



**CITY OF GROSSE POINTE WOODS**  
**CITY COUNCIL MEETING AGENDA**  
**Monday, March 02, 2026 at 7:00 PM**

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

**1. CALL TO ORDER**

A. Administrative Memo: February 26, 2026

**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 02/23/26

**B. Items Received and Placed on File**

1. Planning Commission Minutes 01/27/26 with Recommendations

**C. Bids/Proposals/Contracts/Resolutions**

1. Conference of Eastern Wayne (CEW) Second Restated Interlocal Agreement and Public Safety Communications System Agreement and Appendix

- a) Memo 02/25/26 - Director of Public Safety Kosanke
- b) Proposed CEW Second Restated Interlocal Agreement
- c) Proposed CEW Public Safety Communications System Agreement

2. Water Meter Reader Cellular Fees

- a) Memo 02/24/26 - Director of Public Services Kowalski

3. DIRECTV Uniform Video Service Local Franchise Agreement

- a) Letter 02/10/26 - Scott J. Alexander, Sr. Director - External Affairs, DIRECTV
- b) Uniform Video Service Local Franchise Agreement
- c) Letter 02/27/26 - Joellen Shortley, Rosati Schultz Joppich & Amtsbuechler PC
- d) Resolution Approving Renewal
- e) Exhibit A - DIRECTV Video Franchise Renewal Agreement

**D. Claims and Accounts**

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers

- a) Torrey Road Pump Station Generator - Invoice No. 163476 - Proj. No. 0160-0473 - 02/16/26 - \$1050.00.

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cc: Council - 7  
City Manager  
City Attorney

Treasurer/Comptroller  
City Clerk  
Email Group/Media

Post - 3

- b) Lee Ct., Doyle Ct. & Thorntree Water Mains - Invoice No. 163478 - Proj. No. 0160-0497 - 02/16/26 - \$2,266.67.
- c) 2025-2026 General Engineering - Invoice No. 163479 - Proj. No. 0160-0498 - 02/16/26 - \$4,999.20.
- d) 2025-2026 GIS Maintenance - Invoice No. 163480 - Proj. No. 0160-0499 - 02/16/26 - \$1,250.49.
- e) Vernier & Mack Ave. Intersection Improvement - Invoice No. 163488 - Proj. No. 0160-0455 - 02/16/26 - \$9,331.38.
- f) 2025 Sewer Rehab Program - Invoice No. 163489 - Proj. No. 0160-0495 - 02/16/26 - \$4,118.53.

**2. State of Michigan - MDOT 00183**

- a) Program #218128CON (Vernier Rd.) - 02/04/26 - \$12,184.63.
- b) Program #219533CON (Sunningdale Dr.) - 02/04/26 - \$16,576.93.

**3. Trident Public Risk Solutions - Deductible Recovery Group - Liability Deductibles - Invoice No. 1338249 - 02/11/26 - \$23,582.20.**

**7. PRESENTATION**

- A. Special Presentation from Third Circuit Court
- B. Department of Public Safety Promotions - Oaths of Office
  - a) Memo 02/23/26 - Director of Public Safety Kosanke

**8. NEW BUSINESS/PUBLIC COMMENT**

We welcome comments from residents. If you wish to speak, please state your name and address. You will have a maximum of three (3) minutes to address the City Council. City Council members will listen to your concerns, but will not answer questions. If you have a question or need additional information, we will be happy to direct you to the appropriate person after the meeting. Thank you for your cooperation.

**9. 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 MANAGER

**Subject: Recommendations for the Regular Council Meeting of March 2, 2026**

- 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 02/23/26

**B. Items Received and Placed on File**

1. Planning Commission Minutes 01/27/26 with Recommendations\*

*\*Both recommendations were addressed at the 02/23/26 Council Meeting.*

**C. Bids/Proposals/Contracts/Resolutions**

1. Conference of Eastern Wayne (CEW) Second Restated Interlocal Agreement and Public Safety Communications System Agreement and Appendix
  - a) Memo 02/25/26 - Director of Public Safety Kosanke
  - b) Proposed CEW Second Restated Interlocal Agreement
  - c) Proposed CEW Public Safety Communications System Agreement
2. Water Meter Reader Cellular Fees
  - a) Memo 02/24/26 - Director of Public Services Kowalski
3. DIRECTV Uniform Video Service Local Franchise Agreement
  - a) Letter 02/10/26 - Scott J. Alexander, Sr. Director - External Affairs, DIRECTV
  - b) Uniform Video Service Local Franchise Agreement
  - c) Letter 02/27/26 - Joellen Shortley, Rosati Schultz Joppich & Amtsbuechler PC
  - d) Resolution Approving Renewal
  - e) Exhibit A - DIRECTV Video Franchise Renewal Agreement

**D. Claims and Accounts**

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers
  - a) Torrey Road Pump Station Generator - Invoice No. 163476 - Proj. No. 0160-0473 - 02/16/26 - \$1050.00.
  - b) Lee Ct., Doyle Ct. & Thorntree Water Mains - Invoice No. 163478 - Proj. No. 0160-0497 - 02/16/26 - \$2,266.67.
  - c) 2025-2026 General Engineering - Invoice No. 163479 - Proj. No. 0160-0498 - 02/16/26 - \$4,999.20.
  - d) 2025-2026 GIS Maintenance - Invoice No. 163480 - Proj. No. 0160-0499 - 02/16/26 - \$1,250.49.
  - e) Vernier & Mack Ave. Intersection Improvement - Invoice No. 163488 - Proj. No. 0160-0455 - 02/16/26 - \$9,331.38.
  - f) 2025 Sewer Rehab Program - Invoice No. 163489 - Proj. No. 0160-0495 - 02/16/26 - \$4,118.53.
2. State of Michigan - MDOT 00183
  - a) Program #218128CON (Vernier Rd.) - 02/04/26 - \$12,184.63.
  - b) Program #219533CON (Sunningdale Dr.) - 02/04/26 - \$16,576.93.
3. Trident Public Risk Solutions - Deductible Recovery Group - Liability Deductibles - Invoice No. 1338249 - 02/11/26 - \$23,582.20.

Item 7 PRESENTATION(S)

Item 7A SPECIAL PRESENTATION FROM THE THIRD CIRCUIT COURT  
Prerogative of the Mayor to ask the presenter(s) to begin their presentation.

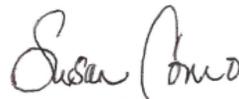
Item 7B DEPARTMENT OF PUBLIC SAFETY PROMOTIONS – OATHS OF OFFICE  
Prerogative of the Mayor to ask Director of Public Safety Kosanke to present the promotions to Sergeant Brian Christopher Urban and Officer Dennis Scott Walker and ask the Deputy Clerk to administer the Oaths of Office.

Item 8 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.

\*Reiterate the 3-minute time limit and Public Comment Sign-up Sheet.

Item 9 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,



Susan Como  
City Manager

MINUTES OF THE RESCHEDULED CITY COUNCIL MEETING OF THE CITY OF GROSSE  
POINTE WOODS HELD ON MONDAY, FEBRUARY 23, 2026, 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 7:31 p.m. by Mayor Bryant.

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

Also Present: City Manager Como  
City Attorney Walling  
City Treasurer/Comptroller Schmidt  
City Clerk Antolin  
Director of Public Services Kowalski  
City Planner Mangan

**Motion** by Motschall, seconded by Brown, that Councilmember Gafa be excused from tonight's meeting.

Motion carried by the following vote:

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

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

The following Commission members were in attendance:

- Catherine Dumke, Senior Citizens' Commission
- Donna O'Keefe, Planning Commission

**Motion** by Granger, seconded by Koester, 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, Granger, Koester, McConaghy, Motschall  
No: None  
Absent: Gafa

**Motion** by McConaghy, seconded by Brown, that all items (6A-6E) on the consent agenda be approved as presented, except item D2 which has been removed from the consent agenda for discussion.

**A. Approval of Minutes**

1. Council 02/02/26
2. Zoning Board of Appeals 02/02/26

**B. Items Received and Placed on File**

1. Beautification Advisory Commission Minutes 01/14/26
2. Citizens' Recreation Commission Minutes 01/13/26, 12/09/25 with recommendation\*  
*\*This recommendation is regarding budget approval for FY 2026-2027 in the amount of \$18,500.00.*
3. Judicial Liaison Committee Minutes 02/05/24
4. Senior Citizens' Commission Minutes 11/18/25, 01/20/26 Minutes Excerpt with recommendation\*  
*\*This recommendation is regarding budget approval for FY 2026-2027 in the amount of \$3,500.00.*

**C. Monthly Financial Report**

1. January 2026

**D. Bids/Proposals/Contracts**

1. Commercial Cross Connection Control Program
  - a) Memo 01/22/26 - Director of Public Services Kowalski
  - b) Proposed HydroCorp Service Agreement 01/15/26
2. 2026 Fee Schedule Updates – (Removed from Consent Agenda for Discussion)
  - a) Memo 02/18/26 - City Clerk Antolin
  - b) Proposed 2026 Fee Schedule with Updates

3. Additional Water Main and Sewer Repairs and Water Service Line Replacements
  - a) Memo 02/17/26 - Director of Public Services Kowalski

**E. Claims and Accounts**

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers
  - a) 2025 Sewer Rehabilitation by Full Length CIPP Lining - Proj. No. 0160-0495 - Payment Invoice No. 02 - Insituform Technologies USA, LLC - 02/03/26 - \$66,104.58.
  - b) Wedgewood Road Resurfacing - Proj. No. 0160-0496 - Payment Invoice No. 02 - Al's Asphalt Paving Co. - 02/05/26 - \$112,422.12.
2. McKenna - Building Services - Invoice No. 21849-118 - January 2026 - 02/17/26 - \$43,726.35.
3. Rosati, Schultz, Joppich & Amtsbuechler, P.C. - Legal Services - Invoice No. 1085145 - January 2026 - 02/11/26 - \$9,096.30.
4. Tomlinson & McGrail, PLLC - Legal Billing - Invoice No. 367 - January 2026 - 02/01/26 - \$3,208.50.
5. WCA Assessing - Assessing Services - Invoice No. 021726 - March 2026 - 02/17/26 - \$7,911.08.

Motion carried by the following vote:

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

**Motion** by Granger, seconded by Koester, that the City Council remove item D2 (2026 Fee Schedule Updates) from the consent agenda for discussion and approve as presented.

Councilmember Granger received confirmation from Administration that the fee schedule was thoroughly reviewed by each department and the fees were appropriate and comparable to the other local communities.

Motion carried by the following vote:

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

A presentation of the expansion of the Mary Ellen Stempfle University Center and enhanced programs of the Wayne County Community College District (WCCCD) was provided by Roy Edmonds, Trustee of District 1, and Denis Karic, Provost of Mary Ellen Stempfle University Center. Proposed renderings of the Center were presented with anticipation of completion in April 2027.

**THE MEETING WAS THEREUPON OPENED AT 7:48 P.M. FOR A PUBLIC HEARING TO HEAR THE APPLICATION OF STUCKY VITALE ARCHITECTS ON BEHALF OF ASSUMPTION GREEK CHURCH, WHICH IS REQUESTING A SPECIAL LAND USE FOR 21800 MARTER ROAD, TO CONSTRUCT A 42,075 SQUARE FOOT MULTI-USE FACILITY AND APPROVAL OF THE SITE PLAN PRESENTED.**

City Planner Mangan provided an overview of the special land use request.

Councilmember Koester inquired about the reasoning of the additional eight evergreens recommended by the Planning Commission. City Planner Mangan stated that the purpose of the additional trees was to improve the façade throughout the year.

Councilmember Granger addressed the stormwater run-off from the property. Mike Blanek, of Stucky Vitale Architects and representing the petitioner, stated that the City of St. Clair Shores handled all the necessary infrastructure requirements and were approved. Mr. Blanek also confirmed that the additional trees requested will provided additional screening for the houses facing the Milk River.

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

- 1) Planning Commission Minutes Excerpt 01/27/26
- 2) Special Land Use Review 01/13/26 - City Planner Smith
- 3) Site Plan Review 01/13/26 - City Planner Smith
- 4) Special Land Use and Site Plan Application 01/13/26
- 5) Site Plans - Stucky Vitale Architects
- 6) Affidavit of Property Owners Notified - Address List - Parcel Map
- 7) Affidavit of Legal Publication

Motion carried by the following vote:

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

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

- Mike Blaneck, Stucky Vitale Architects, Represented the Petitioner

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. No one wished to be heard.

**Motion** by Granger, seconded by Koester, that the public hearing be closed at 7:56 p.m.  
PASSED UNANIMOUSLY.

**Motion** by McConaghy, seconded by Brown, that the City Council concur with the City Planner's recommendation as presented on their Special Land Use Review, dated January 13, 2026, to approve the Special Land Use request for 21800 Marter Road; and approve the site plan as presented on their Site Plan Review, dated January 13, 2026 as recommended by the Planning Commission.

Motion carried by the following vote:

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

THE MEETING WAS THEREUPON OPENED AT 7:57 P.M. FOR A **PUBLIC HEARING TO HEAR THE APPLICATION OF CAILIN CAMPBELL, 611 SHOREHAM ROAD, GROSSE POINTE WOODS, WHO IS REQUESTING TO INSTALL A 6-FOOT TALL, WOODEN FENCE WITHIN THE FRONT YARD OF THEIR HOME TO REPLACE THE EXISTING FENCE.**

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

- 1) Fence Exception Review 02/13/26 - City Planner Smith
- 2) Application for Public Hearing - Fence Approval 01/22/26
- 3) Application for Fence Permit with Drawing - 2/04/25
- 4) Affidavit of Property Owners Notified - Address List - Parcel Map
- 5) Affidavit of Legal Publication

Motion carried by the following vote:

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

City Planner Mangan provided an overview of the fence exception request.

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

- Lynne Campbell, 27 Oxford Rd, GP Shores, and Next-Door Neighbor

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. No one wished to be heard.

**Motion** by Granger, seconded by Koester, that the public hearing be closed at 8:02 p.m. PASSED UNANIMOUSLY.

**Motion** by Granger, seconded by Brown, that the City Council concur with the City Planner's recommendation and approve the proposed fence installation request for 611 Shoreham Road as presented on the Fence Exception Review dated, February 13, 2026.

Motion carried by the following vote:

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

THE MEETING WAS THEREUPON OPENED AT 8:03 P.M. FOR A **PUBLIC HEARING TO HEAR THE APPLICATION OF CLEVELAND THURBER IV, 809 FAIRFORD ROAD, GROSSE POINTE WOODS, WHO IS REQUESTING TO INSTALL AND REPAIR PORTIONS OF A 4-FOOT TALL, ORNAMENTAL ALUMINUM FENCE WITHIN THE FRONT AND SIDE YARDS OF THEIR HOME TO REPLACE THE EXISTING FENCE ALONG WILLIAM COURT.**

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

- 1) Fence Exception Review 02/13/26 - City Planner Smith
- 2) Application for Public Hearing - Fence Approval 01/26/26
- 3) Application for Fence Permit 01/08/26 with map and photo
- 4) Affidavit of Property Owners Notified - Address List - Parcel Map
- 5) Affidavit of Legal Publication

Motion carried by the following vote:

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

City Planner Mangan provided an overview of the fence exception request.

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

- Catherine Dumke, Resident

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. No one wished to be heard.

**Motion** by Granger, seconded by Brown, that the public hearing be closed at 8:04 p.m. PASSED UNANIMOUSLY.

**Motion** by Koester, seconded by McConaghy, that the City Council concur with the City Planner's recommendation and approve the proposed fence installation request for 809 Fairford Road as presented on the Fence Exception Review dated, February 13, 2026.

Motion carried by the following vote:

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

Mayor Bryant accepted the resignation of Laura Gaskin from the Community Tree Commission with regret, and directed appropriate thanks and recognition be sent to Ms. Gaskin.

Under New Business, the following individuals were heard:

- Councilmember Granger received communications from Michigan Municipal League (MML) and SEMCOG asking for a letter of support in opposition to bills at the Michigan Legislature which would remove local control over zoning issues. A press conference will be held tomorrow morning at the SEMCOG headquarters in Detroit.
- Mayor Bryant and City Council congratulated Zach Werenski and the Men’s USA Hockey Team for winning the Olympic Gold Medal.

Under Public Comment, no one wished to be heard.

**Motion** by Motschall, seconded by Koester, to **adjourn tonight’s meeting** at 8:08 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 2/24/26*

**RECEIVED**

**FEB 03 2026**

PLANNING COMMISSION

1-27-26 - 01

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

MINUTES OF THE **PLANNING COMMISSION** MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON **JANUARY 27, 2026**, IN THE COUNCIL-COURT ROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA DR., GROSSE POINTE WOODS, MICHIGAN.

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

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

Also Present: City Planner Ashley Jankowski  
City Attorney Debra Walling  
Recording Secretary Gretchen Miotto

**MOTION** by Gilezan, seconded by Schulte, to excuse Commissioners Marx and Vitale from tonight's meeting.

Motion carried by the following vote:  
YES: Ellis, Fenton, Fuller, Gilezan, Hamborsky, O'Keefe, Schulte  
NO: None  
ABSENT: Marx, Vitale

Chair Fenton recognized Council Representative Gafa.

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

**MOTION** by Fuller, seconded by O'Keefe, to accept tonight's agenda as presented and place on file.

Motion carried by the following vote:  
YES: Ellis, Fenton, Fuller, Gilezan, Hamborsky, O'Keefe, Schulte  
NO: None  
ABSENT: Marx, Vitale

**MOTION** by O'Keefe, seconded by Fuller, that the December 9, 2025, Planning Commission meeting minutes be approved as presented.

Motion carried by the following vote:  
YES: Ellis, Fenton, Fuller, Gilezan, Hamborsky, O'Keefe, Schulte  
NO: None  
ABSENT: Marx, Vitale

The first item under **Public Hearings**, was to **host a Public Hearing on the Special Land Use for 21800 Marter Road.**

**MOTION** by Fuller, seconded by Gilezan, to open the **public hearing.**

Motion carried by the following vote:

YES: Ellis, Fenton, Fuller, Gilezan, Hamborsky, O'Keefe, Schulte  
NO: None  
ABSENT: Marx, Vitale

Chair Fenton opened the public hearing at 7:04 pm.

Planner Jankowski provided an overview of the Special Land Use, the recent rezoning to CF – Community Facilities, that was approved earlier this month, and that St. Clair Shores, where the majority of the property lies, has passed this.

Mike Blaneck, of Stucky-Vitale Architects, representing the applicant, was present to answer any questions.

The following residents were heard:

1. Gary Felts, 1680 Oxford, stated he is not opposed, but took issue with the McKenna memo, dated January 13, 2026 where they state there would be “no disruption to Residential Areas, Parking or Traffic”, when there is now an empty field and there will be a 40,000 square foot building.
2. Lynne Aldrich, 1501 Oxford, while not in favor or opposition, agrees with Mr. Felts in that the memo stating there would be no disruption, without doing a traffic study, is not accurate.

No one wished to speak in opposition to the rezoning.

**MOTION** by Gilezan, seconded by Schulte, to **close the public hearing on the Special Land Use for 21800 Marter Road.**

Motion carried by the following vote:

YES: Ellis, Fenton, Fuller, Gilezan, Hamborsky, O'Keefe, Schulte  
NO: None  
ABSENT: Marx, Vitale

Chair Fenton closed the public hearing at 7:08 pm.

The next item, under **New Business**, was to **Consider the Special Land Use for 21800 Marter Road.**

Planner Jankowski provided an overview of McKenna's review based on the Zoning Ordinance on Special Land Use.

**MOTION** by Schulte, seconded by O'Keefe, that the Planning Commission recommend the Special Land Use for 21800 Marter Road to City Council for approval.

Motion carried by the following vote:

YES: Ellis, Fenton, Fuller, Gilezan, Hamborsky, O'Keefe, Schulte  
NO: None  
ABSENT: Marx, Vitale

The next item, under New Business, is to **Consider the Site Plan for 21800 Marter Road.**

Planner Jankowski provided an overview of McKenna's review of the site plan and that St. Clair Shores has already approved it, and McKenna recommends 8 additional evergreens to lessen the visibility impact on residents across the Milk River.

Mike Blaneck, of Stucky-Vitale Architects, representing the applicant, spoke about the design and stated they will add any trees that are recommended.

Mike Melhem, 40 Stonehurst, GPS, applicant, provided details on the hours of operation (7 am- 10pm); the roller doors (for ventilation only on nice days – the building is air-conditioned); the lighting on the required exit door will be downlit only; there will be nothing on the roof other than the ability to accommodate future solar panels per Michigan Building Code.

**MOTION** by O'Keefe, seconded by Schulte, that the Planning Commission approve the Site Plan for 21800 Marter Road and recommend approval to City Council with the inclusion of the additional screening and subject to City Council approving the Special Land Use.

Motion carried by the following vote:

YES: Ellis, Fenton, Fuller, Gilezan, Hamborsky, O'Keefe, Schulte  
NO: None  
ABSENT: Marx, Vitale

The next item, under **New Business**, was the **Election of 2026 Planning Commission Chair and Vice Chair.**

**MOTION** by Fenton, seconded by O'Keefe, to nominate Hamborsky for Chair.

Motion carried by the following vote:

YES: Ellis, Fenton, Fuller, Gilezan, O'Keefe, Schulte  
NO: None  
ABSENT: Marx, Vitale  
ABSTAIN: Hamborsky

Hamborsky accepted the nomination for Chair.

**MOTION** by Gilezan, seconded by Fuller, to nominate Marx for Vice-Chair, subject to Marx accepting the nomination.

Motion carried by the following vote:

YES: Ellis, Fenton, Fuller, Gilezan, Hamborsky, O'Keefe, Schulte  
NO: None  
ABSENT: Marx, Vitale

The next item, under **Old Business**, was to **Consider the Site Plan for 20160 Mack Avenue**.

Planner Jankowski provided an overview of the revised Site Plan, including the demolition of the existing building; a two-story, mixed-use building will be constructed: the first floor, approximately 8,800 square feet – no tenants identified yet, but may include up to one quick-service restaurant (not to exceed 3,200 square feet), with no drive-throughs permitted. Any future proposed uses will be reviewed for compliance with the permitted uses of the C, Commercial Business District; the second floor will have up to seven residential units; the rear parking will be improved with landscaping.

City Attorney Walling confirmed that the conditional rezoning agreement has been fully executed and will be filed immediately.

Mike Blaneck, of Stucky-Vitale Architects, representing the applicant was present to respond to questions. The outdoor seating location will be finalized based on the tenant. Window boxes are proposed, though the final version will include the detailed landscape plan. All lighting was reviewed and provided in the updated photometric plan that was provided during the meeting. They feel a 5-foot wall is appropriate and they will pursue a variance for that. The construction process is moving forward to apply for a permit as soon as they can.

**MOTION** by Fuller, seconded by O’Keefe, that the Planning Commission approve the Site Plan for 21800 Marter Road and subject to the following conditions:

1. Samples of the proposed building materials are provided to the Planning Commission at their meeting for review and are found acceptable;
2. Lighting intensity and placement is reduced and adjusted on a revised photometric plan for administrative review;
3. That compliance with the screening wall requirements provides one of two options: a) reduce the masonry wall height to 4 feet, or b) submit for, and receive, a variance for a taller masonry wall;
4. A revised landscape plan is submitted for administrative review, which provides species for all proposed vegetation.

Motion carried by the following vote:

YES: Ellis, Fenton, Fuller, Gilezan, Hamborsky, O’Keefe, Schulte  
NO: None  
ABSENT: Marx, Vitale

The next item was the **Building Official’s Report – December 2025 to January, 2026**.

Planner Jankowski reported on the current projects and their progress toward completion.

The next item was the **City Council Reports for December, 2025, and January, 2026**.

Commissioner Hamborsky attended the December 2 meeting, where the first reading of the rezoning of 20160 Mack was approved for a second reading on January 5 (which was also approved).

Commissioner Marx will report on the January meetings next month.

Commissioner O’Keefe will attend the February meetings.

Under **Information Only**, Planner Jankowski had a few items:

- The 2025 Planning Commission Annual Report will be presented at the next meeting;
- The scam emails requesting money that appear to be from the Building Department are still being received by applicants.

Discussion ensued around the Planning Commission budget and whether it would apply to educational courses that are listed in the provided brochure, and yes, it would.

Chair Fenton welcomed Mr. Schulte to the commission and thanked him for joining. He will contact Commissioner Marx about the Vice-Chair nomination.

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

1. Lynne Aldrich, 1501 Oxford, feels that “administrative decisions” as mentioned in McKenna memos should be brought to the Commission so the public can hear.
2. Gary Felts, 1680 Oxford, spoke about inconsistencies in the McKenna memos, specifically Eastside Dermatology and 20160 Mack. Also, after a conversation with a Council member who thanked him for getting involved in what could have been “a big mistake” at 20160 Mack, he admonished the Planning Commission & City Council for not “stopping a big mistake” – it shouldn’t have to be the residents.

**MOTION** by Fuller, seconded by O’Keefe, to adjourn at 8:02 p.m.

Motion carried by the following vote:

YES: Ellis, Fenton, Fuller, Gilezan, Hamborsky, O’Keefe, Schulte  
NO: None  
ABSENT: Marx, Vitale

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



**CITY OF GROSSE POINTE WOODS  
DEPARTMENT OF PUBLIC SAFETY**

**Date:** February 25, 2026

**To:** City Manager Susan Como

**From:** John G. Kosanke, Director of Public Safety

**Subject:** Conference of Eastern Wayne (CEW) Second Restated Interlocal Agreement and Public Safety Communications System Agreement and Appendix

---

The current agreement governing the joint operation and use of the police and fire radio system, known as the Intermunicipal Radio Agreement, was enacted in 1948. This agreement authorized the operation of a VHF radio system serving six eastern Wayne County communities, including the Grosse Pointes and Harper Woods.

Over the years, the configuration and operation of the radio system have evolved. The existing agreement no longer reflects current practices. The proposal is to disband the Intermunicipal Radio System and transfer oversight responsibility to the Conference of Eastern Wayne (CEW) Interlocal Agreement, allowing CEW to oversee the system under a new agreement that establishes a clear framework for governance.

This new oversight agreement addresses the operation and funding of the existing radio system and accurately reflects current operations, which will continue to be operated and administered by the City of Grosse Pointe Farms. Please note that changes to the Interlocal Agreement are noted in red.

I am recommending and respectfully requesting Council approval to accept and enter into both the Second Restated Conference of Eastern Wayne Interlocal Agreement and the Conference of Eastern Wayne Public Safety Communications Systems Agreement, thereby authorizing CEW to oversee the Grosse Pointe/Harper Woods Radio System.

The attached agreements have been reviewed and approved by City Attorney Debra Walling.

**THE CONFERENCE OF EASTERN WAYNE  
SECOND RESTATED INTERLOCAL AGREEMENT**

The Restated Interlocal Agreement ("Agreement") was executed as of February 1, 2004, among the CITY OF HARPER WOODS, having its principal office at 19607 Harper Avenue, Harper Woods, MI 48225, the CITY OF GROSSE POINTE, having its principal office at 17147 Maumee, Grosse Pointe, MI 48230, the CITY OF GROSSE POINTE FARMS, having its principal office at 90 Kerby Road, Grosse Pointe Farms, MI 48236, the CITY OF GROSSE POINTE PARK, having its principal office at 15115 E. Jefferson, Grosse Pointe Park, MI 48230, the CITY OF GROSSE POINTE WOODS, having its principal office at 20025 Mack Plaza, Grosse Pointe Woods, MI 48236, and the VILLAGE OF GROSSE POINTE SHORES, having its principal office at 795 Lake Shore, Grosse Pointe Shores, MI 48236, which communities shall be the members of the Conference of Eastern Wayne. This **SECOND RESTATED INTERLOCAL AGREEMENT** is being executed by the same municipalities as of \_\_\_\_\_, 2026.

**RECITALS**

A. The Urban Cooperation Act, Public Act 7 of the Public Acts of 1967 of the State of Michigan, as amended ("Act"), authorizes public agencies of the State of Michigan to jointly exercise any power, privilege or authority which the agencies share in common and might exercise separately. Pursuant to the Act, the joint exercise of power shall be made by contract in the form of an interlocal agreement.

B. The Act authorizes an interlocal agreement to provide for a separate legal or administrative entity to execute the interlocal agreement. Pursuant to the Act, the Members made an interlocal agreement on December 1, 1994 and supplemented that agreement in 1995 and 1997. The Members restated that agreement in its entirety on February 1, 2004, and now restate that agreement in its entirety.

Now, therefore, based on the foregoing Recitals, and in consideration of the terms of this Agreement, the Members agree as follows:

**ARTICLE 1  
DEFINITIONS**

1.1 Unless otherwise specifically provided in this Interlocal Agreement, the definitions contained in the Act shall apply in the interpretation of this Agreement.

**ARTICLE 2**

**ESTABLISHMENT OF CONFERENCE OF EASTERN WAYNE**

2.1 **Creation of the Conference of Eastern Wayne.** Pursuant to the provisions of the Urban Cooperation Act, Public Act 7 of 1967 of the State of Michigan, as amended ("Act") there

exists a jointly created program, planning and development entity known as the Conference of Eastern Wayne ("CEW").

**2.2 Purpose.** The CEW exists for the purposes of: 2.2.1 Receiving and disbursing funds related to the operation of emergency telephone districts and emergency number service systems on behalf of the CEW 911 Service Delivery Area as provided in the Emergency Telephone Service Enabling Act (MCL §484.1101-1717), as amended, and Resolution No. 94-214 adopted by the Wayne County Board of Commissioners on April 12, 1994, and

2.2.2 Receiving and disbursing funds for youth services and prevention programs appropriated pursuant to Wayne County Ordinance No. 96-86.

2.2.3 Operation, management, and oversight of public safety communications systems, which may include dispatch operations.

**2.3 Powers.** The CEW shall have all the powers necessary to effect any purpose for which it is formed, and all the powers granted by the Act, including but not limited to the powers and duties set forth in this Section 2.3.

2.3.1 The CEW shall have the power to accept, administer and disburse grants, gifts and other funds, including funds from various governmental programs and agencies, in furtherance of the purposes of the CEW. Specifically, the CEW shall have the power to receive and disburse:

2.3.1.1 Funds related to the operation of emergency telephone districts and emergency number service systems on behalf of the CEW 911 Service Delivery Area as provided in the Emergency Telephone Service Enabling Act (MCL §484.1101-1717), as amended, and Resolution No. 94-214 adopted by the Wayne County Board of Commissioners on April 12, 1994; and

2.3.1.2 Funds for youth services and prevention programs appropriated pursuant to Wayne County Ordinance No. 96-86.

2.3.2 The CEW shall have the power to appoint representatives to local government agencies such as the Workforce Development Board, the Substance Abuse Service Board, and other entities serving public needs within CEW's jurisdiction.

2.3.3 The CEW shall have the power to delegate all or any portion of its power concerning the public safety communications systems to a committee created in accordance with the CEW Bylaws. If a committee is created which replaces the Grosse Pointe Inter-municipal Radio Control Board, the Grosse Pointe Inter-municipal Radio Control Board will cease to exist.

2.3.4 Every instrument executed by the CEW, which creates an obligation of any kind on behalf of CEW, shall include a statement by CEW that neither the Board of Directors, nor the Members, shall be held to any liability in their individual capacity under the instrument.

**2.4. Restrictions and Limitations of Power.** The powers exercised by the CEW shall be limited by the Act and to those necessary to carry out the purpose of the CEW. Specifically, the CEW shall not possess the powers or authority set forth in this Section 2.4.

2.4.1 The CEW shall not possess the power or authority to levy any type of tax.

2.4.2 The CEW shall not possess the power or authority to issue any type of bond

2.4.3 The CEW shall not possess the power or authority to incur debt on behalf of any governmental unit.

2.4.4 No action other than that authorized by this Agreement, shall be taken by or on behalf of the CEW.

**2.5 Execution Of Agreement.** This Agreement shall be executed by the Members' chief elected official and the City/Village Clerk of each Member. If a particular Member requires additional signatures in order to bind it to an agreement, such signatures shall be required by such Member to effectuate this Agreement. Copies of the original Agreement shall be available to any Member upon request.

**2.6 Modification.** This Agreement may be modified at any time by a unanimous vote of the governing bodies of each Member, provided that such modification does not violate the Act or any other provision of this Agreement.

**2.7 Indemnification.** Pursuant to the Act, all of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agency, or employees of any public agents or employees of any public agency when performing the irrespective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of Members or Directors under the provisions of this Agreement. Any Member or Director shall be indemnified by the CEW to the extent permitted by State law against all expenses and liabilities reasonably incurred by reason of her/his being a Member or Director of CEW, unless adjudged to be liable for misconduct in the performance of her/his duties.

### **ARTICLE 3**

#### **GOVERNANCE**

**3.1 Board of Directors.** CEW shall be governed by a Board of Directors which shall be composed of one (1) representative appointed by the governing body of each Member ("Director"). Each Member's representative may be removed by the governing body of that member at will. The Board of Directors' powers and duties shall be governed by this Agreement

and the CEW's Bylaws. No Director shall be liable in his or her individual capacity for any act or omission of the CEW.

**3.2 Bylaws.** The Board of Directors shall adopt bylaws governing the conduct and actions of the CEW ("Bylaws") which are consistent with this Agreement. The Bylaws must be approved by all Directors. The Bylaws may be modified at any time. Any modification of the Bylaws must be approved by all the Directors.

#### ARTICLE 4

##### FINANCE ADMINISTRATION

**4.1 Fiscal Year.** The fiscal year of the CEW shall run from July 1 to June 30 of the following year.

**4.2** The Board of Directors shall approve a budget each fiscal year.

**4.3 Disbursements.** Funds received by the CEW in furtherance of its purpose shall be disbursed in accordance with the Act and any rules established by the Board of Directors.

**4.4 Reports.** The Board of Directors shall cause any required annual and financial reports, including audits or other similar reports, to be prepared and filed with the appropriate county, state or federal agencies in accordance with the Act or any other applicable statutory authority.

#### ARTICLE 5

##### MEMBERSHIP

**5.1 Members.** The CEW is organized on a membership basis.

**5.2 Withdrawal.** Any Member may withdraw from the CEW on vote of that Member's governing body and sixty (60) days' notice to every other Member of the CEW.

#### ARTICLE 6

##### DISSOLUTION AND WINDING UP

**6.1 Dissolution.** The CEW shall dissolve and its affairs shall be wound up on the first to occur of the following events: (1) At any time specified in this Agreement, (2) Upon action by the governing bodies of all the Members, or (3) Upon termination of this Agreement.

**6.2 Winding Up.** Upon dissolution, the CEW shall cease carrying on its business and affairs and shall begin winding up. The CEW shall complete the winding up as soon as practicable. The CEW shall prepare and issue a final report, including a final audit, to each Member. Upon

dissolution, title to all property owned by CEW and all assets shall be distributed and shall vest in the Members.

## ARTICLE 7

### MISCELLANEOUS

**7.1 Effective Date.** This Restated Agreement shall become effective upon execution by the Members and filing of the Agreement with the appropriate government entities as required by the Act.

**7.2 Integration.** This Agreement sets forth the full and final agreement between the Members with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, understandings and representations, written or oral, between the parties with respect to the subject matter hereof. All rights and remedies shall be cumulative and not exclusive of any other rights or remedies.

**7.3 Severability.** If any part or article of this Agreement is found to be invalid by a court, the remaining articles shall remain in full force and effect and not affected by such determination.

**7.4 Captions.** The captions to the various sections of this Agreement are for the convenience of the parties only and shall not affect the meaning or the interpretations of this Agreement.

**7.5 Counterparts and Facsimile Copies.** This Restated Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

**7.6 Governing Law, Jurisdiction and Venue.** This Restated Agreement is governed by the laws of Michigan. The exclusive jurisdiction and venue for all legal actions arising out of and related to this Agreement shall be in an appropriate federal or state court sitting in the State of Michigan, County of Wayne, and the parties hereby consent to the jurisdiction of such courts.

[signature pages follow]

**THE CONFERENCE OF EASTERN WAYNE  
SECOND RESTATED INTERLOCAL AGREEMENT  
SIGNATURE PAGE**

<p>CITY OF HARPER WOODS</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: _____</p>	<p>CITY OF GROSSE POINTE</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: _____</p>
<p>CITY OF GROSSE POINTE FARMS</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: _____</p>	<p>CITY OF GROSSE POINTE PARK</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: _____</p>
<p>CITY OF GROSSE POINTE SHORES</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: _____</p>	<p>CITY OF GROSSE POINTE WOODS</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: _____</p>

**CONFERENCE OF EASTERN WAYNE  
PUBLIC SAFETY COMMUNICATIONS SYSTEM**

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**AGREEMENT:**

Dated \_\_\_\_\_, between the following Michigan municipal corporations: City of Harper Woods, City of Grosse Pointe, City of Grosse Pointe Farms, City of Grosse Pointe Park, City of Grosse Pointe Shores, City of Grosse Pointe Woods (collectively called the Municipalities).

**WITNESSETH:**

In 1948 the five Grosse Pointe municipalities first established a common Police Radio system to support police communications across the five communities under the Grosse Pointe Inter-Municipal Radio System Agreement. This agreement was later amended to include the city of Harper Woods, and Fire radio communications. This agreement set forth that all radio equipment was owned by the managing municipality with each municipality paying in their share of operating costs for the entire system.

In 2012 the Municipalities joined the Michigan Public Safety Communications System (MPSCS) which is managed by the State of Michigan. At this time Grosse Pointe Farms, the managing Municipality under the Inter-Municipal Police Radio Agreement, with the consent of the Municipalities, entered into an agreement with the MPSCS to allow the MPSCS to manage the transmitter site of the Grosse Pointe Inter-Municipal Radio System and integrate it into the MPSCS. While day to day operation of the transmitter site was relinquished to the MPSCS, ownership of the transmitter site and equipment was retained by the Managing Municipality. Ownership of mobile and portable radios and dispatch consoles was retained by each of the six member municipalities respectively. The six member municipalities agreed to continue to support and fund the operation of the transmitter site equipment

With these changes in the operation of the Intermunicipal Radio System the 1948 agreement as amended no longer reflects current operation and funding of the system. Therefore, the Municipalities wish to disband the Grosse Pointe Inter-Municipal radio system and establish a new agreement under the control of the Conference of Eastern Wayne, which is created by an interlocal agreement between the same six municipalities.

**ACCORDINGLY, it is agreed as follows:**

1. Upon approval of this agreement by all members of the Conference of Eastern Wayne, who are also the members of the Intermunicipal Radio System Agreement, the Grosse Pointe Inter-Municipal Radio System and the Grosse Pointe Radio Control Board will be disbanded;

2. The Conference of Eastern Wayne will assume responsibility of oversight of the Public Safety Communications System as agreed to in the Conference of Eastern Wayne Interlocal agreement and this document;

3. The Municipalities will continue with Grosse Pointe Farms (herein called the Managing Municipality) maintaining a radio transmitter site with operational control given to the MPSCS. The other Municipalities (herein called Cooperating Municipalities) each agree to give financial support to the Managing Municipality as requested by the Managing Municipality and approved by the Board of Directors of the Conference of Eastern Wayne;

4. All costs of operation, maintenance and repair of the Public Safety Communication System, and of making needed additions and replacements thereto will be shared between the Municipalities. The terms and conditions upon which such costs are to be determined, shared and paid are set forth in Appendix B;

5. Title to all equipment pertaining to the radio system transmitter site will be, and remain with, the Managing Municipality;

6. For the purpose of exercising supervision and control of use of the radio system, the Conference of Eastern Wayne Board of Directors will establish a Public Safety Communications Committee, which will prescribe all rules for the use of the Radio System. The membership and the powers and duties of the Public Safety Communications Committee will be as set forth in Appendix A;

7. A Municipality may, at its pleasure, withdraw from the Communications System and terminate its obligations under this Agreement. Such withdrawal will be initiated by a written withdrawal notice given by the withdrawing Municipality to the Conference of Eastern Wayne. In such notice, the withdrawing Municipality may select the effective date of its withdrawal, either the date the notice is given or any date within three months thereafter; and if no effective date is so selected the withdrawal will be deemed to take effect three months after notice is given. Further information on withdrawal from the Public Safety Communications System is found in Appendix C.

Supplemental documents to this agreement are as follows:

- Appendix A: Public Safety Communications Committee
- Appendix B: Sharing of Expenses
- Appendix C: Withdrawal of Membership

## APPENDIX A

### PUBLIC SAFETY COMMUNICATIONS COMMITTEE

#### 1. **Membership:**

The Public Safety Director, or their designee, of each of the Conference of Eastern Wayne members that participate in the Public Safety Communication System will be members of the Public Safety Communications Committee (the "Committee". One of the CEW members will serve as Chairman of the Committee with the power to vote. The chair will be selected from the 6 members by a vote of the six members. The chair's term will be three years.

The Chairman and each Committee member will have the power to appoint a representative to act in their place and stead.

#### 2. **Meetings and Duties:**

The Committee will meet at the discretion of the chair with at least one meeting a year.

Any two members of the Committee will have power to call a meeting on twenty-four hours written notice.

Two thirds of member municipalities will constitute a quorum. Action of the Committee will be taken by a majority vote at a meeting duly called with a quorum present.

For the conduct of its business, the Committee may adopt rules of procedure, appoint a secretary, must keep minutes, and otherwise act in the manner of a public body, subject to the Open Meetings Act, MCL 15.261 et seq and the Freedom of Information Act.

#### 3. **Rules:**

It will be the duty of the Committee to establish all the rules for the use of the Public Safety Communications System.

Such rules will be consistent with and, where appropriate, will incorporate any applicable rules and regulations of the Federal Communications Commission, the Michigan Public Safety Communications system (MPSCS), or other supervisory authority having jurisdiction.

Such rules will include, but not be limited to: the procedure to be followed in sending messages; the form in which messages will be sent; what constitutes a routine message and what constitutes an emergency message; whether unofficial or personal messages may be sent and, if so, under what conditions; management of talk groups assigned to the Conference of Eastern Wayne by the Michigan Public Safety Communications System (MPSCS); reports of trouble with the System; and in general, all matters touching upon the way in which, and the purposes for which, the Public Safety Communications System will be used.

#### **4. Enforcement of Rules:**

The Committee will have power to establish fines for failure to observe its rules. Such fines will be payable to the Managing Municipality and used to offset operational costs of the system.

Except for the assessment of fines aforesaid, the Committee will not have any disciplinary power for the enforcement of its rules. Each Municipality will be charged with and assumes the responsibility of enforcing within its own jurisdiction the observance of the Committee's rules; each Municipality undertakes to impose appropriate disciplinary measures against any of its own officers or agents violating any rules of the Committee.

#### **5. Management and Fiscal Control**

The Committee's power will be limited to controlling the use of the Communications System as furnished by Managing

Municipality. All questions relating to the management of, and expenditure for, the Communications System (including, by way of illustration, the hiring and personnel; maintenance, repair, replacement, physical improvements or additions; relations with Federal and State communications authorities; etc.) will be determined by Managing Municipality, as presented to and approved by the Board of Directors of the Conference of Eastern Wayne (CEW).

FOR APPROVAL

## APPENDIX B

### Method for Sharing Expenses of the Public Safety Communications System

Expenses of the Public Safety Communications system will be shared by the Municipalities according to the following General Principles:

(1) Expense for Mobile or Portable Units.

Each Municipality will pay all expenses incurred in purchase, installation, maintenance, repair, replacement or removal of their own mobile and portable radio units.

(2) Expense for Radio Dispatch Console.

Each Municipality will pay for the costs associated with the purchase, installation, maintenance, repair replacement or removal of dispatch console units under each municipality's control that is not covered under the operational agreement between the MPSCS and the Managing Municipality.

(3) General System Expense.

General System Expense means and includes all expense of the Radio System for the purchase, installation, maintenance, support, repair, replacement or removal of transmitter site equipment , or other shared equipment of the radio system.

(4) Annual Budget

The Managing Municipality will prepare an expected annual budget in advance of the fiscal year for CEW Board review. The Managing Municipality will show actual expenditures with invoices for backup on an annual basis, or whenever requested by the Public Safety Communications Committee or the CEW Board.

(5) Billing for Costs of Operation

The Managing Municipality will issue billings no more often than quarterly, and not less often than annually. Each line item in the bill will be supported by appropriate documentation, such as invoices.

(6) Allocation of Costs.

System Expense will be pro-rated among the Member Municipalities, by a method designated and approved by the Conference of Eastern Wayne Board of Directors. The designated method will be stated and explained in each billing by the Managing Municipality.

(7) Books and Records.

The Managing Municipality will keep appropriate books and records for the determination of expenses and sharing thereof in accordance with the foregoing. Such books and records will be available for inspection by any member Municipality.

FOR APPROVAL

## APPENDIX C

### Withdrawal of Membership

In case a Municipality withdraws from the Public Safety Communications System, settlement will be made as follows:

(1) The withdrawing municipality will not receive reimbursement for any prior financial contributions to the Public Safety Communications System or its predecessor, the Inter-Municipal Radio System.

(2) The withdrawing member will lose access to all MPSCS talkgroups that are designated as belonging to the Conference of Eastern Wayne (CEW) after the effective date of the withdrawal.

(3) In the case that the withdrawing member is the Managing Municipality, then:

(i) The Managing Municipality will assist all users with Dispatch radio consoles to transfer any service required for console operation from the Managing Municipality to the user organization. These may include leased communications lines, service contracts and maintenance agreements.

(ii) The Managing Municipality will retain full ownership of all equipment associated with the operation of the radio transmitter site. They may offer for sale to the remaining municipalities any equipment associated with the transmitter site.

(iii) The Managing Municipality will lose access to all MPSCS talkgroups that are designated as belonging to the Conference of Eastern Wayne (CEW) after the effective date of the withdrawal.

**THE CONFERENCE OF EASTERN WAYNE  
PUBLIC SAFETY COMMUNICATIONS SYSTEM  
SIGNATURE PAGE**

<p>CITY OF HARPER WOODS</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: .....</p>	<p>CITY OF GROSSE POINTE</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: .....</p>
<p>CITY OF GROSSE POINTE FARMS</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: .....</p>	<p>CITY OF GROSSE POINTE PARK</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: .....</p>
<p>CITY OF GROSSE POINTE SHORES</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: .....</p>	<p>CITY OF GROSSE POINTE WOODS</p> <hr/> <p>Mayor</p> <hr/> <p>Clerk</p> <p>Date: .....</p>

MEMO 26-04

TO: Susan Como, City Manager  
FROM: James Kowalski, Director of Public Services *J.K.*  
DATE: February 24, 2026  
SUBJECT: Water Meter Reader Cellular Fees

The Department of Public Works has been working with Badger Meter, Inc. to replace all water meter reading devices (meter heads and transponders) throughout the city's residential home and commercial accounts. The current system is outdated and no longer will be supported in the next couple of years. The new readers are cellular and will not have to use repeater antennas, that are obsolete as well.

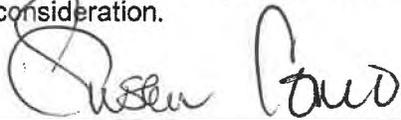
The City will be receiving monthly cellular charges for the new meter readers. The cost is \$0.86 a month per reader and then a one cent increase each year. These charges will be passed to the water customer. There are currently approximately 6,875 water accounts, some of those accounts have multiple readers, bringing the cost to approximately \$7,500.00 per month for cellular fees.

Therefore, I am recommending that Council approve the cellular fees from Badger Meter, Inc., 4545 W. Brown Deer Road, P.O. Box 245036, Milwaukee, WI 53224 in the amount of \$45,000.00 for January 1 through June 30, 2026.

This is not a budgeted item included in 2025/2026 fiscal year budget and will require a budget amendment and transfer from account no. 592-000-692.000, Transfer from prior year Reserve Fund Balance into the Water/Sewer administration contractual services account no. 592-536-818.000.

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

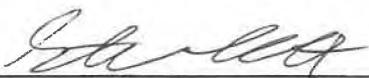
I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

  
\_\_\_\_\_  
Susan Como, City Manager

Date 2/25/26

Fund Certification:

Account numbers and amounts have been verified as presented.

  
\_\_\_\_\_  
Steven Schmidt, Treasurer/Comptroller

Date 2/25/26



Scott J. Alexander  
Senior Director – External Affairs  
2260 E. Imperial Highway  
El Segundo, California 90245  
(214) 202-3185  
scott.alexander@directv.com

February 10, 2026

**Via e-mail delivery**

City of Grosse Pointe Woods, MI

Dear City Officials:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, DIRECTV, LLC ("DIRECTV"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the City of Grosse Pointe Woods, a Michigan municipal corporation (the "Franchising Entity") and DIRECTV (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between DIRECTV and the City of Grosse Pointe Woods, which was originally completed with AT&T Michigan ("Initial Agreement"). In 2021, that agreement was transferred from AT&T Michigan to DIRECTV, LLC.

The enclosed filing follows the standard form agreement per the MPSC. The Renewed Agreement continues the video service provider fee of 5.0% and a PEG fee of 0.00%. If any information needs to be changed, please let me know.

Please feel free to contact me with any questions about the agreement.

Best regards,

Scott J. Alexander  
Senior Director – External Affairs

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Grosse Pointe Woods, a Michigan municipal corporation (the "Franchising Entity"), and DIRECTV, LLC, a California limited liability company (the "Provider").

### I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

#### IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**, or the parties may mutually agree to a shorter renewal period.

## VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5.00 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

### VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount \_\_\_\_\_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0.00% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

### IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
    "[insert PROVIDER'S NAME]  
    [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(I) in the Act**.

**XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

**City of Grosse Pointe Woods**

**20025 Mack Plaza Drive  
Grosse Pointe Woods, MI 48236-2397**

**Attn: City Clerk**

**e-mail address(s): cityclerk@gpwmi.us**

*If to the Provider:*  
(must provide street address)

**DIRECTV, LLC**

**2260 E. Imperial Highway  
El Segundo, CA 90245**

**Attn: Scott Alexander, Senior Director – External  
Affairs**

**email address: scott.alexander@directv.com**

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

**XVI. Miscellaneous**

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**City of Grosse Pointe Woods, a Michigan municipal corporation**

By

Print Name	
Title	
Address	20025 Mack Plaza Drive
City, State, Zip	Groose Pointe Woods, MI 48236-2397
Phone	
Fax	
e-mail	

**DIRECTV, LLC, a California limited liability company**

By

Print Name	Scott J. Alexander
Title	Senior Director – External Affairs
Address	2260 E. Imperial Highway
City, State, Zip	El Segundo, California 90245
Phone	(214) 202-3185
Fax	None
Email	scott.alexander@directv.com

**FRANCHISE AGREEMENT**  
*(Franchising Entity to Complete)*

Date submitted:

Date completed and approved:

# ATTACHMENT 1

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: February 10, 2026		
Applicant's Name: DIRECTV, LLC		
Address 1: 2260 E. Imperial Highway		
Address 2:		Phone: (310) 612-6886
City: El Segundo	State: California	Zip: 90245
Federal I.D. No. (FEIN): 95-4511940		

### Company executive officers:

Name(s): Brian M. Regan
Title(s): Senior Vice President and Assistant Secretary

### Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Scott J. Alexander or his designee(s)		
Title: Senior Director - External Affairs		
Address: 2260 E. Imperial Highway, El Segundo, California 90245		
Phone: (214) 202-3185	Fax: None	Email: scott.alexander@directv.com

### Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

SEE ATTACHED MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of wire centers or exchanges serving the City of Grosse Pointe Woods.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

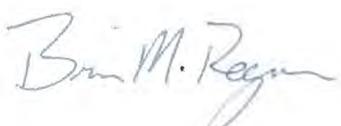
[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

**Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).**

**For All Applications:**

**Verification  
(Provider)**

I, Brian M. Regan, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

<i>Name and Title (printed):</i> Brian M. Regan, Senior Vice President and Assistant Secretary	
<i>Signature:</i> 	<i>Date:</i> February 10, 2026

**(Franchising Entity)**

**City of Grosse Pointe Woods, a Michigan municipal corporation**

By

\_\_\_\_\_  
Print Name

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Title

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City, State, Zip

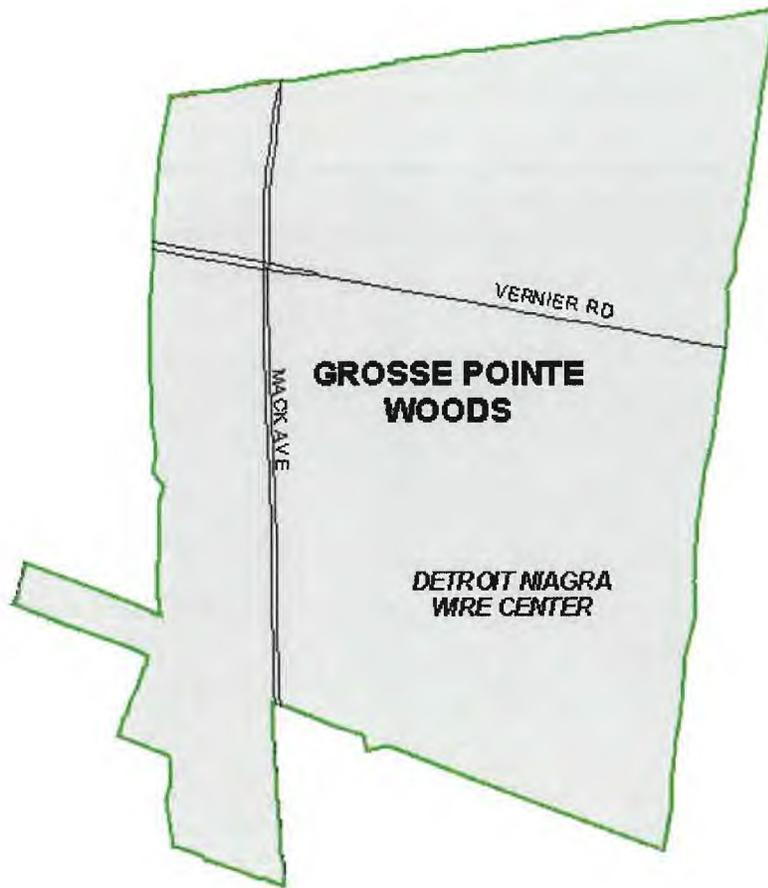
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## Grosse Pointe Woods, Michigan



### Legend

- Roads
- ▭ Municipal Boundary Lines
- ▭ Wire Center Bounds

**Note:** The street names of certain municipal boundary lines may not appear.

JOELLEN SHORTLEY  
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Farmington Hills, Michigan 48331  
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ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

February 27, 2026

Mayor Bryant and City Council  
City of Grosse Pointe Woods  
29925 Mack Plaza Dr.  
Grosse Pointe Woods, MI 48236

RE: Approval of Uniform Video Service Local Franchise Renewal Agreement with  
DIRECTV, LLC as successor of AT&T

Dear Mayor Bryant and Council Members:

In a letter received February 11, 2026, DIRECTV, LLC, as transferee from AT&T Michigan, requested the City approve a Renewal Video Franchise Agreement. Under the Act, a video franchise agreement is fully transferrable to any successor in interest to the provider, which was initially granted a franchise. Approval of a transfer by a franchising municipality is not required. In 2021, AT&T transferred its video franchise agreement with the City to DIRECTV.

The City also has Video Franchise Agreements with Comcast and Wide Open West (WOW). Video Franchise Agreements are standard form agreements approved by the Michigan Public Services Commission pursuant to the Uniform Video Services Local Franchise Act, Public Act 480 of 2006, MCL 484.3301 *et. seq.*, (“Act 480”). The standard form agreements leave little discretion for a municipality.

Under Act 480, a franchising entity, such as the City, has no authority to deny or negotiate the provisions of a proposed franchise. The City is required under Act 480 to approve a fully complete franchise agreement or a renewal agreement within 30 days of the date it receives the franchise agreement from a video service provider. If the City does not notify a provider that its agreement is incomplete, or fails to approve an agreement within 30 days, the agreement is considered complete and approved. MCL 484.3303(3). The agreement remains in effect for a period of 10 years and may be renewed for an additional ten years at the request of the video provider. MCL 3302(7).

A video service provider is required to pay an annual video service fee. MCL 484.3306(1). At the expiration of an existing agreement, a municipality may not establish a franchise that exceeds 5% of gross revenue received by the provider. MCL 484.3306(1)(b). Act 480 requires that fees charged by franchising entities be uniform for all providers. Your other video service providers are currently assessed a 5% service fee by the City. In addition to the franchise fee, a video provider is required to pay for the support of the cost of public, educational and government access facilities

Video Service Local Franchise Agreement  
February 27, 2026  
Page 2

("PEG ") access fees. MCL 484.3306(8),(b),(c). The City is currently not receiving PEG fees from its other video service providers due to discontinuing broadcasting Council meetings.

Attached is a Resolution for your consideration to approve the requested video franchise renewal agreement with DIRECTV, LLC.

Since we have not identified any basis to deny approval of this agreement, we recommend approval of the agreement with DIRECTV during the March 2, 2026, Council meeting to meet the required 30-day period for approval.

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

*Joellen Shortley*

Joellen Shortley

JS

Enclosure

cc: Susan Como, City Manager  
Debra Walling, Esq.

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

**RESOLUTION APPROVING RENEWAL  
UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT  
WITH DIRECTV LLC, AS SUCESSOR TO MICHIGAN BELL TELEPHONE COMPANY,  
D/B/A AT&T, MICHIGAN**

Minutes of a Meeting of the City Council of the City of Grosse Pointe Woods, County of Wayne, Michigan, held in the City Hall of said City on March 2, 2026, at 7:00 P.M. Prevailing Eastern Time.

PRESENT: Council Members \_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_

The following preamble and Resolution were offered by Council Member \_\_\_\_\_ and supported by Council Member \_\_\_\_\_.

**WHEREAS**, under Public Act 480 of 2006, the Uniform Video Service Local Franchise Act (the "Act"), on April 20, 2007, the City approved a Uniform Video Service Local Franchise Agreement ("Video Franchise") with Michigan Bell Telephone Company, d/b/a AT&T Michigan ("AT&T"), for a period of ten (10) years; and

**WHEREAS**, on May 2, 2007, the City approved an application from AT&T for a Video Franchise allowed by Section 3 of the Act, for a period of ten years. On September 12, 2016, the City approved an application to renew through September 12, 2026; and

**WHEREAS**, under the Act, a video franchise agreement is fully transferrable to any successor in interest to the provider to which the franchise was initially granted. Approval of a transfer by a franchising municipality is not required. According to the letter from DIRECTV, in 2021, AT&T transferred its video franchise agreement with the City to DIRECTV.

**WHEREAS**, on February 11, 2026, DIRECTV requested a renewal of the video franchise agreement with the City. ("Renewal Agreement"- **Exhibit A**). The Renewal Agreement has been reviewed and determined by the City Attorney to be complete under the Act; and

**WHEREAS**, the 5% of gross revenue annual video service provider fee in Section VI.A, of the Renewed Agreement are the same as those fees under the City's Uniform Video Service Local Franchise Agreements with Comcast and Wide Open West (WOW), as required by Section 6 of the Act; and

**WHEREAS**, the Council has accepted that the Renewal Agreement is complete and meets the technical requirements of the Act, understands that there has been no change in the law since 2007 when Video Franchise was required to be approved, that provides the City with

denial or conditional approval authority, and therefore undertakes to adopt this Resolution approving the Renewed Agreement as required by the Act.

**NOW THEREFORE, BE IT RESOLVED** that the City finds that the Renewal Agreement is complete and meets the technical requirements of the Act, and solely for that reason, and not because the City agrees with or assents to any provisions of the Act or the Renewal Agreement, the City hereby approves and authorizes and directs the City Manager to sign the Renewal Agreement and its Attachment 1, as a renewal of the May 2, 2007, Franchise Agreement.

**BE IT FURTHER RESOLVED** that notwithstanding that the term of the 2016 Franchise Agreement has not expired; the term of the Renewal Agreement shall be ten (10) years from the date of this approval.

**BE IT FURTHER RESOLVED** that on page 9 of the Renewal Agreement, the "Date submitted" shall be completed by insertion of March 2, 2026, with the "Date completed and approved" to be completed by inserting March 2, 2026, and that the following language shall be inserted below the "Date completed and approved;" line:

Determination of completeness and approval and authority for this Franchise Agreement to be signed was by adoption of a Resolution by the City Council at a meeting on March 2, 2026.

**BE IT FURTHER RESOLVED** that by approving the Renewal Agreement, the City shall not be found to have waived its rights to challenge any provisions of the Act and/or any related provisions of the Renewal Agreement, with the City further reserving any and all rights stemming from any successful challenge to such provisions undertaken by any other local franchising entity.

**BE IT FURTHER RESOLVED** that the City Clerk shall provide a copy of this Resolution to DIRECTV by one of the methods for Notice in Section XV of the Franchise.

**AYES:**

**NAYS:**

RESOLUTION DECLARED ADOPTED.

---

Paul Antolin, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Grosse Pointe Woods, County of Wayne, and State of Michigan, at a regular meeting held this 2nd day of March 2026, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

---

Paul Antolin, City Clerk  
City of Grosse Pointe Woods

**EXHIBIT A**  
**DIRECTV VIDEO FRANCHISE RENEWAL AGREEMENT**



Scott J. Alexander  
Senior Director – External Affairs  
2260 E. Imperial Highway  
El Segundo, California 90245  
(214) 202-3185  
scott.alexander@directv.com

February 10, 2026

**Via e-mail delivery**

City of Grosse Pointe Woods, MI

Dear City Officials:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, DIRECTV, LLC ("DIRECTV"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the City of Grosse Pointe Woods, a Michigan municipal corporation (the "Franchising Entity") and DIRECTV (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between DIRECTV and the City of Grosse Pointe Woods, which was originally completed with AT&T Michigan ("Initial Agreement"). In 2021, that agreement was transferred from AT&T Michigan to DIRECTV, LLC.

The enclosed filing follows the standard form agreement per the MPSC. The Renewed Agreement continues the video service provider fee of 5.0% and a PEG fee of 0.00%. If any information needs to be changed, please let me know.

Please feel free to contact me with any questions about the agreement.

Best regards,

Scott J. Alexander  
Senior Director – External Affairs

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Grosse Pointe Woods, a Michigan municipal corporation (the "Franchising Entity"), and DIRECTV, LLC, a California limited liability company (the "Provider").

### I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

#### **IV. Responsibility of the Franchising Entity**

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**, or the parties may mutually agree to a shorter renewal period.

## VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5.00 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

#### VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount \_\_\_\_\_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0.00% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

#### IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
    "[insert PROVIDER'S NAME]  
    [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

**XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

**City of Grosse Pointe Woods**

**20025 Mack Plaza Drive  
Grosse Pointe Woods, MI 48236-2397**

**Attn: City Clerk**

**e-mail address(s): cityclerk@gpwmi.us**

*If to the Provider:*  
(must provide street address)

**DIRECTV, LLC**

**2260 E. Imperial Highway  
El Segundo, CA 90245**

**Attn: Scott Alexander, Senior Director – External  
Affairs**

**email address: scott.alexander@directv.com**

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

**XVI. Miscellaneous**

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**City of Grosse Pointe Woods, a Michigan municipal corporation**

By

Print Name

Title

Address

20025 Mack Plaza Drive

City, State, Zip

Groose Pointe Woods, MI 48236-2397

Phone

Fax

e-mail

**DIRECTV, LLC, a California limited liability company**

By

Print Name

Scott J. Alexander

Title

Senior Director – External Affairs

Address

2260 E. Imperial Highway

City, State, Zip

El Segundo, California 90245

Phone

(214) 202-3185

Fax

None

Email

scott.alexander@directv.com

**FRANCHISE AGREEMENT**

*(Franchising Entity to Complete)*

Date submitted:

Date completed and approved:

## ATTACHMENT 1

### UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: February 10, 2026		
Applicant's Name: DIRECTV, LLC		
Address 1: 2260 E. Imperial Highway		
Address 2:		Phone: (310) 612-6886
City: El Segundo	State: California	Zip: 90245
Federal I.D. No. (FEIN): 95-4511940		

**Company executive officers:**

Name(s): Brian M. Regan
Title(s): Senior Vice President and Assistant Secretary

**Person(s) authorized to represent the company before the Franchising Entity and the Commission:**

Name: Scott J. Alexander or his designee(s)		
Title: Senior Director - External Affairs		
Address: 2260 E. Imperial Highway, El Segundo, California 90245		
Phone: (214) 202-3185	Fax: None	Email: scott.alexander@directv.com

**Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

SEE ATTACHED MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of wire centers or exchanges serving the City of Grosse Pointe Woods.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

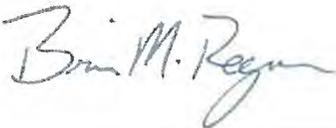
[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

**Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).**

**For All Applications:**

**Verification  
(Provider)**

I, Brian M. Regan, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

<i>Name and Title (printed):</i> Brian M. Regan, Senior Vice President and Assistant Secretary	
<i>Signature:</i> 	<i>Date:</i> February 10, 2026

**(Franchising Entity)**

**City of Grosse Pointe Woods, a Michigan municipal corporation**

By

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

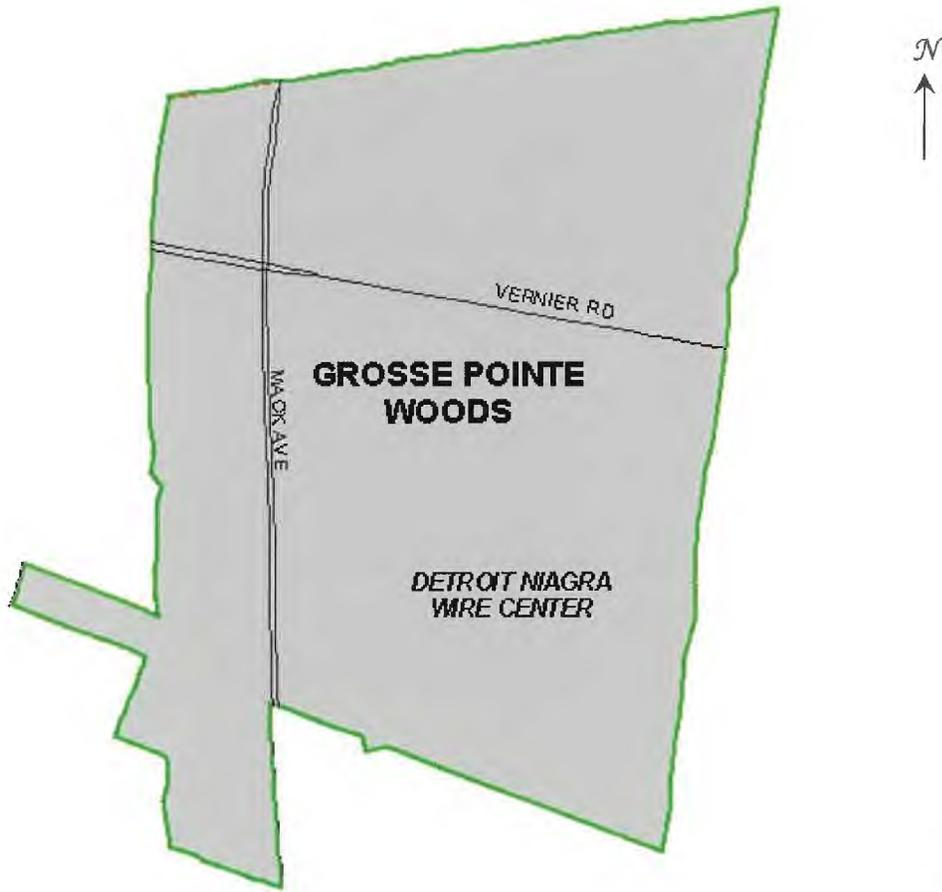
\_\_\_\_\_  
Phone

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

\_\_\_\_\_  
e-mail

\_\_\_\_\_

# Grosse Pointe Woods, Michigan



### Legend

- Roads
- ▭ Municipal Boundary Lines
- ▭ Wire Center Bounds

**Note:** The street names of certain municipal boundary lines may not appear.

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FEB 24 2026

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



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

**INVOICE**

February 16, 2026

Project No: 0160-0473-0

Invoice No: 163476

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

Project 0160-0473-0 TORREY ROAD PUMP STATION GENERATOR

PURCHASE ORDER #23-48021 - \$200,000.00

FOR: CONTRACT ADMIN. & FINAL CLOSEOUT

Professional Services from January 12, 2026 to February 08, 2026

**Professional Personnel**

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
PROJECT MANAGER	7.50	140.00	1,050.00
Totals	7.50		1,050.00
<b>Total Labor</b>			<b>1,050.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	1,050.00	125,804.55	126,854.55
Limit			200,000.00
Remaining			73,145.45
		<b>Total this Invoice</b>	<b>\$1,050.00</b>

PO 48021  
#592-542-818.000  
OK - J.K  
SS  
SC

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CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



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

**INVOICE**

February 16, 2026

Project No: 0160-0497-0  
Invoice No: 163478

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

Project 0160-0497-0 LEE CT. DOYLE CT & THORNTREE WATER MAINS  
PURCHASE ORDER #25-49194 - \$38,250.00  
FOR: DESIGN ENGINEERING

**Professional Services from January 12, 2026 to February 08, 2026**

**Professional Personnel**

	Hours	Rate	Amount	
SECRETARIAL				
ADMINISTRATIVE	.80	40.40	32.32	
PRELIMINARY ENGINEERING				
GRADUATE ENG I / SURV I / ARCH I	2.00	102.20	204.40	
CONSTRUCTION PLAN DESIGN				
PROJECT MANAGER	.50	140.00	70.00	
GRADUATE ENG I / SURV I / ARCH I	1.00	102.20	102.20	
CONTRACT ADMINISTRATION				
PROJECT MANAGER	10.50	140.00	1,470.00	
GRADUATE ENG I / SURV I / ARCH I	3.00	102.20	306.60	
TECHNICIAN I	.30	68.50	20.55	
ADMINISTRATIVE	1.50	40.40	60.60	
Totals	19.60		2,266.67	
<b>Total Labor</b>				<b>2,266.67</b>
		<b>Total this Invoice</b>		<b>\$2,266.67</b>

PO 49194  
# 592-537-977.310  
OK - J.Y.  
SS  
JC

RECEIVED

FEB 24 2026

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



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

**INVOICE**

February 16, 2026

Project No: 0160-0498-0

Invoice No: 163479

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

Project 0160-0498-0 2025-2026 GENERAL ENGINEERING  
PURCHASE ORDER #25-48971 - \$40,000.00

Professional Services from January 12, 2026 to February 08, 2026

Phase 01 GENERAL ENGINEERING

**Professional Personnel**

	Hours	Rate	Amount
<b>RESEARCH/REVIEW</b>			
PRINCIPAL ENGINEER / SURV / ARCH			
LOCKWOOD, SCOTT	2.00	144.10	288.20
Engineering update			
SENIOR PROJECT MANAGER			
SEIDEL, KYLE	.50	142.00	71.00
GLA Contract reopener Coordination			
SEIDEL, KYLE	1.50	142.00	213.00
GLWA Charges Roll Out Meeting #3			
SEIDEL, KYLE	1.50	142.00	213.00
Prep and meeting with DPW to review Overview of WAMR to update WM breaks			
SEIDEL, KYLE	.20	142.00	28.40
Project correspondence and coordination			
SEIDEL, KYLE	.20	142.00	28.40
Project management			
<b>SECRETARIAL</b>			
ADMINISTRATIVE			
BICKHAM, BRENDA	.50	40.40	20.20
Revise Master Supplemental Conditions			
<b>STRUCTURAL</b>			
SENIOR PROJECT MANAGER			
ARAKELOV, LEVON	2.50	142.00	355.00
Review underwater inspection by GLEG. Marter Rd			
ZAUDEL, KEVIN	1.00	142.00	142.00
Lake Front Park underwater inspection coordination			
<b>GENERAL</b>			
PROJECT MANAGER			
WILBERDING, ROSS	3.00	140.00	420.00
Attend/chair monthly engineering meeting and follow up			
WILBERDING, ROSS	3.50	140.00	490.00
Compiling GLWA data into summary spreadsheet. Requesting info/confirmation of WM break info from DPW. Evaluating WAMR Data.			
WILBERDING, ROSS	3.00	140.00	420.00
Completing and compiling PH/MD review/backup documentation packet for sending to GLWA for contract reopener. Drafting and sending email. Inputting WM break dates into WAMR			

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

Project	0160-0498-0	2025-2026 GENERAL ENGINEERING	Invoice	163479
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WILBERDING, ROSS	2.00	140.00	280.00	
Corr. re: WM breaks near old section of Girard Drain, follow up research on segment of Girard Drain. Preparing monthly engineering meeting agenda.				
WILBERDING, ROSS	.50	140.00	70.00	
Corr. regarding and revising contract process for new city manager position				
WILBERDING, ROSS	2.00	140.00	280.00	
Corr. w/ J. Johnson, D. Walling re: construction contract insurance requirements. Starting markups to standard details				
WILBERDING, ROSS	1.50	140.00	210.00	
Discussing insurance, making recommended markups per city attorney and risk consultant.				
WILBERDING, ROSS	4.00	140.00	560.00	
Evaluating WAMR data. Sending construction project insurance requirements email to city attorney and risk manager. Establishing pay estimate cutoff dates based on 2026 city council meetings				
WILBERDING, ROSS	.50	140.00	70.00	
Further markups to suppl cond. for Brenda. Drafting email to attorney/risk consultant				
WILBERDING, ROSS	3.00	140.00	420.00	
Meeting to go over GLWA water rate reopener w/ DPW, K. Seidel. Compiling GLWA data into summary spreadsheet				
WILBERDING, ROSS	.50	140.00	70.00	
Prepare and distribute meeting minutes, meeting follow up items				
WILBERDING, ROSS	1.50	140.00	210.00	
Update to monthly meeting agenda. Reviewing GLWA changes to water/sewer charges. Working on Max Day/Peak Hour review/submittal to GLWA				
WILBERDING, ROSS	.50	140.00	70.00	
Updates to monthly meeting agenda, corr. re: response from GLWA water rate reopener data review email				
WILBERDING, ROSS	.50	140.00	70.00	
Working with MCET to regain virtual access to SCADA				
Totals	35.90		4,999.20	
<b>Total Labor</b>				<b>4,999.20</b>

Billing Limits	Current	Prior	To-Date
Total Billings	4,999.20	17,119.15	22,118.35
Limit			40,000.00
Remaining			17,881.65

**Total this Phase \$4,999.20**

**Total this Invoice \$4,999.20**

PO 48971  
 # 101-441-818.000 \$ 1,249.80  
 # 101-265-818.000 \$ 3,124.50  
 # 592-537-818.000 \$ 624.90

OK - J.K.  
 9/5/20

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FEB 24 2026

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



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

**INVOICE**

February 16, 2026  
Project No: 0160-0499-0  
Invoice No: 163480

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

Project 0160-0499-0 2025-2026 GIS MAINTENANCE  
PURCHASE ORDER #25-48970 - \$21,000.00

Professional Services from January 12, 2026 to February 08, 2026

Phase 01 GENERAL

**Professional Personnel**

	Hours	Rate	Amount	
GIS UPDATES				
SENIOR GIS ANALYST	7.50	102.20	766.50	
GIS ANALYST	.70	85.70	59.99	
Totals	8.20		826.49	
<b>Total Labor</b>				<b>826.49</b>

**Reimbursable Expenses**

REIMBURSABLE OTHER EXPENSE				
2/6/2026 ESRI, INC.	Invoice# 900188579		424.00	
<b>Total Reimbursables</b>			<b>424.00</b>	<b>424.00</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	1,250.49	11,803.73	13,054.22
Limit			21,000.00
Remaining			7,945.78

**Total this Phase \$1,250.49**

**Total this Invoice \$1,250.49**

PO 48970  
# 592-537-977.000  
OK - J.K.  
S.S.  
J.C.



**esri**

380 New York St  
Redlands, CA-92373-8118  
Phone: (909) 793-2853

Invoice : 900188579 Document date : 02/02/2026  
Order : 5066870 Delivery :  
Customer : 22719  
Customer PO : QUOTE MASTRACCO  
End User : 22719 Anderson Eckstein & Westrick Inc  
Project :

Budget 2026 ✓

**'Invoice'**

Page : 1  
Ship to:

Bill to:

Anderson Eckstein & Westrick Inc  
51301 Schoenherr Rd  
Shelby Township MI 48315-2733

Anderson Eckstein & Westrick Inc  
51301 Schoenherr Rd  
Shelby Township MI 48315-2733

GIS Server & Portal software license renewals, 1yr Exp. 02/19/2027

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at [www.esri.com/legal/software-license](http://www.esri.com/legal/software-license).

Item	Qty	Material Number	Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 02/20/2026 End Date: 02/19/2027	3,475.00
1010	3	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 02/20/2026 End Date: 02/19/2027	4,200.00
2010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 02/20/2026 End Date: 02/19/2027	1,750.00
3010	1	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 02/20/2026 End Date: 02/19/2027	1,400.00
4010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/20/2026 End Date: 02/19/2027	580.00
5010	1	100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/20/2026 End Date: 02/19/2027	580.00

6010 25 153147  
ArcGIS Online Viewer User Type Annual Subscription  
Start Date: 09/25/2026  
End Date: 02/19/2027

~~1,267.12~~

Charge \$1,343.15 (this + tax) to Client/Project 0132-1692



380 New York St  
 Redlands, CA-92373-8118  
 Phone: (909) 793-2853

Invoice : 900188579 Document date : 02/02/2026  
 Order : 5066870 Delivery :  
 Customer : 22719  
 Customer PO : QUOTE MASTRACCO  
 End User : 22719 Anderson Eckstein & Westrick Inc  
 Project :

**'Invoice'**

Page : 2

Item	Qty	Material Number	Price
7010	5	153148 ArcGIS Online Creator User Type Annual Subscription Start Date: 02/20/2026 End Date: 02/19/2027	3,500.00
8010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 02/20/2026 End Date: 02/19/2027	6,200.00
9010	5	165533 ArcGIS Online Mobile Worker User Type Annual Subscription Start Date: 02/20/2026 End Date: 02/19/2027	2,000.00
10010	55	166894 ArcGIS Enterprise Mobile Worker User Type Annual Subscription Start Date: 02/20/2026 End Date: 02/19/2027	22,000.00
		Some of these need to be charged to clients, see page 4 for breakdown	
11010	1	166941 ArcGIS 3D Analyst for ArcGIS Enterprise Creator or Professional User Type Annual Subscription Start Date: 02/20/2026 End Date: 02/19/2027	650.00

Item Subtotal 47,602.12  
 Sales Tax 2,450.10  
 ---  
 USD 50,052.22

**APPROVED**  


2026.02.03  
 21:17:22-05'00'



380 New York St  
 Redlands, CA-92373-8118  
 Phone: (909) 793-2853

Invoice : 900188579 Document date : 02/02/2026  
 Order : 5066870 Delivery :  
 Customer : 22719  
 Customer PO : QUOTE MASTRACCO  
 End User : 22719 Anderson Eckstein & Westrick Inc  
 Project :

**'Invoice'**  
 Page : 3

FEIN: 95-2775732  
 DUNS/CEC: 06-313-4175 CAGE: OAMS3  
 Please detach lower portion and return with remittance



Remit Payment to:  
 Environmental Systems Research Institute, Inc.  
**By Check:** P.O. Box 741076  
 Los Angeles CA 90074-1076  
**Electronic Instructions:**  
**Bank:** Bank of America  
**Wire ABA:** 026009593  
**ACH ABA:** 121000358  
**Acct#:** 1496150335

Anderson Eckstein & Westrick Inc  
 51301 Schoenherr Rd  
 Shelby Township MI 48315-2733

Invoice: 900188579 Document Date: 02/02/2026  
 Order: 5066870  
 Payer: 22719 Total: USD 50,052.22

**AEW Client Mobile Worker License Summary**

<i>Client</i>	<i>Billing Number</i>	<i>No. of Licenses</i>	<i>Charge to Client (includes Tax)</i>	<i>Usenames</i>
AEW	0999-0920	30	\$12,720.00	
Center Line	0170-0521	1	\$424.00	cldpw1
Clawson	0810-0454	1	\$424.00	rmcdonald
Eastpointe	0145-0785	1	\$424.00	epdpw1
East China Township	0106-0004	1	\$424.00	ectfield
Grosse Pointe	0155-0226	1	\$424.00	gpfield1
Grosse Pointe Woods	0160-0499	1	\$424.00	gpwfield
Mt. Clemens	0220-0117, Task 26	2	\$848.00	mcfld, lbertrand
Roseville	0100-0370	3	\$1,272.00	roseville, roseville2, roseville3
SMDA	0208-0080	2	\$848.00	smdafld1, smdafld2
St. Clair	0186-0067	2	\$848.00	scfld1, scfld2
Utica Schools	0209-9924	1	\$424.00	ucsfld
Fraser	0190-0307	2	\$848.00	fraserdpw, fraserdpw2
Rochester	0270-0217	2	\$848.00	rochesterfld, sdrotz
Harper Woods	0180-0255	1	\$424.00	hwdpw1
Romeo Historic Society	1712-0001	1	\$424.00	rhsuser
Village of Romeo	1679-0002 Task 4	1	\$424.00	romeofld1
St. Clair Shores	0150-0568	2	\$848.00	scsfld1, scsfld2
<i>Total</i>		55	\$23,320.00	

RECEIVED

FEB 24 2026

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



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

**INVOICE**

February 16, 2026  
Project No: 0160-0455-0  
Invoice No: 163488

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

Project 0160-0455-0 VERNIER & MACK AVE INTERSECTION IMPROVE.  
PURCHASE ORDER #24-48747 - \$375,000.00  
FOR: CONSTRUCTION OBSERVATION, CONSTRUCTION ENGINEERING, & CONTRACT ADMIN.  
Professional Services from January 12, 2026 to February 08, 2026

Phase 03 CONSTRUCTION

**Professional Personnel**

	Hours	Rate	Amount	
RECORD PLANS				
TECHNICIAN III	5.50	85.70	471.35	
RESEARCH/REVIEW				
PRINCIPAL ENGINEER / SURV / ARCH	2.50	144.10	360.25	
CONTRACT ADMINISTRATION				
PROJECT MANAGER	29.00	140.00	4,060.00	
GRADUATE ENG I / SURV I / ARCH I	15.50	102.20	1,584.10	
TECHNICIAN III	13.90	85.70	1,191.23	
TECHNICIAN II	11.40	75.80	864.12	
TECHNICIAN I	.40	68.50	27.40	
STUDIES				
PRINCIPAL ENGINEER / SURV / ARCH	1.00	144.10	144.10	
GRADUATE ENG I / SURV I / ARCH I	1.50	102.20	153.30	
GENERAL				
PRINCIPAL ENGINEER / SURV / ARCH	3.30	144.10	475.53	
Totals	84.00		9,331.38	
<b>Total Labor</b>				<b>9,331.38</b>

Billing Limits	Current	Prior	To-Date
Total Billings	9,331.38	292,973.07	302,304.45
Limit			375,000.00
Remaining			72,695.55

**Total this Phase \$9,331.38**

**Total this Invoice \$9,331.38**

PO 48747  
# 202-451-974-803  
OK - J.K  
E.S  
C

RECEIVED

FEB 24 2026

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



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

**INVOICE**

February 16, 2026

Project No: 0160-0495-0

Invoice No: 163489

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

Project 0160-0495-0 2025 SEWER REHAB PROGRAM

PURCHASE ORDER #25-49189 - \$58,333.00

FOR: CONST. OBSERVATION, CONST. ENGINEERING, CONTRACT ADMIN

Professional Services from January 12, 2026 to February 08, 2026

**Professional Personnel**

	Hours	Rate	Amount	
<b>CONTRACT ADMINISTRATION</b>				
TEAM LEADER	3.00	102.20	306.60	
TECHNICIAN III	2.20	85.70	188.54	
TECHNICIAN II	.30	75.80	22.74	
GRADUATE ENGINEER II / SURV II / ARCH II	1.00	109.30	109.30	
<b>CONSTRUCTION OBSERVATION</b>				
TECHNICIAN III	35.00	85.70	2,999.50	
<b>CCTV REVIEW</b>				
GRADUATE ENGINEER II / SURV II / ARCH II	4.50	109.30	491.85	
Totals	46.00		4,118.53	
<b>Total Labor</b>				<b>4,118.53</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	4,118.53	36,548.05	40,666.58
Limit			58,333.00
Remaining			17,666.42

**Total this Invoice \$4,118.53**

PO 49189  
#592-537-976.001

ok - J.K.  
SS  
SL

STATEMENT	Customer Name CITY OF GROSSE POINTE WOODS	PAGE 1
Remit to: State of Michigan Attn: Finance Cashier P.O. Box 30648 Lansing MI 48909	Customer Account Number MDOT00183	Statement Closing Date 02-04-26
	AR Dept/BPRO 591:ACT51	Due Date 03-06-26
		Amount Enclosed

RECEIVED

RECEIVED

FEB 24 2026

FEB 24 2026

Bill to:  
CITY OF GROSSE POINTE WOODS  
GROSSE POINTE WOODS CITY TREASURER  
20025 MACK AVENUE  
GROSSE POINTE WOODS MI 48236

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Payment Method: Check  Money Order

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

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

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

Transportation



ORIGINAL

Customer Account Number MDOT00183	Statement Closing Date 02-04-26
Customer Name CITY OF GROSSE POINTE WOODS	IF YOU HAVE ANY QUESTIONS, PLEASE CALL

Current Period Charges

Description	Date	Transaction ID	Charges
-	01-30-26	CARE1591REIM26000746	\$7,834.55
-	01-30-26	CARE1591REIM26000746	\$1,853.00
-	01-30-26	CARE1591REIM26000746	\$2,497.08
-	01-30-26	CARE1591REIM26000746	\$15,757.93
-	01-30-26	CARE1591REIM26000746	\$819.00

Important Customer Information

PO 4 8933  
# 202-451-977, 117  
OK - J.K.  
S.S.



**Summary**

**Report ID:** MI-PRJ-0018

**Run Date:** 02/06/2026

**Run Time:** 7:06:26 AM

**MDOT00183 - CITY OF GROSSE POINTE WOODS**

**Program:** 218128CON

**Federal Project:** 24A0672

**Description:** Vernier Road at Mack Road and Sunningdale Park, City of Gro Signal Modernization, New Signal and Pedestrian Crossing, Signing, Eliminating Southbound crossover east of Mack on Vernier Road

**Phase: 01 Construction Contract**

Funding Profile	Fed Pro Rata	Jrnl Description			
A00382	80	2024-5300 CITY OF GROSSE POINTE WOODS			
			<b>Current Budget</b>	<b>Cash Expenditures</b>	<b>Collected</b>
<b>Federal</b>			675,993.30	634,919.25	
<b>Local</b>			168,998.33	158,729.81	134,707.79
					<b>Balance Due</b>
					7,834.55

Funding Profile	Fed Pro Rata	Jrnl Description			
A00383		2024-5300 CITY OF GROSSE POINTE WOODS			
			<b>Current Budget</b>	<b>Cash Expenditures</b>	<b>Collected</b>
<b>Local</b>			50,396.00	52,893.08	28,192.00
					<b>Balance Due</b>
					4,350.08

**Phase: 03 Advertising**

Funding Profile	Fed Pro Rata	Jrnl Description			
A00382	80	2024-5300 CITY OF GROSSE POINTE WOODS			
			<b>Current Budget</b>	<b>Cash Expenditures</b>	<b>Collected</b>
<b>Federal</b>			160.00	0.00	
<b>Local</b>			40.00	0.00	0.00
					<b>Balance Due</b>
					0.00

**Program:** 219533CON

**Federal Project:** 24A0675

**Description:** Vernier Road and Sunningdale Street, Grosse Pointe Woods, W Ped/Bike Improvementsa. Installation of mast arm traffic signals on Vernier Road at the intersection of Vernier Road and Sunningdale Park Street, at the eastbound and westbound median crossover 215 feet west of Sunningdale Park Street.b. Establish a



**Summary**

**Report ID:** MI-PRJ-0018

**Run Date:** 02/06/2026

**Run Time:** 7:06:26 AM

**Phase: 01 Construction Contract**

Funding Profile	Fed Pro Rata	Jrnl Description			
A00177	81.85	2024-5300 CITY OF GROSSE POINTE WOODS			
			<b>Current Budget</b>	<b>Cash Expenditures</b>	<b>Collected</b>
<b>Federal</b>	599,836.30		597,954.18		
<b>Local</b>	272,034.07		214,610.80	128,023.12	15,757.93

Funding Profile	Fed Pro Rata	Jrnl Description			
A00178		2024-5300 CITY OF GROSSE POINTE WOODS			
			<b>Current Budget</b>	<b>Cash Expenditures</b>	<b>Collected</b>
<b>Local</b>	44,503.00		43,742.00	28,192.00	819.00

**Phase: 03 Advertising**

Funding Profile	Fed Pro Rata	Jrnl Description			
A00177	81.85				
			<b>Current Budget</b>	<b>Cash Expenditures</b>	<b>Collected</b>
<b>Federal</b>	163.70		0.00		
<b>Local</b>	36.30		0.00	0.00	0.00

Vendor Code	Vendor Legal Name	Vendor Alias/DBA Name
MDOT00183	CITY OF GROSSE POINTE WOODS	

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

**Statement Date:** 02/06/2026

- Pay in Full (default if neither box is checked)
- Manual allocation specified by Program in Paid Amount below

**Remittance information:**

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

Program	Balance Due
218128CON -	12,184.63
219533CON -	16,576.93



Pay your bill securely at  
ePay.Recovery-Group.com

Customer ID	Date	Invoice #
0000441497	02/11/2026	1338249

### Deductible Billing Summary

New Activity	1-30 Days	31-60 Days	61-90 Days	> 90 Days	Total Due
\$23,582.20	\$0.00	\$0.00	\$0.00	\$0.00	\$23,582.20

Please pay new activity within 30 days of receipt. All past-due balances are due immediately.

Mr. Schulte,

Sedgwick, as the third-party administrator to Argo Group US / Trident Public Risk Solutions, has implemented a process for the invoicing of liability deductibles and enhanced the format of your invoice. Expenses and/or indemnity on these claims have been paid by your insurer and the associated deductible is due. If you have any questions regarding this invoice, please contact our customer service team at service@recovery-group.com or (888) 999 - 1386.

Payment can be made using one of the following options:

**Online:** ePay.Recovery-Group.com

Payments can be made online. Authenticate using your Customer ID (0000441497), Invoice Number (1338249) and Zip Code (48236).

**Mail:** Deductible Recovery Group  
PO Box 6068 - 25  
Hermitage, PA 16148-1068

Please return the bottom portion of this invoice with your remittance. Checks should be made payable to **Deductible Recovery Group**.

101-268-812.000  
SS  
SC

**Correspondence:**

Deductible Recovery Group  
PO Box 962  
Coraopolis, PA 15108

Customer ID	Date	Invoice #	Total Due
0000441497	02/11/2026	1338249	\$23,582.20

Return this stub in the envelope provided with a check payable to Deductible Recovery Group. Please be sure to place your Invoice Number on your check.

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

**MAIL PAYMENTS ONLY TO:**  
Deductible Recovery Group  
PO Box 6068 - 25  
Hermitage, PA 16148-1068



Customer ID	Date	Invoice #
0000441497	02/11/2026	1338249

The following claim information is provided for Invoice 1338249. Please remit payment for the associated deductibles due.

Policy Number	Policy Term	Coverage	Deductible
PE464346402	04/19/2024 - 04/19/2025	General Liability: Bodily Injury	\$10,000.00

Claim Number	Loss Date	Claimant	Total Indemnity	Total Expense	Deductible Due
4A2406JHQ58	06/15/2024	Diane Impastato	\$52,500.00	\$28,613.22	\$10,000.00
4A25033HLTB	02/02/2025	Gregory Robb	\$0.00	\$6,856.20	\$6,856.20
4A2409QGJYK	08/10/2024	Rosamma Sebastian	\$0.00	\$6,726.00	\$6,726.00
<b>Current Due Policy Coverage:</b>					<b>\$23,582.20</b>
<b>Total:</b>					<b>\$23,582.20</b>

Confidentiality Notice: This letter is confidential and only for the addressee(s). No one else may review, copy, disclose or use its contents. If received in error, contact the sender immediately.

### Manage Your Account

#### Pay Your Bill

Online: ePay.Recovery-Group.com  
 Mail: PO Box 6068 - 25  
 Hermitage, PA 16148-1068

Customer Service: (888) 999 - 1386  
 service@recovery-group.com

#### Correspondence

PO Box 962  
 Conapopolis, PA 15108

Customer ID	Date	Invoice #
0000441497	02/11/2026	1338249

## Payment History Summary

This Payment History Summary provides payments applicable to Invoice 1338249.

Claim Number	Claimant	Loss Date
4A2406JHQ58	Diane Impastato	06/15/2024

Payment Date	Payee	Paid Total	Payment Type
01/13/2026	Lipton Law Center, PC	\$52,500.00	Loss Pymt
12/03/2025	KIRK HUTH LAW	\$15,065.00	Expense Pymt
12/03/2025	KIRK HUTH LAW	\$1,417.33	Expense Pymt
12/03/2025	KIRK HUTH LAW	(\$467.85)	Expense Pymt
11/24/2025	Quovant	\$467.85	Expense Pymt
11/24/2025	KIRK HUTH LAW	\$3,216.25	Expense Pymt
11/24/2025	KIRK HUTH LAW	(\$149.10)	Expense Pymt
11/24/2025	KIRK HUTH LAW	\$612.65	Expense Pymt
11/24/2025	Quovant	\$149.10	Expense Pymt
11/07/2025	Kirk & Huth PC	\$675.55	Expense Pymt
11/07/2025	Kirk & Huth PC	\$1,031.25	Expense Pymt
11/06/2025	ExamWorks	\$2,450.00	Expense Pymt
09/15/2025	Quovant	\$117.89	Expense Pymt
09/15/2025	Quovant	\$129.60	Expense Pymt
09/15/2025	KIRK HUTH LAW	(\$129.60)	Expense Pymt
09/15/2025	KIRK HUTH LAW	\$620.50	Expense Pymt
09/15/2025	KIRK HUTH LAW	\$2,755.00	Expense Pymt
06/13/2025	Minute Man Services, Inc.	\$651.80	Expense Pymt

Claim Number	Claimant	Loss Date
4A2409QGJYK	Rosamma Sebastian	08/10/2024

Payment Date	Payee	Paid Total	Payment Type
12/17/2025	Quovant	\$78.84	Expense Pymt
12/17/2025	SEIBERT AND DLOSKI, PLLC	\$85.00	Expense Pymt
12/17/2025	SEIBERT AND DLOSKI, PLLC	\$1,725.50	Expense Pymt
12/17/2025	SEIBERT AND DLOSKI, PLLC	(\$78.84)	Expense Pymt
09/22/2025	SEIBERT AND DLOSKI, PLLC	(\$25.01)	Expense Pymt
09/22/2025	SEIBERT AND DLOSKI, PLLC	\$1,000.50	Expense Pymt
09/22/2025	Quovant	\$25.01	Expense Pymt
06/30/2025	Quovant	\$22.11	Expense Pymt
06/30/2025	SEIBERT AND DLOSKI, PLLC	(\$22.11)	Expense Pymt
06/30/2025	SEIBERT AND DLOSKI, PLLC	\$884.50	Expense Pymt
05/02/2025	Quovant	\$32.63	Expense Pymt
05/02/2025	SEIBERT AND DLOSKI, PLLC	(\$32.63)	Expense Pymt
1/2025	SEIBERT AND DLOSKI, PLLC	\$1,305.00	Expense Pymt
1/2025	Quovant	\$46.40	Expense Pymt
1/2025	SEIBERT AND DLOSKI, PLLC	(\$46.40)	Expense Pymt

Customer ID	Date	Invoice #
0000441497	02/11/2026	1338249

02/28/2025 SEIBERT AND DLOSKI, PLLC \$1,725.50 Expense Pymt

Claim Number	Claimant	Loss Date
4A25033HLTb	Gregory Robb	02/02/2025

Payment Date	Payee	Paid Total	Payment Type
12/17/2025	Quovant	\$70.33	Expense Pymt
12/17/2025	SEIBERT AND DLOSKI, PLLC	(\$70.33)	Expense Pymt
12/17/2025	SEIBERT AND DLOSKI, PLLC	\$2,813.00	Expense Pymt
10/02/2025	SEIBERT AND DLOSKI, PLLC	(\$101.08)	Expense Pymt
10/02/2025	SEIBERT AND DLOSKI, PLLC	\$41.20	Expense Pymt
10/02/2025	SEIBERT AND DLOSKI, PLLC	\$4,002.00	Expense Pymt
10/02/2025	Quovant	\$101.08	Expense Pymt



**CITY OF GROSSE POINTE WOODS  
DEPARTMENT OF PUBLIC SAFETY**

**Date:** February 23, 2026

**To:** Susan Como, City Manager *SC*

**From:** John G. Kosanke, Director of Public Safety

*John G. Kosanke*  
**Subject:** Department Promotions

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The Department of Public Safety is requesting that the Oath of Office be administered at the City Council meeting scheduled for Monday, March 02, 2026 for the promotions of Sergeant Brian Christopher Urban to the rank of Lieutenant and Officer Dennis Scott Walker to the rank of Sergeant.