and supersede all prior offers, negotiations and agreements.

(g) [INTENTIONALLY OMITTED]

(h) AT&T will neither generate or store any hazardous substances nor create any hazardous conditions on or about the Licensed Premises. AT&T agrees to indemnify and hold harmless the City of Grosse Pointe Woods from any liabilities, claims, damages, penalties, liabilities or costs that the City may suffer as a result of the presence of hazardous substances or petroleum in or under the Building, including the licensed premises, unless the presence of such substance was caused by the City or any third party except AT&T. Except as set forth in the next sentence, Licensor hereby agrees to indemnify and defend AT&T from any losses, claims, damages, penalties, liabilities or costs that AT&T may suffer as a result of the presence of hazardous substances or petroleum in, on or under the Building, including the Licensed Premises, unless the presence of such substances was caused by AT&T, its agents, employees, representatives, contractors, consultants, shareholders, officers, directors, parents, subsidiaries, assignees, delegates, or third parties under its control (collectively "AT&T Parties"). Licensor's indemnification obligation as to AT&T in the preceding sentence does not apply to any loss, claim, damage, penalty, liability or cost that AT&T may suffer as a result of the actual, threatened, potential or claimed omission from the Station into the environment of electricity, radiation, microwaves, energy, waves, electromagnetic fields, pulses, noises, vibrations, signals, frequencies, pitches, substances or any other thing of any kind, whether or not such emission was caused by AT&T or by AT&T's use of the Station. This subparagraph shall survive any termination of the License Agreement and/or the Addendum.

[SIGNATURE BLOCKS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed, or have caused their properly authorized representatives to duly execute, counterparts of this License, on the date and year first above written.

WITNESS OR ATTEST:
Louise S. Warke
(SEAL)

LICENSOR:
~~BY~~ CITY OF GROSSE POINTE WOODS
BY: Robert E. Novitke
ITS MAYOR

WITNESS:
Robert E. Novitke

AT&T WIRELESS PCS, INC.
BY: BWS

State of Michigan
County of Macomb, Acting in Wayne

The foregoing instrument was acknowledged this 17th day of June, 1996 by Robert E. Novitke, the Mayor, of City of Grosse Pointe Woods, known to me to be the person executing the foregoing document.

By: Tina Louise Seder My commission expires: 10-09-96
Notary Public
TINA LOUISE SEDER
NOTARY PUBLIC - MACOMB COUNTY, MICH.
ACTING IN WAYNE CO., MICH.
MY COMMISSION EXPIRES 10-09-96

State of Michigan
County of Oakland

The foregoing instrument was acknowledged this 25th day of June, 1996 by Darrel Walker, the Dir of Sys Development, of AT&T Wireless Services, known to me to be the person executing the foregoing document.

By: Virginia E. Calhoun My commission expires: 04/04/2001
Notary Public
VIRGINIA E. CALHOUN
NOTARY PUBLIC - WAYNE COUNTY, MI
MY COMMISSION EXP. 04/04/2001

Approved for Signature
George B. Catlin
George B. Catlin
City Attorney

Date: 6-12-96

ADDENDUM NO. 1 TO LICENSE AGREEMENT

This Addendum No. 1 to License Agreement ("Addendum"), dated this 17th day of June, 1996, is entered into by the City of Grosse Pointe Woods, having its principal office at 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 ("Licensor"); and AT&T WIRELESS PCS, INC., a Delaware corporation having an office at 26957 Northwestern Hwy., Southfield, MI 48034 ("AT&T").

WHEREAS, Licensor and AT&T desire to enter into a License Agreement of even date herewith ("License"); and

WHEREAS, the parties desire to supplement the terms of the License Agreement to more fully set forth the entire agreement between the parties.

NOW THEREFORE, in consideration of the mutual promises made by the parties, they agree as follows:

1. In the event that the License is executed by duly authorized representatives of Licensor, and all other requirements of Licensor necessary for AT&T to install the Station are satisfied, AT&T agrees, at its sole cost and expense, to fund the construction of two (2) additional garage bays at Licensor's existing Building. The construction shall be designed to be reasonably consistent with the existing structures. In addition, AT&T agrees, to fund the replacement of the roofing shingles on the entire Public Safety Building.
2. If the installation of the additional garage bays or the installation of AT&T's Station require the relocation of existing water, gas main, sewer, telephone or other similar utility lines, AT&T agrees to fund the cost to relocate the existing utility lines.
3. AT&T agrees that upon completion of the construction of the new tower, AT&T will dismantle and dispose of Licensor's existing communication tower. Upon installation of AT&T's Station, AT&T will pay all necessary charges to relocate Licensor's antennae to the new antennae tower.
4. Upon completion of the installation of AT&T's Station, AT&T agrees to transfer ownership of the tower portion of the Station to Licensor. It is the understanding of the parties that AT&T will transfer ownership of the tower only and AT&T shall retain ownership of any and all cabling, antennae and equipment associated with AT&T's installation. Such transfer of ownership of the tower shall be accomplished by the execution and delivery by AT&T of

a Bill of Sale and/or a Quit Claim deed. If AT&T should terminate this Agreement, Licensor shall have no obligation to pay AT&T for the tower.

5. (a) From and after the date that AT&T transfers ownership of the tower to Licensor, Licensor shall have the right to lease, license or otherwise permit others to install antennae on the tower; provided, however, that (i) any other user shall not interfere with AT&T's permitted use, (ii) one-half (1/2) of all revenue from monthly rental, excluding initial license payments received by Licensor from such other user shall be paid to AT&T until such time as AT&T has recouped all expenses of the installation of AT&T's Station, (iii) from and after the date that AT&T has recouped all expenses of the installation of its Station, One Hundred percent (100%) of all revenue received from such other user shall be retained by Licensor less all costs of maintenance, inspection or upkeep of the tower, but not AT&T equipment, which shall be paid to AT&T, (iv) Licensor shall not be obligated to pay AT&T more than one-half (1/2) of monthly rental, excluding initial license payments, received by Licensor for use of the tower, and (v) AT&T agrees that the maintenance costs of the tower are not cumulative and shall not be carried over from year to year.

(b) The expenses of the installation of AT&T's Station shall be limited to those actual expenses incurred pursuant to License paragraph 2.c. and Addendum paragraphs 1, 2, 3, 6, 9, 10, 11, 12, 20, 21 and 22.

(c) AT&T agrees to provide Licensor with a schedule of all actual expenses of the installation of AT&T's Station, as defined above, at the same time that AT&T delivers the Bill of Sale or Quit Claim deed pursuant to Addendum paragraph 4, above.

6. Prior to installation of the tower portion of the Station, Licensor reserves the right to review AT&T's construction drawings and further reserves the right to require AT&T to modify the exact location of the tower to within no more than 15 feet of its proposed location. After installation of the tower, Licensor reserves the right to relocate the tower to a new location within five hundred (500') feet of the existing location, provided that Licensor pays all costs and expenses of such a move.

7. AT&T shall have access to the Licensed Premises twenty-four (24) hours per day, seven (7) days per week; provided, however, that AT&T employees, agents or contractors visiting the Building shall first present themselves to the dispatch desk and indicate the areas to be visited.

8. The License Fee set forth in Paragraph 3 of the License Agreement shall be increased annually, as of the anniversary date of the Commencement Date, in accordance with the increase in the United States Department of

Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers as follows: The License Fee in effect immediately prior to the anniversary of the Commencement Date shall be increased by the percentage increase in the Consumer Price Index as published by the Bureau of Labor Statistics immediately prior to the anniversary of the Commencement Date. In no event shall rental fees be decreased by reason of a decrease in the Consumer Price Index.

9. From and after the installation of the tower component of the Station, and so long as AT&T has antennae located on the tower, AT&T agrees to perform maintenance of the tower (but excluding any other parties' proprietary property located on the tower) at its sole cost and expense. In the event of damage or destruction to the tower component of the Station due to an act of God but not due to the fault or negligence of Licensor or any other third party, AT&T hereby agrees to indemnify and defend Licensor from any losses, claims or damages that Licensor may suffer as a result of loss of business caused by said damage or destruction of the tower component of the Station. AT&T will repair the tower within a reasonable time period. Licensor shall have the right to make repairs if AT&T does not act with diligence or within thirty (30) days whichever first occurs, and AT&T agrees to reimburse the Licensor for any such costs.

10. The area identified on Exhibit A for housing of AT&T's equipment other than the tower shall be segregated from the rest of Licensor's public safety garage by the erection, at AT&T's sole cost and expense, of ceiling height partitions and a lockable door. Such installation shall conform to all applicable building codes.

11. In the event that the License is executed by duly authorized representatives of Licensor, and all other requirements necessary for AT&T to install the Station are satisfied, AT&T agrees, at its sole cost and expense, to conduct a camera survey of the existing sewer system adjacent to the Licensor's Building.

12. In the event that, after installation of the antennae tower, Licensor's existing satellite dish requires adjusting for proper operation, AT&T agrees to pay for such adjustment.

13. In the event that any provision of the License Agreement and this Addendum conflict, the provision in the Addendum shall control.

14. Licensor will neither generate or store any hazardous substances nor create any hazardous conditions on or about the Licensed Premises. AT&T hereby agrees to indemnify and defend Licensor and its Council members, employees, attorneys, representatives and agents whether past, present or

future (collectively "Licensor Parties") from any losses, claims, damages, penalties, liabilities or costs that Licensor or the Licensor Parties may suffer as a result of: (i) the presence of hazardous substances or petroleum in, on or under the Building, including the Licensed Premises, unless the presence of such substances was caused by Licensor, the Licensor Parties or any other third party other than AT&T or the AT&T Parties; or (ii) the actual, threatened, potential or claimed emission from the Station into the environment of electricity, radiation, microwaves, energy, waves, electromagnetic fields, pulses, noises, vibrations, signals, frequencies, pitches, substances or any other thing of any kind, whether or not such emission was caused by AT&T or by AT&T's use of the Station. The second and third sentences of this paragraph shall survive any termination of the License Agreement and/or the Addendum.

15. AT&T shall be in default upon failure to pay any license fee within ten (10) days after written notice.

16. Supplementing the provisions of paragraph 8(b) of the License Agreement, it is agreed that any entity that AT&T assigns it rights to under this License Agreement shall be a valid, legally organized entity.

17. AT&T agrees that the tower will be designed by a licensed engineer and manufactured by a competent supplier governed by the laws and regulations for the design and manufacture of such structures. AT&T agrees to have the tower portion of the Station designed to accommodate three (3) PCS or cellular type providers with AT&T being one of those providers. The additional capacity of the tower shall be allocated by the Licensor pursuant to the provisions of paragraph 5 of this Addendum.

18. [INTENTIONALLY OMITTED].

19. This License Agreement and Addendum shall be subject to the prior review and approval of the City of Grosse Pointe Woods Planning Commission and the Board of Zoning Appeals.

20. AT&T may conduct an environmental inspection of the surface and subsurface conditions of the Building and licensed Premises ("Environmental Inspection") within thirty (30) days of the effective date of the License Agreement and the Addendum. Notwithstanding any other provision in the License Agreement or the Addendum, and unless otherwise approved in advance by Licensor, AT&T shall not conduct any Environmental Inspection work after that thirty (30) day period of time, unless AT&T has reasonable suspicion that Environmental contamination has recently occurred. AT&T shall provide to Licensor at least three (3) business day advance notice of the dates and times of the Environmental Inspection work, which dates and

times shall be restricted to weekdays and the hours between 9:00 a.m. and 5:00 p.m. As part of such notice, AT&T shall also provide to Licensor a written description of the Environmental Inspection work to be performed, the identification of the entities who will be performing such work, and the areas to be inspected during the Environmental Inspection.

21. AT&T shall perform Environmental Inspection work in: (i) a safe and workmanlike manner; (ii) accordance with applicable ASTM standards and all other scientific, hydrogeological, engineering and other practices employed by firms performing inspections of the nature and quality of the surface, subsurface and other conditions of properties; and (iii) full compliance with all applicable federal, state of Michigan and local laws, regulations, rules, ordinances, orders and requirements. AT&T shall obtain all permits, licenses and approvals required to perform the Environmental Inspection work. AT&T shall contact the utility communications system MISS-DIG (1-800-482-7171) at least 48 hours prior to undertaking any excavation, boring, drilling or other activity involving the subsurface of the Building or the Licensed Premises.

22. AT&T shall not install any wells in the Building or on the Licensed Premises. AT&T shall undertake any excavation, boring, drilling and other activity involving the subsurface of the Building or the Licensed Premises in a manner which employs techniques necessary to protect groundwater below any confining unit, to not exacerbate any existing conditions, and to prevent any subsidence, impairment, damage or other injury to the Building or the Licensed Premises, or to anything in, under, above or around the Building or the Licensed Premises, from occurring. AT&T shall immediately notify Licensor in the event the Building or the Licensed Premises is damaged in any manner due to the Environmental Inspection work or other activities of AT&T or the AT&T Parties.

23. Unless approved in advance by Licensor, AT&T shall not discuss AT&T's performance of the Environmental Inspection work with any persons or entities that are not parties or representatives of parties to the License Agreement and the Addendum (collectively "Third Parties"). This paragraph shall survive any termination of the License Agreement and/or the Addendum.

24. All Environmental Inspection activities of AT&T in the Building, on the Licensed Premises or otherwise shall be carried out in such a manner so as not to interfere with Licensor's operations, equipment, machinery, personnel or schedule, or with the use of any of Licensor's facilities. Unless approved in advance by Licensor, all Environmental Inspection activities performed by AT&T outside the Licensed Premises: (i) shall be conducted in as discrete, inconspicuous and non-intrusive manner as possible; (ii) shall not be performed on private or residential property; and (iii) shall be undertaken

without disclosing to Third Parties the Environmental Inspection work performed by AT&T except as provided in paragraph 30. below.

25. AT&T, at its sole cost, shall be fully responsible to Licensor for, and shall promptly take all necessary action to properly correct or otherwise address, any act or omission of any of the AT&T Parties which relates to AT&T's performance of the Environmental Inspection. This paragraph shall survive any termination of the License Agreement and/or Addendum.

26. AT&T shall at its sole cost, promptly repair or replace any damage, injury, impairment or alteration to the Building or the Licensed Premises, and to anything on, in, above, under or around the Building or the Licensed Premises, which is associated with the Environmental Inspection work. This paragraph shall survive any termination of the License Agreement and/or the Addendum.

27. AT&T shall have sole responsibility for the health, safety and welfare of the AT&T Parties in connection with the Environmental Inspection work, and shall exercise due care, and comply with all legal requirements, to protect the health, safety and welfare of all other persons involved in or exposed to the performance of the Environmental Inspection work. This paragraph shall survive any termination of the License Agreement and/or the Addendum.

28. Except as to liens against the Licensed Premises as set forth in paragraph 29, AT&T shall fully defend, indemnify and hold harmless Licensor and Licensor Parties from any and all obligations and liabilities associated with any negligence, reckless or willful misconduct, act or omission, or breach of the License Agreement or the Addendum on the part of AT&T or the AT&T Parties which is related to AT&T's entry in the Building or upon the Licensed Premises, or which is related to the performance of Environmental Inspection work. This paragraph shall survive any termination of the License Agreement and/or the Addendum.

29. AT&T shall immediately notify Licensor in the event AT&T obtains information that a lien has been or may be asserted against the Licensed Premises by any of the AT&T Parties. AT&T shall immediately pay, satisfy and discharge, and shall fully defend, indemnify and hold harmless, Licensor and the Licensor Parties from any and all obligations and liabilities associated with liens asserted against the Licensed Premises by any of the AT&T Parties. This paragraph shall survive any termination of the License Agreement and/or the Addendum.

30. During the term of this Agreement and thereafter, AT&T and the AT&T Parties shall keep strictly confidential, and shall not report or otherwise disclose to Third Parties (including without limitation the United States

Environmental Protection Agency, the state of Michigan Department of Environmental Quality and any other federal, state, county, municipal, local government or private entity), to Licensor or to the Licensor Parties unless requested pursuant to paragraph 31 below, any knowledge, findings, conclusions, opinions or recommendations of AT&T or the AT&T Parties concerning the environmental conditions of the Building or the Licensed Premises, except: (i) as to information which has come into the public domain other than through AT&T or the AT&T Parties; (ii) as authorized in writing by Licensor or its duly authorized designee; or (iii) as required by law (which requirements do not include the voluntary reporting requirements associated with the performance of a "Baseline Environmental Assessment" pursuant to Part 201 of the Michigan Natural Resources and Environmental Protection Act) or upon order of a court of competent jurisdiction. In the event that AT&T is called upon under a purported requirement of law to disclose information protected by this paragraph, AT&T shall give Licensor sufficient advance written notice thereof to allow Licensor to contest the matter. In the event AT&T decides not to construct the Station, AT&T and the AT&T Parties shall immediately destroy all copies of information protected by this paragraph.

31. Upon, and only upon, the request of Licensor, AT&T shall provide to Licensor copies of all existing data, results, reports and other documents regarding hydrogeological, soil, groundwater or other conditions of the Building or the Licensed Premises which are in the possession or control of AT&T or the AT&T Parties, including, without limitation, all laboratory data and analyses regarding any samples taken from the Building or the Licensed Premises. This paragraph shall survive any termination of the License Agreement and/or the Addendum.

32. In the event that the Licensor finds that it is impractical to perform the obligations of this Agreement by reason of court action or a change in the federal or state laws, the Licensor shall not be liable to AT&T for such failure to perform. In the event the Licensor should be found to be in breach of the terms of this Agreement, any damages paid by the Licensor to AT&T shall be limited to the unrecovered cost of installation of the tower and shall not include any loss of profits.

[SIGNATURE AND NOTARY BLOCKS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed, or have caused their properly authorized representatives to duly execute, counterparts of this License, on the date and year first above written.

WITNESS OR ATTEST:

Louise S. Wanke
(SEAL)

LICENSOR:

CITY OF GROSSE POINTE WOODS
BY: Robert E. Novitke
ITS MAYOR

WITNESS:

Robert E. Novitke

AT&T WIRELESS PCS, INC.

BY: [Signature]

State of Michigan

County of Macomb, Acting in Wayne

The foregoing instrument was acknowledged this 17th day of June, 1996 by Robert E. Novitke, the Mayor, of City of Grosse Pointe Woods, known to me to be the person executing the foregoing document.

By: Tina Louise Seder
Notary Public

My commission expires: 10-09-96

TINA LOUISE SEDER
NOTARY PUBLIC - MACOMB COUNTY, MICH.
ACTING IN WAYNE CO., MICH.
MY COMMISSION EXPIRES 10-09-96

State of Michigan

County of Oakland

The foregoing instrument was acknowledged this 25th day of June, 1996 by Terrell Walker, the Dir of Sys Development, of AT&T Wireless Services, known to me to be the person executing the foregoing document.

By: Virginia E. Calhoun
Notary Public

My commission expires: _____

VIRGINIA E. CALHOUN
NOTARY PUBLIC - WAYNE COUNTY, MI
MY COMMISSION EXP. 04/04/2001

Approved for Signature

George B. Catlin
George B. Catlin
City Attorney

Date: 6-12-96

Cell Site No. DETRMI3011

Market: Detroit

Address: 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("Amendment") dated as of the date below, is by and between City of Grosse Pointe Woods (hereinafter referred to as "Landlord") and AT&T Wireless PCS, Inc., by and through its manager, AT&T Wireless Services, Inc., d/b/a AT&T Wireless, having an office at PO Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and tenant entered into a Lease Agreement dated June 17, 1996, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 ("Agreement"); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice address; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the replacement of antennas, the installation of associated cables and base station equipment; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Notices.** The Agreement is hereby amended as follows:

NOTICES.

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received. Notice will be addressed to the parties as follows. As to Lessee, AT&T Wireless, Attn.: Lease Administration c/o Wireless Asset Management, PO BOX 2088, Rancho Cordova, CA 95741-2088 with a copy to AT&T Wireless, Attn.: Legal Department; Re: Cell Site #DETRMI3011; at 15 East Midland Avenue, Paramus, NJ 07652; and as to Lessor, City of Grosse Pointe Woods, Attn: City Administrator, 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236, with a copy to Don Berschback, City Attorney, 24053 Jefferson, St Clair Shores, MI 48080. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

2. **Additional Antennas.** Lessor consents to the replacement of antennas, the addition of six (6) additional coaxial cables and the necessary base station equipment, as more completely described on attached Exhibit B-2. Lessor's execution of this amendment will signify Landlord's approval of Exhibit B-2.

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified, remains in full force and effect and is incorporated and restated herein as if fully set forth at length. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

4. **Capitalized Terms.** All capitalized terms used herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

Approved for Signature
Charles T. Berschback
 Charles T. Berschback
 Acting City Attorney

Date: 3-10-04

LESSOR: City of Grosse Pointe Woods

Clifford J. Maison
 By: Clifford J. Maison
 Title: Acting City Administrator
 Date: 03/22/04

LESSEE: AT&T Wireless PCS, Inc., a
 Delaware corporation, d/b/a AT&T Wireless

Brian Meier
 By: Brian Meier
 Title: Director of Implementation
 Date: 3/30/04

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Michigan)
) ss:
 COUNTY OF Oakland)

BE IT REMEMBERED, that on this 30th day of March, 2004 before me, the subscriber, a person authorized to take oaths in the State of Michigan, personally appeared **Brian Meier** who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he is the person named in the within instrument; and I, having first made known to him the contents thereof, he did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.


 Notary Public: **Laurie Fishell**

My Commission Expires: **August 15, 2004**

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Michigan)
) ss:
 COUNTY OF Wayne)

BE IT REMEMBERED, that on this 22nd day of March, 2004 before me, the subscriber, a person authorized to take oaths in the State of Michigan, personally appeared Clifford J. Maison who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.


 Notary Public: **Lisa Hathaway**

My Commission Expires: 06-24-06

Exhibit B-2

See attached lease exhibit comprised of construction drawings, dated September 22, 2003.

RECORDED

SEP 24 2008

CITY OF GROSSE POINTE WOODS
BUILDING DEPT.**CELL SITE NO: DETRMI-2011****CELL SITE NAME: MACK PLAZA/CITY OF GROSSE POINTE WOODS****FA#: 10083771****MARKET: CENTRAL REGION-DETROIT****LICENSOR'S NAME: CITY OF GROSSE POINTE WOODS****SITE ADDRESS: 20025 MACK PLAZA, GROOSE POINTE WOODS,
MICHIGAN 48236***Original
Contract**File***SECOND AMENDMENT TO LICENSE AGREEMENT**

This Second Amendment (the "Second Amendment") to License Agreement dated as of the last date below, is by and between the City of Grosse Pointe Woods, with a principal office at 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 (hereinafter referred to as "Licensor") and New Cingular Wireless PCS, LLC., formerly known as AT&T Wireless PCS, Inc., having a principal office at 5405 Windward Parkway, Alpharetta, GA 30004 (hereinafter referred to as "Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor owns a certain parcel of land and leases tower space located at 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 more commonly known to Licensor as the Mack Plaza Tower ("Site"); and

WHEREAS, Licensor and Licensee entered into the License Agreement with Addendum No.1 to License Agreement dated June 17, 1996, as amended by that certain First Amendment to License Agreement dated March 30, 2004 for the use of a certain portion of the Site (collectively, the "Agreement"); and

WHEREAS, Licensee desires to amend the Agreement to allow the replacement of six (6) of the nine (9) existing antennas and the replacement of six (6) of the twelve (12) antenna amplifiers (TMA's)(collectively, the "Replacement Equipment"); and

WHEREAS, the Parties agree that as consideration for Licensee's Replacement Equipment, the current License Fee payable under the Agreement shall be increased as set forth herein; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

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

- 1) **Replacement of Antennas and Additional Amplifiers.** Licensor and Licensee agree and acknowledge that Licensee shall replace six (6) of the nine (9) model#: AP14-1900/063D panel antennas with six (6) Powerwave/ model#: RA21.7752.00 panel antennas, replace six (6) of the twelve (12) antenna amplifiers (TMA's) with six (6) Powerwave 21401 antenna amplifiers which are similar in size and shape while leaving three (3) of the existing antennas model#: AP14-1900/063D, six (6) of the existing antenna amplifier (TMA's), and fifteen (15) coaxial cables to remain on the cellular tower. Licensor's execution of this Second Amendment will signify Licensor's approval.
- 2) **Rent.** Licensor and Licensee agree and acknowledge that effective on the earlier to occur of the issue date of the Notice to Proceed (NTP) by Licensor; or the commencement date of installation of the Replacement Equipment, the License Fee shall be increased by Two Hundred Forty and No/100 Dollars (\$240.00) per month ("Increased Rent"). The Increased Rent for any fractional month at the beginning or end of the period shall be appropriately prorated. Annual CPI increases shall continue based on this new increased License Fee amount on the next anniversary of the Commencement Date pursuant to paragraph eight of Addendum No. 1 to the License Agreement.
- 3) **Notices.** Licensor and Licensee agree and acknowledge that Licensee's notice address shall be changed to the following notice address:

New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: DETRMI 2011; Cell Site Name: Mack Plaza
 Fixed Asset No: 10083771
 PO Box 1630
 Alpharetta, GA 30009

(For Overnight Mail)
 New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: DETRMI 2011; Cell Site Name: Mack Plaza
 Fixed Asset No: 10083771
 12555 Cingular Way
 Alpharetta, GA 30004

With a copy to:
 New Cingular Wireless PCS, LLC
 Attn.: Legal Department
 Re: Cell Site #: DETRMI 2011; Cell Site Name: Mack Plaza
 Fixed Asset No: 10083771
 15 East Midland Ave
 Paramus, NJ 07652


- 4) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 5) All other terms and provisions of the Agreement remain in full force and effect.


[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

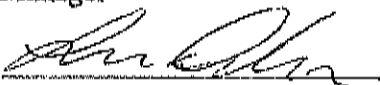
IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this Second Amendment to License Agreement as of the day and year written below:

Licensors:
City of Grosse Pointe Woods

By: 
Name: MARK WOLLONWEBER
Title: CITY ADMINISTRATOR
Date: 9-16-08

Approved for Signature

Don R. Berschback
City Attorney
Date: 9-16-08

Licensee:
New Cingular Wireless PCS, LLC, a
Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

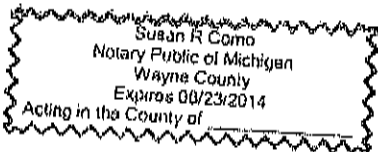
By: 
Name: LOREN DICKSON
Title: Real Estate & Const. Manager
Date: 9/24/08

NOTARY PUBLIC

STATE OF MICHIGAN
COUNTY OF Wayne

The foregoing instrument was acknowledged before me, this 11th day of September, 2008, by Maen Willemsweber as City Administrator of City of Grosse Pointe Woods on behalf of the city, who is personally known to me.

WITNESS my hand and Official Seal at office this 11th day of September, 2008.



Notary Public Susan R. Como
My Commission Expires: 10/23/2014

NOTARY PUBLIC

STATE OF Michigan
COUNTY OF Oakland

I CERTIFY that on September 24, 2008, Steven Nickerson personally came before me and acknowledged under oath that he or she:

- (a) is the Chief Executive Officer of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the company named as Licensee in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the company and
- (c) executed the instrument as the act of the company.

WITNESS my hand and Official Seal at office this 24th day of September, 2008.

Notary Public Amber Johnson
My Commission Expires: AMBER JOHNSON
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jan. 8, 2009
Acting in the County of OAKLAND

Cell Site No. DETRMI2011
 Cell Site Name: Grosse Pointe
 Fixed Asset No. 10083371
 Market: MI/IN
 Address: 20027 Mack Plaza, Grosse Pointe Woods, MI

SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT TO LICENSE AGREEMENT ("Amendment"), dated as of the latter of the signature dates below, is by and between City of Grosse Pointe Woods (hereinafter referred to as "Licensor"), having its principal mailing address at 20025 Mack Plaza, Grosse Pointe Woods, MI 48236, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor-in-interest to AT&T Wireless PCS, Inc., having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, as successor in interest to AT&T Wireless PCS, LLC (hereinafter referred to as "AT&T").

WHEREAS, Licensor and AT&T, entered into an License Agreement dated June 17, 1996, and First Amendment dated March 30, 2004, whereby Licensor leased to AT&T certain Premises, therein described, that are a portion of the Property located at 20025 Mack Plaza, Grosse Pointe Woods, MI ("Agreement"); and

WHEREAS, Licensor and AT&T desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Licensor and AT&T desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and AT&T desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and AT&T agree as follows:

1. **Communication Facility.** Licensor acknowledges and agrees that AT&T shall have the right to modify its existing tower loading. AT&T shall have the right to the following modifications. AT&T shall swap (3) antennas (P65-17-XLH-RR), and six (6) Remote Radio Heads (RRH's) and three (3) lines of coax (Coax sizes: 19.7 mm / 19.7 mm / 10mm).

2. **Rent.** Commencing on the first day of the month following the date that AT&T commences construction of the modifications set forth in this Amendment, Rent shall be increased by One Hundred and No/100 Dollars (\$100.00) per month, subject to further adjustments as provided in the Agreement.

3. **Notices.** All notices, requests, demands and communications hereunder will be given by first class, certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site # DETRMI2011/Cell Site Name: Grosse Pointe
 FA: 10083371
 12555 Cingular Way, Suite 1300
 Alpharetta, GA 30004

With a required copy of the notice sent to the address above to Tenant's legal department at:
 New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site # DETRMI2011/Cell Site Name: Grosse Pointe
 FA: 10083371
 15 East Midland Avenue
 Paramus, NJ 07652

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

WITNESSES:

Sheila Smith
Print Name: Sheila Smith

Betty Ahee
Print Name: Betty Ahee

"LICENSOR"

City of Grosse Pointe Woods

By: A. Fincham
Print Name: Al Fincham
Its: City Administrator
Date: August 19, 2011

Geoffrey L. H...
Print Name: Geoffrey L. H...

Mark F. Caesar
Print Name: Mark F. Caesar

"AT&T"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: Mark F. Caesar
Print Name: MARK F. CAESAR
Its: SR. REAL ESTATE & CONSTR. MGR.
Date: 9/6/2011

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Approved for Signature

Charles T. Berschback
Charles T. Berschback
Acting City Attorney

Date: 8-19-11

FOURTH AMENDMENT TO LICENSE AGREEMENT

THIS FOURTH AMENDMENT TO LICENSE AGREEMENT ("Amendment"), dated as of the latter of signature dates below, is by and between City of Grosse Pointe Woods (hereinafter referred to as "Licensor"), having its principal mailing address at 20025 Mack Plaza, Grosse Pointe Woods, MI 48236, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor-in-interest to AT&T Wireless PCS, Inc., having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324, as successor in interest to AT&T Wireless PCS, LLC (hereinafter referred to as "AT&T").

WHEREAS, Licensor and AT&T entered into that certain License Agreement dated June 18, 1996, as amended by that certain First Amendment dated March 30, 2004, Second Amendment dated September 24, 2008, and Second Amendment dated September 6, 2011 (the "Agreement"), whereby Licensor leased to AT&T certain Premises therein described, that are a portion of the Property located at 20025 Mack Plaza, Grosse Pointe Woods, MI;

WHEREAS, that certain Second Amendment dated September 6, 2011 was erroneously titled as a "Second Amendment", rather than properly titled as the Third Amendment;

WHEREAS, Licensor and AT&T desire to amend the Agreement to allow for the replacement of antennas and other equipment, and addition of new radio heads,;

WHEREAS, Licensor and AT&T desire to adjust the rent in conjunction with the modifications to the Agreement contained herein;

WHEREAS, Licensor and AT&T desire to amend the Agreement to modify the notice section thereof; and;

WHEREAS, Licensor and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Licensor and AT&T agree as follows:

1. **Third Amendment.** The title of that certain Second Amendment dated September 6, 2011 shall heretofore be referred to as the Third Amendment dated September 6, 2011.
2. **Communication Facility.** Licensor acknowledges and agrees that AT&T shall have the right to the following modifications and additions:
 - a) Swapping out the three (3) existing antennas in position 1 with three (3) new antennas, model # KMW EPBQ-654L8H8-L2. *(Total number of antennas will remain the same upon completion).

- b) Adding six (6) new Remote Radio Heads (RRH's), two per sector. *(Total of 12 RRH's upon completion).
 - c) Adding one (1) new Surge protector. *(Total of two Surge protectors upon completion).
 - d) Replacing existing Handrail Platform with upgraded/new 3-sided Platform with mounting pipes. *(This will accommodate the additional equipment on the tower).
 - e) The above scope of work to be done in accordance with all plans and applications submitted to the City of Grosse Pointe Woods as received and placed on file at the August 13, 2018 Council meeting.
3. **Fees/Bond.** Application fee of \$5,000.00. Cash bond of \$50,000.00 for potential damage to new parking lot and other City property and standard permit fees as determined by Building Official.
 4. **Rent.** Commencing on the first day of the month following the date that AT&T commences construction of the modifications set forth in this Amendment, Rent shall be increased by Five Hundred (\$500.00) Dollars per month. CPI increases based on the new monthly amount will continue in accordance with the Agreement.
 5. Plans to be reviewed by the Building Department's structural consultant prior to issuance of a permit.
 6. Contractors to provide Administration with a 24 hour notice and coordinating their work with the City so there will be no conflict with ongoing construction projects at City Hall and the employee parking lot, work possibly to occur on a weekend.
 7. **Notices.** All notices, requests, demands and communications hereunder will be given by first class, certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undeliverable. Notice will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 ATTN: Network Real Estate Administration
 RE: Cell Site #DETRMI2011 Cell Site Name: Grosse Pointe
 FA: 10083371
 575 Morosgo Drive
 Atlanta, GA 30324

With a required copy of the notice sent to the address above to Tenant's legal department at:

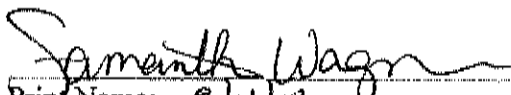
New Cingular Wireless PCS, LLC


Attn: Legal Department
RE: Cell Site #DETRMI2011 Cell Site Name: Grosse Pointe
FA: 10083371
208 S. Akard Street
Dallas, TX 75202-4206

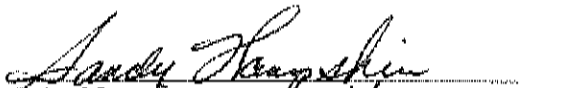
8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

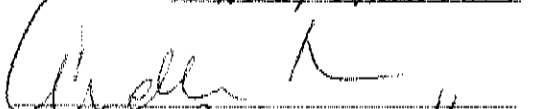
IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

WITNESSES:


Print Name: 9/4/18
Samantha Wagner



Print Name: Shawn Murphy

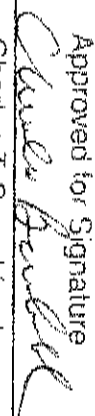

Print Name: SANDY HAMPSHIRE


Print Name: Antwanne Kimey

“LICENSOR”

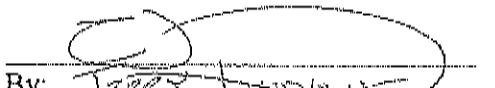
City of Grosse Pointe Woods


By: BRUCE SMITH
Its: City Administrator
Date: 9/4/2018

Approved for Signature

Charles T. Berschack
Acting City Attorney
Date: Aug 31 2018

“AT&T”

New Cingular Wireless PCS, LLC,
a Delaware Limited Liability Company


By: TERRY D. [unclear]
Its: SE. TERRY D. [unclear] Manager
Date: 9/25/18

AT&T ACKNOWLEDGMENT

STATE OF INDIANA)
COUNTY OF ALLEN)

I CERTIFY that on SEPTEMBER 25, 2018, TERRY L. HODGINS personally came before me and acknowledged under oath that he:

- a) was authorized to execute this instrument on behalf of the company and
- b) executed the instrument as the act of the company.

Sandra L. Hampshire
_____, Notary Public

State of IN
My Commission Expires: 7/25/2023



LICENSOR ACKNOWLEDGMENT

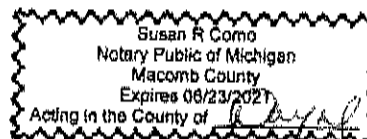
STATE OF MICHIGAN)
COUNTY OF WAYNE)

I CERTIFY that on September 4, 2018, BRUCE SMITH personally came before me and acknowledged under oath that he:

- a) is the City Administrator of the City of Grosse Pointe woods, the corporation named as Licensor in the attached instrument,
- b) was authorized to execute this instrument on behalf of the corporation and
- c) executed the instrument as the act of the corporation.

Susan R. Como
_____, Notary Public

County of Macomb, State of Michigan
My Commission Expires: 6/23/21
Acting in Wayne County, Michigan



LICENSOR REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2020, by _____, the _____ of _____.

Notary Seal

(Signature of Notary)
My Commission Expires: _____

AT&T ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2020, by _____, the _____ of AT&T Mobility Corporation.

Notary Seal

(Signature of Notary)
My Commission Expires: _____

MEMO 21-60

RECEIVED

NOV 29 2021

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services *F.S.*

DATE: November 29, 2021

SUBJECT: Annual Fuel Purchase Contract

During mid-November of 2019, we spoke with the City of Sterling Heights, the host municipality for the Michigan Intergovernmental Trade Network (MITN) cooperative fuel bid (formerly tri-county cooperative), regarding our purchase of fuel through the cooperative fuel contract for the two-year contract period of February 1, 2020 through January 31, 2022. We have purchased fuel through the MITN cooperative fuel contract since February 1, 2000. The MITN cooperative bid prices are lower for both gasoline and diesel fuel when compared to the State of Michigan MiDeal contract.

RKA Petroleum Companies was the lowest qualified bidder for tank wagon deliveries (5,000 gallons or less) for the upcoming contract period. They have provided fuel on previous contracts and their performance has been satisfactory. RKA's bid factor for gasoline and diesel fuel was +.0769 and +.1115 per gallon while the MiDeal bid factors for regular unleaded gasoline and diesel fuel were +.150 and +.220, respectively for Wayne County. Pricing is calculated based on the OPIS (Oil Price Information Service) Rack Average for Detroit, Michigan. Pursuant to a consensus of the fuel cooperative members and the agreement of the vendors, the City Council for the City of Sterling Heights approved the fuel purchasing contract for the two-year period February 1, 2020 through January 31, 2022.

The MITN cooperative bid is made up of 20 member communities in Macomb, Oakland and Wayne Counties including the City of Grosse Pointe Woods. Prices charged to municipalities fluctuate with market conditions but are substantially lower than consumer pump prices. This is the most economical way for the city to purchase fuel and there would be no advantage to going out for additional bids.

On November 16, 2021, RKA Petroleum Companies has agreed to extend at the unit prices bid for tank wagon deliveries for an additional two years.

Therefore, I recommend that we purchase fuel from RKA Petroleum Companies, 28340 Wick Rd., Romulus, MI, 48174 based upon the MITN cooperative fuel bid for tank wagon deliveries of gasoline and diesel fuel for the contract period of February 1, 2022 through January 31, 2024 in an amount not to exceed \$115,000.00 annually. This is a budgeted item with funds included in each fiscal year budget in vehicle maintenance account 640-851-939.500 for gasoline and diesel fuel purchases.

If you have any questions concerning this matter please contact me.

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.


Bruce Smith, City Administrator

11/29/2021
Date

Fund Certification:

Account numbers and amounts have been verified as presented.


Shawn Murphy, Treasurer/Comptroller

11-29-2021
Date

**CITY OF STERLING HEIGHTS
ITB-SH19-064: TRUCK TRANSPORT AND TANK WAGON
DELIVERIES OF UNLEADED GASOLINE AND DIESEL FUEL**

**BID TABULATION - RKA TANK WAGON
DECEMBER 10, 2019**

Commodity	Estimated	OPIS
	Gallons	Avg
Unleaded 87	214,500	1.7425
Unleaded Mid-Grade 89	177,800	1.9513
ULS Diesel #2	85,100	2.1746
ULS Diesel #2 Premium	39,000	2.1746
ULS Diesel #2 Dyed	101,000	2.1791
Totals		
Winter Additive Typically November - March		
Short load charge - Less than 5,000 Gal		
Volume/Gallons, SE MI		
Split order charge		
Delivery Time		

BID AWARD			
RKA Petroleum Co			
Add/gal	+ / -	Price/gal	Ext Total
	+ .0769	\$1.81940	\$390,261.30
	+ .0247	\$1.98600	\$353,110.80
	+ .0870	\$2.26160	\$192,482.16
0.0245	+ .0870	\$2.28610	\$89,157.90
	+ .0870	\$2.2661	\$226,876.10
			\$1,253,868.26
		\$0.0245 / gal	
		\$100 for less than 150	
		100,000,000	
		\$35	
		24 - 48 hours	

OPIS Detroit Michigan Rack Average on 11/26/19 10:00 AM Report used as pricing benchmark.

For all bid pricing above, add to price / gal \$0.001/gal for the Federal Leaking Underground Storage Tank Fee and \$0.01/gal for the Michigan Underground

**CITY OF STERLING HEIGHTS
ITB-SH19-064: TRUCK TRANSPORT AND TANK WAGON
DELIVERIES OF UNLEADED GASOLINE AND DIESEL FUEL**

**BID TABULATION - RKA TRUCK TRANSPORT
DECEMBER 10, 2019**

Commodity	Estimated Gallons	OPIS Avg	BID AWARD			
			RKA Petroleum Co			
			Add/gal	Factor	Price/gal	Ext Total
Unleaded 87	2,232,000	1.7425	--.0466		\$1.89590	\$3,785,248.80
Unleaded Mid-Grade 88	325,000	1.9613	--.0678		\$1.89350	\$615,387.50
ULS Diesel #2	641,000	2.1746	--.0290		\$2.14560	\$1,375,329.60
ULS Diesel #2 Premium	408,000	2.1746	0.0245	--.0290	\$2.17010	\$885,400.80
Totals						\$6,661,366.70
Winter Additive Typically November - March					\$0.0245 / gal	
Short load charge - (5,000-8,000 gals)					\$50	
Volume/Gallons, SE MI					100,000,000	
Split order charge					\$35	
Delivery Time					24 - 48 hours	

OPIS Detroit Michigan Rack Average on 11/26/19 10:00 AM Report used as pricing benchmark.

For all bid pricing above, add to price / gal \$0.001/gal for the Federal Leaking Underground Storage Tank Fee and \$0.01/gal for the Michigan Underg

RECEIVED
NOV 19 2021
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

LISA A. ANDERSON
landerson@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

MEMORANDUM

TO: Grosse Pointe Woods City Council

FROM: Lisa A. Anderson, City Attorney

DATE: November 18, 2021

RE: Ordinance Amendment Regarding Designation of Polling Places

Michigan Election Law, MCL 168.662, provides that City Council must “designate and prescribe the place or places of holding an election” and “provide a suitable polling place in or for each precinct located in the city” for use at each election. City Code Section 2-515 designates Ferry School, Mason School, First Evangelical Lutheran Church, the Community Center, Monteith School, and Barnes School for the City’s six voting precincts.

On November 15, 2021, Council adopted the recommendation of the Election Commission to establish polling places beginning with the 2022 election cycle at the following locations:

Precincts 1 and 2: Ferry School
Precincts 3 and 4: Community Center
Precincts 5 and 6: Monteith School

The attached ordinance amends City Code Section 2-515 to remove references to specific voting locations and to provide that Council will designate a polling place for each election precinct, with notice of such locations provided as required by law. The ordinance will give Council the ability to designate polling locations for future elections without the need for an ordinance amendment. The public will be notified of polling locations in accordance with the Michigan Election Law. I recommend that Council adopt the proposed amendment to City Code Section 2-515 to revise terms related to the designation of polling places.

ORDINANCE # _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF GROSSE POINTE WOODS, CHAPTER 2, ADMINISTRATION, ARTICLE VI, ELECTIONS, TO AMEND SECTION 2-515 TO REVISE THE LOCATION OF THE POLLING PLACES.

THE CITY OF GROSSE POINTE WOODS ORDAINS:

Section 1. Ordinance Amendment.

Chapter 2, Administration, Article VI, Elections, Section 2-515 is hereby amended to read as follows:

Sec. 2-515. – Boundaries; voting places.

The following shall constitute the election precincts in the city:

- (1) *Election precinct No. 1.* A precinct described as that area bounded on the south by the centerline of Anita Avenue from Marter Road to Wedgewood Drive; thence south on the centerline of Wedgewood Drive and thence easterly on the centerline of Vernier Road commencing northerly to the city limits line; to the west on the centerline of Marter Road to the northerly city limits line.; ~~designating Ferry School as the place of voting.~~
- (2) *Election precinct No. 2.* A precinct described as that area bounded by the northerly city limits line, commencing at Marter Road and going southerly on centerline of Marter Road to Anita Avenue; thence westerly on the centerline of Anita Avenue from Marter Road to Mack Avenue; thence northerly on the centerline of Mack Avenue to Ridgemont Avenue; thence west on the centerline of Ridgemont Avenue to the westerly city limits line.; ~~designating Mason School as the place of voting.~~
- (3) *Election precinct No. 3.* A precinct described as that area bounded on the north by the centerline of Ridgemont Avenue; thence south on the centerline of Mack Avenue; thence easterly on the centerline of Anita Avenue to Wedgewood Drive; thence southerly on the centerline of Wedgewood Drive to Vernier Road; thence westerly on the centerline of Vernier Road; thence southerly on the centerline of Fairway Drive; thence westerly on the centerline of South Oxford Road; thence westerly on the centerline of Oxford Road; thence northerly on the centerline of Mack Avenue; thence westerly on the centerline of Country Club; thence northerly on Jackson Avenue to Lancaster Avenue to the westerly city limits.; ~~designating First Evangelical Lutheran Church as the place of voting.~~
- (4) *Election precinct No. 4.* A precinct described as that area bounded on the south by the southerly city limits line; on the west by the westerly city limits line; on the north by the centerline of Huntington Boulevard commencing at the westerly city limits line and continuing easterly to the centerline of Mack Avenue; thence southerly on the centerline of Mack Avenue to the southerly city limits line respectively.; ~~designating the Municipal Community Center as the place of voting.~~

- (5) *Election precinct No. 5.* A precinct described as that area bounded by the northerly city limits line commencing easterly by the centerline of Lancaster Avenue to Jackson Avenue; thence southerly on the centerline of Jackson Avenue to Country Club Drive; thence easterly on the centerline of Country Club Drive to Mack Avenue; thence southerly on the centerline of Mack Avenue to Oxford Road; thence easterly on the centerline of Oxford Road to the centerline of South Oxford Road to Fairway Drive; thence southerly on the centerline of Fairway Drive to Fairford Road; thence westerly on the centerline of Fairford Road to Torrey Road; thence southerly on the centerline of Torrey Road to the easterly subdivision line of Torrey Woods No. 3 Subdivision (Liber 70, Page 27 of Plats), the easterly subdivision line of Edward Schultz Grosse Pointe Hunt Club Subdivision (Liber 71, Page 67 of Plats) and thence southerly by the centerline of Chalfonte Avenue to the southerly city limits line; thence commence westerly on the city limits line to the centerline of Mack Avenue going northerly to the centerline of Huntington Boulevard to the westerly city limits line.;~~designating Montieth School as the place of voting.~~
- (6) *Election precinct No. 6.* A precinct described as that area bounded on the south by the southerly city limits line; on the west by the centerline of Chalfonte Avenue, the easterly subdivision line of Edward Schultz Grosse Pointe Hunt Club Subdivision (Liber 71, Page 67 of Plats), the easterly subdivision of Torrey Woods No. 3 Subdivision (Liber 70, Page 25 of Plats); thence easterly on the centerline of Torrey Road; thence northerly on the centerline of Torrey Road; thence easterly on the centerline of Fairford Road; thence northerly on the centerline of Fairway Drive to Vernier Road; thence southerly on the centerline of Vernier Road to the southerly city limits line.;~~designating Barnes School as the place of voting.~~

The City Council shall designate a polling place for each election precinct, and shall give notice of the location of such polling places in accordance with the laws of the State of Michigan.

Section 2 of Ordinance. Repealer.

All ordinances, parts of ordinances, or sections of the City Code in conflict with this Ordinance are repealed only to the extent necessary to give this Ordinance full force and effect.

Section 3 of Ordinance. Severability.

Should any section, subdivision, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

Section 4 of Ordinance. Savings.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

Section 5 of Ordinance. Effective Date.

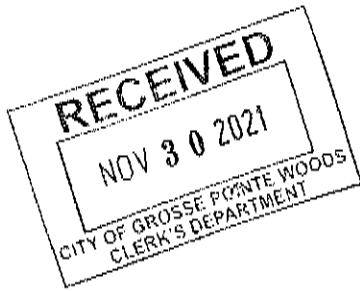
This ordinance shall be effective _____

CERTIFICATION OF CLERK

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Grosse Pointe Woods, County of Wayne, State of Michigan, at a regular meeting of the City Council duly called and held on _____ day of _____, 2021.

Lisa K. Hathaway, City Clerk

First Reading:
Second Reading:
Published in GPN:
Adopted:
Effective:
Date Posted:



LISA A. ANDERSON
landerson@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

MEMORANDUM

TO: Grosse Pointe Woods City Council

FROM: Lisa A. Anderson, City Attorney

DATE: November 30, 2021

RE: Ordinance Amendment Regarding City Administrator Supervision of Clerk, Treasurer, and City Departments

As you know, on November 2, 2021, voters approved two charter amendments to permit Council to adopt an ordinance placing the City Clerk and Treasurer, and their departments, under the supervision of the City Administrator. At the request of the Mayor, I have prepared a proposed ordinance to accomplish these goals. The ordinance adds a new Section 2-1 to the City Code to provide that the Clerk and Treasurer positions will work under the supervision of the City Administrator. The Clerk and Treasurer will continue to be appointed by and serve at the pleasure of Council, with Council fixing their compensation. A new Section 2-2 will be added to provide that all City departments, other than the Assessor and Attorney, will be under the supervision of the City Administrator. I will be available at the December 6, 2021 Council meeting to address any questions.

ORDINANCE NO. _____**AN ORDINANCE TO AMEND CITY OF GROSSE POINTE WOODS CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE I, IN GENERAL, TO ADD REGULATIONS PLACING THE CITY CLERK, CITY TREASURER, AND CITY DEPARTMENTS UNDER THE SUPERVISION OF THE CITY ADMINISTRATOR.****THE CITY OF GROSSE POINTE WOODS ORDAINS:****Section 1. Ordinance Amendment.**

The Grosse Pointe Woods City Code, Chapter 2, "Administration," Article I, "In General," is hereby amended to read as follows:

ARTICLE I. – IN GENERAL**Sec. 2-1. – Clerk and treasurer.**

The City Clerk and the City Treasurer shall be appointed by and serve at the pleasure of the Council. The Clerk and the Treasurer shall, for administrative purposes, work under the supervision of the City Administrator and shall perform duties requested by the City Administrator, so long as such duties are not inconsistent with the Charter or any statutory provisions as to the powers and duties of their office.

Sec. 2-2. – Supervision of city departments.

All city departments shall be under the supervision of the City Administrator, except for the departments of the City Attorney and City Assessor.

Section 2. Repeal.

All ordinances, parts of ordinances, or sections of the City Code in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect, and the City of Grosse Pointe Woods Code of Ordinances shall remain in full force and effect, amended only as specified above.

Section 3. Savings Clause.

The amendments of the City of Grosse Pointe Woods Code of Ordinances set forth in this ordinance do not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendments of the City of Grosse Pointe Woods Code of Ordinances set forth in this ordinance.

Section 4. Severability.

If any section, clause or provision of this ordinance, or the application thereof to any person, firm, corporation, legal entity or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair, or invalidate the remainder of this ordinance. It is hereby declared to be the legislative intent of this body that the ordinance is severable, and that the ordinance would have been adopted had such invalid or unconstitutional provision not have been included in this ordinance.

Section 5. Effective Date.

This ordinance shall be effective 20 days after enactment.

CERTIFICATION OF CLERK

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Grosse Pointe Woods, County of Wayne, State of Michigan, at a regular meeting of the City Council duly called and held on _____ day of December, 2021.

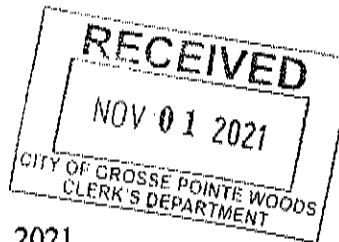
Lisa K. Hathaway, City Clerk

First Reading:
Second Reading:
Published in GPN:
Adopted:
Effective:
Date Posted:

YORK, DOLAN & TOMLINSON, P.C.

Attorneys and Counselors at Law
22600 Hall Road, Suite 205
Clinton Township, Michigan 48036
586-263-5050
Fax 586-263-4763

John A. Dolan (jdolan@yorkdolanlaw.com)
Timothy D. Tomlinson (ttomlinson@yorkdolanlaw.com)



Fred A. York (1930-1989)

November 1, 2021

Via Email

Honorable Mayor & City Council
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: Solar Energy Ordinance

Dear Mayor & Council:

Pursuant to the direction of the Committee of the Whole ("COW"), the enclosed revised Solar Energy Ordinance eliminating the proposed changes to paragraph (3) is provided for your review and first reading. After second reading and adoption, the Zoning Ordinance will be amended to repeal the provisions pertaining to Solar Energy.

In the interim, should you have any questions regarding same, please do not hesitate to contact me. We remain,

Very truly yours,

YORK, DOLAN & TOMLINSON, P.C.

A handwritten signature in dark ink, appearing to read "Timothy D. Tomlinson".

Timothy D. Tomlinson

TDT/jabh
Enclosure

cc: Bruce Smith (Via Email w/Enclosure)
Lisa K. Hathaway (Via Email w/Enclosure)
Gene Tutag (Via Email w/Enclosure)
Lisa Anderson (Via Email w/Enclosure)

ORDINANCE NO. - _____

**AN ORDINANCE TO ADOPT
ARTICLE XVII SOLAR ENERGY
SYSTEMS,
CHAPTER 8, BUILDINGS AND
BUILDING REGULATIONS, SEC. 8-501
TO ELIMINATE THE REQUIREMENT
THAT
PANELS BE LOCATED WITHIN 4
FEET OF ANY PEAK,
EAVE OR VALLEY, TO PROVIDE
THAT THE
INSTALLATION OF THE SOLAR
ENERGY SYSTEM SHALL
COMPLY WITH THE MICHIGAN
RESIDENTIAL CODE,
AND TO PROVIDE FOR APPEALS TO
THE CITY COUNCIL.**

**THE CITY OF GROSSE POINTE
WOODS ORDAINS:**

**ARTICLE XVII
SOLAR ENERGY SYSTEMS**

Sec. 8-501. - *Solar energy systems.*

Solar Energy System means an accessory to a main structure, or accessory structure, or use, which is comprised of a combination of solar collector(s) and ancillary solar equipment used to generate electricity primarily for consumption on the property on which the system is located. A Solar Energy System can include a photovoltaic or solar thermal system that uses the sun's energy to produce electricity or heat.

Solar Panel means a grouping, module, or array of photovoltaic cells that produce electricity from sunlight.

A *solar energy system* is permitted in any city zoning district. However, it shall be unlawful for any person to install or operate

a *solar energy system* unless all of the following conditions are met:

(1) A building permit and any necessary mechanical, plumbing and electrical permits shall be secured prior to the start of the installation of a *solar energy system*. Dimensioned plans are required with the building permit application.

(2) Only rooftop *solar energy systems* are permitted. Freestanding or wall-mounted *solar energy systems* are not permitted.

(3) The *solar energy system* installation shall be configured to the degree practicable to have a minimal visual impact as seen from the street. Systems that are visible from the street must be either composed of building-integrated components (such as *solar shingles*) that are not readily evident, or be designed and mounted to match the shape, proportions, and slope of the roof.

(4) Installation of *solar energy system* equipment, including the rails and panels, are subject to the height limitations of the specific zoning district where they are being installed.

(5) The placement and installation of roof top solar energy systems shall comply with the Michigan Residential Code in effect at the time the building permit application for the system is received by the city.

(6) *Solar panels* shall not project more than one foot above the roof deck.

(7) The following additional design standards shall apply:

a. *Solar panels* shall be arranged so that the panels do not reflect sunlight or glare onto adjacent buildings, properties or roadways.

b. The system shall use materials and colors that are visually compatible with the existing roof or wall design.

c. The system shall include high quality mesh to enclose the space between the roof surface and the *solar* panels to deter animal nesting.

(8) If a system is defective or not in operation for a period of 12 months, the system shall be deemed a nuisance. The current owner of the property shall be required to either remove the system or repair it at the owner's expense.

(9) Denials of an application may be appealed to the city council after review and recommendation by the planning commission. An applicant seeking an exception to the provisions of this article shall pay a hearing notice fee set by council resolution. The city shall mail a notice of the hearing to adjacent property owner(s) and property owners located directly across the street from the applicant (as determined by the Building Official), at least seven (7) days prior to the hearing date.

(10) On appeal, the planning commission and city council may consider the following along with other information:

a. Balancing relative hardships between the property owner and adjacent property owners.

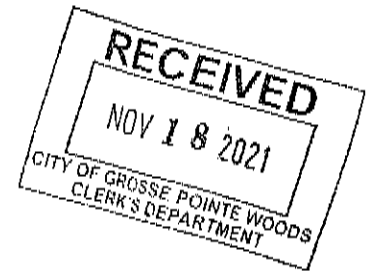
b. Whether special circumstances or conditions exist.

c. General health, safety, and welfare of the neighborhood.

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

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



COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

City of Grosse Point Woods

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

November 18, 2021

#1 GPW 11/18 2nd READ CHAP 8

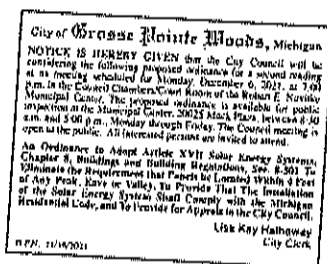
and knows well the facts stated herein, and that she is the Administrative Assistant
of said newspaper.

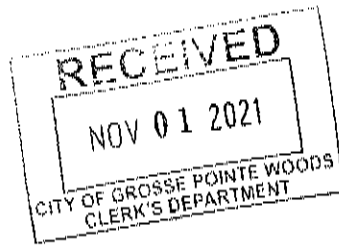
Melanie Mahoney

Dawn M LoPiccolo

Notary Public

Dawn M LoPiccolo
Notary Public - State of Michigan
County of Macomb
My Comm. Exp. 06-02-2024 Acting
in County of Wayne Date 11/17/2021





LISA A. ANDERSON
landerson@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

MEMORANDUM

TO: Grosse Pointe Woods City Council

FROM: Lisa A. Anderson, City Attorney

DATE: November 1, 2021

RE: Ordinance Amendment Establishing Office of Assistant City Administrator

During your last meeting on October 18, 2021, Council was introduced to the idea of establishing an Assistant City Administrator position to work cooperatively with the City Administrator and provide continuity of services during the City Administrator's absence. Attached for Council's consideration is an ordinance establishing the office of the Assistant City Administrator. Council has adopted similar ordinances to establish the offices of the Deputy Clerk (Sec. 2-40), Deputy Treasurer (Sec. 2-75), and Deputy Assessor (2-75). Adopting such an ordinance for an Assistant City Administrator position, while not required, would be consistent with the way similar positions have been handled in the past. It is Council's prerogative to consider amending the ordinance to establish the office of the Assistant City Administrator.

Chapter 2 - ADMINISTRATION

ARTICLE II. - OFFICERS AND EMPLOYEES⁽²⁾

Footnotes:

--- (2) ---

State Law reference--- Freedom of information act, MCL 15.231 et seq.; standards of conduct and ethics, MCL 15.341 et seq.; conflicts of interests as to contracts, MCL 15.321 et seq.; political activities by public employees, MCL 15.401 et seq.; legal defense of public employees, MCL 691.1408; incompatible offices, MCL 15.181 et seq.; nondiscrimination in employment, MCL 37.2102.

DIVISION 1. - GENERALLY

Secs. 2-19—2-39. - Reserved.

DIVISION 2. - DEPUTY CLERK

Sec. 2-40. - Office created.

The office of deputy city clerk is hereby created.

(Code 1975, § 1-2-1; Code 1997, § 2-46)

Sec. 2-41. - Duties.

The deputy city clerk shall have full power and authority to act for and on behalf of the city clerk during the clerk's absence from the city, the clerk's incapacity to act and at such times as the clerk may direct in writing. The term "absence from the city" shall be deemed to mean any absence other than casual absence in the ordinary routine of business activities and living activities while the clerk is residing at his residence.

(Code 1975, § 1-2-2; Code 1997, § 2-47)

Sec. 2-42. - Bond required.

The deputy city clerk shall qualify under such bond as the council may direct and shall be held accountable for the administration of such office to the city clerk.

(Code 1975, § 1-2-3; Code 1997, § 2-48)

Sec. 2-43. - Appointment.

The office of the deputy city clerk shall be filled by the city clerk with confirmation by the council. Such appointees shall perform all other services as may be required by the city clerk in addition to any of the services required under this division. Appointees shall hold office at the will and pleasure of the city clerk.

(Code 1975, § 1-2-4; Code 1997, § 2-49)

Secs. 2-44—2-74. - Reserved.

DIVISION 3. - DEPUTY TREASURER

Sec. 2-75. - Office created.

The office of deputy city treasurer is hereby created.

(Code 1975, § 1-3-1; Code 1997, § 2-66)

Sec. 2-76. - Duties.

The deputy city treasurer shall have full power and authority to act for and on behalf of the city treasurer during the treasurer's absence from the city, the treasurer's incapacity to act and at such other times as the treasurer may direct in writing. The term "absence from the city" shall be deemed to mean any absence other than casual absence in the ordinary routine of business activities and living activities while the treasurer is residing at his residence.

(Code 1975, § 1-3-2; Code 1997, § 2-67)

Sec. 2-77. - Bond required.

The deputy treasurer shall qualify under such bond as the council may direct and shall be held accountable for the administration of such office to the treasurer.

(Code 1975, § 1-3-3; Code 1997, § 2-68)

Sec. 2-78. - Appointment.

The office of deputy treasurer shall be appointed by the city treasurer with confirmation by the council. Such appointee shall perform all other services as may be required by the city treasurer in addition to any of the services required by the city treasurer. Appointees shall hold office at the will and pleasure of the city treasurer.

(Code 1975, § 1-3-4; Code 1997, § 2-69)

Secs. 2-79—2-89. - Reserved.

DIVISION 4. - DEPUTY ASSESSOR

Sec. 2-90. - Office created.

The office of deputy city assessor is hereby created.

(Ord. No. 822, 6-16-2008)

Sec. 2-91. - Duties.

The deputy city assessor shall have full power and authority to act for and on behalf of the assessor during the assessor's absence from the city, the assessor's incapacity to act and at such other times as the assessor may direct in writing. The term "absence from the city" shall be deemed to mean any

absence other than casual absence in the ordinary routine of business activities and living activities while the assessor is residing at his or her residence.

(Ord. No. 822, 6-16-2008)

Sec. 2-92. - Bond required.

The deputy city assessor shall qualify under such bond as the council may direct and shall be held accountable for the administration of such office to the assessor.

(Ord. No. 822, 6-16-2008)

Sec. 2-93. - Appointment.

The office of deputy city assessor shall be appointed by the assessor with confirmation by the council. Such appointee shall perform all other services as may be required by the assessor in addition to any of the services required by the assessor. Appointees shall hold office at the will and pleasure of the assessor.

(Ord. No. 822, 6-16-2008)

Secs. 2-94—2-99. - Reserved.

ORDINANCE NO. _____**AN ORDINANCE TO AMEND CITY OF GROSSE POINTE WOODS CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE II, OFFICERS AND EMPLOYEES, TO ADD A NEW DIVISION 5 TO CREATE THE OFFICE OF ASSISTANT CITY ADMINISTRATOR.****THE CITY OF GROSSE POINTE WOODS ORDAINS:****Section 1. Ordinance Amendment.**

The Grosse Pointe Woods City Code, Chapter 2, "Administration," Article II, "Officers and Employees," is hereby amended to include a new Division 5, "Assistant City Administrator," which shall read as follows:

DIVISION 5. — ASSISTANT CITY ADMINISTRATOR**Sec. 2-99.1. — Office created.**

The office of assistant city administrator is hereby created.

Sec.2-99.2. — Duties.

The assistant city administrator shall have the full power and authority to act for and on behalf of the city administrator during the administrator's absence from the city, the administrator's incapacity to act and at such times as the administrator may direct in writing. The term absence from the city shall be deemed to mean any absence other than casual absence in the ordinary routine of business activities and living activities while the city administrator is residing at his residence.

Sec. 2-99.3 — Appointment.

The office of the assistant city administrator shall be filled by the city administrator with confirmation by the council. Such appointees shall perform all other services as may be required by the city administrator in addition to any of the services required under this division. Such services are not intended to and shall not be construed as diminishing the duties or responsibilities of the office of city administrator. Appointees shall hold office at the will and pleasure of the city administrator.

Section 2. Repeal.

All ordinances, parts of ordinances, or sections of the City Code in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect, and the City of Grosse Pointe Woods Code of Ordinances shall remain in full force and effect, amended only as specified above.

Section 3. Savings Clause.

The amendments of the City of Grosse Pointe Woods Code of Ordinances set forth in this ordinance do not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendments of the City of Grosse Pointe Woods Code of Ordinances set forth in this ordinance.

Section 4. Severability.

If any section, clause or provision of this ordinance, or the application thereof to any person, firm, corporation, legal entity or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair, or invalidate the remainder of this ordinance. It is hereby declared to be the legislative intent of this body that the ordinance is severable, and that the ordinance would have been adopted had such invalid or unconstitutional provision not have been included in this ordinance.

Section 5. Effective Date.

This ordinance shall be effective 20 days after enactment.

CERTIFICATION OF CLERK

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Grosse Pointe Woods, County of Wayne, State of Michigan, at a regular meeting of the City Council duly called and held on _____ day of November, 2021.

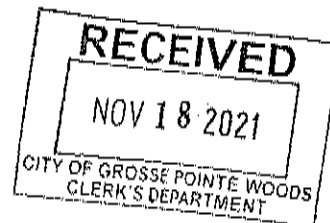
Lisa K. Hathaway, City Clerk

First Reading:
Second Reading:
Published in GPN:
Adopted:
Effective:
Date Posted:

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

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



COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

City of Grosse Point Woods

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

November 18, 2021

#2 GPW 11/18 2nd READ CHAP 2

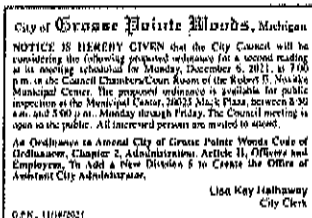
and knows well the facts stated herein, and that she is the Administrative Assistant of said newspaper.

Melanie Mahoney

Dawn M. LoPiccolo

Notary Public

Dawn M. LoPiccolo
Notary Public - State of Michigan
County of Macomb
My Comm. Exp. 06-02-2024 Acting
in County of Wayne Date 11/17/2021





ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
www.aewinc.com p(586)726-1234

INVOICE

RECEIVED

NOV 29 2021

August 11, 2021

Project No: 0100-0442-0

Invoice No: 0132001

CITY OF GROSSE POINTE WOODS

ACCOUNTS PAYABLE

20025 MACK AVENUE

GROSSE POINTE WOODS, MI 48236-2397

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Project 0100-0442-0 DPW BARN ADDITION

Professional Services from July 5, 2021 to August 1, 2021

Phase 01 DESIGN
Fee

Total Fee 4,500.00

Percent Complete

25.00 Total Earned

1,125.00

Previous Fee Billing

0.00

Current Fee Billing

1,125.00

Total Fee

1,125.00

Total this Phase

\$1,125.00

Total this Invoice

\$1,125.00

PO 46811

#598-787-977.103

OK - J.K.

SM 11/18/21

SM 11/22/21



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INVOICE

RECEIVED

NOV 29 2021

November 2, 2021

Project No: 0100-0423-0

Invoice No: 0133913

CITY OF GROSSE POINTE WOODS

ACCOUNTS PAYABLE

20025 MACK AVENUE

GROSSE POINTE WOODS, MI 48230-2397

CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

Project 0100-0423-0 OXFORD ROAD RECON. - MACK TO HOLIDAY
 FOR: COORDINATING SUPPLEMENTAL RESTORATION, REVIEWING RESTORATION PROGRESS
Professional Services from September 27, 2021 to October 24, 2021
 Professional Personnel

	Hours	Rate	Amount	
CONTRACT ADMINISTRATION				
PRINCIPAL ENGINEER	.50	108.20	54.10	
LICENSED ENG/SUR/ARC	1.50	108.20	162.30	
Totals	2.00		216.40	
Total Labor				216.40
Billing Limits	Current	Prior	To-Date	
Total Billings	216.40	122,555.07	122,771.47	
Limit			125,000.00	
Remaining			5,228.53	
		Total this Invoice		\$216.40

PO 20-46056

203-451-974.201 \$17.31

202-451-977.803 \$177.45

592-537-975.401 \$21.64

OK - J.K.

Sm 11/18/21

[Signature] 11/22/21



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

RECEIVED

November 2, 2021

Project No: 0160-0433-0

Invoice No: 0133914

CITY OF GROSSE POINTE WOODS

NOV 29 2021

ACCOUNTS PAYABLE

20025 MACK AVENUE

GROSSE POINTE WOODS, MI 48236-2390

CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

Project 0160-0433-0

ALLARD RD RECON. CHESTER/HARPER (WOL)

PURCHASE ORDER #21-46705 - \$48,500.00

Professional Services from September 27, 2021 to October 24, 2021

Fee

Construction Cost	742,000.00
Fee Percentage	6.50
Total Fee	48,230.00

Percent Complete

40.00

Total Earned

19,292.00

Previous Fee Billing

14,469.00

Current Fee Billing

4,823.00

Total Fee

4,823.00

Total this Invoice

\$4,823.00

PO 21-46705
 #203-457-977-803

OK - J.K.

SM 11/18/21

BM 11/22/21

Allard Avenue Reconstruction - Harper to Chester
 AEW Project No. 0160-0433
 Summary of Time Spent for Design, Specification, Bidding
 and Subconsultant Fees

Name	Hours	Description
ALLEGRET, JEFFREY	0.5	CADD Oversight
ANDERSON, KEVIN	2	Research/Review
ANKRAWI, MICHELLE	0.5	Admin
BICKHAM, BRENDA	1	Admin
BIGELOW, JUSTICE	2	Survey
CARPENTER, AARON	37.5	Survey
DE OLIVEIRA, ROSANA	20.1	CADD
DAYESKI JR., JOSEPH	7	Survey Oversight, project setup
LOCKWOOD, SCOTT	10.4	Project Oversight
MARCUS, PATRICK	4	Research/Review
MILLER, JEFFREY	1.5	GIS
PIOTROWSKI, KEVIN	54.2	CADD
RODE, LILA	34.5	Survey
SCHWARTZ, JOSEPH	4.5	Survey
TRUAX, MICHAEL	6	Survey Oversight
WILBERDING, ROSS	55	Design
	240.7	



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 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

RECEIVED

November 2, 2021

Project No: 0160-0432-0

Invoice No: 0134038

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE

NOV 29 2021

20025 MACK AVENUE

GROSSE POINTE WOODS, MI 48236-2397

CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

Project 0160-0432-0 2020-2021 GIS MAINTENANCE

FOR: UPDATES TO GIS PROTAL BASEMAP

Professional Services from September 27, 2021 to October 24, 2021

Professional Personnel

	Hours	Rate	Amount
REVISIONS			
ENGINEERING AIDE III			
SVOBODA, JOSEPH	.50	73.50	36.75
Revised voter precinct calendar map			
Totals	.50		36.75
Total Labor			36.75
Billing Limits	Current	Prior	To-Date
Total Billings	36.75	15,513.25	15,550.00
Limit			21,000.00
Remaining			5,450.00
Total this Invoice			\$36.75

PO 21-46529

#592-537-977.000

OK-

J.K.

Sm 11/18/21

Bmf 11/22/21



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
www.aewinc.com p(586)726-1234

INVOICE

RECEIVED

November 2, 2021

Project No: 0160-0442-0

Invoice No: 0134046

CITY OF GROSSE POINTE WOODS

NOV 29 2021

ACCOUNTS PAYABLE

20025 MACK AVENUE

GROSSE POINTE WOODS, MI 48236-2397

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Project 0160-0442-0 DPW BARN ADDITION

Professional Services from September 27, 2021 to October 24, 2021

Phase 01 DESIGN

Fee

Total Fee 4,500.00

Percent Complete

100.00

Total Earned

4,500.00

Previous Fee Billing

1,125.00

Current Fee Billing

3,375.00

Total Fee

3,375.00

Total this Phase

\$3,375.00

Total this Invoice

\$3,375.00

Outstanding Invoices

Number	Date	Balance
0132601	6/11/2021	1,125.00
Total		1,125.00

PO 46811

#598-787-977-103

OK - J.K.

SM 11/18/21

[Signature]

11/22/21



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
www.aewinc.com p(586)726-1234

INVOICE

RECEIVED

November 8, 2021

Project No: 0100-0413-0

Invoice No: 0134150

CITY OF GROSSE POINTE WOODS

ACCOUNTS PAYABLE

20025 MACK AVENUE

GROSSE POINTE WOODS, MI 48236-2597

NOV 29 2021

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Project 0100-0413-0

2019 SEWER OPEN CUT REPAIR PROGRAM

FOR: IDR AND QUANTITY REVIEW FOR PAY ESTIMATE, CONCRETE AND RESTORATION INSPECTION

P.O. 19-45637 - (106,000)

Professional Services from September 27, 2021 to October 24, 2021

Professional Personnel

	Hours	Rate	Amount	
CONTRACT ADMINISTRATION				
TEAM LEADER	.50	87.70	43.85	
MAPSET				
ENGINEERING AIDE III	1.50	73.50	110.25	
Totals	2.00		154.10	
Total Labor				154.10
Billing Limits	Current	Prior	To-Date	
Total Billings	154.10	98,319.75	98,473.85	
Limit			106,000.00	
Remaining			7,526.15	
		Total this Invoice		\$154.10

PO 19-45637
592-537-976.001

C/K - J.K.

SM 11/15/21
B. [Signature] 11/22/21



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
www.aewinc.com p(586)726-1234

INVOICE

RECEIVED

November 8, 2021

Project No: 0180-0426-0

Invoice No: 0134151

CITY OF GROSSE POINTE WOODS

NOV 29 2021

ACCOUNTS PAYABLE

20025 MACK AVENUE

GROSSE POINTE WOODS, MI 48238-2397

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Project 0180-0426-0

2020-2021 WATER MAIN REPLACEMENT PROGRA

FOR: CONSTRUCTION ADMINISTRATION AND OBSERVATION

PURCHASE ORDER #20-46057

PURCHASE ORDER #21-46244

Professional Services from September 27, 2021 to October 24, 2021

Professional Personnel

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
PRINCIPAL ENGINEER	9.50	108.20	1,027.90
LICENSED ENG/SUR/ARC	18.50	108.20	2,001.70
TEAM LEADER	9.50	87.70	833.15
ENGINEERING AIDE III	7.70	73.50	565.95
ENGINEERING AIDE I	.30	58.60	17.64
CONSTRUCTION OBSERVATION			
GRADUATE ENG/SUR/ARC	1.50	87.70	131.55
ENGINEERING AIDE III	203.90	73.50	14,986.65
Totals	250.90		19,564.54
Total Labor			19,564.54

Reimbursable Expenses

REIMB. MISC. EXPENSE

10/25/2021	G2 CONSULTING GROUP	Invoice #212353	720.00
	Total Reimbursables		720.00

Unit Billing

2 PERSON CREW-TOPOGRAPHICAL SURVEY	1.0 HOUR @ 148.10	148.10
Total Units		148.10

Billing Limits

	Current	Prior	To-Date
Total Billings	20,440.64	181,483.93	201,924.57
Limit			325,000.00
Remaining			123,075.43

Total this Invoice \$20,440.64

Outstanding Invoices

Number	Date	Balance
0133895	10/21/2021	19,462.20
Total		19,462.20

Pd 11/10/21

[Signature] 11/22/21

PO 20-46057

#592-537-977.310

OK - J.K.

SM 11/18/21

G2 Consulting Group, LLC
1866 Woodslee Street
Troy, MI 48083

Voice: 248.680.0400

Fax: 248.680.9745

INVOICE

Invoice Number: 212353

Invoice Date: September 30, 2021

Page Number: 1

Bill To: Accounts Payable
 Anderson, Eckstein & Westrick
 51301 Schoenherr Road
 Shelby Township, MI 48315

Customer ID	Purchase Order No.	G2 Project No.	
AEW001	AEW No. 0160-0426	210592	
Payment Terms	Due Date	Ship Date	Shipping Method
Net 30 Days	October 30, 2021		

Quantity	Description	Unit Price	Amount
4.00	Engineering Technician, Regular Hours, each	62.00	248.00
2.00	Engineering Technician, Regular Hours - Cylinder Pick-Up on 9/10/21 and 10/2/21, each	62.00	124.00
1.00	Project Manager, per hour	150.00	150.00
0.50	Administrative Assistant, per hour	52.00	26.00
12.00	Compressive Strength Test Cylinders, each	15.00	180.00
	Grosse Pointe Woods 2021 Watermain Project, Grosse Pointe Woods, Michigan - Quality Control Observation and Testing Services on 9/9/21 and 10/1/21		
	Client Contact: Brad Smith		

Total Invoice Amount \$ 728.00

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

Make all checks payable to: G2 Consulting Group, LLC.



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
www.aewinc.com p(586)726-1234

INVOICE

RECEIVED

NOV 29 2021

November 8, 2021

Project No: 0160-0428-0

Invoice No: 0134152

CITY OF GROSSE POINTE WOODS

ACCOUNTS PAYABLE

20025 MACK AVENUE

GROSSE POINTE WOODS, MI 48238-2807
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Project 0160-0428-0

2020 CONCRETE PAVEMENT REPAIR PROGRAM

FOR: CONSTRUCTION INSPECTION AND CONTRACT ADMINISTRATION

PURCHASE ORDER #20-46055

Professional Services from September 27, 2021 to October 24, 2021

Professional Personnel

	Hours	Rate	Amount	
QUANTITIES				
ENGINEERING AIDE III	12.50	73.50	918.75	
CONTRACT ADMINISTRATION				
TEAM LEADER	4.00	87.70	350.80	
ENGINEERING AIDE III	2.70	73.50	198.45	
ENGINEERING AIDE I	.20	58.80	11.76	
CONSTRUCTION OBSERVATION				
GRADUATE ENG/SUR/ARC	6.50	87.70	570.05	
ENGINEERING AIDE III	8.00	73.50	588.00	
Totals	33.90		2,637.81	
Total Labor				2,637.81
Billing Limits	Current	Prior	To-Date	
Total Billings	2,637.81	76,144.84	78,782.65	
Limit			134,000.00	
Remaining			55,217.35	
		Total this Invoice		\$2,637.81

Outstanding Invoices

Number	Date	Balance
0133896	10/21/2021	1,918.27
Total	per 11/10/21	1,918.27

P020-46055
 #202-451-974.201 \$501.18
 #203-451-974.201 \$316.54
 #585-561-978-300 \$1,318.91
 #592-537-975-401 \$501.18

OK-

J.K.

SM 11/18/21

11/22/21



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
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NOV 29 2021

November 8, 2021

Project No: 0100-0429-0

Invoice No: 0134153

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOODS, MI 48230-2397

CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

Project 0100-0429-0 SEWER REHABILITATION - LINING

FOR: IDR AND QUANTITY REVIEW FOR PAY ESTIMATE

PURCHASE ORDER #20-46058

Professional Services from September 27, 2021 to October 24, 2021

Professional Personnel

	Hours	Rate	Amount	
RESEARCH/REVIEW	.50	108.20	54.10	
PRINCIPAL ENGINEER				
CONTRACT ADMINISTRATION	.50	87.70	43.85	
TEAM LEADER	2.00	73.50	147.00	
ENGINEERING AIDE III				
CCTV REVIEW	1.00	65.10	65.10	
ENGINEERING AIDE II	4.00		310.05	
Totals				310.05
Total Labor				

Billing Limits

Total Billings

Limit

Remaining

Current

310.05

Prior

60,192.06

To-Date

60,502.91

75,000.00

14,497.09

Total this Invoice

\$310.05

Outstanding Invoices

Number

0133897

Total

Date

10/21/2021

pd 11/10/21

Balance

343.70

343.70

PO 20-46058
 # 592-537-976.001

OK - J.K.

SM 11/18/21

BSM 11/22/21



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
www.aewinc.com p(586)726-1234

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November 8, 2021

Project No: 0160-0430-0

Invoice No: 0134154

CITY OF GROSSE POINTE WOODS

NOV 29 2021

ACCOUNTS PAYABLE

20025 MACK AVENUE

GROSSE POINTE WOODS, MI 48230-2397
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Project 0160-0430-0

SEWER REHABILITATION - OPEN CUT

FOR: CONSTRUCTION INSPECTION AND CONTRACT ADMINISTRATION

PURCHASE ORDER #20-46059

Professional Services from September 27, 2021 to October 24, 2021

Professional Personnel

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER	1.50	108.20	162.30
SECRETARIAL			
SECRETARIAL	.50	34.70	17.35
CONTRACT ADMINISTRATION			
GRADUATE ENG/SUR/ARC	4.00	87.70	350.80
TEAM LEADER	6.50	87.70	570.05
BASE MAPS			
GRADUATE ENG/SUR/ARC	14.50	87.70	1,271.65
CCTV REVIEW			
TEAM LEADER	2.50	87.70	219.25
Totals	29.50		2,591.40
Total Labor			2,591.40
Billing Limits	Current	Prior	To-Date
Total Billings	2,591.40	83,061.11	85,652.51
Limit			175,000.00
Remaining			89,347.49
Total this Invoice			\$2,591.40

Outstanding Invoices

Number	Date	Balance
0133898	10/21/2021	431.40
Total		431.40

Pd 11/10/21

PO 20-46059
#592-537-976.001

OK - G.K.

Sm 11/18/21

BG 11/22/21



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
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NOV 29 2021

November 8, 2021

Project No: 0100-0435-0

Invoice No: 0134155

CITY OF GROSSE POINTE WOODS

ACCOUNTS PAYABLE

20025 MACK AVENUE

GROSSE POINTE WOODS, MI 48230-2097
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Project 0100-0435-0

2021 MISC. CONCRETE REPAIR

FOR: CONSTRUCTION INSPECTION AND ADMINISTRATION

Professional Services from September 27, 2021 to October 24, 2021

Professional Personnel

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
TEAM LEADER	7.50	87.70	657.75
ENGINEERING AIDE III	3.80	73.50	279.30
ENGINEERING AIDE I	.40	58.80	23.52
CONSTRUCTION OBSERVATION			
GRADUATE ENG/SUR/ARC	2.00	87.70	175.40
ENGINEERING AIDE III	53.00	73.50	3,895.50
GIS UPDATES			
ENGINEERING AIDE III	2.50	73.50	183.75
Totals	69.20		5,215.22
Total Labor			5,215.22

Reimbursable Expenses

REIMB. MISC. EXPENSE

10/19/2021	G2 CONSULTING GROUP	Invoice #212331	898.50
	Total Reimbursables		898.50
			898.50

Billing Limits

	Current	Prior	To-Date
Total Billings	6,113.72	58,297.45	64,411.17
Limit			109,000.00
Remaining			44,588.83

Total this Invoice \$6,113.72

Outstanding Invoices

Number	Date	Balance
0133899	10/21/2021	10,967.15
Total		10,967.15

PAID 11/10/21

PO 21-46682

202-451-974.201 \$1,406.16

203-451-974.201 \$917.05

585-561-978.300 \$2,384.35

592-577-975.401 \$1,406.16

OK - J.K.

SM 11/18/21

G2 Consulting Group, LLC
1866 Woodslee Street
Troy, MI 48083

Voice: 248.680.0400

Fax: 248.680.9745

INVOICE

Invoice Number: 212331

Invoice Date: September 30, 2021

Page Number: 1

Bill To: Accounts Payable
 Anderson, Eckstein & Westrick
 51301 Schoenherr Road
 Shelby Township, MI 48315

Customer ID	Purchase Order No.	G2 Project No.	
AEW001	AEW No. 0160-0435	210483	
Payment Terms	Due Date	Ship Date	Shipping Method
Net 30 Days	October 30, 2021		

Quantity	Description	Unit Price	Amount
6.75	Engineering Technician, Regular Hours, each	62.00	418.50
2.00	Engineering Technician, Regular Hours - Cylinder Pick-Up on 9/11/21 and 9/28/21, each	62.00	124.00
1.00	Project Manager, per hour	150.00	150.00
0.50	Administrative Assistant, per hour	52.00	26.00
12.00	Compressive Strength Test Cylinders, each	15.00	180.00
	2021 Grosse Pointe Woods Streets, Grosse Pointe Woods, Michigan - Quality Control Observation and Testing Services on 9/10/21 through 9/27/21		
	Client Contact: Brad Smith		

Total Invoice Amount \$ 898.50

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

Make all checks payable to: G2 Consulting Group, LLC.



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
www.aewinc.com p(586)726-1234

INVOICE

PAID

NOV 29 2021

November 9, 2021

Project No: 0180-0445-0

Invoice No: 0134212

CITY OF GROSSE POINTE WOODS

ACCOUNT'S PAYABLE

20025 MACK AVENUE

GROSSE POINTE WOODS, MI 48236-2397

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Project 0180-0445-0 2021-2022 GENERAL ENGINEERING

PURCHASE ORDER #21-46530 - \$15,000.00

FOR: GENERAL ENGINEERING, PROJECT STATUS AND UPDATES

Professional Services from September 27, 2021 to October 24, 2021

Professional Personnel

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER	2.50	108.20	270.50
Totals	2.50		270.50
Total Labor			270.50
Billing Limits	Current	Prior	To-Date
Total Billings	270.50	1,352.50	1,623.00
Limit			15,000.00
Remaining			13,377.00
Total this Invoice			\$270.50

Outstanding Invoices

Number	Date	Balance
0133908	10/22/2021	1,352.50
Total		1,352.50

PAID 11/10/21

PO 21-46530

#101-441-818.000 \$90.16

#101-444-818.000 \$90.17

#592-537-818.000 \$90.17

OK - J.Y.

SM 11/18/21

BSM 11/22/21



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

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November 9, 2021

Project No: 0100-0440-0

Invoice No: 0194214

CITY OF GROSSE POINTE WOODS

ACCOUNTS PAYABLE

20025 MACK AVENUE

GROSSE POINTE WOODS, MI 48236-2397

CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

Project 0100-0440-0

2021 SEWER REHAB. BY FCIPP

PURCHASE ORDER #21-46701

Professional Services from August 2, 2021 to October 24, 2021

Fee

Construction Cost	209,423.50
Fee Percentage	8.00
Total Fee	16,753.88

Percent Complete	100.00	Total Earned	16,753.88
		Previous Fee Billing	8,376.94
		Current Fee Billing	8,376.94
		Total Fee	8,376.94

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVATION			
ENGINEERING AIDE II	44.70	65.10	2,909.97
Totals	44.70		2,909.97
Total Labor			2,909.97
		Total this Invoice	\$11,286.91

PC21-46701

#592-537-976.001

OK - J.K.

SM 11/16/21

BGM 11/22/21

2021 Sewer Rehabilitation by FCIPP
 AEW Project No. 0160-0440
 Summary of Time Spent for Design, Specification, Bidding
 and Subconsultant Fees

Name	Hours	Description
ANDERSON, KEVIN	2.5	Contract document preparation
ANKAWI, MICHELLE	3	Admin
BICKHAM, BRENDA	4	Admin
DUBAY, GAIL	0.4	Admin
KAFERLE, KATHLEEN	1.8	Admin
LEIBEKER, RONDA	2.2	Admin
LOCKWOOD, SCOTT	12.8	Project Oversight, coordination
MARCUS, PATRICK	17.5	Contract document preparation
MARTINDALE, DEAN	3.5	GIS
MILLER, JEFFREY	1.5	GIS
MILLER, THOMAS	1	Admin
SVOBODA, JOSEPH	8	GIS
VARICALLI, FRANK	30.5	Project Oversight, coordination
WILBERDING, ROSS	0.5	Contract document preparation
	89.2	

SUBCONSULTANTS

Amount	Description
0	



McKENNA RECEIVED

HEADQUARTERS
235 East Main Street
Suite 102
Northville, Michigan 48167

0 250 596 0970
F 248 345 0930
MCKENNA.COM

NOV 29 2021

NOV 08 2021

Mr. Bruce Smith
City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

November 8, 2021

Invoice No: 21849 - 45

Project 21849 Grosse Pointe Woods Building Services

Professional Services from October 1, 2021 to October 31, 2021

Monthly Retainer

Conduct Plumbing and Mechanical Inspections as directed by the City.

- 1 10/5/21 855 Hollywood Ave PP210142
- 2 10/5/21 2072 Vernier Rd PM210238
- 3 10/5/21 1601 Roslyn Rd PM210250
- 4 10/5/21 20871 Mack Ave PM210155
- 5 10/5/21 1313 Hawthorne Rd PM210299
- 6 10/5/21 19329 Mack Ave PP210160
- 7 10/5/21 855 Hollywood Ave PM210211
- 8 10/7/21 1131 Anita Ave PM210305
- 9 10/7/21 2151 Beaufait Dr PP210165
- 10 10/7/21 1565 Fairholme Rd PP210171
- 11 10/7/21 926 Hampton Rd PM210301
- 12 10/7/21 19251 Mack Ave PM210287
- 13 10/7/21 1710 Newcastle Rd PM210296
- 14 10/7/21 1645 Prestwick Rd PM210295
- 15 10/7/21 1428 Renaud Rd S PP210177
- 16 10/7/21 1428 Renaud Rd S PM210259
- 17 10/12/21 1565 Fairholme Rd PP210171
- 18 10/12/21 1174 Anita Ave PM210289
- 19 10/12/21 979 Briarcliff Dr PP210174
- 20 10/12/21 1190 Paget Ct PM210281

Project	21849	Grosse Pointe Woods Building Services	Invoice	45
21	10/12/21	1930 Lenox St PP210176		
22	10/12/21	665 Peachtree Ln PP210033		
23	10/12/21	19258 Linville St PM210251		
24	10/12/21	2016 Huntington Blvd PM210291		
25	10/14/21	1594 Anita Ave PM210306		
26	10/14/21	1269 Anita Ave PP210050		
27	10/14/21	1269 Anita Ave PM210005		
28	10/14/21	1499 Renaud Rd N PM210288		
29	10/14/21	20065 Mack Ave PM210162		
30	10/14/21	821 Canterbury Rd PM210059		
31	10/14/21	821 Canterbury Rd PP210059		
32	10/14/21	1714 Bournemouth Rd PP210181		
33	10/14/21	20871 Mack Ave PM210155		
34	10/14/21	20871 Mack Ave PM210157		
35	10/14/21	563 Thorntree Rd PP210156		
36	10/14/21	1565 Fairholme Rd PP210171		
37	10/14/21	642 Brys Dr S PP210170		
38	10/19/21	1451 Renaud Rd S PM210318		
39	10/19/21	1961 Severn Rd PP210183		
40	10/19/21	1461 Brys Dr PM210126		
41	10/19/21	1461 Brys Dr PP210098		
42	10/19/21	1898 Hunt Club Dr PP210185		
43	10/19/21	580 Brys Dr N PM210201		
44	10/19/21	19329 Mack Ave PP210160		
45	10/19/21	20735 Marter Rd PP210187		
46	10/19/21	19759 Holiday Rd PM210294		
47	10/19/21	1565 Fairholme Rd PP210171		
48	10/21/21	808 Shoreham Rd PM210298		
49	10/21/21	1501 Dorthen St PM210274		
50	10/21/21	2151 Beaufault Dr PP210165		
51	10/21/21	19583 Mack Ave PP210186		
52	10/21/21	1269 Anita Ave PP210050		

Project	21049	Grove Pointe Woods Building Services	Invoice	45
53	10/21/21	552 Woods Ln PM210108		
54	10/21/21	979 Bifardoff Dr PP210174		
55	10/21/21	1565 Fairholme Rd PP210171		
56	10/21/21	548 Brys Dr N PP210157		
57	10/21/21	548 Brys Dr N PM200294		
58	10/21/21	1898 Hunt Club Dr PP210185		
59	10/26/21	1425 Hawthorne Rd PM210271		
60	10/26/21	19307 Mack Ave PP210180		
61	10/26/21	1714 Bournemouth Rd PP210181		
62	10/26/21	1697 Hampton Rd PM210292		
63	10/26/21	1082 Roslyn Rd PP210175		
64	10/26/21	1712 Roslyn Rd PP210178		
65	10/26/21	19866 Ida Ln E PM210320		
66	10/26/21	550 Glen Arbor Ln PP210173		
67	10/28/21	21325 Goethe St PP210190		
68	10/28/21	974 Renaud Rd N PP210194		
69	10/28/21	20065 Mack Ave PM210162		
70	10/28/21	550 Glen Arbor Ln PM210302		
71	10/28/21	1575 Fairholme Rd PM210303		
72	10/28/21	38 River Lane PM210317		
73	10/28/21	38 River Lane PM210324		
74	10/28/21	1691 Newcastle Rd PM210332		
Total			1,500.00	\$1,500.00
INSPECTIONS OVER 30 PER MONTH				
Inspection Services - Per Inspection				
Subtotal			44.0 inspection @ 55.00	2,420.00
				\$2,420.00
Outstanding Invoices			Invoice Total	<u>\$3,920.00</u>
Number			Date	Balance
44			10/20/2021	2,160.00
Total				\$2,160.00

PO# 21-46563
101-180-818,000
11-22-2021

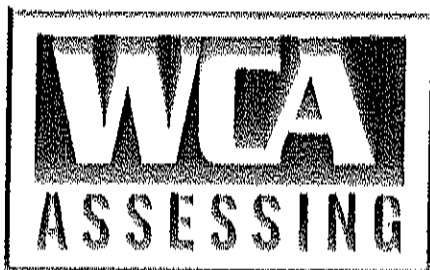
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[Signature]
11/22/21

Sm 11/22/2021

THANK YOU. Please remit to above address and indicate project number on voucher.

Email: cbehrens@gpwmil.us



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NOV 29 2021
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

November 16, 2021

Invoice 11162021

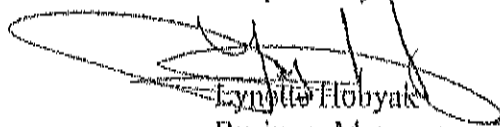
City of Grosse Pointe Woods
Accounts Payable
20025 Mack
Grosse Pointe Woods, MI 48236

RE: December 2021 Services

For contract assessing services rendered:
Contract Fee (\$78,102 ÷ 12)..... \$ 6,508.50

TOTAL AMOUNT DUE \$ 6,508.50

Respectfully submitted,

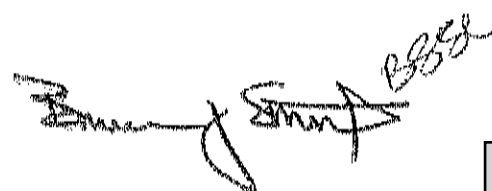

Lynette Floryak
Business Manager

38110 N. Executive Drive, Suite 100
Westland, MI 48185

734-595-7727 Office
734-595-7736 Fax

101224818.00

SM 11/17/21

 BBS

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ATTORNEYS AT LAW
City and County of Detroit

RECEIVED

313-985-7900

ONE WOODWARD AVENUE, SUITE 2400
DETROIT, MICHIGAN 48226-5485

FILE # 38-189022-1

NOV 29 2021

NOV 24 2021

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENTCITY OF GROSSE POINTE WOODS
ATTN: BRUCE J SMITH
CITY ADMINISTRATOR
20025 MACK PLAZA
GROSSE POINTE WOODS, MI 48236NOVEMBER 2, 2021
FILE # 4297.005841
INVOICE # 516935

REGARDING: AT&T CELL TOWER RENEWAL - 5TH AM

FOR PROFESSIONAL SERVICES RENDERED

10/04/21 MJW REVIEW STATUS OF NEGOTIATIONS AND URGE AT&T TO ACCEPT OCTOBER 1, 2021 RENEWAL DATE ASAP; PROVIDE CITY ATTORNEY AN UPDATE FOR COUNCIL	1.30
10/05/21 MJW FURTHER DISCUSSION WITH CITY ATTORNEY AND MANAGER REGARDING AT&T TOWER AND INTENDED COURSE OF ACTION; FORWARD HISTORICAL DOCS TO CITY ATTORNEY PER REQUEST	.80
10/06/21 MJW GO THRU FILE TO SHARE KEY DOCS WITH CLIENTS AND PREPARE TERMINATION NOTICE LETTER	3.50
10/07/21 MJW CONTINUE FILE REVIEW AND FORWARD FURTHER DOCS TO CITY ATTORNEY AND CLIENTS AND DISCUSS STATUS WITH CLIENTS INCLUDING AUTHORITY TO SEND TERMINATION NOTICE LETTER ; SEND LETTER TO NOTICED AT&T ADDRESSES AS WELL AS B&V AND 2 LEGAL COUNSEL CONTACTS IN MICHIGAN AND CHICAGO; PHONE CALLS FROM AT&T LEGAL COUNSEL AND CONVEY BRIEF SUMMARY OF THOSE CALLS TO CLIENTS AND CITY ATTORNEY	2.00
10/08/21 MJW RECEIPT AND REVIEW AT&T REPLY E-MAIL TO OUR NOTICE OF LICENSE TERMINATION; PREPARE PROPOSED RESPONSE AND SHARE WITH CLIENTS; MULTIPLE CLIENT AND AT&T ATTORNEY CALLS REGARDING SAME	2.00
10/11/21 MJW PREPARE DETAILED SUMMARY OF RECENT DEVELOPMENTS FOR COUNCIL; FOLLOW UP WITH AT&T	3.00
10/12/21 MJW FOLLOW UP WITH AT&T AND B&V REGARDING PLAN FOR FURTHER NEGOTIATIONS	.30
10/12/21 MJW REVIEW CLIENT E-MAILS REGARDING COUNCIL SUMMARY; PREPARE MUCH SHORTER SUMMARY AND FORWARD TO CLIENT GROUP	1.00
10/22/21 MJW RECEIPT OF CLIENT CONFIRMATION OF EXECUTION BONUS DRAFT AND AT&T REQUEST FOR CONFIRMATION REGARDING SAME; SEND CONFIRMATION TO AT&T	.20

KITCH DRUTCHAS WAGNER VALITUTTI & SHERBROOK

A PROFESSIONAL CORPORATION
Attorneys and Counselors

ONE WOODWARD AVENUE, SUITE 2400
DETROIT, MICHIGAN 48226-5435

313-965-7900

Section 5, Item D.

IRG # 30-1340224

CITY OF GROSSE POINTE WOODS
FILE NUMBER: 4297.005841
INVOICE NO.: 516935

Nov 2, 2021

PAGE 2

10/25/21 MJW PREPARE AND SEND DETAILED E-MAIL TO AT&T AND B&V AND THEIR COUNSEL AND CC TO CITY CLIENTS AND COUNSEL REGARDING MOVING FORWARD ON FINALIZING LICENSE RENEWAL PLUS A COUPLE POTENTIAL MODIFICATIONS; ATTACH CURRENT DRAFT AS WELL AS HISTORICAL ADDENDUM AND AMENDMENTS; SEEK INPUT FROM CLIENTS REGARDING COUNCIL MEETING REQUIREMENTS IN ORDER TO MEET DEC 8 APPROVAL DATE	3.00
10/27/21 MJW LONG CALL WITH AT&T COUNSEL REGARDING RENEWAL AGREEMENT AND TITLE TO TOWER; DISCUSSION WITH CLIENT REGARDING DUE DATES FOR RENEWAL AGREEMENT REVIEW AND APPROVAL BY COUNCIL BY DEC 8; DRAFT E-MAIL FOR CLIENTS AND AT&T AND B&V WITH SUGGESTED DATES	1.50
10/29/21 MJW REVIEW FINAL DRAFTS OF LICENSE RENEWAL; RAISE ISSUES WITH AT&T AND B&V	1.00

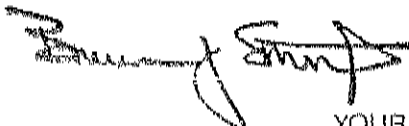
TOTAL HOURLY CHARGES \$5,880.00

-----RECAP-----			
TIMEKEEPER	RATE	HOURS	AMOUNT
MICHAEL J WATZA	300.00	19.60	5,880.00
TOTALS		19.60	5,880.00

DISBURSEMENTS		AMOUNT
DATE	DESCRIPTION	
	EXPRESS MAIL	177.82
TOTAL DISBURSEMENTS		\$177.82
CURRENT AMOUNT DUE		\$6,057.82
TOTAL AMOUNT DUE		\$6,057.82

101210812.000

Sm 11/22/2024



YOUR FILE WILL BE DESTROYED 2 YEARS AFTER CLOSING

McGraw Morris P.C.

GRAND RAPIDS

TROY

SAGINAW

THOMAS J. MCGRAW
G. GUS MORRIS
CRAIG R. NOLAND
STACY J. BELISLE
KEVIN K. KILBY
CHRISTOPHER J. RAITI
CHARLES E. LOVELL
AMANDA M. ZDARSKY
THOMAS D. LANDA
ERIC C. TURNBULL

RECEIVED

NOV 29 2021

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT November 11, 2021

2075 W. BIG BEAVER ROAD
SUITE 750
TROY, MICHIGAN 48064
TELEPHONE: (248) 502-4000
FACSIMILE: (248) 502-4001

GLENN A. DIEGEL
OF COUNSEL

ATTN: BRUCE SMITH
CITY OF GROSSE POINTE WOODS
20025 MACK PLAZA
GROSSE PTE. WOODS, MI 48236

RE: STATEMENT 8343 - LEGAL SERVICES FOR CITY OF GROSSE POINTE WOODS

Balance prior Invoice:	PA 11/10/21	\$1,505.00
Payment Received :		<u>- 0.00</u>

Balance remaining:	\$1,505.00
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STACY J. BELISLE:	1.70 Hours x \$175/hr =	<u>\$ 297.50</u>
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BALANCE DUE:	\$1,802.50
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FINAL BALANCE DUE:	\$1,802.50 297.50
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101210801.000

SM 11/12/21

[Signature] 11/22/21

KELLER THOMA
 A PROFESSIONAL CORPORATION

RECEIVED
NOV 29 2021
 COUNSELORS AT LAW
 26535 EVERGREEN
 SUITE 530
 SOUTHFIELD, MICHIGAN 48076
 (313) 965.7610
 CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT
 FAX 313.965.4480
www.kellerthoma.com

FEDERAL ID: 38-1998878

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48238

Attention: Bruce Smith, City Manager

November 01, 2021

Client: 000896

Matter: 000000

Invoice #: 121178

Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through October 31, 2021

DATE	ATTY	DESCRIPTION	HOURS
9/30/2021	GSR	Correspondence regarding overtime grievance arbitration.	0.25
10/4/2021	TLF	Attention to receipt and review of correspondence from the Mayor regarding response to inquiry regarding employee; review of employee file; telephone call and correspondence to the Mayor regarding the employee matter.	0.75
10/9/2021	GSR	Attention to review of arbitrator's award regarding employee matter; correspondence to City Administrator and Mr. Kosanke regarding the same.	0.50
Total Services			\$262.50

ATTORNEY	HOURS	RATE	AMOUNT
TLF THOMAS L. FLEURY	0.75	\$175.00	\$131.25
GSR GOURI SASHITAL	0.75	\$175.00	\$131.25

10/21/2021 10.000

B. Smith 11/25/21

SM 11/12/21

KELLER THOMA
A PROFESSIONAL CORPORATION

Section 5, Item D.

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

November 01, 2021
Client: 000898
Matter: 000000
Invoice #: 121176

Attention: Bruce Smith, City Manager

Page: 2

RE: GENERAL MATTERS

Total Amount Due

\$262.60

RECEIVED

NOV 29 2021

CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

November 11, 2021

City of Grosse Pointe Woods
 Attn: Bruce Smith, City Administrator
 20025 Mack Plaza
 Grosse Pointe Woods, MI 48236

Invoice # 1076433

In Reference To: General Counsel

Professional Services Rendered Through October 31, 2021

			<u>Hrs/Rate</u>	<u>Amount</u>
	<u>City Council</u>			
10/4/2021	LAA	Review agenda packet in preparation for Council meeting	1.10 \$155.00/hr	170.50
	LAA	Travel to attend Council meeting and Election Commission meeting	0.90 \$155.00/hr	139.50
	LAA	Attend City Council meeting	0.70 \$155.00/hr	108.50
10/13/2021	LAA	Preparation of letter to Council for Committee of the Whole meeting regarding Cell Tower Lease Agreement	1.80 \$155.00/hr	279.00
10/18/2021	LAA	Receipt/review of materials and information in preparation for Council and Committee of the Whole meetings	1.80 \$155.00/hr	279.00
	LAA	Travel to City Hall for City Council and Committee of the Whole meeting	0.90 \$155.00/hr	139.50
	LAA	Attend City Council meeting	0.80 \$155.00/hr	124.00

General Counsel

		<u>Hrs/Rate</u>	<u>Amount</u>
10/18/2021	LAA Attend Committee of the Whole meeting	1.50 \$155.00/hr	232.50
	LAA Return travel from Council and Committee of the Whole meetings	0.90 \$155.00/hr	No Charge
	SUBTOTAL:	[10.40	[1,472.50]
<u>General Administration</u>			
10/1/2021	LAA Receipt/review correspondence regarding inspection of Freud Pump Station; Correspondence with City Clerk and Attorney Landa regarding same	0.40 \$155.00/hr	62.00
	LAA Telephone conference and email correspondence with Clerk and Building Inspector regarding resident sign complaint	0.50 \$155.00/hr	77.50
	LAA Telephone conference with Attorney Diemer regarding issues related to renewal of insurance coverage; Receipt/review correspondence from B. Bucko regarding excess insurance coverage; Receipt/review excess liability binder	0.90 \$155.00/hr	139.50
10/4/2021	LAA Election Commission: Review agenda packet and voter list in preparation for Commission meeting	0.50 \$155.00/hr	77.50
	LAA Election Commission: Attend Election Commission meeting	0.20 \$155.00/hr	31.00
	LAA Return travel from meetings	0.90 \$155.00/hr	No Charge
	LAA Receipt/review correspondence from S. Como regarding ballot proposal	0.30 \$155.00/hr	46.50
	LAA Telephone conference and email correspondence with Attorney Watza regarding status of AT&T cell tower license renewal; Receipt/review Amendment to	0.90 \$155.00/hr	139.50

General Counsel

			<u>Hrs/Rate</u>	<u>Amount</u>
		License Agreement		
10/5/2021	LAA	Multiple correspondence with Attorney Watza regarding AT&T License Agreement; Receipt/review documents related to same	1.70 \$155.00/hr	263.50
	LAA	Receipt/review of draft meeting minutes from Election Commission	0.30 \$155.00/hr	46.50
10/6/2021	LAA	Correspondence to Clerk regarding floodplain management ordinance	0.20 \$155.00/hr	31.00
	LAA	Correspondence to Attorney Watza regarding Cell Tower License Agreement; Receipt/review notice of expiration and termination of License Agreement; Correspondence with City Administrator and Assistant City Administrator regarding same	0.90 \$155.00/hr	139.50
	LAA	Review of audit response	0.50 \$155.00/hr	77.50
10/7/2021	LAA	Correspondence to City Administrator's office regarding Gro-Town Agreement	0.50 \$155.00/hr	77.50
	LAA	Correspondence to City Clerk regarding certified amendment of floodplain management ordinance; Correspondence to EGLE flood insurance coordinator regarding same	0.90 \$155.00/hr	139.50
	LAA	Telephone conference and email correspondence with Director of Public Services regarding PowerDMS agreement; Telephone conference and email correspondence with PowerDMS representative regarding contract terms	0.80 \$155.00/hr	124.00
	LAA	Multiple correspondence with Attorney Watza, City Administrator, and Acting City Administration regarding license renewal for use of cell tower	0.90 \$155.00/hr	139.50
	LAA	Receipt of annual permit package for Wayne County	0.20 \$155.00/hr	31.00

General Counsel

			<u>Hrs/Rate</u>	<u>Amount</u>
10/7/2021	LAA	Review Director of Public Services letter regarding salt burn use by school district; Review meeting minutes regarding terms of the Agreement; Prepare License Agreement regarding same	2.60 \$155.00/hr	403.00
10/8/2021	LAA	Continued correspondence with PowerDMS representative regarding contract terms	0.50 \$155.00/hr	77.50
	LAA	Receipt/review correspondence from McGraw Morris firm regarding flood claims	0.30 \$155.00/hr	46.50
	LAA	Receipt/review correspondence from Clerk regarding proposed salt burn agreement for storage of road salt	0.20 \$155.00/hr	31.00
	LAA	Multiple telephone conferences and email correspondence with Attorney Walza, City Administrator, and Acting City Administrator regarding cell provider response to notice of license termination	1.50 \$155.00/hr	232.50
	LAA	Receipt/review correspondence from Director of Public Service regarding body camera policy for park rangers	0.20 \$155.00/hr	31.00
10/11/2021	LAA	Receipt/review of body worn recording device policy for Parks and Recreation; Review body cam policy for Public Safety Department and compare the two policies; Review Body-Worn Camera Privacy Act and Crime Victim's Rights Act for regulations pertaining to body worn cameras; Review and revise Parks and Recreation Policy; Correspondence with Director of Public Works regarding same	2.80 \$155.00/hr	434.00
	LAA	Receipt/review of City Code for regulations pertaining to the Senior Citizen Commission; Review Commission Bylaws; Prepare ordinance amendment modifying the number of Commission members; Correspondence with Mayor and City Administrator regarding same	1.10 \$155.00/hr	170.50

General Counsel

			<u>Hrs/Rate</u>	<u>Amount</u>
10/11/2021	LAA	Receipt/review correspondence from PowerDMS regarding contract for services; Revise contract in follow-up; Correspondence with Director of Public Services and PowerDMS regarding same	1.00 \$155.00/hr	155.00
	LAA	Receipt/review correspondence from Clerk regarding proposed polling relocations	0.30 \$155.00/hr	46.50
	LAA	Correspondence to Director of Public Services regarding License Agreement for use of the salt barn; Continued preparation of License Agreement for use of the salt barn by public school system	1.10 \$155.00/hr	170.50
	LAA	Multiple correspondence with Attorney Watza regarding license renewal for City Hall cell tower	0.90 \$155.00/hr	139.50
10/12/2021	LAA	Correspondence to Director of Public Works regarding revisions to the Parks and Recreation body worn recording device policy; Continued revision of policy	0.70 \$155.00/hr	108.50
	LAA	Correspondence with City Clerk regarding election issues	0.20 \$155.00/hr	31.00
	LAA	Continued review of correspondence related to Cell Tower License Agreement; Receipt/review multiple emails from Attorney Watza regarding same; Telephone conference with City Administrator and City Clerk regarding materials for Committee of the Whole Agreement	1.90 \$155.00/hr	294.50
10/13/2021	LAA	Correspondence to Building Inspector and Attorney Tomlinson regarding resident issue related to enforcement action	0.50 \$155.00/hr	77.50
	LAA	Correspondence to Attorney Watza regarding cell tower license renewal	0.50 \$155.00/hr	77.50
10/15/2021	LAA	Receipt/review correspondence from Clerk and Attorney Landa regarding Freud Pump Station inspection	0.30 \$155.00/hr	46.50

			<u>Hrs/Rate</u>	<u>Amount</u>
10/18/2021	LAA	Correspondence to Attorney Tomlinson regarding solar ordinance amendment	0.20 \$155.00/hr	31.00
	LAA	Correspondence to Attorney Tomlinson regarding application to set aside conviction	0.10 \$155.00/hr	15.50
10/19/2021	LAA	Telephone conference with Building Official regarding liquor license regulations	0.20 \$155.00/hr	31.00
	LAA	Correspondence to Treasurer regarding billing issue; Review statutes and ordinances pertaining to same	0.90 \$155.00/hr	139.50
10/20/2021	LAA	Receipt/review of annual Wayne County permits; Correspondence with Public Services Department regarding same	0.50 \$155.00/hr	77.50
10/21/2021	LAA	Telephone conference with Building Official regarding proposed tasting room; Review City ordinances related to liquor regulations; Research the Michigan Liquor Control Code, administrative rules and written policies regarding microbrewery and tasting room regulations and licensing requirements	1.80 \$155.00/hr	279.00
	LAA	Receipt/review correspondence from developer regarding medical marijuana provisioning center; Telephone conference with Building Official regarding same; Review relevant statutes; Review City ordinances to determine status of ordinances related to medical marijuana facilities; Correspondence with developer regarding same	1.40 \$155.00/hr	217.00
	LAA	Correspondence to Attorney Landa regarding receipt of Wayne County Circuit Court Complaint; Review court docket regarding same	0.40 \$155.00/hr	62.00
10/22/2021	LAA	Receipt/review of Employee Handbook and other information pertaining to City hiring practices to determine requirements for posting open positions; Review statutes related to filling City offices; Review Charter and City ordinances related to administrative	1.50 \$155.00/hr	232.50

General Counsel

			<u>Hrs/Rate</u>	<u>Amount</u>
		services; Correspondence to City Administrator regarding same		
10/25/2021	LAA	Telephone conference with Building Official regarding proposed tasting room	0.20 \$155.00/hr	31.00
	LAA	Receipt/review correspondence from City Administrator regarding appraisal for City parking lot	0.20 \$155.00/hr	31.00
10/26/2021	LAA	Travel to City for Election Commission meeting	0.90 \$155.00/hr	139.50
	LAA	Attend Election Commission meeting	0.60 \$155.00/hr	93.00
	LAA	Return travel from City	0.90 \$155.00/hr	No Charge
	LAA	Meeting with City Administrator regarding appraisal of the City parking lot	0.40 \$155.00/hr	62.00
10/27/2021	LAA	Receipt/review correspondence from City Administrator regarding insurance coverage; Review insurance documents and compare to previous year's coverage	0.90 \$155.00/hr	139.50
	LAA	Receipt/review of Election Commission minutes	0.20 \$155.00/hr	31.00
	LAA	Receipt/review correspondence from Attorney Watza regarding License Agreement for City Hall cell tower	0.30 \$155.00/hr	46.50
	LAA	Receipt/review correspondence from Clerk and Director of Public Services regarding License Agreement for use of salt barn	0.40 \$155.00/hr	62.00
	LAA	Review of issues pertaining to on premise liquor license application process	1.10 \$155.00/hr	170.50
10/28/2021	LAA	Receipt/review of school district revisions to license agreement for use of salt barn; Continued revision of Agreement; Correspondence with Office of Public	0.40 \$155.00/hr	62.00

General Counsel

			<u>Hrs/Rate</u>	<u>Amount</u>
		Services regarding same		
10/28/2021	LAA	Correspondence to City Administrator and Treasurer regarding employment agreements for City Administrator, Director of Public Services and Assistant City Administrator and respective benefit packages	0.30 \$155.00/hr	46.50
	LAA	Telephone conference with Clerk regarding liquor license application process; Continue review of issues pertaining to application	1.30 \$155.00/hr	201.50
10/29/2021	LAA	Preparation of employment contract for City Administrator	1.00 \$155.00/hr	155.00
	LAA	Preparation of offer of employment for Director of Public Services	0.90 \$155.00/hr	139.50
	LAA	Receipt/review correspondence from City Administrator regarding benefit package; Prepare offer of employment for position of Assistant City Administrator	0.90 \$155.00/hr	139.50
	LAA	Review of City Code and Charter regarding City Administrator position and Administrative Services; Prepare ordinance for office of Assistant City Administrator	0.90 \$155.00/hr	139.50
	LAA	Receipt/review correspondence from Tokio Marine, City Treasurer and Neptune Commercial Flood regarding payment of insurance policy	0.30 \$155.00/hr	46.50
		SUBTOTAL:	[47.20	7,037.00]
		<u>Michigan Tax Tribunal</u>		
10/1/2021	SSM	Welltower (20-001399) - Receipt/review of Response to Motion to Compel and discovery responses; Correspondence regarding same	0.40 \$145.00/hr	58.00

			<u>Hrs/Rate</u>	<u>Amount</u>
10/1/2021	SSM	Welltower (21-001759) - Receipt/review of discovery responses; Analysis regarding same; Correspondence regarding same	0.40 \$145.00/hr	\$58.00
10/4/2021	SSM	Cook Road 2017: Telephone conference with opposing counsel; Memo to opposing counsel requesting inspection dates; Note to file regarding same	0.50 \$145.00/hr	72.50
	SSM	Welltower 21-001759: Receipt/review of signed responses; Correspondence regarding same	0.30 \$145.00/hr	43.50
10/5/2021	SSM	Cook Road 2017: Receipt/review of memo from Petitioner's attorney regarding inspection dates; Respond to same; Note to file	0.30 \$145.00/hr	43.50
10/6/2021	SSM	Cook Road 2017: memos to and from opposing counsel; Memos to and from Appraiser regarding inspection; Note to file	0.30 \$145.00/hr	43.50
10/11/2021	SSM	Cook Road 2017: Receipt/review of memo from opposing counsel; Response to same	0.10 \$145.00/hr	14.50
10/13/2021	SSM	Cook Road 2017: Review of file in preparation for and attend site inspection	3.90 \$145.00/hr	565.50
	SSM	Welltower 20-001399: Receipt/review of proposed Motion to Adjourn Dates; Telephone conference with Petitioner's representative regarding abeyance of 2021 matters pending determination of 2020 matter	0.80 \$145.00/hr	116.00
	SSM	Cook Road 2017: Correspondence to client regarding discovery responses; Note to file regarding same	0.30 \$145.00/hr	43.50
10/14/2021	SSM	Cook Road 2017: Review of file regarding documents provided to Appraiser; Memos to and from Appraiser regarding same	0.40 \$145.00/hr	58.00
	SSM	TCF: Review of file regarding discovery status; Correspondence to Petitioner's representative; Note to file regarding same	0.30 \$145.00/hr	43.50

			<u>Hrs/Rate</u>	<u>Amount</u>
10/15/2021	SSM	Cook Road 2017: Receipt/review of memo from Appraiser; Review spreadsheets provided by Petitioner; Memo to Appraiser	0.70 \$145.00/hr	101.50
	SSM	TCF Bank: Receipt/review of correspondence from Petitioner's representative regarding withdrawal; memo to Assessor regarding same; Note to file	0.30 \$145.00/hr	43.50
10/19/2021	SSM	Cook Road 2017: Receipt/review of memos (x3) from Petitioner's attorney and respond to same (x3); Review file; Note to file	0.50 \$145.00/hr	72.50
10/21/2021	SSM	Cook Road 2017: Receipt/review of Order; Correspondence regarding same	0.30 \$145.00/hr	43.50
	SSM	Lochmoor: Receipt/review of Order; Correspondence regarding same	0.30 \$145.00/hr	43.50
10/27/2021	SSM	Welltower 20-001399: Analysis regarding discovery responses; Review for completeness; Memo to Assessor regarding same; Note to file	0.40 \$145.00/hr	58.00
	SSM	Welltower 20-001399: Receipt/review of memo from the Assessor; Memo to the Appraiser regarding documents; Note to file regarding same	0.20 \$145.00/hr	29.00
10/28/2021	SSM	Welltower 20-001399: Telephone conference with opposing counsel regarding case status	0.30 \$145.00/hr	43.50
	SSM	TCF Bank: Review of file regarding status of dismissal; Review online docket to determine if Motion to Withdraw was filed; Note to file regarding same	0.30 \$145.00/hr	43.50
10/29/2021	SSM	TCF Bank: Receipt/review of Notice of Filing Motion to Withdraw Appeal; Correspondence regarding same	0.30 \$145.00/hr	43.50
	SUBTOTAL:		[11.60	1,682.00]
	For professional services rendered		69.20	\$10,191.50

General Counsel

Page 11

		<u>Amount</u>
Previous balance	Paid 11-10-21	\$10,462.60
Balance due	10,191.50	<u>\$20,654.10</u>

Please include your Invoice Number on your payment. Thank you.

Attorney Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>
Lisa A. Anderson, Shareholder	54.90	155.00
Stephanie Simon-Morita, Associate	11.60	145.00

101210801.000 \$ 8509.50
 101210801.300 \$ 1682.00
\$ 10191.50

SM 11/12/2021

[Signature]
 11/22/21

**CITY OF GROSSE POINTE WOODS****Office of the Treasurer/Comptroller****Memorandum****RECEIVED****NOV 29 2021****CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT**

DATE: November 26, 2021

TO: Mayor Bryant and City Council

SUBJECT: Contribution to Retiree Healthcare Trust Fund

I am requesting approval to transfer \$200,000 to the Retiree Health Care Trust Fund held at Charles Schwab for payment toward Other Post-Employment Benefits (OPEB). This is a budgeted item in fiscal year 2021-2022, from account 101-299-999.736. These funds will be restricted for the payment of retiree healthcare expenses.

Thank you.

Shawn Murphy
Treasurer/Comptroller


CITY OF GROSSE POINTE WOODS

Office of the City Clerk

Memorandum

DATE: November 22, 2021

TO: Mayor and City Council

FROM: Lisa Hathaway, City Clerk 

SUBJECT: Rules of Order and Procedure for the Common Council

The City Council on November 8, 2021, and again on November 15, 2021, updated and made considerable changes to the Rules of Order and Procedure for the Common Council including the incorporation of a Consent Agenda into the City's agenda process. As a result of a follow-up discussion with Mayor Bryant, the following changes are also recommended:

1. Item No. 2 - Remove *Presentation* from the Consent Agenda and insert after Acceptance of the Agenda;
2. Item No. 2 - Remove *Ordinance* from the Consent Agenda and insert after Communications;
3. Item No. 25 – Revised to clarify processing matters to be addressed by City Council.

The proposed revised Rules of Order are attached for Council consideration.

City of Grosse Pointe Woods

Rules of Order and Procedure for the Common Council

Adopted by City Council 11/08/21, amended 11/15/21

1. The Mayor, or in his/her absence or direction the Mayor Pro Tem, shall at the fixed time take the Chair for the convening of the City Council to order. Upon the appearance of a quorum, the Council shall be in session. In the event that both the Mayor and the Mayor Pro Tem are absent from a meeting, the Council Member having served the longest uninterrupted term of office as a Council Member shall take the Chair for the purpose of convening the Council to order.
2. The business of all regular meetings shall be transacted, so far as possible, in the following order:
 - Call to Order
 - Roll Call
 - Pledge of Allegiance
 - Recognition of Commission Members
 - Consent Agenda:
 - ~~A.~~ Presentation
 - ~~B.~~ A. Appointment
 - ~~C.~~ B. Approval of Minutes
 - ~~D.~~ C. Monthly Financial Report
 - ~~E.~~ D. Bids/Proposals/Contracts
 - ~~F.~~ E. Proclamation
 - ~~G.~~ F. Resolution
 - ~~H.~~ Ordinance
 - ~~I.~~ G. Claims and Accounts
 - Acceptance of the Agenda
 - Presentation
 - Zoning Board of Appeals
 - Public Hearing
 - Communications
 - Ordinance
 - New Business/Public Comment
 - Closed Executive Session
 - Adjourn
3. The policy for items permitted to be included in the Consent Agenda are listed above. All items listed under Consent Agenda are considered routine by the Council and will be enacted by one motion and second. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the consent agenda and considered. One member may request that an item be removed and no second is required.
4. The Presiding Officer shall preserve order and decorum and shall give preference to other members. The Presiding Officer shall decide questions of order subject to appeal to the City Council, which appeal must be duly moved and seconded, and sustained by a majority vote of the Council present.
5. Before any member of the Council, officers, or persons in the audience may address the Council, permission to do so must be obtained from the Presiding Officer; and provided that any person having the floor shall not be interrupted unless ruled out of order by the Presiding Officer.
6. All petitions and communications shall be properly signed and filed with the Clerk.
7. All reports to the Council shall be in writing, except such as may be made orally at the request of the Council.
8. The Clerk shall prepare an agenda of all matters which will be considered at each meeting, which agenda shall be distributed among the Mayor and Council Members at least forty-eight (48) hours prior to the time of holding the

meeting. Any matter not on the agenda shall not be addressed without the unanimous consent of the Members of Council present at such meeting.

9. At the request of a Council Member, any question shall be divided if such question, in the opinion of the Presiding Officer, is subject to division and shall be submitted as divided.
10. No motion or proposition different from that under consideration shall be admitted under cover of amendment; provided, that a substitute motion may be submitted to cover the same subject matter and, if carried, shall result in determining the original motion fails.
11. No motion shall be debated or put to a vote unless the same shall have been seconded.
12. A motion to reconsider any vote upon any question shall be in order at the following meeting of the Council; provided, that a member of the prevailing side intending to move to reconsider shall file a notice in writing of his/her intention to do so with the City Clerk within twenty-four (24) hours after the action to be reconsidered was taken. The same number of votes shall be required to reconsider any action of the Council as is required to adopt the same.
13. No Council Member shall vote on any question in which he/she has a financial interest, other than the common public interest, or on any question concerning is/her own conduct, but on all other questions each member who is present shall vote his/her name is called unless excused by unanimous consent of the remaining members present. Any member refusing to vote except when not so required by his paragraph shall be guilty of misconduct in office.
14. When any question is under debate, no motion shall be received except the following, and in the order named:
 - Motion to adjourn;
 - Motion to table;
 - Motion for the question;
 - Motion to refer;
 - Motion to amend or substitute.
15. A motion to adjourn shall always be in order except when a vote is being taken or when a Member of the Council has the floor. A motion to adjourn or to table shall be decided without debate.
16. Special Meetings shall be called by the City Clerk upon the written request of the Mayor, City Administrator, or any two Members of the Council on at least twenty-four (24) hours written notice to each Member of the Council, served personally or left at his/her usual place of residence; provided, that a Special Meeting may be held on shorter notice of all Members are present or have waived notice in writing. No business shall be transacted at any Special Meeting of the Council unless the same is stated in the notice of such meeting. Any other matter may be transacted at a Special Meeting if all members of the Council present consent thereto and all members absent file their written consent thereto.
17. These Rules of Order may be amended or altered by a majority vote of the Council.
18. The Council, by a majority affirmative vote of the Council, may suspend the operation of any one of the aforementioned rules for a single session.
19. Whenever reference is made in these Rules to the Council, such reference shall apply to the entire Council, including the Mayor.
20. Making of remarks by Council Members shall be preceded by asking permission of the Mayor or Mayor Pro Tem in the absence of the Mayor.
21. Open discussion of any question is not to be engaged in unless such open discussion is so declared by the Mayor.
22. Council Members are to speak in normal tones of voice at all times and strict dignity is to be maintained.
23. Council Members at all times are to refrain from speaking about or to other Council Members, Administration, or to citizens in the audience in a disparaging manner.
24. All remarks or analysis by Council Members are to be as brief as is consistent with clarity.
25. All matters to come before the Council shall first be presented to the City Clerk except as provided under Rule 8. Any person having any matter requiring the attention of the Mayor and Council shall present such matter in writing to the City Clerk. ~~The Clerk will, which has also been~~ provided a copy to the City Administrator who shall investigate ~~the same and file his/her and prepare a~~ recommendation to the Mayor and Council before action is taken, ~~thereon.~~
26. No Council Member shall at any time set up or invite any person or persons for a public hearing on any subject. Public Hearings are to be had upon a written request directed to the City Clerk, who shall determine if the petition meets the requirements of the City Code on the subject and, if so, the City Clerk shall establish the date for a Public

Hearing by the City Council and shall issue any notices of such hearing as may be required. The City Council may establish a date for a Public Hearing by formal Resolution and invitation of the Council and then only with a majority vote.

27. Any item or subject matter placed upon the Agenda for any meeting of the Council shall be identified as to title, subject matter, or import by a concise descriptive statement which shall appear upon the agenda in conjunction with the item or subject matter to which it pertains.
28. The Council may, from time to time, appoint assistants to, or deputies for, administrative officers appointed by the Council, who may be empowered to act in the place and stead of such administrative officers during their absence or inability to act in such capacities.
29. The Council, during the months between January and March of each year, shall meet for the purpose of reviewing and re-evaluating the qualifications and capabilities of administrative officers appointed by the Council under the provisions of the City Charter.
30. The Minutes of the Council shall state only the action taken by the Council unless a request is made to the presiding officer by a Council Member. Should a particular Council Member request that some prior prepared remarks be transcribed verbatim into the Minutes of a meeting, the following procedure shall be followed:
 - The Chair indicates that the statement can then be read by the particular Council Member;
 - The requested remarks for verbatim transcript would then be brought before the entire Council through a motion;
 - Upon that motion being made and duly seconded, a vote would be taken. A majority vote of the Council would prevail.
31. Except as above provided, Robert's Rules of Order Newly Revised, the most current edition, shall govern.

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE**

**JEROME AND JENNIFER DUBRULLE,
EDWARD AND ELLEN KERFOOT,
NICOLE AND MATTHEW NORRIS,
CHADY AND MONA HAURANI,
MARCY TAYLER,
ABBY PAULSON,
ANDREW HASTINGS,
MARGUERITE AND ROBERT KAISER,
MOLLY McCLANAGHAN AND RYAN MORRIS,
PATRICK AND KELLY SHANLEY,
RHONDA FENDERSON,
SARAH FELDMAN,
JOSHUA AND DANIELLE TUCKER, and
JON MARKO,**

On behalf of all others similarly situated,

Plaintiffs,

v.

Case No. 21-014057-NZ
Hon. Annette J. Berry

**GREAT LAKES WATER AUTHORITY,
CITY OF DETROIT,
CITY OF GROSSE POINTE PARK,
CITY OF GROSSE POINTE,
CITY OF GROSSE POINTE FARMS,
CITY OF GROSSE POINTE WOODS,
CITY OF GROSSE POINTE SHORES,
CITY OF HARPER WOODS, and
NORTHEAST WAYNE COUNTY SEWER DISTRICT,**

Defendants.

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FIRST AMENDED CLASS ACTION COMPLAINT AND JURY DEMAND

Related civil actions between other parties arising out of the same transaction or occurrence alleged in the complaint has been previously filed in this court, where they were given case numbers 21-0008465-CZ, 21-008745-CZ, 21-009030 and assigned to Judge Annette J. Berry.

NOW COME Plaintiffs Jerome and Jennifer Dubrulle, Edward and Ellen Kerfoot, Nicole and Matthew Norris, Chady and Mona Haurani, Marcy Tayler, Abby Paulson, Andrew Hastings, Marguerite and Robert Kaiser, Molly McClanaghan and Ryan Morris, Patrick and Kelly Shanley, Rhonda Fenderson, Sarah Feldman, Joshua and Danielle Tucker, and Jon Marko, on behalf of all others similarly situated, (hereinafter “Plaintiffs”), by and through their attorneys at Dubin Law PLLC and Liddle Sheets Coulson P.C., and state in support of their Complaint against Defendants Great Lakes Water Authority (“GLWA” or “Regional Defendant”), City of Detroit, City of Grosse Pointe, City of Grosse Pointe Park, City of Grosse Pointe Woods, City of Grosse Pointe Farms, City of Grosse Pointe Shores, City of Harper Woods (collectively “Municipal Defendants”), and the Northeast Wayne County Sewer District (“NESDS”) as follows:

I. NATURE OF THE ACTION

1. On or about June 25-26, 2021, Plaintiffs’ homes and many hundreds of other private properties within the Detroit River Watershed in eastern Wayne County were unreasonably invaded and interfered with, resulting from the flooding and invasion of Plaintiffs’ properties by

sewage, pollutants, water, feces, dirt, debris, and noxious odors, thereby causing economic damages to Plaintiffs and the putative class members.

2. Plaintiffs bring this action on behalf of themselves and all other similarly situated persons or entities that filed a Notice of Claim relating to a Sewage System Disposal Event that occurred on June 25-26, 2021 in the Cities of Detroit, Grosse Pointe, Grosse Pointe Park, Grosse Pointe Woods, Grosse Pointe Farms, Grosse Pointe Shores, and Harper Woods.

3. The reason for not joining all potential class members as Plaintiffs is that they are so numerous as to make it impractical to bring them before the Court.

4. There are thousands of persons and/or entities that have been similarly affected by the widespread and catastrophic flooding that occurred on June 25-26, 2021, and the question to be determined is one of common and general interest to many persons constituting the class to which Plaintiffs belong and is so numerous as to make it impracticable to bring them all before the Court. For this reason, Plaintiffs initiate this class litigation on behalf of all others similarly situated pursuant to Mich. Ct. R. 3.501.

5. Issues and questions of law and fact common to the members of the Class predominate over questions affecting individual members and the claims of the Plaintiffs are typical of the claims of the Class.

6. The maintenance of this litigation as a Class Action will be superior to other methods of adjudication in promoting the convenient administration of justice.

7. Plaintiffs and the law firms of Dubin Law, PLLC and Liddle Sheets Coulson, P.C., will fairly and adequately assert and protect the interests of the Class.

8. Specifically, Plaintiffs' attorneys have served as certified class counsel for numerous similar Class Actions, wherein the plaintiffs alleged damages arising from governmental

construction, design, maintenance, operation, and/or repair of a sewer system which sewer system caused residential properties to be invaded by untreated sewage and/or stormwater.

II. PARTIES AND JURISDICTION

9. At all times relevant hereto, Plaintiffs Jerome and Jennifer Dubrulle have owned and/or resided at 1301 Bishop Road, in the City of Grosse Pointe Park, County of Wayne, State of Michigan, and Plaintiffs are citizens of the State of Michigan with their permanent domicile at the residential address stated above.

10. At all times relevant hereto, Plaintiffs Edward and Ellen Kerfoot have owned and/or resided at 660 Middlesex, in the City of Grosse Pointe Park, County of Wayne, State of Michigan, and Plaintiffs are citizens of the State of Michigan with their permanent domicile at the residential address stated above.

11. At all times relevant hereto, Plaintiffs Nicole and Matthew Norris have owned and/or resided at 711 Washington Road, in the City of Grosse Pointe, County of Wayne, State of Michigan, and Plaintiffs are citizens of the State of Michigan with their permanent domicile at the residential address stated above.

12. At all times relevant hereto, Plaintiffs Chady and Mona Haurani have owned and/or resided at 9 Lakeside Court, in the City of Grosse Pointe, County of Wayne, State of Michigan, and Plaintiffs are citizens of the State of Michigan with their permanent domicile at the residential address stated above.

13. At all times relevant hereto, Plaintiff Marcy Tayler has owned and/or resided at 290 McKinley Avenue, in the City of Grosse Pointe Farms, County of Wayne, State of Michigan, and Plaintiff is a citizen of the State of Michigan with her permanent domicile at the residential address stated above.

14. At all times relevant hereto, Plaintiff Abby Paulson has owned and/or resided at 435 Madison Street, in the City of Grosse Pointe Farms, County of Wayne, State of Michigan, and Plaintiff is a citizen of the State of Michigan with her permanent domicile at the residential address stated above.

15. At all times relevant hereto, Plaintiff Andrew Hastings has owned and/or resided at 215 Chalfonte Avenue, in the City of Grosse Pointe Farms, County of Wayne, State of Michigan, and Plaintiff is a citizen of the State of Michigan with his permanent domicile at the residential address stated above.

16. At all times relevant hereto, Plaintiffs Marguerite and Robert Kaiser have owned and/or resided at 20643 Maple Lane, in the City of Grosse Pointe Woods, County of Wayne, State of Michigan, and Plaintiffs are citizens of the State of Michigan with their permanent domicile at the residential address stated above.

17. At all times relevant hereto, Plaintiffs Molly McClanaghan and Ryan Morris have owned and/or resided at 2051 Stanhope Street, in the City of Grosse Pointe Woods, County of Wayne, State of Michigan, and Plaintiffs are citizens of the State of Michigan with their permanent domicile at the residential address stated above.

18. At all times relevant hereto, Plaintiffs Patrick and Kelly Shanley have owned and/or resided at 19833 Holiday Road, in the City of Grosse Pointe Woods, County of Wayne, State of Michigan, and Plaintiffs are citizens of the State of Michigan with their permanent domicile at the residential address stated above.

19. At all times relevant hereto, Plaintiff Rhonda Fenderson has owned and/or resided at 5018 Hillcrest, in the City of Detroit, County of Wayne, State of Michigan, and Plaintiff is a

citizen of the State of Michigan with her permanent domicile at the residential address stated above.

20. At all times relevant hereto, Plaintiff Sarah Feldman has owned and/or resided at 3815 Grayton Street, in the City of Detroit, County of Wayne, State of Michigan, and Plaintiff is a citizen of the State of Michigan with her permanent domicile at the residential address stated above.

21. At all times relevant hereto, Plaintiffs Joshua and Danielle Tucker have owned and/or resided at 20409 Lancaster Street, in the City of Harper Woods, County of Wayne, State of Michigan, and Plaintiffs are citizens of the State of Michigan with their permanent domicile at the residential address stated above.

22. At all times relevant hereto, Plaintiff Jon Marko has owned and/or resided at 535 Ballantyne Street, in the City of Grosse Pointe Shores, County of Wayne, State of Michigan, and Plaintiff is a citizen of the State of Michigan with his permanent domicile at the residential address stated above.

23. Defendant GLWA is an incorporated authority organized pursuant to Michigan Public Act 233 of 1935 by the City of Detroit and the Counties of Macomb, Oakland, and Wayne. Defendant GLWA maintains a business address located at 735 Randolph St., City of Detroit, County of Wayne, State of Michigan. Defendant GLWA operates a regional sewage disposal system that services communities in eight southeast Michigan counties, including the City of Detroit, the City of Grosse Pointe, the City of Grosse Pointe Park, the City of Grosse Pointe Woods, the City of Grosse Pointe Farms, the City of Grosse Pointe Shores, and the City of Harper Woods. The GLWA's regional sewage disposal system either receives sewer inflow from and/or directly or indirectly discharges into the other Municipal Defendants' sewer systems, and the

GLWA is responsible for the operation, maintenance, and repair of many of the instrumentalities that are connected to, discharge into or out of, and/or otherwise service the Municipal Defendants' sewer systems.

24. Defendant City of Detroit is a municipality incorporated pursuant to Chapter 117 of the Michigan Compiled Laws of the State of Michigan and is located in the County of Wayne, State of Michigan. Detroit Water and Sewerage Department ("DWSD") is a public utility owned by the City of Detroit, and is located in the City of Detroit, County of Wayne, State of Michigan. The City of Detroit and/or DWSD collectively own and/or control a municipal sewer system that includes the Connor Pumping Station ("CPS"), 12244 East Jefferson, Detroit and the Freud Sewage Pumping Station ("FSPS") 12300 Freud Ave., which are located in Wayne County, State of Michigan. The City of Detroit's sewer system either receives sewer inflow from and/or directly or indirectly discharges into the GLWA regional system and/or the other Municipal Defendants' sewer systems.

25. Defendant City of Grosse Pointe is a municipality incorporated pursuant to Chapter 117 of the Michigan Compiled Laws of the State of Michigan and is located in the County of Wayne, State of Michigan. The City of Grosse Pointe owns, operates, and/or maintains a municipal sewer system that services residences and entities located within its boundaries. The City of Grosse Pointe's sewer system either receives inflow from and/or directly or indirectly discharges into the GLWA regional system and/or the other Municipal Defendants' sewer systems.

26. Defendant City of Grosse Pointe Park is a municipality incorporated pursuant to Chapter 117 of the Michigan Compiled Laws of the State of Michigan and is located in the County of Wayne, State of Michigan. The City of Grosse Pointe Park owns, operates, and/or maintains a municipal sewer system that services residences and entities located within its boundaries. The

City of Grosse Pointe Park's sewer system either receives inflow from and/or directly or indirectly discharges into the GLWA regional system and/or the other Municipal Defendants' sewer systems.

27. Defendant City of Grosse Pointe Woods is a municipality incorporated pursuant to Chapter 117 of the Michigan Compiled Laws of the State of Michigan and is located in the County of Wayne, State of Michigan. The City of Grosse Pointe Woods owns, operates, and/or maintains a municipal sewer system that services residences and entities located within its boundaries. The City of Grosse Pointe Woods' sewer system either receives inflow from and/or directly or indirectly discharges into the GLWA regional system and/or the other Municipal Defendants' sewer systems.

28. Defendant City of Grosse Pointe Farms is a municipality incorporated pursuant to Chapter 117 of the Michigan Compiled Laws of the State of Michigan and is located in the County of Wayne, State of Michigan. The City of Grosse Pointe Farms owns, operates, and/or maintains a municipal sewer system that services residences and entities located within its boundaries. The City of Grosse Pointe Farm's sewer system either receives inflow from and/or directly or indirectly discharges into the GLWA regional system and/or the other Municipal Defendants' sewer systems.

29. Defendant City of Grosse Pointe Shores is a municipality incorporated pursuant to Chapter 117 of the Michigan Compiled Laws of the State of Michigan and is located in the County of Wayne, State of Michigan. The City of Grosse Pointe Shores owns, operates, and/or maintains a municipal sewer system that services residences and entities located within its boundaries. The City of Grosse Pointe Woods' sewer system either receives inflow from and/or directly or indirectly discharges into the GLWA regional system and/or the other Municipal Defendants' sewer systems.

30. Defendant City of Harper Woods is a municipality incorporated pursuant to Chapter 117 of the Michigan Compiled Laws of the State of Michigan and is located in the County of Wayne, State of Michigan. The City of Harper Woods owns, operates, and/or maintains a municipal sewer system that services residences and entities located within its boundaries. The City of Harper Woods' sewer system either receives inflow from and/or directly or indirectly discharges into the GLWA regional system and/or the other Municipal Defendants' sewer systems.

31. Defendant Northeast Wayne County Sewer District ("NESDS") is a drainage district controlled by the Southeast Macomb Sanitary District (SEMSD) pursuant to operating arrangements among the districts, city governments, and the Macomb County Public Works Commission (MCPWC). The NESDS' sewer system either receives inflow from and/or directly or indirectly discharges into the GLWA regional system and/or the other Municipal Defendants' sewer systems.

III. VENUE

32. Venue is proper in this Court pursuant to MCL 600.1615.

IV. FACTUAL ALLEGATIONS

DEFINITIONS

33. "Sewer System(s)" and/or "Sewage Disposal System" shall mean "all interceptor sewers, storm sewers, sanitary sewers, combined sanitary and storm sewers, sewage treatment plants, and all other plants, works, instrumentalities, and properties used or useful in connection with the collection, treatment, and disposal of sewage and industrial wastes, and includes a storm water drain system under the jurisdiction and control of a governmental agency." MCL 691.1416. The "Sewer System(s)" include the Sanitary Sewer System, the Combined Sewer System, and the Drainage System.

34. “Sanitary Sewer System” shall mean the portion (if any) of the Sewer System designed to convey only sewage, and not storm water, from residences, commercial buildings, industrial plants and institutions for treatment at a Wastewater Treatment Facility.

35. “Combined Sewer System” or “CSS” shall mean the portion of the Sewer System designed to convey municipal sewage (i.e., domestic, commercial and industrial wastewaters) and storm water runoff through a single-pipe system to a treatment facility, a Combined Sewer Outfall, or Constructed SSO Outfall.

36. “Combined Sewer Overflow” or “CSO” shall mean any discharge from the Combined Sewer System at a point prior to the headworks of a Wastewater Treatment Facility.

37. “CSO Outfall” shall mean the outfall from which a CSO is discharged.

38. “Sanitary Sewer Overflow” or “SSO” shall mean any overflow, spill, diversion, or release of wastewater from or caused by a Sanitary Sewer System. This term shall include: (i) discharges to surface waters of the State or the United States from a Sanitary Sewer System and (ii) any release of wastewater from a Sanitary Sewer System to public or private property that does not reach waters of the United States or the State.

39. “Constructed SSO Outfall” shall mean any pipe, conduit, or other conveyance that has been constructed within the Sanitary Sewer System to purposefully convey sewage, or a combination of sewage and rainwater, to any Receiving Stream, either natural or manmade, or to any portion of the Drainage System.

40. “Drainage System” shall mean pipes, conduits, channels, storm water pump stations, canals, and other appurtenances designed and used for conveying only storm water runoff, surface water runoff, and other drainage water.

41. “Surcharge” shall mean when the supply of water to be carried is greater than the capacity of the pipes to carry the flow. The surface of the wastewater in manholes rises above the top of the sewer pipe, and the sewer pipe is under pressure or a head, rather than at atmospheric pressure.

42. “Hydraulic grade line” shall mean the locus of elevations to which the water would rise if open to atmospheric pressure along a pipe run.

JUNE 25-26, 2021 FLOOD

43. For days in advance, a significant rain event was forecast to hit the Metro Detroit area, and Defendants knew that significant wet weather was on the way.

44. Yet, on or about June 25-26, 2021, Plaintiffs’ basements and/or private properties were flooded and physically invaded by water and sewage when Defendants’ Sewage Disposal System surcharged, causing a widespread and catastrophic Sewage Disposal System Event impacting the properties of Plaintiffs and the putative class.

45. On or before June 25-26, 2021, Defendants improperly designed, constructed, operated, maintained, and/or repaired the portion of the Sewage Disposal System that they control and/or discharge into, causing significant economic damages to Plaintiffs and the putative class.

46. The numerous well-known defects in the Sewage Disposal System described below, individually and/or in conjunction with each other, increased the amount of flow entering the Sewage Disposal System, accelerated the flow rate, decreased the time of concentration, and increased the hydraulic grade line. This resulted in surcharging throughout the Sewage Disposal System and the flooding of the properties of Plaintiffs and thousands of members of the putative class.

47. When Defendants' Sewage Disposal System surcharged, sewer and stormwater water backflowed through the Sewage Disposal System, through private property lateral lines and into thousands of private properties, including the properties of Plaintiffs and the putative class.

48. On or about June 25-26, 2021, as a direct and proximate result of the Defendants' Sewage Disposal System defects, the Plaintiffs' homes and thousands of other private properties located in the Cities of Detroit, Grosse Pointe, Grosse Pointe Park, Grosse Pointe Woods, Grosse Pointe Farms, Grosse Pointe Shores, and Harper Woods were flooded with water, sewage and other noxious and destructive materials.

49. The flooding of Plaintiffs' homes and other private properties by the Sewage Disposal Systems controlled by Defendants have caused economic damages to Plaintiffs and the putative class members including but not limited to the following:

- A. Structural damage to real property;
- B. Destruction of personal property;
- C. The expenditure of a great amount of time, effort and money to sanitize, clean, replace, repair, and/or maintain real and private property, including due to the invasion of untreated water, bacteria, and other unsanitary conditions caused by the flooding;
- D. Diminution in the market value of private property; and
- E. Other economic losses, including, but not limited to, those based on the right of subrogation.

50. Plaintiffs have complied with the notice requirements of MCL 691.1416 et seq.

51. Plaintiffs' claims are not barred by Governmental Immunity pursuant to MCL 691.1416 et seq.

52. More than forty-five (45) days have elapsed since Plaintiffs provided notice to the Defendants regarding their claim of damage, and the Defendants have made no effort to satisfy Plaintiffs' claims.

53. Defendants are the appropriate governmental agencies in that they either owned, operated, and/or directly or indirectly discharged into the Sewage Disposal System which caused Plaintiffs' properties to be flooded through widespread sewage system disposal events.

54. On or before June 25-26, 2021, Defendants knew, or in the exercise of reasonable diligence should have known, of defects in their respective sewage disposal systems.

55. Defendants had the legal authority to repair, correct, or remedy the defects in the Sewage Disposal System for which they have a duty to control. Yet, despite having a reasonable amount of time to do so, Defendants failed to repair, correct, or remedy the defects.

56. On or about June 25-26, 2021, Plaintiffs and the putative class suffered from a Sewage Disposal System Event, as an overflow or backup of the Defendants' sewage disposal systems occurred, causing significant damages and destruction to the real and personal property of the Plaintiffs.

57. A substantial proximate cause of Plaintiffs' sewage disposal system event was not an obstruction in the service lead of the Plaintiffs.

58. A substantial proximate cause of Plaintiffs' sewage system disposal event was not a connection on the property of the Plaintiffs, including a sump system, building drain, service drain, gutter or downspout.

59. A substantial proximate cause of Plaintiffs' sewage system disposal event was not an act of war or an act of terrorism.

60. Plaintiffs' properties were flooded and/or physically invaded by the contents of a sewage disposal system into which the Defendants either owned, operated, or directly or indirectly discharged.

61. Sewers are surcharged when the supply of water to be carried is greater than the capacity of the pipes to carry the flow. The surface of the wastewater in manholes rises above the top of the sewer pipe, and the sewer is under pressure or a head, rather than at atmospheric pressure.

62. Sewer systems and stormwater conveyance systems, such as the Defendants', are designed with entrance openings to allow sewage to enter the system and exit openings or discharge points to allow the discharge of the sewage.

63. A properly designed, constructed, operated, maintained and/or repaired sewage disposal system, whether it is a combined or a separated system, will only allow as much sewage and stormwater to enter the system as can be discharged at the discharge point.

64. Defendants failed in their duty to design, construct, operate, maintain, and/or repair the portions of the Sewage Disposal System that they control and/or discharge in a reasonable manner so as to prevent more sewage and/or stormwater from entering the systems than could be discharged at the discharge point without causing the Sewage Disposal System Events alleged herein.

65. Defendants' failures to design, construct, operate, maintain and/or repair the Sewage Disposal System in a reasonable manner were a substantial proximate cause of the Sewage Disposal System Events that resulted in the widespread flooding of, and damages to, Plaintiffs' properties.

THE REGIONAL SEWAGE DISPOSAL SYSTEM

66. This case involves widespread and catastrophic flooding damages that occurred in and around the easternmost portion of the Detroit River Watershed, which is controlled by the GLWA regional system and its connected local sewer systems, drainage districts, and instrumentalities.

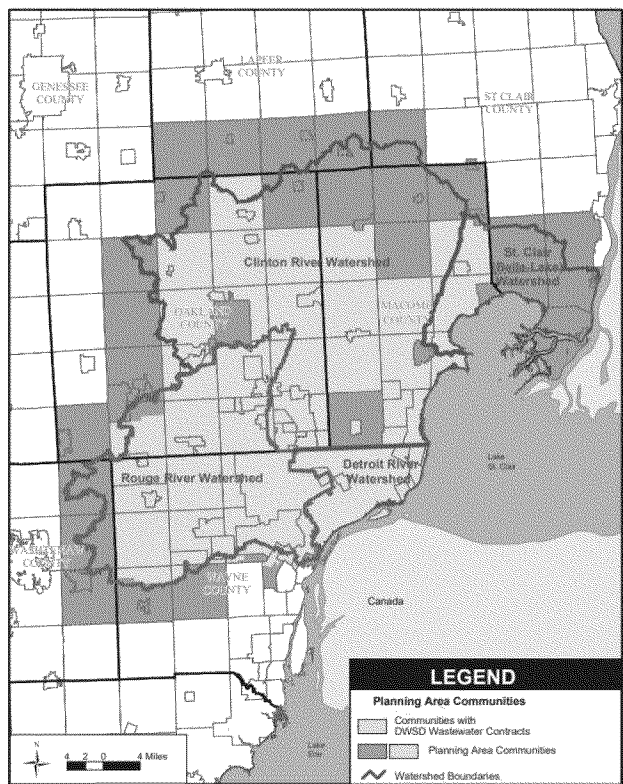
67. Defendant GLWA operates a regional sewage disposal system that services communities in eight southeast Michigan counties, including the City of Detroit, the City of Grosse Pointe, the City of Grosse Pointe Park, the City of Grosse Pointe Woods, the City of Grosse Pointe Farms, the City of Grosse Pointe Shores, and the City of Harper Woods (“Municipal Defendants”).

68. On January 1, 2016, the former Detroit Water and Sewerage Department (DWSD) was bifurcated into a regional supplier of water and wastewater services, the GLWA, and a new retail-focused DWSD. Under this agreement, GLWA is responsible for operating the regional system, including the pumping station and larger sewers. The DWSD/City of Detroit and the other Municipal Defendants are responsible for operating and maintaining the local sewers.

69. Similarly, the Municipal Defendants are responsible, either directly or through appointment of an authority, for the operation, maintenance, and/or repair of their respective local sewer systems.

70. Defendant City of Detroit controlled the construction, design, maintenance, and repair of the DWSD system, and the other Municipal Defendants controlled the construction, design, maintenance, and repair of their respective local sewer systems.

Figure 1: DWSD Wastewater Master Plan Planning Area



71. Defendant GLWA, per its agreement with the City of Detroit, operates and maintains the water and wastewater infrastructure located within the City of Detroit. The City of Detroit retains ownership of the water and wastewater system and its infrastructure and leases it to GLWA for an allocation of \$50 million per year over 40 years.

72. Defendant City of Detroit, through DWSD, is responsible for replacing and repairing the City of Detroit’s water, sewer, and stormwater infrastructure. The City of Detroit retains the sole ownership interest in the properties, infrastructure, instrumentalities, and works operated by the GLWA that are located within the City of Detroit.

73. DWSD handles more than 230,000 residential, commercial, and industrial accounts within the City of Detroit and utilizes GLWA lease funding to maintain and repair the existing infrastructure, including by conducting repairs necessary to ensure that excess inflow and infiltration do not increase the amount of water intake into the GLWA system.

74. The regional Sewage Disposal System consists of numerous suburban sewer systems in the Grosse Pointe communities, Harper Woods, and numerous sewer systems located in the City of Detroit.

75. The primarily relevant suburban sewer systems involved in this case are, from north-to-south: (1) the Northeast Sewage Disposal System (NESDS), which consists of the cities of Harper Woods, Grosse Pointe Woods, and Grosse Pointe Shores; (2) the Grosse Pointe Farms sewer system; (3) the Grosse Pointe sewer system; and (4) Grosse Pointe Park sewer system. Each of these suburban sewer systems transport excess flow during wet weather in a generally southwesterly direction through the adjacent suburbs to the south or southwest and into the City of Detroit system, which is owned by the City of Detroit and operated by the GLWA.

76. The primarily relevant sewer systems located in the City of Detroit are: (1) the Conner Creek Sewer District; (2) the Fox Creek Sewer District; and (3) the East Jefferson Sewer District.

77. Unfortunately, this is hardly the first time that large scale Sewage Disposal System Events have devastated private properties in the eastside communities impacted on June 25-26, 2021.

78. Large scale Sewage Disposal System Events also occurred in this area on July 8 and August 16, 2016, leading to a study by DWSD, which worked in coordination with GLWA to conduct an investigation and report on the causes of those flooding events.

79. Through a 2017 report, DWSD and GLWA concluded that “the current level of service is unacceptable.” In response to the July 8, 2016 event, “DWSD leadership met with GLWA leadership to initiate focused efforts to determine the potential causes of these backups ... However, despite immediate actions which were taken, many residents of the Jefferson Chalmers

and Cornerstone Village neighborhoods experienced basement back-ups again on August 16, 2016. It became clear to all parties that further actions are needed to prevent future basement back-ups.”

80. The report concluded that “the frequency and severity of basement back-ups experienced on the east side of Detroit are not acceptable. Base level improvements are needed to restore and optimize existing facilities. Beyond that, additional improvements should be considered to raise the level of protection, particularly in light of potential climate change impacts. Alternatives in the categories of conveyance, peak flow reduction, and damage reduction are being examined.” The report accordingly recommended numerous improvements in the following categories in order to prevent future Sewage Disposal System Events from impacting private properties: (1) Base Level Improvements; (2) Conveyance Alternatives; (3) Peak Flow Reduction; and (4) Damage Reduction.

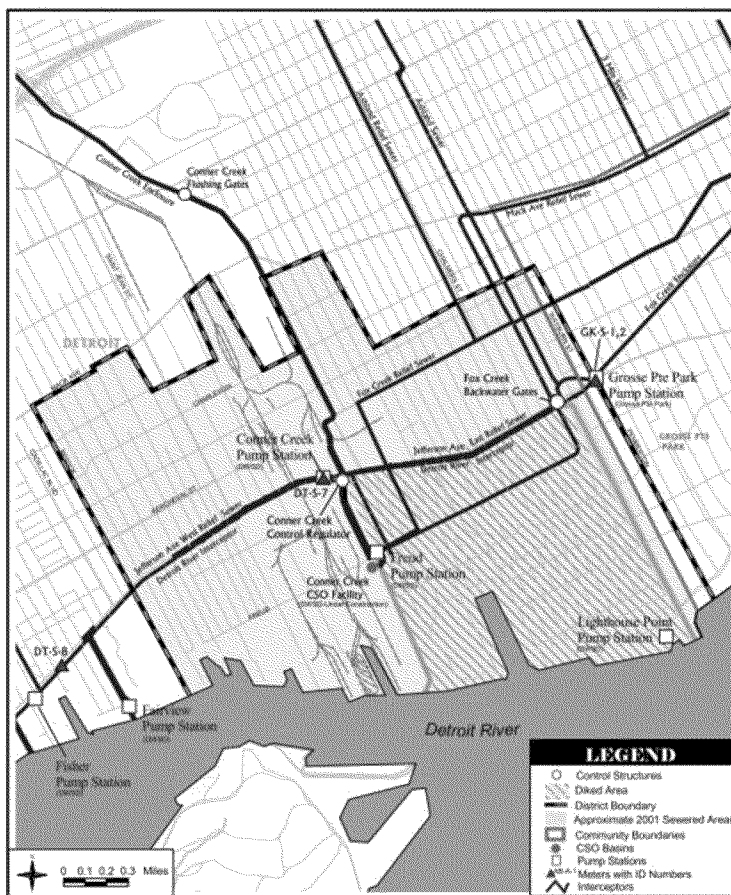
81. Sadly, Defendants GLWA and DWSD failed to take the necessary actions that they knew were needed to remedy known defects and prevent future Sewage Disposal System Events like the one that occurred on June 25-26, 2021.

82. The Sewage Disposal System Events that impacted Plaintiffs and the putative class arose from known construction, design, maintenance, operation, and/or repair defects within the Sewage Disposal Systems discussed below and were the substantial proximate cause of the flooding of their private properties on June 25-26, 2021.

THE EAST JEFFERSON SEWER DISTRICT DEFECTS

83. The East Jefferson Sewer District (EJSD) is located downstream of the Conner Creek and Fox Creek sewer districts located in the City of Detroit and receives flows from these and numerous other suburban sewer systems.

East Jefferson Sewer District



84. The Detroit River lies at the southern limit of the district and is the point of discharge for all CSOs flowing into the EJSD through the Detroit River Interceptor through the Fox Creek Enclosure, the Grosse Pointe Park Pump Station, and the Conner Creek Enclosure.

85. Several major trunk sewers and relief sewers transport combined flows from the Fox Creek District and the surrounding Grosse Pointe suburbs, primarily to the Jefferson Avenue East Relief Sewer, which is within the EJSD.

86. Both dry weather and excess combined flows are transported through the Detroit River Interceptor west along Jefferson Avenue from the easterly city limits of Grosse Pointe Park.

87. The East Jefferson Sewer District also receives both dry weather and combined flow from the Conner Creek Sewer District.

88. In other words, the East Jefferson Sewer District is the epicenter depository for all excess sanitary and stormwater flow from both the east/northeast (the Grosse Pointe communities and Harper Woods) and the north (flows traveling through the connected Detroit sewer districts).

89. The East Jefferson Sewer District contains three pump stations that are critical to passing excess flows during wet weather events and preventing surcharging in the EJSD and the surrounding sewer systems and districts.

90. The three pumping stations located within the EJSD are: (1) the Conner Creek Pumping Station located at 12244 East Jefferson Avenue; (2) the Freud Pumping Station located at 12300 Freud Street; and (3) the Lighthouse Point Pump station located at 14490 Riverside Drive. The Conner Creek and Freud Pumping Stations are by far the largest and most important for ensuring that excess wet water flows are passed safely, without causing surcharging.

91. Defendant City of Detroit owns the Conner Creek Pumping Station located at 12244 East Jefferson Avenue and the Freud Pumping Station located at 12300 Freud Street, which it leases to GLWA for operations.

92. The Conner Creek and Freud Pumping Station work together to convey flow from Detroit's eastside, Grosse Pointe Park, Grosse Pointe Farms, Grosse Pointe, and the Northeast Sewage Disposal System (Harper Woods, Grosse Pointe Woods, and Grosse Pointe Shores).

93. The Conner Creek and Freud Pumping Stations are vital to pumping and discharging water out of the system, so as to prevent overcapacity and sewer/stormwater surcharges in and around the service area.

94. The Conner Creek Pumping Station receives both sanitary and storm flows from two 14-foot diameter sewers, the Jefferson Avenue East and West relief sewers. It contains eight storm pumps each rated at 492 cfs (318 mgd), two sanitary pumps each rated at 110 cfs (71.1 mgd), one sanitary pump rated at 75 cfs (48.5 mgd), and one sanitary pump rated at 40 cfs (26 mgd).

95. When the Conner Creek Pumping Station capacity is exceeded, storm water overflows into the Fox Creek and Ashland relief sewers and discharge into the Freud Pumping Station.

96. The Freud Pumping Station is primarily a storm pumping station. It has eight storm pumps each rated at 449 cfs (290.2 mgd), one sanitary pump rated at 35.1 cfs (22.7 mgd), and one sanitary pump rated at 20.1 cfs (13 mgd). The sanitary pumps at the Freud Pumping Station are not operated during wet weather.

97. The Conner Creek and Freud Pumping Stations are responsible for handling excess stormwater and preventing Sewage System Disposal Events from occurring at private properties serviced directly or indirectly by the pumping stations.

98. The construction, design, operation, and repair defects at the Conner Creek and Freud Pumping Stations are well-documented and have long been known by the GLWA and its predecessor, DWSD.

99. For example, during a prior Sewage Disposal System Event that occurred on July 8, 2016, only 6 of 16 pumps at both Conner Creek and Freud were operational during the storm event.

100. During a prior Sewage Disposal System Event that occurred on August 16, 2016, only 7 of 16 pumps at both pumping stations were operational.

101. Afterwards, DWSD's report concluded that "[t]he lack of available pumps significantly affected the number of basements experiencing back-ups and the depth of the back-up in those basements affected." The report concluded that "14 out of 16 pumps would likely have been required during these rain events."

102. While the GLWA long knew that significant upgrades to the Conner Creek and Freud Pumping Stations needed to occur to ensure that all pumping stations would be operational during wet weather conditions, which the GLWA estimated required an investment of approximately \$250 million, the GLWA failed to initiate such repairs, despite having many years and significant resources to do so.

103. The GLWA has publicly admitted that the Conner Creek Pumping Station is so deficiently designed, constructed, maintained, and repaired that an entirely new sanitary and storm pumping station would need to be designed and constructed in order to protect the property rights of many thousands of nearby eastside residents and entities. However, this was not done, and the GLWA egregiously failed to take reasonable steps to otherwise prevent the catastrophic Sewage Disposal System Event that occurred on June 25-26, 2021.

104. In addition to serious, known defects, on June 25-26, 2021, power outages at both the Conner Creek and Freud Pumping Stations caused further operational problems at both Pumping Stations, despite being entirely foreseeable and preventable.

105. The Conner Creek Pumping Station experienced a house power outage during the June 25-26, 2021 rain event, significantly delaying operation of all but two of its eight pumps.

106. Based on the GLWA's own public statements, only five of the eight Conner Creek Station pumps were operational at any point during the rain event on June 25-26, 2021.

107. On or before June 25-26, 2021, the GLWA also failed to have backup generators connected to five of the eight pumps at the Freud Pumping Station to prevent power failures, which is a basic duty of any wastewater disposal system. Consequently, on June 25-26, 2021 the Freud Station operated with only three of its eight pumps throughout the rain event.

108. While two of the eight pumps at the Freud Pumping Station were reportedly operational following several problems that delayed to their operation during the rain event, GLWA staff was unable to get the third pump operational between 9:25 p.m. and 2:21 a.m.—a catastrophic 5-hour delay.

109. Based on the GLWA's own statements and public reporting, five of the Freud Station's eight pumps were entirely inoperable throughout the rain event, with only three working pumps available to pass flows.

110. The GLWA knew well in advance of the anticipated rain event that there was a power outage impacting five of the eight pumps at the Freud Pumping Station, which is provided through the Ludden Substation. Yet, despite the advance notice, the GLWA failed to ensure backup power was in place by the time the rain predictably came.

111. In total, out of the Conner Creek and Freud Stations' sixteen pumps, only eight pumps were operating at any time or capacity on June 25-26, 2021.

112. Unbelievably, despite knowledge of the imminent danger posed by the power outage, and considering the many known defects within the system, no GLWA staff was deployed on-site at the Freud Station in advance of the June 25-26, 2021 wet weather conditions, which were forecast days in advance.

113. Staff at the Conner Creek Pump Station included only one operator, one electrician, and one maintenance technician during the June 25-26 rain event, and the bare bones staff was required to rush back and forth between the Conner Creek and Freud Stations during the rain event, leading to a whack-a-mole approach to operations at the pumping stations during the critical hours of the storm. These failures significantly worsened the known defects that already impacted the critical pumping stations.

114. In sum, many of the same defects that caused the 2016 Sewage Disposal System Events remained substantially unremedied five years later, with devastating consequences for Plaintiffs and the putative class, and additional known defects contributed to the catastrophic flooding incurred by Plaintiffs and the putative class.

115. In late-July 2021, GLWA CEO Sue McCormick submitted her resignation in the wake of the public backlash and following numerous detailed reports regarding the GLWA's numerous failures to prevent the widespread flooding.

116. The well-known design, construction, operation, maintenance, and repair defects within the East Jefferson Sewer District, including at the Conner Creek and Freud Pumping Stations, were a substantial proximate cause of the Sewage Disposal System Events that caused catastrophic property damages to Plaintiffs and the Putative Class.

117. The City of Detroit and GLWA knew, or in the exercise of reasonable diligence should have known, about the numerous design, construction, operation, maintenance, and repair defects in the sewage disposal system they owned, operated, maintained, and/or controlled.

118. As a result of the design, construction, operation, maintenance, and repair defects within the East Jefferson Sewer District, including at the Conner Creek and Freud Pumping Stations, Sewage Disposal System surcharged, sewer and stormwater water backflowed through

the Sewage Disposal System, through private property lateral lines and into thousands of private properties, including Plaintiffs and the putative class located in the Cities of Detroit, Grosse Pointe, Grosse Pointe Park, Grosse Pointe Woods, Grosse Pointe Farms, Grosse Pointe Shores, and Harper Woods.

MUNICIPAL DEFENDANTS' LOCAL SEWER DISPOSAL SYSTEMS DEFECTS

119. Infiltration is defined as the seepage of groundwater into a sewer system. Seepage frequently occurs through defective or cracked pipes, pipe joints, connections or manhole walls.

120. Sewers are not designed to transport large amounts of infiltration that sometimes occurs during a storm event.

121. Many of Municipal Defendants' sewers are over 50 years old.

122. As a sewer system ages, the risk of deterioration, blockages, and collapses becomes a major concern.

123. Older sewer systems such as the Municipal Defendants are susceptible to large increases in infiltration during rain events because of defects in the maintenance, operation, and design of the sewer system.

124. Due to defects in the maintenance, operation, and design of the Municipal Defendants' sewer systems, stormwater finds a way into the Municipal Defendants' sewer systems through numerous sources. Typical sources of infiltration (groundwater) are broken or separated pipe joints, cracked pipes and manholes, particularly brick manholes in older systems.

125. When significant amounts of stormwater enter the sewers, the sewers become overloaded, causing a condition known as surcharging.

126. On June 25-26, 2021, the aforementioned defects in the Municipal Defendants' sewer systems allowed excessive amounts of stormwater to infiltrate into the Municipal Defendants' sewer systems.

127. On June 25-26, 2021, infiltration overloaded the Municipal Defendants' sewers system and caused surcharged sewers and eventually caused the Sewage Disposal System Event to Plaintiffs and the putative class members.

128. The hydraulic capacity of the Municipal Defendants sewers was also reduced because the Municipal Defendants do not maintain an adequate preventative maintenance program.

129. As a result, the Municipal Defendants' failure to engage in adequate preventative maintenance of their sewer systems, debris was allowed to improperly collect within the Municipal Defendants' respective sewer systems.

130. On June 25-26, 2021, the accumulation of debris significantly reduced the hydraulic capacity of the Municipal Defendants' sewer systems.

131. On June 25-26, 2021, the accumulation of debris caused surcharged sewers and eventually caused the Sewage Disposal System Events to Plaintiffs and the putative class members.

132. As a result of the Municipal Defendants' failure to engage in adequate preventative maintenance of their sewer systems, the Municipal Defendants allowed defects to develop in their sewer systems.

133. As of June 25-26, 2021, the Municipal Defendants knew and/or should have known that defects in the operation, maintenance, and design of the Municipal Defendants' sewer systems were causing excessive amounts of inflow and infiltration to enter the system.

134. As of June 25-26, 2021, the Municipal Defendants knew and/or should have known that defects in the operation, maintenance, and design of the Municipal Defendants' sewer system were causing the accumulation of an excessive amount of debris within each of the Municipal Defendants' sewer system.

135. Prior to June 25-26, 2021, the Municipal Defendants knew or should have known that the failure to engage in an adequate preventative maintenance protocol would cause a Sewage Disposal System Event.

136. The Municipal Defendants had sufficient time prior to June 25-26, 2021 to have implemented proper preventative maintenance procedures and corrective measures (i.e., sewer lining, manhole rehabilitation, replacement of manhole covers) to address the sources of inflow and the hydraulic limitations caused by the buildup of debris arising from the lack of a preventative maintenance program, but they failed to do so.

137. On June 25-26, 2021, the amount of inflow and infiltration captured by the Municipal Defendants' sewer systems exceeded the peak capacity of the sewer system. The peak capacity was also reduced as a result of the accumulation of debris in the sewer systems. This increased the hydraulic grade line within the Sewage Disposal Systems thereby resulting in surcharging throughout the Sewage Disposal Systems. When the Sewage Disposal Systems became surcharged, sewer water back flowed through the Sewage Disposal Systems, through the private property lateral lines and then into private property causing the Plaintiffs and the putative class members to suffer economic damage.

CITY OF DETROIT LOCAL SEWER DISPOSAL SYSTEM DEFECTS

138. The City of Detroit owns and operates a Combined Sewer System throughout the City of Detroit.

139. "Combined sewers are not considered good modern practice."

140. The City of Detroit's Combined Sewers are designed to collect wastewater flow from the homes and other private property located within the City of Detroit and transport that flow to the interceptors.

141. The City of Detroit's Combined Sewer System was designed and constructed to capture stormwater via a network of stormwater inlets (i.e., catchbasins, manholes).

142. These stormwater inlets capture stormwater and redirect an unregulated amount of stormwater flow into the City of Detroit's Combined Sewer System.

143. The peak flow capacity of the stormwater inlets is greater than the peak flow capacity of the City of Detroit Combined Sewer System.

144. The City of Detroit does not maintain a sufficient number of regulators to restrict the amount of flow that is captured by the stormwater inlets to ensure that the peak capacity of the City of Detroit's Combined Sewer System is not exceeded.

145. The City of Detroit's Combined Sewer System should have been designed with sufficient capacity to accommodate stormwater that is captured by the stormwater inlets.

146. The City of Detroit's stormwater inlets should have been designed to capture flow that exceeded the capacity of its combined sewer system.

147. The City of Detroit does not maintain a combined sewer overflow to address the excessive inflow that exceeds the capacity of the City of Detroit's Combined Sewer System that is captured by its stormwater inlets.

148. The City of Detroit knew or should have known in the exercise of reasonable diligence based its ownership, operation, and maintenance of the sewer system that the stormwater captured by the City of Detroit's stormwater inlets exceeded the capacity of the Combined Sewer System.

149. The City of Detroit's Combined Sewer System does not maintain a CSO. Without a CSO, when the Sewage Disposal System becomes surcharged, sewer water back flowed through the Sewage Disposal System, through the private property lateral lines and then into private property properties causing economic damages.

150. The City of Detroit should have regulated the stormwater flows into the Combined Sewer System and/or installed relief sewers to handle the excess flow that was captured by the stormwater inlets in order to prevent the stormwater from exceeding the capacity of its Combined Sewer System.

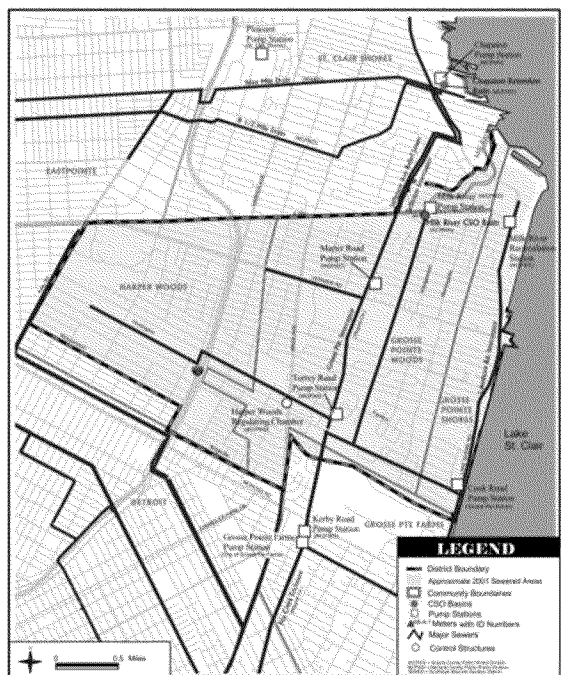
151. On June 25-26, 2021, the amount of stormwater flow captured by the City of Detroit's stormwater inlets exceeded the peak capacity of the Combined Sewer System. This increased the hydraulic grade line within the Sewage Disposal System thereby resulting in surcharging throughout the Sewage Disposal System. When the Sewage Disposal System became surcharged, sewer water back flowed through the Sewage Disposal System through private property lateral lines and then into Plaintiff's home and other private property located within the City of Detroit causing economic damages to Plaintiffs and the putative class members.

NORTHEAST SEWAGE DISPOSAL SYSTEM (NESDS) DEFECTS

152. The NESDS, formerly known as the Northeast Wayne County Sewer District (NEWCSD), consists of the communities of Harper Woods, Grosse Pointe Woods, and Grosse Pointe Shores. The district covers and services all of these communities, with the exception of a small portion of Harper Woods between Roscommon Street and the Detroit boundary.

153. The Milk River Intercounty Drain Drainage District (MRIDDD), formerly known as the Milk River Drainage District is located in the NESDS. This district was formed by Harper Woods and Grosse Pointe Woods, communities discharging into the Milk River.

Northeast Wayne County Sewer District



154. Defendants Harper Woods, Grosse Pointe Woods, and Grosse Pointe Shores, through the NESDS, have an agreement to discharge sanitary and stormwater flows into the GLWA system.

155. The NESDS has a contract peak discharge of 82.1 mgd (127 cfs) to the GLWA system. This agreement includes any flow received from it by the upstream Southeast Macomb Sanitary District (SEMSD).

156. The Grosse Pointe Woods and Harper Woods sewer systems discharge to the Grosse Pointe Interceptor (GPI) through the Milk River System. The Milk River System discharges to the Milk River Pumping Station, which contains three pumps rated as 5,000 gpm (7.2 mgd, 11 cfs). During wet weather, the pumping station discharges flow in excess of 22 cfs to the 18.5 MG Milk River Retention Basin.

157. The entire flow (sanitary and storm flow) from the NESDS is transported into the Fox Creek Enclosure via the Kerby Road Pumping Station. The flow from the Fox Creek Enclosure is then transported into the Detroit/GLWA system via the East Jefferson Relief Sewer, which drains into the Conner Creek Pumping Station.

158. The Kerby Road Pumping Station is the major discharge point for the NESDS. The Kerby Road Pumping Station contains five pumps each rated at 14,200 gpm (2.4 mgd, 31 cfs).

159. The NESDS knew, or should have known in the exercise of reasonable diligence, that the stormwater captured by the NESDS' sewers exceeded the pumping capacity of the Kerby Road Pumping Station.

160. The NESDS should have regulated the stormwater flows into the Sewer System and/or installed relief sewers to handle the excess flow that was captured by the Sewer System in order to prevent the Kerby Road Pumping Station capacity from being exceeded.

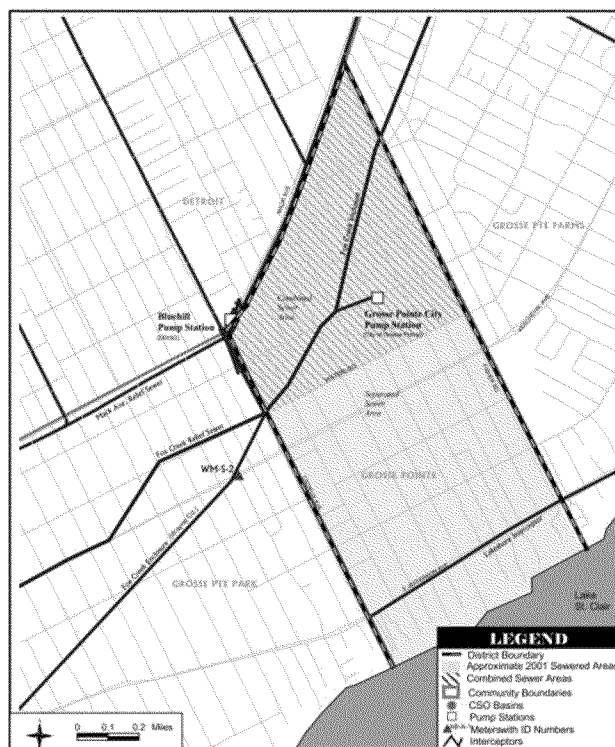
161. During the June 25-26, 2021 Sewage System Disposal Event, the Fox Creek Enclosure surcharged. The NESDS nonetheless attempted to discharge flow into the Fox Creek Enclosure while the system was overwhelmed, substantially causing the flooding of certain Plaintiffs and putative class members' properties.

162. The NESDS does not maintain a CSO to discharge into when the Fox Creek Enclosure is surcharged, in order to prevent and/or limit the discharge flow into the Fox Creek Enclosure from the Kerby Road Pumping Station.

163. On June 25-26, 2021, the amount of stormwater flow captured by the NESDS Sewer System exceeded the peak capacity of the Kerby Road Pumping Station. This increased the hydraulic grade line within the Sewage Disposal System thereby resulting in surcharging throughout the Sewage Disposal System. When the Sewage Disposal System became surcharged, sewer water back flowed through the Sewage Disposal System through private property lateral lines and then into Plaintiffs' home and other private property located within the NESDS causing economic damages to Plaintiffs and the putative class members.

GROSSE POINTE SEWER DISPOSAL SYSTEM DEFECTS

City of Grosse Pointe



164. Defendant City of Grosse Pointe operates and maintains a local sewer system that discharges excess combined flows to the DWSD/GLWA system, which feeds to the Conner Creek Pumping Station and to the Freud Pumping Station.

165. The Grosse Pointe sewer service area is approximately 691 acres.

166. The agreements between Detroit and Grosse Pointe for sewage flow and treatment were established in 1938 and 1940. The agreements were amended in 1941.

167. Based on the agreements, GLWA receives and treats flow from Grosse Pointe, which enters the Detroit system through the Fox Creek Enclosure.

168. Grosse Pointe sewers are allowed a peak flow of 124 mgd (192 cfs) for discharge into the Detroit system.

169. The sewers in Grosse Pointe were mostly constructed prior to 1965, with a large portion constructed between 1930 and 1950.

170. There are approximately 244,000 feet of sewers ranging in size from six-inch diameter to 63-inch by 98-inch arch pipe. The smaller sewers (less than 18-inch diameter) are mostly vitrified clay pipe, while the larger sewers are predominantly reinforced concrete pipe.

171. Grosse Pointe's sewer system is about 70 percent separated and 30 percent combined. The area north of Waterloo (one block north of Kercheval) has combined sewers. However, the sanitary and storm sewers discharge into a common interceptor, which creates a combined sanitary/storm flow as it discharges into the GLWA system.

172. The combined sanitary and storm flows from this area enter the Grosse Pointe Neff Road Pumping Station via this interceptor and are pumped into the Fox Creek Enclosure.

173. The area south of Waterloo has separated sewers with storm sewers discharging into Lake St. Clair through twelve storm outfalls. Sanitary sewers flow to the north and discharge into the main interceptor taking flows to the Grosse Pointe Neff Road Pumping Station.

174. The Grosse Pointe Neff Road Pumping Station contains two small sanitary pumps and four large storm pumps with a total discharge capacity of 294 cfs. The Neff Road Pumping Station discharges flows into the Fox Creek Enclosure, which flows into the Detroit/GLWA system via the City of Grosse Pointe Park's system.

175. The City of Grosse Pointe knew or should have known in the exercise of reasonable diligence based its ownership, operation, and maintenance of the sewer system that the stormwater captured by the City of Grosse Pointe's sewers exceeded the pumping capacity of Grosse Pointe Neff Road Pumping Station.

176. The City of Grosse Pointe should have regulated the stormwater flows into the Sewer System and/or installed relief sewers to handle the excess flow that was captured by the Sewer System in order to prevent the Grosse Pointe Neff Road Pumping Station capacity from being exceeded.

177. During the June 25-26, 2021 Sewage System Disposal Event, the Fox Creek Enclosure surcharged. The City of Grosse Pointe nonetheless attempted to discharge flow into the Fox Creek Enclosure while the system was overwhelmed, substantially causing the flooding of certain Plaintiffs and putative class members' properties.

178. The City of Grosse Pointe does not maintain a CSO to discharge into when the Fox Creek Enclosure is surcharged, in order to prevent and/or limit flow into the Fox Creek Enclosure from the Grosse Pointe Neff Road Pumping Station.

179. On June 25-26, 2021, the amount of stormwater flow captured by the City of Grosse Pointe's Sewer System exceeded the peak capacity of the Grosse Pointe Neff Road Pumping Station. This increased the hydraulic grade line within the Sewage Disposal System thereby resulting in surcharging throughout the Sewage Disposal System. When the Sewage Disposal System became surcharged, sewer water back flowed through the Sewage Disposal System through private property lateral lines and then into Plaintiffs' home and other private property located within the City of Grosse Pointe, causing economic damages to Plaintiffs and the putative class members.

180. The City of Grosse Pointe owns and operates a Combined Sewer System in the City of Grosse Pointe.

181. The City of Grosse Pointe's Combined Sewers are designed to collect wastewater flow from the homes and other private property located within the City of Grosse Pointe and transport that flow to the interceptors.

182. The City of Grosse Pointe's Combined Sewer System was designed and constructed to capture stormwater via a network of stormwater inlets (i.e., catchbasins, manholes).

183. These stormwater inlets capture stormwater and redirect an unregulated amount of stormwater flow into the City of Grosse Pointe's Sewer System.

184. The peak flow capacity of the stormwater inlets is greater than the peak flow capacity of the City of Grosse Pointe Sewer System.

185. The City of Grosse Pointe does not maintain a sufficient number of regulators to restrict the amount of flow that is captured by the stormwater inlets to ensure that the peak capacity of the City of Grosse Pointe's Sewer System is not exceeded.

186. The City of Grosse Pointe's Sewer System should have been designed with sufficient capacity to accommodate stormwater that is captured by the stormwater inlets.

187. The City of Grosse Pointe's stormwater inlets should have been designed to capture flow that exceeded the capacity of its sewer system.

188. The City of Grosse Pointe does not maintain a combined sewer overflow to discharge into in order to address the excessive inflow that exceeds the capacity of the City of Grosse Pointe's Sewer System.

189. The City of Grosse Pointe knew or, in the exercise of reasonable diligence should have known that the stormwater captured by the City of Grosse Pointe's stormwater inlets exceeded the capacity of the Sewer System and the Grosse Pointe Neff Road Pump Station.

190. The City of Grosse Pointe's Sewer System does not maintain a CSO. Without a CSO, when the Sewage Disposal System becomes surcharged, sewer water back flowed through the Sewage Disposal System, through the private property lateral lines and then into private property properties causing economic damages.

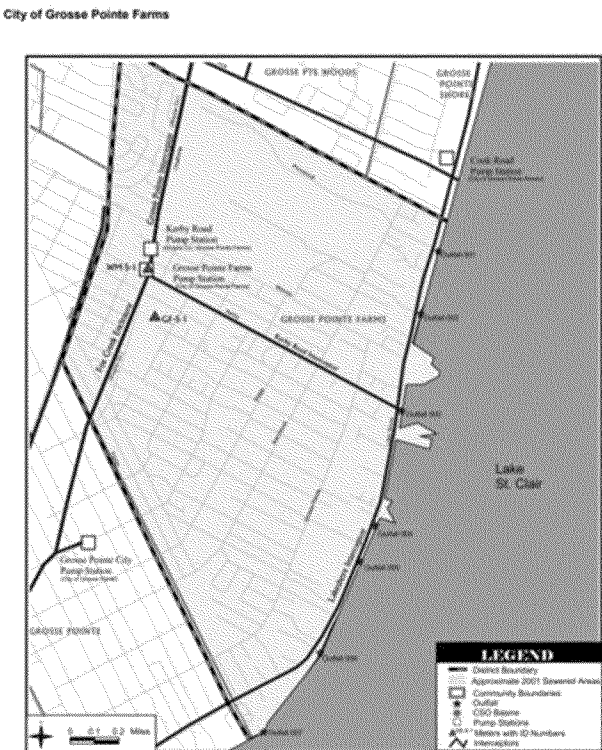
191. The City of Grosse Pointe should have regulated the stormwater flows into the Sewer System and/or installed relief sewers to handle the excess flow that was captured by the stormwater inlets in order to prevent the stormwater from exceeding the capacity of its Sewer System.

192. On June 25-26, 2021, the amount of stormwater flow captured by the City of Grosse Pointe's stormwater inlets exceeded the peak capacity of the Sewer System. This increased the hydraulic grade line within the Sewage Disposal System thereby resulting in surcharging throughout the Sewage Disposal System. When the Sewage Disposal System became surcharged, sewer water back flowed through the Sewage Disposal System through private property lateral

lines and then into Plaintiffs’ home and other private property located within the City of Grosse Pointe causing economic damages to Plaintiffs and the putative class members.

GROSSE POINTE FARMS SEWER DISPOSAL SYSTEM DEFECTS

193. Defendant Grosse Pointe Farms operates and maintains a local sewer system that discharges excess combined flows to the DWSD/GLWA system through the Grosse Pointe Farms Pump Station.



194. The agreement between DWSD/GLWA and Grosse Pointe Farms to discharge flow into the DWSD/GLWA system was reached in 1938 and amended in 1941. The agreement provides for the transport and treatment of all flows entering the GLWA system through the Fox Creek Enclosure.

195. The peak flow allowed for discharge from Grosse Pointe Farms sewers into the GLWA system is 358 mgd (554 cfs), which is equivalent to the Grosse Pointe Farms Pumping Station's capacity.

196. The Grosse Pointe Farms sewers system was constructed as a combined system divided into two distinct areas, the Lake Area and the Fox Creek Area.

197. The Lake Area drains to an interceptor in Lake Shore Drive. An interceptor at Kerby Road conveys wastewater from the Lake Shore interceptor to the Grosse Pointe Farms Pump Station.

198. The Fox Creek Area discharges all combined flows to the Grosse Pointe Farms Pump Station.

199. The Grosse Pointe Farms Pumping Station is located at 305 Chalfonte, immediately adjacent to the Kerby Road Pumping Station. It contains eight pumps and has a capacity of 554 cfs. The pumps vary in size from two gpm sanitary pumps to two large 75,000 gpm storm pumps. Flow from the wet well is pumped into the Fox Creek Enclosure.

200. The Grosse Pointe Farms Pumping Station has known design defects that were a substantial proximate cause of surcharging during the June 25-26, 2021 rain event in that the flow delivered by City of Grosse Pointe Farms' sewers exceeds the capacity of the Grosse Pointe Farms Pumping Station.

201. The City of Grosse Pointe Farms knew or should have known in the exercise of reasonable diligence based its ownership, operation, and maintenance of the sewer system that the stormwater captured by the City of Grosse Pointe Farms' sewers exceeded the pumping capacity of Grosse Pointe Farms Pumping Station.

202. The City of Grosse Pointe Farms should have regulated the stormwater flows into the Sewer System and/or installed relief sewers to handle the excess flow that was captured by the Sewer System in order to prevent the Grosse Pointe Farms Pumping Station capacity from being exceeded.

203. During the June 25-26, 2021 Sewage System Disposal Event, the Fox Creek Enclosure surcharged. The City of Grosse Pointe Farms nonetheless attempted to discharge flow into the Fox Creek Enclosure while the system was overwhelmed, substantially causing the flooding of certain Plaintiffs and putative class members' properties.

204. The City of Grosse Pointe Farms does not maintain a CSO to discharge into when the Fox Creek Enclosure is surcharged, in order to prevent and/or limit the ability of the Grosse Pointe Farms Pump Station to discharge flow into the Fox Creek Enclosure.

205. On June 25-26, 2021, the amount of stormwater flow captured by the City of Grosse Pointe Farms' Sewer System exceeded the peak capacity of the Grosse Pointe Farms Pumping Station. This increased the hydraulic grade line within the Sewage Disposal System thereby resulting in surcharging throughout the Sewage Disposal System. When the Sewage Disposal System became surcharged, sewer water back flowed through the Sewage Disposal System through private property lateral lines and then into Plaintiffs' home and other private property located within the City of Grosse Pointe Farms causing economic damages to Plaintiffs and the putative class members.

206. The City of Grosse Pointe Farms owns and operates a Combined Sewer System in the City of Grosse Pointe Farms.

207. The City of Grosse Pointe Farms' Combined Sewers are designed to collect wastewater flow from the homes and other private property located within the City of Grosse Pointe Farms and transport that flow to the interceptors.

208. The City of Grosse Pointe Farms' Combined Sewer System was designed and constructed to capture stormwater via a network of stormwater inlets (i.e., catchbasins, manholes).

209. These stormwater inlets capture stormwater and redirect an unregulated amount of stormwater flow into the City of Grosse Pointe Farms' Combined Sewer System.

210. The peak flow capacity of the stormwater inlets is greater than the peak flow capacity of the City of Grosse Pointe Farms Combined Sewer System.

211. The City of Grosse Pointe Farms does not maintain a sufficient number of regulators to restrict the amount of flow that is captured by the stormwater inlets to ensure that the peak capacity of the City of Grosse Pointe Farms' Sewer System is not exceeded.

212. The City of Grosse Pointe Farms' Sewer System should have been designed with sufficient capacity to accommodate stormwater that is captured by the stormwater inlets.

213. The City of Grosse Pointe Farms' stormwater inlets should have been designed to capture flow that did exceeds the capacity of its sewer system.

214. The City of Grosse Pointe Farms does not maintain a combined sewer overflow to discharge into in order to address inflow that exceeds the capacity of the City of Grosse Pointe Farms' Sewer System.

215. The City of Grosse Pointe Farms knew or should have known in the exercise of reasonable diligence based its ownership, operation, and maintenance of the sewer system that the stormwater captured by the City of Grosse Pointe Farms' stormwater inlets exceeded the capacity of the Combined Sewer System and the Grosse Pointe Farms Pump Station.

216. The City of Grosse Pointe Farms' Combined Sewer System does not maintain a CSO. Without a CSO, when the Sewage Disposal System becomes surcharged, sewer water back flowed through the Sewage Disposal System, through the private property lateral lines and then into private property properties causing economic damages.

217. The City of Grosse Pointe Farms should have regulated the stormwater flows into the Combined Sewer System and/or installed relief sewers to handle the excess flow that was captured by the stormwater inlets in order to prevent the stormwater from exceeding the capacity of its Combined Sewer System.

218. On June 25-26, 2021, the amount of stormwater flow captured by the City of Grosse Pointe Farms' stormwater inlets exceeded the peak capacity of the Sewer System. This increased the hydraulic grade line within the Sewage Disposal System thereby resulting in surcharging throughout the Sewage Disposal System. When the Sewage Disposal System became surcharged, sewer water back flowed through the Sewage Disposal System through private property lateral lines and then into Plaintiffs' home and other private property located within the City of Grosse Pointe Farms causing economic damages to Plaintiffs and the putative class members.

GROSSE POINTE PARK SEWER SYSTEM DEFECTS

219. Defendant Grosse Pointe Park operates and maintains a local sewer system that directly discharges excess combined flows into the DWSD/GLWA system, which feeds to the Conner Creek Pumping Station and to the Freud Pumping Station.

City of Grosse Pointe Park



220. Defendant Grosse Pointe Park entered into an agreement with DWSD/GLWA in 1938, which provides for the acceptance of sewage flow by the GLWA. The agreement provides for the transportation and treatment of combined sewage flows up to 54 mgd (84 cfs) through the Detroit River Interceptor.

221. The Grosse Pointe Park sewers were constructed as a combined system, and the entire system drains to the Grosse Pointe Park Pumping Station on Jefferson and Maryland Avenue. More recently, the Grosse Pointe Park system has been partially separated, but separation of the system remains incomplete.

222. Although the Fox Creek Enclosure passes through the City of Grosse Pointe, it is not part of the City's sewer system. The city sewers cross under the Fox Creek Enclosure by means of inverted siphons.

223. When some of the Grosse Pointe Park sewer system was separated, the City constructed the Patterson Park Storm Water Pumping Station in 2000. The Patterson Park Storm Water Pumping Station has seven pumps. One storm pump is rated at 1.44 mgd (0.93 cfs). Two storm pumps are rated at 32.40 mgd (21 cfs), and the remaining four storm pumps are each rated at 86.40 mgd (55.8 cfs).

224. The Grosse Pointe Park Pumping Station collects wastewater flows and transports them to the GLWA system. The Grosse Pointe Park Pumping Station has eight pumps. Three sanitary pumps are each rated at 2 mgd (3 cfs). Three storm pumps are each rated at 23 mgd (35.5 cfs) and the remaining two storm pumps are each rated at 97.2 mgd (150 cfs).

225. The three sanitary pumps and the three smaller storm pumps discharge into the Detroit River Interceptor. The two larger storm pumps were sealed shut in 2000. The closing of these two larger storm pumps has resulted in decreased outflow capacity because the City of Grosse Pointe Park failed to separate its entire system. These defects have been attributed as a cause of prior Sewage Disposal System Events.

226. The City of Grosse Pointe Park knew or should have known in the exercise of reasonable diligence based its ownership, operation, and maintenance of the sewer system that the stormwater captured by the City of Grosse Pointe Park's sewers exceeded the pumping capacity of Grosse Pointe Park Pumping Station.

227. The City of Grosse Pointe Park should have regulated the stormwater flows into the Sewer System and/or installed relief sewers to handle the excess flow that was captured by the Sewer System in order to prevent the Grosse Pointe Park Pumping Station capacity from being exceeded.

228. During the June 25-26, 2021 Sewage System Disposal Event, the Detroit River Interceptor surcharged. The City of Grosse Pointe Park nonetheless attempted to discharge flow into the Detroit River Interceptor while the system was overwhelmed, substantially causing the flooding of certain Plaintiffs and putative class members' properties.

229. The City of Grosse Pointe Park does not maintain a CSO to discharge into when the Detroit River Interceptor is surcharged, in order to prevent and/or limit the ability of the Grosse Pointe Park Pumping Station to discharge flow into the Detroit River Interceptor.

230. On June 25-26, 2021, the amount of stormwater flow captured by the City of Grosse Pointe Park's Sewer System exceeded the peak capacity of the Grosse Pointe Park Pumping Station. This increased the hydraulic grade line within the Sewage Disposal System thereby resulting in surcharging throughout the Sewage Disposal System. When the Sewage Disposal System became surcharged, sewer water back flowed through the Sewage Disposal System through private property lateral lines and then into Plaintiffs' home and other private property located within the City of Grosse Pointe Park causing economic damages to Plaintiffs and the putative class members.

231. The City of Grosse Pointe Park owns and operates a Combined Sewer System in the City of Grosse Pointe Park.

232. The City of Grosse Pointe Park's Combined Sewers are designed to collect wastewater flow from the homes and other private property located within the City of Grosse Pointe Park and transport that flow to the interceptors.

233. The City of Grosse Pointe Park's Combined Sewer System was designed and constructed to capture stormwater via a network of stormwater inlets (i.e., catchbasins, manholes).

234. These stormwater inlets capture stormwater and redirect an unregulated amount of stormwater flow into the City of Grosse Pointe Park's Sewer System.

235. The peak flow capacity of the stormwater inlets is greater than the peak flow capacity of the City of Grosse Pointe Park Sewer System.

236. The City of Grosse Pointe Park does not maintain a sufficient number of regulators to restrict the amount of flow that is captured by the stormwater inlets to ensure that the peak capacity of the City of Grosse Pointe Park's Sewer System is not exceeded.

237. The City of Grosse Pointe Park's Sewer System should have been designed with sufficient capacity to accommodate stormwater that is captured by the stormwater inlets.

238. The City of Grosse Pointe Park's stormwater inlets should have been designed to capture flow that exceeded the capacity of its sewer system.

239. The City of Grosse Pointe Park does not maintain a combined sewer overflow to discharge in order to address the excessive inflow that exceeds the capacity of the City of Grosse Pointe Park's Sewer System.

240. The City of Grosse Pointe Park knew or should have known in the exercise of reasonable diligence that the stormwater captured by the City of Grosse Pointe Park's stormwater inlets exceeded the capacity of the Sewer System and the Grosse Pointe Park Farms Pump Station.

241. The City of Grosse Pointe Park's Sewer System does not maintain a CSO. Without a CSO, when the Sewage Disposal System becomes surcharged, sewer water back flowed through the Sewage Disposal System, through the private property lateral lines and then into private property properties causing economic damages.

242. The City of Grosse Pointe Park should have regulated the stormwater flows into the Sewer System and/or installed relief sewers to handle the excess flow that was captured by the

stormwater inlets in order to prevent the stormwater from exceeding the capacity of its Sewer System.

243. On June 25-26, 2021, the amount of stormwater flow captured by the City of Grosse Pointe Park's stormwater inlets exceeded the peak capacity of the Sewer System. This increased the hydraulic grade line within the Sewage Disposal System thereby resulting in surcharging throughout the Sewage Disposal System. When the Sewage Disposal System became surcharged, sewer water back flowed through the Sewage Disposal System through private property lateral lines and then into Plaintiffs' home and other private property located within the City of Grosse Pointe Park causing economic damages to Plaintiffs and the putative class members.

GROSSE POINTE SHORES SEWER DISPOSAL SYSTEM DEFECTS

244. Grosse Pointe Shores is the oldest community in the NESD and has both combined and separated sewers. Most of Grosse Pointe Shores' sewers were constructed between 1949 and 1975, with the largest proportion constructed in the 1950s.

245. The Cook Road Pumping Station, operated by Grosse Pointe Shores, has two sanitary and two storm pumps that direct flow collected Grosse Pointe Shores' sewer system to the GPI.

246. The City of Grosse Pointe Shores knew or should have known in the exercise of reasonable diligence based its ownership, operation, and maintenance of the sewer system that the stormwater captured by the City of Grosse Pointe Shores' sewers exceeded the pumping capacity of Cook Road Pumping Station.

247. The City of Grosse Pointe Shores should have regulated the stormwater flows into the Sewer System and/or installed relief sewers to handle the excess flow that was captured by the Sewer System in order to prevent the Cook Road Pumping Station capacity from being exceeded.

248. During the June 25-26, 2021 Sewage System Disposal Event, the GPI surcharged. The City of Grosse Pointe Shores nonetheless attempted to discharge flow into the GPI while the system was overwhelmed, substantially causing the flooding of certain Plaintiffs and putative class members' properties.

249. The City of Grosse Pointe Shores does not maintain a CSO to discharge into when the GPI is surcharged, in order to prevent and/or limit the ability of the Cook Road Pumping Station to discharge flow into the GPI.

250. On June 25-26, 2021, the amount of stormwater flow captured by the City of Grosse Pointe Shores' Sewer System exceeded the peak capacity of the Cook Road Pumping Station. This increased the hydraulic grade line within the Sewage Disposal System thereby resulting in surcharging throughout the Sewage Disposal System. When the Sewage Disposal System became surcharged, sewer water back flowed through the Sewage Disposal System through private property lateral lines and then into Plaintiffs' home and other private property located within the City of Grosse Pointe Shores causing economic damages to Plaintiffs and putative class members.

251. The City of Grosse Pointe Shores owns and operates a Combined Sewer System in the City of Grosse Pointe Shores.

252. The City of Grosse Pointe Shores' Combined Sewers are designed to collect wastewater flow from the homes and other private property located within the City of Grosse Pointe Shores and transport that flow to the interceptors.

253. The City of Grosse Pointe Shores' Combined Sewer System was designed and constructed to capture stormwater via a network of stormwater inlets (i.e., catchbasins, manholes).

254. These stormwater inlets capture stormwater and redirect an unregulated amount of stormwater flow into the City of Grosse Pointe Shores' Sewer System.

255. The peak flow capacity of the stormwater inlets is greater than the peak flow capacity of the City of Grosse Pointe Shores Sewer System.

256. The City of Grosse Pointe Shores does not maintain a sufficient number of regulators to restrict the amount of flow that is captured by the stormwater inlets to ensure that the peak capacity of the City of Grosse Pointe Shores' Sewer System is not exceeded.

257. The City of Grosse Pointe Shores' Sewer System should have been designed with sufficient capacity to accommodate stormwater that is captured by the stormwater inlets.

258. The City of Grosse Pointe Shores' stormwater inlets should have been designed to capture flow that exceeded the capacity of its sewer system.

259. The City of Grosse Pointe Shores does not maintain a combined sewer overflow to discharge into in order to address the excessive inflow that exceeds the capacity of the City of Grosse Pointe Shores' Sewer System.

260. The City of Grosse Pointe Shores knew or should have known in the exercise of reasonable diligence that the stormwater captured by the City of Grosse Pointe Shores' stormwater inlets exceeded the capacity of the Sewer System and/or the Pumping Station.

261. The City of Grosse Pointe Shores' Sewer System does not maintain a CSO. Without a CSO, when the Sewage Disposal System becomes surcharged, sewer water back flowed through the Sewage Disposal System, through the private property lateral lines and then into private property properties causing economic damages.

262. The City of Grosse Pointe Shores should have regulated the stormwater flows into the Sewer System and/or installed relief sewers to handle the excess flow that was captured by the stormwater inlets in order to prevent the stormwater from exceeding the capacity of its Sewer System.

263. On June 25-26, 2021, the amount of stormwater flow captured by the City of Grosse Pointe Shores' stormwater inlets exceeded the peak capacity of the Sewer System. This increased the hydraulic grade line within the Sewage Disposal System thereby resulting in surcharging throughout the Sewage Disposal System. When the Sewage Disposal System became surcharged, sewer water back flowed through the Sewage Disposal System through private property lateral lines and then into Plaintiffs' home and other private property located within the City of Grosse Pointe Shores causing economic damages to Plaintiffs and the putative class members.

GROSSE POINTE WOODS SEWER DISPOSAL SYSTEM DEFECTS

264. Grosse Pointe Woods has combined sewers, and most of the Grosse Pointe Woods system was constructed before 1929.

265. The Torrey Road Pumping Station, operated by Grosse Pointe Woods, pumps sanitary flows from Grosse Pointe Woods to the Milk River Retention Basin. It has two pumps rated at 2,600 gpm (3.7 mgd, 5.7 cfs) and one pump rated at 20,000 gpm (28 mgd, 43.9 cfs).

266. The City of Grosse Pointe Woods knew or should have known in the exercise of reasonable diligence based its ownership, operation, and maintenance of the sewer system that the stormwater captured by the City of Grosse Pointe Woods' sewers exceeded the pumping capacity of Torrey Road Pumping Station.

267. The City of Grosse Pointe Woods should have regulated the stormwater flows into the Sewer System and/or installed relief sewers to handle the excess flow that was captured by the Sewer System in order to prevent the Torrey Road Pumping Station capacity from being exceeded.

268. During the June 25-26, 2021 Sewage System Disposal Event, the Milk River Retention Basin was overwhelmed. The City of Grosse Pointe Woods nonetheless attempted to

discharge flow into the Milk River Retention Basin while the system was overwhelmed, substantially causing the flooding of certain Plaintiffs and putative class members' properties.

269. The City of Grosse Pointe Woods does not maintain a CSO to discharge into when the Milk River Retention Basin is surcharged, in order to prevent and/or limit the ability of the Torrey Road Pumping Station to discharge flow into the Milk River Retention Basin.

270. On June 25-26, 2021, the amount of stormwater flow captured by the City of Grosse Pointe Woods' Sewer System exceeded the peak capacity of the Torrey Road Pumping Station. This increased the hydraulic grade line within the Sewage Disposal System thereby resulting in surcharging throughout the Sewage Disposal System. When the Sewage Disposal System became surcharged, sewer water back flowed through the Sewage Disposal System through private property lateral lines and then into Plaintiffs' home and other private property located within the City of Grosse Pointe Woods causing economic damages to Plaintiffs and the putative class members.

271. The City of Grosse Pointe Woods owns and operates a Combined Sewer System in the City of Grosse Pointe Woods.

272. The City of Grosse Pointe Woods' Combined Sewers are designed to collect wastewater flow from the homes and other private property located within the City of Grosse Pointe Woods and transport that flow to the interceptors.

273. The City of Grosse Pointe Woods' Combined Sewer System was designed and constructed to capture stormwater via a network of stormwater inlets (i.e., catchbasins, manholes).

274. These stormwater inlets capture stormwater and redirect an unregulated amount of stormwater flow into the City of Grosse Pointe Woods' Sewer System.

275. The peak flow capacity of the stormwater inlets is greater than the peak flow capacity of the City of Grosse Pointe Woods Sewer System.

276. The City of Grosse Pointe Woods does not maintain a sufficient number of regulators to restrict the amount of flow that is captured by the stormwater inlets to ensure that the peak capacity of the City of Grosse Pointe Woods' Sewer System is not exceeded.

277. The City of Grosse Pointe Woods' Sewer System should have been designed with sufficient capacity to accommodate stormwater that is captured by the stormwater inlets.

278. The City of Grosse Pointe Woods' stormwater inlets should have been designed to capture flow that exceeded the capacity of its sewer system.

279. The City of Grosse Pointe Woods does not maintain a combined sewer overflow to discharge into in order to prevent excessive inflow that exceeds the capacity of the City of Grosse Pointe Woods' Sewer System.

280. The City of Grosse Pointe Woods knew or should have known in the exercise of reasonable diligence that the stormwater captured by the City of Grosse Pointe Woods' stormwater inlets exceeded the capacity of the Sewer System and/or the pumping station.

281. The City of Grosse Pointe Woods' Sewer System does not maintain a CSO. Without a CSO, when the Sewage Disposal System becomes surcharged, sewer water back flowed through the Sewage Disposal System, through the private property lateral lines and then into private property properties causing economic damages.

282. The City of Grosse Pointe Woods should have regulated the stormwater flows into the Sewer System and/or installed relief sewers to handle the excess flow that was captured by the stormwater inlets in order to prevent the stormwater from exceeding the capacity of its Sewer System.

283. On June 25-26, 2021, the amount of stormwater flow captured by the City of Grosse Pointe Woods' stormwater inlets exceeded the peak capacity of the Sewer System. This increased the hydraulic grade line within the Sewage Disposal System thereby resulting in surcharging throughout the Sewage Disposal System. When the Sewage Disposal System became surcharged, sewer water back flowed through the Sewage Disposal System through private property lateral lines and then into Plaintiffs' home and other private property located within the City of Grosse Pointe Woods causing economic damages to Plaintiffs and the putative class members.

COUNT I

CLAIM FOR A SEWAGE DISPOSAL SYSTEM EVENT PURSUANT TO MCL 691.1416 ET SEQ.

284. The allegations contained in all paragraphs above are realleged and incorporated as if referenced herein.

285. The aforementioned defects in the Defendants' Sewage Disposal System were a substantial proximate cause of the flooding and damage of Plaintiffs' properties by sewage, water, feces, dirt, debris, and noxious odors that occurred on July 8, 2016 and/or August 15-16, 2016.

286. Plaintiffs suffered from a Sewage Disposal System Event.

287. Plaintiffs' properties were flooded and/or physically invaded by the contents of a sewage disposal system owned or operated by the Defendants.

288. Defendants are appropriate governmental agencies and at the time of the June 25-26, 2021 sewage disposal system event, the Defendants owned or operated and directly or indirectly discharged into the portion of the Sewage Disposal System that allegedly caused damages or physical injury.

289. On or about June 25-26, 2021, Defendants owned or operated and directly or indirectly discharged into the Sewage Disposal System that services the property of the Plaintiffs.

290. As described in detail above, the Sewage Disposal System that serviced Plaintiffs' properties had construction, design, maintenance, operation and/or repair defects which the Defendants knew, or in the exercise of reasonable diligence, should have known about.

291. The Defendants had the legal authority to repair, correct or remedy the defect.

292. Defendants failed to take reasonable steps in a reasonable amount of time to repair, correct or remedy the defect, which defect was a substantial proximate cause of the flooding and damage of Plaintiffs' properties by sewage, water, feces, dirt, debris, and noxious odors.

WHEREFORE, Plaintiffs respectfully requests that this Honorable Court:

A. Declare the Defendants liable to Plaintiffs in an amount in excess of \$25,000.00 for causing water, dirt, debris and other unknown materials to enter and settle upon Plaintiffs' properties;

B. Order the Defendants liable to Plaintiffs for an award of exemplary damages;

C. Award Plaintiffs all costs and attorney fees which resulted from the initiation of this litigation;

D. Award Plaintiffs such other relief as this Court deems just and equitable under the circumstances.

Dated: October 18, 2021

Respectfully submitted,

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By: /s/ David R. Dubin

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**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE**

**JEROME AND JENNIFER DUBRULLE,
EDWARD AND ELLEN KERFOOT,
NICOLE AND MATTHEW NORRIS,
CHADY AND MONA HAURANI,
MARCY TAYLER,
ABBY PAULSON,
ANDREW HASTINGS,
MARGUERITE AND ROBERT KAISER,
MOLLY McCLANAGHAN AND RYAN MORRIS,
PATRICK AND KELLY SHANLEY,
RHONDA FENDERSON,
SARAH FELDMAN,
JOSHUA AND DANIELLE TUCKER, and
JON MARKO,**

On behalf of all others similarly situated,

Plaintiffs,

v.

Case No. 21-014057-NZ
Hon. Annette J. Berry

**GREAT LAKES WATER AUTHORITY,
CITY OF DETROIT,
CITY OF GROSSE POINTE PARK,
CITY OF GROSSE POINTE,
CITY OF GROSSE POINTE FARMS,
CITY OF GROSSE POINTE WOODS,
CITY OF GROSSE POINTE SHORES,
CITY OF HARPER WOODS, and
NORTHEAST WAYNE COUNTY SEWER DISTRICT,**

Defendants.

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Attorneys for Plaintiffs

JURY DEMAND

NOW COME the Plaintiffs in the above-entitled action and demand a trial by jury.

Dated: October 18, 2021

Respectfully submitted,

DUBIN LAW, PLLC

By: /s/ David R. Dubin

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Attorneys for Plaintiffs

Lisa Hathaway

From: Arthur Bryant <arthurwbryant@gmail.com>
Sent: Friday, November 12, 2021 6:08 PM
To: Linda Stephens; Lisa Hathaway
Cc: DJMcCarthy
Subject: Re: Beautification Commission Resignation

CAUTION: This email originated from outside of the organization. DO NOT click links, open attachments or reply to this message unless you recognize the sender and know the content is safe.

Linda,
Thank you very much for all your time and work. Good luck in all you do.
Arthur Bryant
Mayor - Grosse Pointe Woods

On Fri, Nov 12, 2021 at 2:00 PM Linda Stephens <linstephens@comcast.net> wrote:
Hello Mayor Bryant -

My Beautification Commission expires on 12/31/2021. I will not be renewing my commission. This is my official notice that I am resigning from the commission.

I have truly enjoyed my time on the commission, and I thank the city for the opportunity to participate.

Sincerely,
Linda Stephens