



**CITY OF GROSSE POINTE WOODS**  
**\*REVISED\* RESCHEDULED CITY COUNCIL**  
**MEETING AGENDA**

**Monday, November 18, 2024 at 7:15 PM**

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*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: November 14, 2024

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. RECOGNITION OF COMMISSION MEMBERS**

**5. ACCEPTANCE OF AGENDA**

**6. CONSENT AGENDA**

**A. Approval of Minutes**

1. Council 10/21/24

2. Committee-of-the-Whole 10/21/24\* with recommendation

**B. Commission Minutes to be Received and Placed on File**

1. Citizens' Recreation Commission 10/08/24

2. Planning Commission 09/24/24 and 10/22/24

3. Senior Citizens' Commission 07/16/24 and 09/18/24\* Minutes Excerpt with recommendation

4. Tree Commission 09/4/24\* and 10/02/24\*\* each with recommendation

**C. Bids/Proposals/Contracts**

1. MIDC Grant Agreement FY 2024-2025 and the Grosse Pointe Woods Indigent Defense/Independent Contractor Agreement for the Managed Assigned Counsel Coordinator (MACC) Serving the 32F Municipal Court Agreement between the City and Michael P. Kavanaugh

a) Memo 11/13/24 - Assistant City Administrator Como

b) Proposed MIDC Grant Agreement FY 2024-2025

c) Proposed Independent Contractor Agreement for the Managed Assigned Counsel Coordinator Serving the 32F Municipal Court

d) Certificates of Liability/Policy Declaration and Schedule

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cc: Council - 7  
City Administrator  
City Attorney

Treasurer/Comptroller  
City Clerk  
Email Group/Media

Assistant City Administrator  
Post - 4

**D. Claims and Accounts**

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers
  - a) Vernier Rd. Water Main Replacement - Invoice No. 153448 - Proj. No. 0160-0446 - 10/10/24 - \$1,452.10.
  - b) Hampton Rd. Water Main & Resurface (Mack/Marter) - Invoice No. 153449 - Proj. No. 0160-0456 - 10/10/24 - \$84.48.
  - c) Torrey Rd. Pump Station Capital Improvement Plan - Invoice No. 153450 - Proj. No. 0160-0457 - 10/10/24 - \$1,680.00.
  - d) Water System CDSMI - Invoice No. 153451 - Proj. No. 0160-0461 - 10/10/24 - \$2,971.85.
  - e) 2024 Sewer Rehab By Full Length CIPP LIN - Invoice No. 153452 - Proj. No. 0160-0475 - 10/10/24 - \$449.56.
  - f) 2024 Miscellaneous Concrete Program - Invoice No. 153453 - Proj. No. 0160-0477 - 10/10/24 - \$3,498.88.
  - g) 2024-2025 General Engineering - Invoice No. 153455 - Proj. No. 0160-0484 - 10/10/24 - \$660.00.
  - h) LFP Boat Launch Parking Lot - Invoice No. 153458 - Proj. No. 0160-0480 - 10/11/24 - \$12,750.00.
  - i) Ghesquiere & Lakefront Park Bldg. Renovation - Invoice No. 153930 - Proj. No. 0160-0479 - 10/18/24 - \$16,671.00.
  - j) Ghesquiere & Lakefront Park Bldg. Renovation - Invoice No. 153951 - Proj. No. 0160-0479 - 10/28/24 - \$5,750.00.
  - k) Water Service Material Investigation - Proj. No. 0160-0461 - Final Pay Estimate - National Industrial Maintenance, Inc. - 10/25/24 - \$160,500.00.
  - l) 2024 Sewer Rehabilitation by Full Length CIPP Lining - Proj. No. 0160-0475 - Pay Estimate No. 1 - Insituform Technologies USA, LLC - 10/31/24 - \$148,799.32.
  - m) 2024 Concrete Pavement Repair Program - Proj. No. 0160-0477 - Pay Estimate No. 2 - Mattioli Cement Co. LLC - 10/30/24 - \$340,525.86.
2. Hallahan & Associates, P.C. - Professional Services - Invoice No. 22043 - October 2024 - 11/06/24 - \$12,857.96.
3. Keller Thoma - Legal Services - Invoice No. 126651 - October 2024 - 11/01/24 - \$481.25.
4. McKenna - Building/Planning Services
  - a) Invoice No. 21849-96 - Building Services - September 2024 - 10/15/24 - \$53,982.45.
  - b) Invoice No. 22-064-32 - Planning Services - September 2024 - 10/17/24 - \$2,427.50.
5. Plante Moran - Professional Services - Invoice No. 10328996 - June 30, 2024 Financial Statement Audit engagement/General Accounting Consulting - 10/22/24 - \$17,160.00.
6. Rosati, Schultz, Joppich & Amtsbuechler, P.C. - Legal Services - Invoice No. 1082452 - October 2024 - 11/12/24 - \$4,334.02.
7. York, Dolan & Tomlinson, P.C. - Legal Services - Invoice No. 235 - October 2024 - 11/05/24 - \$3,239.50.

**7. COMMUNICATIONS**

- A. Consideration of Approval of the Special Land Use for a Class C Licensed restaurant at 20710 Mack Avenue: Daily Jam GP, LCC
  - 1) Verbal Update - City Planner Wolf
- B. Consideration of Approval of the Special Land Use for a Class C licensed restaurant at 20195 Mack Avenue: BCM Restaurants, LLC
  - 1) Verbal Update - City Planner Wolf
- C. Issuance Recommendation of the City's Remaining Class C Liquor License
  - 1) Memo 11/11/24 - City Administrator Schulte
  - 2) Proposed Agreement Restricting Certain Transfer of Class C Liquor License
  - 3) Proposed Memorandum of Understanding
  - 4) Proposed Local Government Approval Resolution - Form LCC-106

**8. ORDINANCES**

- A. Second Reading - Zoning Ordinance Amendment: Add to Article 5, Section 50-5.22 - Exterior Lighting
  - 1) Council Minutes Excerpt 10/21/24
  - 2) Memo 10/17/24 - City Planner Wolf
  - 3) Proposed Zoning Ordinance Section 50-5.22
  - 4) Affidavit of Legal Publication

**9. NEW BUSINESS/PUBLIC COMMENT**

**10. ADJOURNMENT**

**Paul P. Antolin, MiPMC  
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. \*\*\***

OFFICE OF THE CITY ADMINISTRATOR

**Subject: Recommendations for the Rescheduled Council Meeting of November 18, 2024**

- 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      **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 6      **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 (6A-6D) listed under the consent agenda as presented.

**A. Approval of Minutes**

- 1. Council 10/21/24
- 2. Committee-of-the-Whole 10/21/24\* with recommendation  
\*Recommendation regarding Public Act 152 to adopt option 3: Section 8 – “Exemption” Option – to set a bargained contribution level at “90%/10%”.

**B. Commission Minutes to be Received and Placed on File**

- 1. Citizens' Recreation Commission 10/08/24
- 2. Planning Commission 09/24/24 and 10/22/24

3. Senior Citizens' Commission 07/16/24 and 09/18/24\* Minutes Excerpt with recommendation  
 \*Recommendation requesting funds in the amount of \$300.00 taken from the Senior Citizens' Commission Carry Forward Account #213-000-674.320 to cover expenses for the Holiday Social.
4. Tree Commission 09/4/24\* and 10/02/24\*\* each with recommendation  
 \*Recommendation requesting an annual budget of \$125,000.00 for reforestation. This recommendation is under review by Administration.  
 \*\*Recommendation to order Red Spruce seedlings for the Arbor Day Program.

**C. Bids/Proposals/Contracts**

1. MIDC Grant Agreement FY 2024-2025 and the Grosse Pointe Woods Indigent Defense/Independent Contractor Agreement for the Managed Assigned Counsel Coordinator (MACC) Serving the 32F Municipal Court Agreement between the City and Michael P. Kavanaugh
  - a) Memo 11/13/24 - Assistant City Administrator Como
  - b) Proposed MIDC Grant Agreement FY 2024-2025
  - c) Proposed Independent Contractor Agreement for the Managed Assigned Counsel Coordinator Serving the 32F Municipal Court
  - d) Certificates of Liability/Policy Declaration and Schedule

**D. Claims and Accounts**

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers
  - a) Vernier Rd. Water Main Replacement - Invoice No. 153448 - Proj. No. 0160-0446 - 10/10/24 - \$1,452.10.
  - b) Hampton Rd. Water Main & Resurface (Mack/Marter) - Invoice No. 153449 - Proj. No. 0160-0456 - 10/10/24 - \$84.48.
  - c) Torrey Rd. Pump Station Capital Improvement Plan - Invoice No. 153450 - Proj. No. 0160-0457 - 10/10/24 - \$1,680.00.
  - d) Water System CDSMI - Invoice No. 153451 - Proj. No. 0160-0461 - 10/10/24 - \$2,971.85.
  - e) 2024 Sewer Rehab By Full Length CIPP LIN - Invoice No. 153452 - Proj. No. 0160-0475 - 10/10/24 - \$449.56.
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  - j) Ghesquiere & Lakefront Park Bldg. Renovation - Invoice No. 153951 - Proj. No. 0160-0479 - 10/28/24 - \$5,750.00.

- k) Water Service Material Investigation - Proj. No. 0160-0461 - Final Pay Estimate - National Industrial Maintenance, Inc. - 10/25/24 - \$160,500.00.
  - l) 2024 Sewer Rehabilitation by Full Length CIPP Lining - Proj. No. 0160-0475 - Pay Estimate No. 1 - Insituform Technologies USA, LLC - 10/31/24 - \$148,799.32.
  - m) 2024 Concrete Pavement Repair Program - Proj. No. 0160-0477 - Pay Estimate No. 2 - Mattioli Cement Co. LLC - 10/30/24 - \$340,525.86.
2. Hallahan & Associates, P.C. - Professional Services - Invoice No. 22043 - October 2024 - 11/06/24 - \$12,857.96.
  3. Keller Thoma - Legal Services - Invoice No. 126651 - October 2024 - 11/01/24 - \$481.25.
  4. McKenna - Building/Planning Services
    - a) Invoice No. 21849-96 - Building Services - September 2024 - 10/15/24 - \$53,982.45.
    - b) Invoice No. 22-064-32 - Planning Services - September 2024 - 10/17/24 - \$2,427.50.
  5. Plante Moran - Professional Services - Invoice No. 10328996 - June 30, 2024 Financial Statement Audit engagement/General Accounting Consulting - 10/22/24 - \$17,160.00.
  6. Rosati, Schultz, Joppich & Amtsbuechler, P.C. - Legal Services - Invoice No. 1082452 - October 2024 - 11/12/24 - \$4,334.02.
  7. York, Dolan & Tomlinson, P.C. - Legal Services - Invoice No. 235 - October 2024 - 11/05/24 - \$3,239.50.

Item 7      COMMUNICATIONS

Item 7A      CONSIDERATION OF APPROVAL OF THE SPECIAL LAND USE FOR A CLASS C LICENSED RESTAURANT AT 20710 MACK AVENUE

Prerogative of the City Council to concur with the Planning Commission's recommendation and approve the Special Land Use for a Class C Licensed Restaurant at 20710 Mack Avenue: Daily Jam GP, LLC.

Item 7B      CONSIDERATION OF APPROVAL OF THE SPECIAL LAND USE FOR A CLASS C LICENSED RESTAURANT AT 20195 MACK AVENUE

Prerogative of the City Council to concur with the Planning Commission's recommendation and approve the Special Land Use for a Class C Licensed Restaurant at 20195 Mack Avenue: BCM Restaurants, LLC.

Item 7C      ISSUANCE RECOMMENDATION OF THE CITY'S REMAINING CLASS C LIQUOR LICENSE

Prerogative of the City Council to concur with the recommendation of the Committee-of-the-Whole at their meeting held November 18, 2024, to submit the Local

Government Approval Resolution to the Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission for consideration of issuance of the city's last Class C liquor license be given to the Daily Jam GP, LCC (20710 Mack Avenue), conditioned upon BCM Restaurants, LLC withdrawing its Liquor License application and Daily Jam GP, LLC signing an Agreement Restricting Transfer of the Class C Liquor License.

Item 8      ORDINANCES

Item 8A     SECOND READING - ZONING ORDINANCE AMENDMENT: ADD TO ARTICLE 5, SECTION 50-5.22 – EXTERIOR LIGHTING

Prerogative of the City Council to approve this zoning ordinance amendment regarding the addition to Article 5, Section 50-5.22 (Exterior Lighting) as presented and make it effective 10 days after its enactment.

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     ADJOURNMENT

Upon the conclusion of New Business/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,



Frank Schulte  
City Administrator

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE  
POINTE WOODS HELD ON MONDAY, OCTOBER 21, 2024, IN THE COUNCIL-  
COURTROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA  
DR., GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:38 p.m. by Mayor Bryant.

PRESENT: Mayor Bryant  
Council Members: Brown, Gafa, Granger, Koester, McConaghy  
ABSENT: None

Also Present: City Administrator Schulte  
Assistant City Administrator Como  
City Attorney Walling  
City Treasurer/Comptroller Schmidt  
City Clerk Antolin  
Director of Public Services Kowalski  
Director of Parks and Recreation Gafa  
City Planner Wolf  
Councilmember Elect Motschall

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

The following Commission members were in attendance:

- Catherine Dumke, Senior Citizens' Commission
- James McNelis, Planning Commission

**Motion** by McConaghy, seconded by Gafa, that all items on tonight's **agenda be received, placed on file, and taken in order of appearance.**

Motion carried by the following vote:

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

**Motion** by Granger, seconded by Gafa, that all items (6A-6D) on the **Consent Agenda be approved as presented.**



**A. Approval of Minutes**

1. Council 10/07/24
2. Committee-of-the-Whole 09/16/24\* & 10/07/24\*\* both with recommendations
  - \*Recommendation authorizing AEW to survey properties at Bournemouth, Raymond and Sunningdale and sell the properties through a bid process once the surveys are completed.
  - \*\*Recommendation to appoint James Motschall Jr. to fill the council vacancy with the term to expire at the next local general election in November 2025.
3. Election Commission excerpt 10/14/24 with recommendation and attachments\*
  - \*Recommendation to approve the Certification of Election Inspectors and recommend that City Council approve the rates of pay as presented.
4. Beautification Advisory Commission 09/11/24
5. Citizens' Recreation Commission 09/10/24 with recommendation\*
  - \*Recommendation to use funds from Account No. 101-105-880.200 in the amount not to exceed \$13,000.00 for Winterfest.

**B. Monthly Financial Report**

1. September 2024

**C. Bids/Proposals/Contracts**

1. Lake Front Park - Platform Tennis Courts Repair, Resurfacing, and Repainting
  - a) Memo 10/14/24 - Director of Parks and Recreation Gafa

**D. Claims and Accounts**

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers - 2023 Concrete Pavement Repair Program - Proj. No. 0160-0466 - Final Payment - Mattiolio Cement Co., LLC. - 10/11/24 - \$5,500.00.
2. Hallahan & Associates, P.C. - Professional Services - Invoice No. 21969 - September 2024 - 10/03/24 - \$421.60.
3. Keller Thoma - Legal Services - Invoice No. 126591 - September 2024 - 10/01/24 - \$262.50.
4. Rosati, Schultz, Joppich & Amtsbuechler, P.C. - Legal Services - Invoice No. 1082250 - September 2024 - 10/09/24 - \$5,529.82.
5. WCA - Assessing - Assessing Services - Invoice No. 101424 - November 2024 - 10/14/24 - \$7,534.41.

Motion carried by the following vote:

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

**Motion** by Granger, seconded by Koester, that the City Council concur with the recommendation of the Committee-of-the-Whole at their meeting held October 7, 2024, and appoint James Motschall Jr. to fill the council vacancy with term to expire at the next regular city election, November 4, 2025, and to authorize the City Clerk to administer the Oath of Office.

Motion carried by the following vote:

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

The City Clerk administered the Oath of Office to newly appointed Council Member James Motschall Jr.

The Grosse Pointe Woods-Shores Little League (GPWSLL) representatives Mark Benner, Phil Manino and Rich Inger provided an overview of their fence proposal at Ghesquiere Park dated October 18, 2024. A brief discussion was held regarding the placement of 4' and 6" fences. Also discussed was whether the project should be completed in one or two years depending on the funds available.

**Motion** by Gafa, seconded by McConaghy, regarding the **GPWSLL Fence Proposal**, that the City Council approve the fence replacement for baseball fields #1 and #3 to be budgeted for FY 2024/2025 and fields #2 and #4 to be budgeted for FY 2025/2026 with 4' and 6' fences placed where it is appropriate.

Motion carried by the following vote:

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

**Motion** by McConaghy, seconded by Koester, regarding **Public Act 152: Adoption of the Annual Option for the Publicly Funded Health Insurance Contribution Act**, that the City Council adopt from the proposed resolution, option 3: Section 8 – “Exemption” Option – a local unit of government, as defined in the act, may set a bargained contribution level at “90%/10%”.

Motion carried by the following vote:

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

Mayor Bryant accepted the resignation of James Motschall Jr. from the Historical Commission with regret, and direct that appropriate thanks and recognition be sent to Mr. Motschall.

**Motion** by Brown, seconded by McConaghy, regarding **First Reading: Section 26-34 – Site Grading and Section 26-5 – Residential Plot Plan and Site Plan Submittals**, that the City Council concur with the recommendation of approving this ordinance amendment, set a date of November 18, 2024, for second reading and final adoption, and to authorize the City Clerk to publish same by title in the Grosse Pointe News.

Motion carried by the following vote:

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

**Motion** by Koester, seconded by Granger, regarding **First Reading: Add to Article 5, Section 50-5.22 – Exterior Lighting**, that the City Council concur with the recommendation of approving this zoning ordinance amendment, set a date of November 18, 2024, for second reading and final adoption, and to authorize the City Clerk to publish same by title in the Grosse Pointe News.

Motion carried by the following vote:

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

Under New Business, the following individuals were heard:

- City Clerk Antolin provided reminders:
  - Early Voting (EV) will begin on Saturday, October 26, 2024 through Sunday, November 3, 2024 from hours 8:30 a.m. – 4:30 p.m. in the Garden Room at the Community Center.
  - Absent Voter Counting Board (AVCB) will pre-process Absent Voter (AV) Ballots on Friday & Saturday (November 1 & 2) from 9:00 am – 4:00 pm in the Courtroom.

- City Administrator Schulte thanked and commended the Department of Parks and Recreation and the Department of Public Works for a very successful Hob Nobbin' with the Goblins Event.

Under Public Comment, the following individuals were heard:

- Tom Curcuri, 1627 Sunningdale Dr. – Addressed the Sunningdale Park redevelopment project and submitted a petition opposed to the project.
- Andy Hickman, 1626 Lochmoor Blvd. – Addressed the Sunningdale Park redevelopment project.

**Motion** by Granger, seconded by Gafa, that the City Council receive and place on file the signed petitions opposing the Sunningdale Park redevelopment project submitted by Tom Curcuri.

Motion carried by the following vote:

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

- Tim Addy, 20403 Sunningdale Park – Addressed the Sunningdale Park redevelopment project.

**Motion** by Granger, seconded by Koester, to **adjourn tonight's meeting** at 8:07 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

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Paul P. Antolin  
City Clerk

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Arthur W. Bryant  
Mayor

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, OCTOBER 21, 2024, IN THE CONFERENCE ROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA DRIVE, GROSSE POINTE WOODS, MICHIGAN.

Mayor Bryant called the meeting to order at 7:00 p.m.

PRESENT: Mayor Bryant  
Council Members: Brown, Gafa, Granger, Koester, McConaghy  
ABSENT: None

Also Present: City Administrator Schulte  
Assistant City Administrator Como  
City Attorney Walling  
City Clerk Antolin  
City Treasurer/Comptroller Schmidt  
Councilmember Elect Motschall  
Manquen Vance Representative Kowalski

**Motion** by Granger, seconded by Brown, that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

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

The Treasurer/Comptroller provided an overview of the FY 2023-2024 General Fund Balance Analysis. He stated that the audit is 95% completed with a budgeted deficit of \$1.58 Million. After the completion of the audit, the fund balance is estimated to have an increase of approximately \$89,000 bringing the Fund Balance to 44%. After the projected FY 2024-2025 Budget a deficit of approximately \$1.1 Million is estimated to decrease the Fund Balance to 35%.

Treasurer/Comptroller answered questions from the Committee-of-the-Whole regarding other projects affecting the budget as well as tip or techniques to consistently and accurately plan for the future.

The next item discussed was Public Act 152: Adoption of the Annual Option for the Publicly Funded Health Insurance Contribution Act. John Kowalski of Manquen Vance provided an overview of the options offered to the city.

In 2017, the City of Grosse Pointe Woods elected the Hard Cap option under PA 152. The Hard Cap cost is included in the city's union contracts and states that all employees are obligated to pay the amount that exceeds the limit.

In 2024, the Hard Cap exceeded the allowable limit by \$86,113. The Council voted to opt out of covering the overage, and employees were not charged.

In 2025, the Hard Cap will exceed the allowable limit again in the amount of \$268,083. Furthermore, it is estimated to increase an additional 3% in 2026.

Manquen Vance has prepared the city with the following options:

1. Cover Hard Cap overage
2. 80/20
3. 90/10 (Opt-Out)

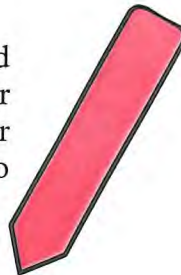
After meeting and reviewing PA 152 options with Manquen Vance, Administration has come up with a 3-year step plan that would ultimately move to the 80/20 plan as required by PA 152. To ease the financial increase to the employees, it is recommended to follow a 3-year step plan: 2025 to move to option#3: 90/10 opt-out; 2026 85/15 opt-out; 2027 80/20 as required by PA 152. The opt-out options require a 2/3 vote of the governing body.

Mr. Kowalski answered questions from the Committee. The Committee-of-the-Whole suggested to consider factors causing inflated costs in order to look ahead and provide better recommendations. In addition, the Committee wanted to emphasize the importance of clear communications with the employees. There was a consensus of the Committee-of-the-Whole to move forward with the 3-year plan.

**Motion** by McConaghy, seconded by Brown, that the Committee-of-the-Whole recommend to City Council to select option 3 – Section 8 – “Exemption” Option – a local unit of government, as defined in the act, to set a bargained contribution level at “90/10%”.

Motion carried by the following vote:

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



**Motion** by McConaghy, seconded by Granger, to immediately certify the minutes of tonight's meeting.

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, Koester, McConaghy

No: None

Absent: None

Under **New Business/Public Comment**, no one wished to be heard.

**Motion** by Granger, seconded by Brown, that the meeting of the Committee-of-the-Whole be adjourned at 7:33 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

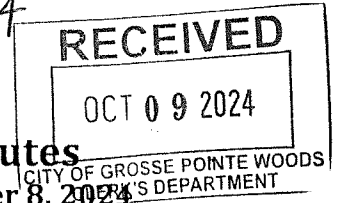
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Paul P. Antolin  
City Clerk

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Arthur W. Bryant  
Mayor

Commission Approved November 12, 2024



**Citizens' Recreation Commission Meeting Minutes**  
Meeting of the Citizens' Recreation Commission was held on October 8, 2024 at Grosse Pointe Woods, Michigan.

**CALLED TO ORDER: 7:01pm**

**PRESENT:**

Melinda Billingsley

Barb Janutol

Abby Klotz

Tony Rennpage

Amanda Starkey

Amanda York

Gib Heim

Lindsay Fratarolli

**ABSENT:**

Dave Andrews

**ALSO PRESENT:** Angela Coletti-Brown, Owen Gafa

**APPROVAL OF THE AGENDA:**

**Motion** was made for acceptance of the agenda for October 8, 2024 with amendments to add a regular Treasurer Report and change "Supervisor's Report" to "Director's Report" by Starkey and seconded by Barb Janutol.

**Approval of motion:**

**Yes:** Billingsley; Janutol; Klotz; Rennpage; Starkey; York; Heim; Fratarolli

**No:** None

**Absent:** Andrews

**APPROVAL OF THE MINUTES:**

**Motion** was made for the approval of minutes from Sept 10, 2024 by Janutol, second by Heim.

**Approval of motion:**

**Yes:** Billingsley; Janutol; Klotz; Rennpage; Starkey; York; Heim; Fratarolli



**No:** None  
**Absent:** Andrews

**DIRECTOR'S REPORT:**

- Hob Nobbin still has some tickets remaining. Around 800 resident and 100 nonresident tickets sold so far
- Polar Express tickets will go on sale later this month

**COUNCIL REPORT:**

- 2025 is GPW's 75th anniversary; there is a committee for planning events.
  - looking at July Music on the Lawn and possibly Dec 11th (actual anniversary)
- 2 Lakefront tennis courts were resurfaced in September

**TREASURER REPORT:**

- Some Fishing Derby budget items need to be added to internal spreadsheet; but overall came in under budget

**OLD BUSINESS:**

- **Park Improvement Plan**

**Motion** to submit Park Improvement Plan and cover letter to City Council made by Klotz, second by Fratarolli

**Approval of motion:**

**Yes:** Billingsley; Janutol; Klotz; Rennpage; Starkey; York; Heim; Fratarolli

**No:** None

**Absent:** Andrews

- **WinterFest**
  - Subcommittee will contact additional local mascots
  - Looking into possibility of having inflatables

**PUBLIC COMMENT:**

- None

**ADJOURNMENT:**



**Motion** was made to adjourn the meeting by Klotz and seconded by Barb Janutol.

**Approval of motion:**

**Yes:** Billingsley; Janutol; Klotz; Rennpage; Starkey; York; Heim;  
Fratarolli

**No:** None

**Absent:** Andrews

**Meeting Adjourned at 7:49 pm.**

Respectfully submitted by: Melinda Billingsley, Secretary of the Grosse Pointe  
Woods Citizen's Recreation Commission.

Commission Approved October 22, 2024

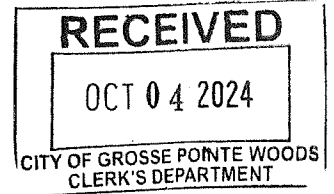
PLANNING COMMISSION  
09-24-24 - 36

MINUTES OF THE REGULAR **PLANNING COMMISSION** MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON **SEPTEMBER 24, 2024**, 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 7:01 p.m. by Chair McNelis.

Roll Call: Chair McNelis  
Commission Members: Fenton, Fuller, Gilezan, O'Keefe  
Absent: Hamborsky (arrived 7:02), Vitale

Also Present: City Planner, Brigitte Wolf  
Recording Secretary, Gretchen Miotto  
Council Representative Kenneth Gafa



**MOTION** by Fuller, seconded by Fenton, to excuse Commission Members Hamborsky and Vitale from attendance at tonight's meeting.

Motion carried by the following vote:

YES: Fenton, Fuller, Gilezan, McNelis, O'Keefe  
NO: None  
ABSENT: Hamborsky, Vitale

Chair McNelis recognized Council Representative Gafa.

The Planning Commission, staff, and the public, Pledged Allegiance to the U. S. Flag.

**MOTION** by O'Keefe, seconded by Fuller, to amend tonight's agenda to include the memorandum on short term rentals under New Business.

Motion carried by the following vote:

YES: Fenton, Fuller, Gilezan, Hamborsky, McNelis, O'Keefe  
NO: None  
ABSENT: Vitale

**MOTION** by Fenton, seconded by O'Keefe, that the July 23, 2024, Planning Commission meeting minutes be approved as presented, and that the August 2024 meeting was cancelled.

Motion carried by the following vote:

YES: Fenton, Fuller, Gilezan, Hamborsky, McNelis, O'Keefe  
NO: None  
ABSENT: Vitale

The first item on the agenda, under New Business, is **Discussion on Input Received on the Master Plan Draft During the Public Review Period.**

Planner Wolf provided an overview of the input received to date from four emails. The parking system was one topic raised with the suggestion of moving away from the coin system and to a more modern system. Planner Wolf had an update from city administration that the Department of Public Works is already working with companies that provide smartphone applications and are trying to find the right company that doesn't increase the price too much for both the city and the user. Another topic was to increase the vertical height of commercial buildings. The last topic was related to changing the median on Mack Avenue to be angled parking and to have the first residential block off of Mack be designated for business day use parking from 9 am to 6 pm.

Discussion ensued on whether parking should be included in the Master Plan. It was agreed to include the topic of parking technology in the Master Plan and to add it to the Action Plan. Giffels Webster will provide a summary of the public input received during the review period and any input from the Public Hearing which will be held in October 2024.

Chair McNelis raised the issue that residents would not be amenable to the idea of the first residential block being designated for business day use. All commission members agreed.

Discussion ensued around updated parking technology, including an option for cashless, or app-based, parking meters (or dual cash and cashless) such as the City of Grosse Pointe.

**MOTION** by Gilezan, seconded by Fuller, that the Planning Commission recommend that Giffels Webster amend the Mack Avenue Corridor Plan, as well as the Action Plan for the Grosse Pointe Woods Master Plan, related to updated parking technology.

Motion carried by the following vote:

YES: Fenton, Fuller, Gilezan, Hamborsky, McNelis, O'Keefe  
NO: None  
ABSENT: Vitale

The next topic was under **New Business** and the **McKenna Memorandum on Short-Term Rentals.**

**MOTION** by Fuller, seconded by O'Keefe, that the Planning Commission receive and place on file the McKenna memorandum on short-term rentals.

Motion carried by the following vote:

YES: Fenton, Fuller, Gilezan, Hamborsky, McNelis, O'Keefe  
NO: None  
ABSENT: Vitale

Planner Wolf provided an overview of short-term rentals and that it has come up frequently lately, not only in Grosse Pointe Woods, but in surrounding communities. Grosse Pointe Woods does not allow short-term rentals, but we do not have specific language in our ordinance to enforce that. We do not currently have the ability to identify any short-term rentals that may be occurring in our city. This is a timely topic and it may be something we want to address in the Master Plan. As for surrounding communities, only the City of Grosse Pointe and Grosse Pointe Park have specific language on what is allowed and not allowed.

Planner Wolf provided an update on state-level activity on the topic. Two years ago, the state was considering it, but that has not moved forward. The decision on short-term rentals will remain at a local level. Grosse Pointe Woods does not issue permits for short-terms rentals, just rentals in general. When the property turns over, we are supposed to be notified, but this is not always happening.

Discussion was had on whether this is a topic for the Master Plan or if a new ordinance should be considered. Planner Wolf recommended this be acknowledged in the Master Plan as to whether or not we should permit short-term rentals in a broad sense, and discuss it more in-depth at a later Planning Commission. The City of Grosse Pointe did include the topic in their Master Plan which led to adoption of an ordinance. Planner Wolf recommended short-term rentals be included as part of the Zoning Plan, which is part of the Action Plan.

**MOTION** by Gilezan, seconded by Hamborsky, that the Planning Commission request Giffels Webster include the review of short-term rentals as part of the Master Plan, under the Action Plan housing category.

Motion carried by the following vote:

YES: Fenton, Fuller, Gilezan, Hamborsky, McNelis, O'Keefe  
NO: None  
ABSENT: Vitale

There were no items under **Old Business**.

The next item on the agenda was the **Building Official's Monthly Report**.

Planner Wolf provided an overview of the Building Official's July & August reports.

The next item on the agenda was the **Council Report/s for August**. Commissioner Hamborsky reported on the August 12 and August 19 City Council meetings. Commissioner O'Keefe reported on the September 9 and September 16 City Council meetings.

Commissioner McNelis will cover the October City Council meetings.

Under **Public Comment**, the following were heard:

- Margaret Potter, 1834 Allard, spoke in opposition to business parking in residential blocks, and in support of Dan Curis for the remaining Class C liquor license.
- Mollie MacKinnon, 1120 Vernier, applicant for a vacancy on the Planning Commission, introduced herself.
- Mr. and Mrs. Ball, 1891 Lochmoor, spoke about beautification in the city and the lack of maintenance in some of the easements around businesses.
- William Marx, 853 Crescent Lane, applicant for a vacancy on the Planning Commission, introduced himself.

**MOTION** by Hamborsky, seconded by O'Keefe, to adjourn at 7:49 p.m.

Motion carried by the following vote:

YES: Fenton, Fuller, Gilezan, Hamborsky, McNelis, O'Keefe

NO: None

ABSENT: Vitale

Respectfully Submitted,  
Gretchen Miotto  
Clerk's Confidential Administrative Assistant & Recording Secretary

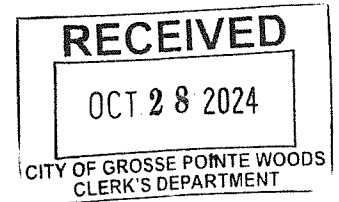
Commission Approved October 29, 2024

PLANNING COMMISSION  
10-22-24 - 40

MINUTES OF THE REGULAR **PLANNING COMMISSION** MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON **OCTOBER 22, 2024**, 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 Chair McNelis.

Roll Call: Chair McNelis  
Commission Members: Fenton, Gilezan, O'Keefe, Hamborsky, Vitale  
Absent: Fuller



Also Present: City Planner, Brigitte Wolf  
Recording Secretary, Gretchen Miotto  
Council Representative Kenneth Gafa  
Rose Kim, Giffels Webster  
Jill Bahm, Giffels Webster

**MOTION** by Gilezan, seconded by Vitale, to excuse Commission Member Fuller from attendance at tonight's meeting.

Motion carried by the following vote:  
YES: Fenton, Gilezan, McNelis, O'Keefe, McNelis, Vitale  
NO: None  
ABSENT: Fuller

Chair McNelis recognized Council Representative Gafa.

The Planning Commission, staff, and the public, Pledged Allegiance to the U. S. Flag.

**MOTION** by Fenton, seconded by Gilezan, to accept tonight's agenda as presented.

Motion carried by the following vote:  
YES: Fenton, Gilezan, McNelis, O'Keefe, McNelis, Vitale  
NO: None  
ABSENT: Fuller

MOTION by Vitale, seconded by Gilezan, that the September 24, 2024, Planning Commission meeting minutes be approved as presented.

Motion carried by the following vote:

YES: Fenton, Gilezan, McNelis, O'Keefe, McNelis, Vitale

NO: None

ABSENT: Fuller

The first item on the agenda was to host a **Public Hearing to Consider the Draft Master Plan for Adoption.**

**MOTION** by O'Keefe, seconded by Gilezan, to open the **public hearing for the Consideration of the Draft Master Plan for Adoption.**

Motion carried by the following vote:

YES: Fenton, Gilezan, McNelis, O'Keefe, McNelis, Vitale

NO: None

ABSENT: Fuller

Chair McNelis opened the public hearing for the **Consideration of the Draft Master Plan for Adoption** at 7:03 pm.

No one wished to speak in support of the Master Plan.

No one wished to speak in opposition of the Master Plan.

There were no comments from the public.

**MOTION** by Vitale, seconded by Gilezan, to keep the public hearing for the Draft Master Plan open until the Special Planning Commission meeting on October 29, 2024.

Motion carried by the following vote:

YES: Fenton, Gilezan, McNelis, O'Keefe, McNelis, Vitale

NO: None

ABSENT: Fuller

The second item on the agenda was to host a **Public Hearing to Consider Special Land Use for a Class C, SDM licensed restaurant at 20710 Mack Avenue.**

**MOTION** by Gilezan, seconded by O'Keefe, to open the **public hearing to Consider Special Land Use for a Class C, SDM licensed restaurant at 20710 Mack Avenue.**



Motion carried by the following vote:

YES: Fenton, Gilezan, Hamborsky, McNelis, O'Keefe  
NO: None  
ABSTAIN: Vitale  
ABSENT: Fuller

Chair McNelis opened the public hearing to **Consider Special Land Use for a Class C, SDM licensed restaurant at 20710 Mack Avenue** at 7:06 pm.

Victor Ansara provided an overview of their project, The Daily Jam. They are in discussions with Lola's Taco Bar about the liquor license and have offered to pay for half of the cost of a Class C license that would need to be purchased. Ansara discussed the criteria that City Council requested and that they meet all of them. Dan Curis' long-time relationship in the City of Grosse Pointe Woods (65 years), and surrounding communities was reviewed, along with the background of the other partners in this project. Support from the Planning Commission was requested.

No one wished to speak in opposition of the project.

**MOTION** by Fenton, seconded by O'Keefe, to close the public hearing to **Consider Special Land Use for a Class C, SDM licensed restaurant at 20710 Mack Avenue**

Motion carried by the following vote:

YES: Fenton, Gilezan, Hamborsky, McNelis, O'Keefe  
NO: None  
ABSTAIN: Vitale  
ABSENT: Fuller

Chair McNelis closed the public hearing at 7:17 pm.

The third item on the agenda was to host a **Public Hearing to Consider Special Land Use for a Class C licensed restaurant at 20195 Mack Avenue.**

**MOTION** by Gilezan, seconded by Hamborsky, to open the **public hearing to Consider Special Land Use for a Class C licensed restaurant at 20195 Mack Avenue.**

Motion carried by the following vote:

YES: Fenton, Gilezan, Hamborsky, McNelis, O'Keefe  
NO: None  
ABSTAIN: Vitale  
ABSENT: Fuller

Chair McNelis opened the public hearing to **Special Land Use for a Class C licensed restaurant at 20195 Mack Avenue** at 7:18 pm.

Branden McRill provided an overview of the project, Lola's Taco Bar, along with his background, experience and relationships with well-known chefs, restaurants, and hotels. He has opened restaurants in New York and won a Michelin Star within 3.5 months of opening, which is the fastest any restaurant has earned that award. McRill returned to Grosse Pointe Woods with his family and has a desire to open a local restaurant, Lola's. Support from the Planning Commission was requested.

No one wished to speak in opposition of the project.

**MOTION** by Gilezan, seconded by Hamborsky, to close the public hearing to **Consider Special Land Use for a Class C licensed restaurant at 20195 Mack Avenue.**

Motion carried by the following vote:

YES: Fenton, Gilezan, Hamborsky, McNelis, O'Keefe

NO: None

ABSTAIN: Vitale

ABSENT: Fuller

Chair McNelis closed the public hearing at 7:23 pm.

Chair McNelis stated that the Special Land Use Public Hearings were to gather comments from the Public and there will be no action taken this evening on those or the site plan reviews. These items will be discussed on October 29, 2024. Both Special Land Use requests will go before City Council on November 18, 2024.

The next topic under **New Business** was to **Consider Recommending the Master Plan for Adoption.**

Discussion ensued with Kim, of Giffels Webster, providing an overview of the plan to date. Bahm, of Giffels Webster, outlined the next steps, which are to lay out the implementation priorities. The Planning Commission has the authority to adopt the Master Plan, which does not require City Council adoption for it to go into effect. The Public Hearing will remain open for public review and feedback until October 29. Giffels Webster updated the plan to include public parking meters, and included that in the Transportation Goal Page and in the Mack Avenue Corridor Plan. They also added and short-term rentals and that the topic is considered for prioritization.

The Planning Commission reviewed the two public comments from residents on Ford Court. According to the deed restrictions on those properties that are on Ford Court and have secondary frontage on Mack Avenue, dental/medical businesses are allowed if the owner also lives on-site. Giffels Webster determined no action was required as the Master Plan is not changing anything related to that, and the city does not enforce deed restrictions. If there were to be development in the future, that is when this might be addressed. Upon review of the covenants, there are a few that are illegal and therefore unenforceable. The Master Plan does not include re-zoning.

Giffels Webster recommended that the Planning Commission determine which items should be

addressed first, some smaller items along with larger items. At the special meeting on October 29, the Planning Commission will consider adopting the Master Plan and forward it to City Council.

Council Member Gafa suggested that the Master Plan be discussed with Council at a Committee of the Whole, on a convenient date for City Council.

The Planning Commission expressed desire to discuss this at a Committee of the Whole as soon as possible. The Planning Commission will recommend the Master Plan to City Council, with a list of top priorities, and recommendations, both short term and long term, in order to gain administrative and financial planning support.

Planning Commission members will bring their top priorities to the October 29, 2024, meeting.

**MOTION** by Vitale, seconded by Hamborsky, that the Planning Commission postpone adoption of the Master Plan to October 29, 2024.

Motion carried by the following vote:

YES: Fenton, Gilezan, Hamborsky, McNelis, O’Keefe, Vitale

NO: None

ABSENT: Fuller

The Planning Commission discussed who would be granting the Class C Liquor License and Planner Wolf confirmed that both projects are required to have a Special Land Use. The Planning Commission’s recommendation on the Special Land Use does not impact the selection of the liquor license. The City Council will make the final determination of who will be granted the license. The City Administration has facilitated discussion between the petitioners on sharing the cost of the additional license, which is expected to be around \$70K.

There were no items under Old Business.

The next item on the agenda was the **Building Official’s Monthly Report**.

Planner Wolf provided an overview of the Building Official’s September and October 2024 reports.

The next item on the agenda was the **Council Report/s for August**. Commissioner McNelis reported on the October 7<sup>th</sup> & October 21<sup>st</sup> City Council meetings. The two new members of the Planning Commission were approved and their attendance is expected at the next meeting upon taking the oath.

Commissioner Vitale will cover the November City Council meetings.

Under **Public Comment**, the following were heard:

- Margaret Potter, 1934 Allard, spoke about the Sunningdale Park development and whether Giffels Webster may have any insight.

**MOTION** by Gilezan, seconded by Fenton, to adjourn at 8:15 p.m.

Motion carried by the following vote:

YES: Fenton, Gilezan, Hamborsky, McNelis, O'Keefe, Vitale

NO: None

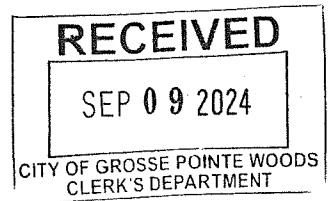
ABSENT: Fuller

Respectfully Submitted,

Gretchen Miotto

Clerk's Confidential Administrative Assistant & Recording Secretary

Commission Approved September 18, 2024



**SENIOR CITIZENS' COMMISSION  
MINUTES OF July 16, 2024, MEETING**

**CALL TO ORDER:**

Ron Wehrmann, Treasurer, Acting Chair, called the meeting to order at 4:02 PM.

**ROLL CALL:**

Commission Members:

Present: Catherine Dumke, Karen Everham, Karen McLeod, Pamela Solomon, Janet Weber, Ron Wehrmann, Don Witt, and Heidi Uhlig-Johnstone (Helm Life Center), constituting a quorum.

Absent: Kevin Quasarano

Rita O'Farrell, the City of GPW Recreation and Event Programmer, was also in attendance. City Council Representative Vicki Granger was unable to attend.

**APPROVAL OF MINUTES:**

Motion by Weber, seconded by McLeod, to approve the minutes of the Senior Citizens' Commission meeting held on May 17, 2024. Said motion passed unanimously.

**OLD BUSINESS:** In further review of Ice Cream Social held May 17, 2024, and Director Kosanke's presentation warning of check washing, it should be noted that this Commission provided a gel pen, with directions for its use to prevent check washing, to each attendee of this event.

**NEW BUSINESS**

Heidi Uhlig-Johnstone advised that the Senior Expo will again be held at Assumption Center on Thursday, October 17, 2024. We, as well as the GPW Parks & Recreation Department, are invited to have a table at the event

**DISCUSSION ITEMS:**

**Plans for Seniors' Picnic at Lakefront Park on Wednesday, September 18, 2024, 11:00 a.m. – 1:00 p.m.**

Plans for the picnic include lunch to again be provided by National Coney, ice cream by Wally's, with the Commission to provide chips and beverages. Bingo, with prizes, as well as a presentation by Rita O'Farrell about GPW trips and outings (she will bring flyers), are anticipated.

**Request for Funds for Picnic**

Motion by Wehrmann, seconded by Weber, that a request for funds in the amount of \$1,800 be submitted to the City Council to cover the expenses of the September 18, 2024, Senior Picnic. Said motion passed unanimously.

**Request for immediate certification**

Motion by Solomon, seconded by Uhlig-Johnstone, to recommend to the Mayor the immediate certification of the previous motion for request for funds of \$1,800 to cover the expenses of the September 18, 2024, Senior Picnic. Said motion passed unanimously.

**TREASURER'S REPORT:** Treasurer, Ron Wehrmann, presented his report to the Commission, advising of the present account balance of \$7,663.47. He presented a brief history of the origins of the account and suggested that there be further discussion at future meetings as to the possible use of these funds.

**PUBLIC COMMENT**

No members of the public were in attendance.

**ADJOURNMENT**

Motion made by Solomon, seconded by Weber, that the meeting adjourn. Motion passed unanimously. Meeting adjourned at 4:35 PM.

The next meeting of this Commission will be held on Wednesday, September 18, 2024, at 1:00 PM, at the Grosse Pointe Woods Lakefront Park, following the picnic.

**It is requested that, on the day of the picnic, Committee Members arrive at the park at 10:00 AM to assist with set up for the event.**

Respectfully submitted,

Catherine Dumke, Secretary

**Excerpt from September 18, 2024 Senior Citizens' Commission Minutes:**

**Discussion Items:**

**A. Friday, December 6, 2024, Holiday Social**

A general discussion followed regarding this Commission's participation in the Holiday Social, resulting in the following motions.

Motion by Karen Everham, seconded by Heidi Uhlig-Johnstone, that a request for funds in the amount of \$300, to be taken from the Senior Citizens' Commission Carry Forward Account #213-000- 674.320, be submitted to City Council to cover expenses towards desserts for the Holiday Social. Said motion passed unanimously.

**REQUEST FOR IMMEDIATE CERTIFICATION OF MINUTES**

Motion by Karen McLeod, seconded by Don Witt, to recommend to the Mayor the immediate certification of the previous motions for requests for funds of \$300, to be taken from the Senior Citizens' Commission Carry Forward Account #213-000-674.320, be submitted to City Council to cover expenses towards desserts for the Holiday Social towards the expense of desserts at the Holiday Social, and \$100, to be taken from the City's General Fund , for the purchase of ten \$10 Kroger gift cards as prizes for the Holiday Social. Said motion passed unanimously.

Motion by Janet Weber, seconded by Pamela Solomon, that a request for funds in the amount of \$100, to be taken from the City's General Fund, be submitted to City Council to cover the expense of the purchase of ten \$10 Kroger gift cards as prizes for the Holiday Social. Said motion passed unanimously.

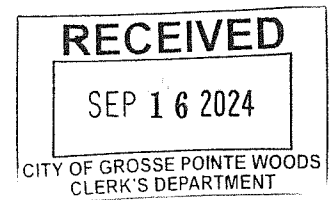
Commission Approved Oct 2, 2024

**Minutes of the Grosse Pointe Woods Tree Commission Meeting September 4, 2024.**

The meeting was called to order by Vice-Chair Gaskin at 7:40 p.m.

The following members were present:

Kate Colborn  
Laura Gaskin  
Gary Lechner  
Paul Lechner  
Tim Madigan  
Mary Ellen Meyering  
Christina Pitts  
Randy Rennpage  
Steve Skorupski



The following members were excused:

Dave Andrews  
Maria Galbo

The following members were absent:

The following were also in attendance:

Michael Koester, Council Representative

Motion by Rennpage, seconded by Madigan to approve the agenda for the meeting September 4, 2024 passed by the following vote:

Yes: 8 No: 0 Absent: 3

Motion by Madigan, seconded by Rennpage to approve the minutes for the meeting June 5, 2024, passed by the following vote:

Yes: 8 No: 0 Absent: 3

**Treasurer's Report:**

Randy Rennpage reported that there is a new contact at the city, LaToya has replaced Steve Schmidt. The only change has been \$80 in donations made since the last meeting.

**Old Business:**

We welcome Christina Pitts as an official member of the Commission!

Budget discussion was deferred as Chair Lechner was to arrive late due to a schedule conflict.

Madigan suggested waiting on the Tree Dedication plan until the new year. G Lechner will create an outline for discussion for both the Tree Dedication and Arbor Day activities.

Andrews was absent, but has put together a request for a \$20,000 Michigan DNR Community Forestry Grant, He will finalize it with assistance from G Lecher and submit it this month.



**New Business:**

There was much discussion about where we as a Commission should direct our energy. We identified four areas that need to be improved: the boulevards of Mack Ave, the City Hall grove areas, Memorial Tree planning, and improvement of the tree canopy in the neighborhoods. Our plans need to include such areas as use of native species, diversity, a mix of evergreen and deciduous trees, possibly instituting a tree replacement ordinance and use of landscape architects.

Following some discussion a motion was made:

Motion by Madigan, seconded by Rennpage that we ask the City to budget \$125,000 annually for reforestation of the Grosse Pointe Woods tree canopy with the initial phase being the greening of Mack Avenue, and to request time to present plans to City Council. We all feel there is a great need to impress on Council that this is a worthy endeavor. The motion passed by the following vote:

Yes: 9 No: 0 Absent: 2

Also there is a need to educate the public about proper mulching and tree care best practices including both homeowners and the DPW and other contractors. Pitts will put a proposal together.

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

Motion to adjourn at 8:30 p.m. moved by Gaskin, and seconded by Rennpage, was unanimous.

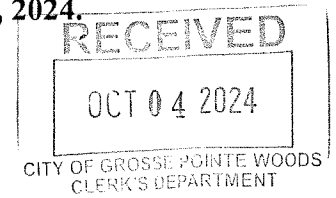
Submitted by: Mary Ellen Meyering Office Held: Secretary Cell: 313 505 2352



# Commission Approved November 6, 2024

## Minutes of the Grosse Pointe Woods Tree Commission Meeting October 2, 2024.

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



The following members were present:

Dave Andrews  
Kate Colborn  
Laura Gaskin  
Gary Lechner  
Paul Lechner  
Tim Madigan  
Mary Ellen Meyering  
Randy Rennpage  
Steve Skorupski

The following members were excused:

Maria Galbo  
Christina Pitts

The following members were absent:

The following were also in attendance:

Michael Koester, Council Representative

Motion by Andrews, seconded by Rennpage to approve the agenda for the meeting October 2, 2024 passed by the following vote:

Yes: 9 No: 0 Absent: 2

Motion by Madigan, seconded by Gaskin to approve the minutes for the meeting September 4, 2024, passed by the following vote:

Yes: 9 No: 0 Absent: 2

### **Treasurer's Report:**

Randy Rennpage reported that the only change has been \$75 spent on memorial markers since the last meeting.

### **Old Business:**

Andrews reported that the request for a \$20,000 Michigan DNR Community Forestry Grant was submitted on time. The DPW is applying for a different grant as well as the next Tree City USA designation.

### **New Business:**

Andrews reported that 42 trees were planted on Roslyn as part of the road construction program. Twenty-nine trees are available for the Fall Tree Planting program.

Seedlings for the Arbor Day program will be ordered from Van's Pines again this year. They have Eastern White Pine, Red Spruce and Norway Spruce available.

A motion was made by Madigan, seconded by Andrews that we order Red Spruce seedlings. The motion passed by the following vote:

Yes: 9 No: 0 Absent: 2

Motion by Madigan, seconded by Andrews that we look at other vendors for next year as Van's Pines had a limited selection of species available. The motion passed by the following vote:

Yes: 9 No: 0 Absent: 2

Gaskin suggested that the City have a tree giveaway in conjunction with the City's 75<sup>th</sup> anniversary. P Lechner mentioned a program called Project Coronado that gives away trees. G Lechner will contact the Arbor Day Foundation to gather information on their sponsorship of such programs. Madigan will investigate a program in the Farms, headed by Suzy Berschback that distributes trees.

Council Member Koester stated that our request to council for funding of tree canopy restoration will come up in the next budget cycle. He stated that our request would be better received if members attend Council meetings and speak to the importance of the venture during the Public Comment time.

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

Motion to adjourn at 8:56 p.m. moved by Gaskin, and seconded by Madigan, was unanimous.

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





# CITY OF GROSSE POINTE WOODS

## MEMORANDUM

Date: November 13, 2024  
 To: Mayor and City Council  
 From: Susan Como, Assistant City Administrator  
 CC: Steven Schmidt, Treasurer/Comptroller  
 Rachelle Matouk, Municipal Court Clerk  
 Honorable Judge Theodore Metry

RECEIVED

NOV 13 2024

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Subject: MIDC Grant Agreement FY 2024-2025 and the Grosse Pointe Woods Indigent Defense/Independent Contractor Agreement for the Managed Assigned Counsel Coordinator Serving the 32F Municipal Court Agreement between the City and Michael P. Kavanaugh

The Michigan Indigent Defense Council (MIDC) is the regulatory body in charge of funding the public defender system within Michigan. The city's authorized annual FY budget for the grant period is October 1, 2024 through September 30, 2025 is the following:

### GRANT PERIOD

October 1, 2024 – September 30, 2025

### TOTAL AUTHORIZED BUDGET

|                                       |                    |
|---------------------------------------|--------------------|
|                                       | <b>\$66,326.60</b> |
| FY 2024-2025 State Grant Contribution | \$ 63,151.11       |
| FY 2023-2024 Local Share Contribution | \$ 3,175.49        |

Attached is the signed *Grant Between the State of Michigan – Michigan Indigent Defense Commission (MIDC) Department of Licensing and Regulatory Affairs (LARA) and City of Grosse Pointe Woods* committing to the local share contribution listed above (\$3,175.49) for FY 2024-2025. Please note that unexpended FY 2023-2024 funds will be applied against the FY 2024-2025 grant amount.

Also attached is the City of Grosse Pointe Woods Indigent Defense/Independent Contractor Agreement for the Managed Assigned Counsel Coordinator Serving the 32F Municipal Court Agreement between the City and Michael P. Kavanaugh that has been reviewed and approved by City Attorney Tim Tomlinson for council's recommendation and approval authorizing the City Administrator to sign.

GRANT BETWEEN  
THE STATE OF MICHIGAN  
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)  
AND  
City of Grosse Pointe Woods

**GRANTEE/ADDRESS:**

Name: Frank Schulte  
Title: City Manager  
Address: 20025 Mack, Grosse Pointe Woods, MI 48236  
Phone: (313) 343-2445 x 204

**GRANTOR/ADDRESS:**

Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
611 W. Ottawa St.  
Lansing, MI 48933  
(517) 657-3060

**GRANT PERIOD:**

From: 10/01/2024 to 09/30/2025

**TOTAL AUTHORIZED BUDGET: \$66,326.60**

|                           |             |
|---------------------------|-------------|
| State Grant Contribution: | \$63,151.11 |
| Local Share Contribution: | \$3,175.49  |

**ACCOUNTING DETAIL:** Accounting Template No.: 6411113T032

**SIGMA Vendor Code:** CV0048381

## GRANT

This is Grant # E20250039-00 between the Michigan Indigent Defense Commission (Grantor), and City of Grosse Pointe Woods (Grantee), subject to terms and conditions of this grant agreement (Agreement).

### 1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee (also referred to as local funding unit) to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the minimum standards approved by LARA and the process described in the Michigan Indigent Defense Commission Act (MIDC Act). The funding for this grant is contingent upon an appropriation by the Legislature that is signed by the Governor. Consistent with the MIDC Act, in the event that the funds appropriated apply to less than all of the minimum standards, the funding unit will not be required to fully comply with all of the minimum standards. In the event that an appropriation is insufficient to fully fund this grant, the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the minimum standards the original approved grant was designed to allow.

### 1.1 Definitions

- A. Budget means the detailed statement of estimated costs approved as the Grantee's Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within the approved Cost Analysis.
- C. Compliance Plan or Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 et seq., as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.
- G. "Substantial Change" to a Compliance Plan is a change to the Plan or Cost Analysis that alters the method of meeting the objectives of the standard(s) in the approved Plan.

## 1.2 Statement of Work

The Grantee agrees to undertake, perform, and complete the services described in its approved Compliance Plan and in accordance with the MIDC Act, specifically . The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement.

Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of this Agreement in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC, addresses the prescribed methods Grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

## 1.3 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, without the prior written consent of the MIDC.
- C. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved. See section 1.3(E).
- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
  - 1) Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval by MIDC staff, but must be reported quarterly in the next financial status report.
  - 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
  - 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

## 1.4 Payment Schedule

The maximum amount of grant assistance approved is \$63,151.11 ( Sixty Three Thousand One Hundred Fifty One and 11/100)

Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2024, will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant by reducing the 2nd and 3rd disbursement equally. The maximum amount of grant assistance approved includes the unexpended funds reported from the previous fiscal year.

An initial advance of 25% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of up to 25% of the total state grant amount in accordance with the following schedule:

Initial Advance of 25% of total grant – Within 15 days of receipt of executed agreement

25% disbursement – January 15, 2025

25% disbursement – April 15, 2025

25% disbursement – July 15, 2025 (final payment)

The above schedule of disbursement of funds is contingent upon receipt of quarterly reporting as addressed in this section and section 1.5 of this document. Any disputed matters shall not cause delay in remitting any disbursements or in issuing a grant contract and funds for the next fiscal year. Disputed matters shall be acted on independently from undisputed matters. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;

Expenditures for the reporting period by budget category; and;

Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;



- All invoices related to experts and investigators;
- All invoices related to construction; and
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Any additional documentation/verification of expenditures shall not delay issuance of a grant contract or grant disbursements. Grantee's documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report for 10/1/24 - 12/31/24 – January 31, 2025

2nd FSR and compliance report for 1/1/25 - 3/31/25 – April 30, 2025

3rd FSR and compliance report for 4/1/25 - 6/30/25 – July 31, 2025

Final FSR and compliance report for 7/1/25 - 9/30/25 – October 31, 2025

## **1.5 Monitoring and Reporting Program Performance**

- A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.
- B. **Quarterly Reports.** The Grantee shall submit to the Grantor quarterly program reports on compliance with the minimum standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with , identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. Grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested by the report, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC research staff to seek additional options or ideas for the collection and retrieval of this information.

## PART II - GENERAL PROVISIONS

### 2.1 Project Changes

Grantee must obtain prior written approval for substantial changes to the compliance plan from Grantor.

### 2.2 Delegation

Grantee must notify the MIDC at least 90 calendar days before any proposed delegation with reasonable detail about Subgrantee and the nature and scope of the activities delegated. If any obligations under this Grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the Subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with Subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

### 2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted indigent defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15).

### 2.4 Share-in-savings

Grantor expects to share in any cost savings realized by Grantee in proportion of the grant funds to the local share.

### 2.5 Purchase of Equipment

The purchase of equipment must be made pursuant to Grantee's established purchasing policy and if not specifically listed in the Budget, Grantee must have prior written approval of Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by Grantee unless otherwise specified at the time of approval.

### 2.6 Accounting

Grantee must establish and maintain a restricted indigent defense fund in its local chart of accounts to record all transactions related to the Grant. The restricted fund will not lapse to the local general fund at the close of Grantee's fiscal year. Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Where the Grantee uses a nonprofit entity to provide indigent defense services as contemplated in its compliance plan and cost analysis, the Grantee shall ensure that the contract or agreement defining the nonprofit entities relationship allows for reasonable access, in its sole discretion, to financial records for monitoring by the Grantee and its representatives. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general

ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

**2.7 Records Maintenance, Inspection, Examination, and Audit**

Grantor or its designee may audit Grantee and the restricted indigent defense fund account to verify compliance with this Grant. Grantee must retain and provide to Grantor or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, Grantor and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by Grantee to Grantor by October 31 of each year as required under the MIDC Act.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

**2.8 Competitive Bidding**

Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts for representation of indigent or partially indigent defendants, and contracts for managed assigned counsel coordinators, are exempt from a competitive bid process but must meet standard internal procurement policies, as applicable.

**3.0 Liability**

The State is not liable for any costs incurred by Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

**3.1 Safety**

Grantee and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. Grantee and every subgrantee are responsible for compliance with all federal, state, and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

### **3.2 Indemnification**

Each party to the Grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

### **3.3 Failure to Comply and Termination**

A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of the Act.

B. Termination for Convenience

Grantor may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If Grantor terminates this Grant for convenience, Grantor will pay all reasonable costs for approved Grant responsibilities. If the parties cannot agree to the cost to be paid by the Grantor, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in the Act.

### **3.4 Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify Grantor of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

### **3.5 Non-Discrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

### **3.6 Unfair Labor Practices**

Under MCL 423.324, the State may void any Grant with a grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

### **3.7 Force Majeure**

Neither party will be in breach of this Grant because of any failure arising from any disaster or act of God that are beyond its control and without its fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the MIDC determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

### **4.0 Certification Regarding Debarment**

Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If Grantee is unable to certify to any portion of this statement, Grantee shall attach an explanation to this Agreement.

### **4.1 Illegal Influence**

Grantee certifies, to the best of its knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee certifies, to the best of its knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any state agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

#### **4.2 Governing Law**

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. All claims relating to, or arising out of, this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

#### **4.3 Disclosure of Litigation, or Other Proceeding**

Grantee must notify Grantor within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively Proceeding) that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for Grantee is required to possess in order to perform under this Grant.

#### **4.4 Assignment**

Grantee may not assign this Grant to any other party without the prior approval of Grantor. Upon notice to Grantee, Grantor, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If Grantor determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform its obligations under the Grant.

#### **4.5 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Agreement. This Agreement may not be amended except by a signed written agreement between the parties.

#### **4.6 Grantee Relationship**

Grantee assumes all rights, obligations, and liabilities set forth in this Grant. Grantee, its employees, and its agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee,

and not Grantor or the State of Michigan, is responsible for the payment of wages, benefits, and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent grantee.

**4.7 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of the Local Share as defined by MCL 780.983(h).

**5.0 Severability**

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

**5.1 Signatories**

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Signature:

,  
Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

Date:

Signature:

,  
Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
State of Michigan

Date:

Signature:

Representative: ,  
Date:  
Funding Unit: City of Grosse Pointe Woods

GRANT NO. E20250039-00



# CITY OF GROSSE POINTE WOODS

## INDIGENT DEFENSE

### INDEPENDENT CONTRACTOR AGREEMENT FOR THE MANAGED ASSIGNED COUNSEL COORDINATOR SERVING THE 32<sup>F</sup> MUNICIPAL COURT

This Agreement is made on the date as set forth by the undersigned and between the CITY OF GROSSE POINTE WOODS, whose address is 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236, hereinafter referred to as the "City" and Michael P. Kavanaugh, the Managed Assigned Counsel Coordinator, whose address is 200 Maple Park Blvd., Ste. 200, St. Clair Shores, MI 48081, hereinafter referred to as "Managed Assigned Counsel Coordinator," or "MACC."

1. **Services to be Performed** - The Managed Assigned Counsel Coordinator agrees to administer the City's indigent criminal defense programs - See Exhibit A for Managed Assigned Counsel Administrator Scope of Services. The MACC shall permit the City to have full access to records thereto during the progress of the services being performed. All questions which may arise concerning the quality and acceptability of work, manner of performance and rate of progress of the work shall be decided by the City.
2. **Payment** - In consideration for the services to be performed by the MACC, the City agrees to payment terms at the hourly rate of \$126/hour, on a monthly basis and not to exceed \$15,000.00 annually, based on the State Fiscal Year beginning October 1st and ending September 30th, unless the instant contract is earlier terminated.

The MACC shall be paid within thirty (30) days after he submits a monthly invoice to City of Grosse Pointe Woods. The invoice must include an invoice number, dates covered by the invoice, and a summary of the work performed including actual hours worked.

3. **Expenses** – The MACC shall be responsible for all expenses incurred while performing services under this Agreement, including but not limited to, automobile, truck or other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; fuel; phone; and any other compensation paid to employees or subcontractors.
4. **Vehicle and Equipment** – The MACC will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. MACC will

not require the City to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. **Independent Contractor Status** – The MACC is an independent contractor and neither the MACC nor the MACC’s employees or subcontractors, if any, shall be deemed City employees. In his capacity as independent contractor, the MACC agrees as follows:
- a) This agreement with the City is not exclusive, and the MACC has the right to perform services for others during the term of this Agreement, provided such service does not impair or delay his ability to perform obligations to the City under this Agreement.
  - b) The MACC has the right to control and direct the means, manner and method by which the services required by this Agreement will be performed, provided such services under this Agreement are timely and compliant with all laws, Michigan Court Rules, and Michigan Indigent Defense Commission Standards.
  - c) The MACC, upon notice and approval by the City, has the right to have assistants as subcontractors or to use employees to provide the services required by this Agreement provided that such subcontractors and/or employees are properly licensed and/or qualified to perform the services outlined in this agreement (see paragraph 1).
  - d) Neither the MACC nor the MACC’s employees or subcontractors shall be required to wear any uniforms provided by the City.
  - e) The services required by this Agreement shall be performed by the MACC, MACC’s employees or subcontractors and the City shall not hire, supervise or pay any of the MACC’s employees or subcontractors for services under this Agreement. (Subject to 5c above).
  - f) Neither the MACC nor the MACC’s employees or subcontractors shall receive training from the City in the professional skills necessary to perform the services required by this Agreement.
  - g) Neither the MACC nor the MACC’s employees or subcontractors shall be required by the City to devote full time to the performance of the services required by this Agreement. However, the MACC agrees that the services provided under this Agreement will be performed in a timely and professional manner.

- h) This Agreement does not apply to any work or job performed by the MACC, the MACC's employees or subcontractors for any other governmental entity, corporation, partnership, business venture or self-employment opportunity and shall not be construed as any partnership or joint venture, but instead is merely a contract for services rendered to the City.
6. **Business Licenses, Permits, and Certificates** – The MACC represents and warrants that he and his employees and subcontractors, if any, will comply with all federal, state, and local laws requiring driver's and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement. The MACC must maintain membership at all times with the State Bar of Michigan as an active attorney and shall solely be responsible for the payment of his dues as an active attorney. In the event that the MACC shall no longer be an active member of the State Bar of Michigan by becoming an inactive or emeritus member, or if the MACC's license to practice law is revoked or disbarred, this Agreement shall immediately terminate. In the event that the MACC's license to practice law becomes suspended, for any reason other than for the failure to pay membership dues on a timely basis, any sums due and owing to the MACC for services rendered shall be withheld until such time as confirmation of the reinstatement of the license to practice law is provided to the City Administrator.
7. **State and Federal Income Taxes** – The City will not withhold FICA (Social Security and Medicare taxes) from the MACC's payments or make FICA payments on the MACC's behalf or on behalf of the MACC's employees or subcontractors, or make state or federal unemployment compensation contributions on the MACC's behalf or on behalf of the MACC's employees or subcontractors, or withhold state or federal income tax from the MACC's payments on the MACC's behalf or on behalf of the MACC's employees or subcontractors.
8. **Fringe Benefits** – The MACC understands that neither the MACC's nor MACC's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.
9. **Unemployment Compensation** – The City shall make no state or federal unemployment compensation payments on behalf of MACC or MACC's employees or subcontractors, if any. Neither MACC, nor MACC's employees or subcontractors, if any, will be entitled to these benefits in connection with work performed under this Agreement.
10. **Workers' Compensation** – The City shall not obtain workers' compensation insurance on behalf of the MACC or the MACC's employees or subcontractors, if any. If the MACC hires employees to perform any work under this Agreement pursuant to approval by the City, the MACC will be solely responsible for any

workers' compensation insurance to the extent required by law and the MACC will provide the City of Grosse Pointe Woods with a certificate of workers' compensation insurance before the employees begin the work. Similarly, if the MACC hires subcontractors to perform any work under this Agreement subject to approval by the City, the MACC will ensure the subcontractors have workers' compensation insurance to the extent required by law.

11. **Insurance** – The City shall not provide insurance coverage of any kind for MACC, MACC's employees or approved subcontractors. The MACC further agrees that it shall not commence work under this contract until it has obtained insurance required under this contract (Exhibit B) and the MACC agrees that such insurance shall remain in full force and effect during the entire life of this contract. All coverage shall be with insurance companies licensed and conducting business in the State of Michigan and acceptable to the City of Grosse Pointe Woods. The insurance requirements listed in attached Exhibit B should not be interpreted to limit the liability of the MACC. All deductibles are the responsibility of the MACC.

The policies and coverages as required in Exhibit B, excluding Workers' Compensation Insurance, if applicable, shall include an endorsement stating the following: Additional Insured: The City of Grosse Pointe Woods, all elected and appointed officers, all employees, volunteers and agents. It is understood and agreed by having the City and previously listed individuals as additional insured, coverage afforded is considered primary and any other insurance the City and previously listed individuals may have in effect shall be considered secondary and/or excess.

Before commencing any work, the MACC shall provide the City with proof of all insurance required in Exhibit B. Additionally, before any approved subcontractor commences work, the MACC shall provide the City with proof of the above referenced subcontractor's insurance.

12. **Indemnification** –
  - a) The MACC agrees to defend and hold harmless the City of Grosse Pointe Woods and its agents and employees against and from liabilities, obligations, claims, costs, and expenses (including without limitation, fees and expenses of attorneys and court costs) which may be imposed upon, incurred by or asserted against the City of Grosse Pointe Woods, its agents and/or employees, as a result of, and to the extent of, the MACC's and/or its employees', personnel's, or agents' negligent professional act, error or omission in the performance of the Services hereunder or breach of this Contract, or any claim for any infringement upon any patent, copyright, trade secret, or trademark resulting from the performance of the Services.

In the event that any action or proceeding arising out of such liabilities, obligations, and claims as set forth in 12a (above) shall be brought against the City of Grosse Pointe Woods, or its agents, officers or employees, by reason of any claim covered hereunder, the MACC will, at its sole cost and expense, resist or defend the same.

- b) These indemnification provisions shall survive the expiration or termination of this Contract.
13. **Compliance with Laws** – In the performance of this Contract, the MACC shall comply with all applicable laws, regulations, Michigan Indigent Defense Standards, ordinances, and codes whether or not such laws, regulations, ordinances and codes are specifically mentioned herein, and the MACC shall hold the City harmless with respect to any claim or liability arising from any violation of the same by the MACC, his subcontractors, and employees, if any.
14. **Modifying the Agreement** – This Agreement may not be modified except by amendment reduced to writing and signed by the City and the MACC.
15. **Term of Agreement** – This Agreement will become effective as of the date this Agreement is signed by both parties and shall end on September 30, 2025.
16. **Termination** – The City shall be entitled to terminate the Agreement if the MACC is in default under this Agreement. The City shall issue to MACC a Notice of Default within a timely manner of such breach of this Agreement. Said default would occur if the MACC fails to comply with any provision of this Agreement or commits misfeasance, malfeasance, or nonfeasance in their performance of the duties under this Agreement. Upon receipt of the Notice of Default, the MACC shall have fifteen (15) days to cure the breach. If the breach is not cured within fifteen (15) days, the City shall be entitled to terminate this Agreement immediately thereafter. Should termination occur, the City shall be obligated to compensate the MACC for services already earned under this Agreement.

Other than as provided above, both parties shall be entitled to terminate this Agreement if either party gives the other party sixty (60) days written notice in the event they desire to terminate this Agreement.

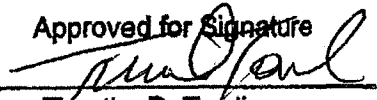
17. **Termination Due to Lack of State of Michigan Appropriated Funding** – The MACC agrees and understands that the termination of State of Michigan funding shall result in the termination and cancellation of the existing contract.
18. **Third Party Beneficiaries** – There are no third party beneficiaries to this Agreement, and nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Agreement any legal or equitable right,

remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties named.

19. **Binding Effect** – This agreement shall become effective when signed by all parties and shall be binding on the parties, their successors and assigns.
20. **Entire Agreement** – This Agreement sets forth the entire understanding between the MACC and the City with respect to the subject matter of this Agreement, and supersedes any other undertakings and agreements, whether oral or in writing, previously entered into by them with respect to the MACC’s duties. MACC represents that, in executing this Agreement, the MACC does not rely on and has not relied upon any representation or statement not set forth in this Agreement made by the City with regard to the subject matter or effect of this Agreement or otherwise.
21. **Waiver** – The City's failure to exercise, or delay in exercising, any power or right under this Agreement, with the exception of the provisions set out in Section 15. Termination shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or at law.
22. **Severability of Provisions** – Each provision in this Agreement is separate. If any provisions of this Agreement are ever held by a court to be unreasonable, the parties agree that this Agreement shall be enforced to the extent it is deemed to be reasonable with making this Agreement, as modified, legal and enforceable under applicable laws, and the balance of this Agreement shall not be affected, the balance being construed as severable and independent.
23. **No Assignment** – Neither party may assign this Agreement without the prior written consent of the other party.
24. **Section Headings** – Section headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
25. **Governing Law** – This Agreement shall be governed by the laws of the State of Michigan.
26. **Notice** – All written notices pursuant to this Agreement shall be provided to the parties as follows:

The City:  
Treasurer/Controller  
20025 Mack Plaza Drive  
Grosse Pointe Woods, MI 48236

Managed Assigned Counsel Coordinator:  
Michael P. Kavanaugh  
200 Maple Park Blvd.  
Ste. 200  
St. Clair Shores, MI 48081

Approved for Signature  
  
\_\_\_\_\_  
Timothy D. Tomlinson  
City Attorney

City of Grosse Pointe Woods:

Date: 11-13-20

\_\_\_\_\_  
By: Frank Schulte  
City Administrator

\_\_\_\_\_  
DATE

\_\_\_\_\_  
By: Michael P. Kavanaugh  
Mihelich & Kavanaugh, PLC

\_\_\_\_\_  
DATE

# EXHIBIT A

## 1. Purpose

The City of Grosse Pointe Woods is hiring for the role of Managed Assigned Counsel Coordinator for indigent defense cases at the 32F Municipal Court. Under direction of the City Administrator, the selected person will be responsible for all administrative tasks associated with continuing compliance requirements as promulgated by the Michigan Indigent Defense Commission.

The respondent will be expected to enter into a contract with and provide proof of insurance acceptable to the City of Grosse Pointe Woods. The contract will be for a one-year period with options to renew for up to 3 additional one-year periods dependent on funding from the MIDC.

## 2. Background Information

In 2013, the State of Michigan adopted the Michigan Indigent Defense Commission Act (PA 93 of 2013). Among other things, the Act established a commission (MIDC) to develop and adopt standards for the provision of defense services to indigent defendants. The funding units of the various district and circuit courts are charged with implementing the new standards. The City of Grosse Pointe Woods is the funding unit of the 32F Municipal Court.

In May 2017, the MIDC approved the first four standards related to the provision of indigent defense as follows:

- Standard 1 - Education and Training for Defense Counsel
- Standard 2 - Initial Interview
- Standard 3 - Investigation and Experts
- Standard 4 - Counsel at First Appearance and Other Critical Stages

Funding units were given 180 days after receiving funds from the MIDC to attain compliance with the minimum standards established by the MIDC.

In October 2020, LARA approved the fifth standard as follows:

- Standard 5 - Independence from the Judiciary

Funding units were given 180 days from the date of the signed order to submit compliance plans to the MIDC pursuant to MCL 780.993(3).



### 3. Scope of Work

To comply with the above standards, the City has proposed to utilize a managed assigned counsel coordinator (MACC) service model. This model utilizes a lead attorney to coordinate the provision of services. As provided in further detail below, the MACC's responsibilities would include:

#### Attorney Management

- Recruiting and maintaining a list of attorneys that meet the minimum qualifications, including training requirements, to provide indigent defense for the 32F Municipal Court.
- Ensure that court appointed attorneys meet MIDC minimum qualifications and adhere to training requirements.
- Schedule all attorneys to provide coverage for in-custody, scheduled and walk-in arraignments and all misdemeanor cases on the judges' dockets.
- On a weekly basis, the MACC shall provide to the 32F Municipal Court a schedule of all attorneys scheduled to be in attendance during that week.
- Ensure that attorneys represent defendants for arraignment dockets as needed and/or to fill in for absent attorneys.
- Track initial interviews between court appointed attorneys and in-custody and out-of-custody defendants.
- Monitor assigned cases and evaluate performance of assigned attorneys.
- Prepare MIDC quarterly compliance reports utilizing existing templates and spreadsheets.
- Review and approve requests for expert witnesses and investigators for reasonableness and necessity.
- Review and approve payment vouchers from attorneys, expert witnesses and investigators.
- Perform other MIDC-related tasks as needed.

Arraignments- The 32F Municipal Court provides in-custody arraignments, as well as walk-in and scheduled arraignments on court days.

*In-Custody Arraignments* - Defendants participate in arraignments via Polycom; attorneys will be present in court to participate. Arraignment attorneys are required to meet with each defendant prior to proceedings. A mobile Polycom unit is provided at the court for this purpose.

*Scheduled and Walk-in Arraignments* - Attorneys will be present with defendants in court. Arraignment attorneys are required to meet with each defendant prior to proceedings.

Indigent Defense Case Management- The MACC will be responsible for assigning cases to attorneys, post-arraignment, and ensuring adequate representation for defendants.

**Initial Interviews** - The purpose of the initial interview is to: (1) establish the best possible relationship with the indigent client; (2) review charges; (3) determine whether a motion for pretrial release is appropriate; (4) determine the need to start-up any immediate investigations;

(5) determine any immediate mental or physical health needs or need for foreign language interpreter assistance; and (6) advise that clients should not discuss the circumstances of the arrest or allegations with cellmates, law enforcement, family or anybody else without counsel present.

*In-Custody* - Assigned attorneys are responsible for meeting with in-custody defendants within three business days of appointment.

*Out-of Custody* - The MIDC recognizes that counsel cannot ensure communication prior to court with an out of custody indigent client. For out of custody clients the standard instead requires the attorney to notify clients of the need for a prompt interview. Assigned attorneys must initiate contact with out-of- custody defendants within three business days of appointment.

**Representation** - Assigned attorneys are responsible for representing defendants at pre-trial proceedings, during plea negotiations, and at other critical stages, whether in court or out of court.

**Experts and Investigators** - Attorneys are responsible for submitting requests for experts and investigators to the MACC for review and approval.

The MACC shall be responsible for monitoring adherence to compliance standards and performance of assigned attorneys, making corrections as necessary.

Administrative Duties - The MACC will be responsible for completing administrative duties related to the ongoing operation of Indigent Defense.

**Recruitment and Scheduling of Attorneys** - The MACC is responsible for maintaining a list of selected attorneys to provide indigent defense and for ensuring those attorneys meet the minimum requirements for providing indigent defense. The MACC shall create and manage a schedule for arraignment attorneys and maintain records of each attorney's qualifications. The MACC shall track and assign attorneys to cases wherein there is a request for attorney in any proceeding following arraignment and shall assign an attorney to each case.

**Reporting** - The MACC shall be responsible for tracking, compiling, and reporting necessary compliance data in accordance with MIDC requirements on a quarterly basis. The content of the quarterly reports is subject to change based upon requirements from the MIDC, the State of Michigan, LARA and the City of Grosse Pointe Woods. Complete copies of each report shall be forwarded to the City Administrator of Grosse Pointe Woods within 3 business days of the submission of the report(s) to MIDC.

**Other Administrative Duties** - The MACC shall be responsible for reviewing and approving vouchers/invoices for payment to assigned attorneys, experts, and investigators. Approved vouchers shall be timely submitted to the City for processing. Other administrative duties as may be necessary to operate the indigent defense system.

4. **Required Minimum Qualifications**: The Managed Assigned Counsel Coordinator (MACC) must have the following qualifications:

- Juris Doctorate degree and license to practice law in the State of Michigan
- Member in good standing with the Michigan Bar Association
- Valid Michigan Vehicle Operator's License
- Completion of educational requirements as deemed mandatory by the Michigan Indigent Defense Commission.
- Demonstrable knowledge of laws, legal codes, court procedures, precedents, legal practices, and documents used and processed in the 32F Municipal Court.
- History of dealing calmly and effectively with high stress situations (for example, tight deadlines, hostile individuals, emergency situations).
- Hi-level ability in writing, reading, mathematical principles; proficient computer skills- Microsoft Office Suite, Outlook.

5. **Preferred Qualifications:**

The preferences listed below are representative of the knowledge, skills, abilities, and qualifications necessary to effectively perform the essential functions of the MACC:

- Thorough knowledge of the principles and practices of State of Michigan criminal law and public defense processes and procedures.
- Experience in the practice of criminal defense or the equivalent.
- Experience in the practice of indigent defense.
- Skill in assembling and analyzing data, preparing comprehensive and accurate reports, and formulating policy and service recommendations.

## EXHIBIT B

**Insurance Requirements** - The Contractor, and any and all their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and permitted to conduct business in the State of Michigan and acceptable to City of Grosse Pointe Woods. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground, if applicable.
3. Automobile Liability including Michigan No-Fault Coverages. Coverage shall include all vehicles used while performing services on behalf of the City of Grosse Pointe Woods and 32F Municipal Court.
4. Additional Insured: Policy(ies) and coverages as described above, excluding Workers' Compensation Insurance, shall include an endorsement stating the following shall be Additional Insureds: The City of Grosse Pointe Woods, the 32F Municipal Court, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Grosse Pointe Woods as additional insured, coverage afforded is considered to be primary and any other insurance the City of Grosse Pointe Woods may have in effect shall be considered secondary and/or excess.
5. Professional Liability in an amount not less than \$500,000 per occurrence and aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.
6. Cancellation Notice: Policy(ies) , as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or

Material Change shall be sent to: (City of Grosse Pointe Woods. Attention: Treasurer/Controller, 20025 Mack Plaza Drive, Grosse Pointe Woods, Michigan 48236).

7. Proof of Insurance Coverage: The Contractor shall provide the City of Grosse Pointe Woods, at the time the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to City of Grosse Pointe Woods at least ten (10) days prior to the expiration date.

## **1. INDEMNIFICATION CLAUSE**

The Contractor shall indemnify and save harmless the City of Grosse Pointe Woods for and from all claims, demands, payments, suits, actions, recoveries, and judgments; of every name and description, brought or recovered against them or to property received or sustained by any person or persons whomsoever by reason of any action or omission of the said Contractor, his agents, servants, or his contractors in the performance of said Work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the City of Grosse Pointe Woods by reasons of any law of the State or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of, or injuries to employees. Said Contractor shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits and actions made or brought against the City of Grosse Pointe Woods, and all Additional Named Insured, for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, the City of Grosse Pointe Woods may, in order to protect itself, and all Additional Named Assureds, from liability, defend any such claim, demand, suits or action and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay the City of Grosse Pointe Woods any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the City of Grosse Pointe Woods, and all Additional Named Insureds, in so doing. So much of the monies due, or to become due, to said Contractor under this agreement as shall be deemed necessary by the City of Grosse Pointe Woods, shall or may be retained by the City of Grosse Pointe Woods until every and all such claims, demands, suits,

actions, recoveries, judgments, liabilities and obligations have been settled and discharged and evidence to that effect furnished the City of Grosse Pointe Woods, or the City of Grosse Pointe Woods may collect the same, in whole or in part, in any lawful manner from said Contractor. The Contractor shall provide adequate insurance until his work is completed, with a reasonable insurance company which meets with the approval of the City of Grosse Pointe Woods, covering liability to the public for loss resulting from injury to persons or damage to property arising out of or caused by his operations, acts, or omissions, or those of his subcontractors, agents, or employees in procuring work for the City of Grosse Pointe Woods. Such insurance coverage shall be in such amounts as are provided in public liability and property damage section herein, provided, however, that such insurance coverage shall include an endorsement providing that the contractual exclusion shall be removed or in the alternative, contractual insurance shall be afforded. If the former, such endorsement shall contain specific language as follows:

"It is hereby agreed that the contractual exclusion does not apply to the contract entered into between the insured and the City of Grosse Pointe Woods, and each Additional Named Insured as their interest may appear for the project work. Such insurance coverage shall also contain an endorsement guaranteeing that thirty (30) days' notice to the City of Grosse Pointe Woods and each Additional Named Insured, shall be given in writing prior to the cancellation of, or change in any such insurance."



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |                |
|---|---|----------------|
| PRODUCER<br>Davis-Vandenbossche Agency<br>51180 Bedford St<br>New Ballimore<br>MI 48047                   | CONTACT NAME: Kyle Anderson<br>PHONE (A/C, No, Ext): (586) 716-2990<br>E-MAIL ADDRESS: kanderson@dvainsurance.com | FAX (A/C, No): |
| INSURED<br>Kavanaugh, Michael P LLC<br>200 Maple Park Blvd Ste 201<br>Saint Clair Shores<br>MI 48081-2211 | INSURER(S) AFFORDING COVERAGE   | NAIC #         |
|   | INSURER A: Frankenmuth Insurance Co   | ✓ 13986        |
|   | INSURER B: Allmerica Financial Benefit  | ✓ 41840        |
|   | INSURER C:  |                |
|   | INSURER D:  |                |
|   | INSURER E:  |                |
|   | INSURER F:  |                |

COVERAGES CERTIFICATE NUMBER: CL249300525 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | ✓         | Y        | 6668014       | 12/13/2023              | 12/13/2024              | EACH OCCURRENCE \$ 1,000,000 ✓<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY  | ✓         | Y        | 6668014       | 12/13/2023              | 12/13/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> OED <input type="checkbox"/> RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | W2B7591291    | 08/11/2024              | 08/11/2025              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000 ✓<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations in the State of Michigan are subject to the terms and conditions of the policies issued above.

The City of Grosse Pointe Woods, the 32F Municipal Court, all elected & appointed officials, all employees and volunteers, agents, all boards, commissions and/or authorities and board members, including employees & volunteers thereof are additional insured with respect to general liability on a primary basis. 30 day notice of cancellation applies. ✓

### CERTIFICATE HOLDER

### CANCELLATION

City of Grosse Pointe Woods  
20025 Mack Plaza Dr.  
Grosse Pointe Woods MI 48236

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LAWYERS PROFESSIONAL LIABILITY POLICY DECLARATIONS

|                |                |                       |   |
|----------------|----------------|-----------------------|---|
| <b>Agency:</b> | <b>Branch:</b> | <b>Policy Number:</b> | <b>Insurance is provided by</b>   |
| 738021         | 912            | 2087348334            | Continental Casualty Company,<br>151 N Franklin St Chicago IL 60606<br>A Stock Insurance Company. |

|   |  |
|---|--|
| <b>1. NAMED INSURED AND ADDRESS:</b>  | <b>NOTICE TO POLICYHOLDERS:</b>  |
| Mihelich & Kavanaugh, PLC<br>17200 E 10 MILE RD STE 100,<br>EASTPOINTE, MI 48021-3300 | This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker. |

|   |                        |
|---|------------------------|
| <b>2. POLICY PERIOD:</b>  |                        |
| Inception: 02/27/2024<br>at 12:01 A.M. Standard Time at the address shown above | Expiration: 02/27/2025 |

|   |   |
|---|---|
| <b>3. LIMITS OF LIABILITY:</b>  |   |
| <i>Inclusive of Claims Expenses</i>   | Each Claim: \$500,000<br>Aggregate: \$500,000 |
| Death or Disability and Non-Practicing<br>Extended Reporting Period Limit of Liability: | Each Claim: \$500,000<br>Aggregate: \$500,000 |

|  |                     |
|--|---------------------|
| <b>4. DEDUCTIBLES:</b>                             |                     |
| Deductibles<br><i>Inclusive of Claims Expenses</i> | Aggregate: \$10,000 |

|  |  |
|--|--|
| <b>5. POLICY PREMIUM:</b>  |  |
| Annual Premium:  |  |
| Total Amount:  |  |
| <i>Includes CNA Risk Control Credit of</i>   |  |
| <i>Includes ICLE Credit Of</i>   |  |
| <i>Includes Lawyers Data Breach and Network Security Premium, see coverage endorsement if applicable</i> |  |

|   |
|---|
| <b>6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:</b>   |
| G144292A (Ed. 03-2003), G118012AC (Ed. 03-1999), G118011A (Ed. 06-2015), G118024A (Ed. 04-2008), G118029A (Ed. 04-2008), G118031A (Ed. 04-2008), G118039A21 (Ed. 06-2008), G121011AC (Ed. 04-2008), GSL11324XX (Ed. 09-2008), GSL3238MI (Ed. 06-2015) |

|                           |  |
|---------------------------|--|
| <b>7. WHO TO CONTACT:</b> |  |
| To report a claim:        | CNA - Claims Reporting<br>P.O. Box 8317<br>Chicago, IL 60680-8317<br>Fax: 866-773-7504 / Online: www.cna.com/claims<br>Email: SpecialtyProNewLoss@cna.com<br>Lawyers Claim Reporting Questions: 800-540-0762 |

*Steve Gold*  
Authorized Representative

01/25/2024  
Date

|   |                                   |
|---|-----------------------------------|
| Form No: G118012AC (03-1999)  | Policy No: 2087348334             |
| Policy Declarations; Page: 1 of 2   | Policy Effective Date: 02/27/2024 |
| Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606 Policy Page: 2 of 11 |                                   |

*Approved by  
Doree A. Welking  
11/13/24*





Continental Casualty Company  
151 N Franklin St  
Chicago IL 60606

REVISED ATTORNEY SCHEDULE

Policy Number: 2087348334

Endorsement Effective Date: 02/27/2024

| Name of Each Lawyer     | Named Individual Retroactive Date |
|-------------------------|-----------------------------------|
| Natalie G. Nona         | 10/26/2020                        |
| David T. Zalewski       | 03/27/2023                        |
| Lindsey E. Andrzejewski | 06/13/2022                        |
| Michael P. Kavanaugh    | 02/27/2004                        |
| Mark A. Vrana           | 11/15/2004                        |

Form No: ATTYSCHEDED (10-2004)

Policy Schedule; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606 Policy Page: 1 of 4

Policy No: 2087348334

Policy Effective Date: 02/27/2024



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

**INVOICE**

October 10, 2024  
 Project No: 0160-0446-0  
 Invoice No: 153448

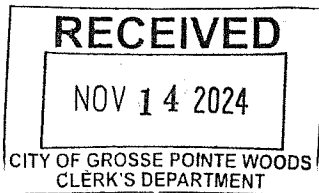
CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0446-0 VERNIER ROAD WATER MAIN REPLACEMENT  
 PURCHASE ORDER #21-46704 - \$217,000.00  
 FOR: CONTRACT ADMINISTRATION & PROJECT CLOSEOUT  
Professional Services from August 26, 2024 to September 22, 2024

**Professional Personnel**

|                         | Hours | Rate   | Amount   |                 |
|-------------------------|-------|--------|----------|-----------------|
| PRINTS                  |       |        |          |                 |
| ENGINEERING AIDE II     | .50   | 72.20  | 36.10    |                 |
| CONTRACT ADMINISTRATION |       |        |          |                 |
| LICENSED ENG/SUR/ARC    | 5.00  | 120.00 | 600.00   |                 |
| ENGINEERING AIDE III    | 3.00  | 81.60  | 244.80   |                 |
| GIS UPDATES             |       |        |          |                 |
| ENGINEERING AIDE III    | 7.00  | 81.60  | 571.20   |                 |
| Totals                  | 15.50 |        | 1,452.10 |                 |
| <b>Total Labor</b>      |       |        |          | <b>1,452.10</b> |

| Billing Limits | Current  | Prior                     | To-Date           |
|----------------|----------|---------------------------|-------------------|
| Total Billings | 1,452.10 | 106,895.87                | 108,347.97        |
| Limit          |          |                           | 217,000.00        |
| Remaining      |          |                           | 108,652.03        |
|                |          | <b>Total this Invoice</b> | <b>\$1,452.10</b> |



PO 46704  
 #592-537-977.310

OK - J.K

SS

10-22-24



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

**INVOICE**

October 10, 2024  
 Project No: 0160-0456-0  
 Invoice No: 153449

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0456-0 HAMPTON RD WATERMAIN & RESURF(MACK/MARTE)  
 PURCHASE ORDER #22-47265 - \$436,920.00  
 FOR: CONTRACT ADMIN. & CLOSEOUT

Professional Services from August 26, 2024 to September 22, 2024

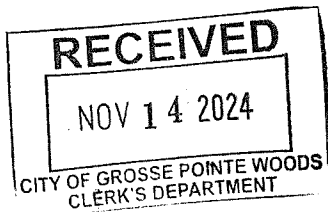
**Professional Personnel**

|                         | Hours | Rate   | Amount |              |
|-------------------------|-------|--------|--------|--------------|
| CONTRACT ADMINISTRATION |       |        |        |              |
| LICENSED ENG/SUR/ARC    | .50   | 120.00 | 60.00  |              |
| ENGINEERING AIDE III    | .30   | 81.60  | 24.48  |              |
| Totals                  | .80   |        | 84.48  |              |
| <b>Total Labor</b>      |       |        |        | <b>84.48</b> |

| Billing Limits | Current | Prior                     | To-Date    |                |
|----------------|---------|---------------------------|------------|----------------|
| Total Billings | 84.48   | 222,695.86                | 222,780.34 |                |
| Limit          |         |                           | 436,920.00 |                |
| Remaining      |         |                           | 214,139.66 |                |
|                |         | <b>Total this Invoice</b> |            | <b>\$84.48</b> |

**Outstanding Invoices**

| Number       | Date     | Balance       |
|--------------|----------|---------------|
| 152800       | 9/3/2024 | 796.90        |
| <b>Total</b> |          | <b>796.90</b> |



PO 47265  
 # 202-451-977.803 \$ 22.81  
 # 592-537-977.310 \$ 61.67  
 ok-jrk

SS  
 10-22-24 EJ



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

**INVOICE**

October 10, 2024  
 Project No: 0160-0457-0  
 Invoice No: 153450

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0457-0 TORREY RD PUMP STATION CAP IMPROVE. PLAN  
 PURCHASE ORDER #22-47266 - \$60,000.00  
Professional Services from August 26, 2024 to September 22, 2024

**Professional Personnel**

|                      | Hours | Rate   | Amount          |
|----------------------|-------|--------|-----------------|
| RESEARCH/REVIEW      |       |        |                 |
| LICENSED ENG/SUR/ARC | 14.00 | 120.00 | 1,680.00        |
| Totals               | 14.00 |        | 1,680.00        |
| <b>Total Labor</b>   |       |        | <b>1,680.00</b> |

| Billing Limits            | Current  | Prior     | To-Date           |
|---------------------------|----------|-----------|-------------------|
| Total Billings            | 1,680.00 | 28,740.91 | 30,420.91         |
| Limit                     |          |           | 60,000.00         |
| Remaining                 |          |           | 29,579.09         |
| <b>Total this Invoice</b> |          |           | <b>\$1,680.00</b> |

**Outstanding Invoices**

| Number       | Date     | Balance         |
|--------------|----------|-----------------|
| 152793       | 9/3/2024 | 3,928.50        |
| <b>Total</b> |          | <b>3,928.50</b> |

**RECEIVED**  
 NOV 14 2024  
 CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

PO 47266  
 # 542-542-818.000

OK - J.K.  
 SS

10-29-24 FS



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

**INVOICE**

October 10, 2024  
 Project No: 0160-0461-0  
 Invoice No: 153451

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0461-0 WATER SYSTEM CDSMI  
 PURCHASE ORDER #24-48185 - \$42,125.00  
 FOR: EVALUATION OF RESULTS FOR SUBMISSION TO EGLE  
Professional Services from August 26, 2024 to September 22, 2024

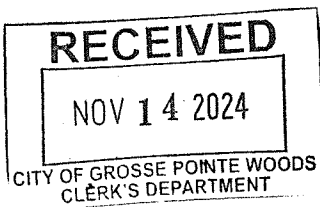
**Professional Personnel**

|                         | Hours | Rate   | Amount          |
|-------------------------|-------|--------|-----------------|
| CONTRACT ADMINISTRATION |       |        |                 |
| LICENSED ENG/SUR/ARC    | 1.50  | 120.00 | 180.00          |
| GRADUATE ENG/SUR/ARC    | 16.00 | 97.30  | 1,556.80        |
| STUDIES                 |       |        |                 |
| GRADUATE ENG/SUR/ARC    | 8.50  | 97.30  | 827.05          |
| DATABASE                |       |        |                 |
| ENGINEERING AIDE III    | 5.00  | 81.60  | 408.00          |
| Totals                  | 31.00 |        | 2,971.85        |
| <b>Total Labor</b>      |       |        | <b>2,971.85</b> |

| Billing Limits | Current  | Prior                     | To-Date           |
|----------------|----------|---------------------------|-------------------|
| Total Billings | 2,971.85 | 31,983.80                 | 34,955.65         |
| Limit          |          |                           | 42,125.00         |
| Remaining      |          |                           | 7,169.35          |
|                |          | <b>Total this Invoice</b> | <b>\$2,971.85</b> |

**Outstanding Invoices**

| Number       | Date     | Balance       |
|--------------|----------|---------------|
| 152794       | 9/3/2024 | 731.80        |
| <b>Total</b> |          | <b>731.80</b> |



*PO 48185  
 #592-537-978.300  
 OK - J.K.  
 SS  
 [10-20-24 FJ]*



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

**INVOICE**

October 10, 2024  
 Project No: 0160-0475-0  
 Invoice No: 153452

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0475-0 2024 SEWER REHAB BY FULL LENGTH CIPP LIN

PURCHASE ORDER #24-48434 - \$41,667  
 FOR: CONTRACT ADMIN. & CONSTRUCTION OBSERVATION  
Professional Services from August 26, 2024 to September 22, 2024

**Professional Personnel**

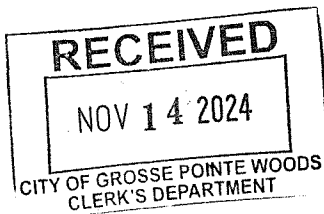
|                          | Hours | Rate  | Amount        |
|--------------------------|-------|-------|---------------|
| CONTRACT ADMINISTRATION  |       |       |               |
| GRADUATE ENG/SUR/ARC     | 1.00  | 97.30 | 97.30         |
| TEAM LEADER              | 2.50  | 97.30 | 243.25        |
| ENGINEERING AIDE III     | .50   | 81.60 | 40.80         |
| ENGINEERING AIDE I       | .30   | 65.20 | 19.56         |
| CONSTRUCTION OBSERVATION |       |       |               |
| GRADUATE ENG/SUR/ARC     | .50   | 97.30 | 48.65         |
| Totals                   | 4.80  |       | 449.56        |
| <b>Total Labor</b>       |       |       | <b>449.56</b> |

| Billing Limits | Current | Prior     | To-Date   |
|----------------|---------|-----------|-----------|
| Total Billings | 449.56  | 21,293.89 | 21,743.45 |
| Limit          |         |           | 41,667.00 |
| Remaining      |         |           | 19,923.55 |

**Total this Invoice \$449.56**

**Outstanding Invoices**

| Number       | Date     | Balance         |
|--------------|----------|-----------------|
| 152803       | 9/3/2024 | 2,862.30        |
| <b>Total</b> |          | <b>2,862.30</b> |



PO 48434  
 # 592-537-976.001  
 o/c - J.K.  
 SS

10-22-24 F1



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

**INVOICE**

October 10, 2024  
 Project No: 0160-0477-0  
 Invoice No: 153453

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0477-0 2024 MISCELLANEOUS CONCRETE PROGRAM  
 PURCHASE ORDER # 24-48437 - \$83,333.00  
 FOR: CONTRACT ADMIN.

Professional Services from August 26, 2024 to September 22, 2024

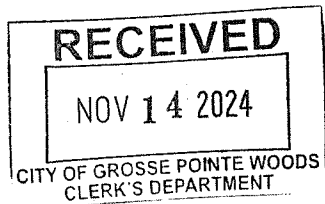
**Professional Personnel**

|                          | Hours | Rate  | Amount          |
|--------------------------|-------|-------|-----------------|
| QUANTITIES               |       |       |                 |
| ENGINEERING AIDE III     | 17.00 | 81.60 | 1,387.20        |
| CONTRACT ADMINISTRATION  |       |       |                 |
| GRADUATE ENG/SUR/ARC     | 6.50  | 97.30 | 632.45          |
| TEAM LEADER              | 9.00  | 97.30 | 875.70          |
| ENGINEERING AIDE III     | .50   | 81.60 | 40.80           |
| CONSTRUCTION OBSERVATION |       |       |                 |
| ENGINEERING AIDE III     | 6.00  | 81.60 | 489.60          |
| GIS UPDATES              |       |       |                 |
| GRADUATE ENG/SUR/ARC     | .50   | 97.30 | 48.65           |
| ENGINEERING AIDE III     | .30   | 81.60 | 24.48           |
| Totals                   | 39.80 |       | 3,498.88        |
| <b>Total Labor</b>       |       |       | <b>3,498.88</b> |

| Billing Limits            | Current  | Prior     | To-Date           |
|---------------------------|----------|-----------|-------------------|
| Total Billings            | 3,498.88 | 32,532.75 | 36,031.63         |
| Limit                     |          |           | 83,333.00         |
| Remaining                 |          |           | 47,301.37         |
| <b>Total this Invoice</b> |          |           | <b>\$3,498.88</b> |

**Outstanding Invoices**

| Number       | Date     | Balance       |
|--------------|----------|---------------|
| 152804       | 9/3/2024 | 628.55        |
| <b>Total</b> |          | <b>628.55</b> |



PO 48437  
 # 202-451-974.201 \$1,312.08  
 # 203-451-974.201 \$874.72  
 # 592-537-975.401 \$1,312.08

ok - J.L.



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

**INVOICE**

October 10, 2024  
 Project No: 0160-0484-0  
 Invoice No: 153455

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0484-0 2024-2025 GENERAL ENGINEERING  
 P.O. ORDER #24-48400 - \$20,000.00  
Professional Services from August 26, 2024 to September 22, 2024  
 Professional Personnel

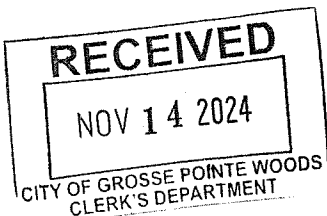
|  | Hours | Rate   | Amount        |
|--|-------|--------|---------------|
| <b>GENERAL</b>   |       |        |               |
| <b>LICENSED ENG/SUR/ARC</b>  |       |        |               |
| WILBERDING, ROSS   | 1.00  | 120.00 | 120.00        |
| Conceptual sketch of drain disconnection at Storage Tank per EGLE DVN Requirements   |       |        |               |
| WILBERDING, ROSS   | 1.50  | 120.00 | 180.00        |
| Corr. with J. Kowalsi re: and Reviewing summary letter of EGLE DVN. Reviewing state appropriations grant application   |       |        |               |
| WILBERDING, ROSS   | .50   | 120.00 | 60.00         |
| Looking for and sending record plans with site plans for city hall frontage for use with fire pit and gazebo.  |       |        |               |
| WILBERDING, ROSS   | 2.50  | 120.00 | 300.00        |
| Review of EGLE DVN items with S. Lockwood. Review of GIS/modeling efforts with A. Dourjalian. Review of Michigan Admin Code R325 relating to EGLE requirements |       |        |               |
| Totals   | 5.50  |        | 660.00        |
| <b>Total Labor</b>   |       |        | <b>660.00</b> |

| Billing Limits | Current | Prior    | To-Date   |
|----------------|---------|----------|-----------|
| Total Billings | 660.00  | 1,140.00 | 1,800.00  |
| Limit          |         |          | 20,000.00 |
| Remaining      |         |          | 18,200.00 |

**Total this Invoice \$660.00**

**Outstanding Invoices**

| Number       | Date     | Balance       |
|--------------|----------|---------------|
| 152787       | 9/3/2024 | 360.00        |
| <b>Total</b> |          | <b>360.00</b> |



PO 48400  
 # 101-441-818.000 \$ 330.00  
 # 101-265-818.000 \$ 165.00  
 # 592-537-818.000 \$ 165.00  
 ok--J.K.

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





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

**INVOICE**

October 11, 2024  
 Project No: 0160-0480-0  
 Invoice No: 153458

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0480-0 LFP BOAT LAUNCH PARKING LOT  
 P.O. #24-48610 - \$7,000.00  
 P.O. #24-48611 - \$34,000.00  
 P.O. #24-48612 - \$10,000.00  
 PROJECT INCLUDES WEDGEWOOD RESURFACING & ASPHALT PATCHING

**Professional Services from August 26, 2024 to September 22, 2024**

**Fee**

|                  |           |                      |           |                  |
|------------------|-----------|----------------------|-----------|------------------|
| Total Fee        | 51,000.00 |                      |           |                  |
| Percent Complete | 50.00     | Total Earned         | 25,500.00 |                  |
|                  |           | Previous Fee Billing | 12,750.00 |                  |
|                  |           | Current Fee Billing  | 12,750.00 |                  |
|                  |           | <b>Total Fee</b>     |           | <b>12,750.00</b> |

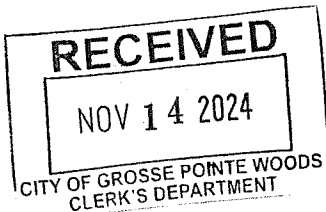
**Billing Limits**

|                | Current   | Prior     | To-Date   |
|----------------|-----------|-----------|-----------|
| Total Billings | 12,750.00 | 12,750.00 | 25,500.00 |
| Limit          |           |           | 51,000.00 |
| Remaining      |           |           | 25,500.00 |

**Total this Invoice \$12,750.00**

**Outstanding Invoices**

| Number       | Date     | Balance          |
|--------------|----------|------------------|
| 152805       | 9/3/2024 | 12,750.00        |
| <b>Total</b> |          | <b>12,750.00</b> |



PO 48611  
 # 594-785-974.201

OK - J.K

SS

10-22-24 A



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

**INVOICE**

October 18, 2024  
 Project No: 0160-0479-0  
 Invoice No: 153930

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0479-0 GHESQUIERE & LAKEFRONT PARK BLDG RENO

Professional Services from August 26, 2024 to September 22, 2024

Phase 01 LAKEFRONT PARK  
 PURCHASE ORDER NO. 24-48614

Fee

|                  |           |                         |                    |
|------------------|-----------|-------------------------|--------------------|
| Total Fee        | 25,000.00 |                         |                    |
| Percent Complete | 45.00     | Total Earned            | 11,250.00          |
|                  |           | Previous Fee Billing    | 1,039.50           |
|                  |           | Current Fee Billing     | 10,210.50          |
|                  |           | <b>Total Fee</b>        | <b>10,210.50</b>   |
|                  |           | <b>Total this Phase</b> | <b>\$10,210.50</b> |

Phase 02 GHESQUIERE PARK  
 PURCHASE ORDER NO. 24-48613

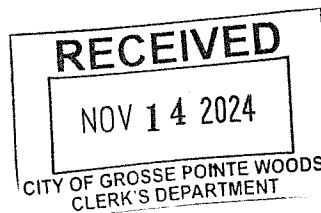
Fee

|                  |           |                           |                    |
|------------------|-----------|---------------------------|--------------------|
| Total Fee        | 15,000.00 |                           |                    |
| Percent Complete | 50.00     | Total Earned              | 7,500.00           |
|                  |           | Previous Fee Billing      | 1,039.50           |
|                  |           | Current Fee Billing       | 6,460.50           |
|                  |           | <b>Total Fee</b>          | <b>6,460.50</b>    |
|                  |           | <b>Total this Phase</b>   | <b>\$6,460.50</b>  |
|                  |           | <b>Total this Invoice</b> | <b>\$16,671.00</b> |

PO 48613 # 401-902-977.104 \$ 6,460.50  
 PO 48614 # 401-902-977.104 \$ 10,210.50

ok - J.K  
 SS

10-22-24 FS





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

**INVOICE**

October 28, 2024  
 Project No: 0160-0479-0  
 Invoice No: 153951

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0479-0 GHESQUIERE & LAKEFRONT PARK BLDG RENO

Professional Services from September 23, 2024 to October 20, 2024

Phase 01 LAKEFRONT PARK  
 PURCHASE ORDER NO. 24-48614

**Fee**

|                  |           |                         |                   |
|------------------|-----------|-------------------------|-------------------|
| Total Fee        | 25,000.00 |                         |                   |
| Percent Complete | 50.00     | Total Earned            | 12,500.00         |
|                  |           | Previous Fee Billing    | 11,250.00         |
|                  |           | Current Fee Billing     | 1,250.00          |
|                  |           | <b>Total Fee</b>        | <b>1,250.00</b>   |
|                  |           | <b>Total this Phase</b> | <b>\$1,250.00</b> |

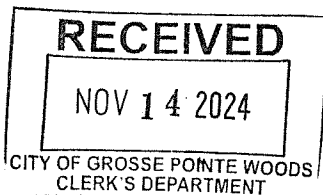
Phase 02 GHESQUIERE PARK  
 PURCHASE ORDER NO. 24-48613

**Fee**

|                  |           |                           |                   |
|------------------|-----------|---------------------------|-------------------|
| Total Fee        | 15,000.00 |                           |                   |
| Percent Complete | 80.00     | Total Earned              | 12,000.00         |
|                  |           | Previous Fee Billing      | 7,500.00          |
|                  |           | Current Fee Billing       | 4,500.00          |
|                  |           | <b>Total Fee</b>          | <b>4,500.00</b>   |
|                  |           | <b>Total this Phase</b>   | <b>\$4,500.00</b> |
|                  |           | <b>Total this Invoice</b> | <b>\$5,750.00</b> |

**Outstanding Invoices**

| Number       | Date       | Balance          |
|--------------|------------|------------------|
| 153930       | 10/18/2024 | 16,671.00        |
| <b>Total</b> |            | <b>16,671.00</b> |



PO 48613  
 # 401-902-977.104 \$4,500.00  
 PO 48614  
 # 401-902-977.104 \$1,250.00  
 OK - J.K.

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

SS 11-7-24



**ANDERSON, ECKSTEIN & WESTRICK, INC.**

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia  
586.726.1234 | www.aewinc.com

October 25, 2024

Steven Schmidt, Controller  
City of Grosse Pointe Woods  
20025 Mack Avenue  
Grosse Pointe Woods, Michigan 48236-2397

**Reference: Final Closeout Package**  
Water Service Material Investigation  
City of Grosse Pointe Woods  
AEW Project No. 0160-0461

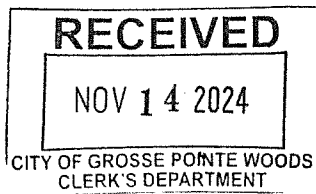
Dear Mr. Schmidt:

Enclosed please find the Final Pay Estimate, Sworn Statement, and Consent of Surety for the above referenced project. We recommend issuing final payment for the **Net Earnings this Period (see Page 2)** in the amount of **\$160,500.00** to National Industrial Maintenance, Inc., 4530 Baring Avenue, East Chicago, IN 46312.

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

Sincerely,

Signed by:  
*Ross T. Wilberding*  
205923CECB0242B...



Ross T. Wilberding, PE  
Project Manager

cc: Frank Schulte, City Administrator  
Jim Kowalski, Director of Public Services  
Jeanne Duffy, Grosse Pointe Woods  
Susan Como, Assistant City Administrator  
Scott Lockwood, AEW, Inc.  
Paul Antolin, Grosse Pointe Woods

*P048186*  
*# 592-537-975.500*

*OK - J.K.*

*FJ* *59*  
*11-7-24*



## Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

8/16/2024 9:12 AM

FieldManager 5.3c

**Contract: .0160-0461, CDSMI Water Service Investigation Program**

| Estimate No.  | Estimate Date | Entered By                                   | Estimate Type  | Managing Office                       |
|---|---------------|--|--|---------------------------------------|
| 1   | 6/30/2024     | Michelle Ankawi                              | Final  | Anderson, Eckstein and Westrick, Inc. |
| <b>All Contract Work Completed</b><br>7/12/2024                               |               | <b>Construction Started Date</b><br>5/1/2024 | <b>Prime Contractor</b><br>National Industrial Maintenance, Inc.<br>4530 Baring Ave<br>East Chicago IN 46312 |                                       |
| <b>Comments</b><br>Current Contract Amount: \$160,500.00<br>% Completed: 100% |               |  |  |                                       |

### Item Usage Summary

Project: 0160-0461, CDSMI Water Service Investigation Program

Category: 0000,

| Item Description                       | Unit | Item Code | Prop. Ln. | Project Line No. | Item Type | Mod. No. | Quantity | Item Price          | Dollar Amount |
|--|------|-----------|-----------|------------------|-----------|----------|----------|---------------------|---------------|
| _ Site Restoration and Cleanup         | LS   | 8167051   | 0030      | 0030             | 00        | 000      | 1.000    | 50,000.00           | \$50,000.00   |
| _ Traffic Control, Major Street        | LS   | 8127051   | 0020      | 0020             | 00        | 000      | 1.000    | 5,000.00            | \$5,000.00    |
| _ Traffic Control, Minor Street        | LS   | 8127051   | 0025      | 0025             | 00        | 000      | 1.000    | 2,500.00            | \$2,500.00    |
| _ Water Service, Investigate           | Ea   | 8237050   | 0035      | 0035             | 00        | 000      | 350.000  | 280.00              | \$98,000.00   |
| Mobilization, Max \$25,000             | LS   | 1100001   | 0005      | 0005             | 00        | 000      | 1.000    | 5,000.00            | \$5,000.00    |
| <b>Subtotal for Category 0000:</b>     |      |           |           |                  |           |          |          | <u>\$160,500.00</u> |               |
| <b>Subtotal for Project 0160-0461:</b> |      |           |           |                  |           |          |          | <u>\$160,500.00</u> |               |
| <b>Total Estimated Item Payment:</b>   |      |           |           |                  |           |          |          | <u>\$160,500.00</u> |               |

### Time Charges

| Site                             | Site Description                | Site Method     | Days Charged | Liq. Damages |
|----------------------------------|---------------------------------|-----------------|--------------|--------------|
| 00                               | SITE NUMBERS SHOULD BE CODED 00 | Completion Date |              | \$0          |
| <b>Total Liquidated Damages:</b> |                                 |                 |              | <u>\$0</u>   |

### Pre-Voucher Summary

| Project  | Voucher No. | Item Payment | Stockpile Adjustment | Dollar Amount |
|--|-------------|--------------|----------------------|---------------|
| 0160-0461, CDSMI Water Service Investigation Program | 0001        | \$160,500.00 | \$0.00               | \$160,500.00  |
| <b>Voucher Total:</b>                                |             |              | <u>\$160,500.00</u>  |               |



# Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

8/16/2024 9:12 AM

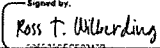
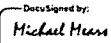
FieldManager 5.3c

## Summary

|                                 |                     |                                  |                     |
|---------------------------------|---------------------|----------------------------------|---------------------|
| Current Voucher Total:          | \$160,500.00        | Earnings to date:                | \$160,500.00        |
| -Current Retainage:             | \$0.00              | - Retainage to date:             | \$0.00              |
| -Current Liquidated Damages:    | \$0.00              | - Liquidated Damages to date:    | \$0.00              |
| -Current Adjustments:           | \$0.00              | - Adjustments to date:           | \$0.00              |
| <b>Total Estimated Payment:</b> | <b>\$160,500.00</b> | <b>Net Earnings to date:</b>     | <b>\$160,500.00</b> |
|                                 |                     | - Payments to date:              | \$0.00              |
|                                 |                     | <b>Net Earnings this period:</b> | <b>\$160,500.00</b> |

## Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document.

|   |                            |
|---|----------------------------|
| <small>Signed by:</small><br><br><hr/> Ross T Wilberding, PE AEW, Inc.             | 10/25/2024<br><hr/> (Date) |
| <small>DocuSigned by:</small><br><br><hr/> National Industrial Maintenance, Inc. | 10/25/2024<br><hr/> (Date) |



# Construction Pay Estimate Amount Balance Report

Estimate: 1

8/16/2024 9:12 AM  
FieldManager 5.3c

Anderson, Eckstein and Westrick, Inc.

**Contract: 0160-0461, CDSMI Water Service Investigation Program**  
**Project: 0160-0461, CDSMI Water Service Investigation Program**

Category: 0000,

| Prop. Line                         | Item Description                | Item Code | Authorized Qty. | Unit       | Quantity This Estimate | Qty. Paid To Date | Total Qty. Placed | % Cpt | Unit Price       | Dollar Amt. Paid To Date |
|------------------------------------|---------------------------------|-----------|-----------------|------------|------------------------|-------------------|-------------------|-------|------------------|--------------------------|
| 0005                               | Mobilization, Max \$25,000      | 1100001   |                 | 1,000 LS   | 1,000                  | 1,000             | 1,000             | 100%  | 5,000.00000      | \$5,000.00               |
| 0010                               | Pavtl, Rem                      | 2040050   |                 | 0.000 Syd  | 0.000                  | 0.000             |                   |       | 50.00000         |                          |
| 0015                               | Hand Patching                   | 5010025   |                 | 0.000 Ton  | 0.000                  | 0.000             |                   |       | 175.00000        |                          |
| 0020                               | - Traffic Control, Major Street | 8127051   |                 | 1,000 LS   | 1,000                  | 1,000             | 1,000             | 100%  | 5,000.00000      | \$5,000.00               |
| 0025                               | - Traffic Control, Minor Street | 8127051   |                 | 1,000 LS   | 1,000                  | 1,000             | 1,000             | 100%  | 2,500.00000      | \$2,500.00               |
| 0030                               | - Site Restoration and Cleanup  | 8167051   |                 | 1,000 LS   | 1,000                  | 1,000             | 1,000             | 100%  | 50,000.00000     | \$50,000.00              |
| 0035                               | - Water Service, Investigate    | 8237050   |                 | 350,000 Ea | 350,000                | 350,000           | 350,000           | 100%  | 280.00000        | \$98,000.00              |
| <b>Subtotal for Category 0000:</b> |                                 |           |                 |            |                        |                   |                   |       | <b>160500.00</b> |                          |

Subtotal for Project 0160-0461: **160500.00**

**Percentage of Contract Completed(curr): 100%**  
 (total earned to date / total of all authorized work)

**Total Amount Earned This Estimate: \$160,500.00**  
**Total Amount Earned To Date: \$160,500.00**

Contract: 0160-0461

Estimate: 1

**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707

Bond No. 107971809

PROJECT: Water Service Material Investigation, AEW Project No.: 0160-0641  
(name, address)

TO (Owner)

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

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Water Service Material Investigation, AEW  
Project No.: 0160-0641

CONTRACT DATE:

CONTRACTOR: National Industrial Maintenance, Inc.  
4530 Baring Ave East Chicago, IN 46312

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

National Industrial Maintenance, Inc.  
4530 Baring Ave East Chicago, IN 46312

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety Company of any of its obligations to (here Insert name and address of Owner)

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

, OWNERS,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this

8th day of August, 2024

Travelers Casualty and Surety Company of America  
Surety Company

Signature of Authorized Representative

Peter S. Forker, Attorney-in-Fact


Title

Attest:  
(Seal):

Oscar F. Rincon

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition



|   |  |
|---|--|
|  | <b>Travelers Casualty and Surety Company of America</b><br><b>Travelers Casualty and Surety Company</b><br><b>St. Paul Fire and Marine Insurance Company</b> |
|---|--|

**POWER OF ATTORNEY**

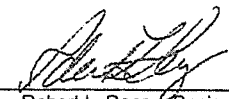
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S Forker** of **ROLLING MEADOWS**, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

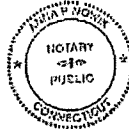
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

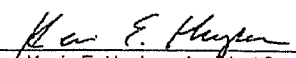
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12th day of August, 2021



  
Kevin E. Hughes, Assistant Secretary

*To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.*

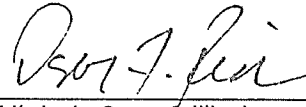
ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }  
County of Cook } ss.

On this 12th day of August, 2024, before me personally appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of Travelers Casualty and Surety Company of America

\_\_\_\_\_ the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Cook









**ANDERSON, ECKSTEIN & WESTRICK, INC.**

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia  
586.726.1234 | www.aewinc.com

October 31, 2024

Steven Schmidt, Controller  
City of Grosse Pointe Woods  
20025 Mack Avenue  
Grosse Pointe Woods, Michigan 48236-2397

**Reference: Pay Estimate 01**  
2024 Sewer Rehabilitation by Full Length CIPP Lining  
City of Grosse Pointe Woods  
AEW Project No. 0160-0475

Dear Mr. Schmidt:

Enclosed please find Construction Pay Estimate No. 01 for the above referenced project. For work performed through October 27, 2024 we recommend issuing payment for the **Net Earnings this Period (see Page 2)** in the amount of **\$148,799.32** to Insituform Technologies USA, LLC., 580 Goddard Avenue, Chesterfield, MO, 63005.

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

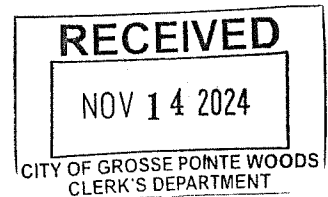
Sincerely,

DocuSigned by:  
*Frank D. Varicalli*  
C4D17CC8031F4D4...

Frank D. Varicalli  
Infrastructure Rehab Group Lead

cc: Frank Schulte, City Administrator  
Jim Kowalski, Director of Public Services  
Jeanne Duffy, Grosse Pointe Woods  
Susan Como, Assistant City Administrator  
Ross Wilberding, AEW, Inc.  
Scott Lockwood, AEW, Inc.  
Paul Antolin, Grosse Pointe Woods  
Matt Brinkoetter, Insituform Technologies USA, LLC.

PO 48436  
# 592-537-976.002  
ok - J.K.  
SS  
FB 11-7-24





## Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

10/30/2024 1:33 PM

FieldManager 5.3c

**Contract: .0160-0475, 2024 Sewer Rehabilitation by Full Length CIPP Lining**

| Estimate No.  | Estimate Date | Entered By                       | Estimate Type   | Managing Office                       |
|---|---------------|----------------------------------|---|---------------------------------------|
| 1   | 10/27/2024    | Michelle Ankawi                  | Semi-Monthly  | Anderson, Eckstein and Westrick, Inc. |
| <b>All Contract Work Completed</b>                        |               | <b>Construction Started Date</b> | <b>Prime Contractor</b>   |                                       |
|   |               | 7/31/2024                        | Insituform Technologies USA, LLC<br>580 Goddard Avenue<br>Chesterfield MO 63005 |                                       |
| <b>Comments</b>   |               |                                  |   |                                       |
| Current Contract Amount: \$207,105.30<br>% Completed: 77% |               |                                  |   |                                       |

### Item Usage Summary

**Project: 0160-0475, 2024 Sewer Rehabilitation by Full Length CIPP Lining**

**Category: 0000,**

| Item Description                                   | Unit | Item Code | Prop. Ln. | Project Line No. | Item Type | Mod. No. | Quantity | Item Price | Dollar Amount |
|--|------|-----------|-----------|------------------|-----------|----------|----------|------------|---------------|
| _ Audio Visual Record of Construction Area         | LS   | 1027051   | 0005      | 0005             | 00        | 000      | 1.000    | 3,000.00   | \$3,000.00    |
| _ Bonds, Insurance and Initial Set-Up Expense      | LS   | 1027051   | 0010      | 0010             | 00        | 000      | 1.000    | 29,000.00  | \$29,000.00   |
| _ Lateral, Reinstatement                           | Ea   | 4027050   | 0105      | 0105             | 00        | 000      | 33.000   | 90.10      | \$2,973.30    |
| _ Mineral Deposit, Removal                         | Ea   | 4027050   | 0110      | 0110             | 00        | 000      | 52.000   | 52.90      | \$2,750.80    |
| _ Sewer, CIPP, 08 inch, Full Length                | Ft   | 4027001   | 0020      | 0020             | 00        | 000      | 188.200  | 35.00      | \$6,587.00    |
| _ Sewer, CIPP, 10 inch, Full Length                | Ft   | 4027001   | 0025      | 0025             | 00        | 000      | 341.700  | 40.00      | \$13,668.00   |
| _ Sewer, CIPP, 12 inch, Full Length                | Ft   | 4027001   | 0030      | 0030             | 00        | 000      | 621.200  | 46.70      | \$29,010.04   |
| _ Sewer, CIPP, 15 inch, Full Length                | Ft   | 4027001   | 0035      | 0035             | 00        | 000      | 638.200  | 62.10      | \$39,632.22   |
| _ Sewer, Post-Construction, CCTV, 08 inch          | Ft   | 4027001   | 0045      | 0045             | 00        | 000      | 188.200  | 1.10       | \$207.02      |
| _ Sewer, Post-Construction, CCTV, 10 inch          | Ft   | 4027001   | 0050      | 0050             | 00        | 000      | 341.700  | 1.10       | \$375.87      |
| _ Sewer, Post-Construction, CCTV, 12 inch          | Ft   | 4027001   | 0055      | 0055             | 00        | 000      | 621.200  | 1.10       | \$683.32      |
| _ Sewer, Post-Construction, CCTV, 15 inch          | Ft   | 4027001   | 0060      | 0060             | 00        | 000      | 638.200  | 1.10       | \$702.02      |
| _ Sewer, Pre-Construction, Clean and CCTV, 08 inch | Ft   | 4027001   | 0070      | 0070             | 00        | 000      | 189.000  | 4.00       | \$756.00      |
| _ Sewer, Pre-Construction, Clean and CCTV, 10 inch | Ft   | 4027001   | 0075      | 0075             | 00        | 000      | 346.000  | 4.50       | \$1,557.00    |
| _ Sewer, Pre-Construction, Clean and CCTV, 12 inch | Ft   | 4027001   | 0080      | 0080             | 00        | 000      | 625.000  | 5.00       | \$3,125.00    |
| _ Sewer, Pre-Construction, Clean and CCTV, 15 inch | Ft   | 4027001   | 0085      | 0085             | 00        | 000      | 646.000  | 14.50      | \$9,367.00    |
| _ Sewer, Pre-Construction, Clean and CCTV, 30 inch | Ft   | 4027001   | 0090      | 0090             | 00        | 000      | 38.000   | 20.00      | \$760.00      |



## Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

10/30/2024 1:33 PM  
FieldManager 5.3c

### Item Usage Summary

Project: 0160-0475, 2024 Sewer Rehabilitation by Full Length CIPP Lining  
Category: 0000,

| Item Description                       | Unit | Item Code | Prop. Ln. | Project Line No. | Item Type | Mod. No. | Quantity | Item Price | Dollar Amount       |
|--|------|-----------|-----------|------------------|-----------|----------|----------|------------|---------------------|
| _ Traffic Maintenance and Control      | LS   | 8127051   | 0115      | 0115             | 00        | 000      | 0.750    | 20,000.00  | \$15,000.00         |
| <b>Subtotal for Category 0000:</b>     |      |           |           |                  |           |          |          |            | <b>\$159,154.59</b> |
| <b>Subtotal for Project 0160-0475:</b> |      |           |           |                  |           |          |          |            | <b>\$159,154.59</b> |
| <b>Total Estimated Item Payment:</b>   |      |           |           |                  |           |          |          |            | <b>\$159,154.59</b> |

### Time Charges

| Site                             | Site Description                | Site Method     | Days Charged | Liq. Damages |
|----------------------------------|---------------------------------|-----------------|--------------|--------------|
| 00                               | SITE NUMBERS SHOULD BE CODED 00 | Completion Date |              | \$0          |
| <b>Total Liquidated Damages:</b> |                                 |                 |              | <b>\$0</b>   |

### Pre-Voucher Summary

| Project   | Voucher No. | Item Payment | Stockpile Adjustment | Dollar Amount       |
|---|-------------|--------------|----------------------|---------------------|
| 0160-0475, 2024 Sewer Rehabilitation by Full Length CIPP Lining | 0001        | \$159,154.59 | \$0.00               | \$159,154.59        |
| <b>Voucher Total:</b>   |             |              |                      | <b>\$159,154.59</b> |

### Summary

|                                 |                     |                                  |                     |
|---------------------------------|---------------------|----------------------------------|---------------------|
| Current Voucher Total:          | \$159,154.59        | Earnings to date:                | \$159,154.59        |
| -Current Retainage:             | \$10,355.27         | - Retainage to date:             | \$10,355.27         |
| -Current Liquidated Damages:    | \$0.00              | - Liquidated Damages to date:    | \$0.00              |
| -Current Adjustments:           | \$0.00              | - Adjustments to date:           | \$0.00              |
| <b>Total Estimated Payment:</b> | <b>\$148,799.32</b> | <b>Net Earnings to date:</b>     | <b>\$148,799.32</b> |
|                                 |                     | - Payments to date:              | \$0.00              |
|                                 |                     | <b>Net Earnings this period:</b> | <b>\$148,799.32</b> |

### Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document.

|  |   |
|--|---|
| <div style="border: 1px solid black; padding: 2px; display: inline-block;">DocuSigned by:<br/><i>Frank D. Varicalli</i></div><br><hr style="width: 100%;"/> Frank D. Varicalli | 10/31/2024<br><hr style="width: 100%;"/> (Date) |
|--|---|



# Construction Pay Estimate Amount Balance Report

Estimate: 1

Anderson, Eckstein and Westrick, Inc.

10/30/2024 1:33 PM  
FieldManager 5.3c

**Contract: 0160-0475, 2024 Sewer Rehabilitation by Full Length CIPP Lining**  
**Project: 0160-0475, 2024 Sewer Rehabilitation by Full Length CIPP Lining**

Category: 0000,

| Prop. Line | Item Description                                   | Item Code | Authorized Qty. | Unit | Quantity This Estimate | Qty. Paid To Date | Total Qty. Placed | % Cpt | Unit Price   | Dollar Amt. Paid To Date |
|------------|--|-----------|-----------------|------|------------------------|-------------------|-------------------|-------|--------------|--------------------------|
| 0005       | - Audio Visual Record of Construction Area         | 1027051   | 1,000           | LS   | 1,000                  | 1,000             | 1,000             | 100%  | 3,000.00000  | \$3,000.00               |
| 0010       | - Bonds, Insurance and Initial Set-Up Expense      | 1027051   | 1,000           | LS   | 1,000                  | 1,000             | 1,000             | 100%  | 29,000.00000 | \$29,000.00              |
| 0015       | - Deliverables                                     | 1027051   | 1,000           | LS   | 1,000                  | 0.000             |                   |       | 3,500.00000  |                          |
| 0020       | - Sewer, CIPP, 08 inch, Full Length                | 4027001   | 200,000         | Fl   | 188,200                | 188,200           | 188,200           | 94%   | 35.00000     | \$6,587.00               |
| 0025       | - Sewer, CIPP, 10 inch, Full Length                | 4027001   | 350,000         | Fl   | 341,700                | 341,700           | 341,700           | 98%   | 40.00000     | \$13,668.00              |
| 0030       | - Sewer, CIPP, 12 inch, Full Length                | 4027001   | 665,000         | Fl   | 621,200                | 621,200           | 621,200           | 93%   | 46.70000     | \$29,010.04              |
| 0035       | - Sewer, CIPP, 15 inch, Full Length                | 4027001   | 676,000         | Fl   | 638,200                | 638,200           | 638,200           | 94%   | 62.10000     | \$39,632.22              |
| 0040       | - Sewer, CIPP, 30 inch, Full Length                | 4027001   | 50,000          | Fl   | 0.000                  | 0.000             |                   |       | 633.40000    |                          |
| 0045       | - Sewer, Post-Construction, CCTV, 08 inch          | 4027001   | 200,000         | Fl   | 188,200                | 188,200           | 188,200           | 94%   | 1.10000      | \$207.02                 |
| 0050       | - Sewer, Post-Construction, CCTV, 10 inch          | 4027001   | 350,000         | Fl   | 341,700                | 341,700           | 341,700           | 98%   | 1.10000      | \$375.87                 |
| 0055       | - Sewer, Post-Construction, CCTV, 12 inch          | 4027001   | 665,000         | Fl   | 621,200                | 621,200           | 621,200           | 93%   | 1.10000      | \$683.32                 |
| 0060       | - Sewer, Post-Construction, CCTV, 15 inch          | 4027001   | 676,000         | Fl   | 638,200                | 638,200           | 638,200           | 94%   | 1.10000      | \$702.02                 |
| 0065       | - Sewer, Post-Construction, CCTV, 30 inch          | 4027001   | 50,000          | Fl   | 0.000                  | 0.000             |                   |       | 3.00000      |                          |
| 0070       | - Sewer, Pre-Construction, Clean and CCTV, 08 inch | 4027001   | 200,000         | Fl   | 189,000                | 189,000           | 189,000           | 95%   | 4.00000      | \$756.00                 |
| 0075       | - Sewer, Pre-Construction, Clean and CCTV, 10 inch | 4027001   | 350,000         | Fl   | 346,000                | 346,000           | 346,000           | 99%   | 4.50000      | \$1,557.00               |
| 0080       | - Sewer, Pre-Construction, Clean and CCTV, 12 inch | 4027001   | 665,000         | Fl   | 625,000                | 625,000           | 625,000           | 94%   | 5.00000      | \$3,125.00               |
| 0085       | - Sewer, Pre-Construction, Clean and CCTV, 15 inch | 4027001   | 676,000         | Fl   | 646,000                | 646,000           | 646,000           | 96%   | 14.50000     | \$9,367.00               |
| 0090       | - Sewer, Pre-Construction, Clean and CCTV, 30 inch | 4027001   | 50,000          | Fl   | 38,000                 | 38,000            | 38,000            | 76%   | 20.00000     | \$760.00                 |
| 0095       | - Cutting Service Lead Protrusions                 | 4027050   | 11,000          | Ea   | 0.000                  | 0.000             |                   |       | 52.90000     |                          |
| 0100       | - Lateral, Preparation                             | 4027050   | 20,000          | Ea   | 0.000                  | 0.000             |                   |       | 52.90000     |                          |
| 0105       | - Lateral, Reinstale                               | 4027050   | 32,000          | Ea   | 33,000                 | 33,000            | 33,000            | 103%  | 90.10000     | \$2,973.30               |
| 0110       | - Mineral Deposit, Rem                             | 4027050   | 50,000          | Ea   | 52,000                 | 52,000            | 52,000            | 104%  | 52.90000     | \$2,750.80               |

Contract: 0160-0475

Estimate: 1

Page 1 of 2





# Construction Pay Estimate Amount Balance Report

Estimate: 1

Anderson, Eckstein and Westrick, Inc.

10/30/2024 1:33 PM  
FieldManager 5.3c

Project: 0160-0475, 2024 Sewer Rehabilitation by Full Length CIPP Lining

Category: 0000,

| Prop. Line                  | Item Description                  | Item Code | Authorized Qty. | Quantity This Estimate | Unit | Qty. Paid To Date | Total Qty. Placed | % Cpt | Unit Price   | Dollar Amt. Paid To Date |
|-----------------------------|-----------------------------------|-----------|-----------------|------------------------|------|-------------------|-------------------|-------|--------------|--------------------------|
| 0115                        | - Traffic Maintenance and Control | 8127051   | 1,000           | 0.750                  | LS   | 0.750             | 0.750             | 75%   | 20,000.00000 | \$15,000.00              |
| Subtotal for Category 0000: |                                   |           |                 |                        |      |                   |                   |       |              | 159154.59                |

Subtotal for Project 0160-0475: 159154.59

Percentage of Contract Completed(curr): 77%  
(total earned to date / total of all authorized work)

Total Amount Earned This Estimate: \$159,154.59  
Total Amount Earned To Date: \$159,154.59

Contract: .0160-0475

Estimate: 1

Page 2 of 2



**ANDERSON, ECKSTEIN & WESTRICK, INC.**

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

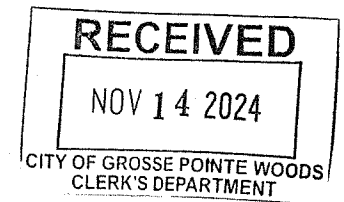
Shelby Township - Roseville - Livonia

586.726.1234 | www.aewinc.com

October 30, 2024

Steven Schmidt, Controller  
City of Grosse Pointe Woods  
20025 Mack Avenue  
Grosse Pointe Woods, Michigan 48236-2397

Reference: Pay Estimate 02  
2024 Concrete Pavement Repair Program  
City of Grosse Pointe Woods  
AEW Project No. 0160-0477



Dear Mr. Schmidt:

Enclosed please find Construction Pay Estimate No. 02 for the above referenced project. For work performed through October 27, 2024 we recommend issuing payment for the **Net Earnings this Period (see Page 2)** in the amount of **\$340,525.86** to Mattioli Cement Co. LLC, 6085 McGuire Road, Fenton, MI 48430.

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

Sincerely,

DocuSigned by:  
*Frank D. Varicalli*  
C4D17CC8031F4D4...

Frank D. Varicalli  
Infrastructure Rehab Group Lead

cc: Frank Schulte, City Administrator  
Jim Kowalski, Director of Public Services  
Jeanne Duffy, Grosse Pointe Woods  
Susan Como, Assistant City Administrator  
John Mattioli, Mattioli Cement Co., LLC  
Ross Wilberding, AEW, Inc.  
Scott Lockwood, AEW, Inc.  
Paul Antolin, Grosse Pointe Woods

PO 48438  
#202-451-974.200 \$127,697.19  
#203-451-974.200 \$85,131.48  
#592-537-975.400 \$127,697.19

OK - J.K

SS

FV

11-7-24



## Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

10/30/2024 9:41 AM

FieldManager 5.3c

**Contract: .0160-0477, 2024 Concrete Pavement Repair Program**

| Estimate Date   | Estimate No. | Entered By      | Estimate Type | Electronic File Created   | All Contract Work Completed | Construction Started Date |
|---|--------------|-----------------|---------------|---|-----------------------------|---------------------------|
| 10/27/2024  | 2            | Michelle Ankawi | Semi-Monthly  | No  |                             | 9/17/2024                 |
| <b>Prime Contractor</b><br>Mattioli Cement Co. LLC        |              |                 |               | <b>Managing Office</b><br>Anderson, Eckstein and Westrick, Inc. |                             |                           |
| <b>Comments</b>   |              |                 |               |   |                             |                           |
| Current Contract Amount: \$414,965.00<br>% Completed: 99% |              |                 |               |   |                             |                           |

### Item Usage Summary

| Item Description  | Item Code | Prop. Line | Project   | Category | Project Line No. | Item Type | Mod. No. | Quantity  | Dollar Amount |
|---|-----------|------------|-----------|----------|------------------|-----------|----------|-----------|---------------|
| _ Dr Structure Trap, 12 inch  | 4037050   | 0070       | 0160-0477 | 0000     | 0070             | 00        | 000      | 1.000     | \$1,000.00    |
| _ Driveway, Conc, Rem   | 2047011   | 0020       | 0160-0477 | 0000     | 0020             | 00        | 000      | 154.100   | \$2,311.50    |
| _ External Structure Wrap, 12 inch  | 4037050   | 0075       | 0160-0477 | 0000     | 0075             | 00        | 000      | 6.000     | \$3,660.00    |
| _ External Structure Wrap, 18 inch  | 4037050   | 0080       | 0160-0477 | 0000     | 0080             | 00        | 000      | 14.000    | \$10,850.00   |
| _ Full Depth Sawcutting through Existing Pavement, Sidewalk, Driveway or Curb | 6037001   | 0110       | 0160-0477 | 0000     | 0110             | 00        | 000      | 3,322.300 | \$19,933.80   |
| _ Joint, Expansion, Erg, Modified   | 6037001   | 0115       | 0160-0477 | 0000     | 0115             | 00        | 000      | 78.600    | \$3,144.00    |
| _ Pavt Repr, Rem, Modified  | 6037011   | 0120       | 0160-0477 | 0000     | 0120             | 00        | 000      | 3,009.800 | \$45,147.00   |
| _ Sidewalk Ramp, Conc, 8 inch   | 8037010   | 0150       | 0160-0477 | 0000     | 0150             | 00        | 000      | 177.100   | \$1,593.90    |
| _ Subgrade Undercutting, Modified   | 2057021   | 0025       | 0160-0477 | 0000     | 0025             | 00        | 000      | 4.600     | \$193.20      |
| _ Surface Restoration, Seeding  | 8167011   | 0160       | 0160-0477 | 0000     | 0160             | 00        | 000      | 127.700   | \$510.80      |
| _ Traffic Control and Maintenance   | 8127051   | 0155       | 0160-0477 | 0000     | 0155             | 00        | 000      | 0.900     | \$27,000.00   |
| _ Underdrain, Subgrade, 4 inch, Modified                                      | 4047001   | 0085       | 0160-0477 | 0000     | 0085             | 00        | 000      | 333.000   | \$6,327.00    |
| Detectable Warning Surface  | 8030010   | 0135       | 0160-0477 | 0000     | 0135             | 00        | 000      | 25.000    | \$1,650.00    |
| Dr Structure Cover, Adj, Case 1, Modified                                     | 4030004   | 0035       | 0160-0477 | 0000     | 0035             | 00        | 000      | 26.000    | \$13,520.00   |
| Dr Structure, Adj, Add Depth  | 4030280   | 0040       | 0160-0477 | 0000     | 0040             | 00        | 000      | 2.000     | \$530.00      |
| Dr Structure, Tap, 4 inch   | 4030304   | 0045       | 0160-0477 | 0000     | 0045             | 00        | 000      | 14.000    | \$2,730.00    |
| Driveway, Nonreinf Conc, 6 inch   | 8010005   | 0125       | 0160-0477 | 0000     | 0125             | 00        | 000      | 154.100   | \$9,091.90    |
| Joint, Expansion, E2  | 6020207   | 0090       | 0160-0477 | 0000     | 0090             | 00        | 000      | 206.800   | \$6,410.80    |
| Lane Tie, Epoxy Anchored  | 6030030   | 0095       | 0160-0477 | 0000     | 0095             | 00        | 000      | 938.000   | \$6,566.00    |
| Pavt Repr, Nonreinf Conc, 8 inch  | 6030044   | 0100       | 0160-0477 | 0000     | 0100             | 00        | 000      | 2,965.800 | \$177,948.00  |
| Sidewalk, Conc, 4 inch  | 8030044   | 0140       | 0160-0477 | 0000     | 0140             | 00        | 000      | 355.700   | \$2,667.75    |



## Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

10/30/2024 9:41 AM

FieldManager 5.3c

### Item Usage Summary

| Item Description                     | Item Code | Prop. Line | Project   | Category | Project Line No. | Item Type | Mod. No. | Quantity            | Dollar Amount |
|--------------------------------------|-----------|------------|-----------|----------|------------------|-----------|----------|---------------------|---------------|
| Sidewalk, Rem                        | 2040055   | 0015       | 0160-0477 | 0000     | 0015             | 00        | 000      | 59.000              | \$885.00      |
| <b>Total Estimated Item Payment:</b> |           |            |           |          |                  |           |          | <b>\$343,670.65</b> |               |

### Time Charges

| Site                             | Site Description                | Site Method     | Days Charged | Liq. Damages |
|----------------------------------|---------------------------------|-----------------|--------------|--------------|
| 00                               | SITE NUMBERS SHOULD BE CODED 00 | Completion Date |              | \$0          |
| <b>Total Liquidated Damages:</b> |                                 |                 |              | <b>\$0</b>   |

### Pre-Voucher Summary

| Project  | Voucher No. | Item Payment | Stockpile Adjustment | Dollar Amount       |
|--|-------------|--------------|----------------------|---------------------|
| 0160-0477, 2024 Concrete Pavement Repair Program | 0002        | \$343,670.65 | \$0.00               | \$343,670.65        |
| <b>Voucher Total:</b>                            |             |              |                      | <b>\$343,670.65</b> |

### Summary

|                                 |                     |                                  |                     |
|---------------------------------|---------------------|----------------------------------|---------------------|
| Current Voucher Total:          | \$343,670.65        | Earnings to date:                | \$412,222.75        |
| -Current Retainage:             | \$3,144.79          | - Retainage to date:             | \$10,000.00         |
| -Current Liquidated Damages:    | \$0.00              | - Liquidated Damages to date:    | \$0.00              |
| -Current Adjustments:           | \$0.00              | - Adjustments to date:           | \$0.00              |
| <b>Total Estimated Payment:</b> | <b>\$340,525.86</b> | <b>Net Earnings to date:</b>     | <b>\$402,222.75</b> |
|                                 |                     | - Payments to date:              | \$61,696.89         |
|                                 |                     | <b>Net Earnings this period:</b> | <b>\$340,525.86</b> |

### Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document.

DocuSigned by:  
*Frank D. Varicalli*  
Signature

11/01/2024

\_\_\_\_\_  
Frank D. Varicalli

\_\_\_\_\_  
(Date)



# Construction Pay Estimate Amount Balance Report

Estimate: 2

10/30/2024 9:41 AM  
FieldManager 5.3c

Anderson, Eckstein and Westrick, Inc.

**Contract: .0160-0477, 2024 Concrete Pavement Repair Program**

| Item Description  | Item Code | Prop. Line | Project   | Category | Authorized Quantity | Quantity This Estimate | Qty. Paid To Date | Total Qty. Placed | % Cpt | Unit Price   | Dollar Amt. Paid To Date |
|---|-----------|------------|-----------|----------|---------------------|------------------------|-------------------|-------------------|-------|--------------|--------------------------|
| Bonds, Insurance and Initial Set-Up Expense (3% Max)                        | 1027051   | 0005       | 0160-0477 | 0000     | 1.000               |                        | 1.000             | 1.000             | 100%  | 12,100.00000 | \$12,100.00              |
| Dr Structure Frame and Cover, Manhole                                       | 4037050   | 0055       | 0160-0477 | 0000     | 5.000               |                        | 0.000             |                   |       | 600.00000    |                          |
| Dr Structure Frame and Cover, Storm Catch Basin                             | 4037050   | 0060       | 0160-0477 | 0000     | 10.000              |                        | 0.000             |                   |       | 675.00000    |                          |
| Dr Structure Trap, 10 inch  | 4037050   | 0065       | 0160-0477 | 0000     | 1.000               |                        | 0.000             |                   |       | 1,000.00000  |                          |
| Dr Structure Trap, 12 inch  | 4037050   | 0070       | 0160-0477 | 0000     | 1.000               | 1.000                  | 1.000             | 1.000             | 100%  | 1,000.00000  | \$1,000.00               |
| Driveway, Conc, Rem   | 2047011   | 0020       | 0160-0477 | 0000     | 80.000              | 154.100                | 204.200           | 204.200           | 255%  | 15.00000     | \$3,063.00               |
| External Structure Wrap, 12 inch  | 4037050   | 0075       | 0160-0477 | 0000     | 5.000               | 6.000                  | 7.000             | 7.000             | 140%  | 610.00000    | \$4,270.00               |
| External Structure Wrap, 18 inch  | 4037050   | 0080       | 0160-0477 | 0000     | 10.000              | 14.000                 | 14.000            | 14.000            | 140%  | 775.00000    | \$10,850.00              |
| Full Depth Sawcutting through Existing Pavement, Sidewalk, Driveway or Curb | 6037001   | 0110       | 0160-0477 | 0000     | 5,200.000           | 3,322.300              | 3,939.000         | 3,939.000         | 76%   | 6.00000      | \$23,634.00              |
| Joint, Expansion, Erg, Modified   | 6037001   | 0115       | 0160-0477 | 0000     | 100.000             | 78.600                 | 78.600            | 78.600            | 79%   | 40.00000     | \$3,144.00               |
| Pav Repr, Rem, Modified   | 6037011   | 0120       | 0160-0477 | 0000     | 3,100.000           | 3,009.800              | 3,523.200         | 3,523.200         | 114%  | 15.00000     | \$52,848.00              |
| Sidewalk Ramp, Conc, 8 inch   | 8037010   | 0150       | 0160-0477 | 0000     | 300.000             | 177.100                | 315.000           | 315.000           | 105%  | 9.00000      | \$2,835.00               |
| Subgrade Undercutting, Modified   | 2057021   | 0025       | 0160-0477 | 0000     | 100.000             | 4.600                  | 4.600             | 4.600             | 5%    | 42.00000     | \$193.20                 |
| Surface Restoration, Seeding  | 8167011   | 0160       | 0160-0477 | 0000     | 200.000             | 127.700                | 178.300           | 178.300           | 89%   | 4.00000      | \$713.20                 |
| Traffic Control and Maintenance   | 8127051   | 0155       | 0160-0477 | 0000     | 1.000               | 0.900                  | 1.000             | 1.000             | 100%  | 30,000.00000 | \$30,000.00              |
| Underdrain, Subgrade, 4 inch, Modified                                      | 4047001   | 0085       | 0160-0477 | 0000     | 250.000             | 333.000                | 333.000           | 333.000           | 133%  | 19.00000     | \$6,327.00               |
| Curb and Gutter, Conc, Det F4   | 8020038   | 0130       | 0160-0477 | 0000     | 120.000             |                        | 0.000             |                   |       | 40.00000     |                          |
| Curb and Gutter, Rem  | 2040020   | 0010       | 0160-0477 | 0000     | 120.000             |                        | 0.000             |                   |       | 20.00000     |                          |
| Detectable Warning Surface  | 8030010   | 0135       | 0160-0477 | 0000     | 100.000             | 25.000                 | 45.000            | 45.000            | 45%   | 66.00000     | \$2,970.00               |
| Dr Structure Cover, Adj, Case 1, Modifie                                    | 4030004   | 0035       | 0160-0477 | 0000     | 15.000              | 26.000                 | 28.000            | 28.000            | 187%  | 520.00000    | \$14,560.00              |
| Dr Structure, Adj, Add Depth  | 4030280   | 0040       | 0160-0477 | 0000     | 24.000              | 2.000                  | 2.000             | 2.000             | 8%    | 265.00000    | \$530.00                 |
| Dr Structure, Tap, 10 inch  | 4030310   | 0050       | 0160-0477 | 0000     | 2.000               |                        | 0.000             |                   |       | 600.00000    |                          |

Contract: .0160-0477 Estimate: 2



# Construction Pay Estimate Amount Balance Report

Estimate: 2

10/30/2024 9:41 AM  
FieldManager 5.3c

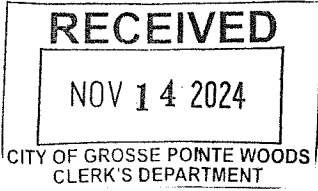
Anderson, Eckstein and Westrick, Inc.

| Item Description  | Item Code | Prop. Line | Project   | Category | Authorized Quantity | Quantity This Estimate | Qty. Paid To Date | Total Qty. Placed | % Cpt | Unit Price                              | Dollar Amt. Paid To Date |
|---|-----------|------------|-----------|----------|---------------------|------------------------|-------------------|-------------------|-------|---|--------------------------|
| Dr Structure, Tap, 4 inch   | 4030304   | 0045       | 0160-0477 | 0000     | 20.000              | 14.000                 | 14.000            | 14.000            | 70%   | 195.00000                               | \$2,730.00               |
| Driveway, Nonreinf Conc, 6 inch   | 8010005   | 0125       | 0160-0477 | 0000     | 80.000              | 154.100                | 204.200           | 204.200           | 255%  | 59.00000                                | \$12,047.80              |
| Joint, Expansion, E2  | 6020207   | 0090       | 0160-0477 | 0000     | 300.000             | 206.800                | 221.800           | 221.800           | 74%   | 31.00000                                | \$6,875.80               |
| Lane Tie, Epoxy Anchored  | 6030030   | 0095       | 0160-0477 | 0000     | 2,000.000           | 938.000                | 1,136.000         | 1,136.000         | 57%   | 7.00000                                 | \$7,952.00               |
| Maintenance Gravel, LM  | 3060021   | 0030       | 0160-0477 | 0000     | 15.000              |                        | 0.000             |                   |       | 23.00000                                |                          |
| Pavt Repr, Nonreinf Conc, 8 inch  | 6030044   | 0100       | 0160-0477 | 0000     | 2,800.000           | 2,965.800              | 3,400.600         | 3,400.600         | 121%  | 60.00000                                | \$204,036.00             |
| Pavt Repr, Nonreinf Conc, 9 inch  | 6030046   | 0105       | 0160-0477 | 0000     | 300.000             |                        | 78.600            | 78.600            | 26%   | 65.00000                                | \$5,109.00               |
| Sidewalk, Conc, 4 inch  | 8030044   | 0140       | 0160-0477 | 0000     | 500.000             | 355.700                | 405.700           | 405.700           | 81%   | 7.50000                                 | \$3,042.75               |
| Sidewalk, Conc, 6 inch  | 8030046   | 0145       | 0160-0477 | 0000     | 100.000             |                        | 0.000             |                   |       | 7.90000                                 |                          |
| Sidewalk, Rem   | 2040055   | 0015       | 0160-0477 | 0000     | 100.000             | 59.000                 | 92.800            | 92.800            | 93%   | 15.00000                                | \$1,392.00               |
| <b>Percentage of Contract Completed(curr): 99%</b><br>(total paid to date / total of all authorized work) |           |            |           |          |                     |                        |                   |                   |       |   |                          |
|   |           |            |           |          |                     |                        |                   |                   |       | <b>Total Amount Paid This Estimate:</b> | <b>\$343,670.65</b>      |
|   |           |            |           |          |                     |                        |                   |                   |       | <b>Total Amount Paid To Date:</b>       | <b>\$412,222.75</b>      |

Contract: .0160-0477

Estimate: 2

Page 2 of 2



Hallahan & Associates, P.C.  
Attorneys at Law  
1750 S. Telegraph Road, Suite 202  
Bloomfield Hills, Michigan 48302-0179  
(248) 731-3089

City of Grosse Pointe Woods  
c/o WCA Assessing  
38110 Executive Drive  
Westland, MI 48185\

SUMMARY OF PROFESSIONAL SERVICES

|                         |                    |          |                           |
|-------------------------|--------------------|----------|---------------------------|
| Dates Involved:         | October 1-31, 2024 |          |                           |
| Invoice Number:         | 22043              |          |                           |
| Timekeeper Summary:     |                    |          |                           |
| Name                    | Hours              | Rate     | Fees                      |
| Laura M. Hallahan       | 3.6                | \$201.22 | \$ 724.39                 |
| Seth A. O'Loughlin      | 59.5               | \$201.22 | \$11,972.60               |
| Kelsea M. Melcher       | <u>0.8</u>         | \$201.22 | <u>\$ 160.97</u>          |
| Total                   | 2.2                |          | \$12,857.96               |
| Expenses:               |                    |          | \$ 0.00                   |
| Amount of This Invoice: |                    |          | <u>\$12,857.96</u>        |
| Previous Balance        |                    |          | \$ 0.00                   |
| <b>Amount Due:</b>      |                    |          | <u><b>\$12,857.96</b></u> |

## Hallahan & Associates, P.C.

Attorneys at Law  
1750 S. Telegraph Road, Suite 202  
Bloomfield Hills, Michigan 48302-0179  
(248) 731-3089

Email

November 6, 2024

City of Grosse Pointe Woods  
c/o WCA Assessing  
Aaron P. Powers, MMAO, Managing Director  
38110 Executive  
Westland, MI 48185

Please include Invoice No.  
with your payment  
Invoice No. 22043  
\$12,857.96

### Professional services rendered through October 31, 2024

|  |     | Hours   | Amount        |
|--|-----|---|---------------|
| <u>DRSN Real Estate GP LLC - 21-001599</u> |     |   |               |
| 10/04/24                                   | SAO | Review upcoming brief deadlines and block off preparation and writing time.   | 0.20 40.24    |
| 10/11/24                                   | SAO | Review upcoming brief deadlines and calendar dates for draft response brief and City brief on appeal.   | 0.20 40.24    |
| 10/15/24                                   | SAO | Review transcripts, final opinion, prior case, and exhibits to begin drafting cross appeal brief; research legal issues including standard of review; begin drafting cross appeal brief, complete standard of review and jurisdictional sections and begin drafting statement of facts; communicate with L. Hallahan. | 5.90 1,187.20 |
|  | LMH | Communicate with S. O'Loughlin.   | 0.50 100.61   |
| 10/16/24                                   | SAO | Continue working on facts section of Court of Appeals cross appeal brief; complete first run of facts section, begin drafting argument sections.  | 6.90 1,388.42 |
| 10/17/24                                   | SAO | Continue working on cross appeal brief; edit and redraft portions of facts section; continue drafting argument section; receive and review taxpayer's brief on appeal; make notes, begin framing response outline to dovetail with cross appeal on appeal; email client.  | 6.30 1,267.69 |
|  | KMM | Received and reviewed Appellant's Brief on Appeal; update case chart re filing of Appellant's brief; calendar due date for Appellee's response to Appellant's brief.  | 0.20 40.24    |
|  | LMH | Review of Appellant's Brief on Appeal.  | 1.00 201.22   |
| 10/18/24                                   | SAO | Continue reviewing petitioner's brief on appeal; complete response outline for argument section; research case law cited by petitioner; begin drafting response and gather data necessary for facts section; begin drafting.  | 6.30 1,267.69 |
| 10/21/24                                   | SAO | Continue drafting response brief in Court of Appeals  | 5.20 1,046.34 |
| 10/23/24                                   | SAO | Continue drafting response brief; edit and supplement facts section; draft 2 of 3 argument sections.  | 5.80 1,167.08 |
| 10/24/24                                   | SAO | Continue drafting, editing, supplementing response brief.   | 2.50 503.05   |
| 10/25/24                                   | SAO | Complete first draft and edits of full response brief; set aside for more editing after cross appeal is completed; edit, revise, supplement, and update cross appeal brief; set aside both for review and finalizing early next week.   | 5.30 1,066.47 |
| 10/28/24                                   | SAO | Review, revise, edit, and supplement cross appeal brief.  | 3.30 664.03   |
| 10/29/24                                   | SAO | Complete cross appeal brief after revisions, supplementing, and edits; ensure all citations are in and note documents for appendix; discuss with L. Hallahan and set aside for final review and formatting.   | 4.70 945.73   |
|  | LMH | Discuss Brief with S. O'Loughlin.   | 0.40 80.49    |
| 10/30/24                                   | LMH | Review and supplement Cross Brief on Appeal; discuss Brief with S. O'Loughlin.  | 1.70 342.07   |
|  | SAO | Communicate with L. Hallahan regarding cross appeal brief; final round of edits and revisions before formatting; return to response brief on appeal and continue editing and refining.  | 3.30 664.03   |
|  | KMM | Review Respondent's Cross Appeal brief; in-firm discussion with S. O'Loughlin regarding brief.  | 0.60 120.73   |
| 10/31/24                                   | SAO | Communicate in firm regarding brief; review, edit, and supplement reply brief; add all citations and footnotes; set aside for final pre-formatting review next week.  | 3.60 724.39   |



|                                       | <u>Hours</u> | <u>Amount</u>      |
|---------------------------------------|--------------|--------------------|
| Subtotal:                             | 63.90        | 12,857.96          |
| <b>Subtotal of charges</b>            |              | <u>\$12,857.96</u> |
| <b>Professional services rendered</b> | 63.90        | <u>\$12,857.96</u> |

| Timekeeper Summary                            |  | <u>Hours</u> | <u>Rate</u>               |
|---|--|--------------|---------------------------|
| <u>Name</u>                                   |  |              |                           |
| Laura M. Hallahan                             |  | 3.60         | 201.22                    |
| Kelsea M. Melcher                             |  | 0.80         | 201.22                    |
| Seth A. O'Loughlin                            |  | 59.50        | 201.22                    |
| <b>Previous balance</b>                       |  |              | \$421.60                  |
| Accounts receivable transactions              |  |              |                           |
| 11/1/2024 Payment received, Check No. 070981. |  |              | (\$421.60)                |
| <b>Total payments and adjustments</b>         |  |              | <u>(\$421.60)</u>         |
| <b>AMOUNT DUE</b>                             |  |              | <u><u>\$12,857.96</u></u> |

161-266-801,300

SS

FJ 11-12-26

**KELLER THOMA**  
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW  
26555 EVERGREEN  
SUITE 550  
SOUTHFIELD, MICHIGAN 48076  
313.965.7610  
FAX 313.965.4480  
[www.kellerthoma.com](http://www.kellerthoma.com)

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236  
Attention: Frank Schulte, City Administrator

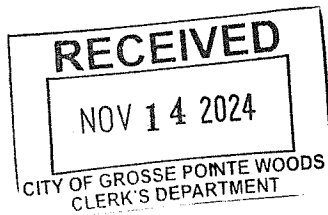
November 01, 2024  
Client: 000896  
Matter: 000000  
Invoice #: 126651

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REGARDING: GENERAL MATTERS

For professional services rendered and expenses incurred relative to the above matter:

TOTAL \$481.25



F-3 11-7-24  
SS  
101-266-800.000

**KELLER THOMA**  
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW  
26555 EVERGREEN  
SUITE 550  
SOUTHFIELD, MICHIGAN 48076  
313.965.7610  
FAX 313.965.4480  
[www.kellerthoma.com](http://www.kellerthoma.com)

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236  
**Attention: Frank Schulte, City Administrator**

November 01, 2024  
Client: 000896  
Matter: 000000  
Invoice #: 126651

Page: 1

RE: GENERAL MATTERS

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For Professional Services Rendered through October 31, 2024

| DATE           | ATTY | DESCRIPTION   | HOURS    |
|----------------|------|---|----------|
| 10/3/2024      | GSR  | Correspondence with Director Kosanke regarding pending matter.  | 0.25     |
| 10/4/2024      | GSR  | Telephone call from Director Kosanke regarding pending matter.  | 0.50     |
| 10/11/2024     | GSR  | Telephone call from Director Kosanke regarding repayment agreement and correspondence regarding the same. | 0.50     |
| 10/14/2024     | GSR  | Telephone call from and correspondence with Director Kosanke regarding repayment agreement.               | 0.50     |
| 10/15/2024     | GSR  | Correspondence with Ms. Como regarding employee matter.   | 0.25     |
| 10/16/2024     | GSR  | Telephone call from Ms. Como and Mr. Schulte regarding pending matter.                                    | 0.50     |
| 10/24/2024     | GSR  | Correspondence with Mr. Smith regarding pending matter.   | 0.25     |
| Total Services |      |   | \$481.25 |

| ATTORNEY           | HOURS | RATE     | AMOUNT   |
|--------------------|-------|----------|----------|
| GSR GOURI SASHITAL | 2.75  | \$175.00 | \$481.25 |

**KELLER THOMA**  
*A PROFESSIONAL CORPORATION*

CITY OF GROSSE POINTE WOODS  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236  
**Attention: Frank Schulte, City Administrator**

November 01, 2024  
Client: 000896  
Matter: 000000  
Invoice #: 126651

Page: 2

RE: GENERAL MATTERS

---

**Total Amount Due \$481.25**



MCKENNA

HEADQUARTERS  
235 East Main Street  
Suite 105  
Northville, Michigan 48167

O 248.596.0920  
F 248.596.0930  
MCKA.COM

Frank Schulte  
City Administrator  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

October 15, 2024

Invoice No: 21849 - 96

Project 21849 Grosse Pointe Woods Building Services

**Professional Services from September 1, 2024 to September 30, 2024**

Building Department Services - 85% of Revenue

**Contract Amount**

|                          |           |
|--------------------------|-----------|
| Number of Permit Revenue | 64,097.00 |
| Fee Each                 | .85       |
| Total Fee                | 54,482.45 |

**Total Fee \$54,482.45**

Vehicle Credit (500.00)

**Total (\$500.00)**

General Zoning/Administration

General Zoning/Administration professional services.

**Invoice Total \$53,982.45**

**Outstanding Invoices**

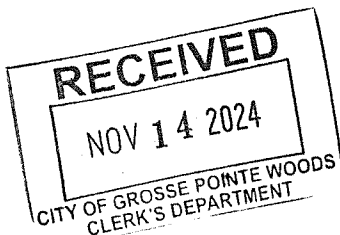
| Number       | Date      | Balance            |
|--------------|-----------|--------------------|
| 95           | 9/21/2024 | 49,839.55          |
| <b>Total</b> |           | <b>\$49,839.55</b> |

101-371-818-000

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

SS 10/22/24

10-22-24 FJ





MCKENNA

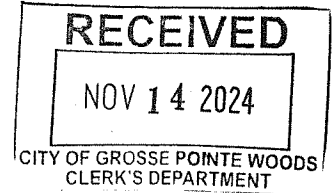
HEADQUARTERS  
235 East Main Street  
Suite 105  
Northville, Michigan 48167

O 248.596.0920  
F 248.596.0930  
MCKA.COM

October 17, 2024

Frank Schulte  
City Administrator  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

Invoice No: 22-064 - 32



Project 22-064 Grosse Pointe Woods Planning Services  
Professional Services from September 1, 2024 to September 30, 2024

Professional Hourly Services

|  | Hours | Rate   | Amount            |
|--|-------|--------|-------------------|
| Senior Principal Planner   |       |        |                   |
|  | 2.00  | 120.00 | 240.00            |
| Finalize Sunningdale Park development feasibility study.   | 1.00  | 120.00 | 120.00            |
| Analyze Sunningdale Park lot split / development feasibility.  |       |        |                   |
| Associate Planner  | 1.00  | 90.00  | 90.00             |
| Address questions in regard to the liquor license request with the special land use and site plan review process.        | 1.50  | 90.00  | 135.00            |
| Address questions regarding the sign ordinance. Prepare the packet for the September 24, 2024 meeting.                   | 3.00  | 90.00  | 270.00            |
| Prepare a memorandum for Council on the liquor license review process and Ordinance standards. Address zoning questions. | 2.25  | 90.00  | 202.50            |
| Prepare for and attend the September 16, 2024 City Council meeting.  | 1.25  | 90.00  | 112.50            |
| Draft and distribute public hearing notices for the October 22, 2024 Planning Commission meeting.                        | 1.00  | 90.00  | 90.00             |
| Finalize and send the Sunningdale Park development scenario for Council review.  | 4.00  | 90.00  | 360.00            |
| Prepare for and attend the September 24, 2024 Planning Commission Meeting.   | 3.00  | 90.00  | 270.00            |
| Prepare for and attend the September 9, 2024 Council meeting.  |       |        |                   |
| Assistant Planner  | 2.00  | 85.00  | 170.00            |
| MSHDA grant  |       |        |                   |
| <b>Total</b>   |       |        | <b>\$2,060.00</b> |

REVIEW SERVICES

19700 Mack Sign Review

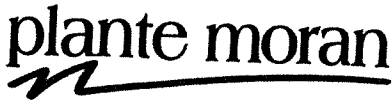
|                   | Hours | Rate  | Amount               |                                 |
|-------------------|-------|-------|----------------------|---------------------------------|
| Associate Planner |       |       |                      |                                 |
|                   | 1.25  | 90.00 | 112.50               |                                 |
| Assistant Planner |       |       |                      |                                 |
|                   | 3.00  | 85.00 | 255.00               |                                 |
| <b>Total</b>      |       |       |                      | <b>\$367.50</b>                 |
|                   |       |       | <b>Invoice Total</b> | <b><u><u>\$2,427.50</u></u></b> |

Outstanding Invoices

| Number       | Date      | Balance           |
|--------------|-----------|-------------------|
| 30           | 8/26/2024 | 826.48            |
| 31           | 9/9/2024  | 1,001.25          |
| <b>Total</b> |           | <b>\$1,827.73</b> |

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

SS 101-371-818.000  
 FJ 10-22-24



Plante & Moran, PLLC  
 1098 Woodward Avenue  
 Detroit, MI 48226  
 Tel: +1 (248) 352-2500

INVOICE

City of Grosse Pointe Woods  
 20025 Mack Plaza Drive  
 Grosse Pte. Woods, MI 48236  
 United States of America

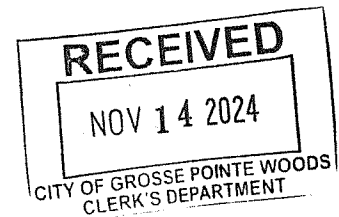
Date: 10/22/2024  
 Client No: 64954  
 Invoice No: 10328996  
 Page: 1

For Professional Services Rendered

|  |           |
|--|-----------|
| Progress bill for services rendered in connection with the June 30, 2024 City of Grosse Pointe Woods financial statement audit engagement                | 15,000.00 |
| Progress bill for services rendered in connection with the June 30, 2024 Municipal Court financial statement audit engagement                            | 500.00    |
| General accounting consulting, including discussions related to self-insurance, leases, pension and OPEB reporting, and financial statement presentation | 1,660.00  |

**Balance Due** \$17,160.00 USD

101-193-819.000 \$3,181.90 SS  
 101-286-818.000 \$500 FS 10-29-24  
 202-530-819.000 \$1,558  
 203-530-819.000 \$1,558  
 226-528-818.000 \$1,340  
 365-907-818.000 \$3,821  
 592-536-818.000 \$2,906  
 661-534-818.000 \$100  
 677-210-818.000 \$1,558



Remittance Information:

Check:

Plante & Moran PLLC  
 16060 Collections Center Drive  
 Chicago, IL 60693

Bank  
 Routing/ABA#  
 Bank Address  
 Account Number  
 Account Name  
<https://www.plantemoran.com/client-payment-portal>

Wire Transfer:

Bank of America  
 026009593  
 222 Broadway  
 New York, NY 10038  
 9890996003  
 Plante & Moran, PLLC

ACH:

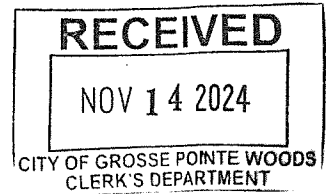
Bank of America  
 071000039  
 100 North Tryon Street  
 Charlotte, NC 28202  
 9890996003  
 Plante & Moran, PLLC

Client Payment Portal:





ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.  
 27555 Executive Drive, Suite 250  
 Farmington Hills, MI 48331  
 (248) 489-4100 Tax ID# 38-3107356



November 12, 2024

City of Grosse Pointe Woods  
 Attn: Frank Schulte, City Administrator  
 20025 Mack Plaza  
 Grosse Pointe Woods, MI 48236

Invoice # 1082452

In Reference To: General Counsel

Professional Services Rendered Through October 31, 2024

|  | <u>Hrs/Rate</u>     | <u>Amount</u> |
|--|---------------------|---------------|
| <u>City Council</u>  |                     |               |
| 10/7/2024 DAW Attend City Council and Committee of the Whole meetings and pre-meeting discussion   | 2.00<br>\$145.00/hr | 290.00        |
| 10/21/2024 DAW Attend Committee of the Whole and City Council meetings   | 1.30<br>\$145.00/hr | 188.50        |
| SUBTOTAL:  | [ 3.30              | 478.50]       |
| <u>General Administration</u>  |                     |               |
| 10/1/2024 DAW Telephone conference with Mayor regarding sign issue   | 0.10<br>\$145.00/hr | 14.50         |
| 10/2/2024 DAW Receipt/review correspondence from City Administrator and from Treasurer regarding a copy of the check issued as final payment to Vortex | 0.20<br>\$145.00/hr | 29.00         |
| DAW Telephone conference with City Administrator regarding liquor license issues   | 0.10<br>\$145.00/hr | 14.50         |

|            |     |   | <u>Hrs/Rate</u>     | <u>Amount</u> |
|------------|-----|---|---------------------|---------------|
| 10/3/2024  | DAW | Receipt/review correspondence from City Clerk with Plus/Minus Pollbook check; Correspondence in response  | 0.40<br>\$145.00/hr | 58.00         |
|            | DAW | Receipt/review correspondence from City Administrator with an updated site plan and floor plans for 20915 Mack Ave (Lola's Tacos); Review plans   | 0.40<br>\$145.00/hr | 58.00         |
| 10/4/2024  | DAW | Telephone conference with City Administrator regarding liquor license application issues and vacant City-owned property issues  | 0.50<br>\$145.00/hr | 72.50         |
|            | DAW | Receipt/review correspondence from Clerk with agenda and packets for meetings on Oct. 7, 2024: City Council, Committee of the Whole and 75th Anniversary Committee; Correspondence to Clerk that the link to the Committee of the Whole agenda and packet does not work | 0.50<br>\$145.00/hr | 72.50         |
| 10/7/2024  | DAW | Receipt/review correspondence from Clerk regarding Committee of the Whole agenda and packet; Review of packet   | 1.30<br>\$145.00/hr | 188.50        |
|            | DAW | Continued review of liquor license issues and MCL 436.1521a (redevelopment)   | 0.80<br>\$145.00/hr | 116.00        |
| 10/9/2024  | DAW | Telephone conference with Mayor regarding liquor license issues   | 0.10<br>\$145.00/hr | 14.50         |
| 10/10/2024 | DAW | Receipt/review of correspondence between City Administrator and Vortex's Senior Sales Project Coordinator regarding final invoice amount and problems encountered with Vortex   | 0.40<br>\$145.00/hr | 58.00         |
|            | DAW | Telephone conference with Mayor regarding site visit invitation   | 0.20<br>\$145.00/hr | 29.00         |
| 10/11/2024 | DAW | Receipt/review correspondence from City Clerk with Election Commission Agenda and Packet for 10/14/24 meeting   | 0.40<br>\$145.00/hr | 58.00         |

|            |   | <u>Hrs/Rate</u>     | <u>Amount</u> |
|------------|---|---------------------|---------------|
| 10/14/2024 | DAW Telephone conference with Public Safety Director regarding contract issue   | 0.30<br>\$145.00/hr | 43.50         |
|            | DAW Receipt/review correspondence from Public Safety Director with two conditional offers of employment for review and MCL 408.478; Review and edit documents; Correspondence in response with revised conditional offer, showing tracked changes | 1.10<br>\$145.00/hr | 159.50        |
|            | DAW Research available Class C liquor licenses in escrow in Wayne County; Review 218 entities on the list; Correspondence to City Administrator   | 1.20<br>\$145.00/hr | 174.00        |
|            | DAW Review of additional edits from labor attorney and voice mail from Public Safety Director; Correspondence in response; Review and approve both employment offers  | 0.50<br>\$145.00/hr | 72.50         |
|            | DAW Attend Election Commission meeting with Public Accuracy Test  | 1.00<br>\$145.00/hr | 145.00        |
|            | DAW Receipt/review correspondence from City Administrator regarding liquor license applicants potentially working together; Correspondence in response  | 0.20<br>\$145.00/hr | 29.00         |
| 10/16/2024 | DAW Receipt/review correspondence from the Attorney General regarding People v Walton and Defendant's eligibility for conviction to be set aside; Correspondence to Attorney Tomlinson with correspondence  | 0.30<br>\$145.00/hr | 43.50         |
|            | DAW Receipt/review correspondence from Assistant City Administrator to Attorney Tomlinson with the proposed Indigent Defense Agreement & Insurance; Receipt/review correspondence from Attorney Tomlinson with response                           | 0.40<br>\$145.00/hr | 58.00         |
|            | DAW Telephone conference with City Administrator regarding liquor license and land sales issues   | 0.20<br>\$145.00/hr | 29.00         |

|            |   | <u>Hrs/Rate</u>     | <u>Amount</u> |
|------------|---|---------------------|---------------|
| 10/17/2024 | DAW Receipt/review correspondence from City Administrator to Mayor and City Council regarding liquor license issues/update  | 0.20<br>\$145.00/hr | 29.00         |
|            | DAW Telephone conference with and receipt/review of correspondence from City Administrator with a March 17, 1975 City Council resolution regarding vacation of a portion of Sunningdale Park Street; Review documents and discussed with City Administrator             | 1.30<br>\$145.00/hr | 188.50        |
|            | DAW Receipt/review correspondence from Attorney O'Loughlin with DRSN appeal brief in DRSN v GPW, Michigan Tax Tribunal 18-000573  | 0.80<br>\$145.00/hr | 116.00        |
|            | DAW Receipt/review correspondence from City Administrator to Engineer regarding surveying of Sunningdale Park property with 1975 City Council resolution; Receipt/review correspondence from Engineer   | 0.30<br>\$145.00/hr | 43.50         |
| 10/18/2024 | DAW Telephone conference with Assistant City Administrator with questions regarding Halloween trunk or treat event  | 0.30<br>\$145.00/hr | 43.50         |
|            | DAW Receipt/review correspondence from Clerk with agendas and packets for the Committee of the Whole and City Council meetings on 10/21/24; Review agendas and packets  | 1.10<br>\$145.00/hr | 159.50        |
| 10/21/2024 | DAW Receipt/review correspondence from Assessor regarding DRSN's brief on appeal  | 0.20<br>\$145.00/hr | 29.00         |
|            | DAW Receipt/review correspondence from City Clerk with correspondence from the Grosse Pointe News about political signs; Research Grosse Point Woods sign ordinance on Municode; Correspondence to Clerk requesting the revised sign ordinance which is not on Municode | 0.90<br>\$145.00/hr | 130.50        |
|            | DAW Telephone conference with N. Clever at the State of Michigan Office of Land Survey Management   | 0.50<br>\$145.00/hr | 72.50         |

|            |  | <u>Hrs/Rate</u>     | <u>Amount</u> |
|------------|--|---------------------|---------------|
| 10/21/2024 | DAW Receipt/review correspondence from City Clerk with the current sign ordinance (not yet available on Municode); Review and respond to question about political signs from the Grosse Pointe News  | 0.70<br>\$145.00/hr | 101.50        |
|            | DAW Receipt/review correspondence from City Administrator regarding status of two applicants for one remaining liquor license  | 0.30<br>\$145.00/hr | 43.50         |
|            | DAW Receipt/review correspondence from N. Clever, State of Michigan, with 22 voluminous attachments concerning plat vacation and Circuit Court action; Begin review of documents   | 1.30<br>\$145.00/hr | 188.50        |
|            | DAW Follow up correspondence to N. Clever at the State of Michigan Office of Land Survey Management  | 0.30<br>\$145.00/hr | 43.50         |
| 10/22/2024 | DAW Receipt/review correspondence from Clerk with a summary of action from the Oct. 7, 2024 City Council meeting   | 0.30<br>\$145.00/hr | 43.50         |
|            | DAW Receipt/review correspondence from Engineer with contract documents for 2024 Pavement Joint and Crack Sealing Program for review and approval  | 0.80<br>\$145.00/hr | 116.00        |
|            | DAW Receipt/review correspondence from Assistant City Administrator with a title commitment for Raymond St./Bournemouth properties; Review document; Correspondence in response  | 0.50<br>\$145.00/hr | 72.50         |
| 10/24/2024 | DAW Receipt/review correspondence from Clerk to Grosse Pointe News reporter regarding political signs; Receipt/review correspondence from reporter's response  | 0.20<br>\$145.00/hr | 29.00         |
|            | DAW Receipt/review correspondence from Assistant City Administrator with correspondence from Chirco Title and property ownership information; Telephone conference from Assistant City Administrator regarding this property ownership issue | 0.90<br>\$145.00/hr | 130.50        |

|            |   | <u>Hrs/Rate</u>     | <u>Amount</u> |
|------------|---|---------------------|---------------|
| 10/24/2024 | DAW Receipt/review of several correspondences from Assistant City Administrator to Chirco Title Agency with numerous attachments concerning property at issue on Bournemouth and abutting properties; Review all documents; Correspondence to Assistant City Administrator  | 0.80<br>\$145.00/hr | 116.00        |
|            | DAW Receipt/review correspondence from Clerk with correspondence requesting redaction of Zoning Board of Appeals minutes which disclose the address of a law enforcement officer; Review Freedom of Information Act exemption; Correspondence in response   | 0.60<br>\$145.00/hr | 87.00         |
| 10/25/2024 | DAW Receipt/review correspondence from Clerk regarding Freedom of Information Act redaction of law enforcement officer's address from Zoning Board of Appeals minutes; Correspondence in response   | 0.40<br>\$145.00/hr | 58.00         |
|            | DAW Receipt/review of three correspondences from Assistant City Administrator with revised title commitment regarding Raymond/Bournemouth property from Chirco Title Agency; Review revised title commitment; Correspondence in response with additional question(s) for Chirco Title; Telephone conference from Assistant City Administrator | 0.80<br>\$145.00/hr | 116.00        |
| 10/29/2024 | DAW Receipt/review correspondence from Associate City Administrator to Chirco Title forwarding questions about the title commitment for Raymond/Bournemouth City-owned property   | 0.20<br>\$145.00/hr | 29.00         |
| 10/30/2024 | DAW Receipt/review correspondence from Chirco Title with title opinion regarding Raymond/Bournemouth City-owned property; Review MCL 560.255b   | 0.50<br>\$145.00/hr | 72.50         |
|            | DAW Receipt/review correspondence from City Clerk with a summary of action from the 10/21/24 City Council meeting   | 0.30<br>\$145.00/hr | 43.50         |

|   | <u>Hrs/Rate</u>     | <u>Amount</u> |
|---|---------------------|---------------|
| 10/30/2024 DAW Receipt/review correspondence from Chirco Title Agency regarding Raymond/Bournemouth property; Correspondence in response to clarify title issue; Correspondence to Assistant City Manager | 0.80<br>\$145.00/hr | 116.00        |
| <br>  |                     |               |
| SUBTOTAL:   | [ 25.90             | 3,755.50]     |
| <br>  |                     |               |
| For professional services rendered  | 29.20               | \$4,234.00    |
| <br>  |                     |               |
| Additional charges:   |                     |               |
|   | <u>Qty/Price</u>    |               |
| <br>  |                     |               |
| <u>City Council</u>   |                     |               |
| 10/7/2024 Attorney Mileage - Council and Committee of the Whole Meetings [D. Walling]   | 73<br>0.67          | 48.91         |
| 10/21/2024 Attorney Mileage - Council Meeting [D. Walling]  | 73<br>0.67          | 48.91         |
| <br>  |                     |               |
| SUBTOTAL:   |                     | [ 97.82]      |
| <br>  |                     |               |
| <u>General Administration</u>   |                     |               |
| 10/7/2024 Photocopies - Liquor Licenses   | 11<br>0.20          | 2.20          |
| <br>  |                     |               |
| SUBTOTAL:   |                     | [ 2.20]       |
| <br>  |                     |               |
| Total costs   |                     | \$100.02      |
| <br>  |                     |               |
| Total amount of this bill   |                     | \$4,334.02    |
| <br>  |                     |               |
| Previous balance  |                     | \$5,529.82    |
| <br>  |                     |               |
| 10/24/2024 Payment - thank you. Check No. 71002   |                     | (\$5,529.82)  |

|             | <u>Amount</u>     |
|-------------|-------------------|
| Balance due | <u>\$4,334.02</u> |

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

| Attorney Summary            |  | Hours | Rate   |
|-----------------------------|--|-------|--------|
| Name                        |  |       |        |
| Debra A. Walling, Associate |  | 29.20 | 145.00 |

101-266-801.000

SS  
FJ 1F13-24

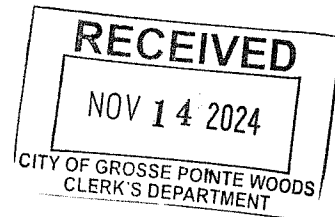


**YORK, DOLAN & TOMLINSON, P.C.**  
Attorneys and Counselors at law  
22600 Hall Road, Suite 205  
Clinton Township, Michigan 48036  
586-263-5060  
Fax 586-263-4763

John A. Dolan (jdolan@yorkdolanlaw.com)  
Timothy D. Tomlinson (ttomlinson@yorkdolanlaw.com)  
Linda M. McGrail (lmcgrail@yorkdolanlaw.com)

Fred A. York (1930-1989)

November 5, 2024



Via Email (fschulte@gpwmi.us)  
Mr. Frank Schulte, City Administrator  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

**RE: YORK, DOLAN & TOMLINSON, P.C. – LEGAL BILLING**

Dear Mr. Schulte:

Enclosed is our statement for legal services rendered for the month of October, 2024. If you have any questions regarding same, please do not hesitate to contact us. We remain,

Very truly yours,

YORK, DOLAN & TOMLINSON, P.C.

*Timothy D. Tomlinson*

Timothy D. Tomlinson

Enclosure

cc: Sue Como, Via Email (scomo@gpwmi.us) w/Enclosure  
Steven Schmidt, Via Email (sschmidt@gpwmi.us) w/Enclosure

# York, Dolan & Tomlinson, P.C.

# INVOICE

22600 Hall Road, Ste. 205  
Clinton Township, MI 48036

Invoice # 235  
Date: 11/05/2024  
Due On: 12/05/2024

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

## 00003-City of Grosse Pointe Woods

### Planning and Zoning

| Type    | Date       | Notes  | Quantity | Rate            | Total           |
|---------|------------|--|----------|-----------------|-----------------|
| Service | 10/24/2024 | Review fence ordinance; TC w/ Collins re: fence appeal | 0.40     | \$155.00        | \$62.00         |
| Service | 10/29/2024 | Review fence ordinance; TC w/ Administration           | 0.40     | \$155.00        | \$62.00         |
| Service | 10/31/2024 | Rec voicemail from Stavale re: Lochmoor; Email Stavale | 0.40     | \$155.00        | \$62.00         |
|         |            |  |          | <b>Subtotal</b> | <b>\$186.00</b> |

## 00008-City of Grosse Pointe Woods

### Prosecutions

| Type    | Date       | Notes  | Quantity | Rate     | Total    |
|---------|------------|--|----------|----------|----------|
| Service | 10/01/2024 | P v Wyatt-Smith - Rec and Rev incident report and (3) videos w/ request for S/C; TC w/ DB; Reply email | 0.80     | \$155.00 | \$124.00 |
| Service | 10/01/2024 | P v Lipare - Rec and rev email with stip and order; Reply email  | 0.30     | \$155.00 | \$46.50  |
| Service | 10/03/2024 | P v Reisterer - Rec and Rev (2) emails from D's attorney; Rec and Rev motion to withdraw               | 0.50     | \$155.00 | \$77.50  |
| Service | 10/07/2024 | Rec and Rev email from DPS re: subpoena  | 0.20     | \$155.00 | \$31.00  |
| Service | 10/07/2024 | P v McKnight - Rec and Rev email from DB w/ incident report and request for S/C; Reply email; TC w/ DB | 0.80     | \$155.00 | \$124.00 |
| Service | 10/07/2024 | P v Alford - Rec and Rev Application to Set Aside Conviction with supporting materials                 | 0.30     | \$155.00 | \$46.50  |
| Service | 10/08/2024 | P v Kellett - Rec and Rev Demand for Discovery; Email DPS  | 0.30     | \$155.00 | \$46.50  |

|         |            |   |      |                 |                   |
|---------|------------|---|------|-----------------|-------------------|
| Service | 10/08/2024 | P v Gula - Rec and review audio   | 0.20 | \$155.00        | \$31.00           |
| Service | 10/08/2024 | P v McKnight - Rec and Rev email w/ Demand for Discovery; Email DPS                                       | 0.40 | \$155.00        | \$62.00           |
| Service | 10/08/2024 | P v McKnight (2) - Rec and Rev email w/ Demand for Discovery; Email DPS                                   | 0.40 | \$155.00        | \$62.00           |
| Service | 10/09/2024 | Prepare and attend municipal prosecutions   | 2.50 | \$155.00        | \$387.50          |
| Service | 10/10/2024 | P v Guidi - Rec and Rev email w/ incident report, video and request for S/C; Reply email                  | 0.80 | \$155.00        | \$124.00          |
| Service | 10/14/2024 | Rec and Rev email from court  | 0.20 | \$155.00        | \$31.00           |
| Service | 10/14/2024 | P v McKnight - Rec and Rev (2)email re: discovery; (2) Reply email; Email DPS                             | 0.60 | \$155.00        | \$93.00           |
| Service | 10/14/2024 | P v Cameron - Rec and Rev text from court; Reply text   | 0.20 | \$155.00        | \$31.00           |
| Service | 10/14/2024 | P v Kennet - Rec and Rev email w/ stip and order; Reply email   | 0.30 | \$155.00        | \$46.50           |
| Service | 10/16/2024 | Prepare and attend municipal prosecutions   | 1.80 | \$155.00        | \$279.00          |
| Service | 10/17/2024 | P v Prost - Rec and rev email w/ incident report and witness statements w/ request for S/C; Reply email   | 0.70 | \$155.00        | \$108.50          |
| Service | 10/17/2024 | P v Jordan - Attend PT via Zoom   | 0.40 | \$155.00        | \$62.00           |
| Service | 10/18/2024 | P v Prost - TC w/ D's atty.; Rec and Rev Appearance and Demand for Discovery; Reply email; Email DPS      | 0.70 | \$155.00        | \$108.50          |
| Service | 10/18/2024 | P v Kellett - Rec and Rev response to Demand for Discovery  | 0.30 | \$155.00        | \$46.50           |
| Service | 10/24/2024 | P v Prost - Rec and Rev email; Reply email  | 0.20 | \$155.00        | \$31.00           |
| Service | 10/25/2024 | Rec and Rev email from court  | 0.20 | \$155.00        | \$31.00           |
| Service | 10/29/2024 | P v Harris - Rec and Rev email from DPS w/ request for S/C; Review incident report; TC w/ DB; Reply email | 0.60 | \$155.00        | \$93.00           |
| Service | 10/29/2024 | P v Lipare - TC w/ D's atty.  | 0.20 | \$155.00        | \$31.00           |
| Service | 10/30/2024 | Prepare and attend municipal prosecutions   | 2.30 | \$155.00        | \$356.50          |
| Service | 10/30/2024 | P v Allen - Rec and Rev Demand for Discovery; Email DPS   | 0.40 | \$155.00        | \$62.00           |
|         |            |   |      | <b>Subtotal</b> | <b>\$2,573.00</b> |

**00049-City of Grosse Pointe Woods**

**General**

| Type            | Date       | Notes  | Quantity | Rate     | Total             |
|-----------------|------------|--|----------|----------|-------------------|
| Service         | 10/01/2024 | Review revised corresp from Collins re: 1318 N Renaud; Reply email         | 0.20     | \$155.00 | \$31.00           |
| Service         | 10/01/2024 | (2) TC w/ DB regarding next of kin in Boyer death; Review estate documents | 1.10     | \$155.00 | \$170.50          |
| Service         | 10/16/2024 | Review and revise MACC 2024/2025 Contract; Email administration            | 1.20     | \$155.00 | \$186.00          |
| Service         | 10/21/2024 | TC w/ Collins re: 1310 N Renaud  | 0.20     | \$155.00 | \$31.00           |
| Service         | 10/24/2024 | (2) TC's w/ Administration re: signs; Rec and Rev email                    | 0.40     | \$155.00 | \$62.00           |
| <b>Subtotal</b> |            |  |          |          | <b>\$480.50</b>   |
| <b>Total</b>    |            |  |          |          | <b>\$3,239.50</b> |

**Detailed Statement of Account**

**Current Invoice**

| Invoice Number                  | Due On     | Amount Due | Payments Received | Balance Due       |
|---------------------------------|------------|------------|-------------------|-------------------|
| 235                             | 12/05/2024 | \$3,239.50 | \$0.00            | \$3,239.50        |
| <b>Outstanding Balance</b>      |            |            |                   | <b>\$3,239.50</b> |
| <b>Total Amount Outstanding</b> |            |            |                   | <b>\$3,239.50</b> |

Please make all amounts payable to: York, Dolan & Tomlinson, P.C.

Please pay within 30 days.

101-266-801.200 \$186  
 101-266-801.100 \$2,573  
 101-266-801.000 \$480.50  
 SS 11-7-24  
 FS 11-7-24



**CITY OF GROSSE POINTE WOODS**  
**MEMORANDUM**

**DATE: November 11, 2024**

**TO: Mayor and City Council**

**FROM: Frank Schulte**

**SUBJECT: Issuance recommendation of the city's remaining Class C liquor license to Daily Jam GP, LLC and Memorandum of Understanding between BCM Restaurants, LLC aka Lola's Taco (20195 Mack Avenue) and Daily Jam GP, LLC**

RECEIVED

NOV 13 2024

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Daily Jam GP, LLC and BCM Restaurants, LLC aka Lola Taco's Bar are new restaurants seeking the city's last available Class C liquor license in Grosse Pointe Woods. At the September 9, 2024 city council meeting, the item was tabled until they both perused a site plan review and a special land use recommendation from the planning commission.

Instead of allowing only one restaurant to secure the remaining city license, administration reached out to both owners to discuss the possibility of negotiating and sharing the cost of securing a second license. This way, neither would be left without a license nor have to pay full price for one. After several discussions, they came to a mutual understanding.


As outlined in the attached Memorandum of Understanding (MOU), Daily Jam GP, LLC will share the expense of obtaining a Class C Liquor License for BCM Restaurants, LLC on the premise that city council agrees to grant its last quota license to Daily Jam GP, LLC.

In addition, the MOU states that BCM Restaurants, LLC "*shall withdraw its application for the city License.*"

In addition, it is understood that the city's recommendation to the MLCC is conditioned upon Daily Jam GP, LLC signing an agreement which provides that if or when Daily Jam GP, LLC no longer needs the city's quota license that it will be returned to the city. This agreement and the MOU will allow both restaurants to move forward with their business plans at a lower cost. In this scenario, everyone wins and both can proceed with their plans.

It is my recommendation that city council agree to submit the Local Government Approval Resolution to the Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission for consideration of issuance of the city's last Class C liquor license be given to the Daily Jam GP, LLC (20710 Mack Avenue), conditioned upon and subject to Daily Jam GP, LLC signing an Agreement Restricting Transfer of the Class C Liquor License.

Recommended for Approval:

  
Frank Schulte, City Administrator

**AGREEMENT RESTRICTING CERTAIN TRANSFER  
OF CLASS C LIQUOR LICENSE**

City of Grosse Pointe Woods, Michigan

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between DAILY JAM GP, LLC, a Michigan limited liability company (the "Applicant"), and THE CITY OF GROSSE POINTE WOODS, a Michigan municipal corporation (the "City").

RECITALS

- A. The Applicant has requested that the City recommend to the Liquor Control Commission (the "MLCC") approval of the issuance of a new Class C liquor license ("New Quota License") from the City's quota of such licenses for use at 20710 Mack Avenue, Grosse Pointe Woods, Michigan 48236; and
- B. As of the date of this Agreement, the City has only one (1) New Quota License available for possible issuance; and
- C. The City's ability to encourage economic development and business growth within the City is enhanced by the City's ability to award New Quota Licenses; and
- D. The City's ability to encourage economic development and business growth within the City may be undermined if current liquor licensees are able to transfer the location of the quota license to a location outside the boundaries of the City; and
- E. The City has determined that it is critical to accomplish its goals for the remaining one New Quota License to remain in the City; and
- F. Under Section 501 of the Michigan Liquor Control Code of 1998 (MCL 436.1531), it is within the City's discretion to approve the issuance of the New Quota License and the City is not required to issue a minimum number of New Quota Licenses; and
- G. Based on the above, the City has decided that it will not issue the New Quota License to the Applicant unless the Applicant is willing to abide by the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

1. The Recitals above are incorporated herein by reference and expressly agreed to and made a part of this Agreement for all purposes.

2. The City will, in reliance upon the Applicant's agreement herein, recommend to the MLCC approval of the New Quota License to be utilized at 20710 Mack Avenue, Grosse Pointe Woods, Michigan 48236.

3. The Applicant agrees that if for any reason it should discontinue the use and operation of the New Quota License for a period in excess of ninety (90) consecutive days without the prior written consent of the City, then, and in that event, the Applicant shall return the New Quota License to the MLCC and shall request that its rights to the license be terminated and that the license not be placed or continued in escrow, but instead be returned to the City to be added to its available licenses under the quota provisions of Section 531 of the Michigan Liquor Control Code of 1998 (MCL 436.1531).

4. Nothing in this Agreement shall prohibit the Applicant from selling, assigning, or transferring its interest in the license and/or business, nor from transferring the location of said license within the boundaries of the City, subject to the prior approval of the City.

5. Prior to the Applicant transferring, selling or assigning its interest in the New Quota License and/or business to another person or entity, the Applicant shall present to the City for approval a new agreement incorporating the same terms and conditions of this Agreement, fully executed by the transferee, purchaser or assignee, verifying that the transferee, purchaser or assignee agrees to abide by the terms of this Agreement.

6. The City and the Applicant acknowledge that this Agreement and the covenants and obligations herein are unique, and in the event of default by the Applicant, the City will not be able to be adequately compensated in damages. It is, therefore, agreed that in the event of

a default by the Applicant hereunder, the City shall have the right to enforce the terms and provisions hereof by an action for specific performance, and if the City prevails in such action, it shall be entitled to recover its costs and attorney fees.

7. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Michigan, without regard to its conflicts of law principles, or any principles that may require the application of the laws of any other jurisdiction.

8. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality or unenforceability shall not affect the enforceability of any other provision of this Agreement. This Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it. The remainder of the Agreement shall remain in full force and effect.

9. No waiver, alteration, amendment or modification of any provision of this Agreement shall be binding unless in writing and signed by the parties hereto. The fact that one of the parties to this Agreement may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party.

10. It is the intention of the parties that this Agreement is not made for the benefit of any private third party.

11. This Agreement shall be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

12. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, superseding any prior oral or written agreements or understandings.





**CITY OF GROSSE POINTE WOODS**

\_\_\_\_\_  
By: Arthur W. Bryant  
Its: Mayor

STATE OF MICHIGAN    )  
                                  ) ss  
COUNTY OF WAYNE    )

The foregoing Agreement was acknowledged before me by Arthur W. Bryant, Mayor, on behalf of the City of Grosse Pointe Woods, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“Agreement”) is hereby entered into as of the date of the final signature below (the “Effective Date”) by and between BCM Restaurants LLC (“BCM”) and DAILY JAM GP, LLC (“DAILY JAM”) (collectively referred to as the “Parties” and individually as a “Party”).

**RECITALS:**

A. BCM has applied for the last available Michigan Liquor Control Commission (“MLCC”) allowed quota Retail – On Premises Class C license (“City License”) from Grosse Pointe Woods City.

B. DAILY JAM has also applied for the License.

C. BCM and DAILY JAM wish to enter into this Agreement whereby DAILY JAM will obtain the City License. BCM purchases a third party Wayne County Class C liquor License (“Third Party License”), and for DAILY JAM to contribute to one half the cost of the purchase of the Third Party License.

D. This Agreement shall constitute a binding agreement between the Parties.

**NOW, THEREFORE**, for adequate consideration, the value of which is hereby acknowledged and accepted as sufficient by the Parties, the Parties agree as follows:

**MATERIAL TERMS AND CONDITIONS:**

1. The above-stated Recitals to this Agreement are incorporated by reference as though fully stated herein.
2. BCM shall withdraw its application for the City License.
3. BCM shall purchase the Third Party License for a purchase price up to Eighty Thousand (\$80,000.00) Dollars for use at 20195 Mack Ave., Grosse Pointe Woods, MI. BCM shall use best efforts to purchase said license for as low a price as reasonably possible.
4. DAILY JAM shall pay for one half of the purchase price of the Third Party License and shall place in escrow with BCM’s attorney’s client trust account the amount Forty Thousand (\$40,000.00) Dollars (“Escrowed Funds”) within three business days of the execution of this Agreement. IF BCM’s price for the license is lower than \$80,000.00,

Daily Jam will be refunded ½ of the difference, so that Daily Jam and BCM each contribute ½ of the purchase price of the Third Party License.

5. BCM shall use the Escrowed Funds to purchase the Third Party License. BCM shall have an executed P/A on a Liquor License no later than 12-31-24. If BCM Restaurants LLC does not have an executed Purchase Agreement on or before December 31, 2024, the escrowed funds will be returned to DAILY JAM GP LLC.
  
6. BCM agrees, through its affiliated entity, to purchase the real estate, commonly known as 20195 Mack Ave., Gross Pointe Woods, MI, on or before December 31, 2024. If BCM, through its affiliated entity, does not close on the purchase of the above mentioned real estate by December 31, 2024, the Escrowed Funds will be returned to DAILY JAM. If BCM Restaurants LLC does not close on the purchase of the Third Party License by June 30, 2025, the Escrowed Funds will be returned to DAILY JAM.
  
7. BCM shall obtain MLCC approval on or before June 30, 2025. If BCM Restaurants LLC does not received MLCC approval on or before June 30, 2025, the Escrowed Funds will be returned to DAILY JAM.
  
8. Miscellaneous.
  - a. Each Party represents and warrants that it has all required authorizations to enter into and perform its obligations under this Agreement.
  
  - b. This Agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Michigan exclusive of conflict or choice of law rules. Any action arising from this Agreement shall be filed in Wayne County, Michigan.
  
  - c. The Parties may not assign this Agreement, without the prior written consent of the other Parties unless such assignment is made to their individual trusts.
  
  - d. The signatures of the Parties who sign different counterparts of this Agreement shall have the same effect as if those Parties had signed the same counterpart of this Agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. Facsimile or electronic mail/pdf signatures of the Parties executing this Agreement shall bear the same weight and authority as if an original signature.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, each of the Parties

has executed a counterpart of this Agreement as of the Effective Date set forth above.

BCM Restaurants LLC

DAILY JAM GP, LLC

By: \_\_\_\_\_  
Branden McRill, Authorized Member

By: \_\_\_\_\_  
\_\_\_\_\_, Authorized Member

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Local Government Approval**  
(Authorized by MCL 436.1501)

**Instructions for Applicants:**

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

**Instructions for Local Legislative Body:**

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ meeting of the \_\_\_\_\_ council/board  
(regular or special) (name of township, city, village)

called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
(date) (time)

the following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the application from \_\_\_\_\_  
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): \_\_\_\_\_  
(list specific licenses requested)

to be located at: \_\_\_\_\_

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: \_\_\_\_\_

It is the consensus of this body that it \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the \_\_\_\_\_  
council/board at a \_\_\_\_\_ meeting held on \_\_\_\_\_  
(regular or special) (date) (name of township, city, village)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:  
Michigan Liquor Control Commission  
Mailing address: P.O. Box 30005, Lansing, MI 48909  
Overnight packages: 2407 N. Grand River, Lansing, MI 48906  
Fax to: 517-763-0059

**Motion** by Koester, seconded by Granger, regarding **First Reading: Add to Article 5, Section 50-5.22 – Exterior Lighting**, that the City Council concur with the recommendation of approving this zoning ordinance amendment, set a date of November 18, 2024, for second reading and final adoption, and to authorize the City Clerk to publish same by title in the Grosse Pointe News.

Motion carried by the following vote:

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



# Memorandum: Exterior Lighting

**TO:** Grosse Pointe Woods City Council  
**FROM:** Brigitte Smith Wolf, AICP  
**SUBJECT:** Exterior Lighting Requirements to Consider  
**DATE:** October 17, 2024

The addition to the Ordinance provided below is to better regulate exterior lighting. As it is now, the Zoning Ordinance (**Section 50-6.1**) does allow for the Building Department or Planning Commission to request a more detailed lighting plan and/or photometric study to assure adequate protection of surrounding properties; however, it does not provide any guidance on measurable indicator or thresholds for acceptable illumination levels. The proposed addition to the Ordinance below, offer these regulations.

The purpose of this section is to protect the health, safety, and welfare of the public by encouraging lighting practices and systems that will minimize glare and light trespass while recognizing the need for buildings and sites to be illuminated for safety, security, visibility, and enhancement. The proposed amendments provide standards for exterior lighting with measurable indicators to improve visibility and minimize nighttime lighting disturbances more consistently and proactively.

The proposed amendment on the following pages are supported by Planning Commission and the public hearing for the proposed amendment was held at the July 23, 2024, Planning Commission meeting.

## DEFINITIONS:

**Lumens** – A measurement of light emitted by a source. It can be LED, fluorescent, halogen or incandescent. Also known as “brightness” or “light output.” Reference point: A standard 100-watt incandescent light bulb produces about 1,500 – 1,700 lumens.

**Footcandles** – A unit of illumination: defined as one lumen per square foot.



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

**ORDINANCE NO. \_\_\_\_ -**

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF GROSSE POINTE WOODS, CHAPTER 50 – ZONING TO ADD SECTION 50-5.22 EXTERIOR LIGHTING TO CREATE MEASURABLE INDICATORS TO IMPROVE VISIBILITY AND MINIMIZE NIGHTTIME LIGHTING DISTURBANCES MORE CONSISTENTLY AND PROACTIVELY.**

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

**Section 1.** The City of Grosse Pointe Woods Code of Ordinances, Chapter 50 - Zoning, Section 50-5.22 Exterior Lighting, is hereby amended to include regulations of exterior lighting as follows:

**50.5.22 Exterior Lighting**

The purpose of this section is to protect the health, safety, and welfare of the public by encouraging lighting practices and systems that will minimize glare and light trespass while recognizing the need for buildings and sites to be illuminated for safety, security, visibility, and enhancement. This section provides standards for exterior lighting with measurable indicators to improve visibility and minimize nighttime lighting disturbances more consistently and proactively.

- A. *Regulating Illumination Levels by Footcandles.* Existing and proposed lights may not exceed the following maximum intensity levels (measured at a height of 5-feet above grade);

| Location/Use  | Maximum Level of Illumination (footcandles “fc”) |
|---|--|
| Overall average for the site  | 5.0 fc   |
| At any point within the site  | 10.0 fc  |
| At rear property line   | 0.5 fc   |
| At the public right of way / sidewalk along the front property line, for properties with building setback 5 feet or less                  | 5.0 fc   |
| At the public right of way / sidewalk along the front property line, for properties with buildings of a front setback greater than 5 feet | 1.0 fc   |
| Gas Station (under canopy only)   | 20.0 fc  |

- B. *Shielding.* All exterior lighting, excluding accent lighting in residential districts, must be fully cut off and shielded so the surface of the source of the light is not visible, and is directed downward and shielded away from adjacent properties, with consideration to protecting residential uses.
- C. *Non-Essential Lighting.* Non-essential lighting must be turned off after business hours, except for the minimum necessary security lighting. The use of a motion detector or other automatic timing system of security lighting is encouraged.
- D. *Consistent Fixtures.* The type and design of lighting must be consistent throughout a site.
- E. *Impact.* Lighting must be arranged so as to not adversely affect driver visibility on rights-of-way.
- F. *Decorative Lighting.* Buildings within the C and C-F districts must feature decorative lighting on all façades which face the public right-of-way. Wall pack type lighting is prohibited.
- G. *Gas Station Lighting.* Lighting under gas station canopies is limited to fully recessed lighting fixtures.
- H. *Sign Lighting.* Illuminated signs must comply with the footcandle measurements of the overall site and cannot cause the site to exceed the maximum allowable footcandles at any point within the site or from the public right-of-way.
- I. *Exempt Lighting.* The following are exempt from the requirements of this Article:
  - a. Required exit signs and safety lights for stairs and ramps.
  - b. Temporary holiday lights (provided that such lighting is installed no more than 60-days prior to, and 30 days following, the holiday such decorations represent).
  - c. Lights required by the Federal Aviation Administration, or other federal or state agency.
  - d. Interior lights.
  - e. Temporary lights necessary for construction or emergencies.
- J. *Prohibited Lighting.* The following lights are prohibited:
  - a. Rope lights (including neon, except when used in outlined tubing signs) around and within window and door openings.
  - b. Aerial lasers and/or “searchlight” style lights.
  - c. Flashing, moving, or intermittent lights (including lighting that changes colors).
  - d. Other intense lights, defined as having a light source exceeding 3,000 lumens per fixture.
- K. *Special Exception Lighting.*
  - a. Lighting systems not complying with the requirements of this Article, but consistent with its intent, may be considered by the Planning Commission, subject to special land

- use approval. This includes instances of: a) Sport fields and stadiums. b) Public monuments, public buildings, government facilities, and religious institutions. c) Any other lighting application determined to be appropriate by the Planning Commission. 2)
- b. The Planning Commission must find that the proposed lighting will not create unwarranted glare, sky glow, or light trespass. The applicant must demonstrate that every reasonable effort has been made to mitigate obtrusive light and artificial sky glow, supported by a signed statement from a registered engineer or by a lighting certified professional describing the mitigation measures.

L. *Lighting Nuisance Violations:* Any luminaries erected, constructed, enlarged, altered, replaced, moved, improved, or converted contrary to the provisions of this section shall be unlawful and declared a light nuisance as determined by the Building Official, and is subject to abatement in accordance with Illuminating Engineering Society of North America (IESNA) recommendations in the manner provided by law.

M. *Non-Conformities:* Any nonconformities existing at the time of the enactment of this section may continue or be maintained subject to the following provisions, provided that they do not cause a nuisance.

- a. If a nonconforming luminaire is destroyed, it shall be repaired, reconstructed or replaced, in conformity with all the provisions of this ordinance, and the remnants of the former luminaire shall be removed from the property. For purposes of this section, a nonconforming luminaire is “destroyed” if damaged to an extent that the cost of repairing the luminaire to its former condition or replacing it with an equivalent luminaire equals or exceeds 50 percent of the replacement value of the luminaire so damaged, including labor.
- b. Subject to the other provisions of this section, nonconforming luminaries may be repaired so long as the cost of such work does not exceed 50 percent of the cost of such luminaire within any 12-month period.
- c. At the time that a non-conforming luminaire is replaced, moved, upgraded, or otherwise changed, the luminaire must be brought into compliance with the requirements of this ordinance. Routine maintenance, including changing the lamp, ballast, starter, photo control, lens and other required components, is permitted for all existing fixtures.

**Section 2. Repealer Clause.** Any ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**Section 3. Validity and Severability.** Should any portion of this Ordinance be found invalid for any reason, such a holding shall not be construed as affecting the validity of the remaining portions of the Ordinance.

**Section 4. Effective Date.** This Ordinance shall be effective twenty (20) days from and after its adoption by the City of Grosse Pointe Woods City Council.

AYES.....

NAYS.....

ABSENT.....

\_\_\_\_\_  
Arthur W. Bryant, Mayor

Attested:

\_\_\_\_\_  
Paul Antolin, City Clerk

**CERTIFICATION OF CLERK**

I, Paul Antolin, City Clerk of the City of Grosse Pointe Woods, Wayne County, Michigan, do hereby certify that Ordinance No. \_\_\_\_\_ was adopted by the City Council of Grosse Pointe Woods, assembled in regular session on August \_\_\_\_\_, 2024. Said Ordinance was posted in the following places:

Notice of said posting was published in \_\_\_\_\_(*insert newspaper*) on July \_\_\_\_\_, 2024.

\_\_\_\_\_  
Paul Antolin, City Clerk

First Reading: \_\_\_\_\_

Proposed Second Reading: \_\_\_\_\_

Published by Title: \_\_\_\_\_

Adopted: \_\_\_\_\_

Effective: .....

Published Final: .....

AFFIDAVIT OF LEGAL PUBLICATION

# Grosse Pointe News

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

RECEIVED  
NOV 06 2024  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

COUNTY OF WAYNE  
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

CITY OF GROSSE POINTE WOODS

was duly published in accordance with instructions, in the GROSSE POINTE NEWS on  
the following date: NOVEMBER 7, 2024

#1 2ND READ CHAP 6

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

*Melanie Mahoney*

*Jaquelyn E Knisel*  
Notary Public

City of Grosse Pointe Woods, Michigan  
NOTICE IS HEREBY GIVEN that the City Council will be considering the following proposed  
two (2) Ordinance amendments for second readings at its meeting scheduled for November 18,  
2024 at 7:15 p.m. in the Council Chambers/Court Room of the Robert E. Noville Municipal  
Center. The proposed Ordinance amendments are available for public inspection at the  
Municipal Center, 20025 Mack Plaza Dr., between 8:30 a.m. and 5:00 p.m., Monday through  
Friday. The Council meeting is open to the public. All interested persons are invited to attend.  
1) AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY  
OF GROSSE POINTE WOODS, CHAPTER 26 - LAND DEVELOPMENT -  
SECTION 26-34 - SITE GRADING AND SECTION 26-5 - RESIDENTIAL  
PLOT PLAN AND SITE PLAN SUBMITTALS, TO PROVIDE CLARITY THE  
SITE GRADING INFORMATION NEEDED FOR RESIDENTIAL VERSUS  
COMMERCIAL PROJECTS.  
2) AN ORDINANCE TO AMEND THE ZONING ORDINANCE FOR THE CITY OF  
GROSSE POINTE WOODS, ADD TO ARTICLE 5, SECTION 50-5.22 - EXTERIOR  
LIGHTING, TO PROVIDE STANDARDS FOR EXTERIOR LIGHTING WITH  
MEASURABLE INDICATORS TO IMPROVE VISIBILITY AND MINIMIZE  
NIGHTTIME LIGHTING DISTURBANCES MORE CONSISTENTLY AND  
PROACTIVELY.  
Paul Antolin  
City Clerk  
G.P.W. 11/7/2024

JACQUELYN E KNISEL  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MACOMB  
My Commission Expires July 05, 2030  
Acting in the County of Wayne