



CITY OF GROSSE POINTE WOODS
REGULAR CITY COUNCIL MEETING AGENDA
Monday, January 05, 2026 at 7:00 PM

*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: December 30, 2025

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. RECOGNITION OF COMMISSION MEMBERS

5. ACCEPTANCE OF AGENDA

6. CONSENT AGENDA

A. Re-Appointment

1. Re-Appointment: Beautification Advisory Commission
- a) Memo 01/05/26 - Administrative Clerk Coyle
 - b) Jeannette Rogers - Term to Expire: 12/31/28

B. Approval of Minutes

1. Council 12/15/25

C. Bids/Proposals/Contracts

1. Holster Purchases - Budget Transfer Request
- a) Memo 12/18/25 - Director of Public Safety Kosanke
 - b) List of 2025 Holster Purchases
 - c) Invoice# 024423 - 11/18/25 - CMP Distributors Inc.
2. BS&A Cloud Contract and Budget Amendment
- a) Memo 01/05/25 - Treasurer/Comptroller Schmidt - City Manager Como
 - b) Proposed Customer Order Form with Terms and Conditions (Contract)
 - c) Certificate of Liability Insurance
3. Legal Service Agreement: York, Dolan & Tomlinson, P.C. - Name Change
- a) Letter 12/19/25 - City Attorney Tomlinson
 - b) W-9 Form - Tomlinson & McGrail, PLLC

D. Resolution(s)

1. Wayne County Annual Permit Community Resolutions
- a) Memo 12/18/25 - Director of Public Services Kowalski
 - b) Letter 11/17/25 - Wayne County Permit Office - Randa Saghir

cc: Council - 7	Treasurer/Comptroller	Executive Assistant
City Manager	City Clerk	Post - 3
City Attorney	Email Group/Media	

- c) Maintenance Permit No. A-26054/Conditions & Limitations/Indemnity & Insurance/Certificate of Insurance/Proposed Resolution
- d) Letter 12/08/25 - Wayne County Permit Office - Randa Saghir
- e) Pavement Restoration Permit No. A-26109/Conditions & Limitations/Indemnity & Insurance/Scope of Allowable Work/Certificate of Insurance/Proposed Resolution
- f) Letter 11/17/25 - Wayne County Permit Office - Randa Saghir
- g) Special Events Permit No. A-26142/Conditions & Limitations/Indemnity & Insurance/Scope of Allowable Work/Certificate of Insurance/Proposed Resolution

E. Claims and Accounts

- 1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers - 2025 Pavement Joint and Crack Sealing - Proj. No. 0160-0494 - Payment Invoice No. 02 - Scodeller Construction, Inc. - 12/17/25 - \$9,537.85.
- 2. McKenna - Building/Planning Services
 - a) Invoice No. 21849-116 - Building Services - November 2025 - 12/08/25 - \$42,585.65.
 - b) Invoice No. 22-064-48 - Planning Services - October-November 2025 - 12/18/25 - \$6,647.50.
 - c) Invoice No. 25-030-6 - GPW MSHDA Zoning Ordinance Update - October 2025 - 11/21/25 - \$4,750.00.
 - d) Invoice No. 25-030-7 - GPW MSHDA Zoning Ordinance Update - November 2025 - 12/16/25 - \$1,000.00.
- 3. Rosati, Schultz, Joppich & Amtsbuechler, P.C. - Legal Services - Invoice No. 1084834 - November 2025 - 12/11/25 - \$4,936.70.
- 4. WCA Assessing - Assessing Services - Invoice No. 121025 - January 2026 - 12/12/25 - \$7,911.08.

7. COMMUNICATION(S)

- A. Legal Proceedings: Yvonne Leath vs City of Grosse Pointe Woods
 - 1) Summons
 - 2) Complaint
 - 3) Jury Demand

8. PUBLIC HEARING(S)

- A. Rezoning (Map Amendment): **1925, 1927, and 1929 Vernier Roads** (RO-1, Restricted Office District to C, Commercial Business District)
 - 1) Council Minutes Excerpt 12/15/25
 - 2) Planning Commission Minutes Excerpt 12/09/25
 - 3) City Planner's Report: 12/03/25 - McKenna/City Planner Jankowski
 - 4) Letter of Intent: 10/21/25 - Applicant's Attorney Berschback
 - 5) Rezoning Application
 - 6) Supporting documents for Rezoning Application
 - 7) Affidavit of Property Owners Notified with List & Parcel Map
 - 8) Affidavit of Legal Publication
- B. Rezoning (Map Amendment): **21800 Marter Road** (R-3, Planned Multiple Family Residential to CF, Community Facilities)

- 1) Council Minutes Excerpt 12/15/25
- 2) Planning Commission Excerpt 12/09/25
- 3) City Planner's Report: 12/03/25 - McKenna/City Planner Smith
- 4) Letter of Intent: 10/27/25 - John Vitale
- 5) Rezoning Application
- 6) Letter of Opposition (1)
- 7) Letters of Support (7)
- 8) Assumption Church Sports Facility Site Plans -Stucky-Vitale Architects
- 9) Affidavit of Property Owners Notified with List & Parcel Map
- 10) Affidavit of Legal Publication

C. Conditional Rezoning (Map Amendment) Review #2: **20160 Mack Avenue** (RO-1, Restricted Office District to C Commercial Business District, Conditionally)

- 1) Council Minutes Excerpt 12/15/25
- 2) Planning Commission Minutes Excerpt 12/09/25
- 3) City Planner's Report: 11/13/25 - McKenna/City Planner Jankowski
- 4) Letter of Intent: 09/30/25 - John Vitale
- 5) Rezoning Application
- 6) Proposed List of Voluntary Conditions by the Applicant: 09/30/25 - Buccellato Development, Property Owner
- 7) Mixed-Use Development Site Plans: 09/30/25 - Stucky-Vitale Architects
- 8) Development Impact Statement: 09/26/25 - Stonefield Engineering & Design
- 9) Trip Generation Analysis: 09/11/25 - Fleis & Vandenbrink
- 10) Letter of Opposition: 11/18/25
- 11) Protest Petition: 12/15/25
- 12) Proposed Draft Conditional Rezoning Agreement
- 13) Affidavit of Property Owners Notified with List & Parcel Map
- 14) Affidavit of Legal Publication

9. ORDINANCE(S)

- A. Second Reading: Rezoning (Map Amendment) **1925, 1927, and 1929 Vernier Roads** (RO-1, Restricted Office District to C, Commercial Business District)

*Please refer to Public Hearing documents 8A.

- B. Second Reading: Rezoning (Map Amendment) **21800 Marter Road** (R-3, Planned Multiple Family Residential to CF, Community Facilities)

*Please refer to Public Hearing documents 8B.

- C. Second Reading: Conditional Rezoning (Map Amendment) Review #2 - **20160 Mack Avenue** (RO-1, Restricted Office District to C, Commercial Business District, Conditionally)

*Please refer to Public Hearing documents 8C.

10. 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.

11. 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 Rescheduled Council Meeting of January 5, 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-6E) listed under the consent agenda as presented.

A. Re-Appointment

1. **Re-Appointment: Beautification Advisory Commission**
 - a) Memo 01/05/26 - Administrative Clerk Coyle
 - b) Jeannette Rogers - Term to Expire: 12/31/28

B. Approval of Minutes

1. Council 12/15/25

C. Bids/Proposals/Contracts

1. Holster Purchases - Budget Transfer Request
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 - b) List of 2025 Holster Purchases
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3. Legal Service Agreement: York, Dolan & Tomlinson, P.C. - Name Change
 - a) Letter 12/19/25 - City Attorney Tomlinson
 - b) W-9 Form - Tomlinson & McGrail, PLLC

D. Resolution(s)

1. Wayne County Annual Permit Community Resolutions
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 - b) Letter 11/17/25 - Wayne County Permit Office - Randa Saghir
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 - d) Invoice No. 25-030-7 - GPW MSHDA Zoning Ordinance Update - November 2025 - 12/16/25 - \$1,000.00.

3. Rosati, Schultz, Joppich & Amtsbuechler, P.C. - Legal Services - Invoice No. 1084834 - November 2025 - 12/11/25 - \$4,936.70.
4. WCA Assessing - Assessing Services - Invoice No. 121025 - January 2026 - 12/12/25 - \$7,911.08.

Item 7 COMMUNICATION(S)

Item 7A LEGAL PROCEEDINGS: YVONNE LEATH VS CITY OF GROSSE POINTE WOODS

Prerogative of the City Council to receive these legal proceedings and forward to the City Attorney for further processing.

Item 8 PUBLIC HEARING(S)

Individually open each of the Public Hearings. Receive and place on file all communications pertaining to each request. Hear any comments, first in support of, second in opposition to, the requests. Make a motion to close each of the Public Hearings. Any action taken will be made during second readings under item 9 (Ordinances).

Item 8A REZONING (MAP AMENDMENT) 1925, 1927, AND 1929 VERNIER ROADS (RO-1, RESTRICTED OFFICE DISTRICT TO C, COMMERCIAL BUSINESS DISTRICT)

Prerogative of City Council as to action taken will be made under item 9A.

Item 8B REZONING (MAP AMENDMENT) 21800 MARTER ROAD (R-3, PLANNED MULTIPLE FAMILY RESIDENTIAL TO CF, COMMUNITY FACILITIES)

Prerogative of City Council as to action taken will be made under item 9B.

Item 8C CONDITIONAL REZONING (MAP AMENDMENT) REVIEW #2 – 20160 MACK AVENUE (RO-1, RESTRICTED OFFICE DISTRICT TO C, COMMERCIAL BUSINESS DISTRICT, CONDITIONALLY)

Prerogative of City Council as to action taken will be made under item 9C.

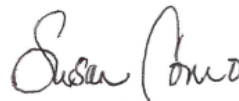
Item 9 ORDINANCE(S)

Item 9A SECOND READING: REZONING (MAP AMENDMENT) 1925, 1927, AND 1929 VERNIER ROADS (RO-1, RESTRICTED OFFICE DISTRICT TO C, COMMERCIAL BUSINESS DISTRICT)

Prerogative of City Council to concur with the City Planner's and Planning Commission's recommendations and approve the ordinance and zoning map amendment for the proposed rezoning at 1925, 1927, and 1929 Vernier Roads from the RO-1, Restricted Office District to the C, Commercial Business District, as presented and make it effective 10 days after its enactment.

- Item 9B SECOND READING: REZONING (MAP AMENDMENT) 21800 MARTER ROAD (R-3, PLANNED MULTIPLE FAMILY RESIDENTIAL TO CF, COMMUNITY FACILITIES)
Prerogative of City Council to concur with the City Planner's and Planning Commission's recommendations and approve the ordinance and zoning map amendment for the proposed rezoning at 21800 Marter Road from the R-3, Planned Multiple Family Residential to the CF, Community Facilities, as presented and make it effective 10 days after its enactment.
- Item 9C SECOND READING: CONDITIONAL REZONING (MAP AMENDMENT) REVIEW #2 – 20160 MACK AVENUE (RO-1, RESTRICTED OFFICE DISTRICT TO C, COMMERCIAL BUSINESS DISTRICT, CONDITIONALLY)
Prerogative of City Council to concur with the City Planner's and Planning Commission's recommendations and approve the ordinance and zoning map amendment for the proposed conditional rezoning at 20160 Mack Avenue from the RO-1, Restricted Office District to the C, Commercial Business District (Conditionally), as presented upon the conditions that the owner signs the final Conditional Rezoning Agreement and completing the project within 18 months from when the building permit is approved; and make it effective 10 days after its enactment.
- Item 10 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 11 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

MEMO

TO: Paul Antolin
FROM: Elise Coyle
RE: Re-Appointment to Commission
DATE: 01/05/26

Commission – Citizen Re-Appointment					
Appointed by	Authority	Commission	Name	Address	Term Expiration
Mayor	City Code Sec. 2-501; 3-yr staggered term, 15 members	Beautification Advisory Commission	Jeannette Rogers	561 Moorland Dr, GPW	12/31/28
			VACANCIES (2)		

MINUTES OF THE RESCHEDULED CITY COUNCIL MEETING OF THE CITY OF GROSSE
POINTE WOODS HELD ON MONDAY, DECEMBER 15, 2025, 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 7:02 p.m. by Mayor Bryant.

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

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

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

Motion carried by the following vote:

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

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
- Mike Fuller, Planning Commission
- Doug Hamborsky, Planning Commission
- David Bryk, Historical Commission
- John Schulte, Planning Commission

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

Motion carried by the following vote:

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

Motion by Brown, seconded by McConaghy, that all items (6A-6F) on the consent agenda be approved as presented.

A. Re-Appointments

1. Re-Appointments to Commissions and Boards
 - a) Memo 12/12/25 - Administrative Clerk Coyle

B. Approval of Minutes

1. Council 12/01/25
2. Committee-of-the-Whole 12/01/25

C. Items Received and Placed on File

1. Planning Commission Minutes 10/28/25
2. Citizens' Recreation Commission Minutes 11/18/25 with recommendation*

*This recommendation was addressed at the 12/01/25 Council meeting.

D. Financial Reports

1. Monthly Financial Report: November 2025

E. Bids/Proposals/Contracts

1. Personnel Matters (Succession Plan - Administration)
 - a) Council Minutes Excerpt 10/20/25
 - b) Memo 09/30/25 - City Administrator (Manager) Schulte
 - c) Employment Agreement - Susan Como
 - d) Memo 12/11/25 - City Manager Schulte

F. Claims and Accounts

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers
 - a) Vernier Rd. & Mack Ave. Intersection Improvement - Invoice No. 161913 - Proj. No. 0160-0455 - 11/24/25 - \$10,469.43.
 - b) 2025 Miscellaneous Concrete Program - Invoice No. 161915 - Proj. No. 0160-0493 - 11/24/25 - \$7,882.65.

- c) 2025 Sewer Rehab Program - Invoice No. 161916 - Proj. No. 0160-0495 - 11/24/25 - \$7,892.85.
- d) Wedgewood Resurface (Vernier-Hawthorne) - Invoice No. 161917 - Proj. No. 0160-0496 - 11/24/25 - \$7,772.86.
- e) 2025-2026 General Engineering - Invoice No. 161918 - Proj. No. 0160-0498 - 11/24/25 - \$2,117.04.
- f) 2025-2026 GIS Maintenance - Invoice No. 161919 - Proj. No. 0160-0499 - 11/24/25 - \$1,769.12.
- g) 2025 Joint & Crack Sealing Program - Invoice No. 161925 - Proj. No. 0160-0494 - 11/25/25 - \$8,333.00.
- h) Lee Ct., Doyle Ct. & Thorntree Water Mains - Invoice No. 161926 - Proj. No. 0160-0497 - 11/25/25 - \$15,300.00.
- i) Ghesquiere & Lakefront Park Bldg Renovations - Invoice No. 162029 - Proj. No. 0160-0479 - 11/26/25 - \$399.99.
- j) 2025 Concrete Pavement Repair Program - Proj. No. 0160-0493 - Payment Invoice 01 - Mattioli Cement Co., LLC - 10/30/25 - \$342,353.98.
- k) 2025 Concrete Pavement Repair Program - Proj. No. 0160-0493 - Payment Invoice 02 - Mattioli Cement Co., LLC - 11/25/25 - \$70,858.78.
- l) 2025 Sewer Rehabilitation by Full Length CIPP Lining - Proj. No. 0160-0495 - Payment Invoice No. 01 - Insituform Technologies USA, LLC - 12/08/25 - \$51,874.65.
- 2. Hallahan & Associates, P.C. - Professional Services - Invoice No. 23418 - November 2025 - 12/01/25 - \$105.64.
- 3. McKenna - Building Services - Invoice No. 21849-115 - October 2025 - 11/25/25 - \$60,074.57.
- 4. State of Michigan - MDOT 00183
 - a) Program #218128CON (Vernier Rd.) - 11/04/25 - \$34,168.23.
 - b) Program #219533CON (Sunningdale Dr.) - 11/04/25 - \$4,530.79.
- 5. York, Dolan & Tomlinson, P.C. - Legal Services - Invoice No. 349 - November 2025 - 12/01/25 - \$2,092.50.

Motion carried by the following vote:

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

The Mayor asked the City Clerk to administer the Oath of Office to Susan Como, who will be serving as the City Manager effective January 2, 2026.

At the conclusion of her Oath of Office, Susan Como thanked the Mayor, City Council, and Mario – her husband and biggest champion – for their support. Additionally, she recognized City Manager Schulte, specifically citing his guidance, leadership, and trust in her to succeed him as the next City Manager. Susan also acknowledged her predecessors Mark Wollenweber, Skip Fincham, and Bruce Smith as mentors whose lessons and public administration experience continue to shape the way she serves the community. Lastly, she expressed gratitude to her family, friends, co-workers, and the community.

City Planner Mangan provided an overview for each of the three following rezoning requests.

Motion by Motschall, seconded by Gafa, regarding **First Reading: Rezoning (Map Amendment) 1925, 1927, and 1929 Vernier Roads (RO-1, Restricted Office District to C, Commercial Business District)**, that City Council concur with the City Planner’s and Planning Commission’s recommendations and approve the first reading of the ordinance and zoning map amendment for the proposed rezoning at 1925, 1927, and 1929 Vernier Roads from the RO-1, Restricted Office District to the C, Commercial Business District, based on the following findings of fact and set a date of January 5, 2026 (confirm if there is a quorum), for a public hearing and second reading/final adoption, and to authorize the City Clerk to publish same by title in the Grosse Pointe News:

- a. *This rezoning is consistent with 2024 Master Plan, including the goal of Economic Development: Elevate Mack Avenue as a thriving, vibrant commercial corridor that meets the daily needs of residents and is a destination for visitors.*
- b. *This rezoning brings the site closer to the intentions of the 2024 Master Plan’s Future Land Use Plan, which designates the site as “Corridor Mixed Use”.*
- c. *The uses permitted in the C, Commercial Business District, including a mix of retail, office, restaurant, and residential uses, are generally compatible with the commercial nature of this corner of Vernier Road and Mack Avenue. The proposed uses have been operating on the subject site for almost two decades. While the property does abut residential properties, there is currently an alley and fencing along the rear property line which will continue to serve as a buffer.*
- d. *The proposed site meets all Zoning Ordinance dimensional requirements of the C, Commercial Business District. The proposed rezoning does not create a non-conforming situation.*
- e. *The rezoning is not anticipated to significantly alter traffic generation in the area. There is no change in use proposed at this time, and the uses are anticipated to generate comparable amounts of traffic to what has existed at the site for the past two decades.*

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Brown, regarding **First Reading: Rezoning (Map Amendment) 21800 Marter Road (R-3, Planned Multiple Family Residential to CF, Community Facilities)**, that City Council concur with the City Planner's and Planning Commission's recommendations and approve the first reading of the ordinance and zoning map amendment for the proposed rezoning at 21800 Marter Road from the R-3, Planned Multiple Family Residential to the CF, Community Facilities, based on the following findings of fact and set a date of January 5, 2026 (confirm if there is a quorum), for a public hearing and second reading/final adoption, and to authorize the City Clerk to publish same by title in the Grosse Pointe News:

- a. *The rezoning is consistent with Goal #4 – Community Character: Strengthen sense of place, identity, and character from the 2024 Master Plan.*
- b. *The rezoning brings the site closer to the intentions of the 2024 Master Plan's Future Land Use Plan, which designates the site as "Institutional".*
- c. *The uses permitted in the C-F, Community Facilities District, including space for public activities, schools, continuing care retirement communities, and public and private nonprofit recreational areas, are consistent with the proposed recreation facility that has been approved in St. Clair Shores.*

Motion carried by the following vote:

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

Motion by Koester, seconded by Brown, regarding **First Reading: Conditional Rezoning (Map Amendment) Review #2 – 20160 Mack Avenue (RO-1, Restricted Office District to C, Commercial Business District, Conditionally)** that City Council concur with the City Planner's and Planning Commission's recommendations and approve the first reading of the ordinance and zoning map amendment for the proposed conditional rezoning at 20160 Mack Avenue from the RO-1, Restricted Office District to the C, Commercial Business District (Conditionally), based on the following findings of fact and set a date of January 5, 2026 (confirm if there is a quorum), for a public hearing and second reading/final adoption, and to authorize the City Clerk to publish same by title in the Grosse Pointe News:

- a. *This rezoning and proposed development is consistent with numerous goals from the 2024 Master Plan, including Goal #1 - Housing: Provide a range of housing choices for all ages, abilities, and incomes; Goal #2 – Economic Development: Elevate Mack Avenue as a thriving, vibrant commercial corridor that meets the daily needs of*

residents and is a destination for visitors; and Goal # 3 – Community Character: Strengthen sense of place, identity, and character throughout the City and its neighborhoods.

- b. This rezoning brings the site closer to the intentions of the 2024 Master Plan's Future Land Use Plan, which designates the site as "Corridor Mixed Use".*
- c. The uses permitted in the C, Commercial Business District, including a mix of retail, office, restaurant, and residential uses, are generally compatible with the commercial nature of Mack Avenue surrounding this property. The applicant must provide appropriate buffering between adjacent properties of dissimilar zoning, per the requirements of the Ordinance, during the site plan review process.*
- d. While the Voluntary Conditions offered by the applicant place an additional limitation on the type of future occupancy, i.e.: "The property shall be limited to one potential "quick services restaurant" with no drive-through and shall not exceed 3,200 square feet", restaurants are subject to the City's Special Land Use process. Should a restaurant be proposed in the future, an additional public hearing and review of the specific use (including maximum occupancy, square footage, available parking, loading, etc.) will be evaluated for compliance with the Zoning Ordinance.*
- e. The site meets all Zoning Ordinance dimensional requirements of the C, Commercial Business District. The rezoning allows for a buildable lot and does not create a non-conformity.*
- f. The rezoning is not anticipated to significantly alter traffic generation in the area. The proposed uses are anticipated to generate comparable amounts of traffic to that of an operating medical office, and pedestrian and non-motorized transportation safety is expected to be improved through sidewalk connectivity and the reduction of a driveway.*
- g. The design of the building follows traditional, high quality architectural design which is encouraged by the Zoning Ordinance and is largely compatible with the Mack Avenue Corridor and surrounding neighborhoods.*

Motion carried by the following vote:

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

Councilmember Koester was supportive of the proposed housing and updates included with the revised development and felt it would benefit the community. He thanked the residents for their concerns and feedback.

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

Motion by Motschall, seconded by Koester, to **adjourn tonight's meeting** at 7:31 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin
City Clerk

Arthur W. Bryant
Mayor



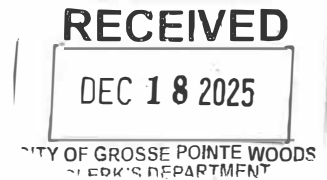
**CITY OF GROSSE POINTE WOODS
DEPARTMENT OF PUBLIC SAFETY**

Date: December 18, 2025

To: Frank Schulte, City Manager

From: John G. Kosanke, Director of Public Safety


Subject: Budget Transfer Request – Holster Purchases



Officers were given the opportunity to purchase holsters for personal use from the vendor which the department uses – CMP Distributors in Lansing, MI in order to take advantage of discounted pricing.


Eight holsters were purchased – one of which will be kept as a spare for the department. The cost of each holster was \$78.50 plus shipping for a total cost of \$658.00 on CMP invoice 024423 dated 11/18/2025. Each of the seven officers reimbursed the city for \$82.25 each, which included their portion of the shipping fee. The total amount received from the employees was \$575.75. A complete roster showing check and receipt numbers is attached. The checks were deposited into our Miscellaneous Public Safety account 101-000-683.010.

A budget transfer is required in the amount of \$575.00 from account 101-000-683.010 (Miscellaneous Public Safety) into account 101-310-757.000 (Operating Supplies – Police Services) to cover the cost of the employee purchase portion of the invoice.


Frank Schulte, City Manager

12-18-25
Date

Fund Certification:
Account numbers have been verified as presented.


Steven Schmidt, Comptroller/ Treasurer

12-18-25
Date

2025 Holster Purchase (CMP Distributors)					
Officers Purchasing Holsters	Check Payment to City of GPW	Date of Check	Amount	Receipt #	Date Holster Given to Employee
Sergeant Mark Agnetti	#1526	11/14/2025	\$82.25	582840	November 21, 2025
Sergeant Darrell Fisher	#2504	11/25/2025	\$82.25	582972	November 26, 2025
Sergeant Walter Galat	#1225	11/16/2025	\$82.25	582841	November 20, 2025
Sergeant Joseph Provost	#4936	11/18/2025	\$82.25	582842	November 21, 2025
Officer Steven Calabro	#317	11/22/2025	\$82.25	582960	November 26, 2025
Officer Christopher Domanski	#0010514813	12/17/2025	\$82.25	585385	December 19, 2025
Officer Neal Kapoor	#1535	11/17/2025	\$82.25	582843	November 20, 2025



16753 Industrial Parkway
Lansing, MI 48906

Phone # 517-721-0970
Fax # 517-721-0974

Invoice

DEPARTMENT OF PUBLIC SAFETY

NOV 26 2025

RECEIVED

Date	Invoice #
11/18/2025	024423

Bill To
Grosse Pointe Woods Police Department 20025 Mack Avenue Grosse Pointe Woods, MI 48236

Ship To
Grosse Pointe Woods Police Department 20025 Mack Avenue Grosse Pointe Woods, MI 48236

P.O. No. 25-49575	Account #	Terms	Rep	Ship Date	Shipping Method
Claudette Darge	1116	Net 30	CMP	11/18/2025	Drop Ship

Item	Qty	Description	Price	Amount
SAF--SOLIS-1-2835-A-7-C1...	7	Safariland Solis, SOLIS-1-2835-A-7-C1-411, ALS Concealment OWB Outside-Waistband Holster for Glock 19 19X 45 w/ Streamlight TLR-7, Right Hand	78.50	549.50T
SAF-SOLIS-1-2835-A-7-C3-...	1	Safariland -SOLIS-1-2835-A-7-C3-411,Solis ALS Concealment OWB Holster for Glock 19 w/ TLR7/7A , Right Hand	78.50	78.50T
Shipping and Handling	1	Shipping and Handling	30.00	30.00T
<p><i>James B. ... 12-3-25</i> 101-310-757.000 Operating Supplies- Police Services (off-duty use: Agnietti, Fisher, GALT, Provost, Celabro, Romanski, Kaper + 1 spare for department use</p>				

Employees Reimbursed city \$82.25 each)	Subtotal	\$658.00
	Sales Tax (0.0%)	\$0.00
	Total	\$658.00
	Payments/Credits	\$0.00
	Balance Due	\$658.00

RETURN POLICY: Returns accepted on un-opened, un-used items within 10 days with Invoice. Restocking fee may be applied.

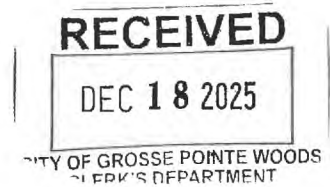


CITY OF GROSSE POINTE WOODS MEMORANDUM

Date: January 5, 2025

To: Mayor and City Council

From: Steven Schmidt, Treasurer/Comptroller
Sue Como, City Manager



Re: BS&A Cloud Contract and Budget Amendment

Please find attached a copy of the BS&A Software, LLC (BS&A) services contract for cloud services and transition costs. The contract has been reviewed by City Attorney, Debra Walling.

The City currently operate on the BS&A .net version of the software and the BS&A is slowly phasing out this software and replacing it with the cloud version. The City plans on transitioning to the Cloud version around April of 2027 to maximize our server's life and have the lower cost of the .net version until we have to transition. The new annual cost of the Cloud base version is approximately 3 times more than the .net based version. However, the City will save funds by not having to replace the server, as well as the server maintenance, system backup and system synchronizing fees. The new expenses for the annual cost will be incorporated in the 2026-2027 budget year.

Upon signing of the contract, the City will have to pay a deposit of 50% of the \$70,200 one-time transition cost. The City was able to secure a discount of \$10,530 for the transition making the new cost \$59,670. This is not a budgeted item in the FY 2025-2026 budget. Therefore, I recommend that City Council approve a budget amendment in the amount of \$29,835 for account number 101-228-818.000 IT Contractual Services using our fund balance 101-000-692.100 Transfer Prior Year Reserves.

Thank you.

A handwritten signature in black ink, appearing to read "Steven Schmidt".

Steven Schmidt
Treasurer/Comptroller

A handwritten signature in blue ink, appearing to read "Sue Como".

Sue Como
City Manager

**BS&A
CUSTOMER ORDER FORM**

This Customer Order Form (this “**Order**”) is entered into as of the “**Effective Date**” identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 (“**BS&A**”) and the “**Customer**” identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties hereby agree as follows:

Customer Name: City of Grosse Pointe Woods, Wayne County MI	Sponsor Contact:
Billing Address:	Sponsor Phone:
Accounts Payable Email:	Sponsor Email:

Platform and Fee Information

Effective Date:	
Platform Description: Those modules and feature packs of BS&A’s proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
“Usage Limitations”:	
<input type="checkbox"/> <i>Number of Authorized Users:</i> [INSERT # OF SEATS] <input type="checkbox"/> <i>Other:</i> [INSERT OTHER USAGE LIMITATIONS, IF ANY]	
“Initial Subscription Period”: [One (1) year]	Subscription Fees: \$59,885 payable [annually].
The “ Initial Subscription Period ” shall begin the at the earlier date of <ul style="list-style-type: none"> One (1) year after the Effective Date for any new software modules Six (6) months after the Effective Date for any software modules upgrading from BS&A’s .NET Platform 	
Professional Services (if any): \$59,670	Service Fees (if any):
Other Customer Terms:	

The Customer Agreement (the “**Agreement**”), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the “**Terms and Conditions**”); and (iv) the Pricing Sheet attached to this Order (the “**Pricing Sheet**”).

BS&A SOFTWARE, LLC

CITY OF GROSSE POINTE WOODS, MI

DocuSigned by:

Mark Puetz

Name: Mark Puetz

Name: _____

Title: Director of Business Operations

Title: _____

EXHIBIT A
CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. **Definitions.**

1.1 **"Authorized User"** means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **"BS&A IP"** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

1.3 **"Business Contact Data"** means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **"Customer Data"** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **"Documentation"** means Company's end user documentation relating to the Platform, including any user guides.

1.6 **"Harmful Code"** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **"Order"** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

1.8 **"Personal Information"** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **"Platform"** has the meaning set forth on the Order.

1.10 **"Professional Services"** means training, migration, implementation, integration, or other professional services that are provided to Customer in connection with its use of the Platform hereunder.

1.11 **"Subscription Period"** means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform.

1.12 **"Third-Party Products"** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.13 **"Usage Data"** means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.14 **"Usage Limitations"** means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2 Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a "Service Suspension"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement,

BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform.'

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees ("Fees") identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days' notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A's sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A's other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer's and its Authorized Users' access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A's income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as "confidential" or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, "**Confidential Information**"). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party's Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder ("**Representatives**"). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual

property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached

this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Michigan in each case located in Wayne County, Michigan and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific

performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

EXHIBIT B
PRICING SHEET

(Based on Quote 2547 dated November 25, 2025)

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade - Cloud Modules

Financial Management

GL-General Ledger	\$5,065.00
AP Account Payable	\$4,150.00
PO-Purchase Order	\$4,055.00
CR-Cash Receipting	\$4,630.00
Total	\$17,900.00

Personnel Management

PR-Payroll	\$6,875.00
Total	\$6,875.00

Community Development

BD-Building Department	\$8,285.00
BL-Business License	\$3,955.00
Total	\$12,240.00

Property

ASG-Assessing	\$7,005.00
TX-Tax	\$4,795.00
DPP Delinquent Personal Property	\$1,470.00
Total	\$13,270.00

Utility Billing

UB-Utility Billing	\$9,600.00
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Subtotal	\$59,885.00
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BS&A Online - Fees for BS&A Online subscription services will be charged at the next renewal period.

Public Records Search + Online Bill Pay
With use of integrated Credit Card Processor

Upgrade Implementation

Services include:

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption
- Project schedule aligned with your processes and needs, ensuring a seamless transition timeline
- Expedited upgrade to cloud capturing existing process to minimize demands required of client teams
- Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization
- Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources
- Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted
- Preliminary data conversion with attachments, mirroring final conversion for a smooth transition
- Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing
- Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes
- Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Automated scaffolding of users and security roles based on your previous configurations
- Conversion of approval workflows based on role-based security, maintaining established processes
- As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment
- Documentation of our standard processes, facilitating easy access to essential information
- Upgrade training
- Prioritized response post go-live for 2 weeks from the upgrade team
- 3 post go-live survey touch points to check-in on post-go live experience
- Remote go-live assistance and remote office hours for a successful transition to the cloud-based software
- Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost

\$70,200.00

Cost Totals

Upgrade Modules – Annual Fee	Subtotal	\$59,885.00
Upgrade Implementation	Subtotal	\$70,200.00
Courtesy Discount offered for acceptance of BS&A Payments. Discount good through 1/31/2026	Subtotal	-\$10,530.00

Total Proposed **\$119,555.00**

Travel not expected for Upgrades. Any necessary travel to be billed at a per trip and/or per day cost.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2025

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

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

PRODUCER Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	CONTACT NAME: Lockton Affinity, LLC PHONE (A/C No. Ext): 800-301-8814 FAX (A/C No.): 913-652-7599 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Continental Insurance Company A+ 5289 INSURER B: Valley Forge Ins. Co. A+ 20508 INSURER C: American Casualty Co of Reading, PA A+ 20427 INSURER D: Certain Underwriter's at Lloyd's, London NA AA1122000 INSURER E: INSURER F:
INSURED BS&A Software LLC; A E Boyce Company, Inc 14965 Abbey Ln Bath, MI 48808-7709	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		6022960017-03	08/29/2025	08/29/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			7040142969-02	08/29/2025	08/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			7040216732-02	08/29/2025	08/29/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A		WC740142941-02	08/29/2025	08/29/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Cyber Liability and Technology E&O Claims Made Policy			ES00040482364 Retroactive Date:	08/29/2025 08/29/2025	08/29/2026	Each Claim \$2,000,000 Aggregate \$2,000,000 Deductible \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Grosse Pointe Woods, all employees, elected and appointed officials, boards and commission and volunteers are included as additionally insured with respect to operations performed by the named insured

CERTIFICATE HOLDER

City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, MI 48236	3011165
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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE <i>Pat D. O'Hanlon</i>

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YORK, DOLAN & TOMLINSON, P.C.

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Clinton Township, Michigan 48036
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Timothy D. Tomlinson (ttomlinson@yorkdolanlaw.com)
Linda M. McGrail (lmcgrail@yorkdolanlaw.com)

Fred A. York (1930-1989)

December 19, 2025

Via Email

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

RE: *Legal Services Agreement*

Dear Mayor & Honorable City Council,

We are happy to announce the retirement of John "Jack" Dolan from his long tenured service with York, Dolan & Tomlinson, P.C. We all wish him well.

As a result of Mr. Dolan's retirement, effective January 1, 2026, our newly formed firm, Tomlinson & McGrail, PLLC, has been established and will be taking over all operations of York, Dolan & Tomlinson, P.C. effective January 1, 2026. We are excited for this new endeavor. Be assured that we will be continuing services as-is and there will be no change in your services, including myself as your lead attorney in handling the City's matters. We do expect that there will be some changes in the future with regard to emails, branding, etc, however, the services themselves will not change.

As a result of this change, we would ask that all accounts payable be made to "Tomlinson & McGrail, PLLC." Our new employee identification number is 41-2967453, see enclosed executed W9. Our address, phone numbers and email are the same at this time. You will note we are not moving and nothing else has changed except the name of the firm. We look forward to the continued, successful relationship we have always had. Should you have any questions regarding same, please do not hesitate to contact me. We remain,

Very truly yours,

YORK, DOLAN & TOMLINSON, P.C.

Timothy D. Tomlinson

Timothy D. Tomlinson
Attorneys for Grosse Pointe Woods

TDT/jabh

cc: Frank Schulte (Via email)
Sue Como (Via email)
Steven Schmidt (Via email)

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Tomlinson & McGrail, PLLC		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions. 22600 Hall Road, Ste 205 6 City, state, and ZIP code Clinton Township, MI 48036 7 List account number(s) here (optional)	Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
4	1	-	2	9	6	7	4	5 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 12/6-25
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

MEMO 25-31

TO: Susan Como, City Manager

FROM: James Kowalski, Director of Public Services *J.K.*

DATE: December 18, 2025

SUBJECT: Wayne County Annual Permit Community Resolutions

Each year Wayne County issues the City of Grosse Pointe Woods an Annual Maintenance Permit to Construct, Operate, Use and/or Maintain – To Occupy the Right-of-Way of County Roads. The County also requires an Annual Pavement Restoration Permit and an Annual Permit for Special Events. As in prior years, the Model Community Resolutions and copies of the city's certificate of insurance must accompany the approved permits. The cover letter indicates updates in insurance requirements; which will require the City's compliance. City Attorney Debra Walling has reviewed the Annual Permits and has approved them for Council's review.

I recommend the City Council adopt the Model Community Resolutions authorizing execution of the annual maintenance permit, the annual pavement restoration permit, and the annual permit for special events, authorize the Director of Public Services to sign the permits, and authorize the City Clerk to forward said documents to Wayne County.

Attachments

Recommended for Approval as Submitted:

Susan Como

Susan Como, City Manager

12/19/25

Date



Warren C. Evans
County Executive

11/17/2025

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236-2343

RE: A-26054
2026 Annual Permit Package
Wayne County Department of Public Services
Engineering Division – Permit Office

Attention: James Kowalski

Enclosed is your Wayne County Annual Permit package. In an effort to expedite the process Wayne County DPS Engineering Division Permit Office is combining the Annual Maintenance Permit, Annual Pavement Restoration Permit, and Annual Special Events Permit into on single application.

1. **Annual Maintenance Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:
 - a. Sanitary sewer inspection, repair and routine maintenance;
 - b. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter);
 - c. Other utilities (i.e. natural gas, electric or fiber optic);
 - d. Application of dust palliatives; and
 - e. Repair and replacement of existing sidewalks.
2. **Annual Pavement Restoration Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of pavement repair and restoration.
3. **Annual Permit for Special Events:** The annual permit grants preliminary authorization to a municipality to perform the following:
 - a. Temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
 - b. To use a county road as a detour for traffic around such activity taking place on a non-county road; and/or
 - c. Place a temporary banner within the County right-of-way.



In addition to the Annual Permit, this package also includes the applicable following attachments, which are incorporated by reference into the permit:

- A. Scope of Work and Conditions for Municipal Maintenance Permits, *if applicable*
- B. Annual Special Events Attachment for Municipalities, *if applicable*
- C. Banner Attachment for Municipalities, *if applicable*
- D. General Conditions and Limitations of Permits, *if applicable*
- E. Indemnity and Insurance Attachment, *if applicable*
- F. Model Community Resolution, *if applicable*

As a condition of the municipal annual permit, the County requires that the governing body pass a blanket resolution of approval which accomplishes the following:

- A. Agrees to fulfill all permit obligations and conditions
- B. To the extent allowed by law, hold harmless and defend Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- C. Designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Additionally, the Permit Office requires that each municipality provide a written request on municipal letterhead at least (10) ten business days prior to the commencement of a road closure and/or banner placement. The written request should include all required information as specified in the appropriate attachments, "Annual Special Events for Municipalities" or "Annual Attachment for Banners". Upon approval, the permit office shall issue a permit authorizing the special event activities.

*****For all Annual Permits please review the insurance attachment carefully, since the insurance requirements have been recently updated.**

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications Document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

www.waynecountymi.gov/Government/Departments/Public-Services/Engineering/Construction-Permits

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package.



Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Indira Boda
33809 Michigan Avenue
Wayne, MI 48184**

Once received, the Permit Coordinator will validate your permit and return an executed copy to you for your files.

The *Scope of Work and Conditions for Municipal Maintenance Permits* requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to **734.595.6356**.

Once received, an executed copy will be returned to you for your files. If you have any questions regarding this Annual Permit, please contact me at **734.858.2774**

Respectfully Submitted,

Randa Saghir
Administration Management

C: file

Attachments: Annual Permit
Scope of Work and Conditions for Municipal Maintenance Permits
Annual Special Events Attachment for Municipalities
Banner Attachment for Municipalities
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 858-2774 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION, CALL DM3 Permit Inspection Department (734) 858-2778 FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. A-26054	
ISSUE DATE 1/1/2026	EXPIRES 12/31/2026
REVIEW No.	WORK ORDER 79636

PROJECT NAME Grosse Pointe Woods - Maintenance	
LOCATION VARIOUS ROADS	CITY/TWP GROSSE POINTE WOODS
PERMIT HOLDER CITY OF GROSSE POINTE WOODS 20025 Mack Plaza Dr Grosse Pointe Woods, MI 48236-2343	CONTRACTOR CONTACT James Kowalski
DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)	

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES: 1. SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE. 2. WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE. 3. DUST PALLATIVE, CALCIUM & SALT APPLICATIONS. 4. SIDEWALK REPAIR AND REPLACEMENT. 5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY. All actual inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder. REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS. ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT. PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT. PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT.

FINANCIAL SUMMARY PERMIT FEE \$0.00 PLAN REVIEW FEE..... \$0.00 PARK FEE..... \$0.00 OTHER FEE..... \$0.00 BOND..... \$0.00 INSPECTION DEPOSIT..... \$0.00 OTHER BOND \$0.00 TOTAL COSTS \$0.00	DEPOSITOR <table border="1"> <tr> <td>Bank</td> <td>Check Type</td> <td>Check NO.</td> </tr> </table> LETTER OF CREDIT DEPOSITOR	Bank	Check Type	Check NO.	APPROVED PLANS PREPARED BY <table border="1"> <tr> <td>PLANS APPROVED BY</td> <td>DATE PLANS APPROVED</td> </tr> <tr> <td></td> <td align="center">1/1/2026</td> </tr> </table> REQUIRED ATTACHMENTS GENERAL CONDITIONS SCOPE OF ALLOWABLE WORK AND CONDITIONS FOR ANNUAL UTILITY PERMITS INDEMNITY AND INSURANCE ATTACHMENT RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/dps_engineering_cpoffice.htm	PLANS APPROVED BY	DATE PLANS APPROVED		1/1/2026
Bank	Check Type	Check NO.							
PLANS APPROVED BY	DATE PLANS APPROVED								
	1/1/2026								
TOTAL CHECK AMOUNT \$0.00 CASHIER DATE 1/1/2026	(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)								

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

James Kowalski PERMIT HOLDER NAME / AUTHORIZED AGENT	DATE	WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES	PREPARED BY
CONTRACTOR NAME / AUTHORIZED AGENT	DATE	VALIDATED BY PERMIT COORDINATOR	DATE



Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications For Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.



GROSS-1

OP ID: JJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2025

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

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

PRODUCER
Nickel & Saph, Inc.
P. O. Box 46907
Mt. Clemens, MI 48046-6907
John N. Johnson

586-463-4573

CONTACT John N. Johnson

NAME:

PHONE (A/C, No, Ext): 586-463-4573

FAX (A/C, No): 586-463-3135

E-MAIL John@nickelsaph.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Ascot Insurance Co.

23752

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

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		TRPK-4001739-00	04/19/2025	04/19/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY			TRPK-4001739-00	04/19/2025	04/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/>	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	TRPK-4001739-00	04/19/2025	04/19/2026	EACH OCCURRENCE \$ 9,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						AGGREGATE \$ 9,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

The following certificate holder is considered an additional insured with respects to the 2026 Annual Permit Package #A-26054 which authorizes the Municipality to Occupy Wayne County road right-of-way for purpose of inspection, repair and routine maintenance for facilities which are under its jurisdiction. *See Notes on Page 2...

CERTIFICATE HOLDER

CANCELLATION

Wayne County Department of
Public Services
33809 Michigan Avenue
Wayne, MI 48184

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

AUTHORIZED REPRESENTATIVE
John N. Johnson

NOTEPAD

INSURED'S NAME

City of Grosse Pointe Woods

GROSS-1

OP ID: JJ

PAGE 2

Date 12/29/2025

Wayne County, and its officers, agents and employees are named as additional insured parties.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community")
periodically applies to the County of Wayne Department of Public Services, Engineering
Division Permit Office (hereinafter the "County") for permits to conduct emergency
repairs, annual maintenance work, and for other purposes on local and County roads
located entirely within the boundaries of the Community, as needed from time to time to
maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits
and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such
permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as
a contractor for the Community and not as a contractor or agent of the County. Any
claims by any contractor or subcontractor will be the sole responsibility of the
Community. The County shall not be subject to any obligations or liabilities by vendors
and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or
indirectly out of its obligations, responsibilities, and duties under the Permit which results
in claims being asserted against or judgment being imposed against the County, and all
officers, agents and employees thereof pursuant to a maintenance contract. In the event
that same occurs, for the purposes of the Permit, it will be considered a breach of the
Permit thereby giving the County a right to seek and obtain any necessary relief or
remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires
insurance on its own or its contractor's behalf, it shall also require that such policy
include as named insured the County of Wayne and all officers, agents and employees
thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent
the County from requiring additional performance security or insurance before issuance
of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne
County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____
(name of Community), County of Wayne, Michigan, on _____.

#305299-v2



Warren C. Evans
County Executive

12/8/2025

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236-2343

RE: A-26109
2026 Annual Permit Package
Wayne County Department of Public Services
Engineering Division – Permit Office

Attention: James Kowalski

Enclosed is your Wayne County Annual Permit package. In an effort to expedite the process Wayne County DPS Engineering Division Permit Office is combining the Annual Maintenance Permit, Annual Pavement Restoration Permit, and Annual Special Events Permit into on single application.

1. **Annual Maintenance Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:
 - a. Sanitary sewer inspection, repair and routine maintenance;
 - b. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter);
 - c. Other utilities (i.e. natural gas, electric or fiber optic;
 - d. Application of dust palliatives; and
 - e. Repair and replacement of existing sidewalks.
2. **Annual Pavement Restoration Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of pavement repair and restoration.
3. **Annual Permit for Special Events:** The annual permit grants preliminary authorization to a municipality to perform the following:
 - a. Temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
 - b. To use a county road as a detour for traffic around such activity taking place on a non-county road; and/or
 - c. Place a temporary banner within the County right-of-way.



In addition to the Annual Permit, this package also includes the applicable following attachments, which are incorporated by reference into the permit:

- A. Scope of Work and Conditions for Municipal Maintenance Permits, *if applicable*
- B. Annual Special Events Attachment for Municipalities, *if applicable*
- C. Banner Attachment for Municipalities, *if applicable*
- D. General Conditions and Limitations of Permits, *if applicable*
- E. Indemnity and Insurance Attachment, *if applicable*
- F. Model Community Resolution, *if applicable*

As a condition of the municipal annual permit, the County requires that the governing body pass a blanket resolution of approval which accomplishes the following:

- A. Agrees to fulfill all permit obligations and conditions
- B. To the extent allowed by law, hold harmless and defend Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- C. Designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Additionally, the Permit Office requires that each municipality provide a written request on municipal letterhead at least (10) ten business days prior to the commencement of a road closure and/or banner placement. The written request should include all required information as specified in the appropriate attachments, "Annual Special Events for Municipalities" or "Annual Attachment for Banners". Upon approval, the permit office shall issue a permit authorizing the special event activities.

******For all Annual Permits please review the insurance attachment carefully, since the insurance requirements have been recently updated.***

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications Document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

www.waynecountymi.gov/Government/Departments/Public-Services/Engineering/Construction-Permits

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package.



Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Indira Boda
33809 Michigan Avenue
Wayne, MI 48184**

Once received, the Permit Coordinator will validate your permit and return an executed copy to you for your files.

The *Scope of Work and Conditions for Municipal Maintenance Permits* requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to **734.595.6356**.

Once received, an executed copy will be returned to you for your files. If you have any questions regarding this Annual Permit, please contact me at **734.858.2774**

Respectfully Submitted,

A handwritten signature in blue ink, reading "Randa H. Saghir".

Randa Saghir
Administration Management

C: file

Attachments: Annual Permit
Scope of Work and Conditions for Municipal Maintenance Permits
Annual Special Events Attachment for Municipalities
Banner Attachment for Municipalities
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution

PERMIT OFFICE

33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 858-2774
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION, CALL

DM3 Permit Inspection Department
(734) 858-2778
FOR INSPECTION



**WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES**

PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.

A-26109

ISSUE DATE

1/1/2026

EXPIRES

12/31/2026

REVIEW No.

WORK ORDER

79349

PROJECT NAME

Grosse Pointe Woods - Pavement Restoration

LOCATION

Various

CITY/TWP

GROSSE POINTE WOODS

PERMIT HOLDER

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236-2343

CONTRACTOR

CONTACT

CONTACT

James Kowalski

DESCRIPTION OF PERMITTED ACTIVITY

(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION. AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL. THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY. FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS. ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES. <http://mutcd.fhwa.dot.gov> THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT.

FINANCIAL SUMMARY		DEPOSITOR			APPROVED PLANS PREPARED BY	
PERMIT FEE	\$0.00	Bank	Check Type	Check NO.	PLANS APPROVED BY	DATE PLANS APPROVED
PLAN REVIEW FEE.....	\$0.00					
PARK FEE.....	\$0.00					1/1/2026
OTHER FEE.....	\$0.00				REQUIRED ATTACHMENTS	
BOND.....	\$0.00				GENERAL CONDITIONS	
INSPECTION DEPOSIT	\$0.00	LETTER OF CREDIT DEPOSITOR			SCOPE OF ALLOWABLE WORK AND	
OTHER BOND	\$0.00				CONDITIONS FOR ANNUAL UTILITY PERMITS	
					INDEMNITY AND INSURANCE ATTACHMENT	
TOTAL COSTS	\$0.00				RULES, SPECIFICATIONS AND PROCEDURES	
					FOR PERMIT CONSTRUCTION - AVAILABLE	
					ONLINE AT	
TOTAL CHECK AMOUNT	\$0.00				www.waynecounty.com/dps_engineering_cpoffice.htm	
CASHIER	DATE				(PERMIT VALID ONLY IF ACCOMPANIED	
	1/1/2026				BY ABOVE ATTACHMENTS)	

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

James Kowalski
PERMIT HOLDER NAME / AUTHORIZED AGENT

DATE

**WAYNE COUNTY DEPARTMENT
OF PUBLIC SERVICES**

PREPARED BY

CONTRACTOR NAME / AUTHORIZED AGENT

DATE

VALIDATED BY PERMIT COORDINATOR

DATE



Wayne County Department of Public Services Engineering Division – Permit Office Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MIDOT Standard Specifications For Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1 To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.

2 To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1 The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2 The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3 The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the travelling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on approved release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MIDOT Standard Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services
Engineering Division – Permit Office**

Indemnity and Insurance Attachment for Pipeline Permits

The Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity whether the negligence is due to the Permit Holder or to joint negligence of the Permit Holder and the County, arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$2,000,000 each occurrence and \$5,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$2,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$2,000,000 for bodily injury each person, each occurrence and property damage liability \$2,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The WCDPS shall be a Certificate Holder on the policy of insurance worded as, "Wayne County, and its officers, agents and employees are named as additional insured parties." It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by Certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office. The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Scope of Allowable Work and Conditions
for Annual Pipeline Utility Permits**

General Conditions:

The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG ", at (800) 482-7161, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office, at (734) 955-9920, before starting any emergency underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County. For non-emergency work, the Permit Holder shall call (734) 955-2154 at least 72 hours, excluding Saturdays Sundays and holidays, but not more than twenty-one (21) calendar days, before starting work.

Traffic shall be maintained in accordance with the current Manual on Uniform Traffic Control Devices and Wayne County Specifications.

A current copy of the, "Wayne County Rules, Specifications and Procedures for Construction Permits" shall be attached and incorporated as part of the conditions of the permit is available online at:

http://waynecounty.com/dps_engineering_cpoffice.htm

Annual Utility Permits are limited to the following scope of work:

Excavation within the right-of-way for the purpose of inspection, making repairs, and routine maintenance of the utility owned facilities.

Special Conditions for Annual Pipeline Utility Permits

1. Emergency repairs may be made provided notification is given to the Permit Office as soon as possible, and no later than the next Wayne County business day.
2. Immediate notification must be given for emergency (public safety, health and welfare) operations which involve cutting of pavement. An individual permit shall be obtained by the Permit Holder as soon as possible.
3. The Permit Office shall be notified of normal repairs in advance and in writing. The Permit Holder shall provide the approximate location and date of all work to be performed.
4. Utility companies shall submit monthly reports to the Permit Office listing location, date and type of activity for each activity performed under the blanket permit for that month. These reports may be faxed to 734.595.6356.



GROSS-1

OP ID: JJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2025

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

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

PRODUCER Nickel & Saph, Inc. P. O. Box 46907 Mt. Clemens, MI 48046-6907 John N. Johnson	586-463-4573	CONTACT NAME: John N. Johnson PHONE (A/C, No, Ext): 586-463-4573 E-MAIL: John@nickelsaph.com FAX (A/C, No): 586-463-3135	INSURER(S) AFFORDING COVERAGE INSURER A : Ascot Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 23752
INSURED City of Grosse Pointe Woods Frank Schulte 20025 Mack Plaza Drive Grosse Pointe Woods, MI 48236				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		TRPK-4001739-00	04/19/2025	04/19/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			TRPK-4001739-00	04/19/2025	04/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			TRPK-4001739-00	04/19/2025	04/19/2026	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The following certificate holder is considered an additional insured with respects to the 2026 Annual Permit Package #A-26109 which authorizes the Municipality to Occupy Wayne County road right-of-way for purpose of inspection, repair and routine maintenance for facilities which are under its jurisdiction. *See Notes on Page 2...

CERTIFICATE HOLDER

CANCELLATION

Wayne County Department of Public Services 33809 Michigan Avenue Wayne, MI 48184	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John N. Johnson
---	--

NOTEPAD

INSURED'S NAME City of Grosse Pointe Woods

GROSS-1
OP ID: JJ

PAGE 2
Date 12/29/2025

Wayne County, and its officers, agents, and employees are named as additional insured parties.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____
(name of Community), County of Wayne, Michigan, on _____.

#305299-v2



Warren C. Evans
County Executive

11/17/2025

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236-2343

RE: A-26142
2026 Annual Permit Package
Wayne County Department of Public Services
Engineering Division – Permit Office

Attention: James Kowalski

Enclosed is your Wayne County Annual Permit package. In an effort to expedite the process Wayne County DPS Engineering Division Permit Office is combining the Annual Maintenance Permit, Annual Pavement Restoration Permit, and Annual Special Events Permit into on single application.

1. **Annual Maintenance Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:
 - a. Sanitary sewer inspection, repair and routine maintenance;
 - b. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter);
 - c. Other utilities (i.e. natural gas, electric or fiber optic;
 - d. Application of dust palliatives; and
 - e. Repair and replacement of existing sidewalks.
2. **Annual Pavement Restoration Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of pavement repair and restoration.
3. **Annual Permit for Special Events:** The annual permit grants preliminary authorization to a municipality to perform the following:
 - a. Temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
 - b. To use a county road as a detour for traffic around such activity taking place on a non-county road; and/or
 - c. Place a temporary banner within the County right-of-way.



In addition to the Annual Permit, this package also includes the applicable following attachments, which are incorporated by reference into the permit:

- A. Scope of Work and Conditions for Municipal Maintenance Permits, *if applicable*
- B. Annual Special Events Attachment for Municipalities, *if applicable*
- C. Banner Attachment for Municipalities, *if applicable*
- D. General Conditions and Limitations of Permits, *if applicable*
- E. Indemnity and Insurance Attachment, *if applicable*
- F. Model Community Resolution, *if applicable*

As a condition of the municipal annual permit, the County requires that the governing body pass a blanket resolution of approval which accomplishes the following:

- A. Agrees to fulfill all permit obligations and conditions
- B. To the extent allowed by law, hold harmless and defend Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- C. Designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Additionally, the Permit Office requires that each municipality provide a written request on municipal letterhead at least (10) ten business days prior to the commencement of a road closure and/or banner placement. The written request should include all required information as specified in the appropriate attachments, "Annual Special Events for Municipalities" or "Annual Attachment for Banners". Upon approval, the permit office shall issue a permit authorizing the special event activities.

*****For all Annual Permits please review the insurance attachment carefully, since the insurance requirements have been recently updated.**

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications Document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

www.waynecountymi.gov/Government/Departments/Public-Services/Engineering/Construction-Permits

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package.



Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Indira Boda
33809 Michigan Avenue
Wayne, MI 48184**

Once received, the Permit Coordinator will validate your permit and return an executed copy to you for your files.

The *Scope of Work and Conditions for Municipal Maintenance Permits* requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to **734.595.6356**.

Once received, an executed copy will be returned to you for your files. If you have any questions regarding this Annual Permit, please contact me at **734.858.2774**

Respectfully Submitted,

A handwritten signature in blue ink, reading "Randa H. Saghir".

Randa Saghir
Administration Management

C: file

Attachments: Annual Permit
Scope of Work and Conditions for Municipal Maintenance Permits
Annual Special Events Attachment for Municipalities
Banner Attachment for Municipalities
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution



Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications For Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG" at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor soil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services
Engineering Division – Permit Office**

Indemnity and Insurance Attachment for Pipeline Permits

The Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity whether the negligence is due to the Permit Holder or to joint negligence of the Permit Holder and the County, arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$2,000,000 each occurrence and \$5,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$2,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$2,000,000 for bodily injury each person, each occurrence and property damage liability \$2,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The WCDPS shall be a Certificate Holder on the policy of insurance worded as, "Wayne County, and its officers, agents and employees are named as additional insured parties." It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by Certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office. The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Scope of Allowable Work and Conditions
for Annual Pipeline Utility Permits**

General Conditions:

The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office, at (734) 955-9920, before starting any emergency underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County. For non-emergency work, the Permit Holder shall call (734) 955-2154 at least 72 hours, excluding Saturdays Sundays and holidays, but not more than twenty-one (21) calendar days, before starting work.

Traffic shall be maintained in accordance with the current Manual on Uniform Traffic Control Devices and Wayne County Specifications.

A current copy of the, "Wayne County Rules, Specifications and Procedures for Construction Permits" shall be attached and incorporated as part of the conditions of the permit is available online at:

http://waynecounty.com/dps_engineering_cpoffice.htm

Annual Utility Permits are limited to the following scope of work:

Excavation within the right-of-way for the purpose of inspection, making repairs, and routine maintenance of the utility owned facilities.

Special Conditions for Annual Pipeline Utility Permits

1. Emergency repairs may be made provided notification is given to the Permit Office as soon as possible, and no later than the next Wayne County business day.
2. Immediate notification must be given for emergency (public safety, health and welfare) operations which involve cutting of pavement. An individual permit shall be obtained by the Permit Holder as soon as possible.
3. The Permit Office shall be notified of normal repairs in advance and in writing. The Permit Holder shall provide the approximate location and date of all work to be performed.
4. Utility companies shall submit monthly reports to the Permit Office listing location, date and type of activity for each activity performed under the blanket permit for that month. These reports may be faxed to 734.595.6356.



GROSS-1

OP ID: JJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2025

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

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

PRODUCER Nickel & Saph, Inc. P. O. Box 46907 Mt. Clemens, MI 48046-6907 John N. Johnson	586-463-4573	CONTACT NAME: John N. Johnson	
		PHONE (A/C, No, Ext): 586-463-4573	FAX (A/C, No): 586-463-3135
		E-MAIL ADDRESS: John@nickelsaph.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Ascot Insurance Co.	23752
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		TRPK-4001739-00	04/19/2025	04/19/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY			TRPK-4001739-00	04/19/2025	04/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/>	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	X	TRPK-4001739-00	04/19/2025	04/19/2026	EACH OCCURRENCE \$ 9,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						AGGREGATE \$ 9,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

The following certificate holder is considered an additional insured with respects to the 2026 Annual Permit Package #A-26142 Which authorizes the Municipality to Occupy Wayne County road right-of-way for purpose of inspection, repair and routine maintenance for facilities which are under its jurisdiction. *See Notes on Page 2...

CERTIFICATE HOLDER

CANCELLATION

Wayne County Department of
Public Services
33809 Michigan Avenue
Wayne, MI 48184

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

AUTHORIZED REPRESENTATIVE
John N. Johnson

NOTEPAD

INSURED'S NAME City of Grosse Pointe Woods

GROSS-1
OP ID: JJ

PAGE 2
Date 12/29/2025

Wayne County, and its officers, agents, and employees are named as additional insured parties.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community")
periodically applies to the County of Wayne Department of Public Services, Engineering
Division Permit Office (hereinafter the "County") for permits to conduct emergency
repairs, annual maintenance work, and for other purposes on local and County roads
located entirely within the boundaries of the Community, as needed from time to time to
maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits
and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such
permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as
a contractor for the Community and not as a contractor or agent of the County. Any
claims by any contractor or subcontractor will be the sole responsibility of the
Community. The County shall not be subject to any obligations or liabilities by vendors
and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or
indirectly out of its obligations, responsibilities, and duties under the Permit which results
in claims being asserted against or judgment being imposed against the County, and all
officers, agents and employees thereof pursuant to a maintenance contract. In the event
that same occurs, for the purposes of the Permit, it will be considered a breach of the
Permit thereby giving the County a right to seek and obtain any necessary relief or
remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires
insurance on its own or its contractor's behalf, it shall also require that such policy
include as named insured the County of Wayne and all officers, agents and employees
thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent
the County from requiring additional performance security or insurance before issuance
of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne
County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____
(name of Community), County of Wayne, Michigan, on _____.

#305299-v2



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

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

December 17, 2025

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

RECEIVED

DEC 31 2025

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Reference: Payment Invoice 02
2025 Pavement Joint and Crack Sealing
City of Grosse Pointe Woods
AEW Project No. 0160-0494

Dear Mr. Schmidt:

Enclosed please find Construction Payment Invoice 02 for the above-referenced project. For work performed through December 14, 2025 we recommend issuing payment for the **Current Payment Amount: (see Page 2)** in the amount of **\$9,537.85** to Scodeller Construction, Inc., 51722 Grand River Avenue, Wixom, MI 48393.

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

Sincerely,

DocuSigned by:
Frank D. Varicalli
C4D17CC8031F4D4...

Frank D. Varicalli
Infrastructure Rehab Group Lead

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

P049192
202-451-975. 300 \$3,147.49
203-451-975. 300 \$6,390.36
ok - J.K.

SS
FS



Anderson, Eckstein & Westrick, Inc.
Detailed Payment
0160-0494

Description	2025 Pavement Joint and Crack Sealing
Payment Number	2
Pay Period	10/29/2025 to 12/14/2025
Prime Contractor	Scodeller Construction, Inc. 51722 Grand River Ave Wixom, MI 48393-2303
Payment Status	Approved
Awarded Project Amount	\$41,667.00
Authorized Amount	\$51,926.62

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
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Section: 1 - Description

0001	1027051	LSUM	\$3,900.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$3,900.00
_: Bonds, Insurance and Initial Set-Up Expense (Max \$3,900)										
0002	6037001	Ft	\$1.080	34,506.481	0.000	13,283.000	13,283.000	13,283.000	\$0.00	\$14,345.64
_: Cleaning and Sealing Existing Cracks (Concrete and Asphalt Pavt)										
0003	8127051	LSUM	\$500.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$500.00
_: Traffic Control and Maintenance										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0010	6037001	Ft	\$1.330	7,714.000	7,714.000	0.000	7,714.000	7,714.000	\$10,259.62	\$10,259.62
_: Cleaning and Sealing Existing Cracks (Concrete Pavt)										
Section Totals:									\$10,259.62	\$29,005.26
Total Payments:									\$10,259.62	\$29,005.26

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
30-60 Calendar Days	0.0 Days	0.0 Days	0.0 Days	\$0.00	0.0 Days	0.0 Days	\$0.00
Total Damages:							\$0.00

Summary

Current Approved Work:	\$10,259.62	Approved Work To Date:	\$29,005.26
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$721.77	Retainage To Date:	\$2,596.33
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$9,537.85	Payments To Date:	\$26,408.93
Previous Payment:	\$16,871.08	Previous Payments To Date:	\$16,871.08

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

DocuSigned by:
Frank D. Varicalli
C4D17CC8031EAD4

12/17/2025

Frank D. Varicalli



MCKENNA

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

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

December 8, 2025

Invoice No: 21849 - 116

Project 21849 Grosse Pointe Woods Building Services

RECEIVED

DEC 31 2025

Professional Services from November 1, 2025 to November 30, 2025

Building Department Services - 85% of Revenue

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Contract Amount

Number of Permit Revenue	50,689.00
Fee Each	.85
Total Fee	43,085.65

Total Fee \$43,085.65

Vehicle Credit	(500.00)
Total	(\$500.00)

General Zoning/Administration

General Zoning/Administration professional services.

	Hours	Amount
Vice President		
	1.25	
Associate Planner		
	17.75	
Assistant Planner		
	.75	
Total		0.00

Invoice Total \$42,585.65

Outstanding Invoices

Number	Date	Balance
115	11/25/2025	60,074.57
Total		\$131,335.61

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

SS
101-371-818.000
P



MCKENNA

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

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

December 18, 2025

Invoice No: 22-064 - 48

RECEIVED

Project 22-064 Grosse Pointe Woods Planning Services
Professional Services from October 1, 2025 to November 30, 2025

DEC 31 2025

Professional Hourly Services

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

	Hours	Rate	Amount
Vice President			
	2.75	135.00	371.25
20160 Mack Avenue: Conditional Rezoning and Site Plan	2.00	135.00	270.00
Finalize ther planner's report for 1925 Vernier.	1.50	135.00	202.50
Follow up on applications: China Chef signage; Eastside Dermatology; Tapper's use variance.	4.00	135.00	540.00
Conduct office hours on October 3, 2025.	5.00	135.00	675.00
Conducted office hours on November 24, 2025.			
Associate Planner			
	4.25	90.00	382.50
Prepared Conditional Rezoning Review for 20160 Mack Avenue.	1.00	90.00	90.00
Prepared noticing for 1191 S Renaud Variance Application. Prepared noticing for 780 Moorland Dr. Variance Application.	1.50	90.00	135.00
Finalized and distributed packets for 11/18 PC Meeting.	3.25	90.00	292.50
Prepared Annual Planning Report for GPW.	2.25	90.00	202.50
Prepared Rezoning Review for 1925 Vernier.	1.00	90.00	90.00
Prepared sign review for 19487 Mack Avenue (Proof Bakery).	1.25	90.00	112.50
Prepared Site Plan Review for New Mixed-Use Site Plan Application for 20160 Mack Avenue.	2.00	90.00	180.00
Reviewed varianced requests. Followed up with applicants.	1.00	90.00	90.00
Prepared Sign Review for 19873 Mack (China Chef).			

Project	22-064	Grosse Pointe Woods Planning Services	Invoice	48
Assistant Planner				
		5.50	85.00	467.50
Conduct variance review for 541 Robert John Road.				
		2.00	85.00	170.00
Prepare variance review for 780 Moorland Drive.				
		4.25	85.00	361.25
Complete variance review for 1191 S Renaud Street.				
		6.25	85.00	531.25
Complete rezoning review for 21800 Marter Road.				
		4.75	85.00	403.75
Conduct use variance review for 2115 Mack Avenue - Tapper's Gold Rush, LLC.				
Total				\$5,567.50

Meetings

	Hours	Rate	Amount
Vice President			
	2.00	135.00	270.00
Prepare and attend the City Council mtg. (re: ZBA variances, 3 total) on November 17, 2025.			
	1.00	135.00	135.00
Prepare and attend the City Council meeting on October 6, 2025.			
	1.50	135.00	202.50
Prepare and attend the City Council mtg. (re: ZBA 541 Robert John Road) on November 10, 2025.			
	3.50	135.00	472.50
Prepare and attend the Planning Commission meeting on October 28, 2025.			
Total			\$1,080.00
Invoice Total			\$6,647.50

Outstanding Invoices

Number	Date	Balance
47	10/24/2025	2,452.50
Total		\$2,452.50

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

55

101-371 - 818.000



MCKENNA

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

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

November 21, 2025

Invoice No: 25-030 - 6

Project 25-030 Grosse Pointe Woods MSHDA Zoning Ordinance Update
Professional Services from October 1, 2025 to October 31, 2025

Professional Services

Continued progress on the Zoning Ordinance Rewrite: Complete scope of services to include:

Step 1: Technical Review and Proposed Table Of Contents

Step 2: First Planning Commission Meeting

Step 3: Zoning Ordinance First Draft

Step 4: First Draft Review and Preparation Of A Second Draft

Step 5: Community Open House (Or Other Engagement As Desired)

Step 6: Adoption Process

RECEIVED

DEC 31 2025

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Contract Amount

Total Fee 50,000.00

Percent Complete

41.50 Total Earned

20,750.00

Previous Fee Billing

16,000.00

Total Fee

\$4,750.00

Invoice Total

\$4,750.00

Outstanding Invoices

Number	Date	Balance
5	10/13/2025	3,500.00
Total		\$3,500.00

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

SS

101-371- 818.000

F



MCKENNA

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

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

December 16, 2025

Invoice No: 25-030 - 7

Project 25-030 Grosse Pointe Woods MSHDA Zoning Ordinance Update
Professional Services from November 1, 2025 to November 30, 2025

Professional Services

Continued progress on the Zoning Ordinance Rewrite: Complete scope of services to include:

Step 1: Technical Review and Proposed Table Of Contents

Step 2: First Planning Commission Meeting

Step 3: Zoning Ordinance First Draft

Step 4: First Draft Review and Preparation Of A Second Draft

Step 5: Community Open House (Or Other Engagement As Desired)

Step 6: Adoption Process

RECEIVED

DEC 31 2025

**CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT**

Contract Amount

Total Fee	50,000.00		
Percent Complete	43.50	Total Earned	21,750.00
		Previous Fee Billing	20,750.00
		Total Fee	\$1,000.00
		Invoice Total	\$1,000.00

Outstanding Invoices

Number	Date	Balance
5	10/13/2025	3,500.00
6	11/21/2025	4,750.00
Total		\$8,250.00

SS

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

101-371-814,000
FJ

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

RECEIVED

December 11, 2025

DEC 31 2025

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

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

Invoice # 1084834

In Reference To: General Counsel

Professional Services Rendered Through November 30, 2025

		<u>Hrs/Rate</u>	<u>Amount</u>
<u>General Administration</u>			
11/3/2025	JES Receipt/review correspondence from S. Como providing letter to MPSC regarding AT&T METRO Act permit amendment	0.10 \$165.00/hr	16.50
11/4/2025	DAW Receipt/review of two correspondences from Director of Public Works regarding Freedom of Information Act request from Fieger Law regarding trip and fall claim at 19587 Mack Ave.; Telephone conference (2) with Director	0.40 \$165.00/hr	66.00
11/5/2025	DAW Receipt/review correspondence from Plante Moran regarding audit update; Correspondence with input to C. Rosati for response to Plante Moran	0.30 \$165.00/hr	49.50
	DAW Research Grosse Pointe Woods elections results regarding City Charter Amendment; Research MCL 117.24 regarding effectuating Charter Amendment; Correspondence to City Administrator and Clerk regarding next steps to effectuate; Receipt/review correspondence from Assistant City Administrator	1.00 \$165.00/hr	165.00

		<u>Hrs/Rate</u>	<u>Amount</u>
11/5/2025	DAW Telephone conference from Mayor regarding election matters	0.30 \$165.00/hr	49.50
	DAW Receipt/review correspondence from Public Safety Director with draft Memorandum of Understanding with the School District for law enforcement access to security cameras and security camera access protocol for review; Correspondence in response regarding insurance; Review both Agreements; Correspondence in response to Public Safety Director; Receipt/review two correspondences from insurance agent Johnson	1.20 \$165.00/hr	198.00
	DAW Receipt/review correspondence from Planner with correspondence regarding sign ordinance from Ms. Pitts; Correspondence in response; Receipt/review correspondence from Attorney Tomlinson; Receipt/review correspondence from City Administrator	0.40 \$165.00/hr	66.00
11/6/2025	DAW Receipt/review correspondence from City Clerk regarding certification of election results; Correspondence in response; Receipt/review correspondence from Clerk regarding unofficial results; Correspondence in response concerning City Charter Sec. 3.15	0.60 \$165.00/hr	99.00
	DAW Receipt/review correspondence from Clerk with correspondence from Wayne County Clerk, regarding swearing in of newly elected officers; Research City Charter; Correspondence in response	0.70 \$165.00/hr	115.50
	DAW Telephone conference with Developer's architect regarding service window at Lola's Tacos	0.60 \$165.00/hr	99.00
	DAW Receipt/review correspondence from City Administrator to Ms. Pitts regarding sign ordinance	0.10 \$165.00/hr	16.50
11/7/2025	DAW Receipt/review correspondence from Clerk with City Council agenda and packet and Zoning Board of Appeals agenda and packet	0.50 \$165.00/hr	82.50

		<u>Hrs/Rate</u>	<u>Amount</u>
11/10/2025	DAW Receipt/review correspondence from Clerk with proposed minutes of the Planning Commission Meeting on 10/28/25	0.30 \$165.00/hr	49.50
	DAW Telephone conference from City Clerk regarding amending agenda to add an item	0.20 \$165.00/hr	33.00
	DAW Receipt/review correspondence from Clerk's office with link to Ordinance #920/Chapter 44/Cross Connections	0.10 \$165.00/hr	16.50
	DAW Correspondence to Robert Huth regarding status of Diane Impastato v GPW for Semi-Annual Litigation Report	0.30 \$165.00/hr	49.50
	DAW Correspondence to McGraw Morris law firm regarding status of Abernathy v GPW and Selective Insurance v GPW requesting information for the Semi-Annual Litigation Report	0.30 \$165.00/hr	49.50
	DAW Correspondence to Attorney Diemer regarding status of U.S. Specialty Insurance Co. v GPW requesting information for the Semi-Annual Litigation Report	0.30 \$165.00/hr	49.50
	DAW Correspondence to Attorney Seibert regarding status of the Sebastian v GPW and Robb v GPW requesting information for the Semi-Annual Litigation Report	0.30 \$165.00/hr	49.50
	DAW Correspondence to Assessor and Treasurer requesting status of Michigan Tax Tribunal appeals and Excel spreadsheet for the Semi-Annual Litigation Report	0.30 \$165.00/hr	49.50
	DAW Correspondence to Attorney Hallahan requesting status of DRSN Real Estate GP, LLC v GPW and Pointe Plaza Development LLC v GPW for the Semi-Annual Litigation Report	0.30 \$165.00/hr	49.50
	DAW Preparation for and attend City Council and Zoning Board of Appeals meeting	1.00 \$165.00/hr	165.00

		<u>Hrs/Rate</u>	<u>Amount</u>
11/11/2025	DAW Receipt/review correspondence from Attorney Seibert with updates on Sebastian v GPW and Robb v GPW; Correspondence in response	0.40 \$165.00/hr	66.00
	DAW Receipt/review correspondence from Attorney O'Loughlin with updates on DRSN Real Estate, LLC v GPW and Pointe Plaza Development, LLC v GPW; Correspondence in response	0.40 \$165.00/hr	66.00
	DAW Receipt/review correspondence from Attorney Landa with updates on Dubrulle v GPW and Selective Insurance Company of America v GPW; Correspondence in response; Receipt/review correspondence from Attorney Landa; Correspondence in response	0.60 \$165.00/hr	99.00
	DAW Begin preparation of Semi-Annual Litigation Report incorporating updates to Sebastian, Robb, DRSN Real Estate GP, LLC, Pointe Plaza, Dubrulle and Selective Insurance Company of America litigation updates received from the attorneys handling those cases for the City	1.80 \$165.00/hr	297.00
11/12/2025	DAW Receipt/review correspondence from Assessor and from Treasurer with information concerning pending tax appeals; Review Excel spreadsheets provided; Correspondence in response with questions for the Assessor; Receipt/review correspondence from Assessor in response	0.50 \$165.00/hr	82.50
	DAW Receipt/review correspondence from Building Official with police report regarding 1790 Stanhope; Review and respond; Receipt/review correspondence from Attorney Tomlinson; Correspondence in response	0.60 \$165.00/hr	99.00
	DAW Receipt/review correspondence from City Administrator and Public Safety Director regarding bicycle left on City property	0.20 \$165.00/hr	33.00
11/13/2025	DAW Receipt/review correspondence from Clerk with Summary of Council action at the November 10, 2025 City Council meeting	0.10 \$165.00/hr	16.50

		<u>Hrs/Rate</u>	<u>Amount</u>
11/13/2025	DAW Receipt/review correspondence from Clerk with Chapter 6, Animals, Sec. 6-41, effective November 20, 2025	0.20 \$165.00/hr	33.00
11/14/2025	DAW Receipt/review correspondence from Planner with the Planning Commission agenda and packet; Review documents; Correspondence in response; Receipt/review correspondence from Attorney Tomlinson regarding conflict with Planning Commission meeting; Receipt/review four correspondences from Commissioners and Planner regarding attendance	0.60 \$165.00/hr	99.00
	DAW Receipt/review correspondence from Attorney Diemer and from Attorney Lanxton with updates on the respective lawsuits they are handling for the City; Correspondence in response to both attorneys; Edit, update and finalize the Outside Litigation Report; Correspondence to City Clerk with confidential Outside Litigation Report for City Council	3.10 \$165.00/hr	511.50
	DAW Receipt/review correspondence from two Planning Commissioners regarding inability to attend November 18th Planning Commission meeting; Receipt/review correspondence from Planner asking other commissioners to confirm attendance to insure a quorum	0.20 \$165.00/hr	33.00
	DAW Receipt/review correspondence from Clerk with City Council and Zoning Board of Appeals agendas and packets	0.30 \$165.00/hr	49.50
11/17/2025	DAW Receipt/review of two correspondences from City Clerk with correspondence concerning rezoning request at 20160 Mack Ave.; Telephone conference from City Manager; Correspondence to City Manager; Correspondence to Planner	1.00 \$165.00/hr	165.00
	DAW Receipt/review correspondence from C. McIver in opposition to conditional rezoning at 20160 Mack Ave.	0.20 \$165.00/hr	33.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/18/2025	DAW	Receipt/review multiple correspondences from Assistant City Manager and from City Clerk and from Planning Commissioners regarding attendance and lack of quorum for the Planning Commission meeting	0.20 \$165.00/hr	33.00
	DAW	Receipt/review correspondence from Ms. Pitts regarding canceling an item from Planning Commission agenda	0.30 \$165.00/hr	49.50
	DAW	Correspondence to Planner regarding Planning Commission procedure; Receipt/review correspondence with response; Receipt/review four correspondences from Planning Commissioners	0.50 \$165.00/hr	82.50
11/20/2025	DAW	Receipt/review correspondence from Department of Public Works with Water Service Line Notification	0.10 \$165.00/hr	16.50
	DAW	Receipt/review correspondence from Clerk with Summary of Council action for the November 17, 2025 Council meeting	0.20 \$165.00/hr	33.00
11/21/2025	DAW	Receipt/review correspondence from City Clerk to Governor with attachments regarding City Charter Amendment; Receipt/review correspondence from Governor's office	0.20 \$165.00/hr	33.00
11/23/2025	DAW	Receipt/review correspondence from Planning Commissioners and from Clerk regarding next Planning Commission meeting in December	0.20 \$165.00/hr	33.00
11/24/2025	JES	Receipt/review correspondence from S. Como regarding proposed amendment to AT&T Tower License Agreement	0.10 \$165.00/hr	16.50
	DAW	Receipt/review correspondence from Attorney Seibert with confidential information regarding Sebastian v City; Review documents	0.40 \$165.00/hr	66.00
11/25/2025	JES	Telephone conference with S. Como regarding request from AT&T to amend Tower License Agreement to revise equipment	0.20 \$165.00/hr	33.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/25/2025	JES	Review of AT&T Tower License Agreement, multiple amendments and proposed amendment; Receipt/review and respond to correspondence from S. Como providing review of proposed amendment	0.40 \$165.00/hr	66.00
	JES	Receipt/review of multiple correspondence from S. Como with L. Bera of Earthlink regarding finalizing amendment to AT&T License Agreement	0.20 \$165.00/hr	33.00
	DAW	Receipt/review of multiple correspondence from City Clerk and from Planning Commissioners and from City Manager regarding attendance at December 9, 2025 Planning Commission meeting	0.30 \$165.00/hr	49.50
11/26/2025	DAW	Receipt/review correspondence from Clerk with agendas and packets fro December 1, 2025 Council and Committee of the Whole meetings	0.30 \$165.00/hr	49.50

SUBTOTAL:

[23.40 3,861.00]

Labor

11/3/2025	AMP	Correspondence with City Treasurer/Comptroller regarding employee issue	0.30 \$165.00/hr	49.50
	AMP	Correspondence with City Treasurer/Comptroller regarding disciplinary records	0.30 \$165.00/hr	49.50
	AMP	Review/analyze Employee Work Schedule and Notice of Discipline for preparation of termination letter	0.20 \$165.00/hr	33.00
	AMP	Review/analyze Collective Bargaining Agreement and Handbook for preparation of termination letter	0.70 \$165.00/hr	115.50
	AMP	Preparation of termination letter	0.60 \$165.00/hr	99.00
	AMP	Correspondence with City Treasurer/Comptroller regarding options regarding removal or expungement of disciplinary records	0.90 \$165.00/hr	148.50

		<u>Hrs/Rate</u>	<u>Amount</u>
11/4/2025	AMP Receipt/review correspondence from City Treasurer/Comptroller regarding handbook revisions	0.10 \$165.00/hr	16.50
	AMP Correspondence with City Treasurer/Comptroller regarding options regarding termination letter	0.30 \$165.00/hr	49.50
	AMP Receipt/review of job offer letter	0.10 \$165.00/hr	No Charge
11/5/2025	AMP Receipt/review of final termination letter	0.10 \$165.00/hr	16.50
11/18/2025	AMP Receipt/review of Union Grievance Report Form regarding Huot	0.10 \$165.00/hr	16.50
	AMP Correspondence with City regarding grievance	0.10 \$165.00/hr	16.50
11/20/2025	AMP Review/analyze information and records from Director pertaining to grievance	0.40 \$165.00/hr	66.00
	AMP Correspondence to Director, Assistant City Administrator, and City Administrator regarding grievance timeline and role	0.20 \$165.00/hr	33.00
11/21/2025	AMP Correspondence with City Administrator regarding grievance meeting	0.20 \$165.00/hr	33.00
11/24/2025	AMP Correspondence with City Administrator regarding Grievance meeting	0.10 \$165.00/hr	16.50
	AMP Review/analyze records in preparation for Grievance meeting	0.50 \$165.00/hr	82.50
	AMP Attend Step 3 Grievance meeting at City Hall	1.00 \$165.00/hr	165.00
SUBTOTAL:		[6.20	1,006.50]
For professional services rendered		29.60	\$4,867.50

Additional charges:

	<u>Qty/Price</u>	<u>Amount</u>
<u>City Council</u>		
11/10/2025 Attorney Mileage - Council and Zoning Board of Appeals meetings [D. Walling]	73 0.70	51.10
SUBTOTAL:		[51.10]
<u>Labor</u>		
11/24/2025 Attorney Mileage - Grievance Meeting [A. Pike]	73 0.70	51.10
SUBTOTAL:		[51.10]
Total costs		\$102.20
Total amount of this bill		\$4,969.70
Previous balance		\$14,001.60
11/13/2025 Payment - thank you. Check No. 74178		(\$7,165.80)
12/3/2025 Payment - thank you. Check No. 74328 [overpayment on account]		(\$6,868.80)
Balance due		\$4,936.70

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

Attorney Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>
Andrea M. Pike, Shareholder	6.10	165.00
Debra A. Walling, Associate Attorney	22.40	165.00
Joellen Shortley, Associate	1.00	165.00

101-266-810.000 1,006.50
 101-266-801.000 3,930.20
 SS
 FB

Rosati, Schultz, Joppich & Amtsbuechler, P.C.



RECEIVED

DEC 31 2025

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

December 12, 2025

Invoice 121025

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

RE: January 2026 Services

For contract assessing services rendered:

Contract Fee (\$94,933 ÷ 12)..... \$ 7,911.08

TOTAL AMOUNT DUE \$ 7,911.08

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lynette Hobyak", written over a horizontal line.

Lynette Hobyak
Business Manager

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

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

101-257-818.000
SS
FS

STATE OF MICHIGAN
THIRD JUDICIAL CIRCUIT
WAYNE COUNTY

SUMMONS

CASE NO.
25-016654-NI
Hon. Kevin J. Cox

Court telephone no.: 313-224-5487

Plaintiff's name(s), address(es), and telephone no(s)
LEATH, YVONNE

v

Defendant's name(s), address(es), and telephone no(s).
CITY OF GROSSE POINTE WOODS

RECEIVED

DEC 31 2025

Plaintiff's attorney, bar no., address, and telephone no
Samantha Eve Schanta 73952
1821 W Maple Rd
Birmingham, MI 48009-1546

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- ☐ There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- ☐ There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- ☐ It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- ☐ MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- ☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in ☐ this court, ☐ Court, where it was given case number _____ and assigned to Judge _____.
- The action ☐ remains ☐ is no longer pending.

Summons section completed by court clerk.

SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date
10/22/2025Expiration date*
1/21/2026Court clerk
Jacqueline Ruff

Cathy M. Garrett- Wayne County Clerk.

*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

MC 01 (3/23)

SUMMONS

MCR 1.109(D), MCR 2.102(B), MCR 2.103, MCR 2.104, MCR 2.105



STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

YVONNE LEATH

Case No. 25-
Hon.

-NI

Plaintiff,

vs.

**POLICE OFFICER MARTIN JAMES MITCHELL,
CITY OF GROSSE POINTE WOODS, AND
STATE AUTO PROPERTY AND CASUALTY
INSURANCE COMPANY**

Defendants.

SAMANTHA E. SCHANTA P73952
DANIEL V. PADILLA P48634
PADILLA LAW GROUP
Attorneys for Plaintiff
1821 W. Maple Road
Birmingham, MI 48009
(248) 593-0300/F (248) 593-0301
sschanta@padillalegal.com

COMPLAINT

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in the complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in the complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this court.

/s/ Samantha E. Schanta

SAMANTHA E. SCHANTA P73952

NOW COMES the Plaintiff, **YVONNE LEATH**, by and through her attorneys, **PADILLA LAW GROUP**, and in support of his Complaint against the Defendants, shows unto this Honorable Court as follows:

Jurisdiction and Venue

1. That Plaintiff, **YVONNE LEATH** is a resident of Clay Township, County of St. Clair, State of Michigan.

2. That the Defendant, **STATE AUTO PROPERTY AND CASUALTY INSURANCE COMPANY** is a foreign insurance company licensed and operating pursuant to and under the laws of the State of Michigan, and doing business in Wayne County, Michigan. Its resident agent is: CSC-Lawyers Incorporating Service Company, 3410 Belle Chase Way, Ste. 600, Lansing, MI 48911.

3. Upon information and belief, the individually named Defendant, **POLICE OFFICER MARTIN JAMES MITCHELL** is a citizen of the state of Michigan, and, at all times relevant to this lawsuit, was employed as a police officer at the Grosse Pointe Woods Police Department in the City of Grosse Pointe Woods, County of Wayne, State of Michigan.

4. Defendant, **CITY OF GROSSE POINTE WOODS**, is a Michigan Municipal Corporation located in the County of Wayne, State of Michigan.

5. That this case involves a motor vehicle accident which occurred on October 26, 2022, in the City of Grosse Pointe Woods, Wayne County, Michigan.

6. That the amount in controversy herein exceeds the sum of Twenty-five Thousand (\$25,000.00) Dollars, exclusive of interest, costs, and attorney fees.

ALLEGATIONS COMMON TO ALL COUNTS

7. Plaintiff herein reincorporates and re-allege paragraphs 1 through 6 of the General Allegations of this Complaint with the same force and effect as if same were set forth in full hereunder, and further states:

8. On October 26, 2022, at approximately 10:30 a.m. Plaintiff, **YVONNE LEATH**, was the operator of a 2020 Honda CR-V with a Michigan plate number 6J9730 and was traveling southbound on Mack Ave. near the intersection of Oxford Road in the City of Grosse Pointe Woods, Wayne County, Michigan.

9. On October 26, 2022, at approximately 10:30 a.m. Defendant, **POLICE OFFICER MARTIN JAMES MITCHELL** was the driver and Defendant, **CITY OF GROSSE POINTE WOODS** was the owner and/or lessee of a 2022 Ford Police Interceptor bearing license plate number 091X684 and was traveling westbound on Oxford Road near the intersection of Mack Ave. in the City of Grosse Pointe Woods, Wayne County, Michigan.

COUNT I

GROSS NEGLIGENCE OF DEFENDANT

POLICE OFFICER MARTIN JAMES MITCHELL

10. Plaintiff hereby adopts and incorporates by reference all of the allegations and statements set forth in paragraphs 1 through 9 of this Complaint as if set forth herein in full.

11. Defendant, **POLICE OFFICER MARTIN JAMES MITCHELL**, was operating the aforesaid vehicle in obvious derogation of his duties and responsibilities as a motor vehicle operator and in disregard of the Michigan Vehicle Code prescribing careless and reckless driving. Defendant, **POLICE OFFICER MARTIN JAMES MITCHELL**, struck Plaintiff's vehicle, with great force causing extensive damage, causing serious injuries to Plaintiff as set forth in detail below; further Defendant's vehicle struck Plaintiff's vehicle with great speed and without notice or warning and Plaintiff was unable to avoid this collision, though she made every effort to do so.

12. Defendant, **POLICE OFFICER MARTIN JAMES MITCHELL** owed a duty to Plaintiff and all others using the highway to obey the traffic ordinances of the City of Grosse Pointe

Woods and the Motor Vehicle Code of the State of Michigan, being 1949 P.A. 300 as amended MCLA 257.1 et.seq.; MSA 9.1801 et. seq., to use due care and caution in the operation and control of a motor vehicle as a reasonably prudent person would under the common law of the State of Michigan and to drive with that care and circumspection required to reasonably protect the safety, health, lives and property of all others entitled to use the highways:

13. Defendant, **POLICE OFFICER MARTIN JAMES MITCHELL**, was grossly negligent in that he:

- a. disregarded traffic signals, posted signs, and did otherwise fail to observe and obey applicable traffic control devices in the immediate area of the collision, all in violation of MCLA 257.611, MCLA 257.612(c);
- b. failed to drive his vehicle at a careful and prudent speed not greater nor less than was reasonable and proper with due regard to the traffic, surface and width of the roadway and other relevant conditions then and there existing in a manner in which would enable him to stop in the assured safe and clear distance ahead, all in violation of MCLA 257.627;
- c. failed to drive his automobile in a careful and prudent manner in violation of MCLA 257.626(b);
- d. failed to maintain a proper lookout, keep proper observation, to maintain control of his vehicle and otherwise failed to comply with his common law duty to use reasonable and ordinary care under the circumstances then and there existing in the operation of a motor vehicle;
- e. drove his vehicle upon a public highway recklessly, heedlessly in willful and wanton disregard of the rights and safety of persons and property, without caution or circumspection and at a rate of speed and in a manner so as to endanger other persons lawfully upon the highway all in violation of MCLA 257.626(c);
- f. failed to drive the vehicle such that he was able to keep an assured, clear and safe distance ahead and behind him; and
- g. failed to keep the vehicle he was operating under control at all times;

14. Each of the above acts of gross negligence was a proximate cause of Plaintiff's injuries and damages pursuant to MCL §691.1407.

WHEREFORE, Plaintiff prays for a Judgment against Defendant, **POLICE OFFICER MARTIN JAMES MITCHELL**, of actual and consequential damages in whatever amounts in excess of Twenty-Five Thousand Dollars (\$25,000.00) she is deemed to be entitled by this Honorable Court and/or jury, together with costs, interest and attorney fees.

**COUNTS II AND III – GROSS NEGLIGENCE AND
NEGLIGENCE OF DEFENDANT
CITY OF GROSSE POINTE WOODS**

15. Plaintiff hereby adopts and incorporates by reference all of the allegations and statements set forth in paragraphs 1 through 14 of this Complaint as if set forth herein in full.

16. Defendant, **CITY OF GROSSE POINTE WOODS** was the owner of a 2022 Ford Police Interceptor, plate number 091X684 and entrusted to Defendant, **POLICE OFFICER MARTIN JAMES MITCHELL** for purpose of personal use.

17. Defendant, **CITY OF GROSSE POINTE WOODS** as owner, negligently entrusted the above motor vehicle and its operation to Defendant, **POLICE OFFICER MARTIN JAMES MITCHELL** the latter being a person incompetent, and unfit to drive a motor vehicle on the highway in the State of Michigan, by reason of his inability, inexperience, and consistently negligent, driving, all of which were known in the exercise of reasonable care and caution by the Defendant owner; and the Defendant owner is guilty of negligence and gross negligence independently to this Plaintiff for the negligent entrustment of this vehicle to the Defendant driver.

18. Defendant, **CITY OF GROSSE POINTE WOODS** breached their duty to entrust their vehicle to persons competent and fit to drive a motor vehicle, to persons with such experience and consistent driving habits such that the exercise of reasonable care and caution would ordinarily be followed.

19. As a proximate result of the negligent entrustment and breach of these duties by Defendant, **CITY OF GROSSE POINTE WOODS**, Plaintiff has suffered damages as set forth below.

20. Defendant, **CITY OF GROSSE POINTE WOODS** as owner of the motor vehicle remains liable for any injury occasioned by the negligent and grossly negligent operation of such motor vehicle whether the manner of operating the vehicle was a violation or a failure to observe ordinary care in the operation of a motor vehicle pursuant to MCLA 257.401 and MCL §691.405.

21. Each of the above acts of negligence and gross negligence was a proximate cause of Plaintiff's injuries pursuant to MCL §691.1407.

22. Defendant, **POLICE OFFICER MARTIN JAMES MITCHELL** was at all times operating and using the motor vehicle with the express and/or implied consent of Defendant, **CITY OF GROSSE POINTE WOODS**.

WHEREFORE, Plaintiff prays for Judgment against Defendant, **CITY OF GROSSE POINTE WOODS** of actual and consequential damages in whatever amounts in excess of Twenty-Five Thousand (\$25,000.00) Dollars he is deemed to be entitled by this Honorable Court and/or jury, together with costs, interest and attorney fees.

COUNT IV - UNDERINSURED MOTORIST BENEFITS

STATE AUTO PROPERTY AND CASUALTY INSURANCE COMPANY

23. Plaintiff hereby adopts and incorporates by reference all of the allegations and statements set forth in paragraphs 1 through 22 of this Complaint as if set forth herein in full.

24. That on or about **October 26, 2022**, Plaintiff, **YVONNE LEATH**, was insured by the Defendant, **STATE AUTO PROPERTY AND CASUALTY INSURANCE COMPANY**, which provided **Underinsured** Motorist benefits to Plaintiff.

25. That the Defendant was paid full premiums in consideration for said policies.

26. That on **October 26, 2022**, the aforesaid policies were in effect.

27. That Plaintiff has assessed timely claim for **underinsured** motorist benefits against Defendants, **STATE AUTO PROPERTY AND CASUALTY INSURANCE COMPANY**.

28. That Defendant has, in violation of the contract, unreasonably denied Plaintiff's **underinsured** motorist claim and her demand for arbitration under the uninsured/underinsured motorist provisions of the applicable policy provision.

29. That the Defendant's policy, purchased by Plaintiff and/or for the benefit of Plaintiff, has **underinsured** limits which Defendant, **STATE AUTO PROPERTY AND CASUALTY INSURANCE COMPANY** has failed to tender to Plaintiff.

WHEREFORE, Plaintiff prays for judgment against the Defendant, **STATE AUTO PROPERTY AND CASUALTY INSURANCE COMPANY** of actual and consequential damages in whatever amount in excess of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS to which this Plaintiff is found to be entitled plus costs, interest, and attorney fees and further requests the entry of a Declaratory Judgment in favor of Plaintiff and against Defendant determining that Plaintiff is entitled to Underinsured Motorist Benefits pursuant to Defendant's policy with Plaintiff.

AND I

COUNT V - UNINSURED MOTORIST BENEFITS

STATE AUTO PROPERTY AND CASUALTY INSURANCE COMPANY

30. Plaintiff hereby adopts and incorporates by reference all of the allegations and statements set forth in paragraphs 1 through 29 of this Complaint as if set forth herein in full.

31. That at the time of the subject collision, more specifically described above, Defendant **STATE AUTO PROPERTY AND CASUALTY INSURANCE COMPANY** has a valid policy

of insurance including and/or providing uninsured motorist benefits coverage under contract with Plaintiff's vehicle, providing coverage for Plaintiff in the event Plaintiff is injured in a motor vehicle collision by an uninsured motorist.

32. That upon information and belief the driver that caused the collision of **October 26, 2022**, may have been uninsured.

33. That the offending driver was negligent and breached the duties owed to the Plaintiff, both statutory and common law as more specifically described above.

34. That in the happening of the aforesaid collision, Plaintiff was not negligent, but was at all times acting in a reasonable and prudent manner.

35. That as a direct and proximate result of the subject automobile collision, the Plaintiff was made to suffer serious and disabling injuries as described in the paragraphs below in this Complaint and are incorporated herein by reference.

36. That the aforesaid injuries and damages sustained by the Plaintiff constitutes serious impairments of a bodily function(s) and/or serious permanent disfigurements.

37. That pursuant to the subject insurance policy for Defendant **STATE AUTO PROPERTY AND CASUALTY INSURANCE COMPANY**, including claim number AU741631 and the Uninsured Motorist provisions contained therein, Plaintiff is entitled to Uninsured Motorist Benefits if the driver that caused the collision of **October 26, 2022**, was uninsured.

38. That Plaintiff has notified the Defendant, **STATE AUTO PROPERTY AND CASUALTY INSURANCE COMPANY** of her claim for Uninsured Motorist Benefits, has demanded Arbitration and has appointed her Plaintiff's Arbitrator, however, the Defendant has

refused, ignored and/or failed to acknowledge Plaintiff's claim for Uninsured Motorist Benefits and demand for Arbitration and has not appointed a defense arbitrator.

39. That Defendant has refused and/or failed to pay any benefits to Plaintiff as of this date.

WHEREFORE, Plaintiff prays for judgment against the Defendant, **STATE AUTO PROPERTY AND CASUALTY INSURANCE COMPANY** of actual and consequential damages in whatever amount in excess of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS to which this Plaintiff is found to be entitled plus costs, interest, and attorney fees and further requests the entry of a Declaratory Judgment in favor of Plaintiff and against Defendants determining that Plaintiff is entitled to Uninsured Motorist Benefits pursuant to Defendant's policy with Plaintiff.

DAMAGES OF PLAINTIFF

40. As a proximate result of the aforementioned collision, proximately caused by the negligence of the Defendants, **POLICE OFFICER MARTIN JAMES MITCHELL AND CITY OF GROSSE POINTE WOODS**, the Plaintiff has suffered serious impairment of her body functions and/or serious, permanent disfigurement, to wit: injuries to her left arm, right wrist, right dorsum, left side of hand, left hip, neck, and ecchymosis with radiating numbness to her extremities, including, but not limited to injury to the bones, muscles, nerves, ligaments and other soft tissues of the spine including dizziness and headaches. Plaintiff has suffered a severe shock to the nervous system, has suffered and will continue to suffer great physical pain, mental anguish, humiliation, embarrassment, anxiety and depression, pain and suffering all past, present and lasting indefinitely into the future. Plaintiff is undergoing extensive physical therapy and rehabilitation in an effort to be cured of her accident-related injuries. Plaintiff has and will continue to suffer a loss of normal activities and pleasures of life endeavoring to be cured of his injuries and disabilities. Plaintiff has

expended and will continue to expend into the indefinite future, large sums of money for medical, rehabilitation and physical therapy. Plaintiff has suffered and will suffer indefinitely into the future loss of wages and loss of earning capacity in excess of the amounts recoverable under the Michigan No-fault Laws.

WHEREFORE, Plaintiff prays for judgment against the Defendants, **POLICE OFFICER MARTIN JAMES MITCHELL AND CITY OF GROSSE POINTE WOODS** in an amount in excess of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS to which this Plaintiff is found to be entitled plus costs, interest, and attorney fees.

Respectfully submitted,

PADILLA LAW GROUP

/s/Samantha E. Schanta

SAMANTHA E. SCHANTA P73952

Attorney for Plaintiff

1821 W. Maple Road

Birmingham, MI 48009

(248) 593-0300

Dated: October 22, 2025

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

YVONNE LEATH

Case No. 25-
Hon.

-NI

Plaintiff,

vs.

**POLICE OFFICER MARTIN JAMES MITCHELL,
CITY OF GROSSE POINTE WOODS, AND
STATE AUTO PROPERTY AND CASUALTY
INSURANCE COMPANY**

Defendants.

SAMANTHA E. SCHANTA P73952
DANIEL V. PADILLA P48634
PADILLA LAW GROUP
Attorneys for Plaintiff
1821 W. Maple Road
Birmingham, MI 48009
(248) 593-0300/F (248) 593-0301
sschanta@padillalegal.com

JURY DEMAND

Plaintiff demands a Trial by jury in this matter.

Respectfully Submitted,

PADILLA LAW GROUP

/s/ Samantha E. Schanta
SAMANTHA E. SCHANTA P73952
Attorney for Plaintiff
1821 W. Maple Road
Birmingham, MI 48009
(248) 593-0300

Dated: October 22, 2025

Motion by Motschall, seconded by Gafa, regarding **First Reading: Rezoning (Map Amendment) 1925, 1927, and 1929 Vernier Roads (RO-1, Restricted Office District to C, Commercial Business District)**, that City Council concur with the City Planner's and Planning Commission's recommendations and approve the first reading of the ordinance and zoning map amendment for the proposed rezoning at 1925, 1927, and 1929 Vernier Roads from the RO-1, Restricted Office District to the C, Commercial Business District, based on the following findings of fact and set a date of January 5, 2026 (confirm if there is a quorum), for a public hearing and second reading/final adoption, and to authorize the City Clerk to publish same by title in the Grosse Pointe News:

- a. *This rezoning is consistent with 2024 Master Plan, including the goal of Economic Development: Elevate Mack Avenue as a thriving, vibrant commercial corridor that meets the daily needs of residents and is a destination for visitors.*
- b. *This rezoning brings the site closer to the intentions of the 2024 Master Plan's Future Land Use Plan, which designates the site as "Corridor Mixed Use".*
- c. *The uses permitted in the C, Commercial Business District, including a mix of retail, office, restaurant, and residential uses, are generally compatible with the commercial nature of this corner of Vernier Road and Mack Avenue. The proposed uses have been operating on the subject site for almost two decades. While the property does abut residential properties, there is currently an alley and fencing along the rear property line which will continue to serve as a buffer.*
- d. *The proposed site meets all Zoning Ordinance dimensional requirements of the C, Commercial Business District. The proposed rezoning does not create a non-conforming situation.*
- e. *The rezoning is not anticipated to significantly alter traffic generation in the area. There is no change in use proposed at this time, and the uses are anticipated to generate comparable amounts of traffic to what has existed at the site for the past two decades.*

Motion carried by the following vote:

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

The next item, under New Business, is to **Consider the Rezoning (Map Amendment) for 1925 Vernier Road from RO-1, Restricted Office, to C, Commercial Business.**

Planner Mangan provided an overview of the application, the review that was done, and read the findings of facts that support McKenna's recommendation for approval to City Council.

MOTION by O'Keefe, seconded by Hamborsky, that the Planning Commission recommend the Rezoning of 1925, 1927, and 1929 Vernier Road from RO-1 to C, to City Council for approval based on the following findings of facts:

- a. This rezoning is consistent with 2024 Master Plan, including the goal of Economic Development: Elevate Mack Avenue as a thriving, vibrant commercial corridor that meets the daily needs of residents and is a destination for visitors.
- b. This rezoning brings the site closer to the intentions of the 2024 Master Plan's Future Land Use Plan, which designates the site as "Corridor Mixed Use".
- c. The uses permitted in the C, Commercial Business District, including a mix of retail, office, restaurant, and residential uses, are generally compatible with the commercial nature of this corner of Vernier Road and Mack Avenue. The proposed uses have been operating on the subject site for almost two decades. While the property does abut residential properties, there is currently an alley and fencing along the rear property line which will continue to serve as a buffer.
- d. The proposed site meets all Zoning Ordinance dimensional requirements of the C, Commercial Business District. The proposed rezoning does not create a non-conforming situation.
- e. The rezoning is not anticipated to significantly alter traffic generation in the area. There is no change in use proposed at this time, and the uses are anticipated to generate comparable amounts of traffic to what has existed at the site for the past two decades.

Motion carried by the following vote:

YES: Ellis, Fenton, Fuller, Hamborsky, O'Keefe, Marx

NO: None

ABSENT: Gilezan, Schulte, Vitale



MCKENNA

December 3, 2025

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

Subject: 1925 Vernier Road: Rezoning (Map Amendment)
Parcel ID: 007-99-0003-000
Current Zoning: RO-1, Restricted Office District
Proposed Zoning: C, Commercial Business District

Dear Commissioners,

Chris Mannino, on behalf of Jupiter Properties LLC, proposes to rezone 1925 Vernier Road from the RO-1, Restricted Office District to the C, Commercial Business District.

The subject site includes the addresses 1927 and 1929 Vernier Road and is located at the corner of Vernier Road and Mack Avenue. The three-unit building is approximately 4,380 square feet in size. Historically, the property has had two non-conforming businesses in operation. The units at 1925 and 1927 Vernier Road operated as a non-conforming laundromat/dry-cleaning facility but have been vacant for over a year (and therefore, lost their legal non-conforming use status). The unit at 1929 Vernier operates as a non-conforming hair salon. The applicant is proposing to re-open the laundromat/dry-cleaning facility and to maintain the existing hair salon operations, no changes to the façade or to the interior of the building are proposed.



HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

○ 248.596.0920
F 248.596.0930
MCKA.COM

Communities for real life.



Rezoning Review

#1: MASTER PLAN AND FUTURE LAND USE CLASSIFICATIONS

Will the proposed amendment further the comprehensive planning goals and policies of the City and is the proposed amendment consistent with the Future Land Use Map of the Master Plan?

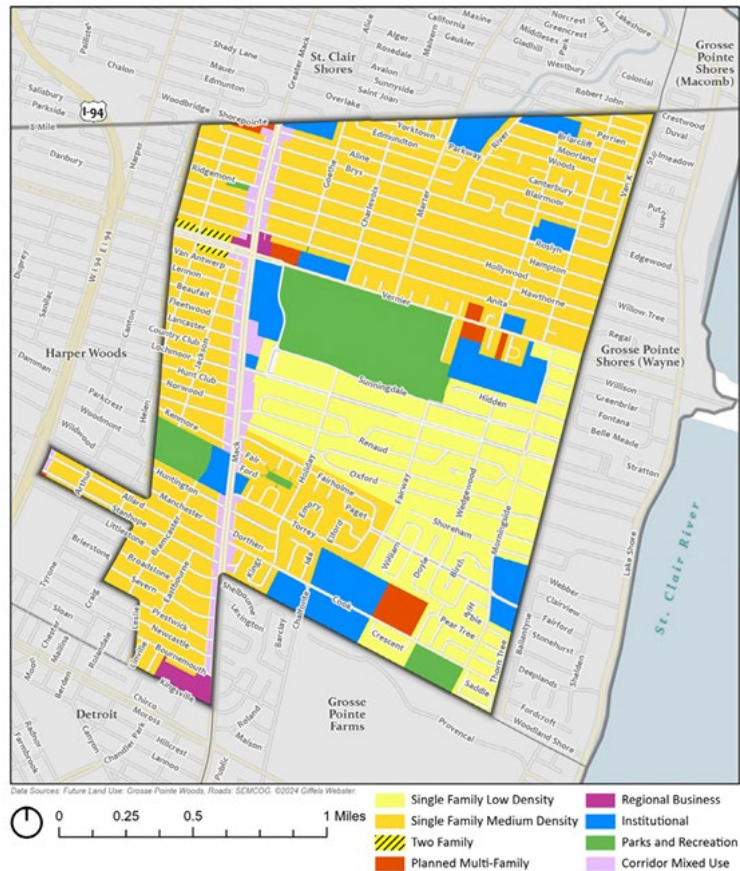
Findings: Alignment and harmony with the recently adopted Master Plan is achieved with this rezoning.

First, this rezoning is consistent with the following goal from the 2024 Master Plan: “**Goal #2 – Economic Development:** Elevate Mack Avenue as a thriving, vibrant commercial corridor that meets the daily needs of residents and is a destination for visitors”.

The applicant proposes the continued use of small-scale personal service establishments just off of Mack Avenue, which may attract residents and other foot traffic to the Mack corridor.

Second, this rezoning is consistent with the 2024 Master Plan’s Future Land Use Map (see right, page 65 of the Master Plan), which designates this area as *Corridor Mixed Use*.

This is described in the text of the Master Plan as, “*This land use designation includes retail, restaurant, personal service, and office establishments which are designed for the day-to-day needs of nearby residents and are found along the Mack Avenue corridor and along its easternmost boundary of Harper Avenue that extends one-and-a-half blocks between Stanhope Street and just north of Allard Avenue. These facilities are intended to be located in close proximity to residential neighborhoods but with adequate buffering. These land uses equate to the City’s C Commercial zoning district, P Parking district and some areas zoned RO-1 Restricted Office*”.



giffels
webster

FUTURE LAND USE
GROSSE POINTE WOODS



#2: INTENT AND USES OF THE ZONING ORDINANCE

Is the request in accordance with the basic intent and purpose of the Zoning Ordinance?

The basic intent and purpose of the Zoning Ordinance is to provide regulations on the uses of land and structures to promote and protect the public health, safety, and general welfare of the Grosse Pointe Woods community.

The chart below details the existing land use, current zoning, and the 2024 Master Plan Future Land Use designations:

Location	Existing Land Use	Zoning Districts	Future Land Use Designation (2024 Master Plan)
Subject Site	Vacant Laundromat/Dry Cleaners and Existing Hair Salon	RO-1, Restricted Office	Corridor Mixed Use
North (Across Vernier Road)	Funeral Home	C, Commercial Business	Corridor Mixed Use
South	Single Family Residential	R-1E, One-Family Residential	Single Family Medium Density
East	Dental/Oral Surgery Medical Office	C, Commercial Business	Corridor Mixed Use
West	Vacant	RO-1, Restricted Office	Corridor Mixed Use

Findings: Intent Statements. The Zoning Ordinance is intended to ensure harmonious, thoughtfully planned development – and this requires an understanding of the *purpose statements* and *permitted uses* in the two applicable districts. To summarize, the C, Commercial District is intended to promote economic development in condense ways that serve neighboring communities with services as well as residential employment opportunities, and to reduce strip business development as well as any hazards of nuisances from any business operations.

Purpose Statement: Section 50-3.1.L: RO-1, Restricted Office	Purpose Statement: Section 50-3.1.J: C, Commercial Business
<i>“The RO-1 restricted office district is intended to permit those office and restricted business uses which will provide opportunities for local employment close to residential areas, thus reducing travel to and from work; which will provide clean, modern office buildings in landscaped settings; which will provide, adjacent to residential areas, appropriate districts for uses which do not generate large volumes of traffic, traffic congestion and parking problems; and which will promote the most desirable use of land in accordance with the city’s land use plan.”</i>	<i>“The C commercial business district is intended to be that permitting retail business and service uses which are needed to serve the nearby residential areas. In order to promote such business development insofar as it is possible and appropriate in each area, uses are prohibited which would create hazards, offensive and loud noises, vibration, smoke, glare, heavy truck traffic or late hours of operation. The intent of this district is also to encourage the concentration of local business areas to the mutual advantage of both the consumers and merchants and thereby promote the best use of land at certain strategic locations and avoid the continuance of encouraging marginal strip business development along major streets.”</i>



Findings: Allowable Uses. The uses permitted in the C, Commercial Business District include a mix of retail, office, restaurant, and residential uses, which are generally compatible with the commercial nature of the corners of Mack Avenue and Vernier Road. While the property abuts a residential property in the rear, there is existing screening (fencing) along the entire parking lot and connected alleyway.

Commercial uses have been operating at this site for many years. A rezoning reduces the non-conformity of the operating hair salon and promotes the continuity of laundromat/dry-cleaning services which have served nearby residential areas for 19 years, per the applicant.

#3: SPECIFIC ZONING ORDINANCE CRITERION

Could all requirements in the proposed zoning classification be complied with on the subject parcel?

Findings: The table below demonstrates that the existing building and lot complies with the basic dimensional standards of the C, Commercial Business District. The site meets all of the dimensional requirements of the C, District and the proposed rezoning does not create a new non-conforming situation.

Zoning Ordinance Standards	C, District Requirement Details	Required	Existing	Notes
Max. Lot Area	None	None	0.17 acres	Complies
Max Lot Width	None	None	Vernier Road: Approximately 64.28ft	Complies
Max Lot Coverage	None	None	Approximately 33,007 sq. ft.	Complies
Min. Front Setback (West)	No front yard is permitted where the property use is for the purposes specified in section 50-4.9 retail businesses and business offices.	0 ft.	0 ft.	Complies
Min. Side Setback (North / South)	No side yard is required on the street side of corner lots.	0 ft.	0 ft.	Complies
Min. Rear Setback (East)	Rear yards are not required along interior rear lot lines for buildings or parts of buildings not used as dwellings, if all walls abutting or facing such lot lines are of fire-proof construction and wholly without windows or other openings.	8 ft.	Approximately 34 ft.	Complies
Max. Building Height	2 stories, 28 ft.	2 stories, 28 ft.	1 story	Complies



Conclusions

PROCESS

Following consideration of public comments received during the Public Hearing, the Planning Commission has the following available motions when considering a map amendment (rezoning):

- *Recommendation to the City Council for approval of the rezoning; or*
- *Recommendation to the City Council for denial of the rezoning; or*
- *Table the application.*

With approval or denial, the Commission must specify the findings of fact which the decision is based upon.

RECOMMENDATION

It is recommended that the rezoning (map amendment) to the C, Commercial Business District at 1925 Vernier Road be recommended for approval to City Council, based on the following findings of fact:

- This rezoning is consistent with 2024 Master Plan, including the goal of Economic Development: Elevate Mack Avenue as a thriving, vibrant commercial corridor that meets the daily needs of residents and is a destination for visitors.*
- This rezoning brings the site closer to the intentions of the 2024 Master Plan's Future Land Use Plan, which designates the site as "Corridor Mixed Use".*
- The uses permitted in the C, Commercial Business District, including a mix of retail, office, restaurant, and residential uses, are generally compatible with the commercial nature of this corner of Vernier Road and Mack Avenue. The proposed uses have been operating on the subject site for almost two decades. While the property does abut residential properties, there is currently an alley and fencing along the rear property line which will continue to serve as a buffer.*
- The proposed site meets all Zoning Ordinance dimensional requirements of the C, Commercial Business District. The proposed rezoning does not create a non-conforming situation.*
- The rezoning is not anticipated to significantly alter traffic generation in the area. There is no change in use proposed at this time, and the uses are anticipated to generate comparable amounts of traffic to what has existed at the site for the past two decades.*

Additional site improvements will be required with the Applicant's Certificate of Occupancy. If you have further questions, please do not hesitate to contact us.

Respectfully submitted,

McKENNA

Ashley Jankowski, AICP
Associate Planner

CHARLES T. BERSCHBACK

Attorney and Counselor at Law
24053 JEFFERSON AVENUE
ST. CLAIR SHORES, MICHIGAN 48080

(586) 777-0400
FAX (586) 777-0430

chipberschback@gmail.com
*NEW EMAIL ADDRESS

October 21, 2025

Grosse Pointe Woods
Building Department
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE. Rezoning Application
1925-1929 Vernier

Dear Building Department:

I represent Chris Mannino and Jupiter Properties LLC regarding this Rezoning Application. The property in question has three separate addresses, 1925, 1927 and 1929. For 19 years, 1925-1927 was used as a dry-cleaning facility (H2O). 1929 continues to be used as a hair salon.

My client has a perspective tenant that would utilize 1925-1927 again as a dry-cleaner operation. The prior dry-cleaner use has not been in existence for over a year. Accordingly, the Building Department has advised me that a use variance is not appropriate. We are therefore submitting this Rezoning Application for all three addresses.

Rezoning to the commercial designation would be appropriate given the prior use of the building as a dry-cleaner facility. Rezoning would align with the future Land Use Plan, since the property is now designated "Corridor Mixed Use", which includes retail, restaurant, personal service and office establishments. There are no proposed changes to the existing property boundaries or building dimensions. The property has previously been used as a Dry Cleaner for 19 years, and the use was compatible with surrounding uses. The applicable fees regarding the Rezoning Application are being submitted with this application. Thank you.

Very truly yours,



CHIP BERSCHBACK
Attorney for Jupiter Properties, LLC
and Chris Mannino

CTB:nmg

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza, Grosse Pointe Woods, MI 48236
Phone (313) 343-2440

REZONING APPLICATION

1. Applicant: Chris Mannino
Mailing Address: 318 Touraine Ct Grosse Pointe Farms 48236
 Street City Zip
Daytime Phone: (313) 460-7552 Fax: _____
2. Property Owner: Jupiter Properties LLC
Mailing Address: 318 Touraine Ct., Grosse Pointe Farms, MI 48236
Daytime Phone: (313) 460-7552 Fax: _____
3. Project Manager: (required) Chris Mannino
Mailing Address: 318 Touraine Ct Grosse Pointe Farms 48236
 Street City Zip
Daytime Phone: (313) 460-7552 Fax: _____
Other Phone: _____
4. Address of Property: 1925, 1927, 1929 Vernier Avenue, Grosse Pointe Woods, MI 48236
5. Legal Description of Property: See attached legal description. Exhibit A.

(or attach a legal boundary description)
6. Permanent Parcel Number: 40-007-99-0003-000
7. Request: To Rezone From: RO-1 To: C
For the Following Purpose: Pending lease as a dry-cleaner facility (1925-1927),
and continued use of existing hair salon (1929).

Attach a detailed written statement fully explaining your request. SEE COVER LETTER.

8. Present Use of Property: 1925-1927 used as dry-cleaner for 19 years,
currently vacant.

9. Attach an Accurate Drawing of the Site Showing:

- a) Property boundaries EX. B - Overhead photo and building dimensions.
- b) Existing buildings EX. C - See Photos.
- c) Unusual physical features of the site or building NONE
- d) Abutting streets Vernier Road
- e) Existing zoning on adjacent properties EX. B
- f) Location of buildings on adjacent properties EX. B

10. Names and Addresses of all other Persons, Firms or Corporations having a Legal or Equitable Interest in the Property:

NONE

Applicant must provide lease, purchase agreement or written authorization from Owner.

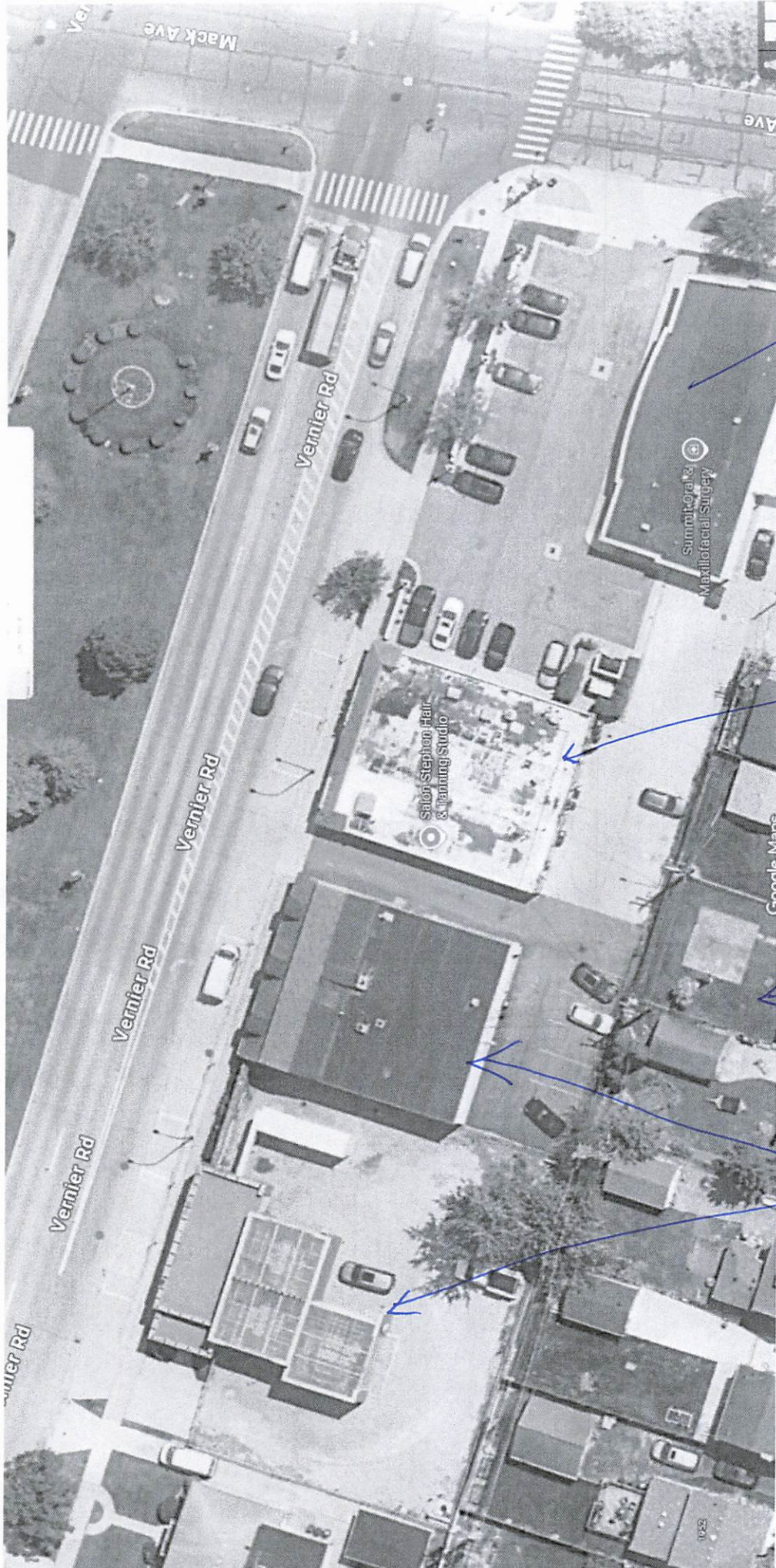
DECLARATION:

I, the applicant, do hereby declare that I am the owner, or the authorized agent of the owner, of the above, legally described property on which the request is proposed, and that the answers given herein are true to the best of my knowledge. I understand that if the request is granted, I am in no way relieved from all other applicable requirements of the City of Grosse Pointe Woods Zoning Ordinance.

By virtue of my application, I do hereby declare that the appropriate appointed officials and City staff responsible for the review of my application are given permission to visit and inspect the property regarding my petition in order to determine the suitability of the request.

Applicant Signature: Chris Mannino Date: 10-29-2025
CHRIS MANNINO

Filing Fee: \$750.00 + Public Hearing Fee \$375



Existing Zoning

Summit:
Commercial C

1925 } Petitioner
1927 }
1929 }
R-0 1
Restricted Office

R1-E
One family
residential

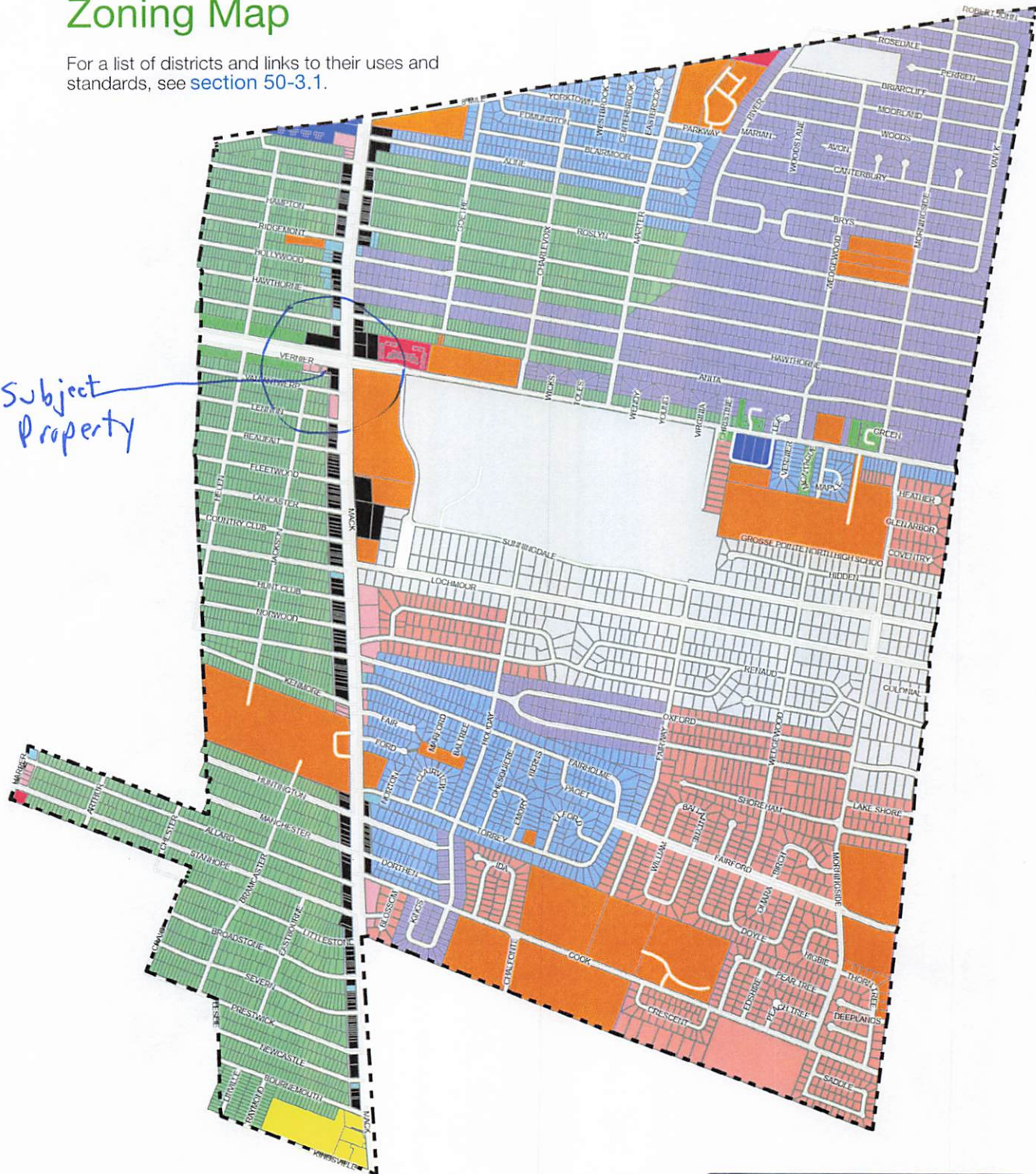
R-01
Restricted
Office



Zoning Map

For a list of districts and links to their uses and standards, see [section 50-3.1](#).

Subject Property

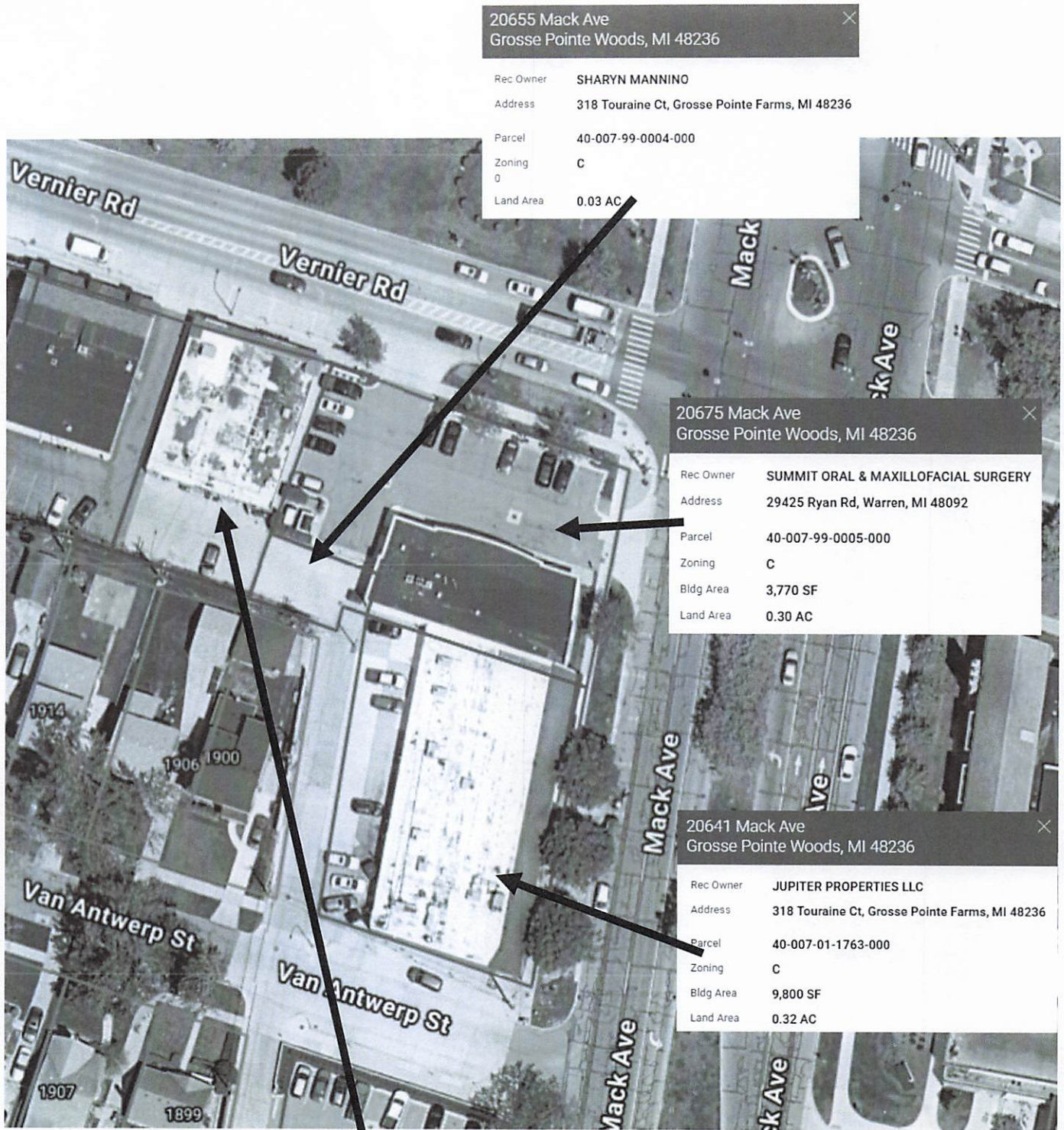


[Click here for the Interactive Zoning Map](#)

Zoning District Map Grosse Pointe Woods

Zoning: Grosse Pointe Woods Roads: MGF v17a Exported: January 7th, 2022





20655 Mack Ave
Grosse Pointe Woods, MI 48236

Rec Owner	SHARYN MANNINO
Address	318 Touraine Ct, Grosse Pointe Farms, MI 48236
Parcel	40-007-99-0004-000
Zoning	C
Land Area	0.03 AC

20675 Mack Ave
Grosse Pointe Woods, MI 48236

Rec Owner	SUMMIT ORAL & MAXILLOFACIAL SURGERY
Address	29425 Ryan Rd, Warren, MI 48092
Parcel	40-007-99-0005-000
Zoning	C
Bldg Area	3,770 SF
Land Area	0.30 AC

20641 Mack Ave
Grosse Pointe Woods, MI 48236

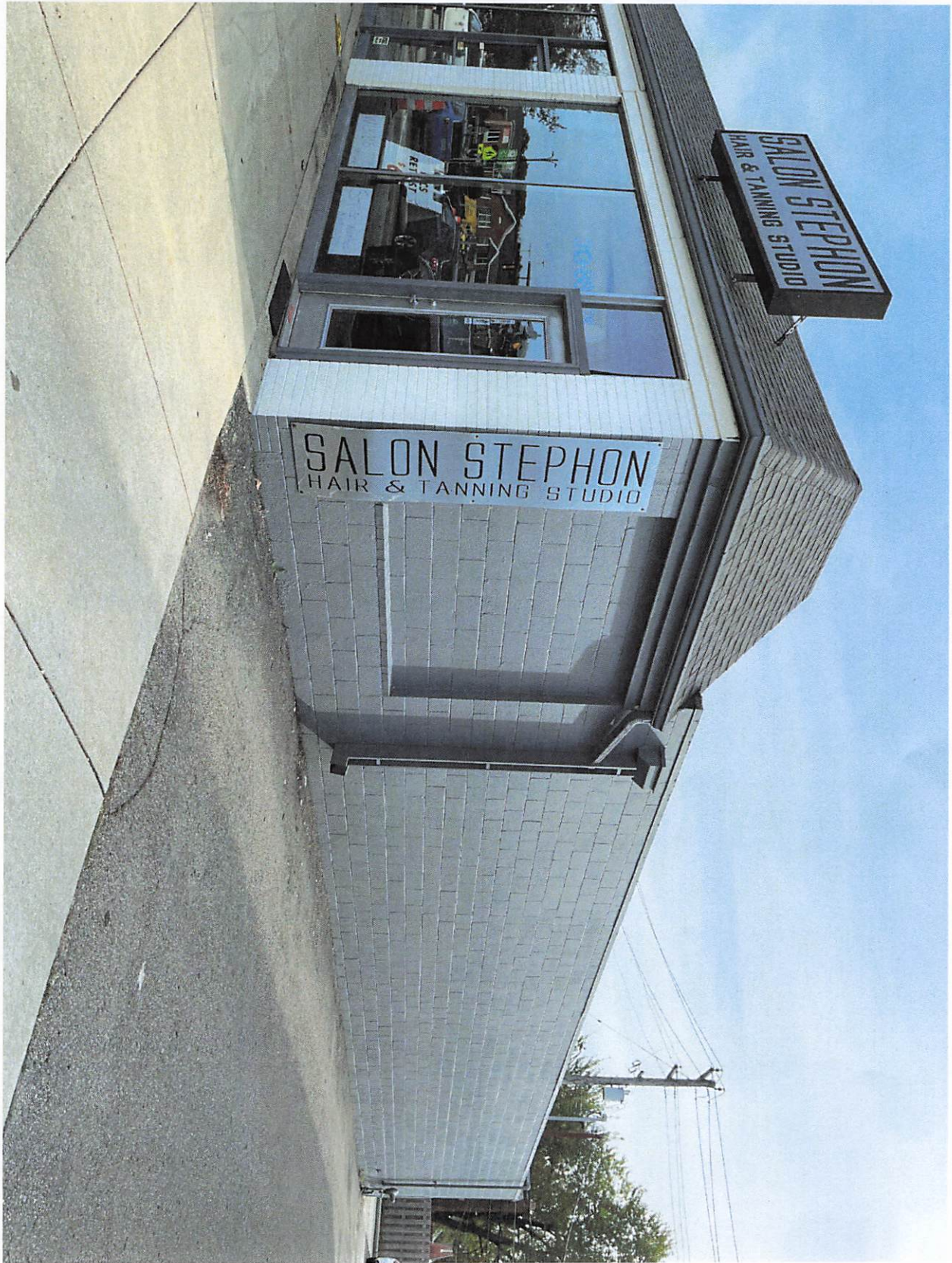
Rec Owner	JUPITER PROPERTIES LLC
Address	318 Touraine Ct, Grosse Pointe Farms, MI 48236
Parcel	40-007-01-1763-000
Zoning	C
Bldg Area	9,800 SF
Land Area	0.32 AC

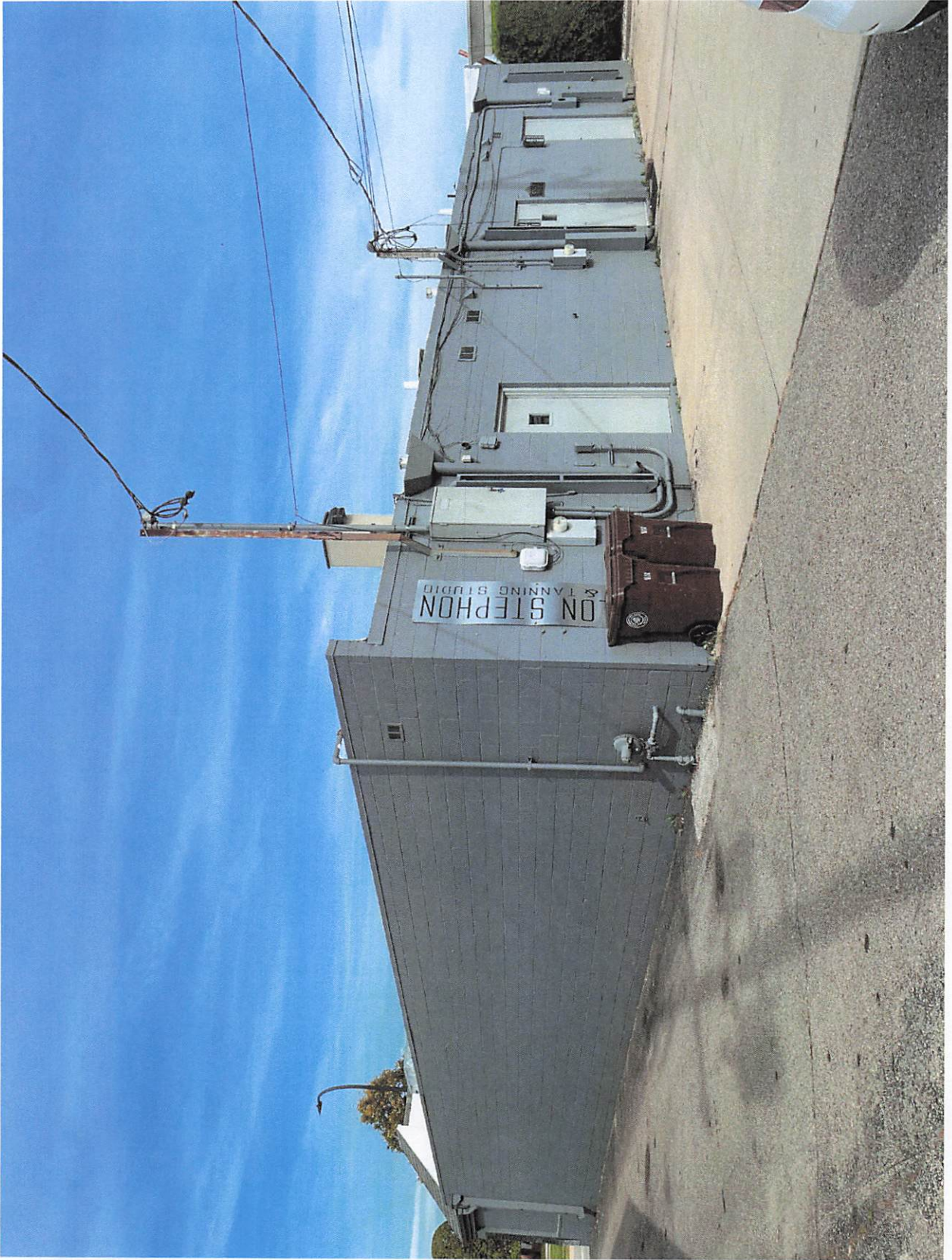
SUBJECT

Dimensions +/- 60' x 75'

1925 Vernier Rd
Grosse Pointe Woods, MI 48236

Rec Owner	JUPITER PROPERTIES LLC
Address	318 Touraine Ct, Grosse Pointe Farms, MI 48236
Parcel	40-007-99-0003-000
Zoning	RO-1
Bldg Area	4,380 SF
Land Area	0.17 AC

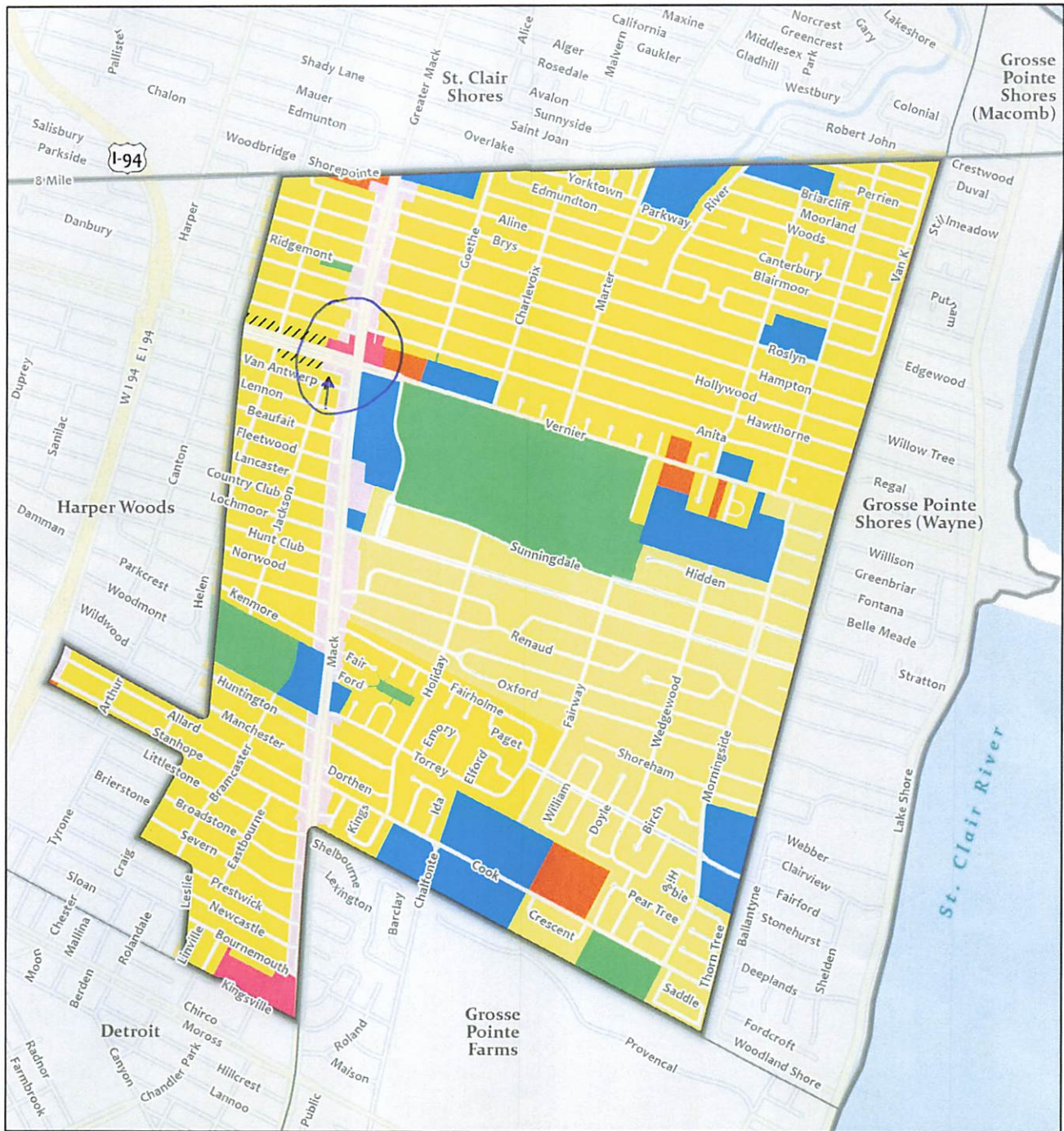




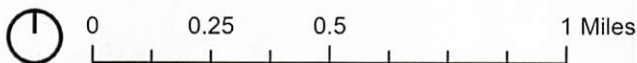




MAP 2. Future Land Use Map



Data Sources: Future Land Use: Grosse Pointe Woods; Roads: SEMCOG ©2024 Giffels Webster



- | | |
|------------------------------|----------------------|
| Single Family Low Density | Regional Business |
| Single Family Medium Density | Institutional |
| Two Family | Parks and Recreation |
| Planned Multi-Family | Corridor Mixed Use |

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webster

FUTURE LAND USE GROSSE POINTE WOODS

Planned Multi-Family

This land use category includes residences of various styles at a density of approximately six (6) to eighteen (18) units an acre and corresponds to the R-3 and R-4 zoning districts.



Corridor Mixed Use

This land use designation includes retail, restaurant, personal service, and office establishments which are designed for the day-to-day needs of nearby residents and are found along the Mack Avenue corridor and along its easternmost boundary of Harper Avenue that extends one-and-a-half blocks between Stanhope Street and just north of Allard Avenue. These facilities are intended to be located in close proximity to residential neighborhoods but with adequate buffering. These land uses equate to the City's C Commercial zoning district, P Parking district and some areas zoned RO-1 Restricted Office.



AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 1925, 1927 & 1929 VERNIER
REZONING RO-1 TO C

State of Michigan)
) ss.
County of Wayne)

I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 12/16/2025 to the following property owners in accordance with the provisions of the 2017 City Code of Grosse Pointe Woods.

Paul P. Antolin, MiPMC
City Clerk

See attached document for complete list.

City of Grosse Pointe Woods, Michigan

Notice is hereby given that the Grosse Pointe Woods City Council, under the provisions of Public Act 110 of 2006, MCL 125.3101 as amended, and Grosse Pointe Woods City Code of 2022 Chapter 50, Article 7, Section 50-7.15, will hold three Public Hearings on Monday, January 5, 2026 at 7:00 p.m., at City Hall in the Council Chamber/Courtroom (located at 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236) for the purpose of considering the following applications, all of which are Map Amendments to the Zoning Map of the City's Zoning Ordinance:

Application #1: A rezoning of 1925, 1927, and 1929 Vernier Road (Parcel ID 007 99 0003 000) from RO-1, Restricted Office to C, Commercial Business.

Application #2: A rezoning of 21800 Marter Road (Parcel ID 001 99 0001 000) from R-3, Planned Multiple Family Residential to CF, Community Facilities.

Application #3: A conditional rezoning of 20160 Mack Avenue (Parcel ID 009 01 0001 000) from RO-1, Restricted Office to C, Commercial Business (conditionally).

Additionally, Notice is hereby given that the City Council will be considering the above proposed three (3) rezoning requests for a second reading/final adoption at the same meeting scheduled on Monday, January 5, 2026 at 7:00 p.m.

All interested persons are invited to attend and will be given opportunity for public comment. The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's Office (cityclerk@gpwmil.us), up to close of business preceding the hearing. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Grosse Pointe Woods Clerk's Office at 313-343-2440 seven days prior to the meeting. The agenda and pertinent documents will be available at www.gpwmil.us. For additional project information, contact the Building and Planning Department at 313-343-2426 or e-mail building@gpwmil.us.

Paul P. Antolin
City Clerk

The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's office, up to the close of business preceding the hearing. A group spokesperson is encouraged on agenda items concerning organized groups. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Grosse Pointe Woods Clerk's Office at 313 343-2440 seven days prior to the meeting.

**1925 VERNIER
REZONING RO-1 TO C**

PARCELS	PARCEL ADDRESS	OWNER	OWNER ADDRESS	CITY, STATE, ZIP
007 01 1756 002	1952 VAN ANTWERP ST	MAUS, MARIETTE D	1952 VAN ANTWERP ST	GROSSE POINTE WOODS, MI 48236
003 99 0011 000	20705 MACK AVE	SCI MICHIGAN FUNERAL SERVICE	PO BOX 130548	HOUSTON, TX 77219
		SCI MICHIGAN FUNERAL SERVICE	20705 MACK AVE	GROSSE POINTE WOODS, MI 48236
007 01 1753 000	1976 VAN ANTWERP ST	HILL, ROBERT A	1976 VAN ANTWERP ST	GROSSE POINTE WOODS, MI 48236
007 01 1760 002	1906 VAN ANTWERP ST	GALUI, MARC J	1906 VAN ANTWERP ST	GROSSE POINTE WOODS, MI 48236
007 01 1775 002	1923 VAN ANTWERP ST	CIAFFONE, DINA M	1923 VAN ANTWERP ST	GROSSE POINTE WOODS, MI 48236
007 01 1776 002	1931 VAN ANTWERP ST	KUJAWSKI, EMILY	1931 VAN ANTWERP ST	GROSSE POINTE WOODS, MI 48236
007 99 0002 000	1931 VERNIER RD	PALOMBIT, RUDOLPH	26 MCKINLEY PL	GROSSE POINTE FARMS, MI 48236
		OCCUPANT	1931 VERNIER RD	GROSSE POINTE WOODS, MI 48236
010 01 0099 000	20676 MACK AVE	GROSSE POINTE PUBLIC SCHOOL SYSTEM	20601 MORNINGSIDE	GROSSE POINTE WOODS, MI 48236
007 01 1676 000	1973 VERNIER RD	VERLINDE, THOMAS G	8160 CRESTON DR	FREELAND, MI 48623-8730
		OCCUPANT	1973 VERNIER RD	GROSSE POINTE WOODS, MI 48236
007 01 1759 002	1914 VAN ANTWERP ST	CUENY, SETH A & KAREN	1914 VAN ANTWERP ST	GROSSE POINTE WOODS, MI 48236
007 99 0004 000	20655 MACK AVE	MANNINO, SHARYN	318 TOURAINE RD	GROSSE POINTE FARMS, MI 48236
		OCCUPANT	20655 MACK AVE	GROSSE POINTE WOODS, MI 48236
007 01 1754 001	1968 VAN ANTWERP ST	DOW, TIMOTHY - RACHEL	1968 VAN ANTWERP ST	GROSSE POINTE WOODS, MI 48236
007 01 1757 002	1930 VAN ANTWERP ST	RAPALA, DARSHINI DESILVA	1930 VAN ANTWERP ST	GROSSE POINTE WOODS, MI 48236
007 01 1758 002	1922 VAN ANTWERP ST	DIAZ, JUAN	1922 VAN ANTWERP ST	GROSSE POINTE WOODS, MI 48236
007 01 1761 002	1900 VAN ANTWERP ST	COLEMAN, JETAUN CHERISE	1900 VAN ANTWERP ST	GROSSE POINTE WOODS, MI 48236
007 01 1673 000	1961 VERNIER RD	LLINAS, CARLOS	29308 JEFFERSON AVE	SAINT CLAIR SHORES, MI 48081
		OCCUPANT	1961 VERNIER RD	GROSSE POINTE WOODS, MI 48236
007 99 0005 000	20675 MACK AVE	SUMMIT ORAL & MAXILLOFACIAL SURGERY	29425 RYAN RD	WARREN, MI 48092-2203
		SUMMIT ORAL & MAXILLOFACIAL SURGERY	20675 MACK AVE	GROSSE POINTE WOODS, MI 48236
007 01 1674 002	1965 VERNIER RD	LLINAS, CARLOS	29308 JEFFERSON AVE	SAINT CLAIR SHORES, MI 48081
		OCCUPANT	1965 VERNIER RD	GROSSE POINTE WOODS, MI 48236
007 01 1763 000	20641 MACK AVE	JUPITER PROPERTIES LLC	318 TOURAINE CT	GROSSE POINTE FARMS, MI 48236
		OCCUPANT	20641 MACK AVE	GROSSE POINTE WOODS, MI 48236
007 01 1777 000	1953 VAN ANTWERP ST	NEEDHAM, DANIELLE	1953 VAN ANTWERP ST	GROSSE POINTE WOODS, MI 48236
007 01 1778 000	1961 VAN ANTWERP ST	WOLFE, SUSAN	1961 VAN ANTWERP ST	GROSSE POINTE WOODS, MI 48236
007 01 1773 000	1907 VAN ANTWERP ST	SARNAKI, JOHN J & LAURIE	1907 VAN ANTWERP ST	GROSSE POINTE WOODS, MI 48236
007 01 1755 001	1968 VAN ANTWERP ST	DOW, TIMOTHY - RACHEL	1968 VAN ANTWERP ST	GROSSE POINTE WOODS, MI 48236
007 01 1774 000	1915 VAN ANTWERP ST	YUHAS, DAMON R	1915 VAN ANTWERP ST	GROSSE POINTE WOODS, MI 48236
007 99 0003 000	1925 VERNIER RD	JUPITER PROPERTIES LLC	318 TOURAINE CT	GROSSE POINTE FARMS, MI 48236
007 01 1772 000	1899 VAN ANTWERP ST	NEHR, KAREEMA - MICHAEL	1899 VAN ANTWERP ST	GROSSE POINTE WOODS, MI 48236
007 99 0001 000	1945 VERNIER RD	DETROIT EDISON	PO BOX 33017	DETROIT, MI 48232
		OCCUPANT	1945 VERNIER RD	GROSSE POINTE WOODS, MI 48236
007 01 1757 003	1944 VAN ANTWERP ST	WHITER, ALEXANDRA	1944 VAN ANTWERP ST	GROSSE POINTE WOODS, MI 48236

**1925 VERNIER
REZONING RO-1 TO C**

007 01 1767 000	20599 MACK AVE	AKIN PROPERTIES LLC	6542 OLD VINCENNES RD	FLOYDS KNOBS, IN 47119
		OCCUPANT	20599 MACK AVE	GROSSE POINTE WOODS, MI 48236
		MICHIGAN CONSOLIDATED GAS CO/DTE PLANNING DEPARTMENT	2000 SECOND AVE	DETROIT, MI 48226
		AMERITECH	444 MICHIGAN AVE	DETROIT, MI 48226



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The City of Grosse Pointe Woods, MI*

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Anderson, Eckstein & Westrick, Inc.*
*All Rights Reserved



1925 Vernier

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

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

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

CITY OF GROSSE POINTE WOODS

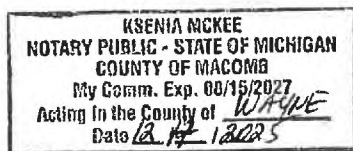
was duly published in accordance with instructions, In the GROSSE POINTE NEWS on
the following date: DECEMBER 18, 2025

#2 GPW 12/18 PHN VERNIER, MARTER

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

Melanie Mahoney
K. J. Kee

Notary Public



4D | SPORTS

HITS & HIGHLIGHTS

Whether it's games, meets or matches, school fall sports in the Pointes are in full swing and the Grosse Pointe News is here to bring you all the action. Some of the week's biggest hits and highlights from include:

SOUTH
BASEBALL HALL OF FAME

Grosse Pointe South baseball will host its 3rd Annual Hall of Fame Induction Ceremony Friday, Jan. 23, at the Assumption Cultural Center in St. Clair Shores. The 2026 honorees include Ed Wernert, Tom Temrowski and the entire 2001 Division 1 state championship team in honor of its 25th anniversary.

The evening will be hosted by Fox 2's Ryan Ermanni. Tickets are \$85 and include dinner and an open bar. For more information, contact Southdugoutclubpresident@gmail.com.

GIRLS VARSITY
BASKETBALL

Grosse Pointe South varsity girls basketball earned its second win of the season Monday, Dec. 15, beating Lakeview on the road 53-41. Morgan Duff led the way with 21 points, and Evie Baer added 17. The Blue Devils return home Thursday, Dec. 18, to host Roseville. Tip-off is scheduled for 7 p.m.

Grosse Pointe North's varsity girls basketball team earned a pair of wins in its first two games of the season last week. The Norsemen defeated Utica 54-25 last Tuesday, Dec. 9, with senior Eva Borowski scoring 27 points in the season-opener. The team then went on to earn a 38-23 victory against University Liggett School Thursday, Dec. 11. Borowski once again led the way with 21 points. North hosted Chippewa Valley after press time Wednesday, Dec. 17. The team plays its final game before the holidays Friday, Dec. 19, traveling on the road to take on L'Anse Creuse North.



PHOTO BY MIKE ADZIMA
Eva Borowski

HALL OF FAME
INDUCTION 2026

Hall Of Fame Induction Honoring:

The 2001 Division 1 State Championship Team,
Ed Wernert* & Thomas Temrowski '79

*posthumous induction

MC for the evening: Ryan Ermanni '97

Friday, January 23, 2026
Assumption Cultural Center
21800 Marter Road
St. Clair Shores, MI

Tickets \$85 (Dinner & Open Bar)

\$600 Buys a Table for 8!

12 and under \$40

2 and under free

Doors & Bar Open at 6:15 pm

Dinner 7 pm

Induction 8 pm

Please reach out to Southdugoutclubpresident@gmail.com

with any questions

Hold or scan QR code to purchase tickets

BOYS VARSITY
HOCKEY

Grosse Pointe South varsity boys hockey suffered another loss Saturday, Dec. 13, falling to Canton 9-4. Liam O'Donoghue, Charlie Bunn, Brewer Puma and Will Gryzenia all scored for the Blue Devils in the loss. South hosted Chippewa Valley after press time Tuesday, Dec. 16, in its last game before the holiday break.

City of Grosse Pointe Farms, Michigan
EXHIBIT ANOTICE OF INTENT TO ISSUE BONDS
BY THE CITY OF GROSSE POINTE FARMS, MICHIGAN

NOTICE IS HEREBY GIVEN that the City of Grosse Pointe Farms, County of Wayne, Michigan (the "City"), intends to issue limited tax general obligation bonds, in one or more series, in the aggregate principal amount of not to exceed \$12,000,000 for the purpose of defraying part of the cost of capital improvements consisting of the construction of a new municipal swimming pool and bathhouse, demolition of certain existing recreational structures, installation of new hardscape and landscape elements, parking lot improvements, site utility improvements and accessibility improvements, as well as all work, equipment and appurtenances necessary or incidental to such improvements. The balance of the cost of the improvements shall be paid with other funds legally available to the City.

The bonds of each series will be payable in annual principal installments not to exceed thirty (30) in number and will bear interest at rates to be determined at a competitive or negotiated sale but in no event to exceed such rates as may be permitted by law.

The bonds will be issued under and pursuant to the provisions of the Charter of the City of Grosse Pointe Farms, Act 279, Public Acts of Michigan, 190, as amended, and Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), and the full faith and credit of the City will be pledged to pay the principal of and interest on the bonds as the same shall become due. The City will be obligated, as a first budget obligation, to advance moneys from its general funds or to levy ad valorem taxes on all taxable property within its corporate boundaries to pay the principal of and interest on the bonds as the same shall become due. Taxes levied by the City for the payment of such principal and interest will be subject to applicable constitutional, statutory and charter limitations.

RIGHT TO PETITION FOR REFERENDUM

This notice is given, by order of the City Council of the City of Grosse Pointe Farms, to and for the benefit of the electors of the City of Grosse Pointe Farms in order to inform them of their right to petition for a referendum upon the question of the issuance of the aforesaid bonds. The bonds will be issued, without submitting such a question to a vote of the electors, unless within 45 days after the date of publication of this notice a petition requesting a referendum upon such question, signed by not less than 10% or 15,000 of the registered electors in the City of Grosse Pointe Farms, whichever is the lesser, shall have been filed with the undersigned City Clerk. In the event that such a petition is filed, the bonds will not be issued unless and until the issuance thereof shall have been approved by the vote of a majority of the electors of the City of Grosse Pointe Farms qualified to vote and voting thereon at a general or special election.

FURTHER INFORMATION

Further information relative to the issuance of said bonds and the subject matter of this notice may be secured at the office of the City Clerk of the City of Grosse Pointe Farms, 90 Kerby Road, Grosse Pointe Farms, Michigan 48236.

This notice is given pursuant to the provisions of Act 279, Public Acts of Michigan, 1909, as amended.

Derrick Kozick, Clerk
City of Grosse Pointe Farms

G.P.N.: 12/16/2025

Score big
points this
Christmas

If your son or daughter, coach, teammate, friend, or neighbor appeared in the Grosse Pointe News sports pages this year, we have the perfect holiday gift.

Visit the Grosse Pointe News gift shop to purchase a custom PDF featuring your favorite athlete, team, or coach for \$25, or choose a framed version for \$50. Each PDF includes only the story and photos—no ads or page jumps—designed for a clean look.

It's an easy, meaningful way to celebrate your athlete, coach, or team this holiday season.

Grosse
Pointe
News

Scan the
code to
order yours
today!



City of Grosse Pointe Woods, Michigan

Notice is hereby given that the Grosse Pointe Woods City Council, under the provisions of Public Act 110 of 2006, MCL 125.3101 as amended, and Grosse Pointe Woods City Code of 2022 Chapter 50, Article 7, Section 50-7.15, will hold three Public Hearings on Monday, January 5, 2026 at 7:00 p.m., at City Hall in the Council Chamber/Courtroom (located at 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236) for the purpose of considering the following applications, all of which are Map Amendments to the Zoning Map of the City's Zoning Ordinance:

Application #1: A rezoning of 1925, 1927, and 1929 Vernier Road (Parcel ID 007 99 0003 000) from RO-1, Restricted Office to C, Commercial Business.

Application #2: A rezoning of 21800 Marter Road (Parcel ID 001 99 0001 000) from R-3, Planned Multiple Family Residential to CF, Community Facilities.

Application #3: A conditional rezoning of 20160 Mack Avenue (Parcel ID 009 01 0001 000) from RO-1, Restricted Office to C, Commercial Business (conditionally).

Additionally, Notice is hereby given that the City Council will be considering the above proposed three (3) rezoning requests for a second reading/final adoption at the same meeting scheduled on Monday, January 5, 2026 at 7:00 p.m.

All interested persons are invited to attend and will be given opportunity for public comment. The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's Office (cityclerk@gpwni.us), up to close of business preceding the hearing. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Grosse Pointe Woods Clerk's Office at 313-343-2460 seven days prior to the meeting. The agenda and pertinent documents will be available at www.gpwni.us. For additional project information, contact the Building and Planning Department at 313-343-2426 or e-mail building@gpwni.us.

G.P.N.: 12/16/2025

Paul P. Antolin
City Clerk

Motion by McConaghy, seconded by Brown, regarding **First Reading: Rezoning (Map Amendment) 21800 Marter Road (R-3, Planned Multiple Family Residential to CF, Community Facilities)**, that City Council concur with the City Planner's and Planning Commission's recommendations and approve the first reading of the ordinance and zoning map amendment for the proposed rezoning at 21800 Marter Road from the R-3, Planned Multiple Family Residential to the CF, Community Facilities, based on the following findings of fact and set a date of January 5, 2026 (confirm if there is a quorum), for a public hearing and second reading/final adoption, and to authorize the City Clerk to publish same by title in the Grosse Pointe News:

- a. *The rezoning is consistent with Goal #4 – Community Character: Strengthen sense of place, identity, and character from the 2024 Master Plan.*
- b. *The rezoning brings the site closer to the intentions of the 2024 Master Plan's Future Land Use Plan, which designates the site as "Institutional".*
- c. *The uses permitted in the C-F, Community Facilities District, including space for public activities, schools, continuing care retirement communities, and public and private nonprofit recreational areas, are consistent with the proposed recreation facility that has been approved in St. Clair Shores.*

Motion carried by the following vote:

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

The next item, under **New Business**, was to **Consider the Rezoning (Map Amendment) for 21800 Marter Road from R-3, Planned Multiple-Family Residential, to C.F., Community Facilities.**

Planner Mangan provided an overview of the application, the review that was done, and the findings of facts that support McKenna's recommendation for approval to City Council.

MOTION by Hamborsky, seconded by O'Keefe, that the Planning Commission recommend the Rezoning of 21800 Marter Road from R-3, to C.F., to City Council for approval based on the following findings of facts:

- a. The rezoning is consistent with Goal #4 – Community Character: Strengthen sense of place, identity, and character from the 2024 Master Plan.
- b. The rezoning brings the site closer to the intentions of the 2024 Master Plan's Future Land Use Plan, which designates the site as "Institutional".
- c. The uses permitted in the C-F, Community Facilities District, including space for public activities, schools, continuing care retirement communities, and public and private nonprofit recreational areas, are consistent with the proposed recreation facility that has been approved in St. Clair Shores.

Motion carried by the following vote:

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



MCKENNA

December 3, 2025

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

Subject: 21800 Marter Road: Rezoning (Map Amendment)
Parcel ID: 001-99-0001-000
Current Zoning: R-3, Planned Multiple Family Residential
Proposed Zoning: CF, Community Facilities

Dear Commissioners,

Stucky Vitale Architects, on behalf of Assumption Greek Church, proposes to rezone 21800 Marter Road from the R-3, Planned Multiple Family Residential District to the CF, Community Facilities District. The rezoning is necessary to permit the construction of a 42,075 square foot multi-use facility with an indoor turf field and eight pickleball courts (primarily located in St. Clair Shores).

The subject site is located south of the border of St. Clair Shores, east of Marter Road and west of River Road, and is intersected by the Milk River. The multi-use facility is proposed to be constructed to the east of the existing church and accessory buildings on the site. The overall project site is highlighted below, and the specific parcel proposed for a rezoning that is within the municipal boundaries of Grosse Pointe Woods is detailed on the following page.



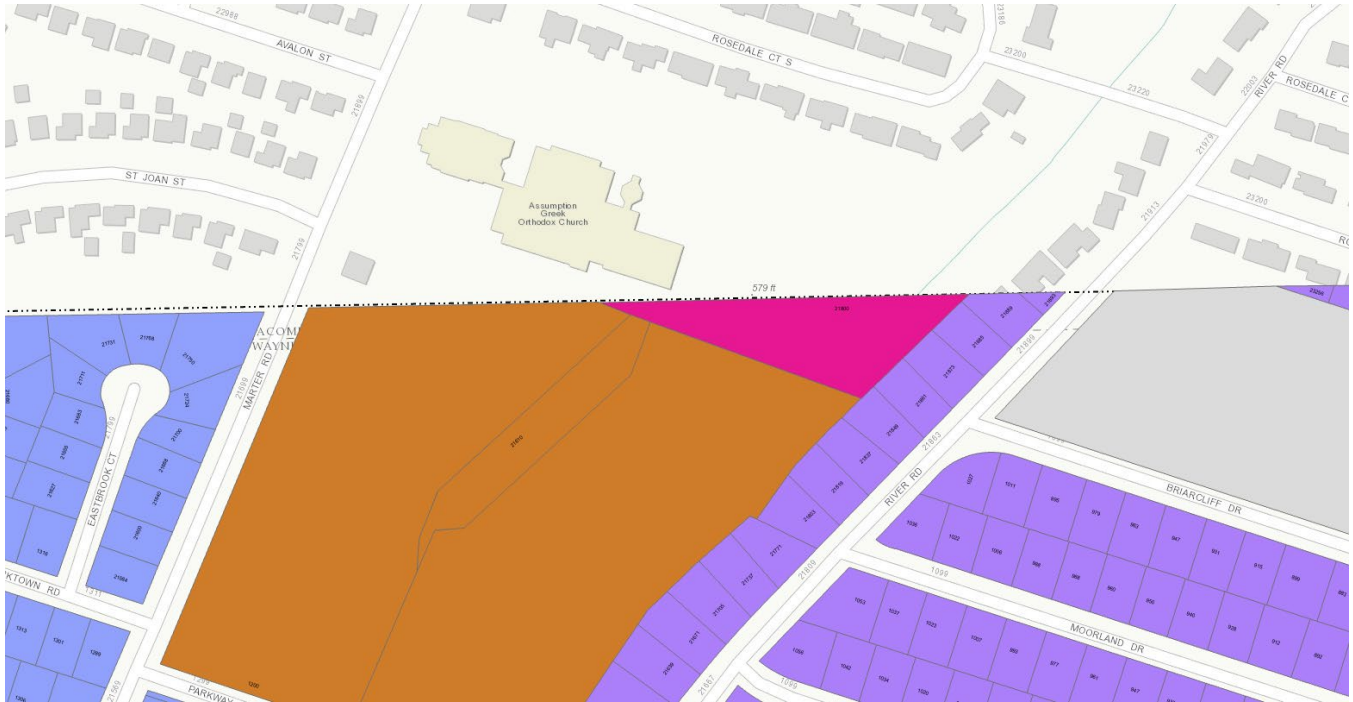
HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

☎ 248.596.0920
F 248.596.0930
MCKA.COM

Communities for real life.



Subject Site. The Grosse Pointe Woods parcel requested for this rezoning is limited to the pink triangle shaped parcel below. The remainder of this project is located within St. Clair Shores and has been approved by their city. However, that project is dependent on the rezoning and site development approval of this subject parcel.





Rezoning Review

#1: MASTER PLAN AND FUTURE LAND USE CLASSIFICATIONS

Will the proposed amendment further the comprehensive planning goals and policies of the City and is the proposed amendment consistent with the Future Land Use Map of the Master Plan?

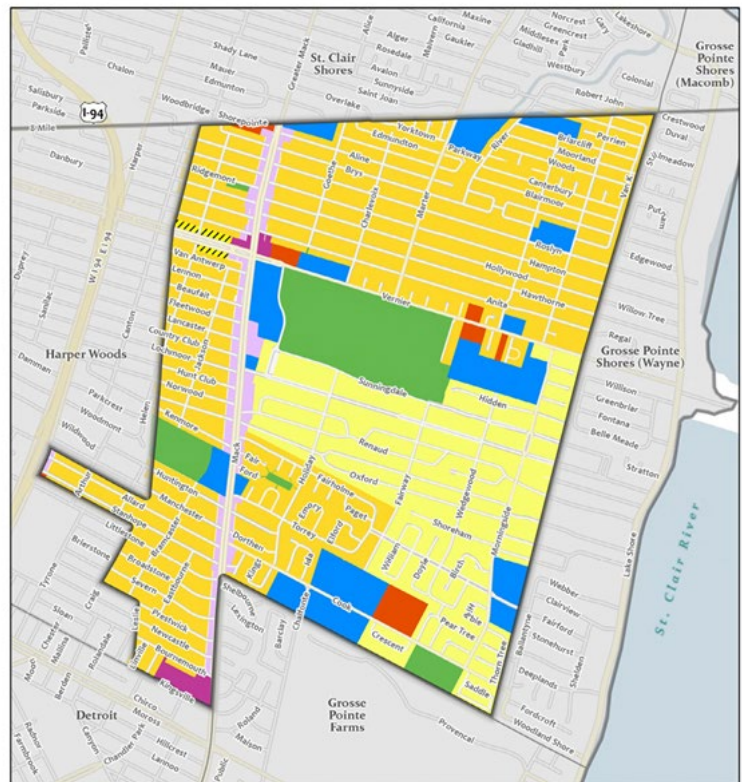
Findings: Alignment and harmony with the recently adopted Master Plan is achieved with this rezoning.

First, this rezoning is consistent with the following goal from the 2024 Master Plan: **“Goal # 4 – Community Character: Strengthen sense of place, identity, and character throughout the City and its neighborhoods”.**

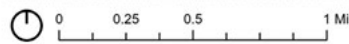
The proposed use will serve community members by providing an additional gathering space for both fellowship and recreation, anticipated to strengthen sense of place for Grosse Pointe Woods residents.

Second, this rezoning is consistent with the 2024 Master Plan's Future Land Use Map, which designates this area as *Institutional*.

This is described in the text of the Master Plan as, *“This land use designation is located where existing schools, places of worship, and public buildings are currently in operation within the City and fall primarily within residential neighborhoods. These land use designations align with the C-F, Community Facilities zoning designation. Should they no longer serve their original purpose, the City considers the preservation of open space to be a priority, along with other uses that support community services and fellowship. For areas along the City’s major thoroughfares, exploring commercial, entertainment, and retail uses that would be advantageous to the community are preferred. Otherwise, these areas should align with a surrounding land use.”*



Data Sources: Future Land Use: Grosse Pointe Woods; Roads: SEMCOG; ©2024 Giffels Webster



giffels
webster

FUTURE LAND USE
GROSSE POINTE WOODS



#2: INTENT AND USES OF THE ZONING ORDINANCE

Is the request in accordance with the basic intent and purpose of the Zoning Ordinance?

The basic intent and purpose of the Zoning Ordinance is to provide regulations on the uses of land and structures to promote and protect the public health, safety, and general welfare of the Grosse Pointe Woods community.

The chart below details the existing land use, current zoning, and the 2024 Master Plan Future Land Use designations; the surrounding property to the north and west is located within St. Clair Shores:

Location	Existing Land Use	Zoning Districts	Future Land Use Designation (2024 Master Plan)
Subject Site	Church and Accessory Buildings	R-3, Planned Multi Family Residential	Institutional
North	Single-Family Residential	RA, One-Family General Residential (St. Clair Shores)	Traditional Neighborhood (St. Clair Shores)
South	City of Grosse Pointe Woods Department of Public Works	C-F, Community Facilities	Institutional
East	Single-Family Residential	R1-C, One-Family Residential	Single Family Medium Density
West	Single-Family Residential	RA, One-Family General Residential (St. Clair Shores)	Traditional Neighborhood (St. Clair Shores)

Findings: Intent Statements. The Zoning Ordinance is intended to ensure harmonious, thoughtfully planned development – and this requires an understanding of the *purpose statements* and *permitted uses* in the two applicable districts. To summarize, the C-F, Community Facilities District is intended to provide land for public activities, such as public and private nonprofit recreational areas to better serve the needs of residents within the city.

Purpose Statement: Section 50-3.1.G: R-3, Planned Multi Family Residential	Purpose Statement: Section 50-3.1.I: C-F, Community Facilities
<i>"The R-3 planned multiple-family residential development district is designed to permit residential use of land with various types of multiple dwellings and related uses. These areas would be located near major streets for good accessibility and be designed to complement adjacent single-family areas. Various types and sizes of residential accommodations for ownership or rental would thereby be provided to meet the needs of the different age and family groups in the community without causing excessive demands on existing community facilities, utilities, or services."</i>	<i>"The C.F. community facilities district is intended to provide suitable locations for desirable and necessary public activities, schools, continuing care retirement community, and public and private nonprofit recreational areas which serve the residents of the city, and to limit the location, size and character of such uses so that the activity which they generate does not become a nuisance and will not overburden the facilities of the city."</i>



Findings: Allowable Uses. The uses permitted in the C-F, Community Facilities District include a mix of neighborhood amenities, such as schools, retirement communities, and recreational areas. The subject site's location within a residential neighborhood further aligns with the intent of the *Institutional* Future Land Use designation.

The proposed facility is to be constructed on the east side of the parcel, which borders the Milk River, and abuts single-family residential to the north, where screening is included on the St. Clair Shores site plan for buffering, in addition to an existing screening wall. We do not anticipate adverse impacts from noise or potential nuisances to impact the homes situated near the property, and additional screening and landscaping will be reviewed during the site plan development stage (should this rezoning be approved).

#3: SPECIFIC ZONING ORDINANCE CRITERION

Could all requirements in the proposed zoning classification be complied with on the subject parcel?

Findings: It appears that the subject site can comply with the basic dimensional standards of the C-F, Community Facilities District and that the proposed rezoning will not create a new non-conforming situation. The dimensional standards and other applicable Grosse Pointe Woods zoning requirements will be applied in the site development plan stage, should this rezoning be approved.



Conclusions

PROCESS

Following consideration of public comments received during the Public Hearing, the Planning Commission has the following available motions when considering a map amendment (rezoning):

- *Recommendation to the City Council for approval of the rezoning; or*
- *Recommendation to the City Council for denial of the rezoning; or*
- *Table the application.*

In the case of approval or denial, the Commission must specify the findings of fact which the decision is based upon.

RECOMMENDATION

It is recommended that the rezoning (map amendment) to the C-F, Community Facilities District at 21800 Marter Road be recommended for approval to the City Council, based on the following findings of fact:

- a. The rezoning is consistent with Goal #4 – Community Character: Strengthen sense of place, identity, and character from the 2024 Master Plan.*
- b. The rezoning brings the site closer to the intentions of the 2024 Master Plan's Future Land Use Plan, which designates the site as "Institutional".*
- c. The uses permitted in the C-F, Community Facilities District, including space for public activities, schools, continuing care retirement communities, and public and private nonprofit recreational areas, are consistent with the proposed recreation facility that has been approved in St. Clair Shores.*

If you have further questions, please do not hesitate to contact us.

Respectfully submitted,

McKENNA

Paige Smith, NCI
Assistant Planner



STUCKY VITALE ARCHITECTS

October 27, 2025

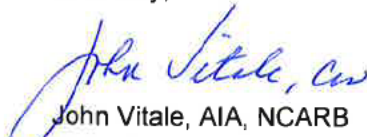
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Re: Assumption Church Sports Facility
Architects' Project No.: 2024.154

To Whom it May Concern:

Stucky-Vitale Architects, on behalf of Assumption Greek Church, are requesting a rezoning of a small portion of the property at 21800 Marter Road that lies in the City of Grosse Pointe Woods from the current zoning of Planned Multiple-Family Residential Development (R-3) to the zone of Community Facilities (C.F.), with special land use. The proposed project is the construction of a 42,075 square foot multi-use facility with an indoor turf field and 8 pickleball courts. The site contains an existing church building and accessory buildings. The rezoning to C.F., with special land use for a private noncommercial recreation center is being requested as it better fits the described use for the proposed project.

Sincerely,


John Vitale, AIA, NCARB
CEO/President

Attach a detailed written statement fully explaining your request.

8. Present Use of Property: _____

CHURCH

9. Attach an Accurate Drawing of the Site Showing:

- a) Property boundaries
- b) Existing buildings
- c) Unusual physical features of the site or building
- d) Abutting streets
- e) Existing zoning on adjacent properties
- f) Location of buildings on adjacent properties

10. Names and Addresses of all other Persons, Firms or Corporations having a Legal or Equitable Interest in the Property:

ASSUMPTION GREEK CHURCH 21800 MARTER ROAD, ST CLAIR SHORES, MI

Applicant must provide lease, purchase agreement or written authorization from Owner.

DECLARATION:

I, the applicant, do hereby declare that I am the owner, or the authorized agent of the owner, of the above, legally described property on which the request is proposed, and that the answers given herein are true to the best of my knowledge. I understand that if the request is granted, I am in no way relieved from all other applicable requirements of the City of Grosse Pointe Woods Zoning Ordinance.

By virtue of my application, I do hereby declare that the appropriate appointed officials and City staff responsible for the review of my application are given permission to visit and inspect the property regarding my petition in order to determine the suitability of the request.

Applicant Signature:  Date: 10/22/2025

Filing Fee: \$750.00 + Public Hearing Fee \$375

Elise Coyle

From: Julie Moe [REDACTED] >
Sent: Wednesday, December 3, 2025 10:02 AM
To: City Clerk
Subject: Comment on 21800 Marter Rezoning



CAUTION: This email originated from outside of the organization. DO NOT click links, open attachments or reply to this message unless you recognize the sender and know the content is safe:

Hello,

I will be unable to attend the meeting on December 9th, so please submit this written comment to the city council members and zoning commission on my behalf.

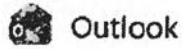
I live at 21527 River Rd in GPW and strongly oppose the rezoning. As elected officials in GPW, you have a duty to your constituents. There will be no benefit to GPW residents by rezoning the land behind Assumption, but there will be a significant negative impact. GPW residents already have access to the GPW park and pickleball courts. The current field at Assumption is an amazing place for nature - one of the few green spaces we have around here that attracts wildlife. The last time I went, we saw seven different vultures. It's a critical area for bird life. My family loves backyard birdwatching and the land behind Assumption helps attract birds to the area.

Our peaceful enjoyment of our yard will be ruined by construction, not to mention the future eyesore. Assumption already hosts loud events, like Greekfest, without consideration of neighbors. We do not need more people parking in our area or using the facilities.

I come back to this - Grosse Pointe Woods residents will NOT benefit. We already have all the pickleball courts we need. It will impact our property values, create a disturbance during construction, and hurt our local wildlife. As public officials you have a duty to YOUR city and residents and not a private entity in another city.

Vote no!

Julie Moe



FW: Assumption construction

From Paul Antolin <pantolin@gpwmi.us>
Date Fri 12/5/2025 9:40 AM
To Laura Haw <LHaw@mcka.com>; Ashley Jankowski <ajankowski@mcka.com>; Chris Fenton
[REDACTED]
Cc City Clerk <CityClerk@gpwmi.us>

Good Morning Laura/Ashley,

Please see the email below regarding support of the Assumption church project.

Thank you,

Paul P. Antolin, MiPMC
City Clerk

City of Grosse Pointe Woods - Clerk's Office
20025 Mack Plaza Dr.
Grosse Pointe Woods, MI 48236-2397
Phone: 313-343-2440
Fax: 313-343-5667

-----Original Message-----

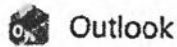
From: JOHN KRAUSMANN [REDACTED]
Sent: Thursday, December 4, 2025 2:22 PM
To: Paul Antolin <pantolin@gpwmi.us>
Cc: John Vitale <jvitale@stuckyvitale.com>
Subject: Assumption construction

CAUTION: This email originated from outside of the organization. DO NOT click links, open attachments or reply to this message unless you recognize the sender and know the content is safe:

My name is John Krausmann a resident at 960 moorland and I support the construction of the athletic facility on the grounds of assumption church.

Sent from my iPhone

Property of the City of Grosse Pointe Woods. If you have received this transmission in error, please delete immediately.



FW: Rezoning request for Assumption Cultural Center

From Paul Antolin <pantolin@gpwmf.us>
Date Fri 12/5/2025 3:55 PM
To Ashley Jankowski <ajankowski@mcka.com>; Laura Haw <LHaw@mcka.com>
Cc City Clerk <CityClerk@gpwmf.us>

Good Afternoon Ashley/Laura,

Please see the email below in support of the rezoning of Assumption Cultural Center.

Please add to the documents for your PC meeting on December 9.

Let me know if you have any questions.

Thank you,

**Paul P. Antolin, MiPMC
City Clerk**

City of Grosse Pointe Woods – Clerk's Office
20025 Mack Plaza Dr.
Grosse Pointe Woods, MI 48236-2397
Phone: 313-343-2440
Fax: 313-343-5667

From: Kevin Granger [REDACTED]
Sent: Friday, December 5, 2025 2:43 PM
To: Paul Antolin <pantolin@gpwmf.us>
Cc: Victoria A Granger <grangergpw@aol.com>
Subject: Rezoning request for Assumption Cultural Center

CAUTION: This email originated from outside of the organization. DO NOT click links, open attachments or reply to this message unless you recognize the sender and know the content is safe:

Dear Mr Antolin,

I am writing in support of Assumption Cultural Center's (ACC) request for rezoning from R-3 to CF for the purpose of erecting a building which would house a soccer practice field as well as pickleball courts.

This is in actualy an extension of their gymnasium which is located adjacent to the proposed new facility. Having the new facility on the open land to the east, however, allows ACC to maintain the current flow of traffic around their building. There is a very real need for an Indoor facility of this type as there is significant demand but few choices. I don't believe there would be any real increase in traffic and the building itself will be well adorned with

landscaping to fit nicely in the community. Additionally, there would be no issues with noise as all of the athletic events would be indoors.

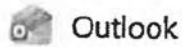
The building itself would be shorter than a facility that could be potentially built for a multi-family dwelling (as it is currently zoned) which would possibly be several stories high. From an esthetics view, I would think a shorter building would be more palatable.

In closing, I would like to restate my support of changing the zoning for ACC to CF.

Regards,

Kevin B. Granger
943 Hidden Lane
Grosse Pointe Woods

Property of the City of Grosse Pointe Woods. If you have received this transmission in error, please delete immediately.



Outlook

FW: Assumption Pickleball Court Proposal

From Paul Antolin <pantolin@gpwm.us>

Date Tue 12/9/2025 8:46 AM

To Ashley Jankowski <ajankowski@mcka.com>; Laura Haw <LHaw@mcka.com>; Chris Fenton

Cc City Clerk <CityClerk@gpwm.us>

Good Morning Laura/Ashley,

Please see the email below regarding support for the new pickleball facility at Assumption. Please include with tonight's meeting docs.

Thank you,

Paul P. Antolin, MiPMC
City Clerk

City of Grosse Pointe Woods – Clerk's Office
20025 Mack Plaza Dr.
Grosse Pointe Woods, MI 48236-2397
Phone: 313-343-2440
Fax: 313-343-5667

-----Original Message-----

From: Michael Padesky [REDACTED] >

Sent: Monday, December 8, 2025 6:34 PM

To: Paul Antolin <pantolin@gpwm.us>

Subject: Assumption Pickleball Court Proposal

CAUTION: This email originated from outside of the organization. DO NOT click links, open attachments or reply to this message unless you recognize the sender and know the content is safe:

Dear Mr. Antolin,

It has been brought to my attention that Assumption is requesting support from GPW for land needed for a new pickleball facility. I respectfully request that GPW support this initiative as many GPW residents as myself enjoy playing pickleball at Assumption. The new facility would surely improve our indoor pickleball experience.

Thank you,
Mike Padesky
811 Renaud



Eastside FC | Board of Directors

December 8, 2025

Dear Members of the Grosse Pointe Woods Planning Commission,

Eastside FC (ESFC) is a community-based soccer club, formerly organized as Grosse Pointe Soccer Association. ESFC serves the Grosse Pointes and surrounding community by providing recreation soccer opportunities to approximately 800 registrations annually, as well as a select program for approximately 350 players ranging from U7 – U18. Nearly ~35% of the families we serve reside in Grosse Pointe Woods. As such, we are writing to support the proposed recommendation to rezone 21800 Marter Road to Community Facilities to enable the development of a much-needed fieldhouse that will provide significant benefits to Grosse Pointe Woods and the community more broadly.

Our community faces a shortage of indoor training spaces, particularly turf fields, for youth sports. This project would help to fill that gap for many youth sports organizations – soccer, lacrosse, field hockey, baseball, to name a few – in providing a safe space to foster healthy, active lifestyles for student-athletes during the winter months. In addition, the proposed development includes pickleball courts, which will create a space for residents of all ages to exercise, train, and socialize – promoting the physical and mental well-being across generations and generations to come.

The site is located in a safe neighborhood, and the proposed project represents a positive, family-oriented use of land that was previously zoned for dense housing. Instead of adding congestion, this development will create a welcoming environment for community engagement consistent with the property today.

The proposed project aligns with the city's vision of enhancing recreational opportunities and strengthening community ties. We thank you for considering the rezoning recommendation to allow this transformative project to move forward and for your continued commitment to improving our community.

Sincerely,

ESFC Board of Directors

ESFC is a 501(c)(3) organization, EIN 38-2309473 (fka Grosse Pointe Soccer Association)

FW: Tonight's Planning Commission Meeting

From Paul Antolin <pantolin@gpwmi.us>
Date Wed 12/10/2025 9:10 AM
To Ashley Jankowski <ajankowski@mcka.com>; Laura Haw <LHaw@mcka.com>; Chris Fenton
[REDACTED]
Cc City Clerk <CityClerk@gpwmi.us>

Good Morning Ashley/Laura,

Please see the email below regarding support of the 21800 Marter Rd. rezoning. This was received after hours yesterday.

Thank you,

**Paul P. Antolin, MiPMC
City Clerk**

City of Grosse Pointe Woods – Clerk's Office
20025 Mack Plaza Dr.
Grosse Pointe Woods, MI 48236-2397
Phone: 313-343-2440
Fax: 313-343-5667

From: Ryan Sekol [REDACTED]
Sent: Tuesday, December 9, 2025 5:52 PM
To: Paul Antolin <pantolin@gpwmi.us>
Subject: Tonight's Planning Commission Meeting

CAUTION: This email originated from outside of the organization. DO NOT click links, open attachments or reply to this message unless you recognize the sender and know the content is safe:

Dear GPW Planning Commission

While we are not able to attend tonight's planning commission meeting, we are writing in support of rezoning of 21800 Marter Road from R-3 to C.F. Community Facilities.

One thing we love about living in Grosse Pointe Woods is how many kids are involved with youth sports but one thing our community lacks is indoor training space, especially turf fields. Currently, to train indoors you have to travel a long way or use in a small cramped area. Having a facility like this proposed space located in GPW would be extremely beneficial to the many families that participate in Eastside FC, especially since a large portion of those families are residents of GPW. My son and his friends love the Eastside FC club but are envious when traveling to other locations and seeing how much space they have to train. The proposed facility will not only allow for better indoor training for the Eastside FC kids but combination of turf and pickleball courts offers opportunities to all ages to exercise and enjoy the facility.

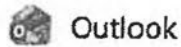
I respectfully ask the planning commission to approve the rezoning request as this development will have many benefits for the community.

Thank you,

Ryan and Jennifer Sekol

19919 W Doyle Pl

Property of the City of Grosse Pointe Woods. If you have received this transmission in error, please delete immediately.



FW: Proposed Pickleball/Soccer Bldg at Assumption

From Paul Antolin <pantolin@gpwmi.us>

Date Thu 12/11/2025 11:50 AM

To Ashley Jankowski <ajankowski@mcka.com>; Laura Haw <LHaw@mcka.com>; Chris Fenton
[REDACTED]

Cc City Clerk <CityClerk@gpwmi.us>

Good Morning,

Please see the email below in support of the Assumption project on Marter Rd.

Thank you,

**Paul P. Antolin, MiPMC
City Clerk**

City of Grosse Pointe Woods – Clerk's Office
20025 Mack Plaza Dr.
Grosse Pointe Woods, MI 48236-2397
Phone: 313-343-2440
Fax: 313-343-5667

From: JAMES SOLOMON [REDACTED]
Sent: Thursday, December 11, 2025 11:27 AM
To: Paul Antolin <pantolin@gpwmi.us>
Subject: Proposed Pickleball/Soccer Bldg at Assumption

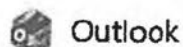
CAUTION: This email originated from outside of the organization. DO NOT click links, open attachments or reply to this message unless you recognize the sender and know the content is safe:

Hi Paul,
Just want you to know I support the proposed Pickleball/Soccer building behind Assumption on Marler Road in Grosse Pointe Woods.

I think it would very beneficial given the huge popularity of Pickleball these days.

Jim Solomon
Grosse Pointe Woods Resident

Property of the City of Grosse Pointe Woods. If you have received this transmission in error, please delete immediately.



FW: Pickleball Complex at Assumption Church

From Paul Antolin <pantolin@gpwmi.us>

Date Mon 12/8/2025 8:51 AM

To Ashley Jankowski <ajankowski@mcka.com>; Laura Haw <LHaw@mcka.com>; Chris Fenton

Cc City Clerk <CityClerk@gpwmi.us>

Good Morning Ashley/Laura,

Please see the email below regarding support of the Assumption Church project. Please include this email for the upcoming Planning Commission meeting.

Let me know if you have any questions.

Thank you,

Paul P. Antolin, MiPMC
City Clerk

City of Grosse Pointe Woods – Clerk's Office
20025 Mack Plaza Dr.
Grosse Pointe Woods, MI 48236-2397
Phone: 313-343-2440
Fax: 313-343-5667

From: Jim Engardio [REDACTED]
Sent: Friday, December 5, 2025 4:08 PM
To: Paul Antolin <pantolin@gpwmi.us>
Subject: Pickleball Complex at Assumption Church

CAUTION: This email originated from outside of the organization. DO NOT click links, open attachments or reply to this message unless you recognize the sender and know the content is safe:

Paul,

I am writing to you in support of the proposed expansion at Assumption. It has been my experience at Assumption that the pickleball operation runs smoothly but is disruptive to the everyday church activities. This new building will provide a much needed indoor facility that is not available in GPW and will complement the outdoor courts at the nearby Woods park.

Please consider supporting this project.

Jim Engardio
1581 Oxford Rd
[REDACTED]

LEGAL DESCRIPTION

ASSESSORS PLAT NO 3 LOTS 16, 17 LOT 18 EXC WLY 110 FT AS MEAS ALG S LOT LINE LOT 19 & ALSO PT OF LOT 20 DESC AS FOLL BEG AT NW COR LOT 20 TH ELY ALG N LINE LOT 20 76.62 FT TH S47°20'44"W 201.56 FT TH WLY ALG SLY LINE LOT 20 TO SW COR LOT 20 TH NELY TO POB

SITE INFO

SITE AREA:	402,964 SQFT TOTAL (354,776 SQFT IN ST CLAIR SHORES) (48,188 SQFT IN GROSSE POINTE WOODS)
EXISTING BUILDING AREA:	52,661 SQFT (13.06% OF TOTAL SITE AREA) (51,661 SQFT / 14.56% OF SCS SITE AREA) (1,000 SQFT / 2% OF GPW SITE AREA)
PROPOSED BUILDING AREA:	42,075 SQFT (10.43% OF TOTAL SITE AREA) (34,587 SQFT / 9.75% OF SCS SITE AREA) (7,488 SQFT / 15.54% OF GPW SITE AREA)
TOTAL % OF SITE TO BE COVERED:	23.49% OF TOTAL SITE AREA
EXISTING PARKING SPACES:	268 SPACES (INCLUDING HANDICAP)



STUCKY VITALE ARCHITECTS
27172 WOODWARD AVENUE
ROYAL OAK, MI 48067-0925
P. 248.546.6700
F. 248.546.8454
WWW.STUCKYVITALE.COM

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Consultants

Seal:



Project :
ASSUMPTION CHURCH
SPORTS FACILITY

21800 MARTER RD,
ST CLAIR SHORES, MI
48080

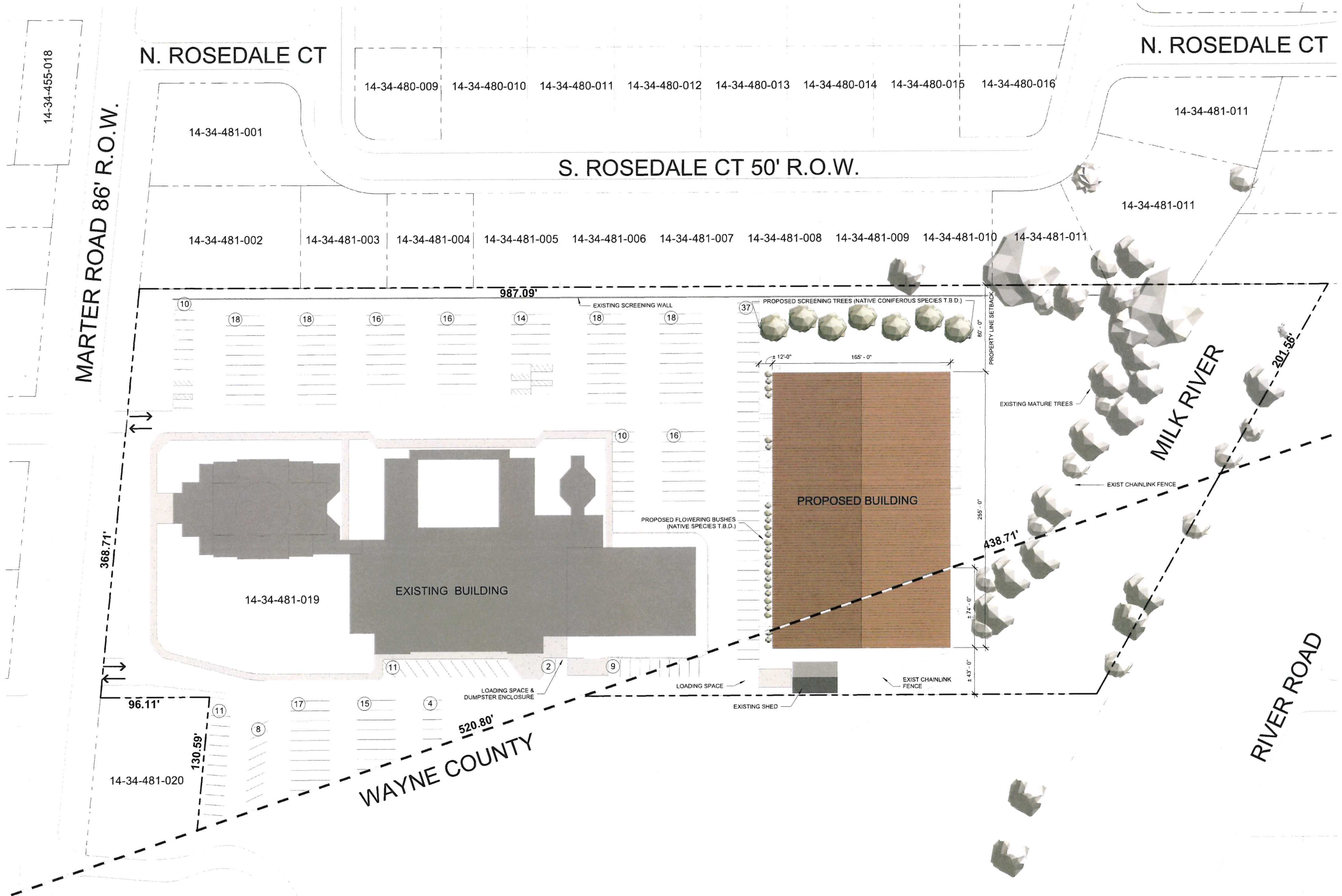
Key Plan:



Issued for
ZBA 10.22.25

Drawn by :
JWW
Checked by :
JAV
Sheet Title :
PRELIMINARY SITE PLAN

Project No. :
2024.154
Sheet No. :
A001



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Seal:



Project:
ASSUMPTION CHURCH
SPORTS FACILITY

21800 MARTER RD,
ST CLAIR SHORES, MI
48080

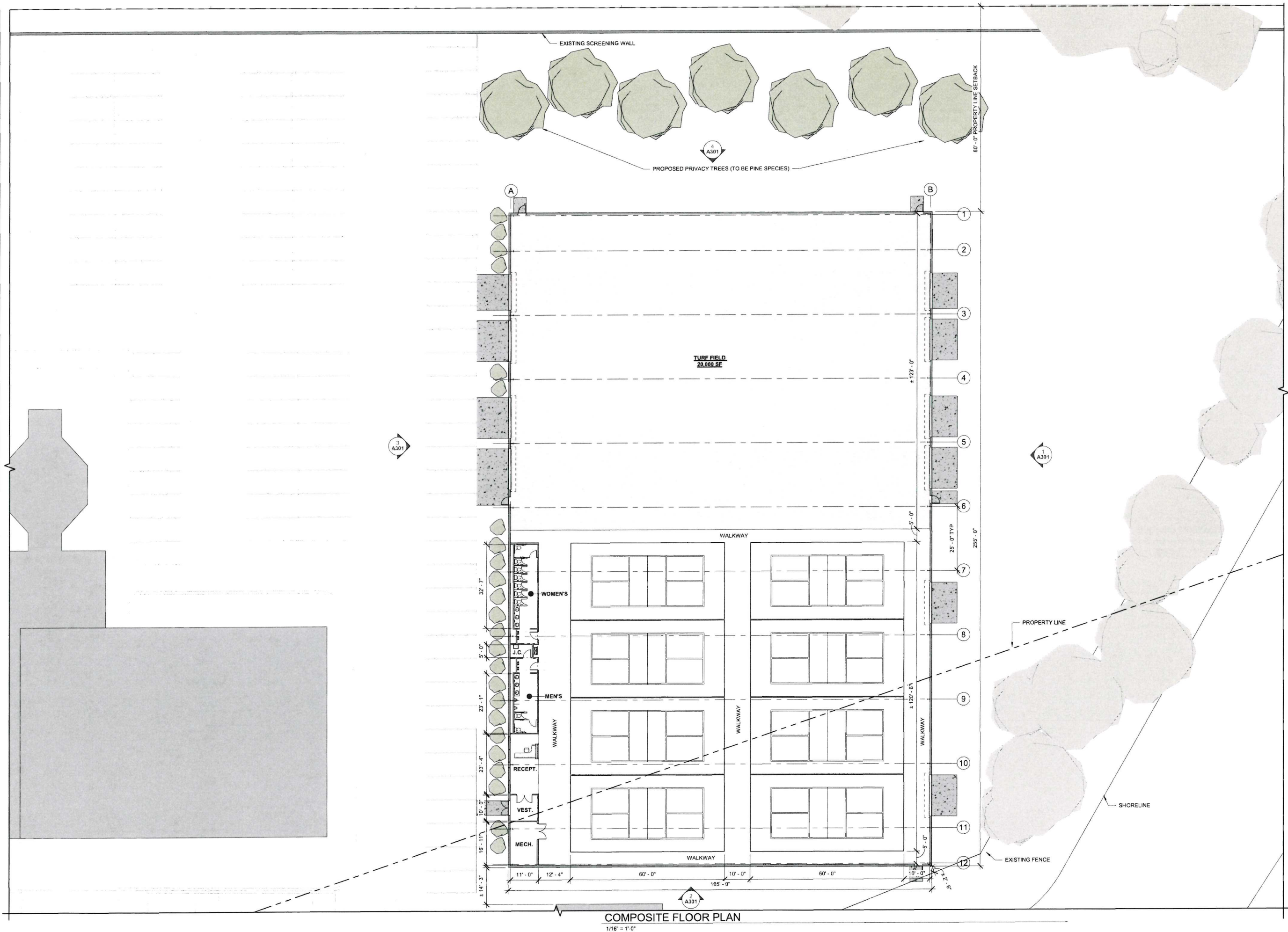
Key Plan:

Issued for
ZBA 10.22.25

Drawn by:
JWW
Checked by:
JAV
Sheet Title:
LANDSCAPE PLAN

Project No.:
2024.154

Sheet No.:
A010



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ROYAL OAK, MI 48067-0925
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Consultants

Seal:



Project :
ASSUMPTION CHURCH
SPORTS FACILITY

21800 MARTER RD,
ST CLAIR SHORES, MI
48080

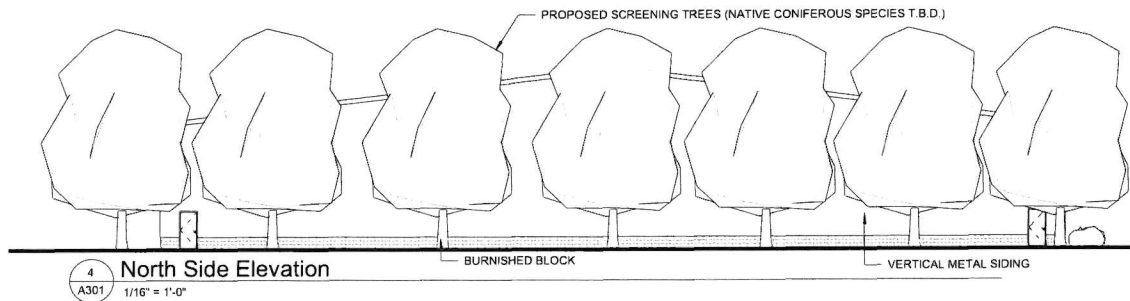
Key Plan:

Issued for
ZBA 10.22.25

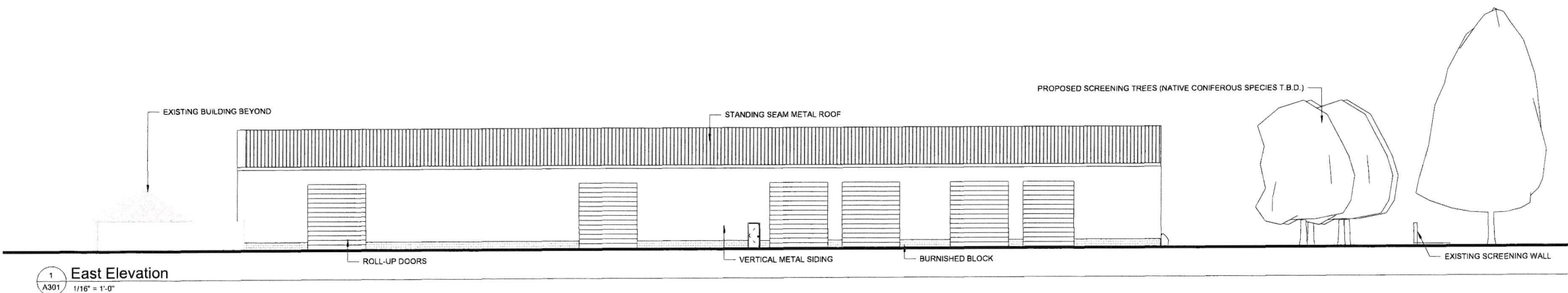
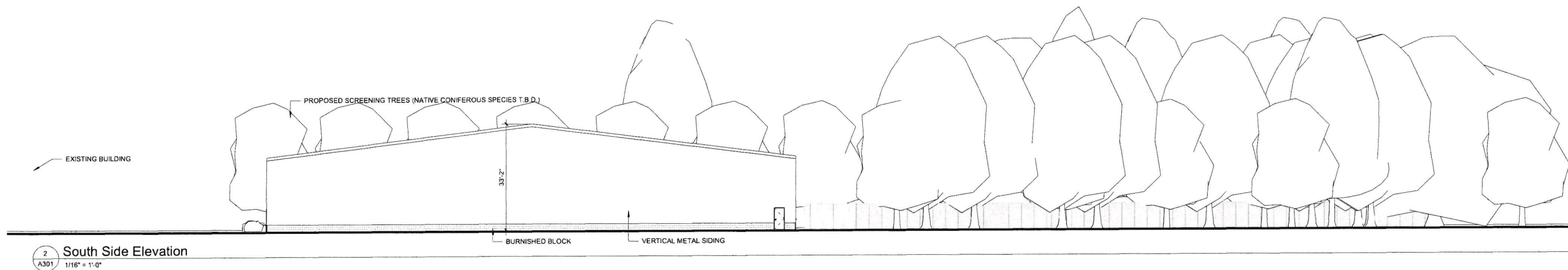
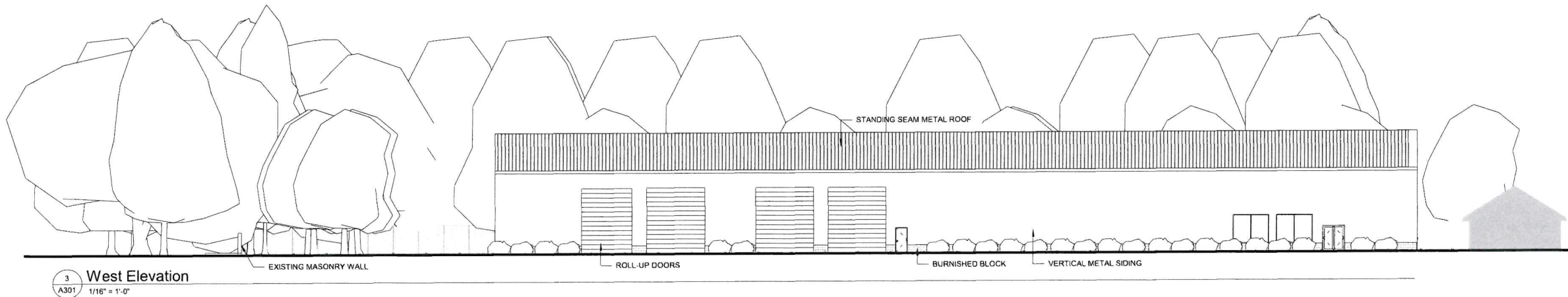
Drawn by :
JWW
Checked by :
JAV
Sheet Title :
COMPOSITE FLOOR PLAN

Project No. :
2024.154

Sheet No. :
A100



- BUILDING MATERIALS**
1. SPLITFACE CMU SKIRT @ 24" TALL (SURROUNDING BUILDING)
- COLOR TO MATCH EXISTING BUILDING
 2. STANDING SEAM METAL ROOF
- COLOR TO BE LIGHT TAN
 3. METAL SIDING
- COLOR TO MATCH MASONRY SKIRT



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Seal:



Project :
**ASSUMPTION CHURCH
SPORTS FACILITY**

21800 MARTER RD,
ST CLAIR SHORES, MI
48080

Key Plan:



Issued for
ZBA 10.22.25

Drawn by :
JWW

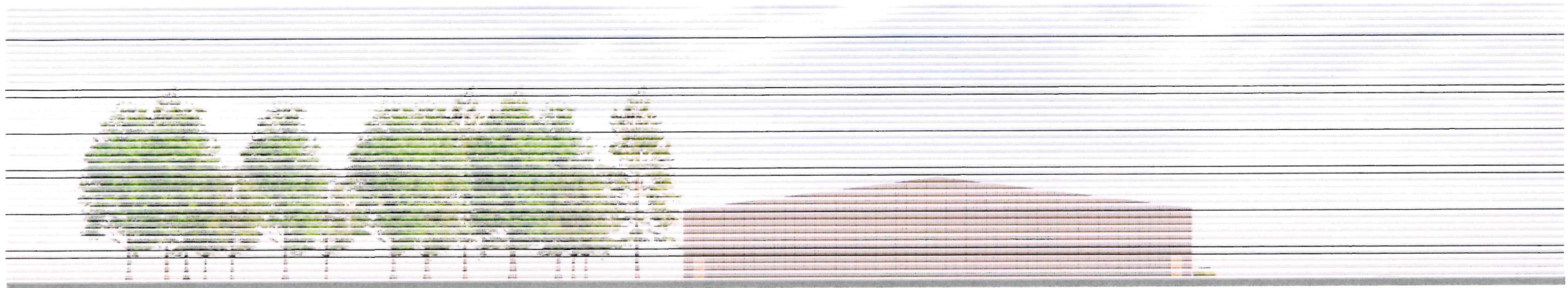
Checked by :
JAV

Sheet Title :
EXTERIOR ELEVATIONS

Project No. :
2024.154

Sheet No. :
A301

150



NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

BUILDING MATERIALS

- 1. SPLITFACE CMU SKIRT @ 24" TALL (SURROUNDING BUILDING)
 - COLOR TO MATCH EXISTING BUILDING
- 2. STANDING SEAM METAL ROOF
 - COLOR TO BE LIGHT TAN
- 3. METAL SIDING
 - COLOR TO MATCH MASONRY SKIRT



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Consultants

Seal:



Project :
ASSUMPTION CHURCH
SPORTS FACILITY

21800 MARTER RD,
ST CLAIR SHORES, MI
48080

Key Plan:



Issued for
ZBA 10.22.25

Drawn by :
AC, JWW
Checked by :
JAV, MJB
Sheet Title :
EXTERIOR ELEVATIONS-
MATERIAL

Project No. :
2024.154

Sheet No. :

A302

AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 21800 Marter Rd.
Rezoning from R3 to CF

State of Michigan)
) ss.
County of Wayne)

I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 12/16/2025 to the following property owners in accordance with the provisions of the 2017 City Code of Grosse Pointe Woods.

**Paul P. Antolin, MiPMC
City Clerk**

See attached document for complete list.

City of Grosse Pointe Woods, Michigan

Notice is hereby given that the Grosse Pointe Woods City Council, under the provisions of Public Act 110 of 2006, MCL 125.3101 as amended, and Grosse Pointe Woods City Code of 2022 Chapter 50, Article 7, Section 50-7.15, will hold three Public Hearings on Monday, January 5, 2026 at 7:00 p.m., at City Hall in the Council Chamber/Courtroom (located at 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236) for the purpose of considering the following applications, all of which are Map Amendments to the Zoning Map of the City's Zoning Ordinance:

Application #1: A rezoning of 1925, 1927, and 1929 Vernier Road (Parcel ID 007 99 0003 000) from RO-1, Restricted Office to C, Commercial Business.

Application #2: A rezoning of 21800 Marter Road (Parcel ID 001 99 0001 000) from R-3, Planned Multiple Family Residential to CF, Community Facilities.

Application #3: A conditional rezoning of 20160 Mack Avenue (Parcel ID 009 01 0001 000) from RO-1, Restricted Office to C, Commercial Business (conditionally).

Additionally, Notice is hereby given that the City Council will be considering the above proposed three (3) rezoning requests for a second reading/final adoption at the same meeting scheduled on Monday, January 5, 2026 at 7:00 p.m.

All interested persons are invited to attend and will be given opportunity for public comment. The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's Office (cityclerk@gpwm.us), up to close of business preceding the hearing. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Grosse Pointe Woods Clerk's Office at 313-343-2440 seven days prior to the meeting. The agenda and pertinent documents will be available at www.gpwm.us. For additional project information, contact the Building and Planning Department at 313-343-2426 or e-mail building@gpwm.us.

Paul P. Antolin
City Clerk

The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's office, up to the close of business preceding the hearing. A group spokesperson is encouraged on agenda items concerning organized groups. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Grosse Pointe Woods Clerk's Office at 313 343-2440 seven days prior to the meeting.

**21800 MARTER ROAD
GPW SCS PARCELS**

Tax ID	Name	Address	City	State	Zip
14-34-480-014	ACCARDO, MARIA	23131 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-479-006	ADAMS, ERIC/GRACE	23124 ALGER LN	ST. CLAIR SHORES	MI	48080
14-34-456-039	ADAMS, JOSEPH W.	23013 ST. JOAN ST	ST. CLAIR SHORES	MI	48080
14-34-483-001	ALLEN, ETHAN/ELIZABETH	21917 RIVER RD	ST. CLAIR SHORES	MI	48080
14-34-481-010	ALLOR, ANGELA F/RICHARD W	23142 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-479-014	ALUIA, SALVATORE/JOSEPH P.	23190 ALGER LN	ST. CLAIR SHORES	MI	48080
002 11 0113 004	ANDARY, RAYMOND	995 BRIARCLIFF DR	GROSSE POINTE WOODS	MI	48236
14-34-481-019	ASSUMPTION GREEK ORTHODOX CHURCH	21800 MARTER RD	ST. CLAIR SHORES	MI	48080
001 99 0001 000	ASSUMPTION GREEK ORTHODOX CHURCH	21800 MARTER RD	GROSSE POINTE WOODS	MI	48236
002 11 0121 002	BARRETT, MATTHEW L	21861 RIVER RD	GROSSE POINTE WOODS	MI	48236
14-35-357-014	BESHKE, ERIN/THOMAS	23243 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-456-041	BRADFORD, BRADFORD	23025 ST. JOAN ST	ST. CLAIR SHORES	MI	48080
14-34-481-013	BURNS, JANICE/RICHARD T. - TRUST	23160 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
002 03 0007 000	BUSH, PHILLIP-JILL (TRUST)	1053 MOORLAND DR	GROSSE POINTE WOODS	MI	48236
002 05 0001 002	BUYLE, SARAH M	21803 RIVER RD	GROSSE POINTE WOODS	MI	48236
14-35-357-001	CAIN, LISA RENEE/TYE, RHONDA GAYLE	23248 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-454-039	CALABRO, BERNARD/GILDA	23007 ROSEDALE ST	ST. CLAIR SHORES	MI	48080
14-34-457-012	CARROLL, STEVEN/MELANIE	22942 ST. JOAN ST	ST. CLAIR SHORES	MI	48080
14-35-357-015	CASTRONOVA, FRANK/CAROL	23249 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-481-007	CAVANAGH, CHRISTOPHER/SUZANNE	23124 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-455-040	CELMER, MARY J./ROBERT A.	23007 AVALON ST	ST. CLAIR SHORES	MI	48080
002 03 0005 000	CHAPEL, JONATHAN-KYLIE LEE	21737 RIVER RD	GROSSE POINTE WOODS	MI	48236
14-34-455-036	CHAPMAN, CAROL	21900 BRADFORDS CT	ST. CLAIR SHORES	MI	48080
001 99 0003 702	CHARTER COUNTY OF WAYNE	500 GRISWOLD, 14TH FLOOR	DETROIT	MI	48226
001 99 0003 702	CHARTER COUNTY OF WAYNE	1190 PARKWAY DR	GROSSE POINTE WOODS	MI	48236
14-34-457-018	CHETCUTI, DAVID LOUIS	23018 ST. JOAN ST	ST. CLAIR SHORES	MI	48080
14-34-455-033	CHOJNACKI, ANTOINETTE	21901 BRADFORDS CT	ST. CLAIR SHORES	MI	48080
14-34-454-021	CIAFFONE, MICHAEL S.	23012 ALGER ST	ST. CLAIR SHORES	MI	48080
14-35-358-003	CISCHKE, KATHERINE/MATTHEW	921 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
001 99 0003 701	CITY OF GROSSE POINTE WOODS	1200 PARKWAY DR	GROSSE POINTE WOODS	MI	48236
001 99 0003 701	CITY OF GROSSE POINTE WOODS	20025 MACK PLAZA DR.	GROSSE POINTE WOODS	MI	48236
14-34-479-011	COLLINS, MARISA/TIMOTHY	23154 ALGER LN	ST. CLAIR SHORES	MI	48080
14-34-457-015	COOK, JENNIFERL/KIRK M	23000 ST. JOAN ST	ST. CLAIR SHORES	MI	48080

21800 MARTER ROAD

GPW SCS PARCELS

14-34-483-006	COUGHLIN, BENJAMIN T	21893 RIVER RD	ST. CLAIR SHORES	MI	48080
14-34-457-017	CRESSMAN, NICHOLAS/HANNAH	23012 ST. JOAN ST	ST. CLAIR SHORES	MI	48080
14-34-480-011	D'AGOSTINO, ALFRED	23113 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-455-038	DALLAS, GEORGE/SUZANNE	21909 MARTER RD	ST. CLAIR SHORES	MI	48080
14-34-480-005	DANIELLE WAY REV TRUST	23124 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-480-012	D'ANNA, MARY/SALVATORE	23119 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
002 03 0006 001	DAVIS, DOUGLAS - CHAPLOW, ANGELA	21771 RIVER RD	GROSSE POINTE WOODS	MI	48236
002 11 0117 000	DECKER, MARY LISA	1006 MOORLAND DR	GROSSE POINTE WOODS	MI	48236
14-34-454-041	DELIA, VITO/BARBARA	23019 ROSEDALE ST	ST. CLAIR SHORES	MI	48080
14-34-456-018	DELISE, CHRISTINE A.	23000 AVALON ST	ST. CLAIR SHORES	MI	48080
14-34-456-021	DEMICK, MARC/PIEPENBROK, SARAH	23020 AVALON ST	ST. CLAIR SHORES	MI	48080
14-34-455-017	DHEMBO, GENTIANA/OLSI	23012 ROSEDALE ST	ST. CLAIR SHORES	MI	48080
14-34-483-003	DOHER, ROSE M	21901 RIVER RD	ST. CLAIR SHORES	MI	48080
14-34-481-002	DOHERTY, ROBERT J/HILL, ALICE H	21900 MARTER RD	ST. CLAIR SHORES	MI	48080
14-34-456-022	ECONOMOU, HELENE L.	23024 AVALON ST	ST. CLAIR SHORES	MI	48080
14-34-456-022	ECONOMOU, HELENE L.	603 ANITA AVE.	GROSSE POINTE WOODS	MI	48236
14-34-455-032	EL BEMUS, LAURA LIN	22949 AVALON ST	ST. CLAIR SHORES	MI	48080
14-35-357-002	EL MASRI, DANA	23254 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-455-034	EPINOSA, JAIME/MARIA CARLA	21911 BRADFORDS CT	ST. CLAIR SHORES	MI	48080
14-34-456-038	FREEMAN, SHANNON LEA	23007 ST. JOAN ST	ST. CLAIR SHORES	MI	48080
14-34-482-002	FRONTCAZAK II, NICHOLAS/COURTNEY	22001 RIVER RD	ST. CLAIR SHORES	MI	48080
14-34-482-001	FRONTCAZAK, DONNA E/NICHOLAS J	22011 RIVER RD	ST. CLAIR SHORES	MI	48080
14-34-483-005	FUNK, ROBERT P/VICTORIA L	21897 RIVER RD	ST. CLAIR SHORES	MI	48080
14-34-454-038	GALVIN, ALEXANDER M / STEPHANIE J.	23001 ROSEDALE ST	ST. CLAIR SHORES	MI	48080
14-34-479-010	GENIS, CLARA ILONA	23148 ALGER LN	ST. CLAIR SHORES	MI	48080
14-34-483-002	GODSALVE, EDWARD/POMPEO, MARY	21911 RIVER RD	ST. CLAIR SHORES	MI	48080
14-35-358-001	HADDAD, DIANE M	23250 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-479-008	HAKIM, DONNA L - TRUST	23136 ALGER LN	ST. CLAIR SHORES	MI	48080
14-34-456-020	HARVEY, RONNIE D/ROGERS, JILL A	23012 AVALON ST	ST. CLAIR SHORES	MI	48080
14-34-454-023	HIRST, ALEXIS M	22015 MARTER RD	ST. CLAIR SHORES	MI	48080
14-34-479-017	HISON, ROBERT A. &	22000 MARTER RD	ST. CLAIR SHORES	MI	48080
14-34-480-003	HORNOK, JENNIFER	23112 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-481-004	INGER, DAMARIS/DOUGLAS/RICHMOND	23106 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-35-357-003	JARAKI, ALEXANDER M	23260 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080

*

21800 MARTER ROAD

GPW SCS PARCELS

14-34-479-016	JOHNSON, PAMALA	22010 MARTER RD	ST. CLAIR SHORES	MI	48080
14-34-454-037	JOLLIFFE, BRYCE	22979 ROSEDALE ST	ST. CLAIR SHORES	MI	48080
14-34-455-011	JONES, EVAN / LISA	22960 ROSEDALE ST	ST. CLAIR SHORES	MI	48080
14-34-456-015	JSR REAL ESTATE HOLDINGS LLC	22942 AVALON ST	ST. CLAIR SHORES	MI	48080
14-34-456-015	JSR REAL ESTATE HOLDINGS LLC	17401 MACK AVE.	DETROIT	MI	48224
14-34-455-018	KAHLICH, JULIA PARINDA/PARINDA	23018 ROSEDALE ST	ST. CLAIR SHORES	MI	48080
14-34-454-022	KARAM, DARGHAM	22035 MARTER RD	ST. CLAIR SHORES	MI	48080
14-34-479-028	KEFALLINOS, JOHN/MARY	23167 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-480-008	KELLY, JAMES B	23142 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-455-041	KENDRICK, BETHANN	23013 AVALON ST	ST. CLAIR SHORES	MI	48080
14-34-479-012	KERBY, JOHN H	23160 ALGER LN	ST. CLAIR SHORES	MI	48080
001 08 0124 002	KIM JAE SUK & JUNG HEE	21889 RIVER RD	GROSSE POINTE WOODS	MI	48236
14-34-483-007	KIM, JAE S.	21889 RIVER RD	ST. CLAIR SHORES	MI	48080
14-34-456-035	KLEISINGER, JACOB	22949 ST. JOAN ST	ST. CLAIR SHORES	MI	48080
14-34-481-009	LADEMANN, MICHELLE	23136 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-456-040	LANE, FRANKLIN/L.	23019 ST. JOAN ST	ST. CLAIR SHORES	MI	48080
14-34-455-035	LAZAR, EDVARD ROOVEL/ELIZABETH C	21910 BRADFORDS CT	ST. CLAIR SHORES	MI	48080
002 99 0001 000	LEGACY OAKS LLC	20250 HARPER AVE	DETROIT	MI	48225
002 99 0001 000	LEGACY OAKS LLC	850 BRIARCLIFF DR	GROSSE POINTE WOODS	MI	48236
14-34-481-001	LEITER, SHARON M/THOMAS W	21910 MARTER RD	ST. CLAIR SHORES	MI	48080
14-34-455-039	LEMANSKI, CHRISTINE M/SCOTT D	23001 AVALON ST	ST. CLAIR SHORES	MI	48080
14-34-479-025	LITZAN, DEBRA A/THOMAS E	23143 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-455-015	LOPICCOLO, DEBORAH/PAULINE	23000 ROSEDALE ST	ST. CLAIR SHORES	MI	48080
14-34-481-012	LOUWERS, KEVIN/MARY E	23154 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-479-015	MAGUET, IRENE E.	23200 ALGER LN	ST. CLAIR SHORES	MI	48080
14-34-480-004	MALASKI, THOMAS/JANET	23118 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
002 11 0119 000	MAMMEN, ROLF E	1036 MOORLAND DR	GROSSE POINTE WOODS	MI	48236
14-34-479-021	MASCIA, LOUIS A./ANN MARIE	23119 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-35-355-009	MCINTYRE, KATELYN/WILLIAM	23209 ROBERT JOHN RD	ST. CLAIR SHORES	MI	48080
14-34-479-013	MCKENNA, JAMES/SUZANNE	23166 ALGER LN	ST. CLAIR SHORES	MI	48080
14-34-479-005	MEGARGLE, ROBERT	23118 ALGER LN	ST. CLAIR SHORES	MI	48080
14-34-479-003	METHNER, PATRICIA/ROB	23106 ALGER LN	ST. CLAIR SHORES	MI	48080
002 05 0002 002	MICHAEL, JACQUELYNN ANGELOS ANASTAS	21837 RIVER RD	GROSSE POINTE WOODS	MI	48236
14-34-457-013	MINNE, JAMES R.	22948 ST. JOAN ST	ST. CLAIR SHORES	MI	48080

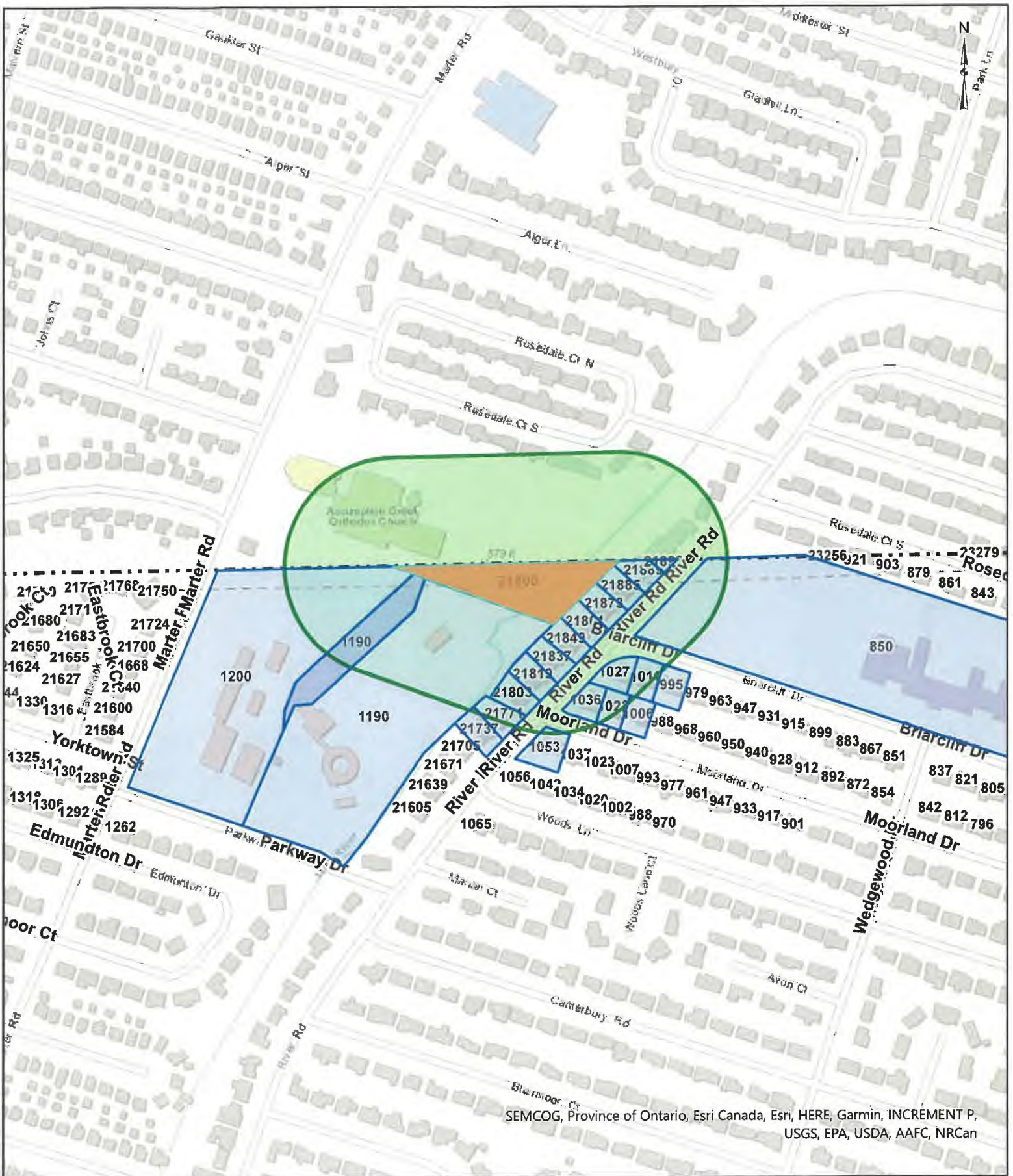
21800 MARTER ROAD

GPW SCS PARCELS

14-34-480-009	MOODY, SHARILYN M - TRUST	23101 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
002 11 0123 002	MOORE, MICHAEL	21885 RIVER RD	GROSSE POINTE WOODS	MI	48236
14-34-479-027	MOORE, SHEILA M.	23155 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-479-007	MOROSKI, BRIAN/CHRISTINE	23130 ALGER LN	ST. CLAIR SHORES	MI	48080
14-34-479-004	MULFORD, CAROLYN L	23112 ALGER LN	ST. CLAIR SHORES	MI	48080
14-34-481-005	ODREN, BENJAMIN/ODREN, THOMAS	23112 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-455-031	OSTERMAN, JAMES/K	22943 AVALON ST	ST. CLAIR SHORES	MI	48080
14-34-481-003	PAGANO, CATHLEEN	23100 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-481-006	PALMER, TERRY	23118 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-455-014	PARISH, GEORGE J. /KRISTIN	22978 ROSEDALE ST	ST. CLAIR SHORES	MI	48080
002 11 0122 002	PURRENHAGE, EDWARD C & SUSAN K	21873 RIVER RD	GROSSE POINTE WOODS	MI	48236
14-34-455-037	RASZEWSKI, HUBERT D	21911 MARTER RD	ST. CLAIR SHORES	MI	48080
14-34-455-037	RASZEWSKI, HUBERT D	1930 N. CONNECTICUT AVE.	ROYAL OAK	MI	48073
14-34-480-001	REECE, JODIE	23100 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-479-019	RHEAUME, BETSEY A/TIMOTHY J	23107 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-454-035	RIBCO, ALEC/MANCINI, DOREEN	22967 ROSEDALE ST	ST. CLAIR SHORES	MI	48080
14-34-479-001	ROBERTS, DOLORES G.	22030 MARTER RD	ST. CLAIR SHORES	MI	48080
14-34-455-043	ROTTIER, ROSALYN/ROSS E	23025 AVALON ST	ST. CLAIR SHORES	MI	48080
14-34-479-026	RUSIE, CANDICE B.	23149 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-456-017	RYDZEWSKA, MALGORZATA	22954 AVALON ST	ST. CLAIR SHORES	MI	48080
14-34-480-006	SAFADI, GEORGE/JANET	23130 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-35-358-002	SANDERSON, STEVEN/KIMBERLY - TRUST	23256 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-35-356-024	SCALABRINO, JESSICA/SWEENEY, SHAWN	23245 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-455-013	SCHUELER, JESSICA ELYSE	22972 ROSEDALE ST	ST. CLAIR SHORES	MI	48080
14-34-479-023	SCHULTZ, MARY K - TRUST	23131 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-457-014	SEGAL, DAVID L.	22954 ST. JOAN ST	ST. CLAIR SHORES	MI	48080
14-34-481-008	SERRAIOCCO, FRANK	23130 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-484-001	SETTERS, CAROLYN R/JOSEPH P	23242 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-479-024	SKORUPSKAS, ALGIS/BARBARA	23137 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
002 11 0118 000	SOARES, PRAKASH MARK	1022 MOORLAND DR	GROSSE POINTE WOODS	MI	48236
14-34-481-020	SOUTHEAST MACOMB SANITARY DISTRICT	20780 MARTER RD	ST. CLAIR SHORES	MI	48080
14-34-455-042	SPANGLER, VICTORIA	23019 AVALON ST	ST. CLAIR SHORES	MI	48080
14-34-480-007	STAPLETON, CAROLYN	23136 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-480-015	SUMNIK, ALEXANDRA	23137 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080

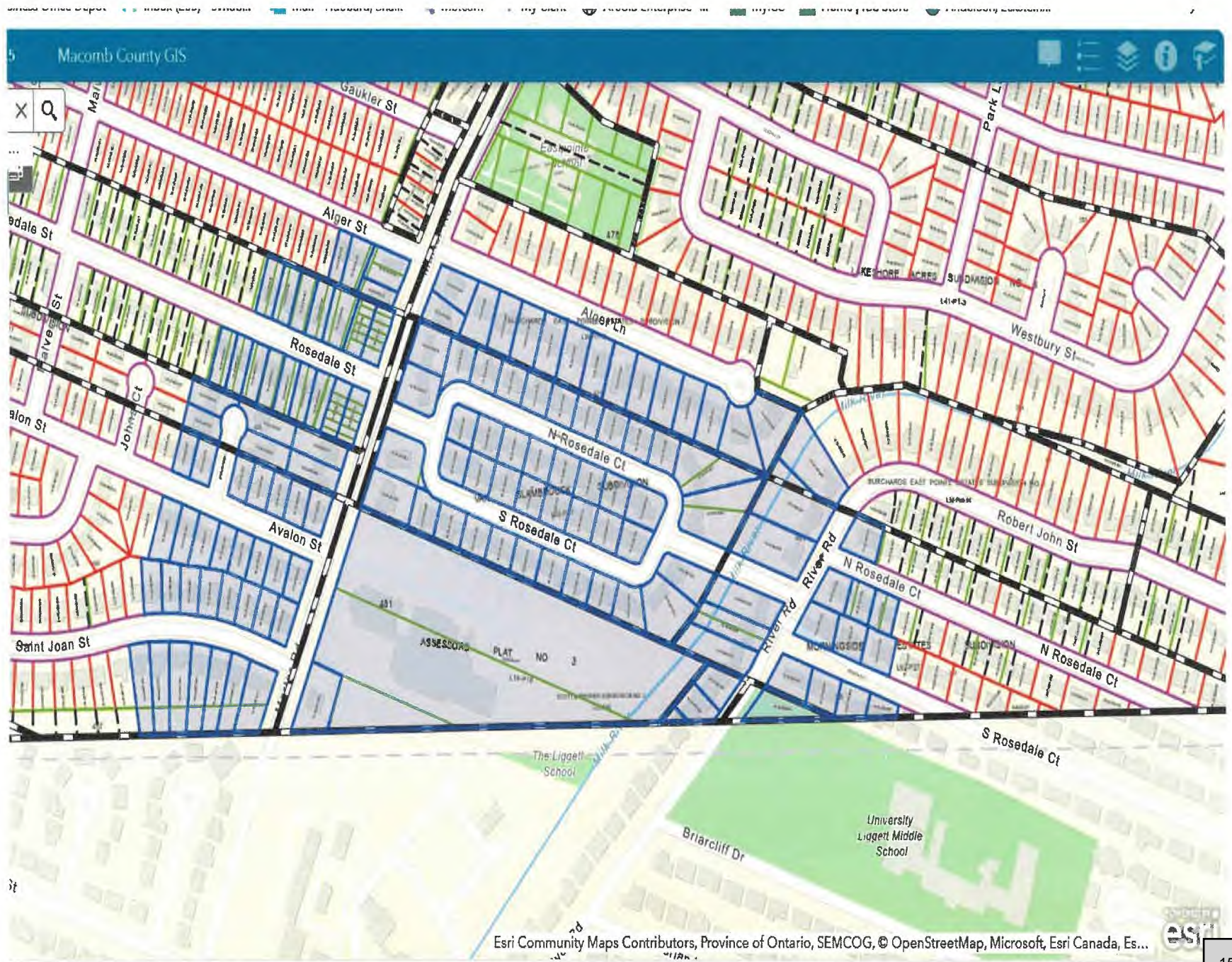
**21800 MARTER ROAD
GPW SCS PARCELS**

14-34-454-020	SURINCK, JAMES J	23006 ALGER ST	ST. CLAIR SHORES	MI	48080
14-34-479-002	SWOVELAND, PATRICIA	22020 MARTER RD	ST. CLAIR SHORES	MI	48080
14-34-455-010	SZYMANSKI, PATRICIA	22954 ROSEDALE ST	ST. CLAIR SHORES	MI	48080
14-34-480-016	TAYLOR, JOHN/KELLI	23143 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
002 11 0116 000	THIBAUT, CHARLES - KATHLEEN A.	1027 BRIARCLIFF DR	GROSSE POINTE WOODS	MI	48236
14-35-357-016	THOMAS JR., JOHN/PAULETTE C.	23255 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-481-011	THURSAM, JANET M/WALTER F	23148 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-454-040	TOBIAS, JASON A	23013 ROSEDALE ST	ST. CLAIR SHORES	MI	48080
14-34-480-002	TOREY, JAMES THOMAS / KRISTEN M	23106 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
002 11 0120 002	TRIANGLE, JOSEPH	21849 RIVER RD	GROSSE POINTE WOODS	MI	48236
002 05 0001 003	TRINGALE, THERESA A	21819 RIVER RD	GROSSE POINTE WOODS	MI	48236
14-34-456-042	TURSKEY, EMILY/JACOB	23031 ST. JOAN ST	ST. CLAIR SHORES	MI	48080
14-34-480-013	VANDEGRAAF, MARY CATHERINE	23127 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-479-009	VANDERVOORT, ROBERT	23142 ALGER LN	ST. CLAIR SHORES	MI	48080
001 08 0125 001	VANSTON, KATHLEEN L	21893 RIVER RD	ST. CLAIR SHORES	MI	48236
14-34-479-018	VICTOR, MATTHEW/MARY BETH	23101 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
002 11 0115 002	VIKRAMAN VALSALA TRUST (95% / 5%)	1011 BRIARCLIFF DR	GROSSE POINTE WOODS	MI	48236
14-34-456-036	WAGNER, MARY ANN/JOHN B	22955 ST. JOAN ST	ST. CLAIR SHORES	MI	48080
14-34-479-020	WALKER, SANDRA J.	23113 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-480-010	WALTERS, THOMAS	23107 S ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-457-016	WALTON, NICOLE	23006 ST. JOAN ST	ST. CLAIR SHORES	MI	48080
14-34-455-016	WATT, DANIEL P.	23006 ROSEDALE ST	ST. CLAIR SHORES	MI	48080
14-34-479-022	WEGRZYNOWICZ, ANN M	23125 N ROSEDALE CT	ST. CLAIR SHORES	MI	48080
14-34-456-016	WEIR, ANDREA	22948 AVALON ST	ST. CLAIR SHORES	MI	48080
14-34-454-036	WISNIEWSKI, HARRY/SHARON-TRUSTEES	22973 ROSEDALE ST	ST. CLAIR SHORES	MI	48080
14-34-456-019	WITMER, JEANNETTE M/JOHN W	23006 AVALON ST	ST. CLAIR SHORES	MI	48080
14-34-456-037	ZAREMBA, DEBRORAH	23001 ST. JOAN ST	ST. CLAIR SHORES	MI	48080
14-34-455-012	ZIEMBA, SARAH / ZACHARY	22966 ROSEDALE ST	ST. CLAIR SHORES	MI	48080
	MICHIGAN CONSOLIDATED GAS CO./D.T.E. PLANNING DEPARTMENT	2000 SECOND AVENUE	DETROIT	MI	48226
	AMERITECH	444 MICHIGAN AVENUE	DETROIT	MI	48226



21800 MARTER RD.

21800 Marter Rd.



AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

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

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

CITY OF GROSSE POINTE WOODS

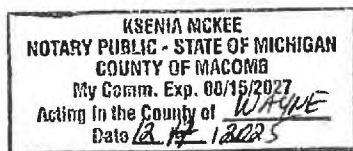
was duly published in accordance with instructions, In the GROSSE POINTE NEWS on
the following date: DECEMBER 18, 2025

#2 GPW 12/18 PHN VERNIER, MARTER

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

Melanie Mahoney
K. J. Kee

Notary Public



4D | SPORTS

HITS & HIGHLIGHTS

Whether it's games, meets or matches, school fall sports in the Pointes are in full swing and the Grosse Pointe News is here to bring you all the action. Some of the week's biggest hits and highlights from include:

SOUTH
BASEBALL HALL OF FAME

Grosse Pointe South baseball will host its 3rd Annual Hall of Fame Induction Ceremony Friday, Jan. 23, at the Assumption Cultural Center in St. Clair Shores. The 2026 honorees include Ed Wernert, Tom Temrowski and the entire 2001 Division 1 state championship team in honor of its 25th anniversary.

The evening will be hosted by Fox 2's Ryan Ermanni. Tickets are \$85 and include dinner and an open bar. For more information, contact Southdugoutclubpresident@gmail.com.

GIRLS VARSITY
BASKETBALL

Grosse Pointe South varsity girls basketball earned its second win of the season Monday, Dec. 15, beating Lakeview on the road 53-41. Morgan Duff led the way with 21 points, and Evie Baer added 17. The Blue Devils return home Thursday, Dec. 18, to host Roseville. Tip-off is scheduled for 7 p.m.

Grosse Pointe North's varsity girls basketball team earned a pair of wins in its first two games of the season last week. The Norsemen defeated Utica 54-25 last Tuesday, Dec. 9, with senior Eva Borowski scoring 27 points in the season-opener. The team then went on to earn a 38-23 victory against University Liggett School Thursday, Dec. 11. Borowski once again led the way with 21 points. North hosted Chippewa Valley after press time Wednesday, Dec. 17. The team plays its final game before the holidays Friday, Dec. 19, traveling on the road to take on L'Anse Creuse North.



PHOTO BY MIKE ADZIMA
Eva Borowski

HALL OF FAME
INDUCTION 2026

Hall Of Fame Induction Honoring:

The 2001 Division 1 State Championship Team,
Ed Wernert* & Thomas Temrowski '79

*posthumous induction

MC for the evening: Ryan Ermanni '97

Friday, January 23, 2026
Assumption Cultural Center
21800 Marter Road
St. Clair Shores, MI

Tickets \$85 (Dinner & Open Bar)

\$600 Buys a Table for 8!

12 and under \$40

2 and under free

Doors & Bar Open at 6:15 pm

Dinner 7 pm

Induction 8 pm

Please reach out to Southdugoutclubpresident@gmail.com

with any questions

Hold or scan QR code to purchase tickets

BOYS VARSITY
HOCKEY

Grosse Pointe South varsity boys hockey suffered another loss Saturday, Dec. 13, falling to Canton 9-4. Liam O'Donoghue, Charlie Bunn, Brewer Puma and Will Gryzenia all scored for the Blue Devils in the loss. South hosted Chippewa Valley after press time Tuesday, Dec. 16, in its last game before the holiday break.

City of Grosse Pointe Farms, Michigan
EXHIBIT ANOTICE OF INTENT TO ISSUE BONDS
BY THE CITY OF GROSSE POINTE FARMS, MICHIGAN

NOTICE IS HEREBY GIVEN that the City of Grosse Pointe Farms, County of Wayne, Michigan (the "City"), intends to issue limited tax general obligation bonds, in one or more series, in the aggregate principal amount of not to exceed \$12,000,000 for the purpose of defraying part of the cost of capital improvements consisting of the construction of a new municipal swimming pool and bathhouse, demolition of certain existing recreational structures, installation of new hardscape and landscape elements, parking lot improvements, site utility improvements and accessibility improvements, as well as all work, equipment and appurtenances necessary or incidental to such improvements. The balance of the cost of the improvements shall be paid with other funds legally available to the City.

The bonds of each series will be payable in annual principal installments not to exceed thirty (30) in number and will bear interest at rates to be determined at a competitive or negotiated sale but in no event to exceed such rates as may be permitted by law.

The bonds will be issued under and pursuant to the provisions of the Charter of the City of Grosse Pointe Farms, Act 279, Public Acts of Michigan, 190, as amended, and Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), and the full faith and credit of the City will be pledged to pay the principal of and interest on the bonds as the same shall become due. The City will be obligated, as a first budget obligation, to advance moneys from its general funds or to levy ad valorem taxes on all taxable property within its corporate boundaries to pay the principal of and interest on the bonds as the same shall become due. Taxes levied by the City for the payment of such principal and interest will be subject to applicable constitutional, statutory and charter limitations.

RIGHT TO PETITION FOR REFERENDUM

This notice is given, by order of the City Council of the City of Grosse Pointe Farms, to and for the benefit of the electors of the City of Grosse Pointe Farms in order to inform them of their right to petition for a referendum upon the question of the issuance of the aforesaid bonds. The bonds will be issued, without submitting such a question to a vote of the electors, unless within 45 days after the date of publication of this notice a petition requesting a referendum upon such question, signed by not less than 10% or 15,000 of the registered electors in the City of Grosse Pointe Farms, whichever is the lesser, shall have been filed with the undersigned City Clerk. In the event that such a petition is filed, the bonds will not be issued unless and until the issuance thereof shall have been approved by the vote of a majority of the electors of the City of Grosse Pointe Farms qualified to vote and voting thereon at a general or special election.

FURTHER INFORMATION

Further information relative to the issuance of said bonds and the subject matter of this notice may be secured at the office of the City Clerk of the City of Grosse Pointe Farms, 90 Kerby Road, Grosse Pointe Farms, Michigan 48236.

This notice is given pursuant to the provisions of Act 279, Public Acts of Michigan, 1909, as amended.

Derrick Kozick, Clerk
City of Grosse Pointe Farms

GPN: 12/16/2025

Score big
points this
Christmas

If your son or daughter, coach, teammate, friend, or neighbor appeared in the Grosse Pointe News sports pages this year, we have the perfect holiday gift.

Visit the Grosse Pointe News gift shop to purchase a custom PDF featuring your favorite athlete, team, or coach for \$25, or choose a framed version for \$50. Each PDF includes only the story and photos—no ads or page jumps—designed for a clean look.

It's an easy, meaningful way to celebrate your athlete, coach, or team this holiday season.

Grosse
Pointe
News

Scan the
code to
order yours
today!



City of Grosse Pointe Woods, Michigan

Notice is hereby given that the Grosse Pointe Woods City Council, under the provisions of Public Act 110 of 2006, MCL 125.3101 as amended, and Grosse Pointe Woods City Code of 2022 Chapter 50, Article 7, Section 50-7.15, will hold three Public Hearings on Monday, January 5, 2026 at 7:00 p.m., at City Hall in the Council Chamber/Courtroom (located at 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236) for the purpose of considering the following applications, all of which are Map Amendments to the Zoning Map of the City's Zoning Ordinance:

Application #1: A rezoning of 1925, 1927, and 1929 Vernier Road (Parcel ID 007 99 0003 000) from RO-1, Restricted Office to C, Commercial Business.

Application #2: A rezoning of 21800 Marter Road (Parcel ID 001 99 0001 000) from R-3, Planned Multiple Family Residential to CF, Community Facilities.

Application #3: A conditional rezoning of 20160 Mack Avenue (Parcel ID 009 01 0001 000) from RO-1, Restricted Office to C, Commercial Business (conditionally).

Additionally, Notice is hereby given that the City Council will be considering the above proposed three (3) rezoning requests for a second reading/final adoption at the same meeting scheduled on Monday, January 5, 2026 at 7:00 p.m.

All interested persons are invited to attend and will be given opportunity for public comment. The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's Office (cityclerk@gpwmn.us), up to close of business preceding the hearing. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Grosse Pointe Woods Clerk's Office at 313-343-2460 seven days prior to the meeting. The agenda and pertinent documents will be available at www.gpwmn.us. For additional project information, contact the Building and Planning Department at 313-343-2426 or e-mail building@gpwmn.us.

GPN: 12/16/2025

Paul P. Antolin
City Clerk

Motion by Koester, seconded by Brown, regarding **First Reading: Conditional Rezoning (Map Amendment) Review #2 – 20160 Mack Avenue (RO-1, Restricted Office District to C, Commercial Business District, Conditionally)** that City Council concur with the City Planner's and Planning Commission's recommendations and approve the first reading of the ordinance and zoning map amendment for the proposed conditional rezoning at 20160 Mack Avenue from the RO-1, Restricted Office District to the C, Commercial Business District (Conditionally), based on the following findings of fact and set a date of January 5, 2026 (confirm if there is a quorum), for a public hearing and second reading/final adoption, and to authorize the City Clerk to publish same by title in the Grosse Pointe News:

- a. *This rezoning and proposed development is consistent with numerous goals from the 2024 Master Plan, including Goal #1 - Housing: Provide a range of housing choices for all ages, abilities, and incomes; Goal #2 – Economic Development: Elevate Mack Avenue as a thriving, vibrant commercial corridor that meets the daily needs of residents and is a destination for visitors; and Goal # 3 – Community Character: Strengthen sense of place, identity, and character throughout the City and its neighborhoods.*
- b. *This rezoning brings the site closer to the intentions of the 2024 Master Plan's Future Land Use Plan, which designates the site as "Corridor Mixed Use".*
- c. *The uses permitted in the C, Commercial Business District, including a mix of retail, office, restaurant, and residential uses, are generally compatible with the commercial nature of Mack Avenue surrounding this property. The applicant must provide appropriate buffering between adjacent properties of dissimilar zoning, per the requirements of the Ordinance, during the site plan review process.*
- d. *While the Voluntary Conditions offered by the applicant place an additional limitation on the type of future occupancy, i.e.: "The property shall be limited to one potential "quick services restaurant" with no drive-through and shall not exceed 3,200 square feet", restaurants are subject to the City's Special Land Use process. Should a restaurant be proposed in the future, an additional public hearing and review of the specific use (including maximum occupancy, square footage, available parking, loading, etc.) will be evaluated for compliance with the Zoning Ordinance.*
- e. *The site meets all Zoning Ordinance dimensional requirements of the C, Commercial Business District. The rezoning allows for a buildable lot and does not create a non-conformity.*
- f. *The rezoning is not anticipated to significantly alter traffic generation in the area. The proposed uses are anticipated to generate comparable amounts of traffic to that of an operating medical office, and pedestrian and non-motorized transportation safety is expected to be improved through sidewalk connectivity and the reduction of a driveway.*
- g. *The design of the building follows traditional, high quality architectural design which is encouraged by the Zoning Ordinance and is largely compatible with the Mack Avenue Corridor and surrounding neighborhoods.*

COUNCIL MINUTES EXCERPT
12-15-25

Motion carried by the following vote:

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

No: None

Absent: Granger

Councilmember Koester was supportive of the proposed housing and updates included with the revised development and felt it would benefit the community. He thanked the residents for their concerns and feedback.

MOTION by Fuller, seconded by Marx, that the Planning Commission recommend the Conditional Rezoning of 20160 Mack Avenue from RO-1, to C, to City Council for approval based on the following proposed conditions in the Buccellato Development letter dated September 30, 2025:

1. Limitation on type of occupancy – The property shall be limited to one potential “quick service restaurant” with no drive through and shall not exceed 3,200 square feet.
2. Residential Use – we are committed to a second-story residential use consisting of up to seven (7) apartment units.
3. Hours of Operation – the restaurant shall operate approximately between the hours of 6:00 a.m. and 10:00 p.m. Hard liquor sales or service shall not be permitted.
4. Setbacks – Setbacks shall be as shown on Site Plan A-1.
5. Provide Dust Mitigation Plan at time of construction.
6. Construction Hours per city of GPW City Ordinances.

And based on the following findings of facts:

- a. This rezoning and proposed development is consistent with numerous goals from the 2024 Master Plan, including Goal #1 - Housing: Provide a range of housing choices for all ages, abilities, and incomes; Goal #2 – Economic Development: Elevate Mack Avenue as a thriving, vibrant commercial corridor that meets the daily needs of residents and is a destination for visitors; and Goal # 3 – Community Character: Strengthen sense of place, identity, and character throughout the City and its neighborhoods.
- b. This rezoning brings the site closer to the intentions of the 2024 Master Plan’s Future Land Use Plan, which designates the site as “Corridor Mixed Use”.
- c. The uses permitted in the C, Commercial Business District, including a mix of retail, office, restaurant, and residential uses, are generally compatible with the commercial nature of Mack Avenue surrounding this property. The applicant must provide appropriate buffering between adjacent properties of dissimilar zoning, per the requirements of the Ordinance, during the site plan review process.
- d. While the Voluntary Conditions offered by the applicant place an additional limitation on the type of future occupancy, i.e.: “The property shall be limited to one potential “quick services restaurant” with no drive through and shall not exceed 3,200 square feet”, restaurants are subject to the City’s Special Land Use process. Should a restaurant be proposed in the future, an additional public hearing and review of the specific use (including maximum occupancy, square footage, available parking, loading, etc.) will be evaluated for compliance with the Zoning Ordinance.
- e. The site meets all Zoning Ordinance dimensional requirements of the C, Commercial Business District. The rezoning allows for a buildable lot and does not create a non-conformity.

PLANNING COMMISSION EXCERPT

12-9-25 - Pg. 2 of 2

- f. The rezoning is not anticipated to significantly alter traffic generation in the area. The proposed uses are anticipated to generate comparable amounts of traffic to that of an operating medical office, and pedestrian and non-motorized transportation safety is expected to be improved through sidewalk connectivity and the reduction of a driveway.
- g. The design of the building follows traditional, high quality architectural design which is encouraged by the Zoning Ordinance and is largely compatible with the Mack Avenue Corridor and surrounding neighborhoods.

Motion carried by the following vote:

YES: Ellis, Fenton, Fuller, Hamborsky, O'Keefe, Marx

NO: None

ABSENT: Gilezan, Schulte, Vitale



MCKENNA

November 13, 2025

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

Subject: 20160 Mack Avenue: Conditional Rezoning (Map Amendment), Review #2
Parcel ID: 009-01-0001-000
Current Zoning: RO-1, Restricted Office District
Proposed Rezoning: C, Commercial Business District (Conditionally)

Dear Commissioners,

We have reviewed a Conditional Rezoning application submitted by Stucky Vitale Architects on behalf of Buccellato Development, LLC. The applicant proposes to conditionally rezone 20160 Mack from the RO-1, Restricted Office District to the C, Commercial Business District. The updated conditions proposed by the applicant are provided in their *Statement of Voluntary Conditions*.

The subject site is located on Mack Avenue between Oxford and S. Renaud. The existing building will be demolished and replaced with a two-story, mixed-use building. The first floor is approximately 8,800 sq. ft. for tenants across office, retail, or personal service establishments, and the second floor will have up to seven residential units.



HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
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Conditional Rezoning Review

#1: MASTER PLAN AND FUTURE LAND USE CLASSIFICATIONS

Will the proposed amendment further the comprehensive planning goals and policies of the City and is the proposed amendment consistent with the Future Land Use Map of the Master Plan?

Findings: Alignment and harmony with the recently adopted Master Plan is achieved with this rezoning.

First, this rezoning is consistent with numerous goals from the 2024 Master Plan, as follows:

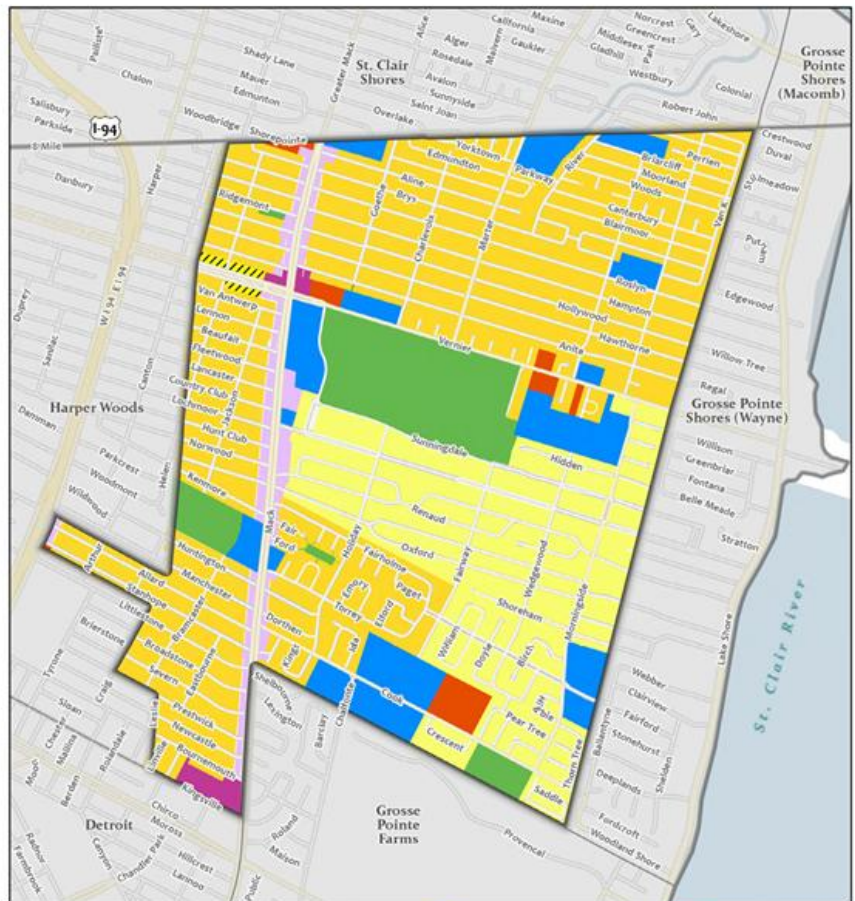
- **Goal #1 - Housing: Provide a range of housing choices for all ages, abilities, and incomes.** The applicant proposes a two-story, mixed-use building with multi-family residential units on the top floor. This proposed use brings housing diversity to the heart of Grosse Pointe Woods' downtown, within walking distance to daily amenities. Offering high-quality housing options can bring young professionals and growing families to the City, who might not be ready to purchase a traditional, detached home.
- **Goal #2 – Economic Development: Elevate Mack Avenue as a thriving, vibrant commercial corridor that meets the daily needs of residents and is a destination for visitors.** The applicant proposes a high-quality, aesthetically rich development that will attract both new businesses and foot traffic to Mack Avenue. The 2024 Master Plan specifically calls out the potential for mixed-use developments for revitalizing Mack Avenue and in promoting housing readiness. In particular, the Master Plan notes that “Mixed use developments often include greater density housing types with neighborhood scale commercial goods and services to serve the residents therein and could be an appropriate option along Mack Avenue. Mixed use developments are particularly amenable to the needs of seniors and children who often do not drive, by providing increased accessibility and opportunities for walkability that are not present in other areas of the City, further away from Mack Avenue.” (pg. 28).
- **Goal # 3 – Community Character: Strengthen sense of place, identity, and character throughout the City and its neighborhoods.** The applicant proposes to use brick and other high-quality building materials that complement existing structures on the Mack Avenue corridor and in the surrounding neighborhoods, which aligns with Goal #3's stated objective to “Maintain quality building materials and design throughout the City.”

Second, this rezoning is consistent with the 2024 Master Plan's Future Land Use Map, which designates this area as *Corridor Mixed Use*.

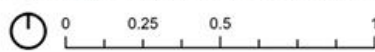
This is described in the text of the Master Plan as, “*This land use designation includes retail, restaurant, personal service, and office establishments which are designed for the day-to-day needs of nearby residents and are found along the Mack Avenue corridor and along its easternmost boundary of Harper Avenue that extends one-and-a-half blocks between Stanhope Street and just north of Allard Avenue. These facilities are intended to be located in close proximity to residential neighborhoods but with adequate buffering. These land uses equate to the City's C Commercial zoning district, P Parking district and some areas zoned RO-1 Restricted Office*”.



MAP 2. Future Land Use Map



Data Sources: Future Land Use: Grosse Pointe Woods, Roads: SEMCOG, ©2024 Giffels Webster



- Single Family Low Density
- Single Family Medium Density
- Two Family
- Planned Multi-Family
- Regional Business
- Institutional
- Parks and Recreation
- Corridor Mixed Use

giffels
webster

FUTURE LAND USE GROSSE POINTE WOODS

2024 GROSSE POINTE WOODS MASTER PLAN | 65

The 2024 Master Plan's Future Land Use Map (Pg 65 of Master Plan).



#2: INTENT AND USES OF THE ZONING ORDINANCE

Is the request in accordance with the basic intent and purpose of the Zoning Ordinance?

The basic intent and purpose of the Zoning Ordinance is to provide regulations on the uses of land and structures to promote and protect the public health, safety, and general welfare of the Grosse Pointe Woods community.

The chart below details the existing land use, current zoning, and the 2024 Master Plan Future Land Use designations:

Location	Existing Land Use	Zoning Districts	Future Land Use Designation (2024 Master Plan)
Subject Site	Neurology Office	RO-1, Restricted Office	Corridor Mixed Use
North	Bank Office	RO-1, Restricted Office	Corridor Mixed Use
South	Dentist	RO-1, Restricted Office	Corridor Mixed Use
East	Single-Family Residential	R1-D / R1-B, One-Family Residential	Single Family Low Density
West	Orthodontics Office / Fitness Facility / Jewelers	C, Commercial Business	Corridor Mixed Use

Findings: Intent Statements. The Zoning Ordinance is intended to ensure harmonious, thoughtfully planned development – and this requires an understanding of the *purpose statements* and *permitted uses* in the two applicable districts, as detailed below. To summarize, the C, Commercial District is intended to promote economic development in condense ways that serve neighboring communities with services as well as residential employment opportunities, and to reduce strip business development as well as any hazards of nuisances from any business operations.

Purpose Statement: Section 50-3.1.L: RO-1, Restricted Office	Purpose Statement: Section 50-3.1.J: C, Commercial Business
<i>“The RO-1 restricted office district is intended to permit those office and restricted business uses which will provide opportunities for local employment close to residential areas, thus reducing travel to and from work; which will provide clean, modern office buildings in landscaped settings; which will provide, adjacent to residential areas, appropriate districts for uses which do not generate large volumes of traffic, traffic congestion and parking problems; and which will promote the most desirable use of land in accordance with the city’s land use plan.”</i>	<i>“The C commercial business district is intended to be that permitting retail business and service uses which are needed to serve the nearby residential areas. In order to promote such business development insofar as it is possible and appropriate in each area, uses are prohibited which would create hazards, offensive and loud noises, vibration, smoke, glare, heavy truck traffic or late hours of operation. The intent of this district is also to encourage the concentration of local business areas to the mutual advantage of both the consumers and merchants and thereby promote the best use of land at certain strategic locations and avoid the continuance of encouraging marginal strip business development along major streets.”</i>



Findings: Allowable Uses. The uses permitted in the C, Commercial Business District include a mix of retail, office, restaurant, and residential uses, which are generally compatible with the commercial nature of Mack Avenue surrounding this property. While the property abuts two residential properties, the applicant has noted that buffering will be provided, per the requirements of the Grosse Pointe Woods City Ordinance. The associated site plan applications details that this proposed screening includes three new trees along the east side of the site, as well as a 5-foot stepped masonry screening wall with a decorative stone cap.

Further, the applicant has offered the voluntary condition of only one ground-floor “quick service” restaurant or food service use, which will operate approximately between the hours of 6:00am and 11:00pm, and will not include any liquor sales or service. These voluntarily offered conditions are intended to mitigate any potential adverse impact from noise and other nuisances.

#3: SPECIFIC ZONING ORDINANCE CRITERION

Could all requirements in the proposed zoning classification be complied with on the subject parcel?

Findings: Dimensional Requirements.

The project’s compliance with dimensional standards will be further explored during the site plan review stage. However, the table below demonstrates that the proposed use can feasibly comply with the basic dimensional standards of the C, Commercial Business District. The table below demonstrates the requirements under the proposed C, Commercial Business District, and the dimensions proposed by the applicant in their corresponding Site Plan application.

Zoning Ordinance Standard	C, District Requirement Details	Required	Proposed	Notes
Max. Lot Area	None	None	0.758 acres	Complies
Max Lot Width	None	None	Mack Avenue: Approximately 134.63ft	Complies
Max Lot Coverage	None	None	Approximately 33,007 sq. ft.	Complies
Min. Front Setback (West)	No front yard is permitted where the property use is for the purposes specified in section 50-4.9 retail businesses and business offices.	0 ft.	0 ft.	Complies
Min. Side Setback (North / South)	In the Commercial Business District, no side yard is required on the street side of corner lots.	0 ft.	0 ft.	Complies



Zoning Ordinance Standard	C, District Requirement Details	Required	Proposed	Notes
Min. Rear Setback (East)	Rear yards are not required along interior rear lot lines for buildings or parts of buildings not used as dwellings, if all walls abutting or facing such lot lines are of fireproof construction and wholly without windows or other openings; provided that in all cases where the rear wall is not of fireproof construction a rear yard shall be provided, and provided further that, in all cases where the rear wall is of fireproof construction and contains windows or other openings (other than emergency exits or vents), either a rear yard or an outer court as specified in subsection I shall be provided.	8 ft.	140 ft.	Complies
Max. Building Height	2 stories, 28 ft.	2 stories, 28 ft.	2 stories, 28 ft.	Complies

The site meets all requirements of the C, Commercial Business District. Such a rezoning allows for a buildable lot and does not create a new non-conformity.

Findings: Parking and Circulation.

Currently the Site Plan indicates a total of 7 residential units on the second floor, as well as 4 ground floor commercial tenant spaces. At this time, one-bedroom dwelling unit parking requirements apply; however, if the residential units change in size/type, the appropriate parking requirements would apply. The specific uses of the proposed commercial tenants have not yet been identified, and the parking requirements for those specific uses will apply once specific tenants seek to lease the space. At this time, general retail parking requirements are applied.

Use Type	Number of Off-Street Parking Spaces Required		Number of Off-Street Parking Spaces Provided	Number of Parking Spaces within 500 ft.	Total Parking Spaces Available (on- and off-site) within 500 ft.
Multi-family Residential	Two for each efficiency or one-bedroom dwelling unit = 14 spaces	Total: 58 spaces required	45 spaces in lot	18 parking spaces on the East side of Mack Ave.	63 parking spaces (excluding S. Renaud)
Retail	One for each 200 square feet of gross floor area = 44 spaces			+ 14 parking spaces on S. Renaud	77 parking spaces total (including S. Renaud)

The site, and the surrounding 500-foot parking radius, offer flexibility in the variety of uses that could ultimately be proposed on this site. Each end user will be evaluated during the site plan phase, should this conditional rezoning be approved.



As detailed on the site plan, the proposed parking spaces comply with the minimum required dimensions of 9 ft. by 19 ft., and a 12 ft. by 50 ft. loading zone is proposed (in compliance).

Lastly, Section 50-5.3(U) requires that parking lots provide traffic lane markings to indicate entrances and exits, and to provide for the safe and orderly movement of vehicles. These required traffic lane markings are depicted on the plans. This includes markings on the ingress/egress from S. Renaud Road and on Oxford Road, as well as within the parking lot itself, as well as the inclusion of signage to bar turns onto the adjoining residential streets.

The applicant also submitted a Traffic Study, as is required for Conditional Rezoning Applications. A trip generation comparison was performed, indicating that the proposed development is comparable to the current use (medical office building) of the project site. Note that while the current medical office building is vacant, a fully operational medical office building would generate traffic comparable to estimates provided in the applicant's trip generation comparison.

The Traffic Study also sought to explore questions of pedestrian safety in the context of the new development. Sidewalks are currently provided along both sides of Mack Avenue, S. Renaud Road, and Oxford Road, and are proposed internal to the site. The Study explains that *"the proposed development includes the removal of one (1) of the existing driveways on Oxford Road, which will reduce the number of conflict points between motorized vehicles and pedestrian / bicycle traffic, thereby improving non-motorized safety"*.

Findings: Architecture and Building Design:

The proposed building will be primarily composed of high-quality brick with dark grey aluminum accents, with additional glass windows on the top and bottom floor facade. The design of the building follows traditional, high quality architectural design which is encouraged by the Zoning Ordinance.

The architectural design features and requirements will be further reviewed during the Site Plan Review process. At this time, the proposed architectural elements are in line with the traditional, timeless design style of the Mack Avenue corridor and of surrounding residential neighborhoods.



For landscaping, the applicant proposes ornamental grasses and grass lawns adjacent to the proposed building, as well as four new planted trees. A screening wall is proposed along the eastern side of the property, where the site abuts two residential properties. Currently, the screening wall proposed at the east side of the site exceeds maximum height restrictions. To reach compliance with the screening wall requirements, the applicant would need to reduce the masonry wall height to 4 feet or submit for and receive a variance for a taller masonry wall. The screening of the subject site will be determined during the site plan review process.



Conclusions

PROCESS

Following consideration of public comments received during the Public Hearing, the Planning Commission has the following available motions when considering a map amendment (rezoning):

- *Recommendation to the City Council for approval of the rezoning; or*
- *Recommendation to the City Council for denial of the rezoning.*
- *Table the application.*

In the case of approval or denial, the Commission must specify the findings of fact which the decision is based upon.

RECOMMENDATION

It is recommended that the conditional rezoning (map amendment) to the C, Commercial Business District at 20160 Mack Avenue be recommended for approval to the City Council, based on the following findings of fact:

- This rezoning and proposed development is consistent with numerous goals from the 2024 Master Plan, including Goal #1 - Housing: Provide a range of housing choices for all ages, abilities, and incomes; Goal #2 – Economic Development: Elevate Mack Avenue as a thriving, vibrant commercial corridor that meets the daily needs of residents and is a destination for visitors; and Goal # 3 – Community Character: Strengthen sense of place, identity, and character throughout the City and its neighborhoods.*
- This rezoning brings the site closer to the intentions of the 2024 Master Plan's Future Land Use Plan, which designates the site as "Corridor Mixed Use".*
- The uses permitted in the C, Commercial Business District, including a mix of retail, office, restaurant, and residential uses, are generally compatible with the commercial nature of Mack Avenue surrounding this property. The applicant must provide appropriate buffering between adjacent properties of dissimilar zoning, per the requirements of the Ordinance, during the site plan review process.*
- While the Voluntary Conditions offered by the applicant place an additional limitation on the type of future occupancy, i.e.: "The property shall be limited to one potential "quick services restaurant" with no drive-through and shall not exceed 3,200 square feet", restaurants are subject to the City's Special Land Use process. Should a restaurant be proposed in the future, an additional public hearing and review of the specific use (including maximum occupancy, square footage, available parking, loading, etc.) will be evaluated for compliance with the Zoning Ordinance.*
- The site meets all Zoning Ordinance dimensional requirements of the C, Commercial Business District. The rezoning allows for a buildable lot and does not create a non-conformity.*
- The rezoning is not anticipated to significantly alter traffic generation in the area. The proposed uses are anticipated to generate comparable amounts of traffic to that of an operating medical office, and*



pedestrian and non-motorized transportation safety is expected to be improved through sidewalk connectivity and the reduction of a driveway.

- g. The design of the building follows traditional, high quality architectural design which is encouraged by the Zoning Ordinance and is largely compatible with the Mack Avenue Corridor and surrounding neighborhoods.

If you have further questions, please do not hesitate to contact us.

Respectfully submitted,

McKENNA

Ashley Jankowski, AICP
Associate Planner



09/30/2025

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

Re: 20160 Mack Ave.
Architects' Project No.: 2025.018

To Whom it May Concern,

Please find below a detailed written statement fully explaining the request to rezone the property at 20160 Mack Ave.

The existing zoning of the parcel at 20160 Mack Ave. is RO-1 and its current use is for a medical office. The request to rezone this parcel to C Commercial is to permit re-development of the site as a mixed use two-story building. The existing building and parking lot on site are currently in poor condition. The intent of the development group is to demolish the existing building and parking lot and construct a new building approximately 8,800 square feet and parking lot suitable for the proposed commercial and residential uses. The location and layout of ingress and egress on the southern property boundary will be modified to accommodate the new parking layout. There are no proposed changes to the existing property boundaries. All necessary steps will be taken to provide appropriate buffering between adjacent properties of dissimilar zoning per Grosse Pointe Woods City Ordinance. Additional details may be found in the drawings enclosed.

Sincerely,

John A. Vitale, AIA, NCARB

Enclosure: City Submittal Update Drawings

REZONING APPLICATION

- Page 1 of 2

Attach a detailed written statement fully explaining your request.

8. Present Use of Property: EXISTING MEDICAL OFFICE

9. Attach an Accurate Drawing of the Site Showing:

- a) Property boundaries
- b) Existing buildings
- c) Unusual physical features of the site or building
- d) Abutting streets
- e) Existing zoning on adjacent properties
- f) Location of buildings on adjacent properties

10. Names and Addresses of all other Persons, Firms or Corporations having a Legal or Equitable Interest in the Property:

N/A

Applicant must provide lease, purchase agreement or written authorization from Owner.

DECLARATION:

I, the applicant, do hereby declare that I am the owner, or the authorized agent of the owner, of the above, legally described property on which the request is proposed, and that the answers given herein are true to the best of my knowledge. I understand that if the request is granted, I am in no way relieved from all other applicable requirements of the City of Grosse Pointe Woods Zoning Ordinance.

By virtue of my application, I do hereby declare that the appropriate appointed officials and City staff responsible for the review of my application are given permission to visit and inspect the property regarding my petition in order to determine the suitability of the request.

Applicant Signature:  Date: 09/30/2025

Filing Fee: \$750.00 + Public Hearing Fee \$375



Date: 9/30/2025

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

Subject: Conditional Rezoning Request — Proposed Conditions

To Whom it May Concern,

On behalf of Buccellato Development and Mack & Oxford, LLC, we are submitting the following conditions in support of our request for conditional rezoning of the property located at 20160 Mack Ave. Grosse Pointe Woods, MI 48236.

1. Limitation on type of occupancy — The property shall be limited to one potential "quick service restaurant" with no drive through and shall not exceed 3,200 square feet.
2. Residential Use — We are committed to a second-story residential use consisting of up to seven (7) apartment units.
3. Hours of Operation — The restaurant shall operate approximately between the hours of 6:00 a.m. and 10:00 p.m. Hard liquor sales or service shall not be permitted.
4. Setbacks — Setbacks shall be as shown on Site Plan A-1.
5. Provide Dust Mitigation Plan at time of construction.
6. Construction Hours per city of GPW City Ordinances.

These conditions are proposed to ensure that the development remains compatible with the surrounding area and consistent with the intent of the GPW zoning ordinance.

Thank you for your review and consideration of this request.

Sincerely,
Justin A. Buccellato
Buccellato Development

MIXED-USE DEVELOPMENT

20160 Mack Ave, Grosse Pointe Woods, MI 48236

DEVELOPER

BUCCELLATO DEVELOPMENT
20259 MACK AVE, SUITE 2
GROSSE POINTE WOODS, MI 48236
(313) 300-7280

ARCHITECT

STUCKY VITALE ARCHITECTS
27172 WOODWARD AVENUE
ROYAL OAK, MICHIGAN 48067
(248) 546-6700

PROJECT INFORMATION

PROJECT DESCRIPTION

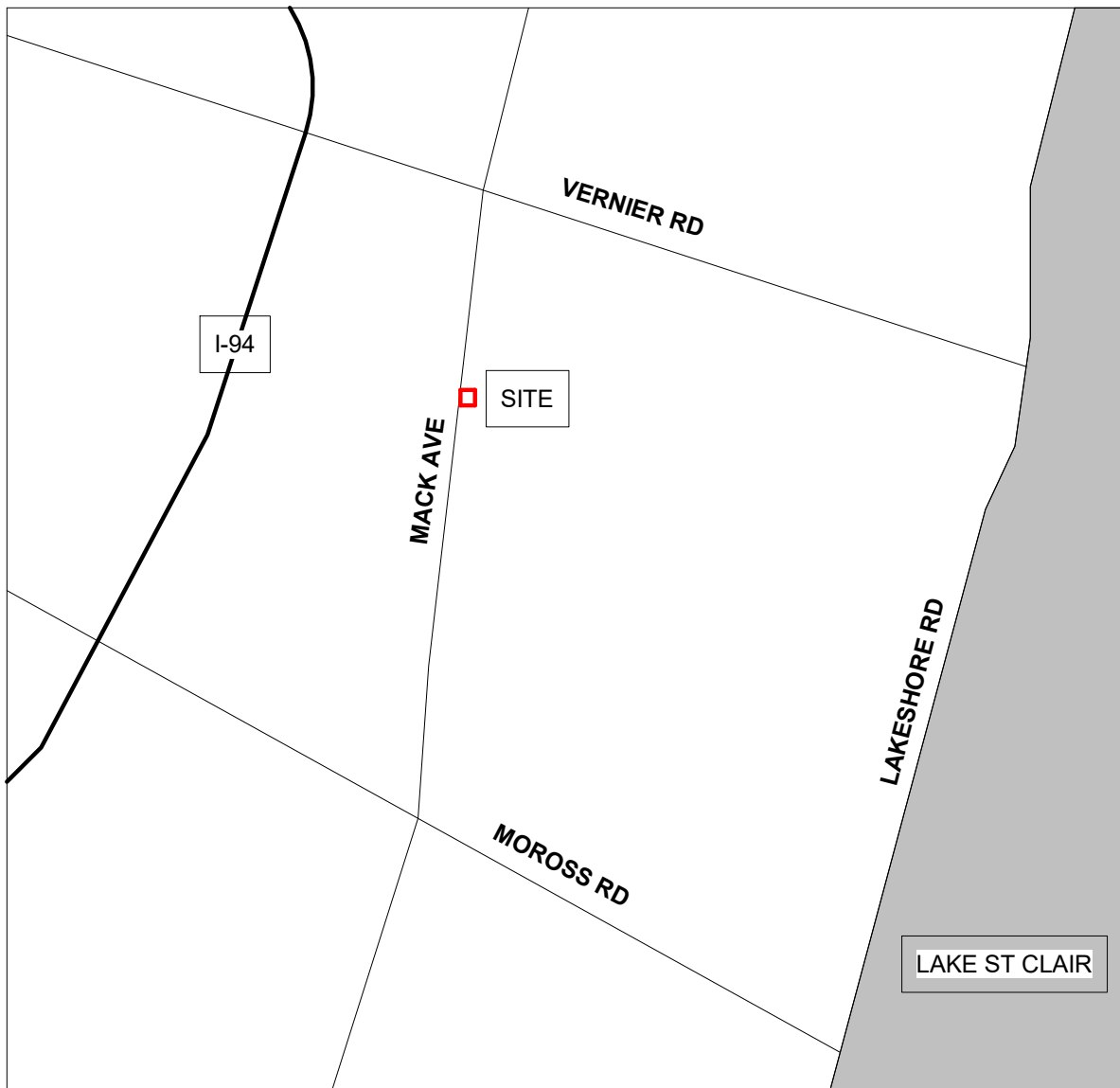
RE-DEVELOPMENT OF EXISTING SITE FOR MIXED USE, TWO-STORY.

DEMOLITION OF EXISTING STRUCTURE & CONSTRUCTION OF NEW MIXED USE DEVELOPMENT.

IMPROVEMENTS TO EXISTING SITE AND PARKING LOT.

SHEET INDEX - GENERAL			
DWG #	DRAWING NAME	ISSUED FOR	DATE
G1	COVER SHEET, GENERAL INFORMATION, DRAWING INDEX	CITY SUBMITTAL	09.30.25
DRAWINGS: 1			
SHEET INDEX - ARCHITECTURAL			
DWG #	DRAWING NAME	ISSUED FOR	DATE
A1	SITE PLAN + LANDSCAPE PLAN + DETAILS	CITY SUBMITTAL	09.30.25
A2	EXTERIOR ELEVATIONS + RENDERING	CITY SUBMITTAL	09.30.25
A3	FLOOR PLAN - GROUND LEVEL	CITY SUBMITTAL	09.30.25
A4	FLOOR PLAN - UPPER LEVEL	CITY SUBMITTAL	09.30.25
DRAWINGS: 4			
SHEET INDEX - REFERENCE			
DWG #	DRAWING NAME	ISSUED FOR	DATE
1 OF 1	PHOTOMETRIC PLAN	CITY SUBMITTAL	09.30.25
1 OF 1	ALTAINSPS LAND TITLE SURVEY	CITY SUBMITTAL	09.30.25
DRAWINGS: 2			

NOTE:
THESE CONSTRUCTION DRAWINGS WERE PREPARED FOR COMPLIANCE WITH THE MICHIGAN CONSTRUCTION CODES IN EFFECT AT THE TIME OF PERMIT SUBMITTAL. ALL ENGINEERS, CONTRACTORS AND SUPPLIERS INVOLVED WITH THIS PROJECT SHALL COMPLY WITH THE SAME CODES, ISSUED AND APPROVED CODE MODIFICATIONS AND/OR CITY CODE AUTHORITY. CONSTRUCTION BOARDS OF APPEALS RULINGS AND WHENEVER REQUIRED SHALL PROVIDE SHOP DRAWINGS AND SUBMITTALS CLEARLY DESCRIBING COMPLIANCE TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE FOR REVIEW AND APPROVAL.



VICINITY MAP
SCALE: N.T.S.



CONCEPTUAL RENDERING

SYMBOL LEGEND

	ENLARGED CALLOUT TAG
	INTERIOR ELEVATION TAG
	EXTERIOR ELEVATION TAG
	DETAIL NUMBER
	VIEW TITLE
	VIEW SCALE
	SHEET NUMBER

ROOM NAME

ROOM NAME	ROOM TAG
101	

FLOOR NAME	LEVEL REFERENCE
ELEV. 100'-0"	

	DATUM WORKPOINT
--	-----------------

	COLUMN GRIDS
	NUMBERS DESIGNATE VERTICAL COLUMN LINES
	LETTERS DESIGNATE HORIZONTAL COLUMN LINES
	SQUARE DESIGNATE EXISTING COLUMN GRID

DOOR TAGS

	NEW DOOR TAG DESIGNATION
	EXISTING DOOR TAG DESIGNATION (ONLY IF EXISTING DOOR TO BE MODIFIED)

PARTITION TAG

	KEYNOTE TAG
	EQUIPMENT TAG

	SHEET REF FOR DRAWING CONTINUATION
	MATCH LINE

ABBREVIATION LEGEND

& L @	AND ANGLE AT	± or 0	CENTERLINE DIAMETER PLUS OR MIN
ACCESS.	ACCESSIBILITY	N	NORTH
ACOUS.	ACOUSTICAL	NIC	NOT IN CONTRACT
ACT	ACOUSTICAL CEILING TILE	NOM	NOMINAL
A.D.	AREA DRAIN	NTS	NOT TO SCALE
ADJ	ADJUSTABLE	O/C	ON CENTER
A.F.F.	ABOVE FINISH FLOOR	OFC	OFFICE
AL	ALUMINUM	OPNG	OPENING
ANOD.	ANODIZED	OPP	OPPOSITE
ARCH.	ARCHITECTURAL or ARCHITECT	OVFD	OVERFLOW DRAIN
ASPH.	ASPHALT	PL	PLATE
BD.	BOARD	PLAM	PLASTIC LAMINATE
BF	BARRIER FREE	PLAS	PLASTER
BLDG.	BUILDING	PNT	PAINT
BL'G.	BLOCKING	PLYWD	PLYWOOD
BOT.	BOTTOM	PREFAB	PREFABRICATED
BR	BRICK	PFN	PREFINISH or PREFINISHED
CAB.	CABINET	PROJ	PROJECTION
CEM.	CEMENT	PT	POINT
C.J.	CONTROL JOINT	R.	RISER
CLG	CEILING	RCP	REFLECTED CEILING PLAN
C.F.M.F.	COLD FORMED METAL FRAMING	R.C.	ROOF CONDUCTOR
C.O.	CLEAN OUT	RD	ROOF DRAIN
CLO.	CLOSET	REINF	REINFORCING
CLR	CLEAR	REQ'D	REQUIRED
COL	COLUMN	RESIL	RESILIENT
CONC.	CONCRETE	RFG	ROOFING
C.G.	CORNER GUARD	RM	ROOM
CONST.	CONSTRUCTION	R.S.	ROOF SUMP
CONT.	CONTINUOUS	SAN	SANITARY
COR.	CORRIDOR	SC	SOLID CORE
CORR.	CORRUGATED	SCHED	SCHEDULE
CPT	CARPET	SHT	SHEET
C.T.	CERAMIC TILE	SIM	SIMILAR
CTSK.	COUNTER SUNK	SPEC	SPECIFICATIONS
CW	CURTAIN WALL	SO	SQUARE
D.F.	DRINKING FOUNTAIN	ST-STL.	STAINLESS STEEL
DET.	DETAIL	SS	SOLID SURFACE
DIA.	DIAMETER	ST	STONE
DIM.	DIMENSION	STD	STANDARD
DN.	DOWN	STL	STEEL
D.O.	DOOR OPENING	STN	STAIN
DR.	DOOR	STOR	STORAGE
D.S.	DOWN SPOUT	STRUCT	STRUCTURAL or STRUCTURE
DWG.	DRAWING	SUSP	SUSPENDED
DWR.	DRAWER	SYM	SYMMETRICAL
EA	EACH	T.	TREAD
E.J.	EXPANSION JOINT	T&B	TOP AND BOTTOM
EL.	ELEVATION	TERR.	TERRAZZO
ELEC.	ELECTRICAL	T.O.C.	TOP OF CURB
ELEV.	ELEVATOR	T&G	TONGUE AND GROOVE
E.O.S./EOS	EDGE OF SLAB	THK	THICK
E.O.D./EOD	EDGE OF DECK	THRES.	THRESHOLD
EP	ELECTRICAL PANEL	T.O.P.	TOP OF PARAPET
EPX	EPOXY	TA	TOILET ACCESSORY
EQ.	EQUAL	TV	TELEVISION
EQPM	EQUIPMENT	T.O.W.	TOP OF WALL
E.W.	EACH WAY	TOS / T.O.S.	TOP OF STEEL
EXIST. / EX	EXISTING	TYP.	TYPICAL
EXP.	EXPOSED	U/C	UNDERCUT
EXT.	EXTERIOR	U.N.O.	UNLESS NOTED OTHERWISE
FA	FIRE ALARM	U.S.K.	UTILITY SINK
FD	FLOOR DRAIN	V.B.	VAPOR BARRIER
FON	FOUNDATION	VCT	VINYL COMPOSITION TILE
FIRE	FIRE EXTINGUISHER	VERT.	VERTICAL
FEC	FIRE EXTINGUISHER CABINET	VEST	VESTIBULE
FHC	FIRE HOSE CABINET	VF	VINYL FLOORING
FIN	FINISH	V.I.F.	VERIFY IN FIELD
FL	FLOOR	W	WIDTH
F.O.	FACE OF	W/	WITH
F.O.S.	FACE OF STUD	WB	WALL BASE
FPRF	FIREPROOF	W.C.	WATER CLOSET
FR	FRAME	WC	WALLCOVERING
FRP	FIBERGLASS REINFORCED PANEL	WD	WOOD
FRT	FIRE RETARDANT TREATED	WO	WITHOUT
F.S.	FULL SIZE	WR	WATER RESISTANT
FT.	FOOT or FEET	WSCOT	WAINSCOT
FTG.	FOOTING	WT.	WEIGHT
FUR	FURRING	W.W.F.	WELDED WIRE FABRIC
GA.	GAUGE		
GALV.	GALVANIZED		
G.B.	GRAB BAR		
GFRC.	GLASS FIBER REINFORCED CONCRETE		
GL.	GLASS		
GYP.	GYP-SUM		
H.B.	HOSE BIBB		
H.C.	HOLLOW CORE		
HDWD	HARDWOOD		
HDWE	HARDWARE		
HM	HOLLOW METAL		
HORIZ.	HORIZONTAL		
HR	HOUR		
HGT	HEIGHT		
INSUL	INSULATION		
IMP	INSULATED METAL PANEL		
IMWP	INSULATED METAL WALL PANEL		
INT	INTERIOR		
J.C.	JANITOR'S CLOSET		
JOINT	JOINT		
KT.	KITCHEN		
LAV	LAVATORY		
LG	LENGTH		
L.L.V.	LONG LEG VERTICAL		
LT	LIGHT		
LVT	LUXURY VINYL TILE		
MAX	MAXIMUM		
MECH	MECHANICAL		
MTL	METAL		
MFR.	MANUFACTURER		
MIN.	MINIMUM		
MISC.	MISCELLANEOUS		
M.O.	MASONRY OPENING		

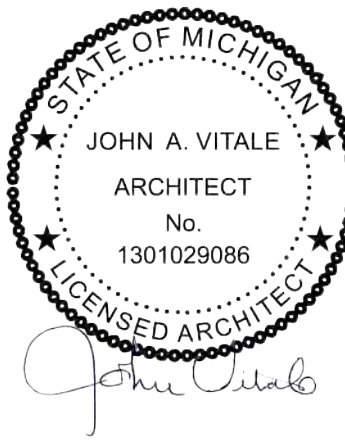


STUCKY VITALE ARCHITECTS
27172 WOODWARD AVENUE
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WWW.STUCKYVITALE.COM

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Consultants

Seal:

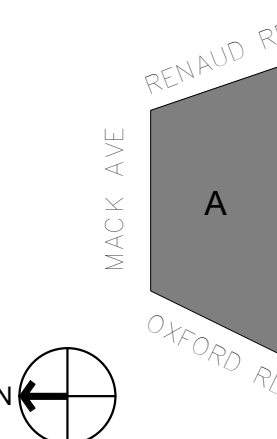


Project :

MIXED-USE DEVELOPMENT

20160 Mack Ave, Grosse Pointe Woods, MI 48236

Key Plan:



Issued for

CITY SUBMITTAL 09.30.25

Drawn by :

JPM

Checked by :

JAV

Sheet Title :

COVER SHEET, GENERAL INFORMATION, DRAWING INDEX

Project No. :

2025.018

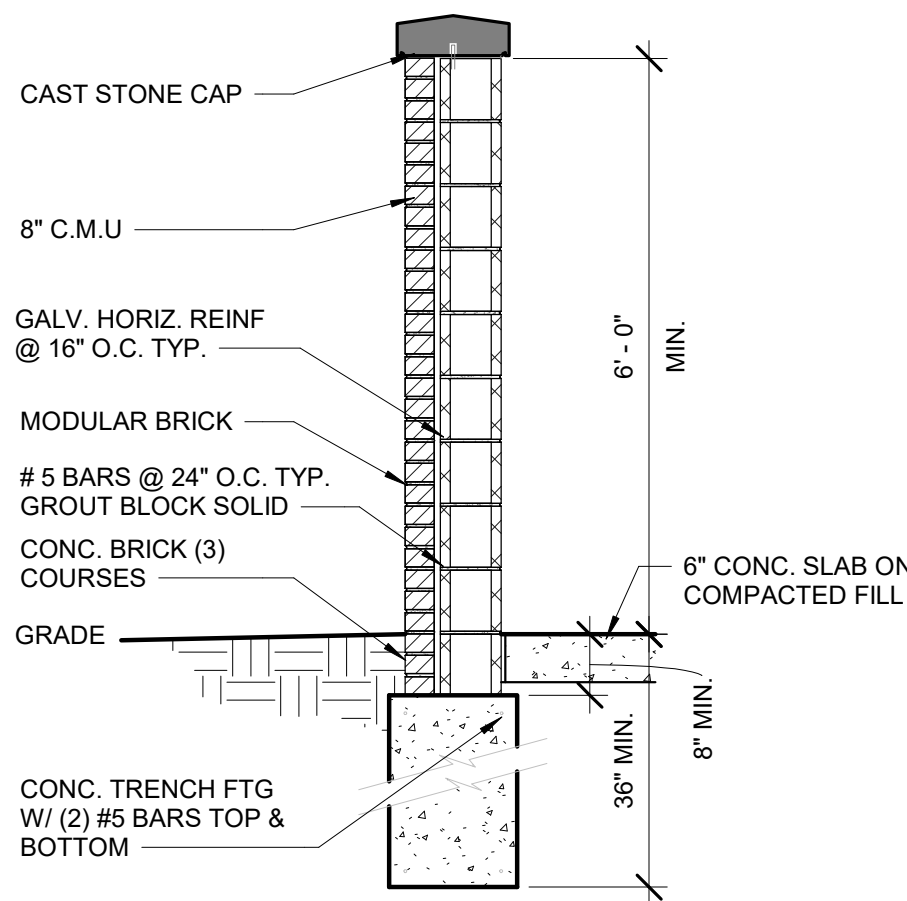
Sheet No. :

G1

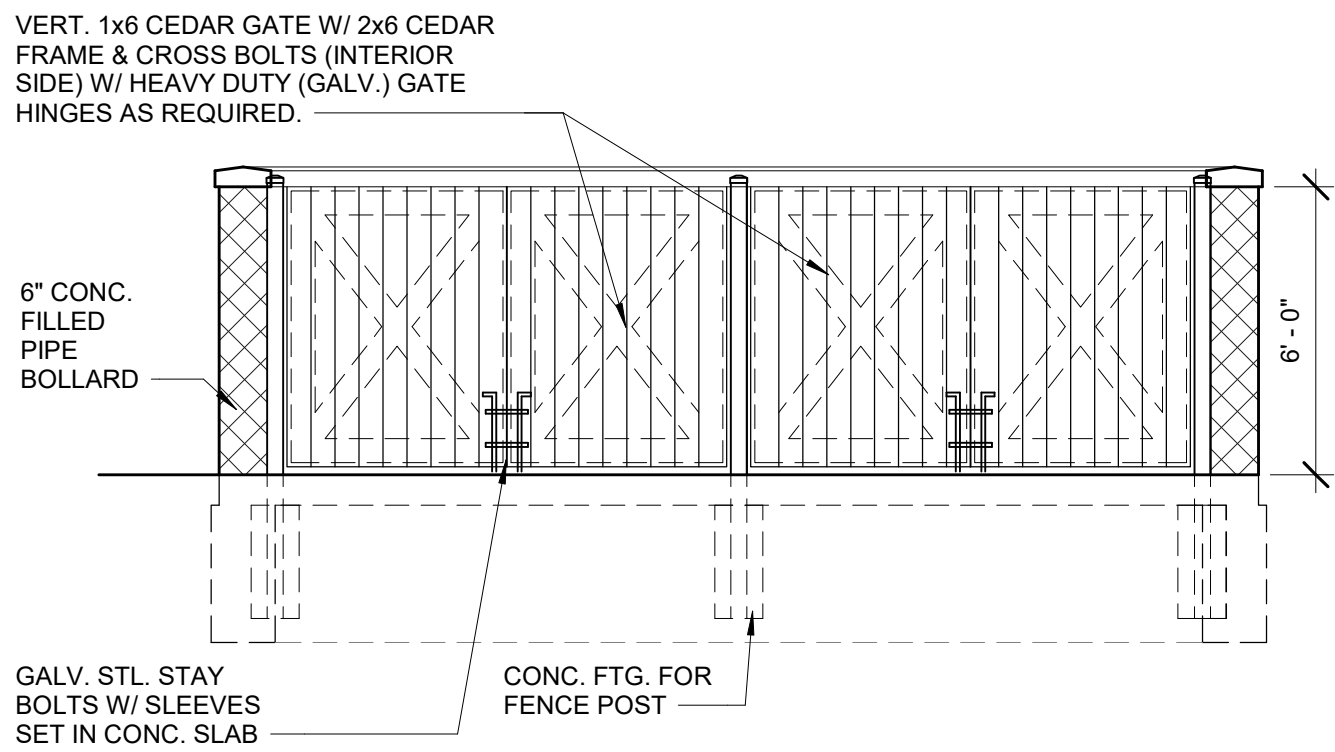
PROPOSED BUILDING FLOOR AREA AND PARKING			
FLOOR AREA	BUILDING USASE	PARKING PER USABLE AREA	PROPOSED REQUIRED PARKING
8,800 SF	RETAIL	200 SF	44
	MULTI-FAMILY RESIDENTIAL	7 UNITS (1BR/EFFICIENCY) 2 SP. EA.	14
NOTE: ORIGINAL PARKING COUNT = 34 SPACES. ADDED 11 OFF-STREET PARKING SPACES			58 TOTAL REQUIRED

Parking Schedule		
Count		
45	OFF-STREET	+ 4 METERED PARKING SPACES MACK AVE. + 9 PARKING SPACES - S RENAUD RD.
		58 TOTAL PROVIDED

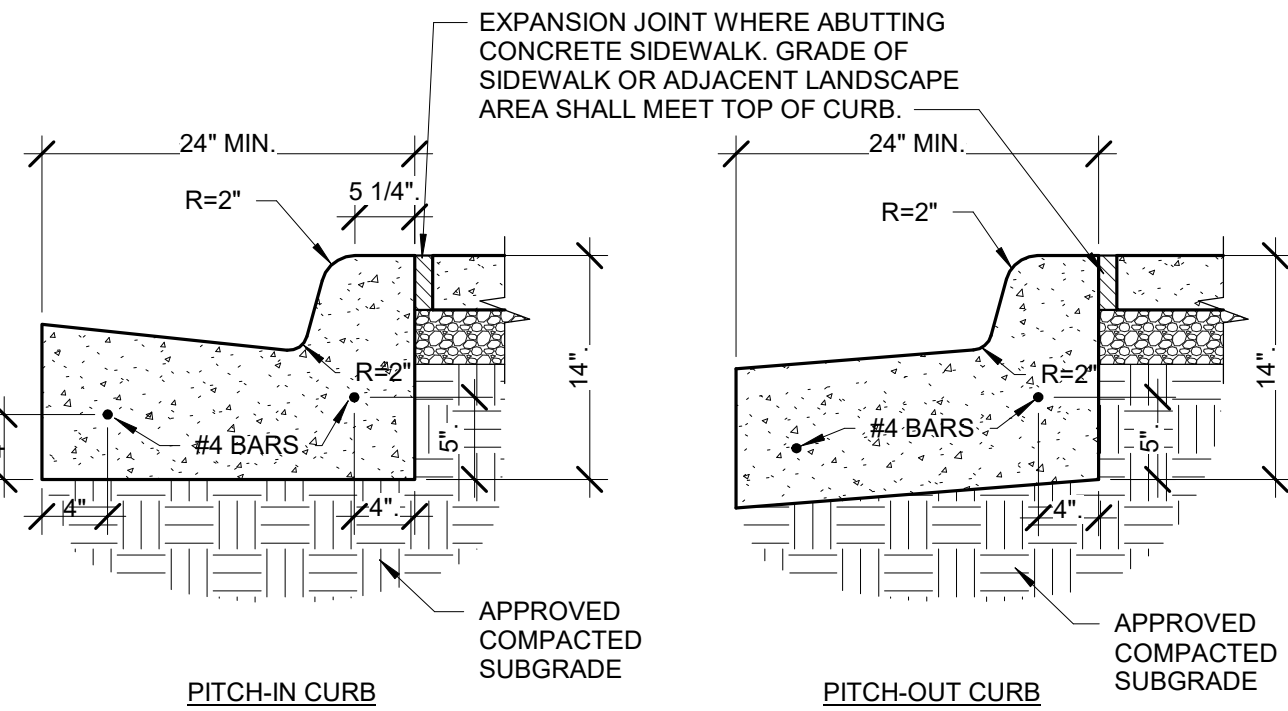
* Calculations resulting in fractional space. When units or measurements determining the number of required parking spaces result in a requirement of a fractional space, any fraction up to and including one-half shall be disregarded and fractions over one-half shall require one parking space



2 Section At Dumpster Screen
A1 1/2" = 1'-0"



3 Dumpster Screening Detail
A1 1/4" = 1'-0"



- NOTES:
- CONCRETE SHALL BE 3500 PSI AT 28 DAYS, AIR-ENTRAINED.
 - TRANSVERSE EXPANSION JOINTS SHALL BE PROVIDED AT 20 FOOT INTERVALS WITH PRE-MOLDED BITUMINOUS JOINT FILLER, RECESSED 1/4" FROM SURFACE.
 - HALF DEPTH CONTRACTION JOINTS SHALL BE PROVIDED AT 10 FOOT INTERVALS.
 - 14" CURB DEPTH SHALL BE MAINTAINED AT DEPRESSED OR FLUSH CURBED AREAS.

4 CONCRETE CURB AND GUTTER DETAIL
A1 1" = 1'-0"

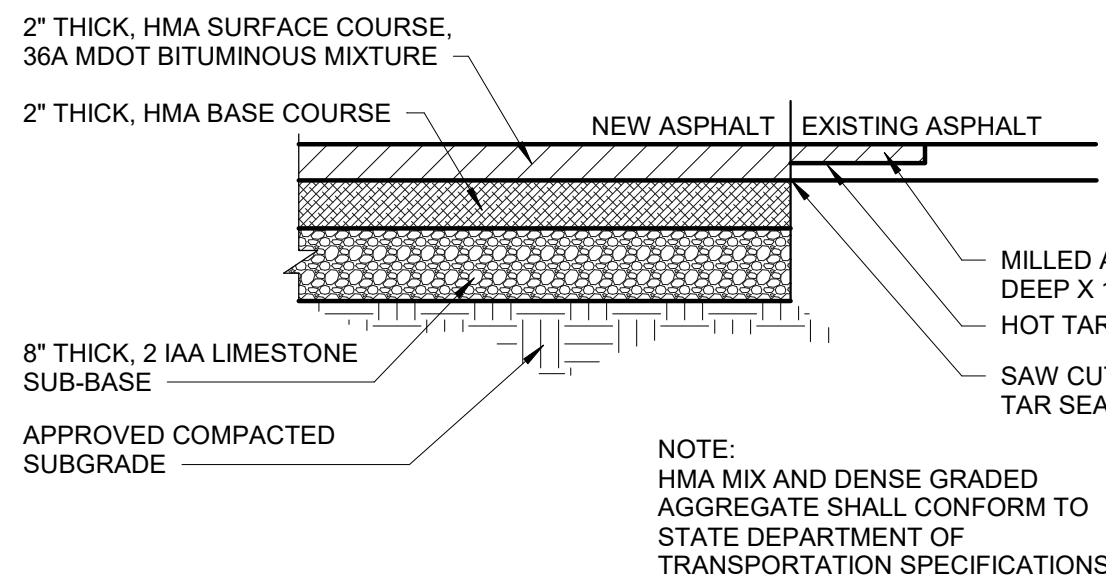
SITE AREA:
EXISTING SITE AREA: 33,007 SF (0.758 ACRES)
PARKING LOT AREA: 18,536 SF
LOT SIZE: (EXISTING UNCHANGED)

SETBACKS:
C-COMMERCIAL BUSINESS
FRONT YARD SETBACK: 0
SIDE YARD SETBACK: 0
CORNER LOT
MAXIMUM BUILDING HEIGHT: (2) STORIES
28 FEET
PROPOSED HEIGHT: 18 FEET

- DEMOLITION SCOPE:**
- ALL DEMOLITION WORK REQUIRED IS NOT NECESSARILY LIMITED TO WHAT IS DESCRIBED IN THE DEMOLITION SCOPE. THE INTENT IS TO REMOVE ALL MECHANICAL, ELECTRICAL, AND ARCHITECTURAL ITEMS AS REQUIRED TO FACILITATE NEW CONSTRUCTION.
 - EXISTING STRUCTURE AND BASEMENT TO BE DEMOLISHED COMPLETELY. DISCONNECT AND CAP EXISTING UTILITIES AS REQUIRED PRIOR TO DEMOLITION.
 - GENERAL PRECAUTIONS SHALL BE TAKEN AS NECESSARY TO HOLD ALL DISRUPTION, DUST, DIRT, NOISE, AND DEBRIS TO A MINIMUM. G.C. TO OBTAIN DEMOLITION PERMIT AND PROVIDE ALL NECESSARY BARRIERS AND SAFETY MEASURES IN COMPLIANCE WITH REQUIREMENTS BY AHJ.
 - REMOVE ALL DEBRIS FROM THE SITE AND LEGALLY DISPOSE OF THESE MATERIALS.
 - REPAIR DAMAGED AREAS IN EXISTING PARKING LOT. PREPARE FOR NEW ASPHALT CAP



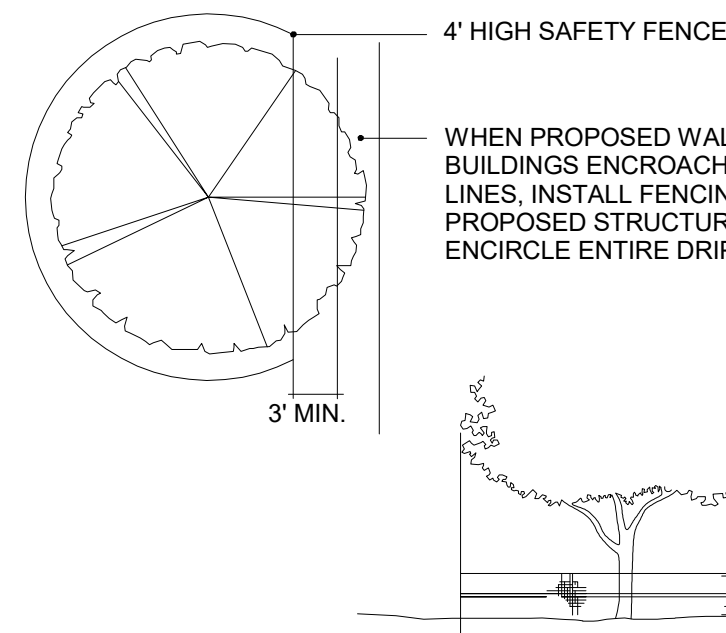
1 SITE PLAN
A1 1" = 20'-0"



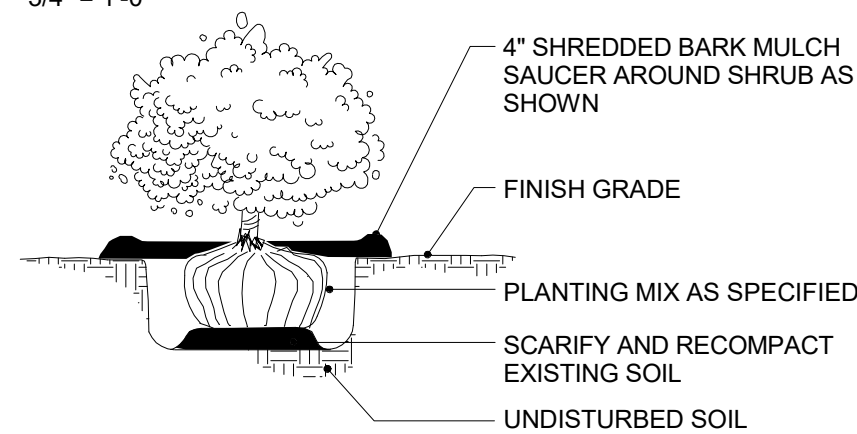
5 ON-SITE FULL DEPTH ASPHALT PAVEMENT DETAIL
A1 1" = 1'-0"

GENERAL SITE PLAN NOTES

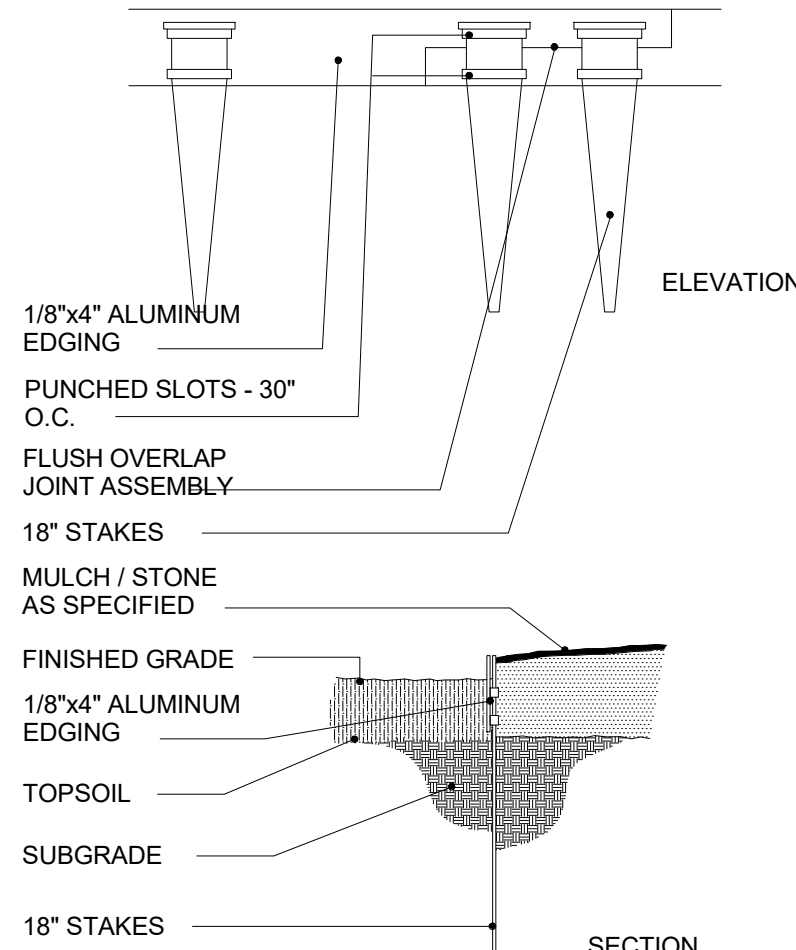
- PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:
- CONCRETE: PORTLAND CEMENT TYPE IA (AIR-ENTRAINED) WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1 1/2 TO 3 INCHES.
- ASPHALT: BASE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100L, 20AA; SURFACE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100T, 20AA; ASPHALT CEMENT PENETRATION GRADE 85-100, BOND COAT - MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD; MAXIMUM 2 INCH LIFT.
- PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.
- ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.
- ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-S164.
- ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT EDITION.
- ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.
- ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.
- CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.
- FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION.
- EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS.
- EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.
- SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.
- ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.
- FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 98% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.
- ALL LANDSCAPED AREAS TO BE PROVIDED W/ SPRINKLER SYSTEMS FOR 100% COVERAGE.
- MAINTAIN EXISTING DRAINAGE PATTERNS ON SITE IN COMPLIANCE WITH REQUIREMENTS OF AHJ.
- EXISTING UTILITIES ON SITE TO REMAIN - TYP. U.N.O.
- MAINTAIN EXISTING SITE TOPOGRAPHY - TYP. U.N.O.



8 TREE PROTECTION DETAIL
A1 3/4" = 1'-0"



7 SHRUB PLANTING DETAIL
A1 3/4" = 1'-0"



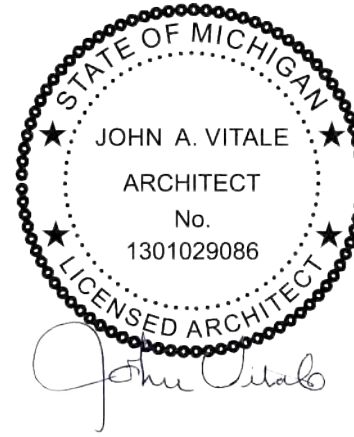
6 ALUMINUM EDGING DETAIL
A1 3/4" = 1'-0"



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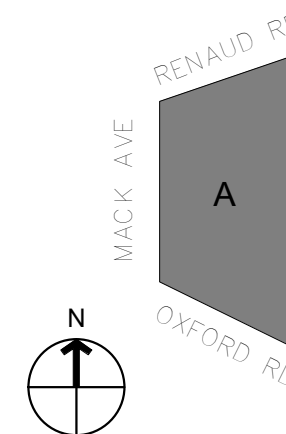


Project :

MIXED-USE
DEVELOPMENT

20160 Mack Ave, Grosse
Pointe Woods, MI 48236

Key Plan:



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JGB, JPM

Checked by :

JPM, JAV

Sheet Title :

Site Plan + LANDSCAPE PLAN + DETAILS

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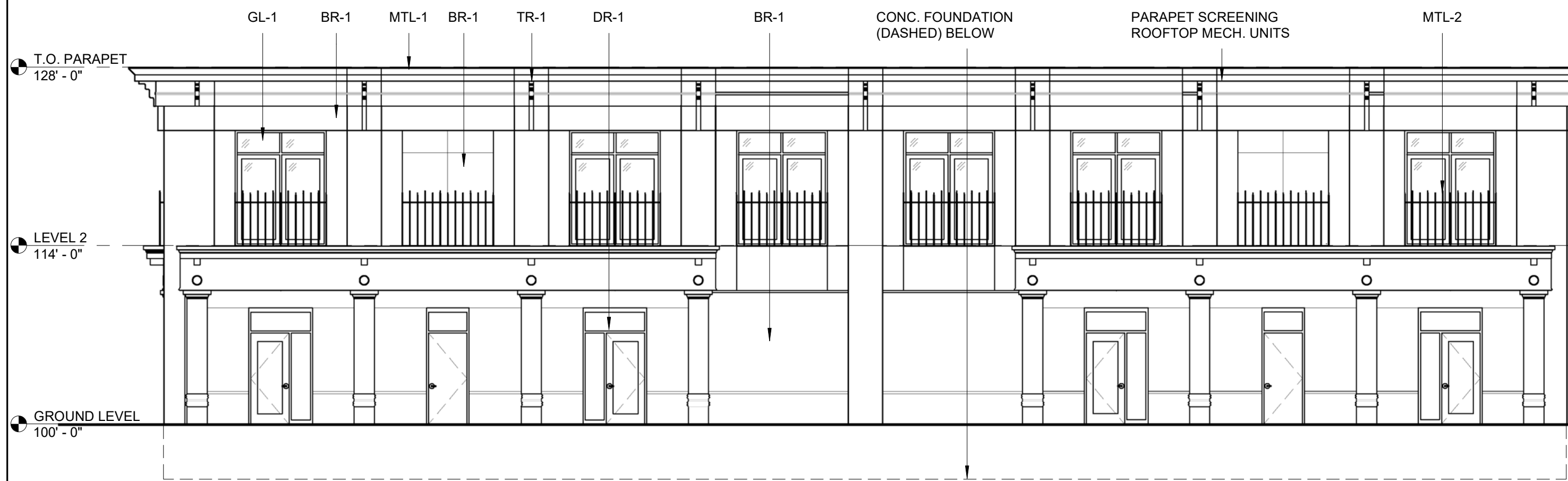
A1

EXTERIOR FINISH SCHEDULE		
MASONRY	BR-1	BRICK MFG: BELDEN BRICK OR APPROVED EQUAL COLOR: BELCREST 730 - OR SIMILAR SIZE: MODULAR
WIND.	SF-1	STOREFRONT MFG: KAWNEER OR SIMILAR COLOR: NIGHT HAWK GRAY FINISH: POWDER COATED (OR EQUAL) SIZE: (VARIES)
DOORS	DR-1	ALUMINUM ENTRANCE DOOR SYSTEM MFG: KAWNEER OR APPROVED EQUAL STYLE: 2" X 6" COLOR: TO MATCH WINDOW FRAME WITH CLEAR GLASS
GLASS	GL-1	ALL GLASS TO BE: 1", LOW-E, INSULATED GLASS MFR: VIRACON OR APPROVED EQUAL COLOR/STYLE: CLEAR
MISC.	TR-1	TRIM: FIBER CEMENT BOARD - HARDIE OR APPROVED EQUAL COLOR: DARK GRAY TO MATCH STOREFRONT
	MTL-1	COPING: PREFINISHED ALUMINUM COLOR: MATCH ADJACENT MATERIALS
	MTL-2	RAILING: PREFINISHED ALUMINUM COLOR: MATCH ADJACENT MATERIALS

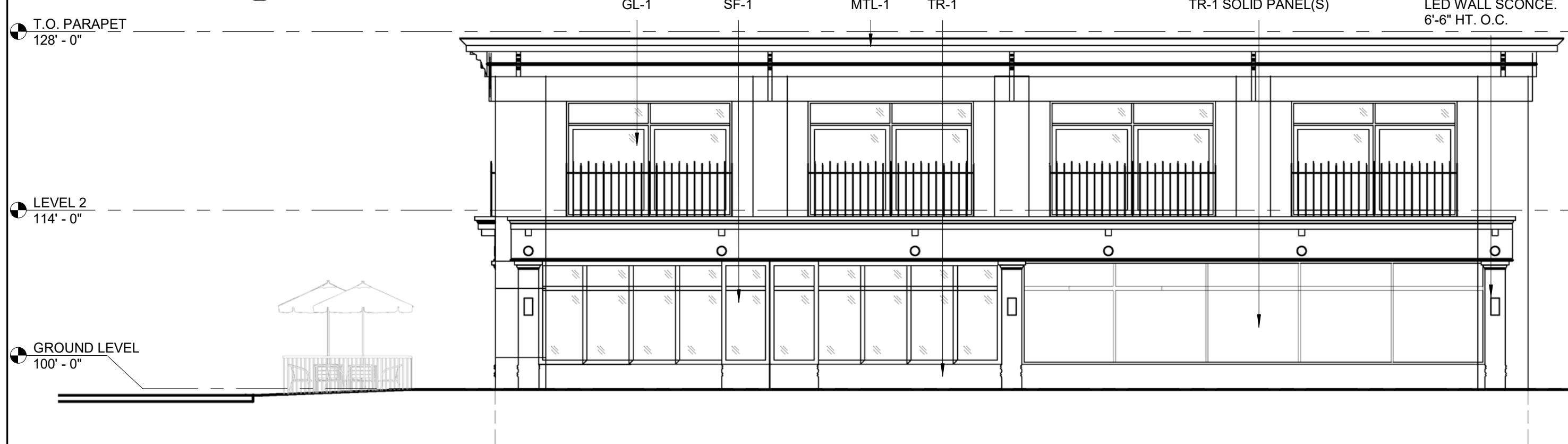
SIGNAGE - GENERAL NOTE:
SIGNAGE AREAS TO COMPLY WITH CITY OF GROSSE
POINTE WOODS ZONING ORDINANCE. ALL TENANT
SIGNAGE TO BE PERMITTED SEPARATELY.



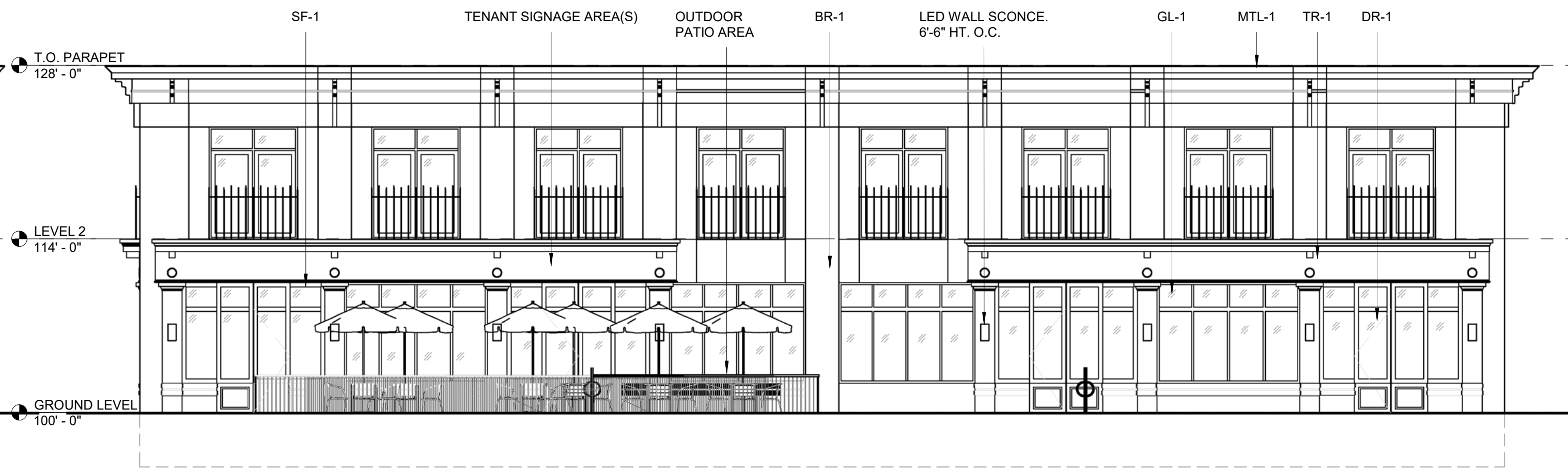
CONCEPTUAL RENDERING - EXTERIOR



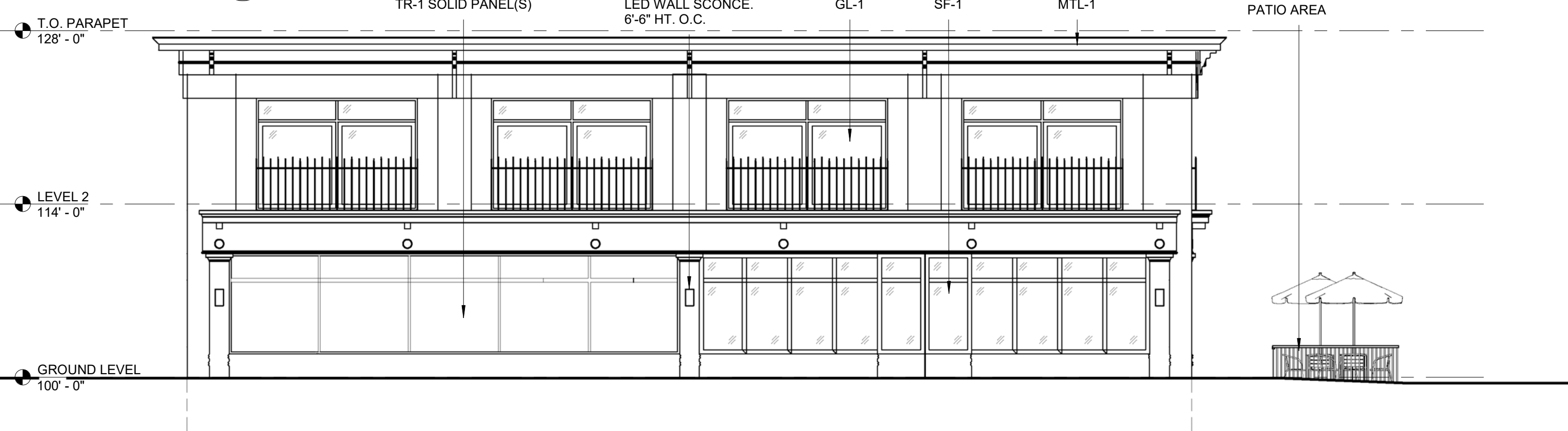
4 EAST ELEVATION - PARKING LOT
1/8" = 1'-0"



3 SOUTH ELEVATION - OXFORD
1/8" = 1'-0"



1 WEST ELEVATION - MACK AVE.
1/8" = 1'-0"



2 NORTH ELEVATION - RENAUD
1/8" = 1'-0"

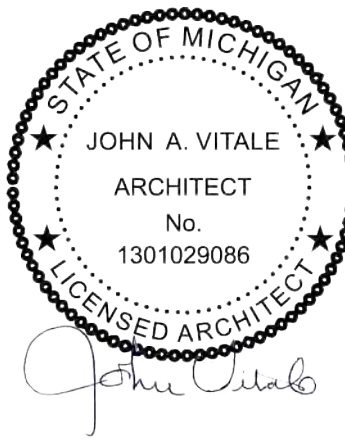


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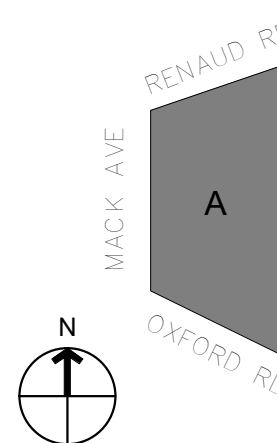
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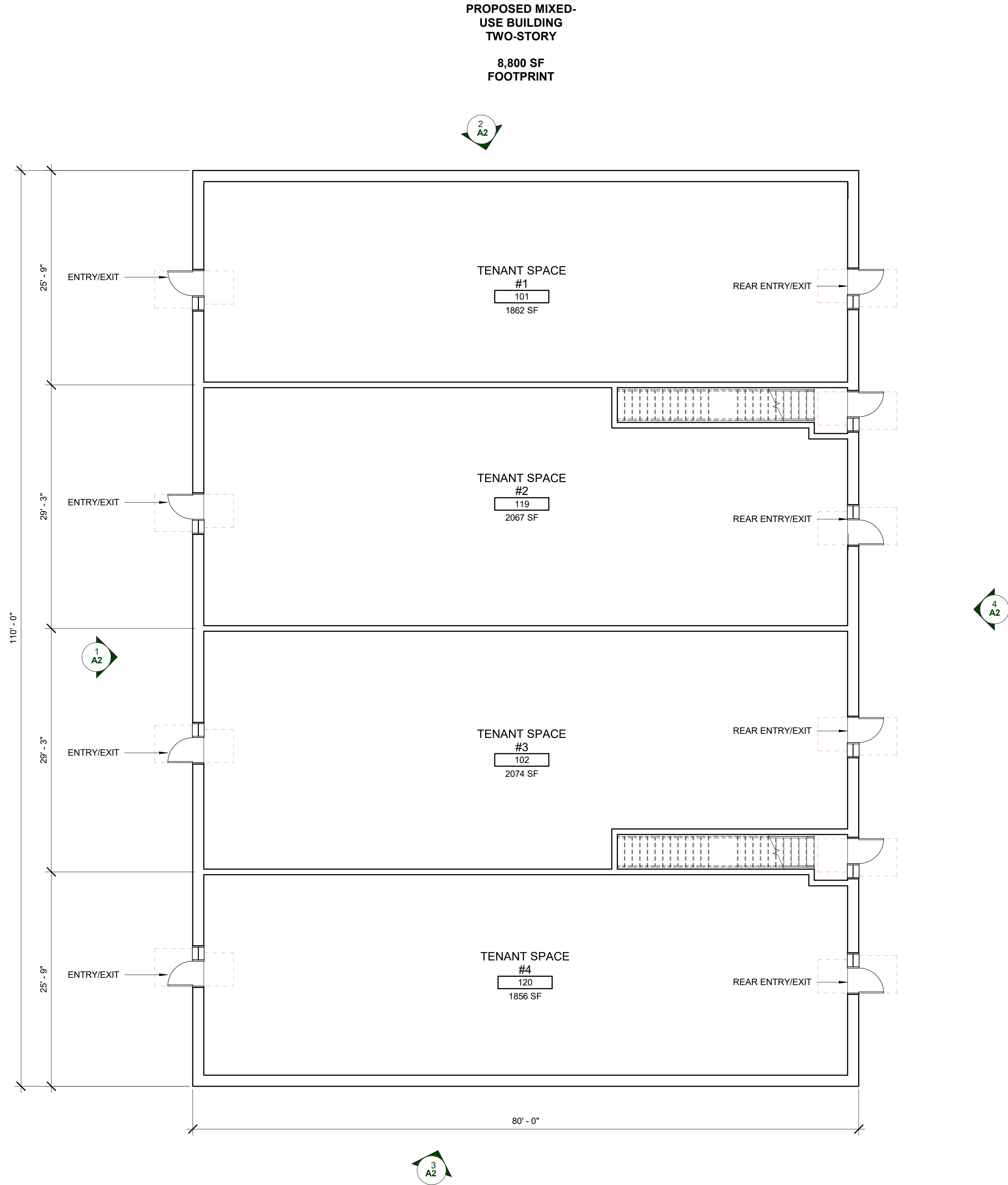
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JGB, JPM
Checked by :
JPM, JAV
Sheet Title :
EXTERIOR ELEVATIONS +
RENDERING

Project No. :
2025.018

Sheet No. :

A2

DO NOT SCALE DRAWINGS
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FLOOR PLAN - GROUND LEVEL

1/8" = 1'-0"

GENERAL FLOOR PLAN NOTES

- THIS DRAWING IS DIAGRAMMATIC AND SHOULD BE USED TO DETERMINE THE DESIGN INTENT. THE CONTRACTOR IS RESPONSIBLE FOR THE COMPLETE SET OF WORK AS INDICATED AND SHALL FIELD VERIFY ALL WORK. COORDINATE ALL DRAWINGS / NEW WORK AND SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DOCUMENTS BEFORE PROCEEDING. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR TAKING FULL RESPONSIBILITY AND LIABILITY FOR SAID DISCREPANCIES.
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- ALL WOOD, INCLUDING BLOCKING, USED ON THE PROJECT SHALL BE FIRE RETARDANT TREATED.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL, STATE, COUNTY CODE REGULATIONS, O.S.H.A., AND THE AMERICAN WITH DISABILITIES ACT (ADA). REFER TO THE CODE PLAN FOR MORE INFORMATION.
- PROVIDE POSITIVE SLOPE TO ALL FLOOR DRAINS WHILE KEEPING FLOOR LEVEL AT WALL BASE CONDITION.
- PROVIDE TRANSITION STRIPS AT EACH CHANGE IN FLOOR FINISH MATERIALS.
- PROVIDE CONTROL JOINTS IN GYPSUM BOARD PARTITIONS AT 30'-0" O.C. MAXIMUM AND AS INDICATED IN THE CONTRACT DOCUMENTS.
- CONTRACTOR SHALL CONDUCT A ROUGH ELECTRICAL INSPECTION WITH OWNER, PRIOR TO ENCLOSING WALLS, FOR THE PURPOSE OF CONFIRMING ALL J-BOX LOCATIONS FOR POWER, DATA, VOICE, SWITCH, THERMOSTAT, ETC.
- A TACTILE SIGN STATING 'EXIT' AND COMPLYING WITH ICC-A117.1 SHALL BE PROVIDED ADJACENT TO EACH DOOR TO AN 'AREA OF REFUGE', AN EXTERIOR AREA FOR ASSISTED RESCUE, AN EXIT STAIRWAY, AN EXIT RAMP, AN EXIT PASSAGEWAY, AND THE EXIT DISCHARGE.
- PROVIDE PERMANENT MIN 3-INCH HIGH CONTRASTING COLOR MARKING AND IDENTIFICATION AT ALL FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS, SMOKE BARRIERS, SMOKE PARTITIONS OR ANY OTHER WALL REQUIRED TO HAVE PROTECTED OPENINGS OR PENETRATIONS WITHIN 15 FEET AT THE END OF EACH WALL, AND NOT EXCEEDING 30 FEET MAXIMUM HORIZONTAL INTERVALS. MINIMUM 2 LOCATIONS EACH WALL. TYPICAL FOR ACCESSIBLE CONCEALED FLOOR, FLOOR-CEILING, OR ATTIC SPACES PER CODE (MBC 703.7)

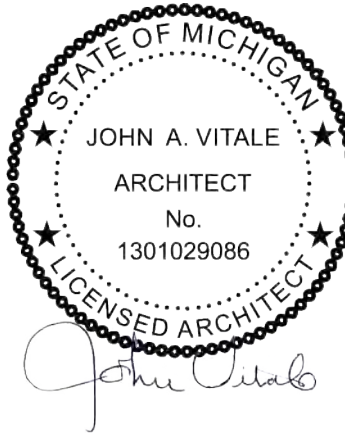


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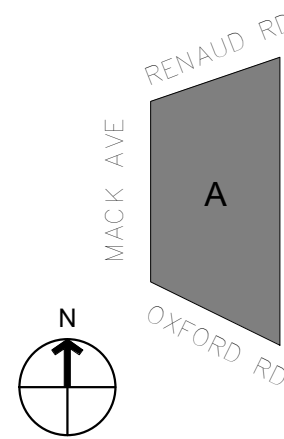


Project :

MIXED-USE
DEVELOPMENT

20160 Mack Ave, Grosse
Pointe Woods, MI 48236

Key Plan:



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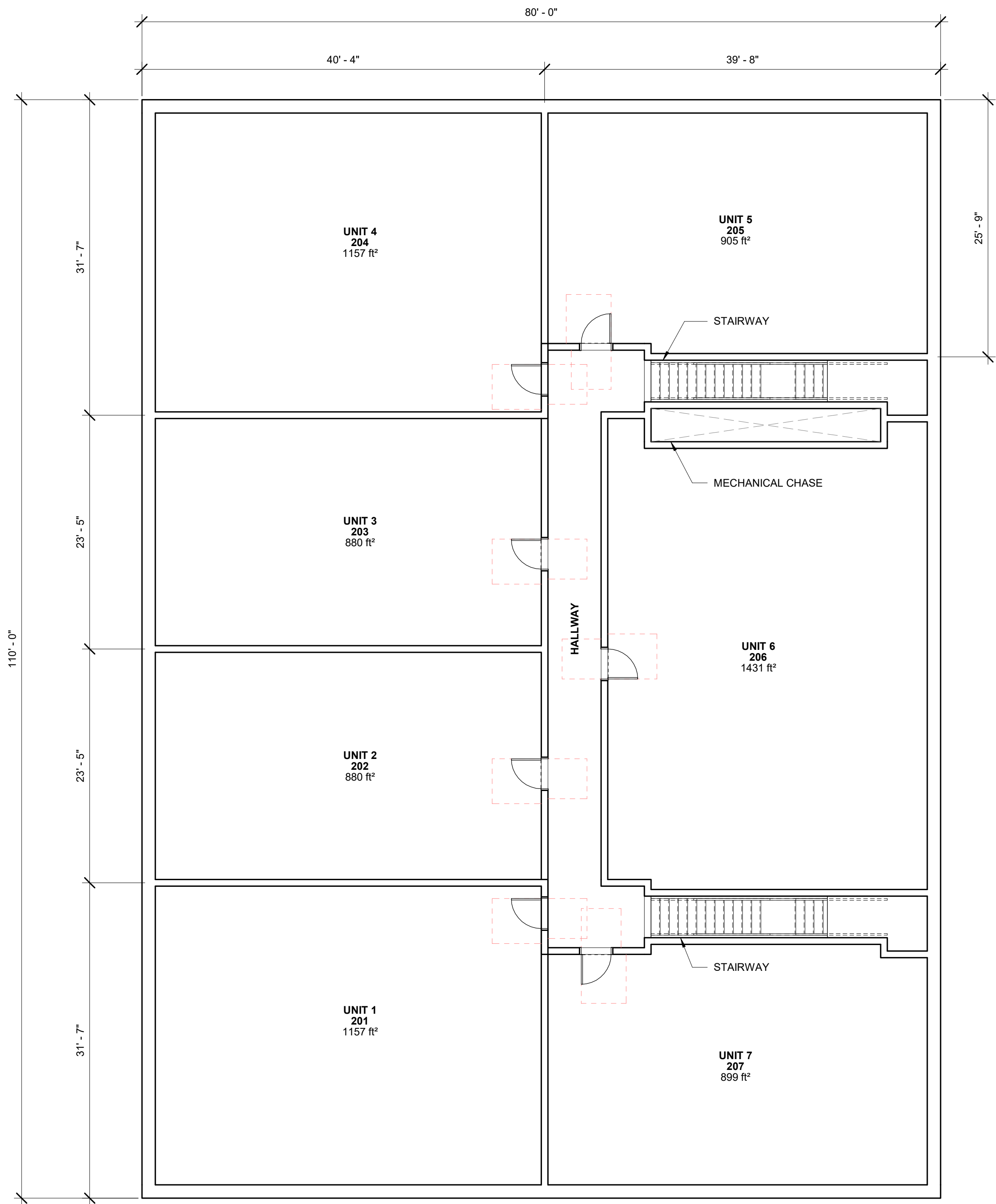
FLOOR PLAN - GROUND LEVEL

Project No. :

2025.018

Sheet No. :

A3



 **FLOOR PLAN - UPPER LEVEL**
1/8" = 1'-0"

GENERAL FLOOR PLAN NOTES

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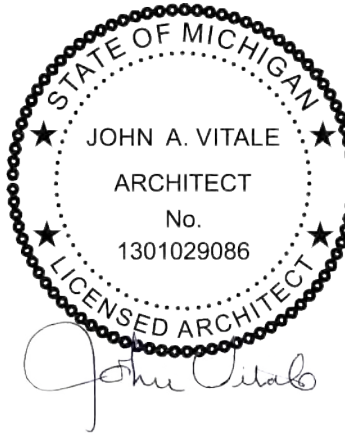


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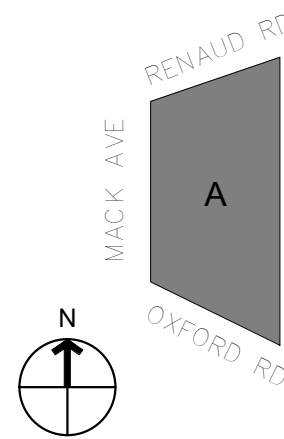


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FLOOR PLAN - UPPER LEVEL

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Sheet No. :

A4

Schedule								
Symbol	Label	QTY	Manufacturer	Catalog	Description	Lamp Output	LLF	Input Power
	W1	3	Lumenpulse	LIAM-120_277-CSL-S60-40K-CRI 80-4 BLS	Lumenicon Medium	2671	0.9	55
	P1	1	Lithonia Lighting	[...]	[...]	[...]	0.9	66.42
			Lithonia Lighting	DSX0 LED P1 40K 80CRI T4LG EGS	D-Series Size 0 Area Luminaire P1 Performance Package 4000K CCT 80 CRI Type 4 Low G Rating External Glare Shield	3836	0.9	33.21
			Lithonia Lighting	DSX0 LED P1 40K 80CRI TFTM EGS	D-Series Size 0 Area Luminaire P1 Performance Package 4000K CCT 80 CRI Forward Throw External Glare Shield	3963	0.9	33.21
	P2	1	Lithonia Lighting	DSX0 LED P1 40K 80CRI RCCO EGS	D-Series Size 0 Area Luminaire P1 Performance Package 4000K CCT 80 CRI Right Corner Cutoff Extreme Backlight Control External Glare Shield	3199	0.9	33.21
	P3	1	Lithonia Lighting	[...]	[...]	3963	0.9	66.42
			Lithonia Lighting	DSX0 LED P1 40K 80CRI TFTM EGS	D-Series Size 0 Area Luminaire P1 Performance Package 4000K CCT 80 CRI Forward Throw External Glare Shield	3963	0.9	33.21
			Lithonia Lighting	DSX0 LED P1 40K 80CRI TFTM EGS	D-Series Size 0 Area Luminaire P1 Performance Package 4000K CCT 80 CRI Forward Throw External Glare Shield	3963	0.9	33.21
	S1	14	Spectrum Lighting	C0816ADJXT-10L-MD-GL-10L-MD-xxK-EX-TSG-S0 (Up/Down)	8" Diam. x 16" H, Direct/Indirect Cylinder, Wall Mounted	804	0.9	18.2

General Note
1. SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT.
2. SEE LUMINAIRE SCHEDULE FOR LIGHT LOSS FACTOR.
3. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: GRADE

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

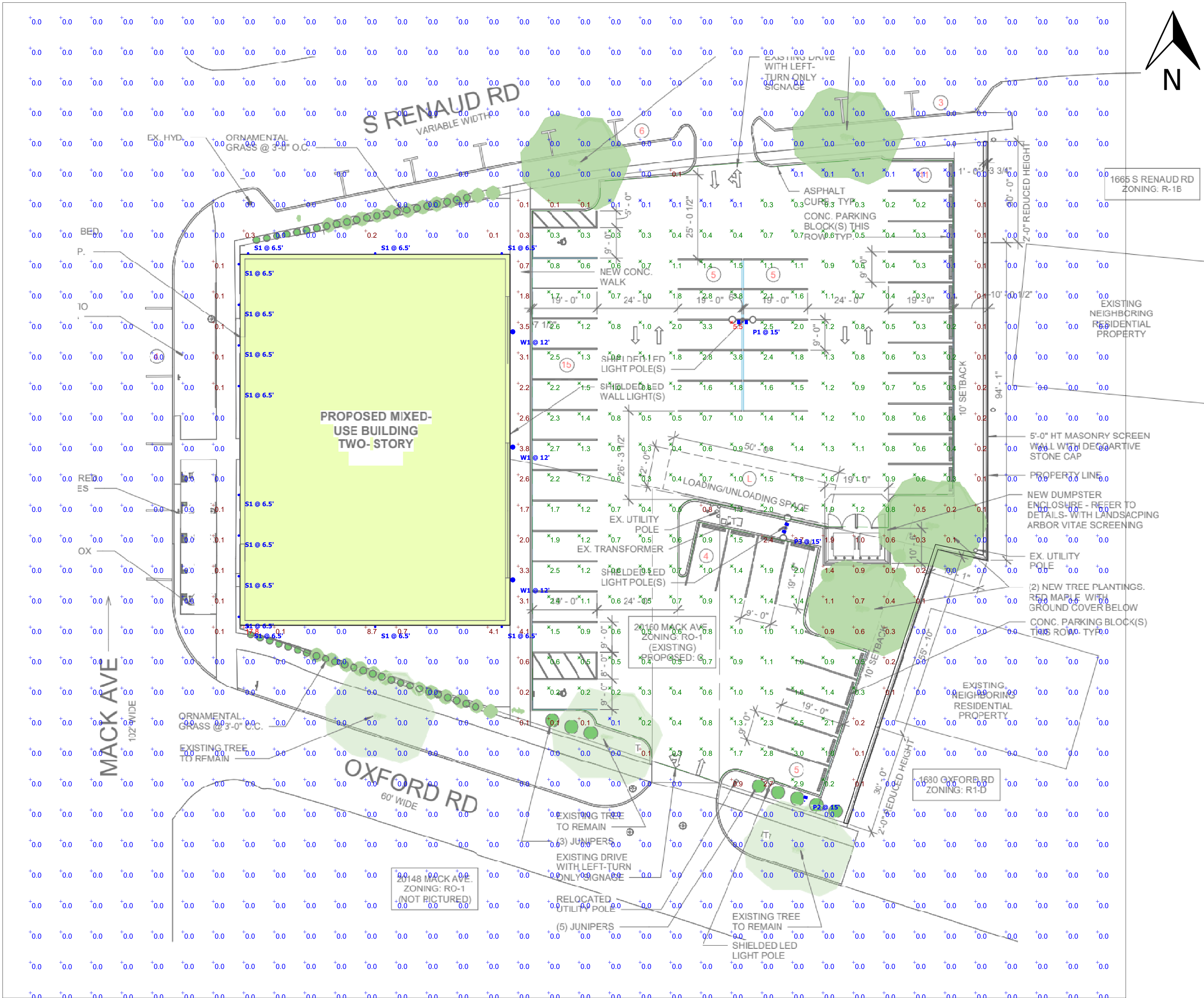
UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIREMENTS DEFINED IN ASHRAE 90.1 2019. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT CONTROLS@GASSERBUSH.COM OR 734-266-6705.

Alternates Note
THE USE OF FIXTURE ALTERNATES MUST BE RESUBMITTED TO THE CITY FOR APPROVAL.

Drawing Note
THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

Ordering Note
FOR INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

Mounting Height Note
MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.



Plan View
Scale - 1" = 16ft

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Overall/Grade	+	0.3 fc	17.8 fc	0.0 fc	N/A	N/A
Parking & Drive Lanes	X	1.0 fc	5.5 fc	0.1 fc	55.0:1	10.0:1



MACK AVE.
EXTERIOR PHOTOMETRIC PLAN
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

Designer
BK
Date
09/23/2025
Scale
Not to Scale
Drawing No.
#V4

D-Series Size 0 LED Area Luminaire



Specifications

EPA:	0.44 ft ² (0.04 m ²)
Length:	26.18" (66.5 cm)
Width:	14.06" (35.7 cm)
Height H1:	2.26" (5.7 cm)
Height H2:	7.46" (18.9 cm)
Weight:	23 lbs (10.4 kg)

Design Select options indicated by this color background.

Ordering Information

EXAMPLE: DSK0 LED P6 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

Series	LEDs	Color temperature	Color Rendering Index	Beam Spread	Voltage	Mounting
DSK0 LED	Forward optics		(this section 70CRI only)			
	P1 P5	30K 3000K	70CRI	T1S Type I short	MVOLT 120V-277V	SPA Square pole mounting (85 drilling, 3.3" min. 50 pole)
	P2 P6	40K 4000K	70CRI	T2M Type II medium	XVOLT 277V-480V	RPA Round pole mounting (85 drilling, 3" min. 80 pole)
	P3 P7	50K 5000K	70CRI	T3M Type III medium		SPA5 Square pole mounting (85 drilling, 3" min. 50 pole)
	Rotated optics					
	P10 P12	27K 2700K	80CRI	T1LG Type I low glare		RPA5 Round pole mounting (85 drilling, 3" min. 80 pole)
	P11 P13	30K 3000K	80CRI	T2M Type II medium		SPA8N Square narrow pole mounting (85 drilling, 3" min. 50 pole)
		35K 3500K	80CRI	T4LG Type IV low glare		WBA Wall bracket
		40K 4000K	80CRI	TFTM Forward throw medium		MA "Max arm adapter" (mounts on 2.1" H ² CD bracketless luminaire)
		50K 5000K	80CRI			

Luminaire options:	Other options:	Finish options:	
Shipped installed DLTAIR2 PIRHN Night Air qm 2 installed with 90°-level motion / ambient sensor, 9-40" mounting height, ambient sensor enabled at 2K 2700K PIH High/Low, motion/ambient sensor, 9-40" mounting height, ambient sensor enabled at 2K 2700K PER NEMA rivet-lock receptacle (controls ordered separately) PER5 Five-pin receptacle only (controls ordered separately)	PERZ Sensor-pin receptacle only (controls ordered separately) PAO Field adjustable output BL30 30-level switched dimming, 35% BL50 50-level switched dimming, 55% DMG 0-10V dimming sensor pulled outside fixture (for use with a central control, ordered separately)	Shipped installed HS Household shield (Black finish standard) L90 Left twisted optics R90 Right twisted optics CCE Coastal Construction HA 50°C ambient operation BAA Buy American (in Act and/or Buy Build America Buy America Qualified) SF Single face (130, 277, 347V) DF Double face (208, 240, 480V) Shipped separately ESFR External Flame Shield (removable, field install required, matches housing finish) B50B Bird Spikes (field install required)	DLBXT Dark Bronze DLBLX Black DLNAX Natural Aluminum DWHLX White DLBTD Textured dark bronze DLBLX Textured black DLNATD Textured natural aluminum DWHLGX Textured white

SURVEY NOTES:

- THIS SURVEY AND THE BOUNDARIES SHOWN HEREON ARE THE RESULT OF AN ACTUAL FIELD SURVEY PERFORMED DURING APRIL 22, 2025, BASED ON AVAILABLE MAPS AND DEEDS OF RECORD, AND PHYSICAL EVIDENCE. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY AND AGREEMENTS OF RECORD THAT A TITLE SEARCH MAY DISCLOSE.
- THIS SURVEY IS VALID ONLY WHEN A DIGITAL SEAL IS AFFIXED HERETO.
- THE SURVEYOR IS NOT QUALIFIED TO IDENTIFY ENVIRONMENTAL CONDITIONS OR THE PRESENCE OR ABSENCE OF WETLANDS.
- THE CERTIFICATION SHOWN HEREON IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- ANY SUBSURFACE UTILITIES SHOWN HAVE BEEN LOCATED FROM MARKOUTS OBSERVED ON SITE DURING THE FIELD SURVEY, AND SURFACE FEATURES SUCH AS VALVES, MANHOLES AND GRATES, STORM DRAINAGE AND OR SANITARY INVERTS ARE DEPICTED BASED ON OBSERVATIONS MADE IN THE FIELD. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION USED. THE SURVEY HAS NOT PHYSICALLY LOCATED THE UTILITIES. BEFORE ANY EXCAVATIONS ARE BEGUN, THE PROPER UTILITY AGENCIES MUST BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATIONS.
- BEARINGS ARE REFERENCED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM (NAD83) SOUTH ZONE. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), ESTABLISHED VIA RTK OPS OBSERVATIONS UTILIZING MICHIGAN DEPARTMENT OF TRANSPORTATION CONTINUOUSLY OPERATING REFERENCE SYSTEM (MDOT CORS).
- BASEMENT OR BELOW GRADE STRUCTURES (IF ANY) ARE UNKNOWN.
- BENCHMARK #1 = SANITARY MANHOLE = 584.57 (NAVD88).
BENCHMARK #2 = ARROW ON FIRE HYDRANT = 585.81 (NAVD88).
SOUTHEAST CORNER OF MACK AVENUE AND SOUTH RENAUD ROAD.

FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X (UNSHADED) AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 260231, MAP NUMBER 26163C0141F WHICH BEARS AN EFFECTIVE DATE OF OCTOBER 21, 2021.

SURVEY REFERENCES:

- DEED BETWEEN SCOTT FISHER, INC. (GRANTOR) AND REAL PROPERTIES, INC. (GRANTEE), DATED AUGUST 27, 1992 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, WAYNE COUNTY, MICHIGAN IN LIBER 23975, PAGE 47.
- "ARTHUR J. SCULLY'S EASTMORELAND PARK" A SUBDIVISION OF PART OF PRIVATE CLAIM 240, VILLAGE OF LOCHMOOR, WAYNE COUNTY, MICHIGAN, DATED OCTOBER 6, 1928 AND RECORDED IN THE WAYNE COUNTY REGISTER OF DEEDS OFFICE IN LIBER 63 OF PLATS, PAGES 42.
- "RENMOR PARK" A SUBDIVISION OF PART OF PRIVATE CLAIM 611, VILLAGE OF GROSSE POINTE WOODS, WAYNE COUNTY, MICHIGAN, DATED AUGUST 25, 1945 AND RECORDED IN THE WAYNE COUNTY REGISTER OF DEEDS OFFICE IN LIBER 70 OF PLATS, PAGES 35 AND 36.
- A TITLE COMMITMENT FOR TITLE INSURANCE PREPARED BY TITLE CONNECT LLC AS ISSUING AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY, ISSUING OFFICE FILE NUMBER TC13-117308, COMMITMENT DATE JANUARY 22, 2025 AT 8:00 AM.

PARCEL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WAYNE, STATE OF MICHIGAN AND IS DESCRIBED AS FOLLOWS:

LAND SITUATED IN THE CITY OF GROSSE POINTE WOODS, COUNTY OF WAYNE, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

ALL OF LOT 1 AND LOT 2, EXCEPTING THEREFROM THE EAST 15.31 FEET IN ARTHUR J. SCULLY'S EASTMORELAND PARK, BEING A SUBDIVISION OF PART OF PRIVATE CLAIM 240, VILLAGE OF LOCHMOOR, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 63, PAGE 42 OF PLATS, ALSO ALL THAT PART OF P.C. 611, VILLAGE OF GROSSE POINTE WOODS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT AT THE INTERSECTION OF THE EAST LINE OF MACK AVENUE, AS WIDENED, AND THE SOUTH LINE OF SAID P.C. 611, SAID POINT BEING SOUTH 71 DEGREES EAST A DISTANCE OF 104.93 FEET FROM THE MIDDLE LINE OF MACK AVENUE; THENCE ALONG SAID SOUTH LINE OF P.C. 611, SOUTH 71 DEGREES EAST A DISTANCE OF 227.28 FEET TO THE SOUTHWEST CORNER OF RENMOOR PARK SUBDIVISION; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION NORTH 6 DEGREES, 37 MINUTES, 22 SECONDS EAST A DISTANCE OF 124.37 FEET TO THE SOUTH LINE OF RENAUD ROAD; THENCE ALONG RENAUD ROAD NORTH 88 DEGREES, 22 MINUTES WEST A DISTANCE OF 87.05 FEET; THENCE TURNING TO THE LEFT ON A CURVE HAVING A RADIUS OF 459.14 FEET WESTERLY, 49.95 FEET (CHORD BEARS SOUTH 88 DEGREES, 31 MINUTES WEST A DISTANCE OF 49.93 FEET); THENCE SOUTH 85 DEGREES, 24 MINUTES WEST A DISTANCE OF 87.48 FEET TO THE EAST SIDE OF MACK AVENUE; THENCE ALONG MACK AVENUE SOUTH 6 DEGREES, 37 MINUTES, 22 SECONDS WEST 2 DISTANCE OF 44.00 FEET TO THE PLACE OF BEGINNING.

BEING THE SAME PROPERTY AS DESCRIBED IN A TITLE COMMITMENT FOR TITLE INSURANCE PREPARED BY TITLE CONNECT LLC AS ISSUING AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY, ISSUING OFFICE FILE NUMBER TC13-117308, COMMITMENT DATE JANUARY 22, 2025 AT 8:00 AM.

SCHEDULE B - PART II EXCEPTIONS:

A TITLE COMMITMENT FOR TITLE INSURANCE PREPARED BY TITLE CONNECT LLC AS ISSUING AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY, ISSUING OFFICE FILE NUMBER TC13-117308, COMMITMENT DATE JANUARY 22, 2025 AT 8:00 AM.

ITEMS 1 THROUGH 7, INCLUSIVE, AND 9 THROUGH 16, INCLUSIVE, ARE NOT SURVEY RELATED.

8. SUBJECT TO THE EASEMENTS, RESTRICTIONS AND RESERVATIONS CONTAINED IN THE ARTHUR J. SCULLY'S EASTMORELAND PARK SUBDIVISION PLAT RECORDED AT LIBER 63, PAGE(S) 42, WAYNE COUNTY RECORDS, (SHOWN)

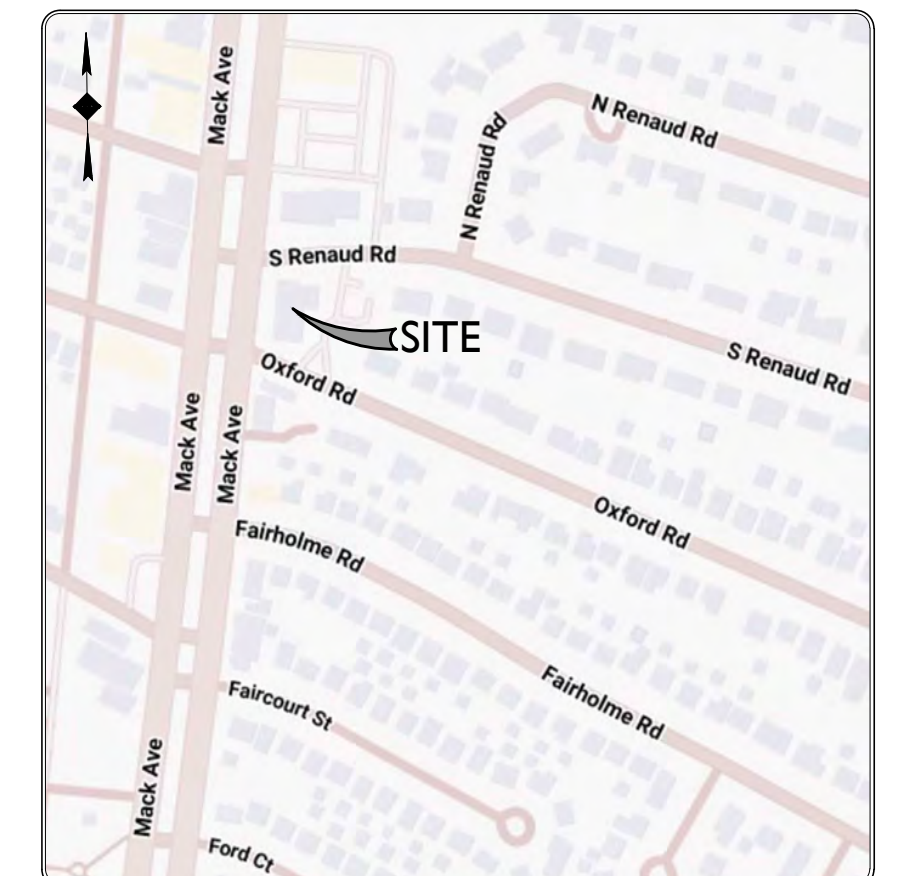
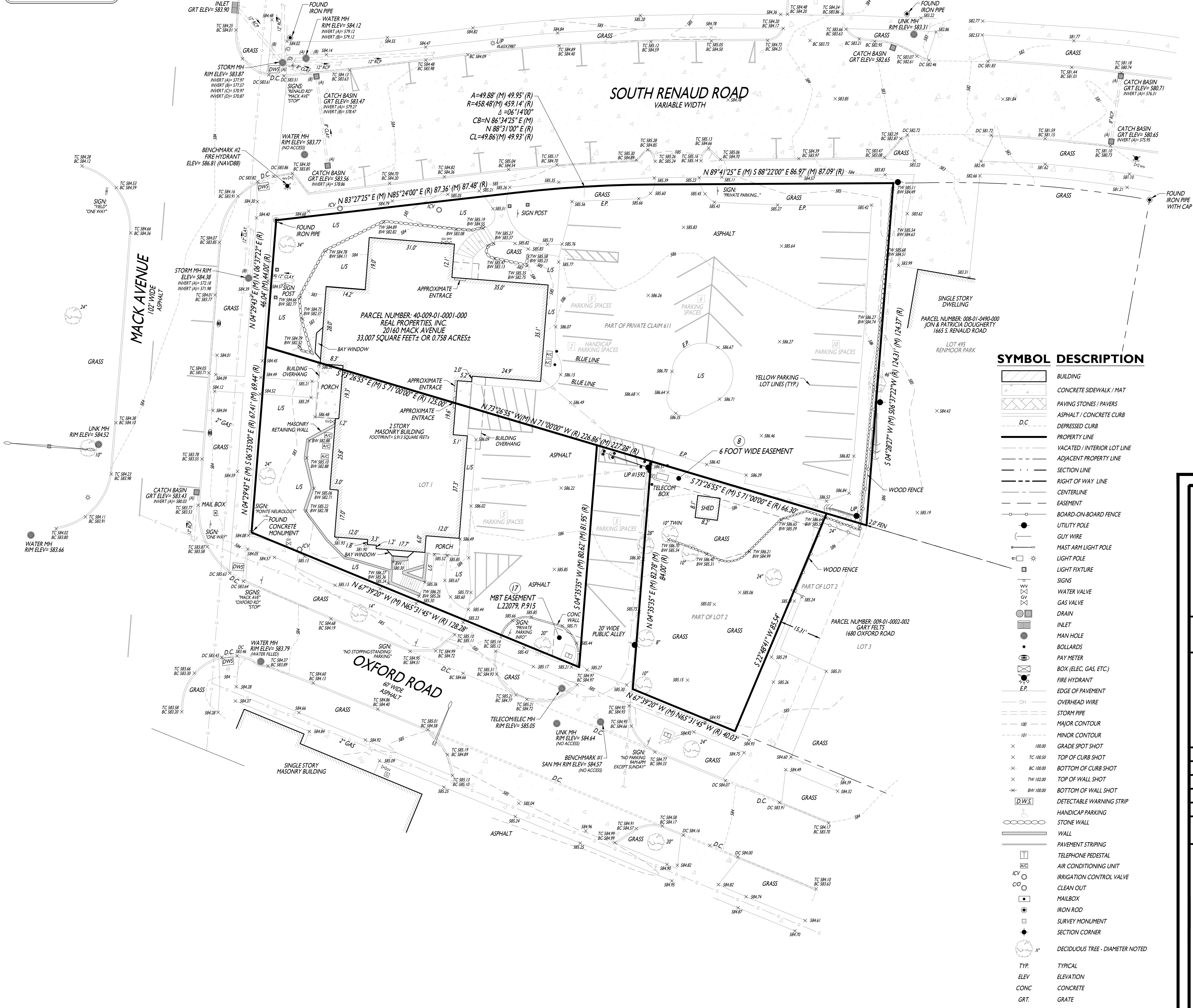
17. EASEMENT IN FAVOR OF MICHIGAN BELL TELEPHONE COMPANY, AND THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN, RECORDED IN LIBER 22079, PAGE 915, (SHOWN)

AREA NOTES

TOTAL LAND AREA
33,007 SQUARE FEET ±
OR 0.758 ACRES ±

EXISTING STRIPED PARKING
REGULAR = 31 SPACES
HANDICAP = 2 SPACES

TOTAL = 33 SPACES (INCLUDES
5 SPACES IN PUBLIC ALLEY)



SOURCE: GOOGLE MAPS VICINITY MAP NOT TO SCALE



SYMBOL DESCRIPTION

- BUILDING
- CONCRETE SIDEWALK / MAT
- PAVING STONES / PAVERS
- ASPHALT / CONCRETE CURB
- DEPRESSED CURB
- PROPERTY LINE
- VACATED / INTERIOR LOT LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- RIGHT OF WAY LINE
- CENTERLINE
- EASEMENT
- BOARD-ON-BOARD FENCE
- UTILITY POLE
- GUY WIRE
- HAST ARM LIGHT POLE
- LIGHT POLE
- LIGHT FIXTURE
- SIGNS
- WATER VALVE
- GAS VALVE
- DRAIN
- INLET
- MAN HOLE
- BOLLARDS
- PAY METER
- BOX (ELEC. GAS, ETC.)
- FIRE HYDRANT
- EDGE OF PAVEMENT
- OVERHEAD WIRE
- STORM PIPE
- MAJOR CONTOUR
- MINOR CONTOUR
- GRADE SPOT SHOT
- TOP OF CURB SHOT
- BOTTOM OF CURB SHOT
- TOP OF WALL SHOT
- BOTTOM OF WALL SHOT
- DETECTABLE WARNING STRIP
- HANDICAP PARKING
- STONE WALL
- WALL
- PAVEMENT STRIPING
- TELEPHONE PEDESTAL
- AIR CONDITIONING UNIT
- IRRIGATION CONTROL VALVE
- CLEAN-OUT
- MAILBOX
- IRON ROD
- SURVEY MONUMENT
- SECTION CORNER
- DECIDUOUS TREE - DIAMETER NOTED
- TYP.
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IMPACT STATEMENT

**PROPOSED RETAIL DEVELOPMENT
PARCEL ID: 40009010001000
20160 MACK AVE
GROSSE POINTE WOODS
WAYNE COUNTY, MICHIGAN**

PREPARED BY:

**STONEFIELD ENGINEERING & DESIGN, LLC
NIK BAUER
SED DET-250182**

SIGNED

DEVELOPER / APPLICANT:

**BUCCALLETO DEVELOPMENT
20259 MACK AVENUE, SUITE 2
GROSSE POINTE WOODS, MI 48236
(313) 300-7280**

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1.1 PROPERTY DESCRIPTION

Legal Description

Land situated in the City of Grosse Pointe Woods, County of Wayne, State of Michigan, described as follows:

All of lot 1 and lot 2, excepting therefrom the east 15.31 feet in Arthur J. Scully's Eastmoreland Park, being a subdivision of part of private claim 240, Village of Lochmoor, according to the plat thereof recorded in liber 63, page 42 of plats. also all that part of P.C. 611, village of Grosse Pointe Woods, bounded and described as follows: beginning at a point at the intersection of the east line of Mack Avenue, as widened, and the south line of said P.C. 611, said point being south 71 degrees east a distance of 104.43 feet from the middle line of Mack Avenue; thence along said south line of P.C. 611, south 71 degrees east a distance of 227.28 feet to the southwest corner of Renmoor Park Subdivision; thence along the west line of said subdivision north 6 degrees, 37 minutes, 22 seconds east a distance of 124.37 feet to the south line of Renaud Road; thence along Renaud road north 88 degrees, 22 minutes west a distance of 87.05 feet; thence turning to the left on a curve having a radius of 459.14 feet westerly, 49.95 feet (chord bears south 88 degrees, 31 minutes west a distance of 49.93 feet); thence south 85 degrees, 24 minutes west a distance of 87.48 feet to the east side of Mack Avenue; thence along Mack Avenue south 6 degrees, 37 minutes, 22 seconds west 2 distance of 44.00 feet to the place of beginning.

1.2 EXISTING CONDITIONS

The project site is a 0.76 acres commercial lot, home of the 'Pointe Neuroscience Center'. The area of improvements is limited to the building & its accessory asphalt parking area. No environmental hazards have been identified on the site per EGLE's Ride Mapper system, and the site falls outside of any local wellhead protection areas. Access to the site is provided by driveways to the S Renaud Road & Oxford Road systems.

1.3 PROPOSED CONDITIONS

The scope of the proposed improvements includes demolition of the existing building and parking lot, and construction of a 2-story 8,900 SF Mixed Use Building and accessory parking lot containing 56 vehicle parking spaces.

1.4 CURRENT ZONING

The Current Zoning is (RO-1) Restricted Office with a proposed rezone to (C) Commercial Business, and the master plan's Future Land Use identifies the site as 'Corridor Mixed Use', which fits the characteristics of the proposed development. Refer to the current Grosse Pointe Woods Zoning Map & Master Plan for more information.

1.5 UTILITY & RIGHT-OF-WAY IMPACTS

No negative impacts to public utilities such as stormwater, sanitary waste, domestic water, natural gas, or electrical services are anticipated. Though the proposed Commercial & Residential uses will have a slightly greater demand on public utilities than the existing medical office use, the existing city infrastructure has adequate capacity for the proposed development. No impacts to fire or police services are anticipated.

Landscaping improvements are proposed along the right-of-way frontages, as well as an outdoor seating area along Mack Avenue. The existing right-of-way sidewalks will remain and be repaired as necessary. The existing on-street parking spaces abutting the subject property will remain.

1.6 ENVIRONMENTAL IMPACTS

No environmental impacts are anticipated. The amount of green space on-site shall remain relatively unchanged with enhanced landscaping proposed along the right-of-way frontages and the rear lot line. The existing landscaping (trees, plantings, etc.) shall remain to the greatest extent possible.

The subject property is not located within a mapped floodplain (Zone 'X', area of minimum flood hazard) nor mapped wetlands. Refer to the FEMA map (Number 26163C0141F eff. 10/21/2021) USFWS National Wetlands Inventory Map, and EGLE Wetlands Map.

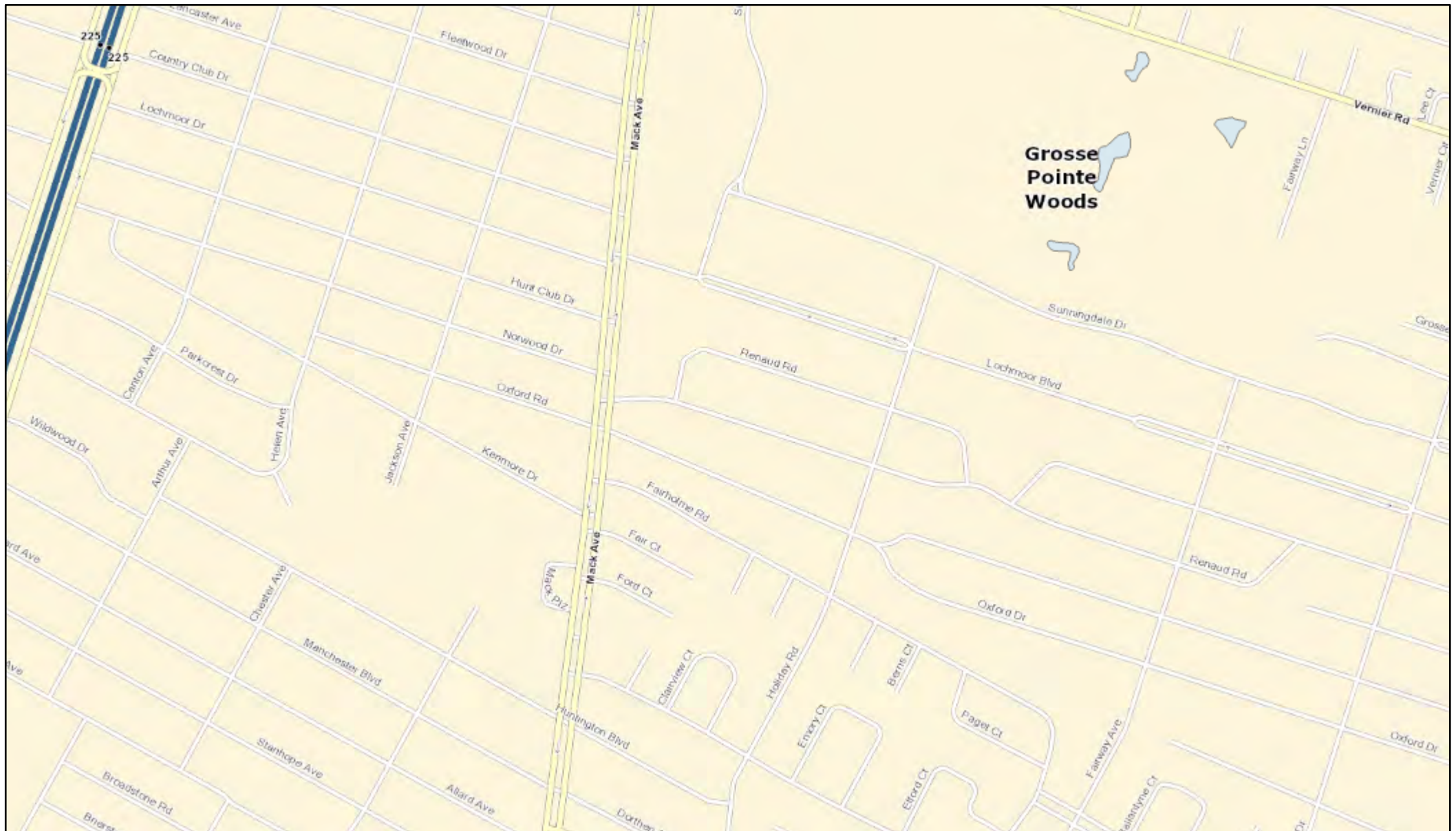
The subject site's soils are comprised of mainly 'Urban Land-Fortress Family Complex' (UrbapB per NRCS Soil Survey maps, refer to Appendix C) which carries a low permeability (HSG 'D'). Groundwater depth is not expected to be a conflict.



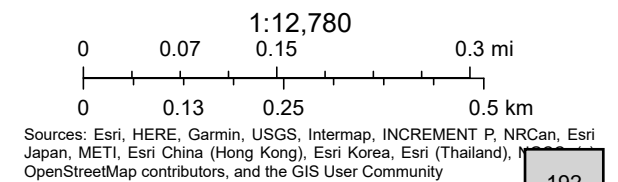
APPENDIX A

WETLAND MAPS

Wetlands Map Viewer



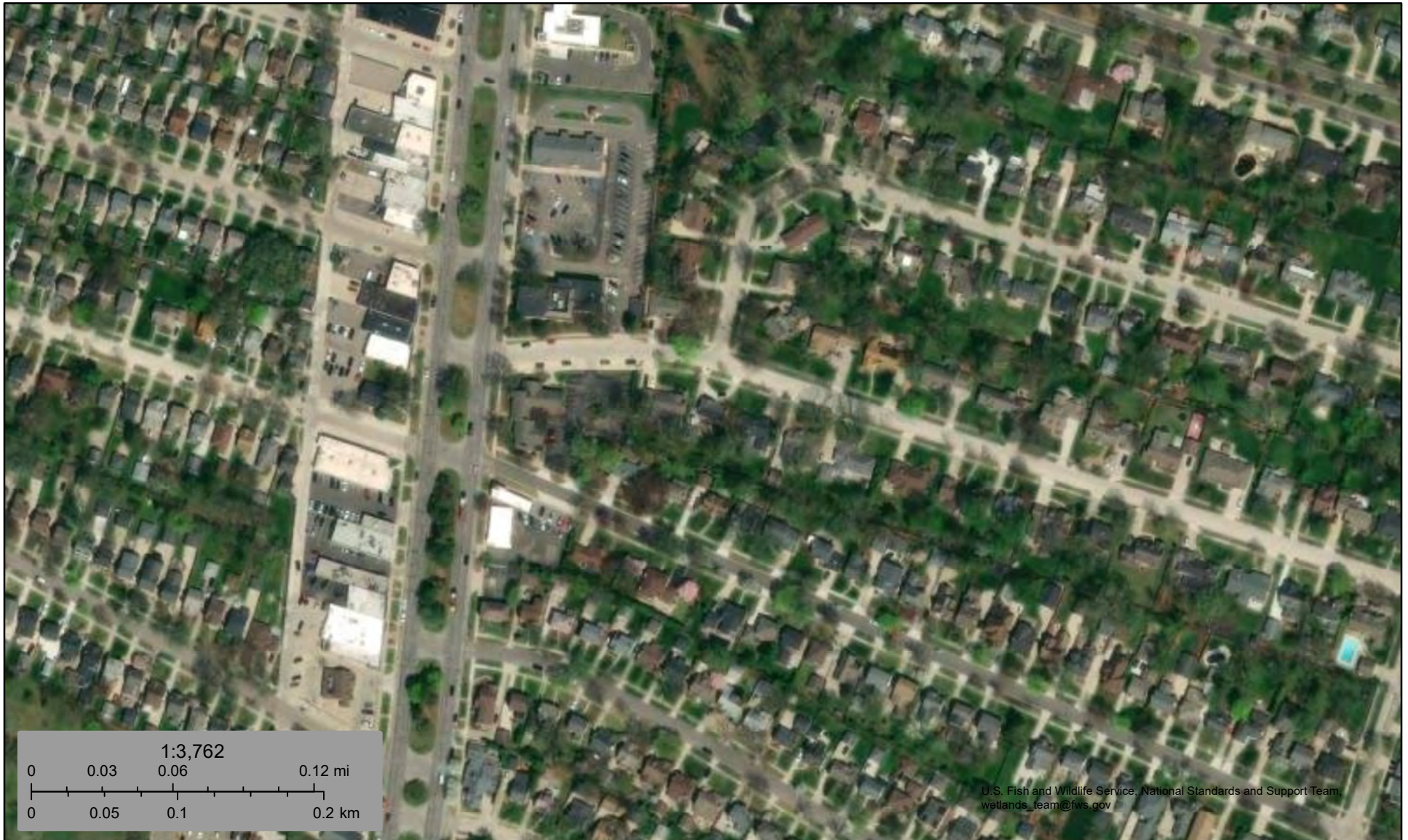
September 19, 2025



Disclaimer: This map is not intended to be used to determine the specific




20160 Mack Ave Wetlands



September 19, 2025

Wetlands

	Estuarine and Marine Deepwater		Freshwater Emergent Wetland		Lake
	Estuarine and Marine Wetland		Freshwater Forested/Shrub Wetland		Other
			Freshwater Pond		Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



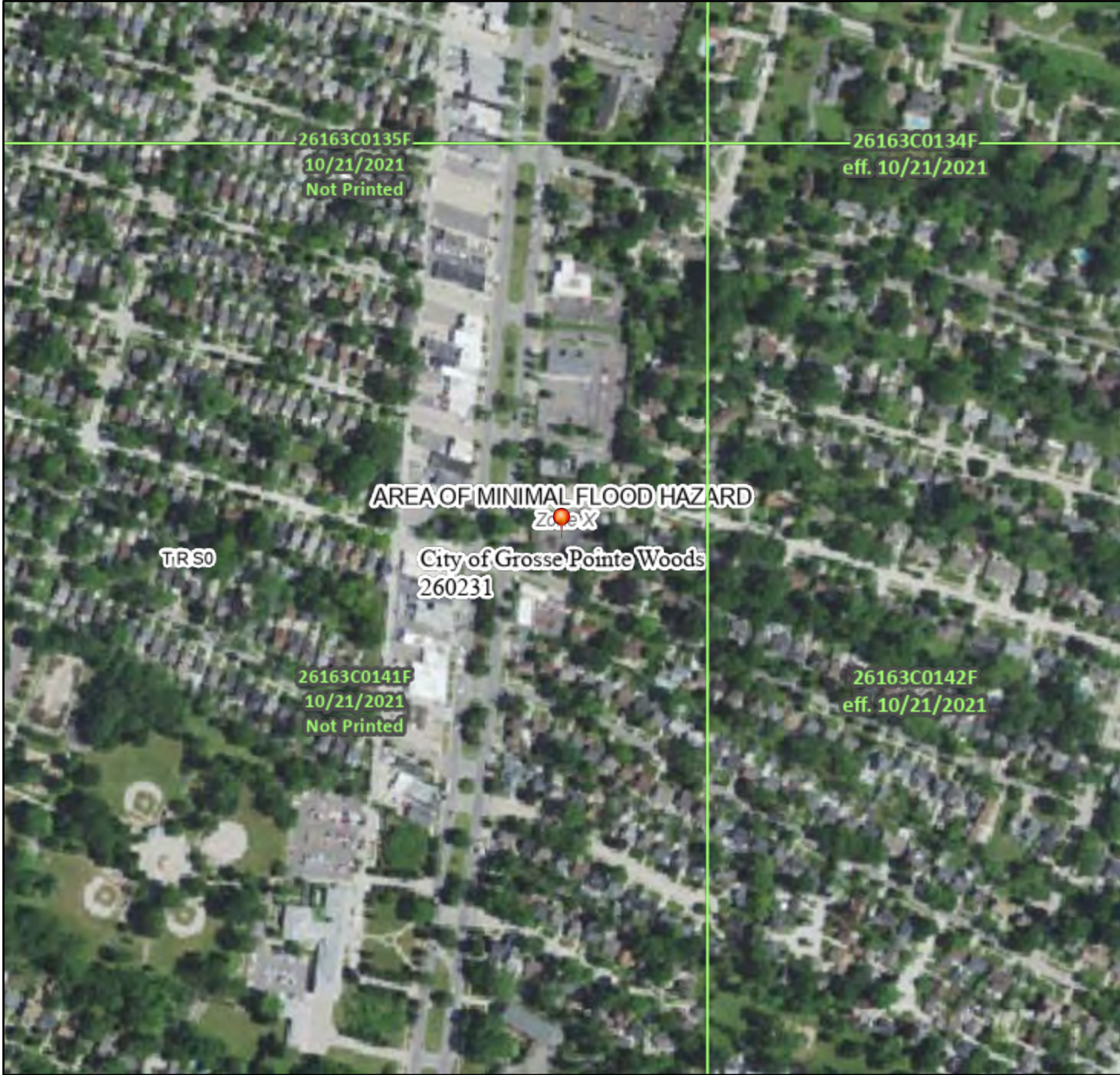
APPENDIX B

FEMA FIRM MAP

National Flood Hazard Layer FIRMette



82°54'46"W 42°26'19"N



1:6,000

82°54'9"W 42°25'52"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **9/19/2025 at 1:29 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community id, FIRM panel number, and FIRM effective date. Map is unmapped and unmodernized areas cannot be used for regulatory purposes.



APPENDIX C

NRCS SOIL SURVEY MAPS

Custom Soil Resource Report Soil Map



Wayne County, Michigan

UrbapB—Urban land-Fortress family complex, dense substratum, 0 to 4 percent slopes

Map Unit Setting

National map unit symbol: 2whsw
Elevation: 570 to 670 feet
Mean annual precipitation: 28 to 38 inches
Mean annual air temperature: 45 to 52 degrees F
Frost-free period: 135 to 210 days
Farmland classification: Not prime farmland

Map Unit Composition

Urban land: 80 percent
Fortress family, dense substratum, and similar soils: 19 percent
Minor components: 1 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Urban Land

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: 0 inches to manufactured layer
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Very low (0.00 to 0.00 in/hr)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8
Hydrologic Soil Group: D
Hydric soil rating: No

Description of Fortress Family, Dense Substratum

Setting

Landform: Water-lain moraines, wave-worked till plains
Down-slope shape: Linear
Across-slope shape: Convex, linear, concave
Parent material: Sandy human-transported material over clayey lodgment till

Typical profile

^Au - 0 to 9 inches: loamy sand
^Cu - 9 to 68 inches: gravelly-artifactual sand
2Cd - 68 to 80 inches: clay

Properties and qualities

Slope: 0 to 4 percent
Depth to restrictive feature: 54 to 78 inches to densic material
Drainage class: Moderately well drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): Very low (0.00 to 0.00 in/hr)
Depth to water table: About 30 to 54 inches
Frequency of flooding: None

Custom Soil Resource Report

Frequency of ponding: None
Calcium carbonate, maximum content: 28 percent
Gypsum, maximum content: 1 percent
Maximum salinity: Nonsaline (0.1 to 1.5 mmhos/cm)
Available water supply, 0 to 60 inches: Low (about 3.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8
Hydrologic Soil Group: A
Ecological site: F099XY003MI - Warm Moist Sandy Depression
Hydric soil rating: No

Minor Components

Riverfront, dense substratum, steep

Percent of map unit: 1 percent
Landform: Deltas, water-lain moraines, wave-worked till plains
Down-slope shape: Linear
Across-slope shape: Convex, linear
Ecological site: F099XY007MI - Lake Plain Flats
Hydric soil rating: No

UrbarB—Urban land-Riverfront complex, dense substratum, 0 to 4 percent slopes

Map Unit Setting

National map unit symbol: 2whsx
Elevation: 560 to 720 feet
Mean annual precipitation: 28 to 38 inches
Mean annual air temperature: 45 to 52 degrees F
Frost-free period: 135 to 210 days
Farmland classification: Not prime farmland

Map Unit Composition

Urban land: 80 percent
Riverfront, dense substratum, and similar soils: 19 percent
Minor components: 1 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Urban Land

Properties and qualities

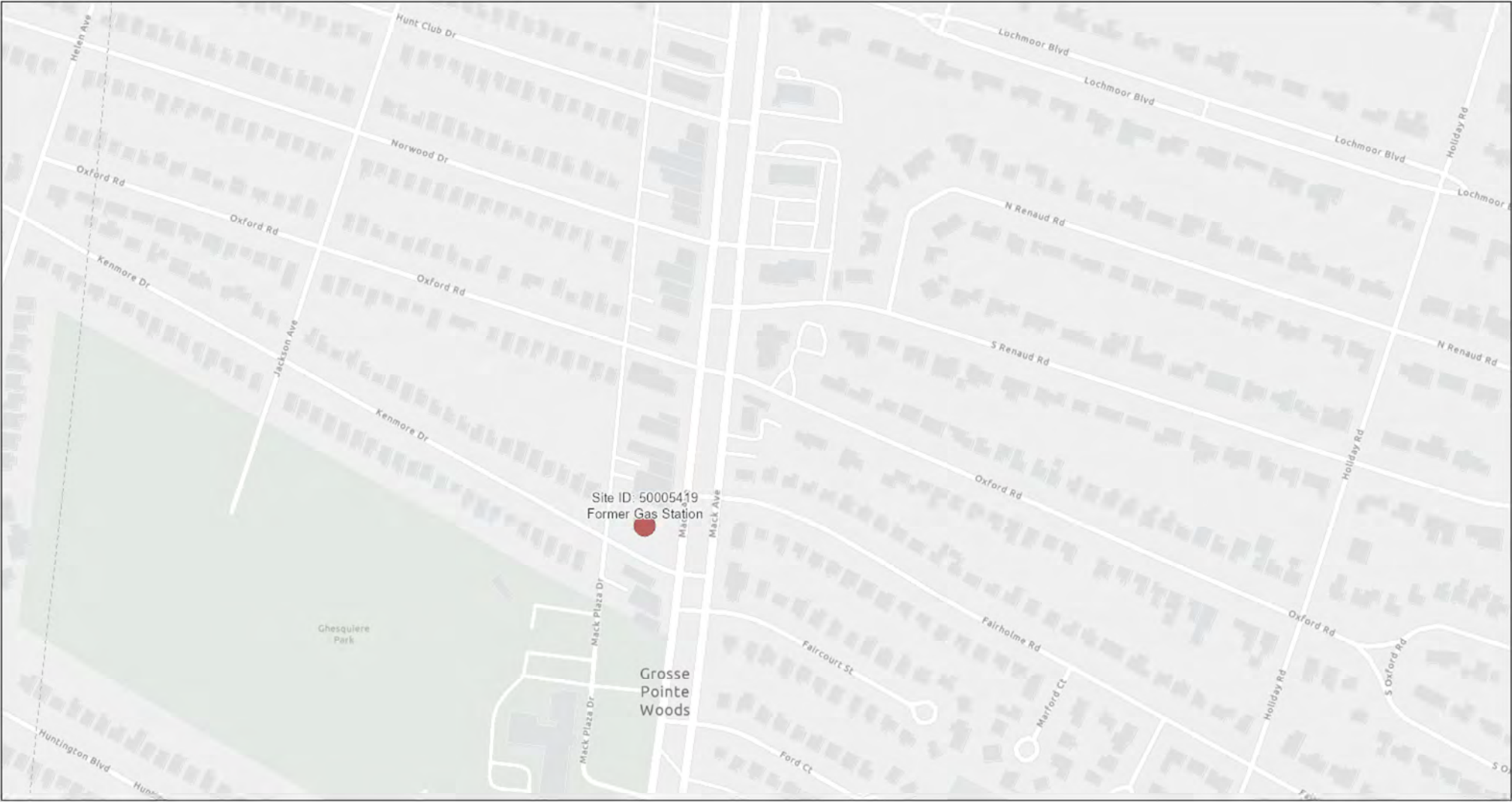
Slope: 0 to 1 percent
Depth to restrictive feature: 0 inches to manufactured layer
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Very low (0.00 to 0.00 in/hr)



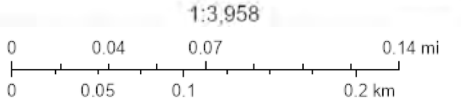
APPENDIX D

EGLERIDE MAPPER

ArcGIS Web Map



9/19/2025, 9:40:10 AM



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

MEMO

VIA EMAIL: buccellato@buccdevelopment.com

To: Justin Buccellato

From: Julie Kroll, PE, PTOE
Massara Khalid
Fleis & VandenBrink

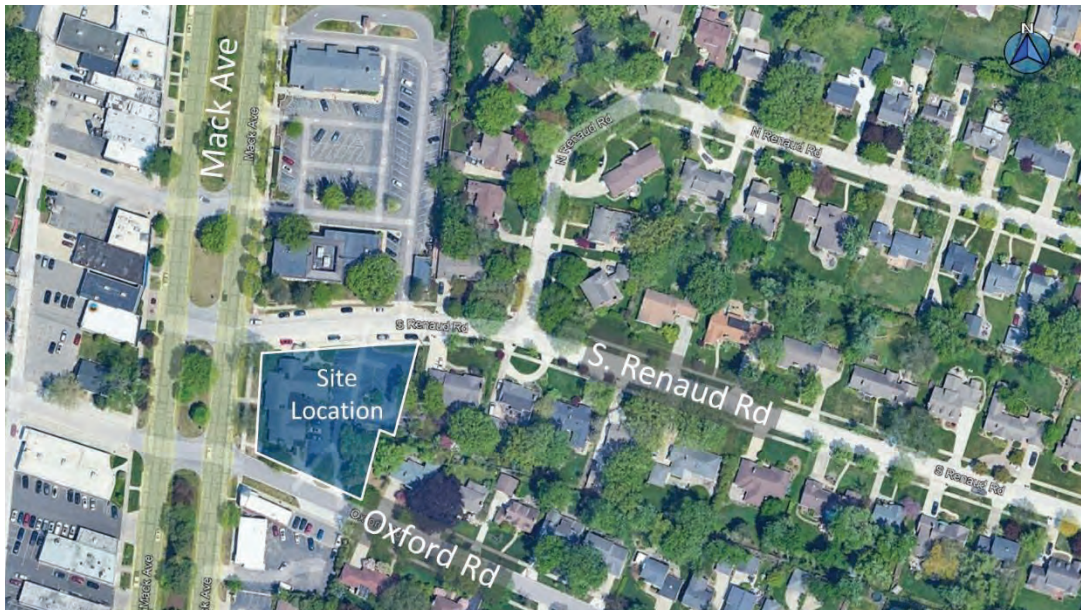
Date: August 11, 2025
Revised September 11, 2025

Re: 20160 Mack Avenue – Retail Development
Grosse Pointe Woods, Michigan
Trip Generation Analysis

1 INTRODUCTION

This memorandum presents the results of the Trip Generation Analysis (TGA) for the proposed mixed-use development in Grosse Pointe Woods, Michigan. The project site is located at 20160 Mack Avenue, between Oxford Road and S. Renaud Road, as shown in **Exhibit 1**. The proposed development includes the construction of a mixed-use development that includes multi-family residential and retail land uses, on property that was previously occupied by a medical office. The project site will close one (1) of the existing driveways on Oxford Road; the proposed access to the project site will maintain one (1) driveway on Oxford Road and one (1) driveway on S. Renaud Road, both of which are under the jurisdiction of the City. A TGA has been required for this project, as part of the site plan approval process.

EXHIBIT 1: SITE LOCATION MAP



The scope of work for this study was prepared based upon Fleis & VandenBrink's (F&V) knowledge of the study area, understanding of the development program, accepted traffic engineering practice, professional experience, and the methodologies published by the Institute of Transportation Engineers (ITE). Sources of data for this study include the Michigan Department of Transportation (MDOT), the Michigan Traffic Crash Facts (MTCF) database, and ITE.

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P: 248.5

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www.fvb.com

2 SITE TRIP GENERATION

2.1 SITE TRIP GENERATION

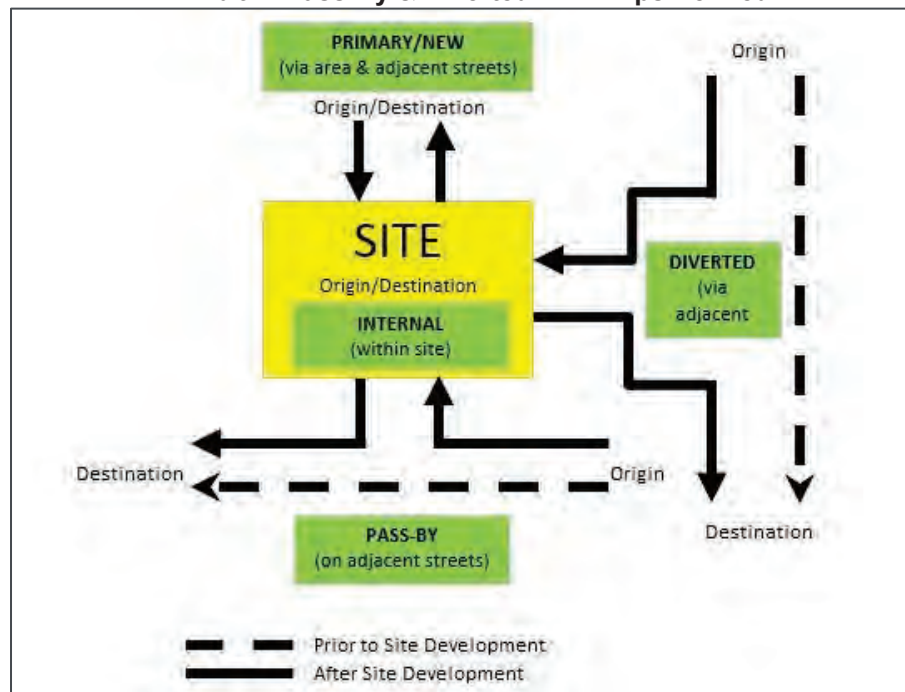
The number of weekday peak hour (AM and PM) and daily vehicle trips that would be generated by the development were calculated based on information published by the Institute of Transportation Engineers (ITE) in the *Trip Generation Manual, 12th Edition*. The proposed development includes the construction of a mixed-use development that includes multi-family residential and retail land uses. The vehicular trips generated by the proposed development are summarized in **Table 1**.

Table 1: Vehicular Trip Generation Summary

Land Use	ITE Code	Amount	Units	Average Daily Traffic (vpd)	AM Peak Hour (vph)			PM Peak Hour (vph)		
					In	Out	Total	In	Out	Total
Multi-Family Housing (Low-Rise)	220	8	DU	50	1	2	3	2	2	4
Strip Retail Plaza (<40k SF)	822	8,900	SF	605	19	16	35	36	35	71
<i>Pass-By (0% AM, 40% PM)</i>				121	0	0	0	14	14	28
New Trips				484	19	16	35	22	21	43
Total Trips				655	20	18	38	38	37	75
Total Pass-By				121	0	0	0	14	14	28
Total New Trips				534	20	18	38	24	23	47

As is typical of commercial developments, a portion of the trips generated are from vehicles that are already on the adjacent roadways and will pass the site on their way from an origin to their ultimate destination. Therefore, not all traffic at the site driveways is necessarily new traffic added to the street system. This percentage of the trips generated by the development are considered either “pass-by” or “diverted link” trips, which are already present within the adjacent street system. These trips are therefore reduced from the total external trips generated by a study site. The pass-by and diverted link trips impact on the study intersections are shown in Exhibit 1. The percentage of pass-by trips used in this analysis was determined based on the rates published by ITE in the *Trip Generation Manual, 12th Edition*.

Exhibit 1: Pass-By & Diverted Link Trips Defined



2.2 TRIP GENERATION COMPARISON

The existing building on the project site is currently being utilized as a medical office. The number of weekday peak (AM and PM) and daily vehicle trips that are generated by the existing use of the project site were calculated based on the data published by ITE in the *Trip Generation Manual, 12th Edition*. The trip generation forecast for the existing use was compared to the proposed development, as shown in **Table 2**.

Table 2: Trip Generation Comparison

Scenario	Land Use	ITE Code	Amount	Units	Average Daily Traffic (vpd)	AM Peak Hour (vph)			PM Peak Hour (vph)		
						In	Out	Total	In	Out	Total
Existing Site	Medical-Dental Office Building	720	11,826	SF	405	28	7	35	11	27	38
Proposed Use	Multi-Family Housing (Low-Rise)	220	8	DU	50	1	2	3	2	2	4
	Strip Retail Plaza (<40k SF)	822	8,900	SF	605	19	16	35	36	35	71
	Total				655	19	16	35	36	35	71
Difference					250	-9	9	0	25	8	33

The results of the trip generation comparison indicate that the proposed development is comparable to the existing use of the project site.

3 SITE TRIP DISTRIBUTION

The vehicular trips that would be generated by the proposed development were assigned to the study roadway network based on existing peak hour traffic patterns in the adjacent roadway network, the proposed site access points, and the methodologies published by ITE. Current traffic volume along Mack Avenue was obtained from the MDOT Traffic Count Database System (TCDS) website, for use in determining the project site distribution.

Additionally, traffic volume data was not available along Oxford Road and S. Renaud Road. It is expected that some residents of the adjacent neighborhoods on Oxford Road and S. Renaud Road will access the proposed retail development to/from the east of the site. However, it is expected that the majority of traffic generated by the proposed development will be to/from Mack Ave.

The ITE trip distribution methodology assumes that vehicle trips will enter the network and access the development, then leave the development, and return to their direction of origin. However, in order to provide a conservative analysis, the pass-by trips were not considered for the purpose of this TGA. The site trip distributions utilized in this analysis are summarized in **Table 3**.

Table 3: Site Trip Distribution

To/From	Via	Residential		Commercial	
		AM	PM	AM	PM
North	Mack Ave	43%	38%	47%	38%
South	Mack Ave	47%	52%	43%	52%
East	S Renaud Road	5%	5%	5%	5%
East	Oxford Road	5%	5%	5%	5%
Total		100%	100%	100%	100%

The site-generated vehicular traffic volumes shown in **Table 1** were distributed to the study roadway network according to the site trip distribution shown in **Table 3**. The project site trip distribution volumes are shown in the attached **Figure 1**.

4 SAFETY REVIEW

4.1 CRASH ANALYSIS

A crash analysis was conducted at the intersections of Mack Avenue & S. Renauld Road and Mack Avenue & Oxford Road. The crash data used in the analysis was obtained from the Michigan Traffic Crash Facts (MTCF) website, for the most recent **five years** (January 1, 2020, to December 31, 2024) of available data.

The results of the crash analysis indicate that a total of 17 crashes occurred within the study area, based on the five years of available crash data. There 13 crashes reported at the Mack Avenue & Oxford Road intersection and four (4) crashes reported at the Mack Avenue & S. Renauld Road intersection.

- The majority (94%) of the crashes were due to failure to yield to traffic on Mack Ave. within the bi-directional crossovers.
- Three (3) crashes resulted in “Type-B” injuries and three (3) crashes resulted in “Type-C” injuries.

4.2 MULTI-MODAL REVIEW

The existing non-motorized facilities and the interconnectivity to the project site are shown in the attached **Figure 2**, indicating possible points of conflict between motorized traffic and pedestrian / bicycle traffic on the adjacent study roadways. Below is a summary of the existing non-motorized facilities:

- Sidewalk is currently provided along both sides of Mack Avenue, S. Renauld Road, and Oxford Road, within proximity of the project site.
- There are two (2) bus stops located within close proximity to the project site, including one (1) bus stop adjacent to the property frontage on Mack Avenue.
- Bike lanes are not provided along any of the study roadways, within close proximity of the project site.

The proposed development includes the removal of one (1) of the existing driveways on Oxford Road, which will reduce the number of conflict points between motorized vehicles and pedestrian / bicycle traffic, thereby improving non-motorized safety. Additionally, existing sidewalks are provided along all of the adjacent study roadways and is proposed internal to the site; therefore, pedestrian connectivity will be provided in all directions between the project site and the adjacent roadway network.

5 CONCLUSIONS

The conclusions of this TGA are as follows:

- The trips generated by the proposed development will access the property via driveways on S. Renauld Road and Oxford Road. The majority of traffic is expected to travel to/from Mack Avenue.
- A trip generation comparison was performed, indicating that the proposed development is comparable to the previous use (medical office building) of the project site.
- A crash analysis was conducted at the adjacent intersections of Mack Avenue & S. Renauld Road and Mack Avenue & Oxford, based on the most recent five (5) years of available data in the MTCF database. Detailed review of the crash reports (UD-10s) indicates that the majority (94%) of the crashes at the study intersections involved vehicles within the bi-directional crossovers.
- The proposed development plan includes the removal of one (1) of the existing site driveways on Oxford Road, which will reduce the number of conflict points between motorized vehicles and pedestrian / bicycle traffic, thereby improving non-motorized safety.
- Sidewalk is provided along all the adjacent study roadways and is proposed internal to the site; therefore, pedestrian connectivity will be provided in all directions between the project site and the adjacent roadway network.

Any questions related to this memorandum, study, analysis, and results should be addressed to Fleis & VandenBrink.



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Michigan.

A handwritten signature in blue ink that reads "Julie M. Kroll".

Julie M. Kroll

2025.09.11

14:46:47 -04'00'

Attachments: Figures 1 – 2
Site Plan
Traffic Volume Data



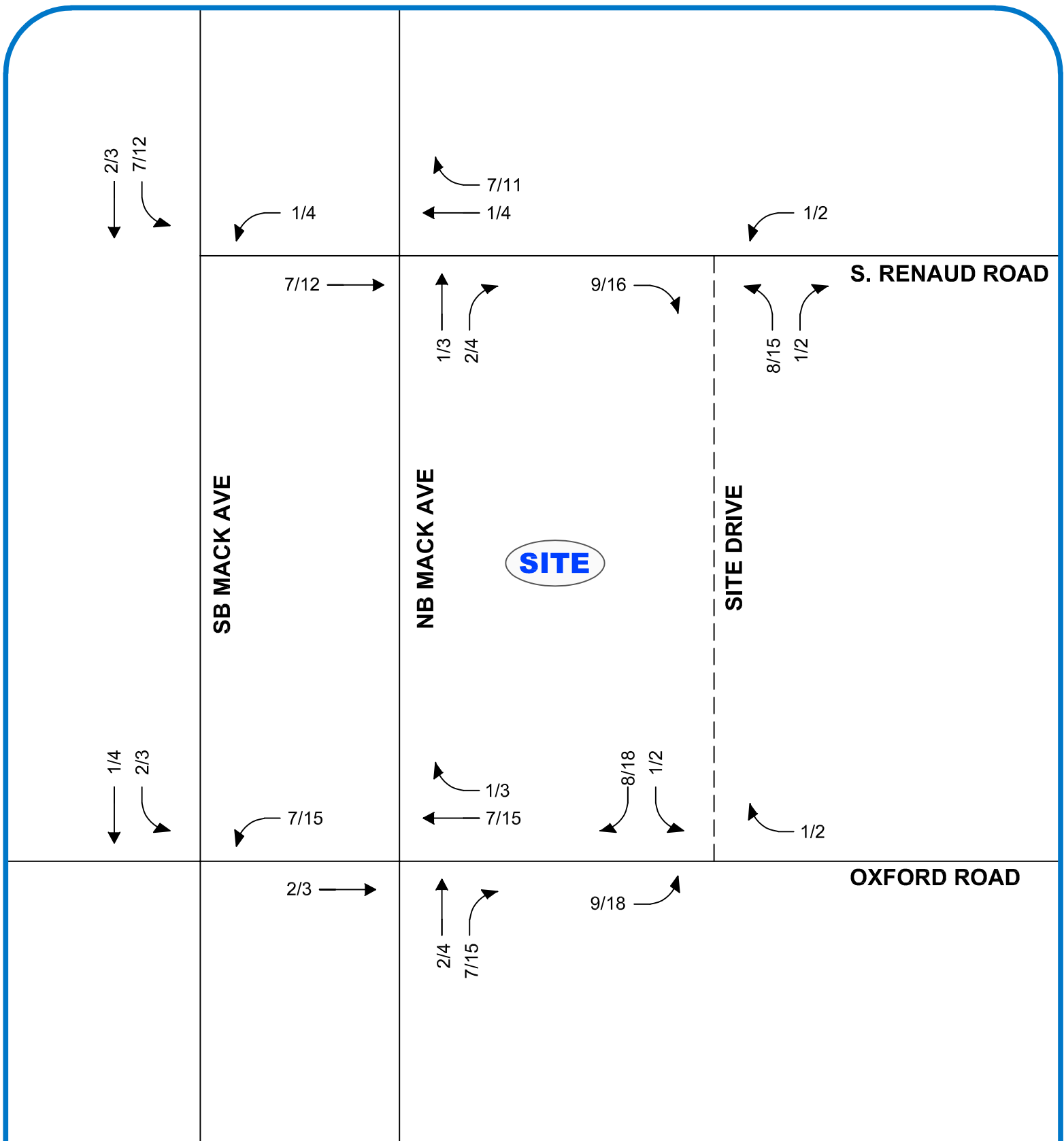
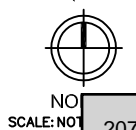


FIGURE 1 **SITE-GENERATED TRAFFIC VOLUMES**

BUCCELLATO RETAIL TGA - GROSSE POINTE WOODS, MI

LEGEND

- ROADS
- TRAFFIC VOLUMES (AM/PM)



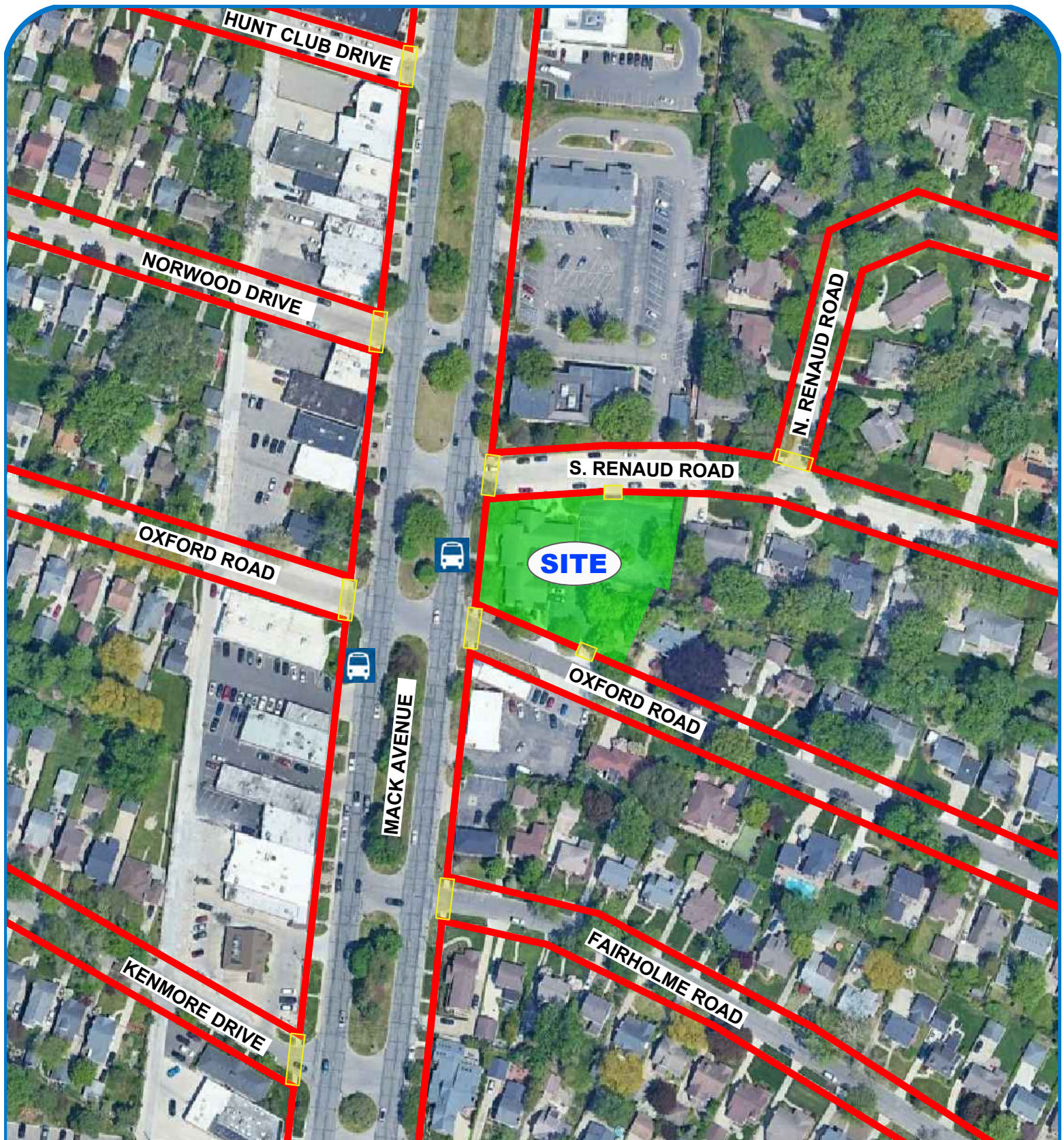


FIGURE 2 MULTI-MODAL CIRCULATION PLAN

BUCCELLATO RETAIL TGA - GROSSE POINTE WOODS, MI

LEGEND



SITE LOCATION



BIKE LANE



EXISTING SIDEWALK



EXISTING CROSSWALK /
CONFLICT POINT



BUS STOP

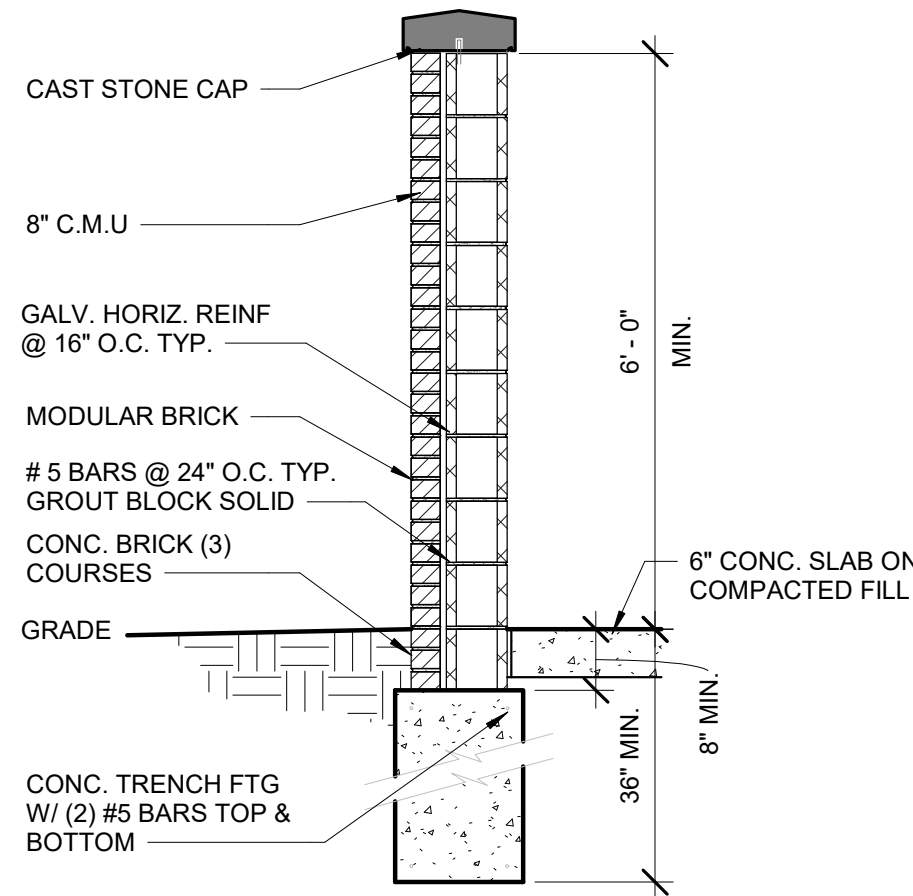


NORTH
SCALE: NOT TO SCALE

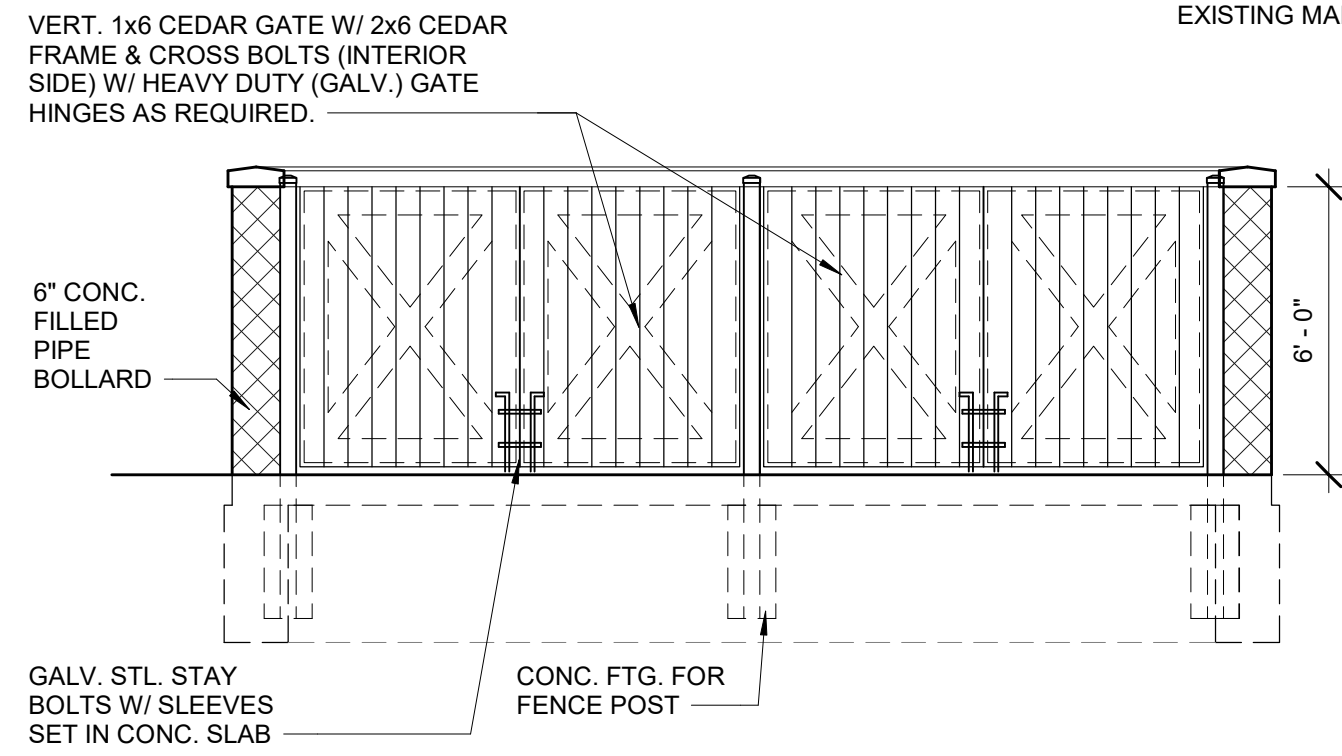
PROPOSED BUILDING FLOOR AREA AND PARKING			
FLOOR AREA	BUILDING USASE	PARKING PER USABLE AREA	PROPOSED REQUIRED PARKING
8,800 SF	RETAIL	200 SF	44
	MULTI-FAMILY RESIDENTIAL	6 UNITS (1BR/EFFICIENCY) 2 SP. EA.	12
NOTE: ORIGINAL PARKING COUNT = 34 SPACES. ADDED 11 OFF-STREET PARKING SPACES			56 TOTAL REQUIRED

Parking Schedule		* Calculations resulting in fractional space. When units or measurements determining the number of required parking spaces result in a requirement of a fractional space, any fraction up to and including one-half shall be disregarded and fractions over one-half shall require one parking space
Count		

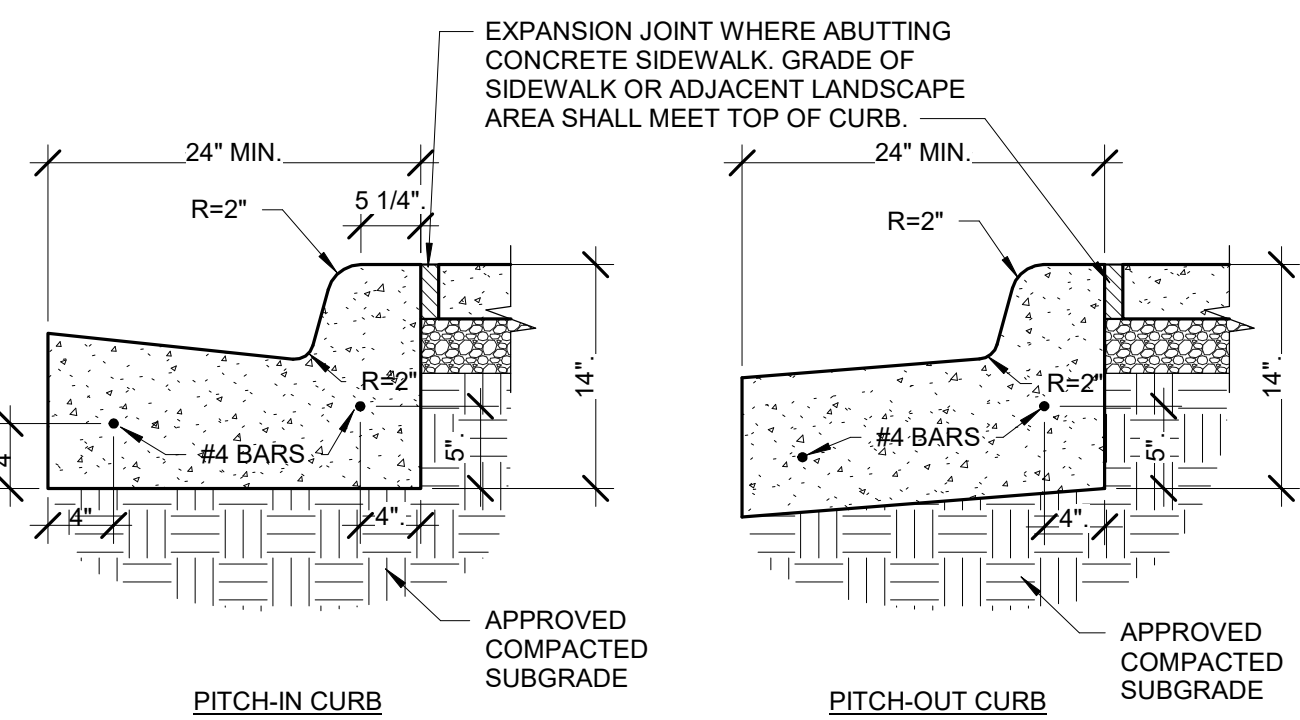
45	OFF-STREET	+ 4 METERED PARKING SPACES MACK AVE.
58	TOTAL	+ 9 PARKING SPACES - S RENAUD RD.



2 Section At Dumpster Screen
A1 1/2\"/>



3 Dumpster Screening Detail
A1 1/4\"/>



- NOTES:
- CONCRETE SHALL BE 3500 PSI AT 28 DAYS, AIR-ENTRAINED.
 - TRANSVERSE EXPANSION JOINTS SHALL BE PROVIDED AT 20 FOOT INTERVALS WITH PRE-MOLDED BITUMINOUS JOINT FILLER, RECESSED 1/4" FROM SURFACE.
 - HALF DEPTH CONTRACTION JOINTS SHALL BE PROVIDED AT 10 FOOT INTERVALS.
 - 14" CURB DEPTH SHALL BE MAINTAINED AT DEPRESSED OR FLUSH CURBED AREAS.

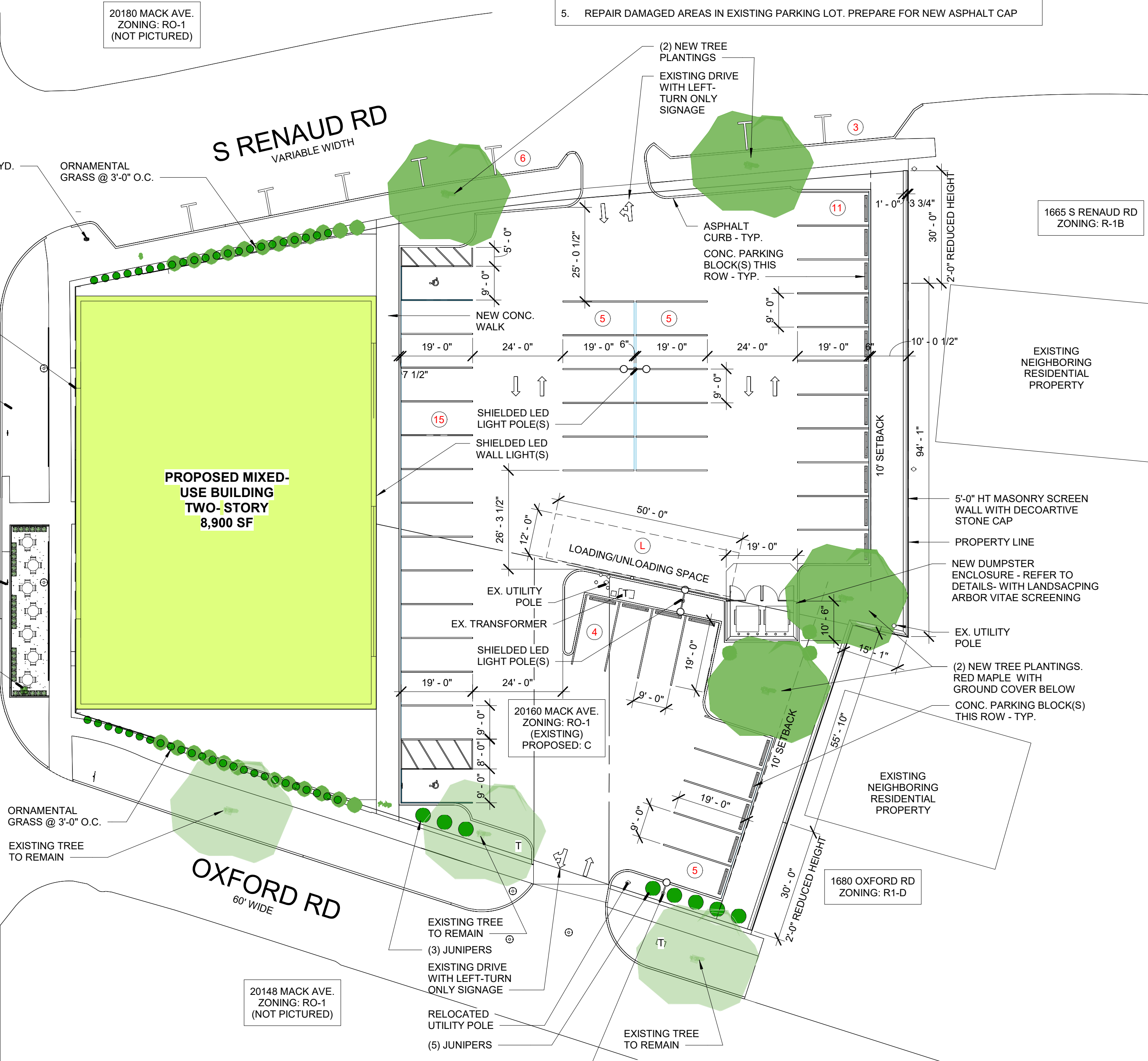
4 CONCRETE CURB AND GUTTER DETAIL
A1 1\"/>

SITE AREA:
EXISTING SITE AREA: 33,007 SF (0.758 ACRES)
PARKING LOT AREA: 18,746 SF
LOT SIZE: (EXISTING UNCHANGED)

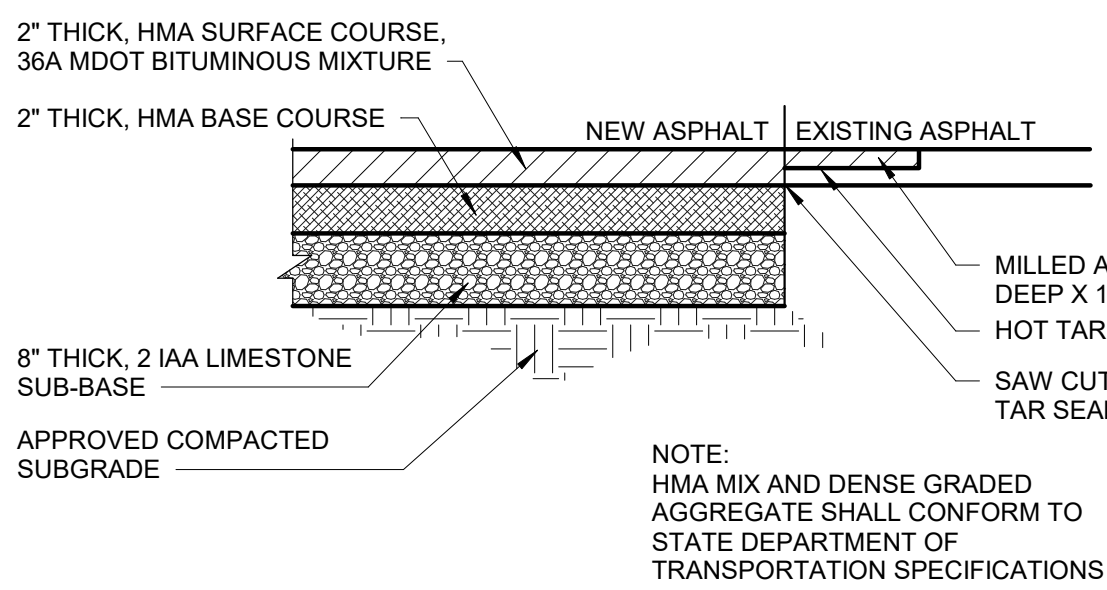
SETBACKS:
C-COMMERCIAL BUSINESS
FRONT YARD SETBACK: 0
SIDE YARD SETBACK: 0
CORNER LOT
MAXIMUM BUILDING HEIGHT: (2) STORIES 28 FEET
PROPOSED HEIGHT: 18 FEET

DEMOLITION SCOPE:

- ALL DEMOLITION WORK REQUIRED IS NOT NECESSARILY LIMITED TO WHAT IS DESCRIBED IN THE DEMOLITION SCOPE. THE INTENT IS TO REMOVE ALL MECHANICAL, ELECTRICAL, AND ARCHITECTURAL ITEMS AS REQUIRED TO FACILITATE NEW CONSTRUCTION.
- EXISTING STRUCTURE AND BASEMENT TO BE DEMOLISHED COMPLETELY. DISCONNECT AND CAP EXISTING UTILITIES AS REQUIRED PRIOR TO DEMOLITION.
- GENERAL PRECAUTIONS SHALL BE TAKEN AS NECESSARY TO HOLD ALL DISRUPTION, DUST, DIRT, NOISE, AND DEBRIS TO A MINIMUM. G.C. TO OBTAIN DEMOLITION PERMIT AND PROVIDE ALL NECESSARY BARRIERS AND SAFETY MEASURES IN COMPLIANCE WITH REQUIREMENTS BY AHJ.
- REMOVE ALL DEBRIS FROM THE SITE AND LEGALLY DISPOSE OF THESE MATERIALS.
- REPAIR DAMAGED AREAS IN EXISTING PARKING LOT. PREPARE FOR NEW ASPHALT CAP



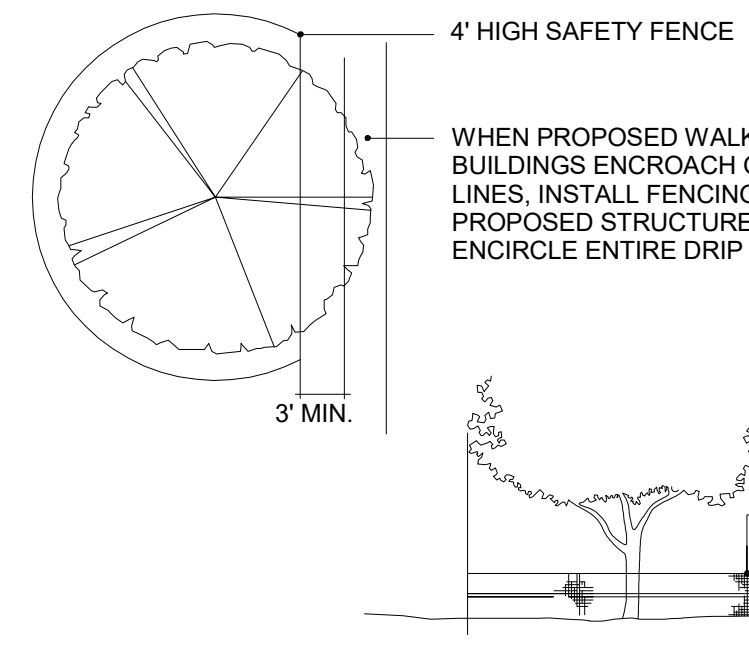
1 SITE PLAN
A1 1\"/>



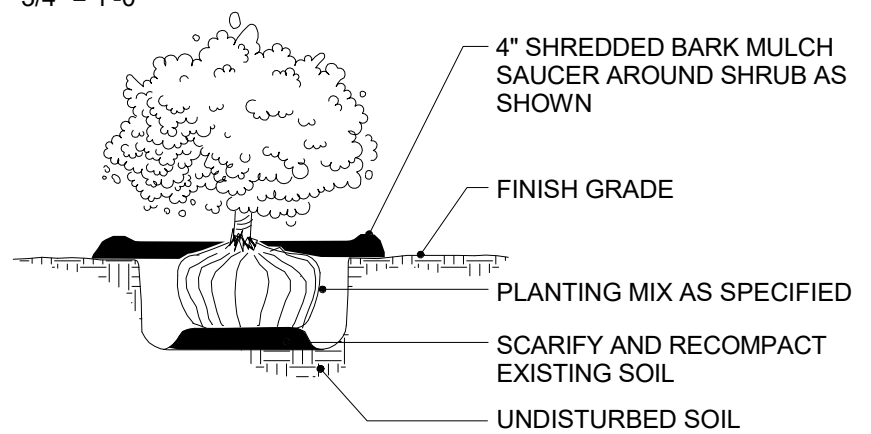
5 ON-SITE FULL DEPTH ASPHALT PAVEMENT DETAIL
A1 1\"/>

GENERAL SITE PLAN NOTES

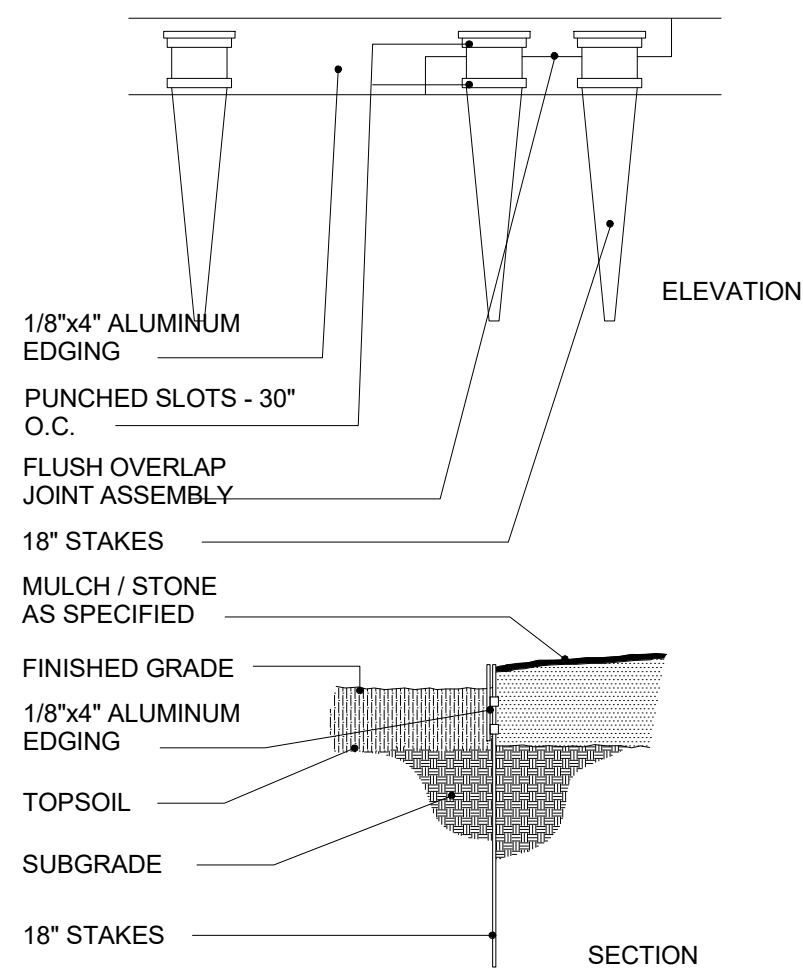
- PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:
- CONCRETE: PORTLAND CEMENT TYPE IA (AIR-ENTRAINED) WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1 1/2 TO 3 INCHES.
- ASPHALT: BASE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100L, 20AA; SURFACE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100T, 20AA; ASPHALT CEMENT PENETRATION GRADE 85-100, BOND COAT - MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD; MAXIMUM 2 INCH LIFT.
- PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.
- ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.
- ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-S164.
- ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT EDITION.
- ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.
- ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.
- CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.
- FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKewise ARRANGE FOR ALL INSPECTION.
- EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS.
- EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.
- SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.
- ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.
- FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 98% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.
- ALL LANDSCAPED AREAS TO BE PROVIDED W/ SPRINKLER SYSTEMS FOR 100% COVERAGE.
- MAINTAIN EXISTING DRAINAGE PATTERNS ON SITE IN COMPLIANCE WITH REQUIREMENTS OF AHJ.
- EXISTING UTILITIES ON SITE TO REMAIN - TYP. U.N.O.
- MAINTAIN EXISTING SITE TOPOGRAPHY - TYP. U.N.O.



8 TREE PROTECTION DETAIL
A1 3/4\"/>



7 SHRUB PLANTING DETAIL
A1 3/4\"/>



6 ALUMINUM EDGING DETAIL
A1 3/4\"/>



STUCKY VITALE ARCHITECTS
27172 WOODWARD AVENUE
ROYAL OAK, MI 48067-0925
P. 248.546.6700
F. 248.546.8454
WWW.STUCKYVITALE.COM

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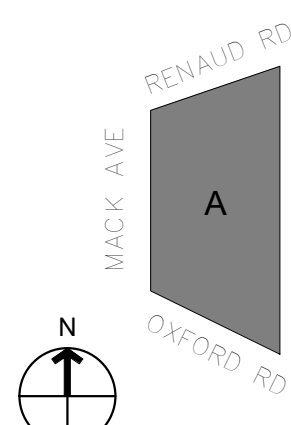
Consultants

Seal:

Project :
RETAIL DEVELOPMENT

20160 Mack Ave, Grosse
Pointe Woods, MI 48236

Key Plan:



Issued for

CITY SUBMITTAL	03.14.25
CITY SUBMITTAL	04.17.25
UPDATE	
CITY SUBMITTAL	05.14.25
UPDATE	

Drawn by :
JGB, JPM
Checked by :
JPM, JAV

Sheet Title :
SITE PLAN + LANDSCAPE PLAN + DETAILS

Project No. :
2025.018

Sheet No. :

A1



Volume Count Report

LOCATION INFO	
Location ID	50-5362
Type	SPOT
Funct'l Class	4
Located On	Greater Mack Ave
BETWEEN	Avalon St AND Maxine St
Direction	2-WAY
County	Macomb
Community	St Clair Shores
MPO ID	51633
HPMS ID	
Agency	MDOT



COUNT DATA INFO	
Count Status	Accepted
Holiday	No
Start Date	Wed 7/9/2025
End Date	Thu 7/10/2025
Start Time	12:00:00 AM
End Time	12:00:00 AM
Direction	2-WAY
Station	
Study	
Speed Limit	
Description	
Sensor Type	Video (Length-based)
Source	CombineVolumeCountsIncremental
Latitude,Longitude	

INTERVAL:15-MIN					
Time	15-min Interval				Hourly Count
	1st	2nd	3rd	4th	
0:00-1:00	17	13	7	11	48
1:00-2:00	6	7	2	3	18
2:00-3:00	6	2	2	2	12
3:00-4:00	0	3	2	3	8
4:00-5:00	4	9	14	18	45
5:00-6:00	14	26	44	36	120
6:00-7:00	48	57	90	114	309
7:00-8:00	118	101	197	189	605
8:00-9:00	191	198	210	249	848
9:00-10:00	206	213	227	241	887
10:00-11:00	237	265	251	273	1,026
11:00-12:00	296	314	319	316	1,245
12:00-13:00	330	315	359	368	1,372
13:00-14:00	334	344	318	346	1,342
14:00-15:00	302	302	262	333	1,199
15:00-16:00	365	322	332	299	1,318
16:00-17:00	360	367	370	345	1,442
17:00-18:00	362	348	386	364	1,460
18:00-19:00	306	329	331	289	1,255
19:00-20:00	247	222	221	208	898
20:00-21:00	197	157	161	119	634
21:00-22:00	126	129	106	96	457
22:00-23:00	60	52	43	42	197
23:00-24:00	36	26	28	14	104
Total					16,849
AADT					16,849
AM Peak	11:45-12:45				1,320
PM Peak	17:00-18:00				1,460

NOTES/FILES			
	Note	Date	

Volume Count Report



LOCATION INFO	
Location ID	50-5362_NE
Type	SPOT
Funct'l Class	4
Located On	Greater Mack Ave
Loc On Alias	
BETWEEN	Avalon St AND Maxine St
Direction	NE
County	Macomb
Community	St Clair Shores
MPO ID	51633
HPMS ID	
Agency	MDOT

INTERVAL:15-MIN					
Time	15-min Interval				Hourly Count
	1st	2nd	3rd	4th	
 0:00-1:00	10	5	4	7	26
1:00-2:00	4	3	1	3	11
2:00-3:00	3	2	0	1	6
3:00-4:00	0	1	0	1	2
4:00-5:00	2	5	5	5	17
5:00-6:00	6	9	14	10	39
6:00-7:00	20	24	28	38	110
7:00-8:00	55	48	97	81	281
8:00-9:00	81	105	94	126	406
9:00-10:00	115	121	114	122	472
10:00-11:00	125	121	128	141	515
11:00-12:00	156	187	174	160	677
12:00-13:00	189	169	211	178	747
13:00-14:00	168	185	155	172	680
14:00-15:00	153	142	135	178	608
15:00-16:00	216	179	189	166	750
16:00-17:00	192	199	198	197	786
17:00-18:00	206	210	216	205	837
18:00-19:00	176	172	196	143	687
19:00-20:00	115	109	112	100	436
20:00-21:00	100	72	85	53	310
21:00-22:00	66	69	44	44	223
22:00-23:00	24	30	18	23	95
23:00-24:00 	14	13	16	7	50
Total					8,771
AM Peak	11:45-12:45				729
PM Peak	17:00-18:00				837

NOTES/FILES			
	Note	Date	

Volume Count Report

LOCATION INFO	
Location ID	50-5362_SW
Type	SPOT
Funct'l Class	4
Located On	Greater Mack Ave
Loc On Alias	
BETWEEN	Avalon St AND Maxine St
Direction	SW
County	Macomb
Community	St Clair Shores
MPO ID	51633
HPMS ID	
Agency	MDOT

INTERVAL:15-MIN					
Time	15-min Interval				Hourly Count
	1st	2nd	3rd	4th	
 0:00-1:00	7	8	3	4	22
1:00-2:00	2	4	1	0	7
2:00-3:00	3	0	2	1	6
3:00-4:00	0	2	2	2	6
4:00-5:00	2	4	9	13	28
5:00-6:00	8	17	30	26	81
6:00-7:00	28	33	62	76	199
7:00-8:00	63	53	100	108	324
8:00-9:00	110	93	116	123	442
9:00-10:00	91	92	113	119	415
10:00-11:00	112	144	123	132	511
11:00-12:00	140	127	145	156	568
12:00-13:00	141	146	148	190	625
13:00-14:00	166	159	163	174	662
14:00-15:00	149	160	127	155	591
15:00-16:00	149	143	143	133	568
16:00-17:00	168	168	172	148	656
17:00-18:00	156	138	170	159	623
18:00-19:00	130	157	135	146	568
19:00-20:00	132	113	109	108	462
20:00-21:00	97	85	76	66	324
21:00-22:00	60	60	62	52	234
22:00-23:00	36	22	25	19	102
23:00-24:00 	22	13	12	7	54
Total					8,078
AM Peak	11:45-12:45				591
PM Peak	12:45-13:45				678

NOTES/FILES			
	Note	Date	

November 18, 2025

City of Grosse Pointe Woods Planning Commission

Dear Planning Commission members,

For the past seven months, residents in the community surrounding 20160 Mack Avenue (and all over Grosse Pointe Woods) have been voicing concerns regarding the rezoning of the parcel and proposed new development. I thank you for taking some of the issues into consideration; however, I feel it is important to re-address many concerns, as the scope of the project has drastically changed.

The initial structure (April 2025 Planning Commission Public Hearing) comprised a one-story building with three individual retail units (11,000 total SF), with no planned uses or business-types provided by the developer. Residents voiced many concerns regarding traffic and pedestrian safety, lack of onsite parking, noise and light pollution, storm water drainage, lack of green space and more.

We are now presented with a new development consisting of two stories, 17,600 SF (almost double), with four planned retail units on the first floor and seven residential apartments on the second. The issues raised by residents over the past seven months are still extremely valid, given the expanded scope and include the following:

1. Parking - While McKenna is currently noting that the proposed development offers a variety of uses and flexibility, they also state that each end user will be evaluated during the site plan phase – AFTER conditional zoning approval has occurred. I hope that the planning commission is seriously weighing all of the possible scenarios that could occur. The apartments were described in the last commission meeting as ‘high-end’ by the architect, so what if there are multiple qualified tenants who would require more than one parking space per unit? Other considerations: Will these residential spaces be off limits to the customers of the retail establishments?; What about visitor and delivery parking for the residential units?; How can the correct allotment of manager and employee parking be guaranteed for the retail units when the businesses are unknown?; Will DoorDash, Uber Eats etc. drivers double-park on the residential streets to run in if the lot is full?; to name just a few. Currently, there is one medical office with an adjoining parking lot. We are faced with a rather large jump to a 4 retail/7 residential unit building. This most definitely guarantees that parking will overflow onto the adjoining streets.
2. Use of space - Once again, no retail tenants have been named. Every other item that has come before the Planning Commission has the intended occupant stated. What if these retail establishments fail to command any new business once built? Will they sit empty awaiting potential lessees? The developer is also adding the condition that *“The property shall be limited to one potential “quick services restaurant” with no drive-through and shall not exceed 3,200 square feet”*. The surrounding neighborhoods have stated time and again that they don’t support food establishments of any kind, due to several adverse factors that will affect the community. A second condition states that the restaurant shall operate between the

hours of 6:00 a.m. and 10:00 p.m. and hard liquor sales shall not be permitted. This brings the following questions to mind: When do the residents get to enjoy their homes in peace?; No hard liquor is allowed, but what about beer and wine, which can lead to disorderly patrons?; Who is going to rent expensive apartments on top of retail and restaurant establishments and when do they get any peace in their homes?; and, Has anyone considered ADA accessibility standards for 2nd floor apartments?

3. Traffic and safety - A Trip Generation Analysis (TGA) was performed by Fleis & Vandenbrink, based on their *“knowledge of the study area, understanding of the development program, accepted traffic engineering practice, professional experience, and the methodologies published by the Institute of Transportation Engineers (ITE).”*. But what about the daily experience that residents have, navigating the area roads and this intersection in particular? Their concerns dealing with the heavily traversed Mack Avenue, blind spots turning from residential streets, and the ability to carefully navigate with other traffic and pedestrians has been brought to the attention of the commission and city council several times. Is the Planning Commission aware that there was a bad traffic accident that occurred recently on September 17th? A truck and an SUV ended up on the front lawn of the medical office, after taking out the postal dropbox and nearby signs. What if there had been an outdoor patio with customers in this space? These are real-life experiences, based on fact rather than assumption and theoretical calculations. Also, the MDOT traffic count presented in the agenda was located on Greater Mack Avenue between Avalon and Maxine streets – in St. Clair Shores, not Grosse Pointe Woods.
4. Advertising - Lastly, is the commission aware that this piece of property had been advertised nationally as ‘commercial’ (now ‘mixed-use’) since early 2025? <https://landmarkcres.com/properties/grosse-pointe-woods-new-development/>. The State of Michigan requires real estate brokers to operate within legal boundaries and maintain professional standards. The Michigan Consumer Protection Act prohibits brokers from presenting false or misleading representations regarding property conditions, legal status, market value, etc. Rezoning has not officially occurred on this property, yet there is a new development brochure online, as well as a brokerage sign in front of 20160 Mack Ave., implying zoning other than RO-1.

Residents still have faith and expect that the Planning Commission will think critically and debate this proposal with careful consideration. Our homes are our refuge and sanctuary, and this development is sure to create a significant deal of change in a short period of time. Please think of the long-term effects this will have on the community, as well as the reason people are drawn to this city in the first place (peace and safety), and vote ‘no’ on rezoning this property to commercial. Thank you for your time and consideration.

Respectfully,

C. McIver
1653 S. Renaud Rd

PROTEST PETITION

20160 Mack Avenue Conditional Rezoning from RO-1 to Commercial - Application Dated September 30 2025

RECEIVED

DEC 15 2025

Under the **City of Grosse Pointe Woods, Chapter 50, Zoning Ordinance, Section 50-7.14 Amendments, Paragraph A. Authority of Council; procedure; protests**, the undersigned hereby present their protest of the proposed conditional rezoning of 20160 Mack Avenue from RO-1 to Commercial. The undersigned are owners of over 20% of the area of land included within an area extending outward 100 feet from any point on the boundary of 20160 Mack Avenue not counting publicly owned land. Therefore, pursuant to section 50-714-A, **such rezoning of 20160 Mac Avenue from RO-1 to Commercial shall not be passed except by the favorable vote of five members of the council, regardless of how many members are present at the time the vote is taken.**

1651 Oxford
Address:
Property Owner: Janet Appler
Date: 11-24-2025

Janet Appler
Address: 1640 OXFORD
Property Owner: WILLIAM WORDEN
Date: 11-24-2025

William Worden
Address: 1680 OXFORD
Property Owner: GARY FELTS
Date: 11-24-2025

THOMAS MALBOWE
Address: 1700 S. RENAUD
Property Owner:
Date: 11/24/2025

Jon Dougherty
Address:
Property Owner:
Date:

Francis Francis
Address: 11670 Oxford Rd
Property Owner:
Date: 11-24-2025

Brian Shenstone
Address: 1692 N RENAUD
Property Owner:
Date: 11-24-25
BRIAN SHENSTONE

Matthew McIVER
Address: 1653 S. RENAUD
Property Owner: MATTHEW McIVER
Date: 11-24-25

Matthew W. McIVER
Address:
Property Owner:
Date:

I, Jon Dougherty, residing at 1665 Renaud Grosse Pointe Woods MI 48236, certify that I am the circulator of this Protest Petition, and that all signatures were obtained by me with each of the signatories, and that all signatures were signed by each resident in my presence on the date stated.

Patricia Dougherty
Address: 1665 S. RENAUD
Property Owner: PATRICIA DOUGHERTY
Date: 11-28-25

OXFORD
Address:
Property Owner:
Date:

X Kathleen R. Malo
Address: 1681 OXFORD
Property Owner: KATHLEEN MALO
Date: 12-3-25

Address:
Property Owner:
Date:

Jon Dougherty
Address:
Property Owner:
Date: 12-13-2025

CONDITIONAL REZONING AGREEMENT

This Conditional Rezoning Agreement ("Agreement") is made and entered into this _____ day of _____, 2026, by and between the CITY OF GROSSE POINTE WOODS ("City"), a Michigan municipal corporation, with its office located at 20025 Mack Plaza, Grosse Pointe Woods MI 48236, and MACK & OXFORD, LLC ("Owner"), 20259 Mack Ave., Suite 2, Grosse Pointe Woods, MI 48236, BUCCELLATO DEVELOPMENT ("Co-Applicant" or "Buccellato"), a _____ company whose address is 20259 Mack Ave, Suite 2 Grosse Pointe Woods, MI 48236 and Oxford, LLC ("Co-Applicant" or "Oxford"), a _____ company whose address is 20259 Mack Ave., Suite 2, Grosse Pointe Woods, MI 48236.

RECITALS

A. Mack & Oxford, LLC has purchased the real property located at 20160 Mack Ave, Grosse Pointe Woods, MI 48236, Michigan, parcel number 009-01-0001-000, as more fully described below (the "Property").

LEGAL DESCRIPTION

Land situated in the City of Grosse Pointe Woods, County of Wayne, State of Michigan, described as follows:

All of Lot 1 and Lot 2, excepting therefrom the East 15.31 feet in Arthur J. Scully's Eastmoreland Park, being a subdivision of part of Private Claim 240, Village of Lochmoor, according to the plat thereof recorded in Liber 63, Page 42 of Plats. Also all that part of P.C. 611, Village of Grosse Pointe Woods, bounded and described as follows: Beginning at a point at the intersection of the East line of Mack Avenue, as widened, and the South line of said P.C. 611, said point being South 71 degrees East a distance of 104.43 feet from the middle line of Mack Avenue; thence along said South line of P.C. 611, South 71 degrees East a distance of 227.28 feet to the Southwest corner of Renmoor Park Subdivision; thence along the West line of said subdivision North 6 degrees, 37 minutes, 22 seconds East a distance of 124.37 feet to the South line of Renaud Road; thence along Renaud Road North 88 degrees, 22 minutes West a distance of 87.05 feet; thence turning to the left on a curve having a radius of 459.14 feet Westerly, 49.95 feet (chord bears South 88 degrees, 31 minutes West a distance of 49.93 feet); thence South 85 degrees, 24 minutes West a distance of 87.48 feet to the East side of Mack Avenue; thence along Mack Avenue South 6 degrees, 37 minutes, 22 seconds West a distance of 44.00 feet to the place of beginning.

B. Owner is the proposed developer for the Property and the authorized representative of Buccellato Development and Oxford, LLC with regard to the Property.

C. The Property consists of ___ acres of land with an existing medical office building zoned RO-1, Restricted Office District. Owner proposes to develop the Property by demolishing the existing medical office building and constructing a two-story, mixed-use building. The first floor will be approximately 8,800 sq. ft. for office, retail, food, or personal service establishments. The second floor will have up to seven (7) residential units. In order to facilitate the development of the Property, demolition of the existing medical office building, and development of the Property as a two-story, mixed-use building, Co-Applicants and Owner propose to have the Property rezoned to C. Commercial Business District.

D. The Zoning Ordinance of Grosse Pointe Woods, Section 50-7.14 (C), Conditional Rezoning, and the Michigan Zoning Enabling Act ("MZEA"), being Public Act 110 of 2006, MCL 125.3101 *et seq.*, provide authority for the rezoning of property in the City, and MZEA Section 405, being MCL 125.3405, provides for Owners to offer and authorizes the City to approve certain use and development of land as a condition to a rezoning of the land or an amendment to a zoning map.

E. Section 50-7.14 of the Zoning Ordinance recognizes that there are certain instances where it would be in the best interest of the City, as well as advantageous to the Co-Applicants, that certain conditions could be proposed as part of a request for rezoning.

F. On September 30, 2025, Buccellato submitted a Conditional Rezoning Application for the Property along with a Conditional Rezoning (CR) Plan (attached as **Exhibit A**) seeking to have the Property rezoned from RO-1 to C. The application was accompanied by a voluntary offer in writing setting forth conditions related to the use and/or development of the Property for which the rezoning was requested. The conditions apply to all portions of the Property.

G. Thereafter, on October 30, 2025, Buccellato submitted revised conditions which were also dated September 30, 2025. It is the second submission of voluntary conditions on October 30, 2025 which is the subject of this Agreement.

H. On December 9, 2025, the Planning Commission, after a public hearing held on October 28, 2025, recommended approval of the request for conditional rezoning based upon the conditions voluntarily offered by Co-Applicants in writing, which are set forth in this Agreement and the attached **Exhibit A**.

I. On _____, 2026, the Grosse Pointe Woods City Council, after a public hearing was held, approved the request for Conditional Rezoning based upon the conditions voluntarily offered by Co-Applicants in writing on behalf of which are set forth in this Agreement and the attached **Exhibit A**, and subject to completion of construction within eighteen (18) months after

the building permit is approved, including landscaping. The minutes of the City Council meeting are attached as **Exhibit B**.

J. Pursuant to Section 50-7.14 (C) of the Zoning Ordinance, this Agreement incorporates the CR Plan and sets forth the rezoning conditions, together with any other terms mutually agreed upon by the parties and shall be approved by the Grosse Pointe Woods City Council. This Agreement shall be signed by Co-Applicants, who are the proposed developer(s) and future owner(s) of the Property, and by the City.

NOW, THEREFORE, the Co-Applicants agree:

1. Conditions running with the property. This Agreement covers the Property described herein. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Co-Applicants, and the City, and their respective heirs, successors, assigns, and transferees, and shall run with the Property.

2. List of conditions. The conditional rezoning was granted based upon conditions which were voluntarily offered by the Co-Applicants. The conditions and limitations on use of the Property which formed the basis for the City's grant of the conditional rezoning are as follows:

- a. Limitation on type of occupancy – The property shall be limited to one potential “quick service restaurant” with no drive-thru and shall not exceed 3,200 square feet.
- b. Residential Use – Co-applicants and Owner are committed to constructing a second story residential use consisting of up to seven (7) apartment units.
- c. Hours of Operation – The restaurant shall operate approximately between the hours of 6:00 a.m. and 10:00 p.m. Hard liquor sales or service shall not be permitted.
- d. Setbacks – Setbacks shall be shown on Site Plan A-1.
- e. Co-Applicants will provide a Dust Mitigation Plan at time of construction.
- f. Construction Hours per City of Grosse Pointe Woods Ordinance will be followed.
- g. In accordance with Zoning Ordinance Section 50-7.14 (C) (f) and (g), unless extended by the City for good cause, the rezoning with rezoning conditions shall expire following a period of 12 months from the effective date of the rezoning unless a building permit is obtained for the project. Construction and development of the Property pursuant to the required permits issued by the City must commence within such 12-month period and proceed diligently and in good faith. The 12-month period may be extended by the City Council for an additional 6-month period upon application of the Co-Applicant(s) and following a public hearing conducted by the City Council. Construction of the entire project, including all landscaping, must be completed within eighteen (18) months from the date a building permit is approved.

3. Acknowledgments. Co-Applicants acknowledge that they voluntarily offered and consented to the conditions contained in this Agreement in connection with the conditional rezoning and future development and use of the Property, and that such conditions were offered in writing. Co-Applicants agree that the conditions contained herein are fair, reasonable, and equitable requirements and conditions; agree that the terms and conditions herein do not constitute a taking of property for any purpose or a violation of any constitutional right; and agree

to be bound by each and every provision and condition of this Agreement. Furthermore, it is agreed and acknowledged that the terms and conditions of this Agreement are necessary and roughly proportional to the burdens imposed by the conditional rezoning of the Property, and are necessary to ensure that public services and facilities will be capable of accommodating the development and use and the increased service or facility loads caused by the development and use of the Property; to protect the natural environment and conserve natural resources; to ensure compatibility with adjacent uses of land; to promote use of the Property in a socially responsible and economically feasible manner; and to achieve other legitimate objectives authorized by law.

4. Authority to execute. The parties each represent and state that the individuals signing this Agreement are fully authorized to execute this document and bind their respective parties to the terms and conditions contained herein.

5. Obligation to obtain other approvals. Co-Applicants and Owner acknowledge that any use or development approved by the conditional rezoning that may require a special approval land use, a variance, or site plan approval under the terms of the Zoning Ordinance, may only be commenced if such special land use permit, variance, and/or site plan approval is ultimately granted in accordance with the terms of the Zoning Ordinance. Proof of a valid, executed deed conveying ownership to Owner and approval of a site plan shall be required before any improvements to the Property may be undertaken.

6. Amendment. The terms of this Agreement may be amended, changed, or modified only in writing in the same manner as required to obtain the review and approval of a new rezoning with rezoning conditions.

7. Compliance with the CR Agreement. Once commenced and established, development and use of the Property must remain in compliance with the conditions of rezoning and this Agreement. Any failure to comply with a condition contained herein shall constitute a violation of the Grosse Pointe Woods Zoning Ordinance and shall be punishable as provided for therein. Additionally, any such violation shall be deemed a nuisance per se and be subject to abatement as provided by law.

8. City right to rezone. Co-Applicants acknowledge that nothing in this Agreement shall be deemed to prohibit the City from rezoning all or a portion of the Property to another zoning classification.

9. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with Michigan law.

10. Joint Drafting. No provision of this Agreement shall be construed against or interpreted to the disadvantage of one party against any other party by any court or other governmental authority by reason of any determination or assertion that one party was chiefly or primarily responsible for having drafted this Agreement.

11. Entire Agreement. This Agreement together with any agreements referenced herein, constitutes the entire agreement between the parties with respect to the subject of this Agreement.

12. Conflicts. In the event of conflict between the provisions of this Agreement and the provisions of another applicable ordinance, code, regulation, requirement, standard, or policy, the provisions of this Agreement shall prevail.

13. Severability. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain valid and enforceable to the fullest extent permitted by law.

14. Recording. This Agreement shall be binding on the parties and the Property and shall be recorded with the Wayne County Register of Deeds.

15. Counterparts. This Agreement and any amendments to it may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year recited above.

PAGE INTENTIONALLY ENDS HERE
SIGNATURES FOLLOW

SIGNATURE PAGE OF CO-APPLICANT BUCCELLATO

BUCCELLATO DEVELOPMENT

By: Justin Buccellato
Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____ of Buccellato Development.

Notary Public
Acting in Wayne County, Michigan
My Commission Expires: _____

SIGNATURE PAGE OF CO-APPLICANT OXFORD, LLC

Oxford, LLC

By: Justin Buccellato

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____ of Oxford, LLC.

Notary Public
Acting in Wayne County, Michigan
My Commission Expires: _____

SIGNATURE PAGE OF OWNER MACK & OXFORD, LLC

Mack & Oxford, LLC

By: Justin Buccellato

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____ of Mack & Oxford, LLC.

Notary Public

Acting in Wayne County, Michigan

My Commission Expires: _____

SIGNATURE PAGE OF CITY

GROSSE POINTE WOODS

By: Arthur W. Bryant
Its: Mayor

By: Paul Antolin
Its: City Clerk

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing Conditional Rezoning Statement of Conditions was acknowledged before me by Arthur W. Bryant, Mayor, and Paul Antolin, City Clerk, on behalf of the City of Grosse Pointe Woods on the _____ day of _____, 2026.

Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

Prepared by:

Debra A. Walling
ROSATI, SCHULTZ, JOPPICH and AMTSBUECHLER
27555 Executive Drive, Ste. 250
Farmington Hills, MI 48331

When recorded, return to:

Paul Antolin
City Clerk
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 20160 Mack Avenue
Buccellato Development, LLC

State of Michigan)
) ss.
County of Wayne)

I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 12/16/2025 to the following property owners in accordance with the provisions of the 2017 City Code of Grosse Pointe Woods.

Paul P. Antolin, MiPMC
City Clerk

See attached document for complete list.

City of Grosse Pointe Woods, Michigan

Notice is hereby given that the Grosse Pointe Woods City Council, under the provisions of Public Act 110 of 2006, MCL 125.3101 as amended, and Grosse Pointe Woods City Code of 2022 Chapter 50, Article 7, Section 50-7.15, will hold three Public Hearings on Monday, January 5, 2026 at 7:00 p.m., at City Hall in the Council Chamber/Courtroom (located at 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236) for the purpose of considering the following applications, all of which are Map Amendments to the Zoning Map of the City's Zoning Ordinance:

Application #1: A rezoning of 1925, 1927, and 1929 Vernier Road (Parcel ID 007 99 0003 000) from RO-1, Restricted Office to C, Commercial Business.

Application #2: A rezoning of 21800 Marter Road (Parcel ID 001 99 0001 000) from R-3, Planned Multiple Family Residential to CF, Community Facilities.

Application #3: A conditional rezoning of 20160 Mack Avenue (Parcel ID 009 01 0001 000) from RO-1, Restricted Office to C, Commercial Business (conditionally).

Additionally, Notice is hereby given that the City Council will be considering the above proposed three (3) rezoning requests for a second reading/final adoption at the same meeting scheduled on Monday, January 5, 2026 at 7:00 p.m.

All interested persons are invited to attend and will be given opportunity for public comment. The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's Office (cityclerk@gpwm.us), up to close of business preceding the hearing. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Grosse Pointe Woods Clerk's Office at 313-343-2440 seven days prior to the meeting. The agenda and pertinent documents will be available at www.gpwm.us. For additional project information, contact the Building and Planning Department at 313-343-2426 or e-mail building@gpwm.us.

Paul P. Antolin
City Clerk

The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's office, up to the close of business preceding the hearing. A group spokesperson is encouraged on agenda items concerning organized groups. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Grosse Pointe Woods Clerk's Office at 313 343-2440 seven days prior to the meeting.

20160 Mack Avenue
Mailer Notice List for 1-5-26

PARCEL NUMBER	PARCEL ADDRESS	OWNER	OWNER ADDRESS	CITY, STATE, ZIP
008 01 0467 000	1611 S RENAUD RD	BRODERICK, JEFFREY P	1611 S RENAUD RD	GROSSE POINTE WOODS, MI 48236
008 01 0474 000	1617 S RENAUD RD	MCLELLAN, JOHN C	1617 S RENAUD RD	GROSSE POINTE WOODS, MI 48236
008 01 0259 000	1618 S RENAUD RD	SULTZMAN, L CARL	1618 S RENAUD RD	GROSSE POINTE WOODS, MI 48236
009 01 0007 000	1620 OXFORD RD	BOGEN, JOAN M	1620 OXFORD RD	GROSSE POINTE WOODS, MI 48236
009 01 0290 000	1621 OXFORD RD	MCATEE, JOHN R	1621 OXFORD RD	GROSSE POINTE WOODS, MI 48236
008 01 0256 000	1623 N RENAUD RD	THE ROZYCKI FAMILY TRUST	1623 N RENAUD RD	GROSSE POINTE WOODS, MI 48236
008 01 0257 000	1629 N RENAUD RD	VIRGINIA REUTER REV LIV TRUST	1629 N RENAUD RD	GROSSE POINTE WOODS, MI 48236
012 05 0084 000	1630 FAIRHOLME RD	KARS, DAVON & FRANCES	1630 FAIRHOME	GROSSE POINTE WOODS, MI 48236
009 01 0006 000	1630 OXFORD RD	CONNOLLY, WILLIAM-BETH	1630 OXFORD RD	GROSSE POINTE WOODS, MI 48236
012 05 0085 000	1640 FAIRHOLME RD	DONALDSON, GAIL F (TRUST)	1640 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
009 01 0004 002	1640 OXFORD RD	WORDEN, WILLIAM T	1640 OXFORD RD	GROSSE POINTE WOODS, MI 48236
012 05 0086 000	1650 FAIRHOLME RD	LAZARUS, NICHOLAS	1650 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
009 01 0291 002	1651 OXFORD RD	PEPLER, JANET L	1651 OXFORD RD	GROSSE POINTE WOODS, MI 48236
008 01 0483 000	1653 S RENAUD RD	MCIVER, MATTHEW W	1653 S RENAUD RD	GROSSE POINTE WOODS, MI 48236
012 05 0087 000	1660 FAIRHOLME RD	OWEN, STEPHANIE & JUSTIN	1660 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
008 01 0490 000	1665 S RENAUD RD	DOUGHERTY, PATRICIA & JON	1665 S RENAUD RD	GROSSE POINTE WOODS, MI 48236
012 05 0088 000	1670 FAIRHOLME RD	YOUNGBLOOD, JOSEPH P	1670 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
009 01 0003 002	1670 OXFORD RD	FRANCIS, JAMES W	1670 OXFORD RD	GROSSE POINTE WOODS, MI 48236
012 05 0089 000	1680 FAIRHOLME RD	KETELS, KEVIN	1680 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
009 01 0002 002	1680 OXFORD RD	FELTS, GARY	1680 OXFORD RD	GROSSE POINTE WOODS, MI 48236
009 01 0293 004	1681 OXFORD RD	MALO, KATHLEEN (JOHN BOTT TRUST)	1681 OXFORD RD	GROSSE POINTE WOODS, MI 48236
008 01 0011 000	1684 N RENAUD RD	DAUW, RICHARD	1684 N RENAUD RD	GROSSE POINTE WOODS, MI 48236
008 01 0002 000	1692 N RENAUD RD	SHENSTONE, BRIAN	1692 N RENAUD RD	GROSSE POINTE WOODS, MI 48236
008 01 0001 000	1700 S RENAUD RD	MALBOUEF, THOMAS	1700 S RENAUD RD	GROSSE POINTE WOODS, MI 48236
008 01 0258 000	1701 N RENAUD RD	TRIPP, WILLIAM & JULIE	1701 N RENAUD RD	GROSSE POINTE WOODS, MI 48236
012 05 0090 000	20100 MACK AVE	MACK & FAIRHOME LLC	20259 MACK AVE	GROSSE POINTE WOODS, MI 48236
		FRIENDSHIP FACTORY	20100 MACK AVE	GROSSE POINTE WOODS, MI 48236
011 01 1611 002	20107 MACK AVE	20107 MACK AVE LLC	20107 MACK AVE	GROSSE POINTE WOODS, MI 48236
011 01 1610 000	20115 MACK AVE	20107 MACK AVE LLC	20107 MACK AVE	GROSSE POINTE WOODS, MI 48236
		HENRY'S CLEANERS	20115 MACK AVE	GROSSE POINTE WOODS, MI 48236
011 01 1608 000	20119 MACK AVE	COOK, HONG	20119 MACK AVE	GROSSE POINTE WOODS, MI 48236
009 01 0295 002	20136 MACK AVE	DOMUS ELIT TERRAM LLC	1685 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
011 01 1603 000	20139 MACK AVE	20139 MACK AVENUE LLC	20139 MACK AVE	GROSSE POINTE WOODS, MI 48236
009 01 0295 001	20148 MACK AVE	LAKMACK LLC	20148 MACK AVE	GROSSE POINTE WOODS, MI 48236
		KOVALCHICK, LOIS, DDS, P.C.	20148 MACK AVE	GROSSE POINTE WOODS, MI 48236

**20160 Mack Avenue
Mailer Notice List for 10-28-25**

011 01 1562 000	20155 MACK AVE	20155 MACK LLC	1270 N OXFORD	GROSSE POINTE WOODS, MI 48236
		LIFETIME ORTHODONTICS	20155 MACK AVE	GROSSE POINTE WOODS, MI 48236
009 01 0001 000	20160 MACK AVE	REAL PROPERTIES INC	20160 MACK AVE	GROSSE POINTE WOODS, MI 48236
011 01 1559 000	20169 MACK AVE	20169 MACK LLC	1270 N OXFORD	GROSSE POINTE WOODS, MI 48236
		FUSION INTEGRATED TRAINING	20169 MACK AVE	GROSSE POINTE WOODS, MI 48236
011 01 1557 000	20175 MACK AVE	20175 MACK AVE	20175 MACK AVE	GROSSE POINTE WOODS, MI 48236
		GOODIS ENDODONTIC SPECIALISTS	20175 MACK AVE	GROSSE POINTE WOODS, MI 48236
008 99 0005 004	20180 MACK AVE	COMERICA BANK	2800 POST OAK BLVD STE 4200	HOUSTON, TX 77056
		COMERICA BANK	20180 MACK AVE	GROSSE POINTE WOODS, MI 48236
011 01 1555 000	20183 MACK AVE	HAN, PETER IN HEE & SUN DUC HAN	20183 MACK AVE	GROSSE POINTE WOODS, MI 48236
011 01 1554 000	20195 MACK AVE	20195 MACK LLC	876 HORACE BROWN DRIVE	MADISON HEIGHTS, MI 48071
		LOLA'S TACOS	20195 MACK AVE	GROSSE POINTE WOODS, MI 48236
008 99 0005 003	20200 MACK AVE	COMERICA BANK	2800 POST OAK BLVD STE 4200	HOUSTON, TX 77056
		COMERICA BANK	20200 MACK AVE	GROSSE POINTE WOODS, MI 48236
011 01 1520 002	20207 MACK AVE	JML MACK, LLC	20475 EASTWOOD	HARPER WOODS, MI 48225
		BOW WOW BAKE SHOPPE, LLC	20207 MACK AVE	GROSSE POINTE WOODS, MI 48236



20160 Mack Avenue

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

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

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

CITY OF GROSSE POINTE WOODS

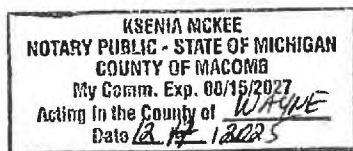
was duly published in accordance with instructions, In the GROSSE POINTE NEWS on
the following date: DECEMBER 18, 2025

#2 GPW 12/18 PHN VERNIER, MARTER

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

Melanie Mahoney
K. J. Kee

Notary Public



4D | SPORTS

HITS & HIGHLIGHTS

Whether it's games, meets or matches, school fall sports in the Pointes are in full swing and the Grosse Pointe News is here to bring you all the action. Some of the week's biggest hits and highlights from include:

SOUTH
BASEBALL HALL OF FAME

Grosse Pointe South baseball will host its 3rd Annual Hall of Fame Induction Ceremony Friday, Jan. 23, at the Assumption Cultural Center in St. Clair Shores. The 2026 honorees include Ed Wernert, Tom Temrowski and the entire 2001 Division 1 state championship team in honor of its 25th anniversary.

The evening will be hosted by Fox 2's Ryan Ermanni. Tickets are \$85 and include dinner and an open bar. For more information, contact Southdugoutclubpresident@gmail.com.

GIRLS VARSITY
BASKETBALL

Grosse Pointe South varsity girls basketball earned its second win of the season Monday, Dec. 15, beating Lakeview on the road 53-41. Morgan Duff led the way with 21 points, and Evie Baer added 17. The Blue Devils return home Thursday, Dec. 18, to host Roseville. Tip-off is scheduled for 7 p.m.

Grosse Pointe North's varsity girls basketball team earned a pair of wins in its first two games of the season last week. The Norsemen defeated Utica 54-25 last Tuesday, Dec. 9, with senior Eva Borowski scoring 27 points in the season-opener. The team then went on to earn a 38-23 victory against University Liggett School Thursday, Dec. 11. Borowski once again led the way with 21 points. North hosted Chippewa Valley after press time Wednesday, Dec. 17. The team plays its final game before the holidays Friday, Dec. 19, traveling on the road to take on L'Anse Creuse North.



PHOTO BY MIKE ADZIMA
Eva Borowski

HALL OF FAME
INDUCTION 2026

Hall Of Fame Induction Honoring:

The 2001 Division 1 State Championship Team,
Ed Wernert* & Thomas Temrowski '79

*posthumous induction

MC for the evening: Ryan Ermanni '97

Friday, January 23, 2026
Assumption Cultural Center
21800 Marter Road
St. Clair Shores, MI

Tickets \$85 (Dinner & Open Bar)

\$600 Buys a Table for 8!

12 and under \$40

2 and under free

Doors & Bar Open at 6:15 pm

Dinner 7 pm

Induction 8 pm

Please reach out to Southdugoutclubpresident@gmail.com

with any questions

Hold or scan QR code to purchase tickets

BOYS VARSITY
HOCKEY

Grosse Pointe South varsity boys hockey suffered another loss Saturday, Dec. 13, falling to Canton 9-4. Liam O'Donoghue, Charlie Bunn, Brewer Puma and Will Gryzenia all scored for the Blue Devils in the loss. South hosted Chippewa Valley after press time Tuesday, Dec. 16, in its last game before the holiday break.

City of Grosse Pointe Farms, Michigan
EXHIBIT ANOTICE OF INTENT TO ISSUE BONDS
BY THE CITY OF GROSSE POINTE FARMS, MICHIGAN

NOTICE IS HEREBY GIVEN that the City of Grosse Pointe Farms, County of Wayne, Michigan (the "City"), intends to issue limited tax general obligation bonds, in one or more series, in the aggregate principal amount of not to exceed \$12,000,000 for the purpose of defraying part of the cost of capital improvements consisting of the construction of a new municipal swimming pool and bathhouse, demolition of certain existing recreational structures, installation of new hardscape and landscape elements, parking lot improvements, site utility improvements and accessibility improvements, as well as all work, equipment and appurtenances necessary or incidental to such improvements. The balance of the cost of the improvements shall be paid with other funds legally available to the City.

The bonds of each series will be payable in annual principal installments not to exceed thirty (30) in number and will bear interest at rates to be determined at a competitive or negotiated sale but in no event to exceed such rates as may be permitted by law.

The bonds will be issued under and pursuant to the provisions of the Charter of the City of Grosse Pointe Farms, Act 279, Public Acts of Michigan, 190, as amended, and Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), and the full faith and credit of the City will be pledged to pay the principal of and interest on the bonds as the same shall become due. The City will be obligated, as a first budget obligation, to advance moneys from its general funds or to levy ad valorem taxes on all taxable property within its corporate boundaries to pay the principal of and interest on the bonds as the same shall become due. Taxes levied by the City for the payment of such principal and interest will be subject to applicable constitutional, statutory and charter limitations.

RIGHT TO PETITION FOR REFERENDUM

This notice is given, by order of the City Council of the City of Grosse Pointe Farms, to and for the benefit of the electors of the City of Grosse Pointe Farms in order to inform them of their right to petition for a referendum upon the question of the issuance of the aforesaid bonds. The bonds will be issued, without submitting such a question to a vote of the electors, unless within 45 days after the date of publication of this notice a petition requesting a referendum upon such question, signed by not less than 10% or 15,000 of the registered electors in the City of Grosse Pointe Farms, whichever is the lesser, shall have been filed with the undersigned City Clerk. In the event that such a petition is filed, the bonds will not be issued unless and until the issuance thereof shall have been approved by the vote of a majority of the electors of the City of Grosse Pointe Farms qualified to vote and voting thereon at a general or special election.

FURTHER INFORMATION

Further information relative to the issuance of said bonds and the subject matter of this notice may be secured at the office of the City Clerk of the City of Grosse Pointe Farms, 90 Kerby Road, Grosse Pointe Farms, Michigan 48236.

This notice is given pursuant to the provisions of Act 279, Public Acts of Michigan, 1909, as amended.

Derrick Kozick, Clerk
City of Grosse Pointe Farms

GPN: 12/16/2025

Score big
points this
Christmas

If your son or daughter, coach, teammate, friend, or neighbor appeared in the Grosse Pointe News sports pages this year, we have the perfect holiday gift.

Visit the Grosse Pointe News gift shop to purchase a custom PDF featuring your favorite athlete, team, or coach for \$25, or choose a framed version for \$50. Each PDF includes only the story and photos—no ads or page jumps—designed for a clean look.

It's an easy, meaningful way to celebrate your athlete, coach, or team this holiday season.

Grosse
Pointe
News

Scan the
code to
order yours
today!



City of Grosse Pointe Woods, Michigan

Notice is hereby given that the Grosse Pointe Woods City Council, under the provisions of Public Act 110 of 2006, MCL 125.3101 as amended, and Grosse Pointe Woods City Code of 2022 Chapter 50, Article 7, Section 50-7.15, will hold three Public Hearings on Monday, January 5, 2026 at 7:00 p.m., at City Hall in the Council Chamber/Courtroom (located at 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236) for the purpose of considering the following applications, all of which are Map Amendments to the Zoning Map of the City's Zoning Ordinance:

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GPN: 12/16/2025

Paul P. Antolin
City Clerk