#### \*AMENDED AGENDA TO INCLUDE ITEM 9A (ORDINANCES)



# CITY OF GROSSE POINTE WOODS RESCHEDULED CITY COUNCIL MEETING AGENDA

Monday, November 10, 2025 at 7:00 PM

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

- 1. CALL TO ORDER
  - A. Administrative Memo: November 6, 2025
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE
- 4. RECOGNITION OF COMMISSION MEMBERS
- 5. ACCEPTANCE OF AGENDA
- 6. OATHS OF OFFICE
  - A. Mayor
    - 1) Arthur W. Bryant
  - B. <u>Council Members</u>
    - 1) Victoria A. Granger
    - 2) Todd A. McConaghy
    - 3) James Motschall, Jr.
- 7. CONSENT AGENDA
  - A. Approval of Minutes
    - 1. Council 10/20/25
  - B. Items Received and Placed on File
    - 1. Election Commission Minutes 10/06/25
    - Planning Commission Minutes 09/23/25
    - 3. Correspondences regarding letters received on October 15, 2025
      - a) Letter 10/15/25 Lynne Aldrich and Christina Pitts
      - b) Letter 10/15/25 Residents Against Rezoning
      - c) Email/Letter 10/21/25 City Attorney Walling
      - d) Email/Letter 10/22/25 City Attorney Tomlinson

- 4. Michigan Fair Elections Institute (MFEI) Sunlight Award
  - a) Letter 10/19/25 Patrice Johnson (MFEI Chair/Founder)
  - b) Certificate of Award Paul Antolin

#### C. Bids/Proposals/Contracts

- 1. Pointe Area Assisted Transportation Service (PAATS) Board Appointment
  - a) Memo 11/04/25 City Administrator Schulte
- 2. Emergency Purchase Information Technology Department
  - a) Memo 10/24/25 IT Manager Capps
  - b) Exchange 2019 to Exchange Online Migration Statement of Work
- 3. Unpaid Invoices
  - a) Memo 11/10/25 Treasurer/Comptroller Schmidt
  - b) Landscaping & Cross Connection Invoices Winter 2025 Tax Roll

#### D. Claims and Accounts

- 1. Anderson, Eckstein & Westrick, Inc. (AEW) City Engineers
  - a) <u>Ghesquiere & Lakefront Park Bldg Renovations</u> Invoice No. 161384 Proj. No. 0160-0479 10/27/25 \$666.65.
  - b) <u>Vernier & Mack Ave. Intersection Improvements</u> Invoice No. 161435 Proj. No. 0160-0455 10/28/25 \$21,066.61.
  - c) <u>Torrey Road Pump Station Generator</u> Invoice No. 161436 Proj. No. 0160-0473 10/28/25 \$2,487.40.
  - d) <u>LFP Boat Launch Parking Lot</u> Invoice No. 161437 Proj. No. 0160-0480 10/28/25 \$865.80.
  - e) <u>Ghesquiere Park Walking Path</u> Invoice No. 161438 Proj. No. 0160-0482 10/28/25 \$1060.10.
  - f) <u>2025 Miscellaneous Concrete Program</u> Invoice No. 161439 Proj. No. 0160-0493 10/28/25 \$12,872.62.
  - g) <u>2025-2026 General Engineering</u> Invoice No. 161440 Proj. No. 0160-0498 10/28/25 \$3,967.54.
  - h) <u>Wedgewood Resurfacing (Vernier/Hawthorne)</u> Invoice No. 161498 Proj. No. 0160-0496 10/28/25 \$19,247.10.
  - i) <u>Torrey Road Pump Station Generator</u> Proj. No. 0160-0473 Payment No. 7 Rauhorn Electric, Inc. 10/28/25 \$137,552.40.
  - j) <u>2024 Pavement Joint and Crack Sealing Program</u> Proj. No. 0160-0476 Pay Estimate No. 3 Scodeller Construction, Inc. 10/27/25 \$19,694.24.
  - k) <u>2025 Pavement Joint and Crack Sealing Program</u> Proj. No. 0160-0494 Payment Invoice No. 1 Scodeller Construction, Inc. 10/27/25 \$16,871.08.
  - I) <u>Wedgewood Rd. Resurfacing</u> Proj. No. 0160-0496 Payment Invoice No. 2 Al's Asphalt Paving Co. 10/30/25 \$250,333.61.
  - m) Lakefront Park Building Renovation Proj. No. 0160-0479 Payment Invoice No. 06 In-Line Construction 10/30/25 \$55,468.55.
- 2. McKenna Building/Planning Services
  - a) Invoice No. 21849-114 <u>Building Services</u> September 2025 10/21/25 \$71,261.04.
  - b) Invoice No. 22-064-47 Planning Services September 2025 10/24/25 \$2,452.50.

- c) Invoice No. 25-030-5 <u>GPW MSHDA Zoning Ordinance Update</u> September 2025 10/13/25 \$3,500.00.
- 3. Rosati, Schultz, Joppich & Amtsbuechler, P.C. Legal Services Invoice No. 1084344 September 2025 10/14/25 \$7,165.80.
- 4. State of Michigan MDOT 00183
  - a) Program #218128CON (Vernier Rd.) 10/05/25 \$77,498.90.
  - b) Program #219533CON (Sunningdale Dr.) 10/05/25 \$74.499.16.
- WCA Assessing Assessing Services Invoice No. 102825 November 2025 10/28/25 -\$7.911.08.
- York, Dolan & Tomlinson, P.C. Legal Services Invoice No. 340 October 2025 -11/03/25 - \$2,077.00.

#### 8. ZONING BOARD OF APPEALS

A. <u>Variances Request: 541 Robert John Road - Front and Side Yard Setbacks</u>
(See ZBA Agenda 11/10/25)

#### 9. ORDINANCES

- A. Second Reading: An Ordinance to Amend the Code of Ordinances, Chapter 6 Animals;
  Article II Dogs, Cats and Wild Animals; Division 1 Generally, By Adding Section 6-41 Care of Animals
  - 1) Council Minutes Clipping Excerpt 10/06/25
  - 2) Memo 10/01/25 Director of Public Safety Kosanke
  - 3) Proposed Ordinance with edits
  - 4) Proposed Ordinance (Clean Copy)

#### 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. \*\*\*

#### \*AMENDED COUNCIL ADMINISTRATIVE MEMO INCLUDING ITEM 9A\* November 6, 2025

#### OFFICE OF THE CITY ADMINISTRATOR

#### **Subject:** Recommendations for the Rescheduled Council Meeting of November 10, 2025

#### 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 <u>ACCEPTANCE OF THE AGENDA</u>

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 OATHS OF OFFICE

Item 6A/6B MAYOR AND CITY COUNCIL MEMBERS Prerogative of the City Clerk to administer the Oaths of Office to the Mayor and City Council Members elected at the Local General Election held November 4, 2025.

#### Item 7 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 (7A-7D) listed under the consent agenda as presented.

#### A. Approval of Minutes

1. Council 10/20/25

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

- 1. Election Commission Minutes 10/06/25
- 2. Planning Commission Minutes 09/23/25
- 3. Correspondences regarding letters received on October 15, 2025
  - a) Letter 10/15/25 Lynne Aldrich and Christina Pitts
  - b) Letter 10/15/25 Residents Against Rezoning
  - c) Email/Letter 10/21/25 City Attorney Walling
  - d) Email/Letter 10/22/25 City Attorney Tomlinson
- 4. Michigan Fair Elections Institute (MFEI) Sunlight Award
  - a) Letter 10/19/25 Patrice Johnson (MFEI Chair/Founder)
  - b) Certificate of Award Paul Antolin

#### C. <u>Bids/Proposals/Contracts</u>

- Pointe Area Assisted Transportation Service (PAATS) Board Appointment
  - a) Memo 11/04/25 City Administrator Schulte
- 2. Emergency Purchase Information Technology Department
  - a) Memo 10/24/25 IT Manager Capps
  - b) Exchange 2019 to Exchange Online Migration Statement of Work
- 3. <u>Unpaid Invoices</u>
  - a) Memo 11/10/25 Treasurer/Comptroller Schmidt
  - b) Landscaping & Cross Connection Invoices Winter 2025 Tax Roll

#### D. Claims and Accounts

- 1. Anderson, Eckstein & Westrick, Inc. (AEW) City Engineers
  - a) <u>Ghesquiere & Lakefront Park Bldg Renovations</u> Invoice No. 161384 Proj. No. 0160-0479 10/27/25 \$666.65.
  - b) Vernier & Mack Ave. Intersection Improvements Invoice No. 161435
     Proj. No. 0160-0455 10/28/25 \$21,066.61.
  - c) <u>Torrey Road Pump Station Generator</u> Invoice No. 161436 Proj. No. 0160-0473 10/28/25 \$2,487.40.
  - d) <u>LFP Boat Launch Parking Lot</u> Invoice No. 161437 Proj. No. 0160-0480 10/28/25 \$865.80.
  - e) <u>Ghesquiere Park Walking Path</u> Invoice No. 161438 Proj. No. 0160-0482 10/28/25 \$1060.10.
  - f) <u>2025 Miscellaneous Concrete Program</u> Invoice No. 161439 Proj. No. 0160-0493 10/28/25 \$12,872.62.
  - g) <u>2025-2026 General Engineering</u> Invoice No. 161440 Proj. No. 0160-0498 10/28/25 \$3,967.54.
  - h) Wedgewood Resurfacing (Vernier/Hawthorne) Invoice No. 161498 Proj. No. 0160-0496 10/28/25 \$19,247.10.
  - i) <u>Torrey Road Pump Station Generator</u> Proj. No. 0160-0473 Payment No. 7 Rauhorn Electric, Inc. 10/28/25 \$137,552.40.

- j) <u>2024 Pavement Joint and Crack Sealing Program</u> Proj. No. 0160-0476 Pay Estimate No. 3 Scodeller Construction, Inc. 10/27/25 \$19,694.24.
- k) 2025 Pavement Joint and Crack Sealing Program Proj. No. 0160-0494 - Payment Invoice No. 1 - Scodeller Construction, Inc. - 10/27/25 - \$16,871.08.
- 1) Wedgewood Rd. Resurfacing Proj. No. 0160-0496 Payment Invoice No. 2 Al's Asphalt Paving Co. 10/30/25 \$250,333.61.
- m) Lakefront Park Building Renovation Proj. No. 0160-0479 Payment Invoice No. 06 In-Line Construction 10/30/25 \$55,468.55.

#### 2. McKenna - Building/Planning Services

- a) Invoice No. 21849-114 <u>Building Services</u> September 2025 10/21/25 \$71,261.04.
- b) Invoice No. 22-064-47 <u>Planning Services</u> September 2025 10/24/25 \$2,452.50.
- c) Invoice No. 25-030-5 <u>GPW MSHDA Zoning Ordinance Update</u> September 2025 10/13/25 \$3,500.00.
- 3. Rosati, Schultz, Joppich & Amtsbuechler, P.C. Legal Services Invoice No. 1084344 September 2025 10/14/25 \$7,165.80.
- 4. State of Michigan MDOT 00183
  - a) Program #218128CON (Vernier Rd.) 10/05/25 \$77,498.90.
  - b) Program #219533CON (Sunningdale Dr.) 10/05/25 \$74.499.16.
- 5. WCA Assessing Assessing Services Invoice No. 102825 November 2025 10/28/25 \$7,911.08.
- 6. <u>York, Dolan & Tomlinson, P.C. Legal Services</u> Invoice No. 340 October 2025 11/03/25 \$2,077.00.

#### Item 8 ZONING BOARD OF APPEALS

Recess as a City Council and convene as a Zoning Board of Appeals. Upon conclusion of the public hearing, adjourn as a Zoning Board of Appeals and reconvene as a City Council.

#### Item 8A <u>VARIANCES REQUEST: 541 ROBERT JOHN</u> (See ZBA Agenda 11/10/25)

#### Item 9 ORDINANCES

Item 9A SECOND READING: AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CHAPTER 6 – ANIMALS; ARTICLE II – DOGS, CATS AND WILD ANIMALS; DIVISION 1 – GENERALLY, BY ADDING SECTION 6-41 – CARE OF ANIMALS

Prerogative of the City Council to approve this ordinance amendment regarding Chapter 6, Article II, Division 1, by adding section 6-41 - Care of Animals as presented and make it effective 10 days after 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 <u>ADJOURNMENT</u>

Upon the conclusion of New Business/Public Comment with no further business to be conducted by the City Council, prerogative of the City Council to motion for adjournment of tonight's meeting.

Respectfully submitted,

Frank Schulte City Administrator MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, OCTOBER 20, 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 7:03 p.m. by Mayor Bryant.

PRESENT: Mayor Bryant

Council Members: Brown, Gafa, Granger, Koester, McConaghy, Motschall

ABSENT: None

Also Present: City Administrator Schulte

Assistant City Administrator Como

City Attorney Walling

City Treasurer/Comptroller Schmidt

City Clerk Antolin Lieutenant Waszak

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

The following Commission members were in attendance:

- Catherine Dumke, Senior Citizens' Commission
- Mike Fuller, Planning Commission

Motion by McConaghy, seconded by Gafa, that all items on tonight's agenda be received, placed on file, and taken in order of appearance including the documents regarding the revised Mack Avenue and Vernier Road Intersection plan.

Motion carried by the following vote:

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

No: None Absent: None

**Motion** by Granger, seconded by Koester, that all items (6A-6E) on the consent agenda be approved as presented.

#### A. Approval of Minutes

1. Council 10/06/25

#### B. <u>Items Received and Placed on File</u>

- 1. Beautification Advisory Commission Minutes 09/10/25
- 2. Citizens' Recreation Commission Minutes 09/09/25
- 3. Election Commission Minutes 09/08/25
- 4. Community Tree Commission Minutes 06/04/25, 09/03/25
- 5. Letter 10/15/25 Lynn Aldrich and Christina Pitts

#### C. Monthly Financial Report

1. September 2025

#### D. <u>Bids/Proposals/Contracts</u>

- Request for Extension of 90 Day Period for Chef Mowen, LLC Under Agreement Regarding Issuance, Transfer, or Reclassification of Liquor License
  - a) Letter 09/19/25 Kelly A. Allen (Adkison, Need, Allen, & Rentrop, PLLC)
  - b) Executed Agreement Regarding Issuance, Transfer, or Reclassification of Liquor License

#### 2. K-9 Officer Compensation

- a) Memo 10/14/25 Director of Public Safety Kosanke
- b) Proposed Memorandum of Agreement
- 3. Public Act 152 Update
  - a) Memo 10/20/25 Treasurer/Comptroller Schmidt
  - b) Alternate Plan Option

#### E. Claims and Accounts

- 1. Anderson, Eckstein & Westrick, Inc. (AEW) City Engineers
  - a) <u>Water System CDSMI</u> Invoice No. 161138 Proj. No. 0160-0461 10/09/25 \$396.00.
  - b) <u>Torrey Rd. Pump Station Generator</u> Invoice No. 161139 Proj. No. 0160-0473 10/09/25 \$1,561.95.
  - c) <u>2025-2026 GIS Maintenance</u> Invoice No. 161149 Proj. No. 0160-0499 10/09/25 \$3,385.26.
  - d) <u>Ghesquiere & Lakefront Park Bldg Renovation</u> Invoice No. 161160 Proj. No. 0160-0479 10/10/25 \$666.65.
  - e) <u>Vernier & Mack Ave. Intersection Improvement</u> Invoice No. 161216 Proj. No. 0160-0455 10/13/25 \$42,122.75.
  - f) <u>2025 Miscellaneous Concrete Program</u> Invoice No. 161217 Proj. No. 0160-0493 10/13/25 \$6,543.26.

- g) <u>Wedgewood Resurface (Vernier-Hawthorne)</u> Invoice No. 161218 Proj. No. 0160-0496 10/13/25 \$14,322.99.
- h) <u>2025-2026 General Engineering</u> Invoice No. 161220 Proj. No. 0160-0498 10/13/25 \$5,367.57.
- i) Wedgewood Rd. Resurfacing Proj. No. 0160-0496 Payment Invoice #01 Al's Asphalt Paving Co. 10/01/25 \$79,850.57.
- 2. York, Dolan & Tomlinson, P.C. Legal Services Invoice No. 332 September 2025 10/06/25 \$1,348.50.

Motion carried by the following vote:

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

No: None Absent: None

**Motion** by McConaghy, seconded by Gafa, that the City Council concur with City Administrator Schulte's recommendation and approve the succession plan as presented in accordance with his memo dated September 30, 2025; and to approve the Employment Agreement for Susan Como to serve as City Administrator effective January 2, 2026 and authorize the Mayor to sign the agreement.

Motion carried by the following vote:

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

No: None Absent: None

Under New Business, the following individuals were heard:

 City Administrator Schulte provided an update regarding the city entrance sign at the Mack Avenue and Vernier Road intersection. He stated that a brick perimeter wall and footings could not be used due to the utilities such as water mains, sewers, and manholes, being too close to the surface. Pillar posts with unilock landscape tiles was proposed as an alternate option and City Council concurred.

Under Public Comment, the following individuals were heard:

- 1. Janey Coates, 1169 Roslyn Rd., addressed the need to repair neighborhood sidewalks, trim/removal of trees, and the enforcement of homeowner responsibilities and business storefront maintenance on Mack Avenue, in a timely manner.
- 2. Christina Pitts, 1501 Oxford Rd., addressed two letters submitted to the City Administrator, City Clerk, City Council, and Planning Commission submitted on October 15, 2025.

- 3. Jon Dougherty, 1665 S. Renaud Rd., concurred with the comments from Christina Pitts.
- 4. Lynne Aldrich, 1501 Oxford Rd., addressed two letters submitted to the City Administrator, City Clerk, City Council, and Planning Commission submitted on October 15, 2025.

**Motion** by Motschall, seconded by Koester, to **adjourn tonight's meeting** at 7:20 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,		
Paul P. Antolin	Arthur W. Bryant	
City Clerk	Mayor	

Approved by Commission 10/28/25

ELECTION COMMISSION 10/06/25

MINUTES OF THE ELECTION COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, OCTOBER 6, 2025, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA DR., GROSSE POINTE WOODS, MICHIGAN.

The Chair called the meeting to order at 7:35 P.M.

Roll Call: Chair/City Clerk Antolin

City Attorney Walling

Council Representative Brown

Absent: None

**Motion** by Brown, seconded by Walling, that all items on the agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote: Yes: Antolin, Brown, Walling

No: None Absent: None

**Motion** by Walling, seconded by Brown, that the minutes of the Election Commission meeting held on September 8, 2025, be approved as presented.

Motion carried by the following vote:

Yes: Antolin, Brown, Walling

No: None Absent: None

**Motion** by Brown, seconded by Walling, regarding **Certification of Election Inspectors and Receiving Boards and Rates of Pay** for the November 4, 2025, Local General Election, that the Election Commission approve the Certification of Election Inspectors and recommend that City Council approve the rates of pay as presented.

Motion carried by the following vote:

Yes: Antolin, Brown, Walling

No: None Absent: None

Under New Business the following individual was heard:

 City Clerk Antolin stated that the Election Commission meeting to conduct the Public Accuracy Test is scheduled for Tuesday, October 28, 2025 at 2:00 p.m.

Under Public Comment, no one wished to be heard.

**Motion** by Walling, seconded by Brown, that today's meeting minutes be immediately certified.

Motion carried by the following vote:

Yes:

Antolin, Brown, Walling

No:

None

Absent:

None

**Motion** by Brown, seconded by Walling, that the meeting be adjourned at 7:38 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin Chair/City Clerk

Commission approved 10/28/25

PLANNING COMMISSION 09-23-25 - 39

TY OF GROSSE POINTE WOODS

MINUTES OF THE PLANNING COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON SEPTEMBER 23, 2025, IN THE COUNCIL-COURT ROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA DR., GROSSE POINTE WOODS, MICHIGAN.

RECEIVED

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

Roll Call:

Chair Fenton

Commission Members: Fuller, Gilezan, Hamborsky, Marx, O'Keefe, Vitale

Absent:

None

Also Present:

City Planner Ashley Jankowski
City Attorney Debra Walling

Recording Secretary Gretchen Miotto

Council Member Gafa was unable to attend tonight.

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

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

Motion carried by the following vote:

YES:

Fenton, Fuller, Gilezan, Hamborsky, Marx, O'Keefe, Vitale

NO:

None

ABSENT:

None

**MOTION** by Marx, seconded by Fuller, that the August 26, 2025, Planning Commission meeting minutes be approved as presented.

Motion carried by the following vote:

YES:

Fenton, Fuller, Gilezan, Hamborsky, Marx, O'Keefe, Vitale

NO:

None

ABSENT:

None

The first item, under Old Business, was Consideration of the Site Plan for 19271 Mack Avenue (Churchills Cigar Bar).

Planner Jankowski provided an overview of the applicant's proposal to construct a screened-in awning and welded frame around the existing outdoor patio area for year-around outdoor dining (396 total square feet). Since the last time the applicant submitted a site plan for review, they have modified the plan to have the outdoor space operational from March to November, without

heating or cooling. After review of the revised site plan the City Planner recommends the Planning Commission consider conditional approval with the understanding that final approval on the following items is granted:

- 1. Planning Commission approval that the 90-degree turn on the sidewalk around the proposed awning does not cause pedestrian safety and accessibility concerns;
- 2. Planning Commission approval of the color and design are compatible with design standards;
- 3. Public Safety/Fire officials' approval that the proposed awning does not pose any safety concerns and has proper ventilation, materials, and ingress/egress on the site.
- 4. The awning siding will be removed in the warmer summer months;
- 5. Final approval by Wayne County is received;
- 6. The continued use abides by the conditions of outdoor cafes set forth in Section 50-6.5 E of the Ordinance.

Applicant John Gumma provided additional information about the project including that the proposed structure is exactly the same size as it has been for 11 years; the side panels would be clear; the final construction plan will contain all the engineering details; there will be no additional signage of the exterior of the building. He shared material samples and the updated site plan.

MOTION by Fuller, seconded by Marx, that the Planning Commission provide conditional approval of the Site Plan for 19271 Mack Avenue (Churchills Cigar Bar) with the understanding all the above required approvals are obtained.

Motion carried by the following vote:

YES:

Fenton, Fuller, Gilezan, Hamborsky, Marx, O'Keefe, Vitale

NO:

None

ABSENT:

None

The next item was the Building Official's Reports August 2025 to September 2025.

Planner Jankowski provided an overview of current projects and permits.

The next item was the City Council Reports for August and September, 2025.

Commissioner Fenton apologized for being unable to attend the September 8 and 15 meetings and will provide an update at a later date.

Commissioner Fuller will attend the October meetings.

Under Information Only, Planner Jankowski provided an update on a current Phishing Scam which appear to be emails/bills from the Building Department to applicants, but are not. All fees happen up front and any emails would only come from the @gpwmi.us domain. Commissioner

Gilezan also advised recipients to look closely at the sender's domain for any received emails.

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

- Margaret Potter, 1834 Allard, commented on Churchills past history with non-compliance to Building Department directives, and said that she thought the City Administrator's, Frank Schulte, letter to the Grosse Pointe News was well stated.
- 2. Lynne Aldrich, 1501 Oxford, read a prepared statement in opposition to the rezoning of 20160 Mack Avenue, criticizing the developer, City Council, and Frank Schulte's letter to the Grosse Pointe News.
- John McLellan, 1617 S. Renaud, asked the Planning Commission to restrict any food/beverage service at the 20160 Mack Avenue property. He also thanked City Planner Jankowski for her work.
- 4. Joyce Janowski, 1070 N. Oxford, spoke in opposition to any food service at 20160 Mack Avenue.
- 5. Jon Dougherty, 1665 S. Renaud, wants to be on the Planning Commission agenda to discuss rezoning and have input to any decisions.
- 6. Patricia Casey, business owner of 20099 Mack Avenue, spoke in opposition to any food service at 20160 Mack Avenue as she feels the site cannot support delivery truck traffic.

MOTION by O'Keefe, seconded by Vitale, to adjourn at 7:39 p.m.

Motion carried by the following vote:

YES: Fenton. Fuller. Ham

Fenton, Fuller, Hamborsky, Marx, O'Keefe, Vitale

NO: None ABSENT: Gilezan

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

October 15, 2025

FROM:

Lynne Aldrich and Christina Pitts - 2 pages

TO:

City Clerk

CC:

Mayor and City Council, City Administrator

RE:

October 20 2025 Council Meeting Agenda Request - New Business

In a meeting October 13, 2025, among a resident concerned about zoning practices, and City Administrator, Assistant City Administrator and City Planner, questions were raised and discussed about the following:

- 1. MSHDA Grant and grant-writing process
- 2. Sign Code Violations issued in September 10 2025
- 3. Planning Commission Public Hearing scheduled for October 28, 2025.

**Item 1:** We have requested that the City be transparent about the content, intent, types of changes and progress of "redrafting the zoning ordinance." The City Administrator stated that he will consider publishing an article in the Grosse Pointe News to accommodate this request.

Items 2 and 3: These matters were discussed with City Administration and not satisfactorily resolved.

We request that the following be placed on the City Council Agenda as New Business at the public meeting to be held October 20, 2025:

#### **New Business**

#### (A) Lawn Sign Code Enforcement

This is a subjective action, intentionally directed at certain residents against rezoning, resulting in discrimination and violation of 1st Amendment right to free speech.

- The Law (Michigan and Federal)
  - o Yard signs are protected under the First Amendment (City of Ladue v. Gilleo, 1994).
  - o Content-based restrictions are barred by Reed v. Town of Gilbert (2015).
  - o Time-based bans ('only up for 30 days') have been struck down by the Sixth Circuit.
- Discrimination/Violation of 1<sup>st</sup> Amendment Rights
  - Violation letters strongly suggest that residents exercising free speech in defense of their neighborhood are being targeted by people in positions of power who favor rezoning.
     Targeting these signs while allowing others (realtor signs, contractor placards, student graduates, theater presentations, etc.) creates indicates biased enforcement.
  - The Code cited does not apply to miscellaneous signs placed on resident private property to share information and ideas. It is directed at signs of a commercial nature.
  - We have not been provided with any written proof that complaint(s) have been filed;
     we have only the word of city staff.
  - The citations were sent to a selected group of residents displaying signs.
  - o This is a slap-dash maneuver, timed within 24 hours of the withdrawal of rezoning application. The citation letter referred to enforcing rights in Grosse Pointe (not Grosse Pointe Woods), which strongly suggests this letter originated in the city of Grosse Pointe and has been a cut-and-paste effort. Additionally, referenced violation 32-11-D-1 does not exist in the Code. This alone renders the violation letter inappropriate and inapplicable.

#### **New Business**

#### (B) Unlawful Notice of Public Hearing

Scheduling this public hearing for October 28 is unlawful, and the decision process to convene a public hearing violates due process and the Open Meetings Act.

On March 25, 2025, the Planning Commission held a public meeting to **Due Process: Past Practice** "Consider Rezoning Application and set a date for Public Hearing." The Public Hearing was scheduled and convened on April 22, 2025. This practice must be replicated as a matter of due process.

#### **Decision to Convene a Public Hearing**

- If this decision was made by the City Administrator, he has exceeded his authority. Such a decision must be made by a legislative body. The administrator is an employee who implements policy, not a decision-maker on zoning matters. Any such decision must be made at a public meeting in compliance with the Open Meetings Act.
- If the Administrator did not make this decision to convene a public hearing, then how was the decision made and involving whom? The likely answer is that it came about via discussion among members of the Planning Commission, and City Administrator; perhaps even some Council members. This decision process is in direct violation of the Open Meetings Act.

We appreciate these 2 items being placed on the Council Agenda October 20 2025.

Thank you. Please advise immediately any action taken.

Lynne Aldrich Christina Pitts

DATE:

October 15, 2025

TO:

Planning Commission, City Administrator, City Clerk

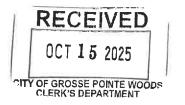
CC:

Mayor and City Council

RE:

Protest - Planning Commission Public Hearing October 28 2025 for

Conditional Rezoning of 20160 Mack



The City disseminated notice for a "Public Hearing on Conditional Rezoning." This is the **first announcement** to the public that the subject property is under application for rezoning.

In a meeting Monday October 13,2025, among a resident and City Administrator, Assistant City Administrator and City Planner, a direct question was asked by the resident about the process for scheduling a public hearing for October 28. Per the resident's notes: It appears that the Administration believes there have been no process violations in issuing this public notice, with no difference between a public meeting and a public hearing. Rather, applications are automatically put on the next PC meeting agenda to avoid applicants having to wait months before knowing the status of their application. It appears that City Administrators are deciding to put items on public meeting agendas, an action they feel does not violate any Open Meeting Act provisions.

Such a response by The City is alarming, demonstrating lack of conscientious research and analysis of critical public meeting requirements. Scheduling this public hearing for October 28 is unlawful, and the decision process to convene a public hearing violates due process and the Open Meetings Act.

**Due Process: Past Practice** On March 25, 2025, the Planning Commission held a public meeting to "Consider Rezoning Application and set a date for Public Hearing." The Public Hearing was scheduled and convened on April 22, 2025.

#### **Decision to Convene a Public Hearing**

- If this decision was made by the City Administrator, he has exceeded his authority. Such a decision must be made by a legislative body. The administrator is an employee who implements policy, not a decision-maker on zoning matters. Any such decision must be made at a public meeting in compliance with the Open Meetings Act.
- If the Administrator did not make this decision to convene a public hearing, then how was the decision made and involving whom? The likely answer is that it came about via discussion among members of the Planning Commission, and City Administrator; perhaps even some Council members. This decision process is in direct violation of the Open Meetings Act.

The public expects compliance with the law. In this case, specifically: that the same process for rezoning consideration via public meeting, followed by a public hearing with 15 days' advance notice --as conducted March-April 2025-- be codified and followed for ANY and EVERY application for rezoning, Thus, a public meeting must be held to "consider rezoning application and set a date for public hearing" to comply with the practice established on March 25, 2025. This public meeting might be held October 28. Any public hearing on rezoning must take place on a date following the public meeting (e.g. after October 28), and comply with the 15-day notice requirement.

YOUR CITIZENS INSIST that the City Immediately retract the Public Notice on Conditional Rezoning, such retractions to appear in all "notice vehicles:" newspapers, internet and mailings. Thank you.

Lynne Aldrich Beth Ann Bayus Kristen Buccellato Jon Dougherty Patti Dougherty Gary Felts Terrence Kosky Colleen McIver Christina Pitts Helen Taylor Joanne Shenstone

#### 1) Public Hearing - Decision MUST derive from a Public Meeting

Based on the Michigan Attorney General's Open Meetings Act Handbook, a public body is NOT allowed to make a private decision on whether to hold a public hearing.

- All decisions must be made in public meetings. The OMA provides that "all decisions of a public body shall be made at a meeting open to the public," and defines "decision" to mean "a determination, action, vote, or disposition upon a motion, proposal, recommendation, resolution, order, ordinance, bill, or measure on which a vote by members of a public body is required and by which a public body effectuates or formulates public policy".
- Decisions cannot be made in closed session. Section 3(2) of the OMA requires that all decisions of a public body shall be made at a meeting open to the public, and the purposes of closed sessions must be strictly limited to specific exceptions no decision making is permitted in closed session
- Therefore, the decision of whether or not to hold a public hearing is itself a "decision" that must be made publicly during an open meeting. The public body cannot:
  - o Discuss and decide this in a closed session
  - o Use "round-robin" voting (passing around a sign-off sheet)
  - o Make the decision through private communications among members
  - o Use any other method that avoids public deliberation and voting

The vote on whether to schedule a public hearing must occur during a properly noticed open meeting where the public can observe the deliberation and the vote.

Based on Michigan case law, the most significant case addressing whether decisions can be made privately is Booth Newspapers, Inc. v. University of Michigan Board of Regents, 444 Mich. 211; 507 N.W.2d 422 (1993). This landmark case directly addresses the question of lawful decision-making to convene a public hearing.

#### **Key Principles from Booth Newspapers:**

- 1. All decisions must be public, not just the final vote: The Michigan Supreme Court held that the OMA requires "all decisions of a public body" and "all deliberations of a public body constituting a quorum of its members" to occur at meetings open to the public.
- 2. "Consensus building" is decision-making: The Court rejected the University's argument that its "consensus building" process was different from decision-making, stating: "any alleged distinction between the committee's consensus building and a determination or action, as advanced in the OMA's definition of 'decision,' is a distinction without a difference".
- 3. Round-robin decision-making violates the OMA: The Court found that when board members used telephone calls or sub-quorum meetings "to achieve the same intercommunication that could have been achieved in a full board meeting," this violated the OMA because it achieved "the same effect as if the entire board had met publicly and formally cast its votes".
- **4.** Announcing a decision publicly is not the same as making it publicly: The Court stated: "The Presidential Selection Committee did not make the decision to appoint Dr. Duderstadt publicly, it merely announced the decision publicly".

Under Booth Newspapers, a public body cannot make a private decision on whether to hold a public hearing. The decision about whether to hold a hearing is itself a "decision" that effectuates public policy and must be made through deliberation and voting at an open meeting. Any attempt to reach consensus privately—whether through closed sessions, phone calls, emails, or sub-quorum meetings—would violate the OMA.

Page 2 of 3

#### 2) A city administrator does NOT have the authority to decide on a public hearing for rezoning.

Under the Michigan Zoning Enabling Act, "the legislative body of a local unit of government may provide by ordinance for the manner in which the regulations and boundaries of districts or zones shall be determined and enforced or amended or supplemented". The legislative body (city council) has the authority to approve or deny rezoning requests, typically after receiving a recommendation from the planning commission.

Before submitting recommendations for a proposed zoning ordinance to the legislative body, the zoning commission shall hold at least one public hearing.

Administrative officials (like city administrators) typically have enforcement authority, not decision-making authority on rezonings. The city council, upon a recommendation from the planning commission, has the authority to approve or deny rezoning requests.

The decision to hold a public hearing on a rezoning is a legislative decision that must be made by the city council (or other legislative body), not by a city administrator. The administrator is an employee who implements policy, not a decision-maker on zoning matters. Any such decision would need to be made at a public meeting in compliance with the Open Meetings Act.

In Herald Co v Bay City, 463 Mich 111, 129-133; 614 NW2d 873 (2000), the Michigan Supreme Court held that a city manager is not subject to the Open Meetings Act. This is significant because it establishes that a city manager (or administrator) is NOT a "public body" under the OMA. The court distinguished between:

- Collective bodies (councils, boards, commissions) that ARE subject to the OMA
- Individual officials (city managers, administrators) who are NOT "public bodies"

While this case addresses the OMA specifically, it reinforces the broader principle that city administrators are individual administrative officials, not decision-making bodies.

The distinction is critical because:

- 1. **Legislative decisions** (like rezoning and whether to hold public hearings) must be made by the **legislative body** (city council)
- 2. Administrative officials implement and enforce decisions but don't make legislative policy decisions
- 3. Under the Michigan Zoning Enabling Act, rezoning is explicitly a **legislative function** requiring action by the legislative body

The case law reviewed earlier, **Booth Newspapers v. University of Michigan Board of Regents**, reinforces that all **decisions** must be made by the public body at open meetings. Since a city administrator is not a "public body," they cannot make zoning decisions like whether to hold a public hearing on rezoning. The authority comes from the statutory framework and the general principle that legislative decisions must be made by legislative bodies, not administrative staff.

From: Debra Walling

To: "Christina Pitts"

Cc: City Council Internal; Arthur W. Bryant; Frank Schulte; Susan Como; Ashley Jankowski; Laura Haw; Tim

Tomlinson; Paul Antolin

**Subject:** Response to October 15, 2025 Correspondences **Date:** Tuesday, October 21, 2025 8:26:18 PM

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 Ms. Aldrich & Ms. Pitts:

My response to your written communications to the Planning Commission and to the City Clerk, dated October 15, 2025, and your verbal comments during the October 20, 2025, City Council meeting, concerning alleged OMA violations and recent FOIA response is below. City Attorney Tomlinson will address your lawn sign enforcement complaints separately.

State law and the Grosse Pointe Woods Zoning Ordinance require the Planning Commission to conduct public hearings for certain matters, such as rezoning requests, but those laws and ordinances do not require a vote of the Planning Commission to set the date of the public hearing. The Planning Commission Bylaws state that the Chair and the Building Official set the agenda for the meeting. The fact that the Planning Commission set a public hearing date at its meeting in March 2025 for April 2025 for a rezoning matter due to certain circumstances does not change the law or the Planning Commission Bylaws, nor does it establish a pattern or practice, nor does failure to repeat that isolated instance constitute a denial of due process. Moreover, contrary to your assertion, the Planning Commission is not a legislative body; but, it is a public body subject to the Open Meetings Act. As such, there is still no requirement that the Planning Commission must vote to set a date for a public hearing or to place any other item on its agenda. As you know, the public hearing notice provisions contained in state law, which are mirrored in the Grosse Pointe Woods Zoning ordinance, are being followed concerning the conditional zoning request on Mack Avenue.

As to your Open Meetings Act (OMA) violation accusation, please understand that Frank Schulte, Susan Como, and the City Planner are not a "public body"—either individually or collectively—subject to the OMA. Therefore, their meetings are not subject to the OMA. If a quorum of a public body is present for a meeting, then the OMA applies. I have no reason to believe that there was a quorum of any public body present during the Planning Commission agenda preparation by the Building Official, the City Planner, and the Chair of the Planning Commission. Inasmuch as setting a meeting agenda is not a "decision" of the public body, your recitation of OMA appellate opinions and principles are not applicable. Consequently, your collective concerns about these matters have been noted and reviewed, but they are unfounded.

Similarly, it is my understanding that your concerns about a delayed response to your recent FOIA request for a MSHDA Grant application are also unfounded and, as of today, moot because the responsive documents were made available within five (5) business days.

Sincerely,



#### **Debra Walling**

27555 Executive Drive, Suite 250 Farmington Hills, MI 48331 P 248.489.4100 | F 248.489.1726

Email: <a href="mailto:dwalling@rsjalaw.com">dwalling@rsjalaw.com</a>

Website: rsjalaw.com

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#### YORK, DOLAN & TOMLINSON, P.C.

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

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

Fred A. York (1930-1989)

October 22, 2025

Via Email, only
Lynne Aldrich

Via Email, only
Christina Pitts

RE: Grosse Pointe Woods - Lawn Sign Code Enforcement

Dear Ms. Aldrich and Ms. Pitts:

We handle municipal prosecutions on behalf of the City of Grosse Pointe Woods. I am in receipt of your correspondence dated October 15, 2025, raising a number of issues with the City Administration, including: lawn sign code enforcement. I respectfully disagree with your legal review and analysis as presented within your correspondence. You reference law relative to yard signs being protected under the First Amendment, (City of Ladue v Gilleo - 1994) and (Reed v Town of Gilbert - 2015), and reference to time based bans being struck down by the Sixth Circuit (no citations).

Seminal and underlying any arguments presented by you is the decision of *Reed v Township of Gilbert*, 576 US 155 (2015) which has resulted in municipalities not only across the State of Michigan, but of the United States of America, reviewing and taking significant measures to revise their sign ordinances to comply with the dictates therein. The Supreme Court explained that content-based laws are "those that target speech based on its communicative content." In *Reed* the Court established two tests to determine whether the sign regulation is content based: first, "a regulation is content based if the individual must read the sign to understand how the regulation applies (e.g. to distinguish a political sign from an advertising sign)." *Id* at 156. Second, a regulation is content based if the underlying purposes of the sign regulation is to regulate certain subject matters. *Id*. The goal of these tests is to protect "viewpoints and ideas from government censoring and favoritism." *Id* at 168.

With regard to the City of Grosse Pointe Woods, the case law relied upon by you with regard to time limitations on temporary signs (political signs) are all pre-Reed. As noted, Reed was a challenge to temporary signs that were treated differently based upon their content. The cases relied upon by you are dependent upon a content based analysis. When striking down durational limitations, the Court had repeatedly done so based upon the content of the sign (i.e. political) prior to Reed. With regard to the City of Grosse Pointe Woods, the ordinance does not completely ban temporary signs, does not rely upon content whatsoever, and is completely

Lynne Aldrich Christina Pitts October 22, 2025 Page 2

content neutral to the type of sign and the messages indicated on the sign. Your analysis requires one to read, understand, and take into consideration what type of sign it is and the content thereof in determining whether or not a durational restriction should be struck down. It is the position of the City that one cannot have it both ways. We cannot base our regulations on the content of the sign pursuant to *Reed*, hence, any analysis of durational restrictions should not rely on the content of the sign. Regardless of whether it is a temporary realtor sign, garage sale sign, or other type of temporary sign, the analysis should only entail a content neutral analysis, and not be with regard to what the messages are. Therefore, the City is of the position that its sign ordinance would withstand constitutional muster as it relates to its time duration.

Second, you assert that there is discrimination/violation of First Amendment rights due to the language of the violation letters relative to other types of signs. The code is clear and applies to all signs that are temporary in nature whether they are realtor signs, contractor placards, student graduates, etc. The time limitations are applicable based upon any complaints that the City receives. Enforcement actions have been taken in the past with the issuance of violation letters, as well as, municipal court prosecutions for same.

Based upon the foregoing, hopefully this response is adequate for you to understand the City's position with regard to the law and the enforcement of its sign ordinance. Should you have any questions regarding this correspondence, please do not hesitate to contact me. We remain,

Very truly yours,

YORK, DOLAN & TOMLINSON, P.C.

Timothy D. Tomlinson

Attorneys for Grosse Pointe Woods

TDT/jabh

CC via email:

Frank Schulte, City Administrator Sue Como, Asst. City Administrator Debra Walling, City Attorney



Email: contact@mifairelections.org, ph: 517-299-8002

October 19, 2025

Paul Antolin Grosse Pointe Woods City Clerk, Wayne County 20025 Mack Plaza Dr. Grosse Pointe Woods, MI 48236

Dear Clerk, Antolin,

It is my pleasure to inform you that you are among a select group of township and municipal clerk offices to receive the Michigan Fair Elections Institute's **Sunlight Award** as a **Responsive Advocate**. An independent investigation of Michigan's official Qualified Voter File (QVF) in March found over 10,000 potential pairs of redundant registrations. Since then, more than 800 emails have been sent to jurisdictional clerks to address this issue. Your jurisdiction was one that demonstrated significant responsiveness and cooperation in addressing duplicate registrations.

As the enclosed certificate states, this award recognizes you as a **Responsive Advocate** for your "outstanding dedication and exemplary service in helping to remove redundancies from your local voter registration rolls."

Michigan Fair Elections Institute is presenting the award to you in honor of your commitment to preserving election integrity through maintaining clean and accurate voter rolls. Award recipients have reduced the number of redundancies by an average of 86% in their jurisdictions. We look forward to your continued assistance as additional redundancies are created and identified.

The Sunlight award is named in honor of U.S. Supreme Court Associate Justice Louis D. Brandeis's famous statement that "sunlight is the best of disinfectants." MFEI is committed to educating citizens and encouraging their engagement in the state's electoral processes. Citizen engagement is fundamental to preserving individual freedom and serves as a vital component of the check-and-balance system envisioned by the Founding Fathers. This system of accountability only works when clerks like you follow the law and work diligently to maintain clean voter files.

While significant progress has been made, only 17% of the duplicate voter registrations in the QVF have been removed statewide. MFEI hopes that other clerks will follow your example and make a similar effort to clean the Michigan QVF in their jurisdictions.

Congratulations! Thank you for your service to the people of your community and to the great state of Michigan.

Sincerely,

Patrice Johnson Founder and Chair

Michigan Fair Elections Institute

Website: Mifairelections.org

MFEI, P.O. Box 41, Stockbridge, MI 49285

Enclosure: Sunlight Award Certificate





# Sunlight Award

THIS CERTIFICATE IS PROUDLY PRESENTED TO Paul Antolin, Grosse Pointe Woods City

as a Responsive Advocate in recognition of your outstanding dedication and exemplary service for helping to remove redundancies from your local voter registration files. Your commitment to transparency and efficiency strengthens public trust in the republic's democratic process and upholds the highest standards of civic duty.

Patrice Johnson

October 20, 2025

Patrice Johnson, Chair, Michigan Fair Elections Institute

"Sunlight is said to be the best of disinfectants; electric light the most efficient policeman."

-- Associate Justice Louis D. Brandeis, United States Supreme Court,



## CITY OF GROSSE POINTE WOODS MEMORANDUM

DATE: November 4, 2025

TO: Mayor and City Council

FROM: Frank Schulte, City Administrator

CC: Steven Schmidt, City Treasurer/Comptroller

**SUBJECT: PAATS Appointment** 

The Assistant City Administrator, Susan Como, has served as the city's representative on the Pointe Area Assisted Transportation Service (PAATS) Board since 2011.

To fill a vacancy, Article III of the PAATS by-laws state:

"There shall be one (1) Representative Member from each of the cities served by PAATS....Each Representative Member shall be appointed by his or her respective city or organization by a method to be determined by such city or organization and shall serve at the pleasure of, or according to a specified term as proved by, such city or organization. Each Representative Member's appointment shall be verified by the transmittal of a letter of appointment signed by the Mayor or President of the respective city or organization."

With Assistant City Administrator Como's impending appointment to the position of City Administrator, I am recommending that City Treasurer/Comptroller, Steven Schmidt, be appointed as the city's PAATS Board representative.



## CITY OF GROSSE POINTE WOODS INFORMATION TECHNOLOGY MEMORANDUM

DATE:

October 24, 2025

TO:

Frank Schulte, City Administrator

RECEIVED

CC:

Steven Schmidt, City Treasurer/Comptroller

OCT 28 2025

FROM:

Gary Capps, Information Technology Manager

CITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT

SUBJECT:

**Emergency Purchase** 

Our existing email solution, Microsoft Exchange, is now EOL and the server recently experienced a hardware failure. We were able to repair the server and upgrade to the new Exchange Subscription Edition but there are many technical issues with the changes Microsoft has made to their platforms and we have worked with Microsoft Support to try and resolve. Since the new Subscription Edition will have annual fees nearly the same as moving to the cloud in conjunction with failing hardware which should be replaced in the next cycle, it no longer makes sense to host the system at the city offices. There are many other technical, security, and end user benefits to moving to this modern solution. Because of the scope of this project, the importance of having email continuity during the transition, and to ensure our Cloud Tenant at Microsoft is set up properly, we need assistance from certified Microsoft Cloud professionals.

Due to the urgency of having properly working emails for the city to conduct its business, waiting for prior city council approval was not possible. Attached is a statement of work for a transition from our on-premise Exchange Environment to a Microsoft Government Cloud (GCC) Exchange Online environment. Funds are available to purchase the new system. We request that council approve and ratify the purchase of the migration services from CDW Government LLC – 75 Remittance Drive Suite 1515, Chicago, Il 60675-5151 in an amount not to exceed \$21,495 from the account # 101-228-818.000

I hereby certify that the above items are necessary for the proper operation of the department

Department Head Signature

I hereby certify that unencumbered funds are available for the above purchase, and that the account number has been verified.

Treasurer/Comptroller Signature

This is an emergency, and I authorize exceeding the ordinance limit to procure the cloud system because the old email

server is failing

City Administrator Signature



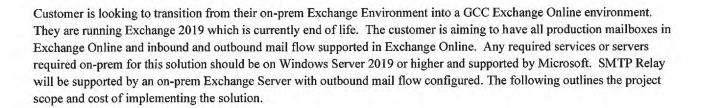
#### STATEMENT OF WORK

Project Name:	Exchange 2019 to Exchange Online Migration	Seller Representative:
Customer Name:	CITY OF GROSSE POINTE WOODS	Justin Christofferson
CDW Affiliate:	CDW Government LLC	+1 (312) 5472351 justin.christofferson@cdwg.com
Date:	October 16, 2025	Solution Architect: Rob Todd
Drafted By		Specialty Resource Patrick McCormack

This statement of work ("Statement of Work" or "SOW") is made and entered into on the last date that this SOW is fully executed as set forth below ("SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider," and "Seller,") and CITY OF GROSSE POINTE WOODS ("Customer," and "Client,").

This SOW shall be governed by that certain State of Michigan Contract #071B6600110 between CDW Government LLC and the State of Michigan dated the 31st day of July, 2016, (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

#### PROJECT SCOPE



Subject to the other provisions of this SOW, Seller will perform the following services:

- Project Kickoff Meeting
- Assessment
- Target Environment Validation
- Developing Project Timeline and Deployment Plan
- Build/Test Migration Toolset
- Migration
- Migration support

#### PROJECT KICK-OFF MEETING

Seller will begin with a project kick-off meeting with your core project team. The kick-off meeting will last approximately one hour and will include:

- Introductions of Customer and Seller team members
- Establishment of roles and the project schedule
- · Knowledge transfer and review of your company and vision
- · Review of this SOW
- · Review of design session goals
- Requirements
- Claiming Partner of Record (CPOR) process review

#### Establish Claiming Partner or Record

For eligible workloads, Seller will provide Customer a CPOR Customer Guide that provides direction on where the Domain Name & Directory ID can be located. Domain Name & Directory ID will be provided back to Seller to associate Claiming Partner of Record (CPOR). CPOR enables Seller to help Customer optimize the use of Microsoft Online Services for desired business outcomes by providing Seller with access to usage and consumption data.

#### ASSESSMENT

Seller will work with the appropriate project team members and stakeholders from both the source and target environment in formal and informal sessions and discussions regarding the current and end-state design of your infrastructure.

Seller will require full administrative access to relevant systems in both the source and target environments during this project phase. This will be facilitated by providing administrative access and/or network access to the Seller. The Customer will be responsible for providing requested information as well as reviewing and running requested discovery processes (both custom and third party) as directed by Seller. At the conclusion of this phase, the project timeline and initial requirements will be outlined and will be agreed upon by both parties.

#### MIGRATION PLANNING

Seller will work with the appropriate team members and stakeholders in a series of workshops to build a migration timeline for <u>in-scope services</u>. The migration planning will cover:

Page 2

- Cutover migration strategy
- End user experience
- Resource review
  - o Unusual use cases
  - o High complexity resources
- Licensing requirements
- · Technical requirements
- Business requirements
- Migration gaps

Based on the requirements identified in the Planning sessions, Seller will work with the project team to determine the migration plan with business and technology requirements. During the workshop sessions, priority will be placed on quickly identifying the resources and system changes necessary for the production migration.

Change Orders may be required to bring these changes into the project scope. In some circumstances, the items listed below may have been identified before the design session. Potential changes include:

- Active Directory remediation
- · Active Directory schema changes
- Implementation of firewall and web proxy rules
- Software updates to current environment to support compatibility and connectivity with the target environment and migration strategy
- Third party certificates
- · Additional missing or required licenses
- Network devices such as load balancers or reverse proxies
- Server (physical or virtual) acquisition, installation, and configuration
- · Microsoft Office deployments

At the completion of this phase, it will be the responsibility of the Customer to provide and validate a complete list of migrating resources that will be transitioned in this project. If the number of resources identified for migration or the complexity of those resources varies from the original values provided in this scope of work, a Change Order will be required to include them in the scope of the project.

Resources that are incorrectly marked for migration are the responsibility of the Customer and extra time used or required to remediate may require a Change Order.

#### M365 SECURITY AND GOVERNANCE TENANT WALKTHROUGH

Seller will provide a walkthrough of the M365 Tenant and provide insights into the capabilities of the platform and discuss common configurations and recommended practices. Seller will focus on capabilities available within the Customer's licensing plan(s).

This walkthrough is not formal training and does not guarantee a specific outcome or configuration. It will be the responsibility of the Customer to consider and implement any settings or features discussed during this session. If the Customer is interested in additional assistance making design and configuration changes to the tenant a Change Order can be requested to expand the scope of work.

#### SELLER ASSISTED END USER REMEDIATION

Seller will assist the Customer in making changes to AD user objects to support the transition to Exchange Online. Due to different requirements between on-prem and AD environments it is common for a number of objects be modified prior to a transition to M365. Common changes include (but are not limited to):

- Changing UPN to match Primary Email Address
- Remediating naming conflicts (2 objects with the same alias)
- Removing or changing unsupported characters
- Adding mail routing addresses or email address policy assignment
- Mapping on-prem AD objects to existing cloud objects
- Changing Mailbox type

Seller will provide general guidance, recommendations and scripts to support remediations to these objects as required, but it will be the responsibility of the Customer to determine what action should be taken on each object.

#### **DEVELOPING THE PROJECT TIMELINE**

During the previous Assessment and Migration Planning phases, information about the source and target environments will have been collected and documented. During this phase, hardware, software, and services required to implement the solution will be identified and cost will be assigned to these resources. Additional quotes will be compiled if needed. Tasks will be defined; resources will be assigned, and timelines will be created for the deployment of the solutions.

It will be the responsibility of Customer to provide quotes or pricing for any of the identified resources if those resources are to be provided by a party other than Seller.

Over the course of the migration planning, application dependencies on the source tenant and target tenant may be identified. Seller will provide guidance and recommendations for the reconfiguration of these systems. Migration, reconfiguration and testing of these applications are the responsibility of the Customer unless specifically detailed in this statement of work.

At the conclusion of this phase the Customer will have a clear understanding of the costs that will be incurred to implement the solution as well as a timeline for the complete deployment. Seller has the right to amend the project estimates based on the results of the Migration Planning.

#### **BUILD AND TEST**

#### **PROVISION NEW OFFICE 365 TENANT**

During the course of this project a new Office 365 tenant will be established and the appropriate, customer-provided licenses will be assigned to that tenant.

#### **INSTALL ENTRA ID CONNECT**

Entra ID Connect with password synchronization will be installed and configured. This will require a single customerprovided server instance running a Windows Server operating system version supported by Microsoft and Entra ID

#### SELLER LED EXCHANGE ONLINE CONFIGURATION

Seller will provide up to 6 hours to assist the Customer to create baseline policy to be used by all users in the organization to support the Customer's initial use of Exchange Online. Those policies may include:

- licensing assignment
- · retention policies
- data loss prevention (DLP) policies
- Exchange Online Protection (EOP) settings
- · Role-based access / admin assignments using built-in permission groups
- User access controls

During the Assessment and Validation project phases, third party or out of scope services may be discussed, but it will be the responsibility of the Customer to review, configure, or implement those services if required for project execution. It will be the responsibility of the customer to ensure the correct licenses are acquired to support the features they want to deploy.

If additional time for configuration is required a change order may be requested by the project team.

#### MULTI-FACTOR ENABLEMENT FOR END USERS USING M365 NATIVE MFA

Seller will set up Multi-Factor Authentication for user access to M365 resources using the native M365 capabilities. This functionality will be enforced by a single conditional access policy or via the per user based MFA enrollment settings.

It will be the responsibility of the Customer to ensure that end users have the required mobile devices or phone services to support M365 MFA options.

#### CUSTOMER ASSISTED EMAIL DELIVERABILITY AND REPUTATION CONFIGURATION

Seller will assist the Customer in either updating or creating new email reputation and authentication records. During this engagement the records will be set up and configured based on the known authorized email providers at the time of creation. It will be the responsibility of the Customer to adjust these records to meet the needs of the organization after the initial setup and configuration.

As a part of this engagement the Seller will support the following services:

- SPF
- DMARC
- DKIM

#### CONFIGURE HYBRID EXCHANGE FOR COEXISTENCE

Seller will configure the existing on-premises Exchange Server infrastructure in hybrid with Exchange Online.

The Seller will install and configure Exchange Hybrid on a new server. The customer will be responsible for providing a Windows Server with a supported version of the OS on which a new Exchange Server will be configured. Requirements of the Exchange Server include but are not limited to:

- TLS 1.2 enabled
- Outbound HTTP and HTTPS Connections to internet without a web proxy
- AD Domain Joined Server

Exchange Hybrid will be configured to support <u>mailbox migration and mail flow only</u> and the scope does not include the setup or support of free/busy, mailbox delegation, or any other features supported by Exchange Hybrid.

The customer will be responsible for providing the required number of Windows Servers with a supported version of the OS on which the migration tools will be installed.

Applications which depend on the legacy systems will not be migrated.

There are a multitude of factors which can impact the total number of servers that must be deployed. These factors will be discussed in detail during the Planning and Design sessions. If the outcome of the design stipulates a different number of servers than specified above will be required, then the hours associated with this component will need to be updated via a project change request.

#### MIGRATION

The Migration Phase will be executed based on the decisions and planning documented in the previous steps. The Migration Phase will require Customer and Seller resources working in concert to manage, track, and execute the migration plan as defined in the Migration Timeline documentation.

If the expected scope of the migration changes, a Change Order may be required to fully execute this migration. Common causes for changes in deployment estimates include:

- A significant number of new hires
- Changes to in scope migration objects after Migration Planning is completed
- Newly created or identified groups or shared resources
- Identifying unexpected technical dependencies
- Adding additional items to the scope of engagement
- Unexpected complexities above and beyond the intended scope
- Changes to number of anticipated migration waves
- Changes to number of domains being transitioned
- · Large changes to the amount of data being migrated

It will be at the discretion of the Customer and project team to determine if a Change Order is required to proceed.

User migrations will take place in one (1) migration wave based on the output of the Migration Planning phase. A small test migration of up to 5 test user accounts can also be completed. Customer resources will be expected to be online and available both during the migration window and the following migration support windows. If Customer requirements determine additional waves or support hours are needed, a Change Order can be used to expand the scope of the engagement.

Resources and content up to the values listed below will be in scope for migration:

Resource	Resources/Content in Scope
----------	----------------------------

SMTP Domains	1
Count of migrating User mailboxes	127
Count of migrating Shared mailboxes	10
Count of migrating Resource mailboxes	4
Count of migrating Archive mailboxes	0
Count of migrating dynamic groups	1
Count of Transport Rules	12
Dynamic Distribution Groups	1
Total migrating mailbox data (GBs)	157
Total migrating Exchange native archive mailbox data (GBs)	0
Count of migrating Public Folders	N/A
Count of mail enabled Public Folders	N/A
Total migrating Public Folder data (GBs)	N/A
Count of Send Connectors	3
Count of Custom Receive Connectors	5

#### Deployment Support

Seller has allocated engineering hours as shown in the following table for Level 2 deployment support. Seller resources will be leveraged as escalation resources and will <u>not</u> be responsible for Level 1 support, tracking tickets or out of scope support items.

Allocated Hours		
4		

#### **DECOMMISSIONING**

After the completion of the Migration Phase and all production mailboxes have been transitioned to Exchange Online Seller will assist in the decommissioning of up to (1) server from that system. A single Exchange server that supports outbound mail flow to Exchange Online will be left in the Exchange environment for improved administration access and to provide additional mail routing options.

If applications are leveraging a decommissioned server to support mail flow to the internet or to Exchange Online, it will be the responsibility of the Customer to update those systems to leverage the remaining Exchange hybrid server.

#### PROJECT CLOSURE AND NEXT STEPS

At the project's conclusion, a closure meeting will be held with Customer and Seller (Delivery and Presales resources) to verify that all business and technical requirements of this engagement have been satisfied. If, during the engagement, next steps or recommendations have been discovered by Seller those options will be presented to Customer for future action.

#### PROJECT EXECUTION

Engaged engineers are expected to provide a minimum of eight (8) hours of project specific services each week until the project is completed unless the project is on hold or suspended. If the work week includes holidays or the CDW resource is otherwise unavailable, project minimums for the week will be reduced by two (2) hours for each day.

Engaged Project Managers are expected to provide a minimum of two (2) hours of project specific services each week until the project is completed unless the project is on hold or suspended. If the work week includes holidays or the CDW resource is otherwise unavailable, project minimums for the week will be reduced by up to half an hour (.5) hours for each day.

The customer may request a project be put on hold with written notification to the Seller team at least ten (10) business days prior to the start of the requested project hold. If the project hold exceeds ten (10) business days Seller may consider the project to be suspended.

Timelines to reactivate a suspended project will be subject to Seller's resource availability to re-engage. Seller will attempt to reengage the same resources based on availability, but there is no guarantee that the same resource will be assigned to the engagement. Suspended projects may also require a change order to reactivate to add additional cost to the engagement based on the discretion of the project team.

Seller reserves the right to place a project on hold or suspend it if the minimum weekly effort is not being met.

#### PROJECT ASSUMPTIONS

- 1. The internal/corporate network utilizes a single, continuous, fully routable private address space. Internal clients have direct access to internal servers. Internal systems are not directly accessible from public networks. External clients must establish connections to secure intermediary devices which will proxy or route connections to internal resources on the clients' behalf (VPN, terminal server, reverse proxy, etc.).
- The configuration and management of all systems which will be involved in the project are under the control of your
  organization, either directly or through a third-party. The Seller may request configuration changes to these devices
  and Customer will implement these changes pending established change control procedures.
- 3. The Active Directory Domain Services, network, and all related infrastructure that need to interact with the solution are in a stable and supported state, sufficient to respect the timeline proposed in the project plan.
- The Customer will have key technical resources available throughout the deployment process to assist the deployment team.
- 5. The cost of purchasing, designing, and supporting third-party applications required to support technical requirements is not included in this proposal.
- 6. Product licenses and/or subscriptions (Microsoft or non-Microsoft) will <u>not</u> be provided under this SOW. You are responsible for acquiring all necessary product licenses required as a result of this SOW.
- 7. All modifications requested after the signing of the contract will be managed using a Change Order.
- 8. If the customer is not providing full administrative access to the environment(s) Customer acknowledges that the price and duration of the project may be increased.

- 9. The Seller's delivery methodology will form the basis of this project. Any variations to these processes will be mutually agreed to by us and Customer.
- 10. Cost of Delay: The cost of all delays in Customer approval, issue resolution, and information provision to our team will be paid by Customer.
- 11. External Dependencies: There may be external projects/dependencies that may have significant impact on the timeline, schedule, and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.
- 12. Content to be migrated meets all requirements and falls within the limits supported by the target environment and the migration toolset. Examples include file size limits, file names, etc.
- 13. All hardware and software that will be implemented as part of this project or that will be configured during this engagement is covered under a vendor approved support lifecycle or contract.
- 14. Customer is running Microsoft supported versions of on-premises services.
- 15. Migration Service accounts will have MFA disabled as necessary to facilitate migration activities.
- 16. Scope does not include planning or design documentation.
- 17. All work will be 'best effort' in the hours provided in this Statement of Work
- 18. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- 19. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from Microsoft and has no objections in relation thereto.
- 20. Customer will have at least 127 exchange online licenses that will be assigned to all transitioning user mailboxes.
- 21. If your Exchange environment is more than 1 CU updates behind the latest release you may need to update your servers to support the migration.
- 22. At the completion of the project Customer will be responsible for disabling or securing accounts created for the purposes of this project.
- 23. Where possible, Seller recommends the use of Multi-Factor Authentication (MFA) for the accounts requiring access to client systems.
- 24. Microsoft Azure consumption monthly billing totals may be affected by the Azure environment recommendations and/or changes made as a result of the services being performed during this engagement.

#### **Customer Responsibilities**

- 1. For eligible workloads regarding Claiming Partner of Record (CPOR), Customer will provide the required Tenant Domain name and Directory ID to Seller prior to work beginning.
- 2. Communicate all material project matters to Seller's contact person.
- 3. Third-party application compatibility and support.
- 4. Provide at least one qualified technical person with system administration responsibilities.
- 5. Provide qualified personnel at your location (or any other location designated by you where services are to be provided) to support your existing equipment.
- 6. Provide other full-time, qualified, knowledgeable personnel who will perform your obligations under this SOW; make timely decisions necessary to move performance of the services forward; participate in this project to the extent reasonably requested by Seller; and reasonably assist Seller with its performance of the services.
- 7. Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the services.
- 8. All servers (physical or virtual), server hosts and network devices (including but not limited to gateways, load balancers, reverse proxies, session border controllers) to be utilized in the deployment will be procured, assembled, installed, and configured with the base operating system and network configuration prior to Seller consultants beginning work on those systems.
- 9. All software media and corresponding licenses and/or product keys will be provided to Seller consultants prior to implementation.

- 10. All required certificates will be procured prior to implementation and will be provided to the Seller consultant(s) or will be installed by your staff under the supervision of the Seller consultant(s).
- 11. If the solution drives configuration changes and/or upgrades to other systems in the environment, including but not limited to backup software, VDI, anti-spam/antivirus, archiving/journaling, security/firewall, PBXs, and/or other gateway products, these changes and the associated costs are not the responsibility of Seller.
- 12. Seller consultants will provide guidance on client (Outlook, mobile devices, multi-function printers, etc.) configuration, but will <u>not</u> be responsible for the installation of software or configuration of client devices.
- 13. Third-party migration tool procurement and related costs.

#### **OUT OF SCOPE**

Specific tasks outside this SOW include, but are not limited to:

- 1. Seller will not be conducting formal IT-Administration or end-user training. However, knowledge transfer is integral to our approach throughout execution of our methodology.
- 2. Step-by-step process and/or Build Documentation.
- 3. Assessment or remediation of existing infrastructure to support this solution (for example, Active Directory, network hubs, switches, routers, and so on).
- 4. Support of non-mail flow coexistence features (free busy, mailbox delegation, etc.) between Exchange On-prem and Exchange Online environments
- 5. Migration or support of third-party applications
- 6. Migration of archive data and any data outside the listed source or system including PST files.
- 7. Recovery of a tenant environment after expiration of trial periods and/or licenses.
- 8. Setup, configuration, and management of third-party identity federation services.
- 9. Microsoft 365 cloud applications and/or services not explicitly defined in the Project Scope (e.g., Planner, Sway, Stream/Video, etc.).
- 10. Third party applications such as cloud identity providers, messaging hygiene services, third-party cloud security services, fax server or voicemail system integration.
- 11. Level/Tier 1 end-user support during deployment.
- 12. Support or configuration of VDI environments supporting user profiles and content caching.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

#### ITEM(S) PROVIDED TO CUSTOMER

Table 1- Item(s) Provided to Customer

Item	Description	Format
Migration Strategy	Document that outlines the migration strategy of moving in scope services to the target environment.  Specific configurations made to the target environment are not included in this document.	Word/PDF
Implementation Plan	Project Task List detailing tasks for implementation of and migration to the new solution.	Microsoft Excel

#### GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's
  performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety
  and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect
  information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases,
  these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also
  use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used
  only for purposes of performing the Services and will be removed or automatically deleted when CDW has
  completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access
  credentials and completing any other necessary steps to ensure that access to all of Customer's environments has
  been permanently terminated for all CDW coworkers and contractors that were part of this engagement.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

#### Associate Project Manager

Seller will assign a project administration resource to perform the following activities within the Scope of the Project:

- Effectively manages project to scope, time and cost expectations.
- Helps ensure project timelines, dependencies, budget and risks are managed effectively and efficiently.
- When a change to a project occurs, the Seller's project change control process will be utilized.
- Facilitates administrative tasks, as necessary.
- Documents and distributes meeting notes/action items

Upon completion of the Services, CDW will submit a Completion Document to Customer. Customer will return the Completion Document in accordance with its instructions within five (5) business days from the date of receipt thereof. If Customer reasonably believes that CDW failed to substantially complete the Services in accordance with this SOW, Customer will notify CDW in writing of its reasons for rejection of the Services or any portion thereof within five (5) business days from Customer's receipt of the Completion Document. If CDW does not receive the signed Completion Document or written notification of the reasons for rejection within five (5) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

#### CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("Contact Person") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

#### CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("Change Order"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

#### PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("Anticipated Schedule") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely
  manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated
  causing the project's schedule to extend on account of experiencing interruptions to its momentum
  requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

#### TOTAL FEES

The total fees due and payable under this SOW ("Total Fees") include both fees for Seller's performance of work ("Services Fees") and any other related costs and fees specified in the Expenses section ("Expenses").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

#### **SERVICES FEES**

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$21,495.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Milestone	Percentage	Fee
Signed Sow	50%	\$10,747.50
Completion of Implementation	50%	\$10,747.50
Totals	100%	\$21,495.00

#### **Expenses**

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

#### **Travel Notice**

The parties agree that there will be no travel required for this project.

#### **CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the following locations ("Customer-Designated Locations")

Location	Address
Grosse Pointe Woods Site	20025 MACK PLAZA DR, MI, MI 48236

43

#### **SIGNATURES**

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

#### **CDW Government LLC**

#### **CITY OF GROSSE POINTE WOODS**

By: Connor Grimsley	-	By: Frank Schultz Cetz Administra	
Name: Services Contracts M	Manager	Name:	
Title: Services Contract M	anager	Title: _ City administra	ator
Date:Oct 24, 2025		Date: _Oct 24, 2025	4
Mailing Address:		Mailing Address:	
200 N. Milwaukee Ave.		20025 MACK PLAZA DE	
Vernon Hills II. 60061		GROSSE POINTE WOOL	OS MI 48236-2343



## CITY OF GROSSE POINTE WOODS MEMORANDUM

REC: VED NOV 0 5 2025

Date: November 10, 2025

To: Mayor Bryant and City Council

From: Steven Schmidt, Treasurer/Comptroller

Re: Unpaid Invoices

Attached is a list of unpaid invoices for services rendered by the City to residential properties.

Grass Cutting/Property Maintenance	\$ 3,863.25
Cross Connection Fees	\$ 0.00
Total Unpaid Invoices	\$ 3,863.25

Staff has made several attempts to collect these fees but have been unsuccessful. I am requesting City Council to authorize the transfer of the unpaid invoices to the real December 2025 property tax bills.

Thank you.

Steven Schmidt, Treasurer/Comptroller

Invoice #	Date Filed	Invoice Sent	Customer Name	Address	Street	PARCEL#	Service Provided	Amoun
W64141	6/4/2025	6/4/2025	Behravesh-Koegler Shahin A	1447	Sunningdale	010-01-0085-000	Grass cut/trim	\$117.00
W64143	6/4/2025	6/4/2025	Dicicco, Ronald	20810	Marter Rd.	006-99-0003-003	Grass cut & debri clean up	\$65.00
W64146	6/4/2025	6/4/2025	Kavaya, Gloria	2360	Stanhope	011-04-0524-000	Grass cut, debris disposal, removal of weeds	\$172.50
W64149	6/4/2025	6/4/2025	Jossens, Arthur	1798	Kenmore	011-01-1626-000	Grass cut & trim	\$65.00
W64150	6/4/2025	6/4/2025	Behravesh-Koegler Shahin A	1447	Sunningdale	010-01-0085-000	Grass cut & trim	\$117.00
W64484	7/3/2025	7/3/2025	Kavaya, Gloria	2360	Stanhope	101-000-482-000	Grass cut & trim and cleanup	\$87.50
W64487	7/3/2025	7/3/2025	This and That for Pets	19467	Mack	101-000-482-000	Grass cut & trim	\$59.00
W64488	7/3/2025	7/3/2025	Yeanoplos Lavenue	19984	Fairway Dr	101-000-482.000	Grass cut & trim &cleanup	\$1,378.00
W64491	7/3/2025	7/3/2025	Kavaya, Gloria	2360	Stanhope	101-000-482.000	Grass cut & trim	\$65.00
W64492	7/3/2025	7/3/2025	Jossens, Arthur	1798	Kenmore	101-000-482-000	Grass cut & trim with trash removal	\$481.00
W64494	7/3/2025	7/3/2025	Behravesh-Koegler Shahin A	1447	Sunningdale	101-000-482-000	Grass cut & trim	\$631.00
W64495	7/3/2025	7/3/2025	Dicicco, Ronald	20810	Marter Rd.	101-000-482-000	Grass cut & trim	\$65.00
W64850	8/7/2025	8/7/2025	Kavaya, Gloria	2360	Stanhope	101-000-482-000	Grass cut & removal of weeds	\$87.50
W64851	8/7/2025	8/7/2025	Dicicco, Ronald	20810	Marter Rd.	101-000-482-000	Grass cut & trim	\$65.00
W64853	8/7/2025	8/7/2025	Behravesh-Koegler Shahin A	1447	Sunningdale	101-000-482-000	Grass cut & trim	\$65.00
W64854	8/7/2025	8/7/2025	Kavaya, Gloria	2360	Stanhope	101-000-482-000	Grass cut & trim	\$65.00
W64860	8/7/2025	8/7/2025	Behravesh-Koegler Shahin A	1447	Sunningdale	101-000-482-000	Grass cut & trim	\$87.50
W64861	8/7/2025	8/7/2025	Yeanoplos Lavenue	19984	Fairway Dr	101-000-482.000	Grass cut/ weed removal	\$190.29
TOTAL LA	ANSCAPING							\$3,863.25
				CRO	SS CONI	NECTION		
TOTAL C	ROSS CONN	IECTION						\$0.00
GRAND 1	TOTAL							\$3,863.25

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

INVOICE

www.aewinc.com

p(586)726-1234

October 27, 2025

Project No:

0160-0479-0

Invoice No:

161384

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

Project

0160-0479-0

**GHESQUIERE & LAKEFRONT PARK BLDG RENO** 

Professional Services from September 22, 2025 to October 19, 2025

Phase

03

LAKEFRONT CA

Fee

Total Fee

13.333.00

**Percent Complete** 

95.00 Total Earned

12,666.35

Previous Fee Billing

11,999.70

**Current Fee Billing** 

666.65

**Total Fee** 

666.65

**Total this Phase** 

\$666.65

Total this Invoice

\$666.65

**Outstanding Invoices** 

Number

161160

10/10/2025

Date

**Balance** 666.65

Total

666.65

PO 48614 # 401-902-977. LOY 04-9.K 55





INVOICE

October 28, 2025

Project No:

0160-0455-0

Invoice No:

161435

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

Project

0160-0455-0

VERNIER & MACK AVE INTERSECTION IMPROVE.

PURCHASE ORDER #24-48747 - \$375,000.00

FOR: CONSTRUCTION OBSERVATION, CONSTRUCTION ENGINEERING, & CONTRACT ADMIN.

Professional Services from September 22, 2025 to October 19, 2025

Phase

03

CONSTRUCTION

Professional Personnel

Professional Personnel				
	Hours	Rate	Amount	
RESEARCH/REVIEW				
PRINCIPAL ENGINEER / SURV / ARCH	2.00	144.10	288.20	
CONTRACT ADMINISTRATION				
PROJECT MANAGER	35.70	140.00	4,998.00	
GRADUATE ENG I / SURV I / ARCH I	17.10	102.20	1,747.62	
TECHNICIAN III	21.70	85.70	1,859.69	
TECHNICIAN II	16.00	75.80	1,212.80	
TECHNICIAN I	2.40	68.50	164.40	
SENIOR PROJECT MANAGER	.90	142.00	127.80	
STUDIES				
GRADUATE ENG I / SURV I / ARCH I	3.00	102.20	306.60	
SENIOR PROJECT MANAGER	6.50	142.00	923.00	
MEETINGS				
GRADUATE ENG I / SURV I / ARCH I	2.50	102.20	255.50	
SENIOR PROJECT MANAGER	4.00	142.00	568.00	
CONSTRUCTION OBSERVATION				
GRADUATE ENG I / SURV I / ARCH I	35.50	102.20	3,628.10	
TEAM LEADER	11.00	102.20	1,124.20	
TECHNICIAN II	22.50	75.80	1,705.50	
TECHNICIAN I	30.00	68.50	2,055.00	
TRAFFIC PLAN				
GRADUATE ENG I / SURV I / ARCH I	1.00	102.20	102.20	
Totals	211.80		21,066.61	
Total Labor				21,066.61
Billing Limits	Current	Prior	To-Date	
Total Billings	21,066.61	252,793.16	273,859.77	
Limit			375,000.00	
Remaining			101,140.23	
PO 48747		Total thi	s Phase	\$21,066.61
PO 48747	207			****

#202-451-974.803 on- J.K.

**Total this Invoice** 

\$21,066.61





INVOICE

October 28, 2025

Project No:

0160-0473-0

Invoice No:

161436

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

0160-0473-0

TORREY ROAD PUMP STATION GENERATOR

PURCHASE ORDER #23-48021 - \$200,000.00 FOR: CONTRACT ADMIN. & FINAL CUTOVER

#### Professional Services from September 22, 2025 to October 19, 2025

Professional Personnel

	Hour	s Rate	Amount	
SECRETARIAL				
ADMINISTRATIVE	1.0	0 40.40	40.40	
CONTRACT ADMINISTRATION				
PROJECT MANAGER	16.0	0 140.00	2,240.00	
CONSTRUCTION ADMINISTRATION				
SENIOR PROJECT ENG II / SUR II / ARCH II	1.5	0 138.00	207.00	
Totals	18.5	0	2,487.40	
Total Labor				2,487.40
Billing Limits	Current	Prior	To-Date	
Total Billings	2,487.40	116,526.80	119,014.20	
Limit			200,000.00	
Remaining			80,985.80	
		Total this	Invoice	\$2,487.40

PO 48021 # 592-542-818,000 OK-JK SS





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

INVOICE

www.aewinc.com p(586)726-1234

October 28, 2025

Project No:

0160-0480-0

Invoice No:

161437

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

Project

0160-0480-0

LFP BOAT LAUNCH PARKING LOT

P.O. #25-48803 - \$106,499.00

FOR: CONTRACT ADMIN. & PROJECT CLOSEOUT

Professional Services from September 22, 2025 to October 19, 2025

**Professional Personnel** 

	Hours	Rate	Amount	
CONTRACT ADMINISTRATION				
PROJECT MANAGER	3.50	140.00	490.00	
GRADUATE ENG I / SURV I / ARCH I	2.00	102.20	204.40	
TECHNICIAN III	2.00	85.70	171.40	
Totals	7.50		865.80	
Total Labor				865.80
Billing Limits	Current	Prior	To-Date	
Total Billings	865.80	44,811.93	45,677.73	
Limit			106,499.00	
Remaining			60,821.27	
		Total this	Invoice	\$865.80

PO 48803 # 202-451-974.201\$ 41.12 # 203-451-974.201\$ 123.38 # 203-451-971.803\$ 129.87 # 585-574978.300\$ 422.86 # 585-574978.300\$ 422.86 # 594-785-974.201\$ 148.57





INVOICE

October 28, 2025

Project No:

0160-0482-0

Invoice No:

161438

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

Project

0160-0482-0

**GHESQUIERE PARK WALKING PATH** 

P.O. #25-48805 - \$60,000.00

FOR: CONSTRUCTION ENGINEERING AND CONTRACT ADMIN.

Professional Services from September 22, 2025 to October 19, 2025

**Professional Personnel** 

	Hours	Rate	Amount	
CONTRACT ADMINISTRATION				
PROJECT MANAGER	5.50	140.00	770.00	
GRADUATE ENG I / SURV I / ARCH I	2.00	102.20	204.40	
TECHNICIAN III	1.00	85.70	85.70	
Totals	8.50		1,060.10	
Total Labor				1,060.10
Billing Limits	Current	Prior	To-Date	
Total Billings	1,060.10	48,212.19	49,272.29	
Limit			60,000.00	
Remaining			10,727.71	
		Total this	Invoice	\$1,060.10

PO 48805 # 401-902-977.104 0K-9K 555





INVOICE

October 28, 2025

Project No: Invoice No: 0160-0493-0 161439

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

Project

0160-0493-0

2025 MISCELLANEOUS CONCRETE PROGRAM

PURCHASE ORDER #25-49187 - \$108,334.00

FOR: CONSTRUCTION ENG., CONSTRUCTION OBSERVATION, CONTRACT ADMIN.

#### Professional Services from September 22, 2025 to October 19, 2025

**Professional Personnel** 

	Hours	Rate	Amount	
SECRETARIAL				
ADMINISTRATIVE	.50	40.40	20.20	
PRINTS				
TECHNICIAN II	.30	75.80	22.74	
PRELIMINARY ENGINEERING				
TEAM LEADER	1.50	102.20	153.30	
CONSTRUCTION PLAN DESIGN				
TECHNICIAN III	2.50	85.70	214.25	
QUANTITIES				
TECHNICIAN III	3.50	85.70	299.95	
CONTRACT ADMINISTRATION				
TEAM LEADER	9.00	102.20	919.80	
TECHNICIAN III	.80	85.70	68.56	
ADMINISTRATIVE	.70	40.40	28.28	
SENIOR PROJECT MANAGER	2.10	142.00	298.20	
PROJECT ENGINEER I / SURV I / ARCH I	3.00	126.00	378.00	
MEETINGS				
TEAM LEADER	3.50	102.20	357.70	
CONSTRUCTION OBSERVATION				
TEAM LEADER	1.50	102.20	153.30	
TECHNICIAN III	115.50	85.70	9,898.35	
MAPSET				
GIS ANALYST	.70	85.70	59.99	
Totals	145.10		12,872.62	
Total Labor				12,872.62
Billing Limits	Current	Prior	To-Date	
Total Billings Po 49187 Limit Remaining # 202-451-974.	12,872.62 201 \$772.35	47,319.86	60,192.48 108,334.00 48,141.52	
# 202-451-974- # 203-451-974-1 # 585-571-978-1	300 \$ 4,891.6	Total this	s Invoice	\$12,872.62





INVOICE

October 28, 2025

Project No:

0160-0498-0

Invoice No:

161440

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

Project

0160-0498-0

2025-2026 GENERAL ENGINEERING

PURCHASE ORDER #25-48971 - \$40,000.00

Professional Services from September 22, 2025 to October 19, 2025

Phase

01

GENERAL ENGINEERING

**Professional Personnel** 

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER / SURV / ARCH			
LOCKWOOD, SCOTT	2.00	144.10	288.20
Budget meeting			
FEASIBILITY			
GRADUATE ENGINEER II / SURV II / ARCH II			
WILSON, HOLLY	1.00	109.30	109.30
New Sewer Rehab Locations - Upcoming FCIPP Project			
PRELIMINARY ENGINEERING			
TEAM LEADER			
VARICALLI, FRANK	.50	102.20	51.10
Preliminary FCIPP estimate			
VARICALLI, FRANK	1.50	102.20	153.30
Update sewer rehab recommendation map with GIS			
CONSTRUCTION PLAN DESIGN			
GRADUATE ENG I / SURV I / ARCH I			
STAFFORD, SAMUEL	.50	102.20	51.10
GPW borings,			
STAFFORD, SAMUEL	.50	102.20	51.10
meeting with city			
STAFFORD, SAMUEL	1.00	102.20	102.20
presentation meeting, boring reports,			
GENERAL			
PROJECT MANAGER			
WILBERDING, ROSS	1.50	140.00	210.00
Emailing spreadsheet and maps, to schedule const. bud sewer map considerations w/ F. Varicalli. Rescheduling maps w/ F. Schulte	geting meetin meeting and o	gs. Discussing discussing	
WILBERDING, ROSS	2.00	140.00	280.00
FYE27 construction budgeting meeting			
WILBERDING, ROSS	2.00	140.00	280.00
Monthly engineering meeting			
WILBERDING, ROSS	2.00	140.00	280.00
Preparing monthly engineering meeting agenda, review construction budgeting meetings	of GIS maps	for	

Project	0160-0498-0	2025-2026 GENERAL ENGI	NEER	ING	Invoice	161440
	VILBERDING, ROSS		.50	140.00	70.00	
	Resending updated spre	eadsheet and maps per latest construct prints of water/sewer maps for DPW u		mmittee		
٧	VILBERDING, ROSS	1	.00	140.00	140.00	
	Review and markup GIS	maps for construction budgeting mee	tings			
٧	VILBERDING, ROSS	1	.50	140.00	210.00	
		construction budgeting meetings. Sett ction budgeting meetings	ing up	initial		
٧	VILBERDING, ROSS	2	2.00	140.00	280.00	
		t per F. Schulte request. Coordinating onstruction budgeting data	revisio	ns to GIS		
٧	VILBERDING, ROSS	2	2.00	140.00	280.00	
GIS UPD/	Engaging GIS for map re future sewer rehab prog	ction budgeting spreadsheet per last v evisions. Engaging rehab group for cos gram.				
	ANALYST					
	OURJALIAN, ANDREW	13	.20	85.70	1,131.24	
	Updated CIP Maps			00.10	1,101.21	
	Totals	34	.70		3,967.54	
	Total Labor	7 1 E T			-,	3,967.54
Billing Li	mits	Current		Prior	To-Date	
Total	Billings	3,967.54		9,110.97	13,078.51	
L	imit				40,000.00	
F	Remaining				26,921.49	
				Total this	Phase	\$3,967.54
				Total this	Invoice	\$3,967.54

PO 48971 # 101-441-818.000 \$ 991.89 # 101-265-818-000 \$ 2,479.71 # 592-537.818.000 \$ 495.94 \$ 592-537.818.000 \$ 495.94

RECEIVED NOV 0 6 2025



#### " OF GROSSE POINTE WOOD! ANDERSON, ECKSTEIN & WESTRICK, INC. CIVIL ENGINEERS SURVEYORS ARCHITECTS 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315

INVOICE

www.aewinc.com

p(586)726-1234

October 28, 2025

Project No:

0160-0496-0

Invoice No:

161498

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

Project

0160-0496-0

WEDGEWOOD RESURF. (VERNIER-HAWTHORNE)

PURCHASE ORDER #25-49195 - \$7,500.00 PURCHASE ORDER #25-49193 - \$33,250.00 PURCHASE ORDER #25-49285 - \$70,918.00

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

Professional Services from September 22, 2025 to October 19, 2025

**Professional Personnel** 

	Hours	Rate	Amount	
CONSTRUCTION STAKEOUT				
SENIOR PROJECT MANAGER	2.00	142.00	284.00	
SENIOR TEAM LEADER	3.00	126.00	378.00	
PRINTS				
TECHNICIAN II	.40	75.80	30.32	
CONTRACT ADMINISTRATION				
PRINCIPAL ENGINEER / SURV / ARCH	.50	144.10	72.05	
PROJECT MANAGER	18.40	140.00	2,576.00	
GRADUATE ENG I / SURV I / ARCH I	12.50	102.20	1,277.50	
TECHNICIAN III	9.90	85.70	848.43	
TECHNICIAN I	.30	68.50	20.55	
SENIOR PROJECT MANAGER	1.00	142.00	142.00	
MEETINGS				
GRADUATE ENG I / SURV I / ARCH I	3.00	102.20	306.60	
CONSTRUCTION OBSERVATION				
GRADUATE ENG I / SURV I / ARCH I	71.50	102.20	7,307.30	
TEAM LEADER	15.50	102.20	1,584.10	
TECHNICIAN III	12.50	85.70	1,071.25	
TECHNICIAN I	1.00	68.50	68.50	
EXTRA SERVICES				
SENIOR TEAM LEADER	5.50	126.00	693.00	
Totals	157.00		16,659.60	
Total Labor				16,659.60
Unit Billing				
2 PERSON CREW-CONSTRUCTION STAKEOUT	15.0 HOL	JRS @ 172.50	2,587.50	
Total Units		-	2,587.50	2,587.50
	Current	Prior	To-Date	
Total Billings # 2. 2-45 L977, 803 19.	.247.10	32,248.07	51,495.17	
Limit \$1,001-93			111,668.00	
Remaining Po 49195			60,172.83	
Total Billings # 203-451-977.803  Limit \$1,001-93  Remaining ρ <sub>0</sub> 49195  # 202-451-974. 20(\$7,50  ρ <sub>0</sub> 49285  μ 2.02-451-974. 201\$ 10 7.45	0.00			440.040.45
PO 49285 21 2-1 \$ 107.45		Total this	invoice	\$19,247.10
11202-451-974.0014				

Please include the project number and invoice number on your check. # 207 45-977.803 \$ 5,802.39 # 592-537-977-310 \$ 3,545.91

#203-451-974.201\$1,289.42

55



#### ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

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

October 28, 2025



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

Reference: Pay Application 7

Torrey Road Pump Station Generator

City of Grosse Pointe Woods AEW Project No. 0160-0473

Dear Mr. Schmidt:

Enclosed please find Application and Certification for Payment No. 7 for the above-referenced project. For work performed through October 24, 2025, we recommend issuing payment for the **CURRENT PAYMENT DUE** (see Page 1) in the amount of \$137,552.40 to Rauhorn Electric, Inc., 14140 33 Mile Road, Bruce Township, Michigan 48065.

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

Sincerely,

Ross T. Wilberding

Ross T. Wilberding, PE Project Manager PO 48157 #592-542-974.00

55

Cc: Frank Schulte, City Administrator
Jim Kowalski, Director of Public Services
Matt Crook, Assistant Director of Public Services
Jeanne Duffy, Grosse Pointe Woods
Susan Como, Assistant City Administrator
Chris Korte, Rauhorn Electric, Inc.
Paul Antolin, Grosse Pointe Woods

#### **AIA Type Document Application and Certification for Payment**

Page 1 of 2

TO (OWNER): City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, MI 48236

**PROJECT: Torrey Road Generator** 

**APPLICATION NO: 7 INVOICE NO: 30828** PERIOD TO: 10/24/2025

DISTRIBUTION TO: OWNER ARCHITECT

CONTRACTOR

FROM (CONTRACTOR): Rauhorn Electric Inc. 14140 33 Mile Road Bruce Twp, MI 48065

VIA (ARCHITECT): Anderson, Eckstein and Westrick,

51301 Schoenherr Road Shelby Township, MI 48315 ARCHITECT'S

PROJECT NO: 0160-0473

**CONTRACT FOR: 24-012** 

#### CONTRACT DATE: 2/15/2024

#### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM		.\$	2,047,390.00
2. Net Change by Change Orders		. \$	12,173.00
3. CONTRACT SUM TO DATE (Line 1 + 2)		. \$	2,059,563.00
4. TOTAL COMPLETED AND STORED TO DA	TE	. \$	1,867,812.11
5. RETAINAGE:			
a10.00 % of Completed Work	\$	186,781.21	
b0.00 % of Stored Material	\$	0.00	
Total retainage (Line 5a + 5b)		. \$	186,781.21
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		. \$	1,681,030.90
7. LESS PREVIOUS CERTIFICATES FOR PA		.\$	1,543,478.50
8. CURRENT PAYMENT DUE		.\$	137,552.40
9. BALANCE TO FINISH, INCLUDING RETAIL (Line 3 less Line 6)	NAGE \$	378,532.10	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	
Total changes approved in previous months by Owner	0.00	0.00	
Total approved this Month	12,173.00	0.00	
TOTALS	12,173.00	0.00	
NET CHANGES by Change Order	12,173.00		

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

By: Mic	14140 33 Mile Road Bruce Tv	M Date:	10/24/25
State of:	MI		
County o	f: Macomb	-1.0	
Subscrib	ed and Sworn to before me this	24 0	Day of OC+ 20 25
Notary P	ublic: ( arrossa +	Snetbod	0000
My Com	mission Expires: 3-3-2	037	
ARC			AYMENT
In Accord prising the knowledges in according	HITECT'S CERTIFICATION CAN BE ADOVE APPLICATION OF THE PROPERTY OF THE PROPERT	ATE FOR P ased on on-site ob iffies to owner that a progressed as inc	servations and the data com- to the best of the Architect's licated,the quality of the work
In Accord prising the knowledge is in accord AMOUN	HITECT'S CERTIFICATION  If ance with the Contract Documents, base above application, the Architect certige, information and belief the Work has produce with the Contract Documents,	ATE FOR P ased on on-site ob iffies to owner that a progressed as ind and the Contracto	servations and the data com- to the best of the Architect's licated,the quality of the work
In Accordance of the Accordanc	HITECT'S CERTIFICATION  dance with the Contract Documents, base above application, the Architect certage, information and belief the Work has ordance with the Contract Documents, it CERTIFIED.	ATE FOR P ased on on-site ob iffies to owner that is progressed as inc and the Contract \$  om the amount app	servations and the data com- to the best of the Architect's dicated, the quality of the work or is entitled to payment of the olied. Initial all figures on this

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

#### **AIA Type Document Application and Certification for Payment**

Page 2 of 2

TO (OWNER): City of Grosse Pointe Woods 20025 Mack Plaza

PROJECT: Torrey Road Generator

**APPLICATION NO: 7** 

DISTRIBUTION TO:

Grosse Pointe Woods, MI 48236

PERIOD TO: 10/24/2025

\_OWNER ARCHITECT CONTRACTOR

FROM (CONTRACTOR): Rauhorn Electric Inc.

14140 33 Mile Road Bruce Twp, MI 48065 VIA (ARCHITECT): Anderson, Eckstein and Westrick, Inc. ARCHITECT'S 51301 Schoenherr Road PROJECT NO:

Shelby Township, MI 48315

PROJECT NO: 0160-0473

**CONTRACT FOR: 24-012** 

CONTRACT DATE: 2/15/2024

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
10	SCADA Integration MCE Only	2,700.00	0.00	2,700.00	0.00	2,700.00	100.00	0.00	270.00
20	DTE Fees	200,000.00	8,249.11	0.00	0.00	8,249.11	4.12	191,750.89	824.91
30	Demolition	23,000.00	0.00	23,000.00	0.00	23,000.00	100.00	0.00	2,300.00
40	Civil/Site	88,230.00	88,230.00	0.00	0.00	88,230.00	100.00	0.00	8,823.00
50	Electrical	1,733,460.00	1,618,497.00	114,963.00	0.00	1,733,460.00	100.00	0,00	173,346.00
CO#1	Asbestos Abatement	4,673.00	0.00	4,673.00	0.00	4,673.00	100.00	0.00	467.30
CO#2	Backup Power for Cutover	7,500.00	0.00	7,500.00	0.00	7,500.00	100.00	0.00	750.00
	REPORT TOTALS	\$2,059,563.00	\$1,714,976.11	\$152,836.00	\$0.00	\$1,867,812.11	90.69	\$191,750.89	\$186,781.21



#### ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

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



October 27, 2025

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

Reference: Pay Estimate 03

2024 Pavement Joint and Crack Sealing Program

City of Grosse Pointe Woods AEW Project No. 0160-0476

Dear Mr. Schmidt:

Enclosed please find Construction Pay Estimate No. 03 for the above-referenced project. For work performed through September 28, we recommend issuing payment for the **Net Earnings this Period (see Page 1)** in the amount of \$19,694.24 to Scodeller Construction, Inc., 51722 Grand River Avenue, Wixom, MI 48393.

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

Sincerely,

# 202-451-975.300 \$ 6,499.10 # 203-451-975.300 \$ 13,195.14

Docusigned by:
Frank D. Varicallii
C4017CC8031F4D4...

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.



#### **Construction Pay Estimate Report**

Anderson, Eckstein and Westrick, Inc.

10/28/2025 8:02 AM

FieldManager 5.3c

#### Contract: .0160-0476, GPW-2024 Pavement Joint and Crack Sealing Program

Estimate Date	Estimate No.	Entered By	Estimate Type	Electronic File Created	All Contract Work Completed	Construction Started Date		
09/28/2025	3	Michelle Ankawi	Semi-Monthly	No				
	Prime Contractor Scodeller Construction, Inc.				Managing Office Anderson, Eckstein and Westrick, Inc.			
			Comments					
% Complete		nt: \$43,280.00						

#### **Item Usage Summary**

Item Description	Item Code	Prop. Line	Project	Category	Project Line No.			Quantity	Dollar Amount
_ Cleaning and Sealing Existing Cracks (As phalt Pavt)	6037001	0010	0160-0476	0000	0010	00	000	19,056.000	\$20,580.48

**Total Estimated Item Payment:** 

\$20,580.48

#### **Time Charges**

Site	Site Description	Site Method Days Charged	Liq. Damages
00	SITE NUMBERS SHOULD BE CODED 00	Completion Date	\$0
		Total Liquidated Damages:	\$0

#### **Pre-Voucher Summary**

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0476, GPW-2024 Pavement Joint and Crack Sealing Program	0003	\$20,580.48	\$0.00	\$20,580.48
			Voucher Total:	\$20,580.48

#### **Summary**

		Net Earnings this period:	\$19,694.24
		- Payments to date:	\$11,499.80
<b>Total Estimated Payment:</b>	\$19,694.24	Net Earnings to date:	\$31,194.04
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Retainage:	\$886.24	- Retainage to date:	\$2,164.00
Current Voucher Total:	\$20,580.48	Earnings to date:	\$33,358.04

Contract ID: .0160-0476



#### **Construction Pay Estimate Report**

10/28/2025 8:02 AM

FieldManager 5.3c

Anderson, Eckstein and Westrick, Inc.

Estimate Certification
------------------------

I certify the items includ as of the date of this do	ed on this report constitute my estimate of worl cument.	completed and due the contractor
	Frank D. Varicalli	10/28/2025
	Frank D. Varicalli, AEW, Inc.	(Date)



#### **Construction Pay Estimate Amount Balance Report**

Estimate: 3

10/28/2025 8:02 AM

FieldManager 5.3c

Anderson, Eckstein and Westrick, Inc.

#### Contract: .0160-0476, GPW-2024 Pavement Joint and Crack Sealing Program

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
Bonds, Insurance and Initial Set-Up Expe nse (Max \$3,900)	1027051	0005	0160-0476	0000	1.000		1.000	1.000	100%	3,900.00000	\$3,900.00
_ Cleaning and Sealing Existing Cracks (As phalt Pavt)	6037001	0010	0160-0476	0000	36,000.000	19,056.000	26,813.000	26,813.000	74%	1.08000	\$28,958.04
_ Traffic Control and Maintenance	8127051	0015	0160-0476	0000	1.000		1.000	1.000	100%	500.00000	\$500.00
Percentage of Contract Cor	npleted(c	urr): 7	7%				Total	Amount Paid	This Estimate	:	\$20,580.48
(total paid to date / total o	f all autho	rized w	ork)					Total Amoun	t Paid To Date		\$33,358.04



#### ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

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



October 27, 2025

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

Reference: Payment Invoice 01

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 01 for the above-referenced project. For work performed through October 26, we recommend issuing payment for the Current Payment Amount: (see Page 2) in the amount of \$16,871.08 to Scodeller Construction, Inc., 51722 Grand River Avenue, Wixom, MI 48393.

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

Sincerely,

PO 49192 # 202-451-975-300\$5,567.46 # 202-451-975-300 \$ 11,303.62

C4D17CC8031F4D4...

Frank D. Varicalli Infrastructure Rehab Group Lead

Frank Schulte, City Administrator CC: Jim Kowalski, Director of Public Service 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.



## Anderson, Eckstein & Westrick, Inc.

## **Detailed Payment**

0160-0494

Description

2025 Pavement Joint and Crack Sealing

**Payment Number** 

1

**Pay Period** 

07/16/2025 to 10/28/2025

**Prime Contractor** 

Scodeller Construction, Inc.

51722 Grand River Ave

Wixom, MI 48393-2303

**Payment Status** 

Pending

**Awarded Project Amount** 

\$41,667.00

**Authorized Amount** 

\$41,667.00

Remarks

% Completed: 45%

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
Section: 1 - De	scription									
0001	1027051	LSUM	\$3,900.000	1.000	1.000	0.000	1.000	1.000	\$3,900.00	\$3,900.00
_: Bonds, Insur	ance and Ini	tial Set-Ur	Expense (Ma	x \$3,900)						
0002	6037001	Ft	\$1.080	34,506.481	13,283.000	0.000	13,283.000	13,283.000	\$14,345.64	\$14,345.64
_: Cleaning and	l Sealing Ex	isting Crac	ks (Concrete a	nd Asphalt Pav	t)					
0003	8127051	LSUM	\$500.000	1.000	1.000	0.000	1.000	1.000	\$500.00	\$500.00
_: Traffic Conti	rol and Main	itenance								

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date		Current Payment Amount	Total Amount Paid To Date
								Section Totals:	\$18,745.64	\$18,745.64
								Total Payments:	\$18,745.64	\$18,745.64

### **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
						<b>Total Damages:</b>	\$0.00

### Summary

Current Approved Work:	\$18,745.64	Approved Work To Date:	\$18,745.64
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$1,874.56	Retainage To Date:	\$1,874.56
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:	\$16,871.08	Payments To Date:	\$16,871.08
Previous Payment:	\$0.00	Previous Payments To Date:	\$0.00

Detailed Payment:

0160-0494

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.

10/28/2025

Frank D. Varicalli

Detailed Payment:



#### ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

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



October 30, 2025

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

Reference: Payment Invoice 02

Wedgewood Road Resurfacing City of Grosse Pointe Woods AEW Project No. 0160-0496

Dear Mr. Schmidt:

Enclosed please find Construction Payment Invoice 02 for the project referenced above. For work performed through October 26, 2025, we recommend issuing payment for the *Current Payment Amount* (see Page 5) in the amount of \$250,333.61 to Al's Asphalt Paving Co., 2550 Brest Road, Taylor, MI 48180.

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

Sincerely,

CC:

Ross T. Wilberding

Ross T. Wilberding Project Manager FO 49284 #202-451-974.200\$18,775.02 #203-451-974.200\$18,775.02 #203-451-977.803\$160,213.51 #592-537-977.310\$52,570.06

Frank Schulte, City Administrator
Jim Kowalski, Director of Public Services
Jeanne Duffy, Grosse Pointe Woods
Susan Como, Assistant City Administrator
Scott Lockwood, AEW, Inc.
Paul Antolin, Grosse Pointe Woods
David Gardner, Al's Asphalt Paving Co.



## Anderson, Eckstein & Westrick, Inc.

## **Detailed Payment**

0160-0496

**Description** Wedgewood Road Resurfacing

Payment Number 2

Pay Period 09/29/2025 to 10/26/2025

**Prime Contractor** Al's Asphalt Paving Co.

25500 Brest Rd. Taylor, MI 48180

Payment Status Approved

Awarded Project Amount \$414,932.49

Authorized Amount \$414,932.49

Remarks % Complete 84.6%

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
Section: 1 - De	scription									
0001	1027051	LSUM	\$25,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$25,000.00
_: Mobilization	, Max \$25,0	00								·
0002	2040020	Ft	\$18.000	675.000	285.700	0.000	285.700	285.700	\$5,142.60	\$5,142.60
Curb and Gutte	r, Rem									
0003	2040055	Syd	\$26.250	120.000	120.400	0.000	120.400	120.400	\$3,160.50	\$3,160.50
Sidewalk, Rem										

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
0004	2047011	Syd	\$33.000	200.000	180.300	0.000	180,300	180.300	\$5,949.90	\$5,949.90
_: Driveway, Re	em									
0005	2080020	Ea	\$95.000	11.000	0.000	11,000	11.000	11.000	\$0.00	\$1,045.00
Erosion Contro	l, Inlet Prote	ction, Fabr	ric Drop							
0006	3060020	Ton	\$10.000	20.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Maintenance G	ravel									
0007	4030005	Ea	\$1,500.000	6.000	6.000	0.000	6.000	6.000	\$9,000.00	\$9,000.00
Dr Structure Co	over, Adj, Ca	ase 1								
8000	4037050	Ea	\$825.000	6.000	4.000	0.000	4.000	4.000	\$3,300.00	\$3,300.00
_: Catch Basin	Cover, Rest	ricted, GP\	W							
0009	5010001	LSUM	\$4,000.000	1.000	1.000	0.000	1.000	1.000	\$4,000.00	\$4,000.00
Pavt, Cleaning										
0010	5010005	Syd	\$4.000	2,018.000	0.000	2,265.090	2,265.090	2,265.090	\$0.00	\$9,060.36
HMA Surface,	Rem									
0011	5010020	Ft	\$15.000	1,000.000	772.000	0.000	772.000	772.000	\$11,580.00	\$11,580.00
Pavt Joint and	Crack Repr,	Det 7								
0012	5010025	Ton	\$250.000	40.000	10.160	0.000	10.160	10.160	\$2,540.00	\$2,540.00
Hand Patching										
0013	5012037	Ton	\$119.000	375.000	322.200	0.000	322.200	322.200	\$38,341.80	\$38,341.80
HMA, 5EML										
0014	5017001	Ft	\$6.500	7,000.000	0.000	4,495.000	4,495.000	4,495.000	\$0.00	\$29,217.50
				7,000.000	0.000	4,495.000	4,495.000	4,495.000	\$0.00	

\_: Pavt Joint and Crack Repr. Det 7, Special

Detailed Payment:

0160-0496

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
0015	5017031	Ton	\$190.000	180.000	-3.140	110.000	106,860	106.860	-\$596.60	\$20,303.40
_: Hand Patchir	g, Modified	L								
0016	6030030	Ea	\$11.000	550.000	517.000	0.000	517.000	517.000	\$5,687.00	\$5,687.00
Lane Tie, Epox	y Anchored									
0017	6030044	Syd	\$103.000	850.000	1,010.200	0.000	1,010.200	1,010.200	\$104,050.60	\$104,050.60
Pavt Repr, Non	reinf Conc,	8 inch								
0018	6030080	Syd	\$17.000	850.000	1,010.200	0.000	1,010.200	1,010.200	\$17,173.40	\$17,173.40
Pavt Repr, Rem	i e									
0019	8010005	Syd	\$90.000	204.000	183.200	0.000	183.200	183.200	\$16,488.00	\$16,488.00
Driveway, Non	reinf Conc,	6 inch								
0020	8027001	Ft	\$45.000	641.000	266.300	0.000	266.300	266.300	\$11,983.50	\$11,983.50
_: Curb and Gu	tter, Conc, I	Det F1, M	odified							
0021	8030010	Ft	\$36.750	60.000	40.000	0.000	40.000	40.000	\$1,470.00	\$1,470.00
Detectable War	ning Surfac	e								
0022	8030030	Ft	\$73.500	51.000	37.400	0.000	37.400	37.400	\$2,748.90	\$2,748.90
Curb Ramp Op	ening, Conc									
0023	8032001	Sft	\$11.550	433.000	551.630	0.000	551.630	551.630	\$6,371.33	\$6,371.33
Curb Ramp, Co	one, 4 inch									
0024	8037010	Sft	\$13.380	518.000	400.950	0.000	400.950	400.950	\$5,364.71	\$5,364.71
_: Curb Ramp,	Conc, 8 incl	h								
0025	8160055	Syd	\$8.500	500.000	206.600	0.000	206.600	206.600	\$1,756.10	\$1,756.10
Sodding										

Detailed Payment:

0160-0496

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
0026	8160061	Syd	\$7.000	500.000	206.600	0.000	206.600	206.600	\$1,446.20	\$1,446.20
Topsoil Surface.	, Furn, 3 inc	ch								
0027	8160090	Unit	\$90.000	20.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Water, Sodding/	Seeding									
0028	8507051	LSUM	\$950.000	1.000	1.000	0.000	1.000	1.000	\$950.00	\$950.00
_: Audio Visual	Record of	Construction	on Area							
0029	8507051	LSUM	\$800.000	1.000	1.000	0.000	1.000	1.000	\$800,00	\$800.00
_: Rubbish Pick	up									
0030	8507051	LSUM	\$7,000.000	1.000	0.500	0.500	1.000	1.000	\$3,500.00	\$7,000.00
_: Traffic Contr	ol and Mair	itenance								
								Section Totals:	\$262,207.94	\$350,930.80
								<b>Total Payments:</b>	\$262,207.94	\$350,930.80

## **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
Completion Date	11/30/2025	11/30/2025	N/A	\$0.00	N/A	35.0 Days	\$0.00
						<b>Total Damages:</b>	\$0.00

#### **Summary**

Current Approved Work:	\$262,207.94	Approved Work To Date:	\$350,930.80
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$11,874.33	Retainage To Date:	\$20,746.62
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:	\$250,333.61	Payments To Date:	\$330,184.18
Previous Payment:	\$79,850.57	Previous Payments To Date:	\$79,850.57

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.

Ross T. Wilberding

10/30/2025

Ross T. Wilberding



## ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

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

October 30, 2025



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

Reference: Payment Invoice 06

Lake Front Park Building Renovation

AEW Project No. 0160-0479

Dear Mr. Schmidt:

Enclosed please find the Construction Payment Invoice No. 06 for the above referenced project. For work performed through August 31, 2025, we recommend the City of Grosse Pointe Woods issue the Current Payment (see Page 1 of the attached) in the requested amount of \$55,468.55 to In-Line Construction, 22120 Ryan Road, Warren, Michigan 48091.

If you have any questions or need additional information, please contact our office. PO 48852 H 401-902-977.104 OR-GX

Sincerely,

Jason R. Arlow

**Executive Vice President** 

Director of Architecture

Enclosure: Application and Certification for Payment

Frank Schulte, City Administrator CC:

Jim Kowalski, Director of Public Services

Jeanne Duffy, Grosse Pointe Woods

Susan Como, Assistant City Administrator

Scott Lockwood, AEW, Inc.



Lizzy Davis, AEW Inc.
Ross Wilberding, AEW Inc.
Paul Antolin, Grosse Pointe Woods
Owen Gafa, Director of Parks and Recreation
Robert A. Chapman, In-Line Construction
Laura Ochenski, In-Line Construction

2025-10-30 Pay App 06 Letter.docx

## APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 Page 1 of 2 Pages

best of the Architect;s knowledge, information and belief the Work has progressed as

indicated, the quality of the Work is in accordance with the Contract Documents, and

the Contractor is entitled to payment of the AMOUNT CERTIFIED.

TO (OWNER): PROJECT: Distribution to: APPLICATION NO: 6 City of Grosse Pointe Woods GPW Lake Front Park Bldg Renovation OWNER 20025 Mack Plaza Drive PO# 25-48852 PERIOD TO: 9/30/25 ARCHITECT Grosse Pointe Woods, MI 48236 CONTRACTOR FROM (CONTRACTOR): VIA (ARCHITECT): **ARCHITECT'S** In-Line Construction, Inc. AEW, Inc. PROJECT NO: 0160-0479 Job#25-7163 CONTRACT FOR: CONTRACT DATE: Application is made for Payment, as shown below, in connection with the Contract. CONTRACTOR'S APPLICATION FOR PAYMENT Continuation Sheet, AIA Document G703, is attached. CHANGE ORDER SUMMARY Change Orders approved in 264,309.51 ADDITIONS DEDUCTIONS 1. ORIGINAL CONTRACT SUM previous months by Owner 12.064.48 2. Net change by Chango Orders Total 276,373,99 3. CONTRACT SUM TO DATE (Line 1+2) 276,373.99 Approved this Month 10,000,00 4. TOTAL COMPLETED & STORED TO DATE Number Date Approved 2,750,48 (Column G on G703) 001 5/21/2025 partial 261900 5. RETAINAGE 001 5/21/2025 balance 4.073 35 a. 10 % of Completed Work 26,927.70 002 5/1E/2025 partial 574 00 (Column D + E on G703) 002 6/16/2025 balance 764,00 b. % of Stored Material 003 8/7/2025 1 142 00 (Co'umn F on G703) 004 partial 1 109 00 004 partia! 2 158 28 004 1.640.25 partial 004 143 00 partial (1 498 00 004 005 (688,00) eldancq everner 12,750,48 TOTALS 12.064.48 Total Relainage (Line 5A + 5B or (886,00) Total in Column I of G703 Net change by Change Orders 26,927,70 6. TOTAL EARNED LESS RETAINAGE 249,446.29 The undersigned Contractor certifies that to the best of the Contractor's knowledge. 7. LESS PREVIOUS CERTIFICATES FOR information and belief the Work covered by this Application for Payment has been PAYMENT (une tition trox Cutterte) 193,977.74 completed in accordance with the Contract Documents, that all amounts have been 8. CURRENT PAYMENT DUE 55,468.55 paid by the Contractor for Work for which previous Certificates for Payment were 9. BALANCE TO FINISH, PLUS RETAINAGE 26,927.70 issued and payments received from the Owner, and the current payment shown herein (Line 3 less Line 6) is now due CONTRACTOR State of: County of: Macomb LALSA ! OCHENSKI Notary Public - State of Michigan Notary Public: County of Macomb My Commission Expires Sep 29, 2027 Acting in the Count of Machine My commission expires ARCHITECT'S CERTIFICATE FOR PAYMENT AMOUNT CERTIFIED in accordance with the Contract Documents, based on on-site observations and the data comprosing the above application, the Architect certifies to the Owner that to the

This Cartificate is not negotiable. The AMOUNT CERTIFIED is payable only to the

prejudice to any right of the Owner or Contractor under this Contract.

Contractor named herein, Issuance, payment and acceptance of payment are without

### APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G703 Page 2 of 2 Pages

#### Schedule of Values

Project Name: Grosse Pointe Woods - Lake Front Building Renovation

Project #: 25-7163

Application #:
Application Date:
Period to:

9/1/2025

Contractor: In-Line Construction, Inc.

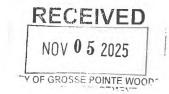
8/31/2025

		Ψ						· cilou io.		0,0.,=0											
4.80	THE RESERVE AND ADDRESS OF THE PARTY AND ADDRE	Scl	cheduled		WORK CO	MC	PLETED	Stored Matérials	489	Tolal	%	В	alance to	Rel	ainage*						
Item #	Description of Work		Value	A	Previous pplication	100	This Period	(not in D or E)	Stored to Date				the same and the			Stored to Date	Complete	980	Finish		10%
1	General Conditions	\$	1,336.00	\$	650.00	\$	686.00		\$	1,336.00	100%										
2	Site Demolition	\$	10.683.00	\$	10.683.00	\$			\$	10,683.00	100%			_	05.830,1						
3	Construction	\$	110,932,32	\$	103,192,95	\$	7.739.37		\$	110,932.32	100%	\$	0.00	\$1	1,093.23						
4	Painling	\$	8,500.00	\$	4,250.00	\$	4.250.00		\$	8,500.00	100%	\$	•	\$	850.00						
5	Site Work	\$	40.704.32	\$	37.430.77	\$	3,273.55		\$	40,704.32	100%		•	\$	4,070.43						
ó	Toilet Accessories	\$	1,654.00	\$	1,230.00	\$	424.00		3	1,654.00	100%	\$	•	\$	165.40						
7	Plumbing	\$	14.442.00	\$	14,442.00				\$	14,442.00	100%	\$	-	\$	1,444.20						
8	HVAC	\$	16,200,00	\$	15,286.20	\$	913.80		\$	16,200.00	100%	\$		\$	1,620.00						
9	Electrical	\$	22,740,00	\$	20,191.20	\$	2,548.80		\$	22,740.00	100%	\$	-	\$ :	2.274.00						
10	City of GPW contingency																				
COI	Permits	\$	2.619.00	\$	2,619.00				\$	2,619.00	100%	\$		\$	261.90						
COI	Overhangs and insulation	\$	4,078.35	\$	4,078.35	1			\$	4,078.35	100%	\$	· ·	\$	407.84						
CO2	Truss add'I charge	\$	574.00	\$	574.00	1			\$	574.00	100%	\$	-	\$	57.40						
CO2	Fire dampers	\$	784.00	\$	784.00				\$	784.00	100%	\$	-	\$	78.40						
CO3	Heater relocation	\$	1,142.00	\$	1,142.00				\$	1,142.00		\$	•	\$	114.20						
CO4	Add'i heoder/beam	\$	1,109.00	\$	1,109.00				\$	1,109.00		\$	•	\$	110.90						
CO4	Repl electrical disconnect pe	\$	2.158.88	\$	2,158.88				\$	2,158.88		\$	•	\$	215.89						
CO4	Geolabric geo gria	\$	1,640.25			\$	1.640.25		\$	1,640.25				\$	164.03						
CO4	Post bid electr adjustment	\$	143.00			\$	143.00		\$	143.00				\$	14.30						
CO4	Remove vinyl base from scop	\$	[1,498.00]		100	\$	(1,498.00)		\$	(1,498.00)				\$	(149.80)						
11	Bonding	\$	6,447.00	\$	6,447.00	\$			\$	6.447.00	100%										
12	Supervision	\$	3,407.87	\$	3,067.09	\$	340.78		\$	3,407.87	100%	\$		\$	340.79						
13																					
	Frofit and Overhead	\$	27,263.00	\$	24,536.70	\$	2,726.30		\$	27,263.00	100%	\$		\$	2,726.30						
									\$	*	100%	\$		\$							
	Retainage held in error					-			\$-		100%										
	Retainage error								\$												
COS	Remove portable toilet from	\$	(686.00)			\$			\$	(686.00)					4 11111						
Totals		\$	276,373.99	\$	253,872.14	\$	22,501.85	\$ .	\$	276,373.99	100%	\$	0.00	\$2	6,927.70						

DRI 9,716.00 Payment. 63,115.38 DR2 Payment DR3 59,181.95 Payment 49.881.72 12.082.69 DR4 Payment DR5 **Payment** \$193,977.74 Total pymts to date

Page 2





HEADQUARTERS 235 East Main Street Suite 105 Northville, Michigan 48167

O 248.596.0920 F 248.596.0930 MCKA.COM

October 21, 2025

Invoice No:

21849 - 114

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

Project

21849

**Grosse Pointe Woods Building Services** 

#### Professional Services from September 1, 2025 to September 30, 2025

Building Department Services - 85% of Revenue

**Contract Amount** 

Number of Permit Revenue 84,424.75 Fee Each .85 Total Fee 71,761:04

Total Fee \$71,761.04

Vehicle Credit (500.00)

Total (\$500.00)

General Zoning/Administration

General Zoning/Administration professional services.

Hours Amount

Vice President

4.00

Associate Planner

16.00

Total

0.00

**Invoice Total** 

\$71,261.04

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

101-371-818.000





HEADQUARTERS 235 East Main Street Suite 105 Northville, Michigan 48167

O 248.596.0920 F 248.596.0930 MCKA.COM

October 24, 2025

Invoice No:

22-064 - 47

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

Project

22-064

**Grosse Pointe Woods Planning Services** 

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

#### **Professional Hourly Services**

		Hours	Rate	Amount	
Vice President					
		4.00	135.00	540.00	
Held office	te hours on September 26, 2025.				
Associate Planner					
		.50	90.00	45.00	
	d Planning Commission meeting win noticing.	th City Manager	and		
		2.50	90.00	225.00	
Prepare f meeting.	or and attend September 23, 2025	Planning Commi	ssion		
		1.75	90.00	157.50	
Prepare f	or and attend September 8, 2025	ZBA meeting.			
	because and a second of the con-	.50	90.00	45.00	
Reviewed Brys Drive	d application and prepared noticing	g for Fence Excep	tion at 1684		
		9.25	90.00	832.50	
Responde	ed to Planning and Zoning question	ns.			
		2.00	90.00	180.00	
Draft revi	iew #2 for 19271 Mack Avenue.				
		1.00	90.00	90.00	
Draft vari	ance review for 1684 Brys Drive.				

2025 Review Services

SLU. #1- 20647 Mack (PlayaBowls)

	Hours	Rate	Amount	
sociate Planner				
	.50	90.00	45.00	
Total				\$45.00

19271 Mack - Churchill's; Site Plan #2

Project	22-064	Grosse Pointe Woods Planning Serv	vices	Invoice	47
		Hours	Rate	Amount	
Associa	ate Planner				
		2.25	90.00	202.50	
	Total				\$202.50
	20397 Ma	ck (Plat. Oil) - Sign Review #2			
		Hours	Rate	Amount	
Associa	ite Planner				
		.50	90.00	45.00	
	Total				\$45.00
	19299 Ma	ck Ave: Toothworks: Wall Sign			
		Hours	Rate	Amount	
Associa	ite Planner				
		.50	90.00	45.00	Arte Oliv
	Total				\$45.00
			Invoic	e Total	\$2,452.50

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

55 CO 101-371-814,000



HEADQUARTERS 235 East Main Street Suite 105 Northville, Michigan 48167

O 248.596.0920 F 248.596.0930 MCKA.COM

October 13, 2025

Invoice No:

25-030 - 5

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

Project

25-030

Grosse Pointe Woods MSHDA Zoning Ordinance Update

Professional Services from September 1, 2025 to September 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

**Contract Amount** 

Total Fee 50,000.00

Percent Complete 32.00 Total Earned 16,000.00

Previous Fee Billing 12,500.00

Total Fee \$3,500.00

Invoice Total \$3,500.00

**Outstanding Invoices** 

 Number
 Date
 Balance

 4
 9/9/2025
 3,875.00

 Total
 \$3,875.00

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

55 80

# ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.

## 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331 (248) 489-4100 Tax ID# 38-3107356

October 14, 2025



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

Invoice #

1084344

In Reference To: General Counsel

Professional Services Rendered Through September 30, 2025

				Hrs/Rate	Amount
	City C	ouncil			
9/15/2025	DAW	Attend City Council meeting	\$1	0.40 65.00/hr	66.00
	SUBT	OTAL:	[	0.40	66.00]
	Genera	al Administration			
9/2/2025 .	JES	Receipt/review correspondence from S. Como regarding executing AT&T METRO Act Permit Amendment	\$1	0.10 65.00/hr	16.50
1	DAW	Telephone conference (3) with City Administrator regarding 20160 Mack Ave.	\$1	0.50 65.00/hr	82.50
1	DAW	Correspondence to City Administrator regarding 20160 Mack Ave.	\$1	0.20 65.00/hr	33.00
1	DAW	Receipt/review correspondence from Planner to Planning Commission	\$1	0.10 65.00/hr	16.50

			Hrs/Rate	Amount
9/2/2025	DAW	Receipt/review of 2 correspondences from City Administrator and from Ferlito's attorney regarding process for requesting an extension of the Agreement Regarding Issuance	0.20 \$165.00/hr	33.00
	DAW	Telephone conference with City Administrator regarding 20160 Mack Ave.; Review Michigan Zoning Enabling Act, Michigan Planning Enabling Act, Zoning Ordinance and City Charter regarding denial of rezoning request; Correspondence to City Administrator and Planner	0.70 \$165.00/hr	115.50
	DAW	Receipt/review correspondence from J. Shortley and Assistant City Administrator regarding Metro Act Permit for AT&T	0.10 \$165.00/hr	16.50
9/3/2025	DAW	Receipt/review correspondence from Treasurer/Comptroller with WCA Assessing Contract for review; Review contract; Correspondence in response	0.40 \$165.00/hr	66.00
	DAW	Telephone conference with City Administrator regarding cross connection ordinance amendment; Receipt/review correspondence from City Administrator with ordinance amendments proposed by Hydro Corp; Format ordinance amendments	1.10 \$165.00/hr	181.50
	DAW	Receipt/review correspondence from Clerk with summary of Council action on August 18, 2025	0.10 \$165.00/hr	16.50
	DAW	Receipt/review correspondence from City Clerk regarding subpoena for records in Bridges v Cote lawsuit; Review subpoena; Correspondence in response	0.30 \$165.00/hr	49.50
	DAW	Receipt/review correspondence from Planner with letter from proposed rezoning applicant withdrawing the application; Correspondence in response to Planner; Receipt/review correspondence from City Clerk with correspondence to Council from a resident opposed to retail on the site; Receipt/review correspondence from City Administrator to City	0.40 \$165.00/hr	66.00

			Hrs/Rate	Amount
		Council with rezoning application withdrawal letter from applicant		
9/4/2025	JES	Receipt/review and respond to correspondence from S. Como regarding METRO Act Permit Amendment with AT&T will go to City Council for approval	0.10 \$165.00/hr	16.50
	DAW	Telephone conference with Planner regarding conditional rezoning requirements; Review MCL 125.3405	0.30 \$165.00/hr	49.50
	DAW	Receipt/review correspondence from Clerk regarding subpoena response in Bridges v Cote lawsuit	0.10 \$165.00/hr	16.50
	DAW	Receipt/review of 2 correspondences from Giffels (Planning Consultant) regarding zoning ordinance with recommendations and Clear Zoning handout and check lists	0.20 \$165.00/hr	33.00
	DAW	Receipt/review correspondence from Treasurer/Comptroller with two certificates of insurance for the proposed WCA contract renewal; Review certificates; Correspondence in response noting required changes	0.40 \$165.00/hr	66.00
	DAW	Receipt/review correspondence from Engineer with correspondence from paralegal regarding narrowing the scope of the document request for the subpoena related to 1719 Stanhope Street	0.20 \$165.00/hr	33.00
9/5/2025	DAW	Receipt/review correspondence from City Clerk with agendas and packets for the September 8th City Council and Zoning Board of Appeals meetings; Review Council agenda and packet; Unable to open link to Zoning Board of Appeals agenda and packet; Correspondence to Clerk	0.40 \$165.00/hr	66.00
	DAW	Receipt/review correspondence from City Clerk with Election Commission agenda and packet for September 8th Election Commission meeting; Review	0.20 \$165.00/hr	33.00

			Hrs/Rate	Amount
		agenda and packet		
9/5/2025	DAW	Telephone conference with City Administrator regarding September 8th agenda	0.10 \$165.00/hr	16.50
9/7/2025	DAW	Receipt/review correspondence from Treasurer/Comptroller with updated certificate of insurance for WCA Assessing contract	0.10 \$165.00/hr	16.50
9/8/2025	DAW	Receipt/review correspondence from Clerk with Zoning Board of Appeals agenda and packet; Review documents	0.30 \$165.00/hr	49.50
	DAW	Attend City Council and Election Commission meetings	1.20 \$165.00/hr	198.00
9/9/2025	DAW	Telephone conference with City Administrator regarding Public Hearing publication issue; Correspondence to City Clerk requesting a copy of the notice; Review and edit notice; Correspondence in response with revised notice	0.40 \$165.00/hr	66.00
	DAW	Telephone conference from Council member regarding rezoning issues	0.40 \$165.00/hr	66.00
	DAW	Receipt/review correspondence from City Administrator with draft letter for review; Review and correspondence in response	0.30 \$165.00/hr	49.50
	DAW	Receipt/review correspondence from Clerk with questions regarding enforceability of ordinance amendments; Research MCL 125.3401(6) and City Charter, Sec. 7.3	0.40 \$165.00/hr	66.00
	DAW	Receipt/review correspondence from City Clerk regarding no schedule change for the Planning Commission this month	0.10 \$165.00/hr	16.50
9/10/2025	DAW	Receipt/review of 2 correspondences from City Clerk with 2 draft Notices of Publication; Telephone conference with Clerk; Revise both Notices of	0.60 \$165.00/hr	99.00

		Hrs/Rate	Amount
	Publication and send to Clerk		
9/10/2025 DAW	Receipt/review correspondence from City Administrator with revised correspondence for review; Review and edit; Correspondence in response	1.20 \$165.00/hr	198.00
9/11/2025 DAW	Receipt/review correspondence from City Administrator regarding draft correspondence; Correspondence in response	0.10 \$165.00/hr	16.50
DAW	Receipt/review correspondence from Engineer with completed Pavement Joint and Crack Sealing contract	0.10 \$165.00/hr	16.50
DAW	Receipt/review correspondence from City Administrator regarding question about E-blast use; Correspondence in response	0.50 \$165.00/hr	82.50
DAW	Receipt/review correspondence from Clerk with summary of City Council and Zoning Board of Appeals meetings on 9/8/25	0.10 \$165.00/hr	16.50
DAW	Receipt/review correspondence from Clerk with multiple questions regarding Freedom of Information Act request for Report 25-4231; Review and research multiple issues; Correspondence in respose	1.10 \$165.00/hr	181.50
DAW	Receipt/review correspondence from Clerk regarding Freedom of Information Act request for video of deceased individuals; research applicable statues; Correspondence in response	0.80 \$165.00/hr	132.00
DAW	Receipt/review correspondence from Assistant City Administrator and from Planner regarding telephone conference from the State of Michigan	0.10 \$165.00/hr	16.50
DAW	Receipt/review of 2 correspondences from City Administrator with media statement	0.10 \$165.00/hr	16.50
DAW	Correspondence to Public Safety Director regarding draft animal care ordinance amendments	0.10 \$165.00/hr	16.50

		Hrs/Rate	Amount
9/12/2025 DAW	Receipt/review correspondence from Public Safety Director regarding animal ordinance amendments; Correspondence in response; Edit draft ordinance amendment; Correspondence to Public Safety Director with a clean copy and copy showing tracked changes	1.20 \$165.00/hr	198.00
9/15/2025 DAW	Receipt/review correspondence from Clerk with link to agenda and packet for the 9/15/25 City Council meeting; Review agenda and packet	0.30 \$165.00/hr	49.50
DAW	Receipt/review correspondence from City Administrator with letter from Receivables Control Corporation for Vortex USA; Correspondence to City Administrator regarding next steps	0.20 \$165.00/hr	33.00
DAW	Telephone conference from Directory of Public Safety to discuss final edits to the proposed Animal Care Ordinance amendment and K-9 Program status; Complete edits and send to Director of Public Safety	1.10 \$165.00/hr	181.50
DAW	Receipt/review of correspondence and shortened media release from City Administrator	0.20 \$165.00/hr	33.00
9/16/2025 DAW	Receipt/review of multiple correspondence from J. Kosanke and from D. Reed regarding animal care ordinance; Correspondence in response	0.20 \$165.00/hr	33.00
DAW	Telephone conference with City Administrator regarding agenda matter; Receipt/review multiple correspondence from City Administrator regarding agenda matter; Research 125.3801 (Michigan Planning Enabling Act); MCL 125.3101 (Michigan Zoning Enabling Act); Edit draft response regarding agenda matter	1.30 \$165.00/hr	214.50
DAW	Receipt/review correspondence from Director of Public Works regarding contract termination; Review contract; Correspondence in response with next steps	0.70 \$165.00/hr	115.50
DAW	Receipt/review correspondence from Director of Public Works regarding cancellation of a portion of a contract; Review Order Form and Statement of Work	1.20 \$165.00/hr	198.00

		Hrs/Rate	Amount
	provided; Correspondence in response with request for Master Agreement		
9/17/2025 JES	Receipt/review and respond to correspondence from S. Como providing letter to MPSC and AT&T Metro Act Amendment	0.10 \$165.00/hr	16.50
JES	Receipt/review correspondence from S. Como regarding error on AT&T Map listing "Shores" instead of "Woods"	0.10 \$165.00/hr	16.50
DAW	Receipt/review correspondence from Plante Moran regarding audit letter; correspondence to C. Rosati	0.10 \$165.00/hr	16.50
DAW	Receipt/review correspondence from City Administrator regarding Planning Commission agenda request	0.10 \$165.00/hr	16.50
DAW	Receipt/review correspondence from C. Rosati to Plante Moran with audit information	0.10 \$165.00/hr	16.50
DAW	Receipt/review correspondence from Clerk with Freedom of Information Act question regarding police report involving a juvenile who is now an adult; Research MCL 712A.28 and 712A.18e and Michigan appellate court opinions; Correspondence in response	0.80 \$165.00/hr	132.00
DAW	Receipt/review correspondence from Assistant City Administrator regarding home occupation complaint; Review reported activities and applicability of Ordinance 910 regarding home occupations; Correspondence in response	0.60 \$165.00/hr	99.00
DAW	Receipt/review correspondence from Clerk to Planner regarding Planning Commission agenda	0.10 \$165.00/hr	16.50
DAW	Telephone conference from City Administrator regarding zoning question	0.10 \$165.00/hr	16.50
9/18/2025 DAW	Receipt/review correspondence from Clerk with summary of Council action for the 9/15/25 meeting	0.10 \$165.00/hr	16.50

			Hrs/Rate	Amount
9/18/2025	DAW	Receipt/review correspondence from Clerk regarding Freedom of Information Act question concerning juvenile who is now an adult	0.10 \$165.00/hr	16.50
	DAW	Receipt/review correspondence from Ordinance Enforcement regarding sign on residential property with photo; Review sign ordinance for applicable provisions; Correspondence in response and to Attorney Tomlinson	0.50 \$165.00/hr	82.50
	DAW	Receipt/review correspondence from Public Safety Records with subpoena for records in a civil matter involving CSC; Review subpoena; Correspondence to H. Battersby for her opinion	0.30 \$165.00/hr	49.50
	DAW	Receipt/review correspondence from Planner with the Planning Commission agenda and packet for 9/23/25 Planning Commission meeting; Review agenda and packet	0.40 \$165.00/hr	66.00
	DAW	Receipt/review correspondence from City Administrator to a resident regarding MSHDA grant	0.10 \$165.00/hr	16.50
	DAW	Receipt/review correspondence from Attorney Tomlinson regarding sign ordinance issue	0.10 \$165.00/hr	16.50
9/22/2025	DAW	Receipt/review correspondence from Director of Public Safety with a proposed Memorandum of Understanding for participation in the Michigan State Police MDART Program; Review the Memorandum of Understanding; Correspondence in response with no issues concerning the Agreement; Receipt/review correspondence from Director of Public Safety	0.50 \$165.00/hr	82.50
	DAW	Receipt/review correspondence from City Clerk with Notice of Claim submitted by Ms. Melkonian, representing Lillian Swift, concerning alleged injury at 19587 Mack Ave.; Receipt/review correspondence from insurance agent Johnson; Correspondence in response requesting notification to claimant's attorney that Mack Ave. is Wayne County's jurisdiction	0.40 \$165.00/hr	66.00

			Hrs/Rate	Amount
9/23/2025	JES	Response to correspondence from S. Como regarding revising AT&T METRO Act permit amendment to correct. Heading on the route map after new map is provided by AT&T	0.20 \$165.00/hr	33.00
	JES	Receipt/review and respond to correspondence from AT&T providing revised METRO Act permit route map	0.10 \$165.00/hr	16.50
	DAW	Receipt/review correspondence from Ms. Reed regarding sign ordinance analysis and response provided	0.20 \$165.00/hr	33.00
	DAW	Receipt/review correspondence from Clerk regarding effective dates of certain ordinances; Research state law (MCL 125.3401) and City Charter, Sec. 7.3; Correspondence to City Clerk with explanation and answer	0.70 \$165.00/hr	115.50
	DAW	Receipt/review correspondence from Clerk regarding subpoena in civil case involving CSC-4th degree; Correspondence in response	0.30 \$165.00/hr	49.50
	DAW	Receipt/review correspondence from Clerk regarding Freedom of Information Act request CC 25-80; Review request; Correspondence in response	0.60 \$165.00/hr	99.00
	DAW	Attend Planning Commission meeting	0.70 \$165.00/hr	115.50
	DAW	Receipt/review correspondence from City Administrator regarding Freedom of Information Act CC 25-80; Correspondence in response	0.10 \$165.00/hr	16.50
	DAW	Receipt/review correspondence from Engineer with Wedgewood Drive Resurfacing contract documents for review and approval	0.50 \$165.00/hr	82.50
9/24/2025	JES	Correspondence to and from S. Como regarding AT&T METRO Act permit amendment with corrected map	0.20 \$165.00/hr	33.00

			Hrs/Rate	Amount
9/24/2025	DAW	Telephone conference (2) with Planning Commissioner	0.20 \$165.00/hr	33.00
	DAW	Receipt/review correspondence from Recreation Director with a Payment Processing Agreement with CSG Forte Payments, Inc. for review; Review contract (22 pages); Correspondence in response with comments	1.30 \$165.00/hr	214.50
	DAW	Receipt/review correspondence from insurance agent Johnson with insurance claim acknowledgement	0.10 \$165.00/hr	16.50
	DAW	Receipt/review correspondence from Engineer with completed contract for Wedgewood Resurfacing	0.10 \$165.00/hr	16.50
	DAW	Correspondence to Clerk regarding subpoena for records in a civil case involving CSC with correspondence from C. Young	0.40 \$165.00/hr	66.00
	DAW	Telephone conference from Assistant City Administrator regarding transportation issues	0.90 \$165.00/hr	148.50
9/25/2025	DAW	Receipt/review correspondence from insurance agent, from claims examiner and from Clerk regarding damage claim by Ms. Swift	0.20 \$165.00/hr	33.00
	DAW	Receipt/review correspondence from Assistant City Administrator with a consulting agreement for review; Review Agreement; Correspondence in response with a suggested edit: Receipt/review correspondence from Assistant City Administrator; Edit Agreement and send in response	0.90 \$165.00/hr	148.50
	DAW	Review of John Day v Dept. of Environment, Great Lakes and Energy, Michigan Court of Claims No. 358689 regarding Freedom of Information Act requests	0.40 \$165.00/hr	66.00
	DAW	Receipt/review correspondence from Ms. Cho, Sedgwick Insurance, with questions regarding claim by Ms. Swift; Correspondence to City Administrator	0.40 \$165.00/hr	66.00

		Hrs/Rate	Amount
	and Director of Public Works requesting information		
9/25/2025 DAW	Receipt/review correspondence from Records with link to compressed zip file for review via Government Transfer; Unable to access file; Correspondence in response; Correspondence to C. Young	0.30 \$165.00/hr	49.50
DAW	Receipt/review correspondence from Clerk regarding Freedom of Information Act fee waiver request; Research MCL 15.234; Correspondence to Clerk in response	0.50 \$165.00/hr	82.50
DAW	Receipt/review correspondence from Director of Public Works regarding injury claim at 19587 Mack Ave.; Correspondence in response	0.40 \$165.00/hr	66.00
DAW	Receipt/review correspondence from Clerk with a police report for review and questions concerning Freedom of Information Act exemptions for Freedom of Information Act request No. 25-201 for police incident 25-7007; Review documents and Freedom of Information Act exemptions; Correspondence in response	0.50 \$165.00/hr	82.50
9/26/2025 DAW	Telephone conference with Clerk regarding Freedom of Information Act fee waiver; Receipt/review correspondence from Clerk regarding Freedom of Information Act fee waiver; Correspondence in response	0.50 \$165.00/hr	82.50
DAW	Receipt/review correspondence from Planner regarding proposed new business which plans to buy used jewelry and coins; Review Zoning ordinance applicable provisions; Correspondence in response	1.10 \$165.00/hr	181.50
9/28/2025 DAW	Receipt/review correspondence from Engineer with contract documents for the 2025 Concrete Pavement Repair Program; Review documents; Approve for execution via docusign	0.50 \$165.00/hr	82.50

			Hrs/Rate	Amount
9/29/2025	DAW	Receipt/review correspondence from Clerk to Freedom of Information Act requestor regarding fee waiver request	0.10 \$165.00/hr	16.50
	DAW	Receipt/review correspondence from Clerk and records personnel with questions concerning a Freedom of Information Act request for an Adult Protective Services Complaint; Research state law and APS guidelines; Correspondence in response to Clerk	1.10 \$165.00/hr	181.50
	DAW	Receipt/review correspondence from Assistant City Administrator with proposed City Administrator Agreement for review; Review Agreement and previous two agreements; Correspondence in response with proposed edits	1.00 \$165.00/hr	165.00
	DAW	Receipt/review correspondence from Clerk with questions concerning redactions on a police report concerning a death; Correspondence in response to each question	0.60 \$165.00/hr	99.00
9/30/2025	DAW	Telephone conference with City Administrator regarding closed session on 10/6/25; Receipt/review correspondence from City Administrator and from Assistant City Administrator requesting a closed session	0.20 \$165.00/hr	33.00
	DAW	Receipt/review correspondence from Assistant City Administrator with revised City Administrator Agreement; Correspondence in response	0.20 \$165.00/hr	33.00
	DAW	Telephone conference with City Administrator regarding Freedom of Information Act request questions	0.10 \$165.00/hr	16.50
	DAW	Receipt/review correspondence from Records regarding redacting portions of a 911 call; Correspondence in response	0.40 \$165.00/hr	66.00
	DAW	Receipt/review correspondence from Clerk with draft Planning Commission minutes from the 9/23/25 meeting	0.20 \$165.00/hr	33.00

			_	Hrs/Rate	-	Amount
9/30/2025	DAW	Receipt/review correspondence from City Administrator regarding new collection letter concerning the Vortex Splash Pad with emails to and from City Administrator and Vortex; Correspondence in response to City Administrator		0.20 \$165.00/hr		33.00
	DAW	Receipt/review correspondence from Records personnel regarding CSC 4th case file that was subpoenaed; Brief review of extensive file which was also reviewed by C. Young		0.50 \$165.00/hr		82.50
	SUBT	OTAL:	[	42.10	-	6,946.50]
	For pro	ofessional services rendered		42.50	_	\$7,012.50
	Additio	onal charges:				
			_	Qty/Price		
	City C	ouncil				
9/8/2025	Attorn	ey Mileage - Council Meeting [D. Walling]		73 0.70		51.10
9/15/2025	Attorne	ey Mileage - Council Meeting [D. Walling]		73 0.70		51.10
	SUBT	OTAL:			[	102.20]
	Genera	d Administration				
9/23/2025	Attorne Wallin	ey Mileage - Planning Commission meeting [D. g]		73 0.70		51.10
	SUBTO	OTAL:			[	51.10]

Joellen Shortley, Associate

Number on your payment. Thank you.  Attorney Summary	Hours	Rate
Number on your payment. Thank you.		
		14,412.30
		14,412.50
ance	9	\$7,246.70
t of this bill		\$7,165.80
	_	\$153.30
	-	Amount
		ance S

41.60 0.90

165.00

FT 55

STATEMENT	Customer Name		PAGE 1
	CITY OF GROSSE POINTE	WOODS	,
Remit to:	Customer Account Number MDOT00183	表 医心理检查性 化高级	Statement Closing Date 10-05-25
State of Michigan Attn: Finance Cashier P.O. Box 30648 Lansing MI 48909	LUED	AR Dept/BPRO 591:ACT51	Due Date 11-04-25 Amount Enclosed
Bill to: CITY OF GROSSE POINTE WOODS GROSSE POINTE WOODS CITY TREASURER 20025 MACK AVENUE GROSSE POINTE WOODS MI 48236	NOV 0 5 2025		
Please check if address has changed. Write considerate address on back of stub and attach with payments.	orrect ent.	Payment Method: Check  Mone Please write Customer Account No. or DO NOT MAIL CASH	y Order 🗍 n front of Check or Money Order.
Please detach the above stub and return with your re	emittance payable to Dept. of Tra	nsportation	

### **Transportation**



## **ORIGINAL**

	Customer Account Number	Statement Closing Date
	MDOT00183	10-05-25
Customer Name	MARKET MESSAGE	IF YOU HAVE ANY QUESTIONS, PLEASE CALL
CITY OF GROSSE POINTE WOO	DOS	

#### **Current Period Charges**

	Date	Transaction ID	Charges
Payment - Thank you	09-17-25	CACR591250000008681	\$2,985.32
Payment - Thank you	09-17-25	CACR591250000008681	\$10,918.80
	09-30-25	CARE1591REIM25001967	\$55,951.90
	09-30-25	CARE1591REIM25001967	\$35,037.19
	10-01-25	CARE1591REIM26000053	\$21,547.00
	10-01-25	CARE1591REIM26000053	\$11,269.97
•	10-01-25	CARE1591REIM26000053	\$28,192.00

**Important Customer Information** 

7048933 #202-451-977.117 0K-D.K 55 MDOT

Michigan Department of Transportation

Statement Date: 10/07/2025

#### MDOT00183 - CITY OF GROSSE POINTE WOODS

Program:

218128CON

Federal Project:

24A0672

Description:

Vernier Rd

Phase: 01 Construction Contract

Funding Profile	Fed Pro Rata	Jrnl Description
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A00382

80 2024-5300 CITY OF GROSSE POINTE WOODS

**Current Budget** 

Cash Expenditures

Collected

**Balance Due** 

Federal Local

675,993.30 168,998.33 527,215.06 131,803.76 43,557.86

42,769.09

77,498.90

46,307.16

Phase: 03 Advertising

Funding Profile	Fed Pro Rata	Jrnl Description
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A00382

80 2024-5300 CITY OF GROSSE POINTE WOODS

	Current Budget	Cash Expenditures	Collected	Balance Due
Federal	160.00	0.00		
Local	40.00	0.00	0.00	0.00

Program:

219533CON

Federal Project:

24A0675

Description:

Sunningdale Dr

**Phase: 01 Construction Contract** 

Funding Profile	Fed Pro Rata	Jrnl Description
Tunding Trome	, ca i io itala	Still Bedeliption

A00177

Local

Local

81.85 2024-5300 CITY OF GROSSE POINTE WOODS

	Current Budget	Cash Expenditures	Collected	Balance Due
Federal	599,836,30	556,906,20		

123,492.33

**Funding Profile** Fed Pro Rata **Jrnl Description** 

2024-5300 CITY OF GROSSE POINTE WOODS A00178

272,034.07

**Current Budget** Cash Expenditures Collected **Balance Due** 44,503.00 0.00 28,192.00 Local 28,192.00

Phase: 03 Advertising

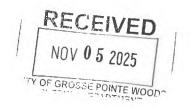
Funding Profile	Fed Pro Rata	Jrnl Description
A00177	81.85	

Federal

Cash Expenditures Collected **Balance Due Current Budget** 163.70 0.00 0.00 36.30 0.00 0.00

MDOT	
Michigan Department of Transportation	
Statement Date: 10/07/2025	

Vendor Code	Vendor Legal Name	Vendor Alias/DBA Name
MDOT00183	CITY OF GROSSE POINTE WOODS	
Instruction:	Instruction: Remit this listing of Balance Due I will be applied to all programs with a balance of	
Statement Date:	10/07/2025	
П	Pay in Full (default if neither box is checked)	
	Manual allocation specified by Program in Paid	d Amount below
Remittance Information	on:	
State of Michigan		
Attention: Finance Ca	ashier	
P.O. Box 30648		
Lansing, MI 48909		
Program		Balance Due
218128CON -		77,498.9





October 28, 2025

Invoice 102825

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

RE: November 2025 Services

For contract assessing services rendered:

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

TOTAL AMOUNT DUE ..... \$ 7,911.08

Respectfully submitted,

Lynette Hobyak

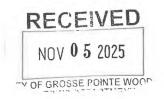
Business Manager

161-257-818,000 55

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

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

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



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

Fred A. York (1930-1989)

November 3, 2025

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

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

Dear Mr. Schulte:

Enclosed is our statement for legal services rendered for the month of October, 2025. If you have any questions regarding same, please do not hesitate to contact us. We remain,

Very truly yours,

YORK, DOLAN & TOMLINSON, P.C.

Timothy D. Tomlinson Timothy D. Tomlinson

## Enclosure

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

Steven Schmidt, Via Email (sschmidt@gpwmi.us) w/Enclosure

# York, Dolan & Tomlinson, P.C.

INVOICE

22600 Hall Road, Ste. 205 Clinton Township, MI 48036 Invoice # 340 Date: 11/03/2025 Due On: 12/03/2025

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

## 00003-City of Grosse Pointe Woods

## **Planning and Zoning**

Type	Date	Notes	Quantity	Rate	Total
Service	10/20/2025	TC w/ Schulte re: agenda request; Research; Rec and Rev (3) emails; Reply email	0.80	\$155.00	\$124.00
Service	10/22/2025	Aldrich and Pitts - Rec and Rev (4) emails; Research; Dictate corresp.; Email to administration; Email to Aldrich and Pitts	1.70	\$155.00	\$263.50
Service	10/22/2025	Rec and Rev (2) emails from Pitts	0.30	\$155.00	\$46.50
Service	10/27/2025	Rec and Rev email re: conditional rezoning postponement request	0.20	\$155.00	\$31.00

Subtotal \$465.00

## 00008-City of Grosse Pointe Woods

## **Prosecutions**

Туре	Date	Notes	Quantity	Rate	Total
Service	10/01/2025	Prepare and attend municipal prosecutions	2.00	\$155.00	\$310.00
Service	10/03/2025	P v Aslani - Rec and Rev email w/ Demand for Discovery; Email DPS	0.30	\$155.00	\$46.50
Service	10/07/2025	P v Thomas - Rec and Rev email from D;s attorney; Reply email	0.30	\$155.00	\$46.50
Service	10/10/2025	P v Leonard - Rec and Rev email w/ incident report and request for S/C; Reply email	0.60	\$155.00	\$93.00
Service	10/10/2025	Rec and Rev email from court	0.20	\$155.00	\$31.00
Service	10/10/2025	P v Thomas - Rec and Rev email w/ Emergency	0.40	\$155.00	\$62.00

		Motion for Adjournment			
Service	10/15/2025	Prepare and attend municipal prosecutions	2.40	\$155.00	\$372.00
Service	10/20/2025	P v Bogner - Rec and Rev emall w/ request for S/ C; Reply email	0.50	\$155.00	\$77.50
Service	10/22/2025	Rec and Rev (7) NOHs; Calendar; File	1.40	\$155.00	\$217.00
Service	10/22/2025	P v Juklen - Rec and Rev email w/ Demand for Discovery; Forward email to DPS	0.40	\$155.00	\$62.00
Service	10/22/2025	P v Bowden - Rec and Rev email w/ Demand for Discovery; Forward email to DPS	0.40	\$155.00	\$62.00
Service	10/27/2025	P v Clowney - Rec and Rev email from Atty Zainea; Text from Reed; Reply email	0.30	\$155.00	\$46.50
Service	10/29/2025	P v Aslani - Rec and Rev TC from victim; TC w/ court; Rec and Rev (2) incident reports; Email court	1.00	\$155.00	\$155.00
Service	10/31/2025	Rec and Rev email from court	0.20	\$155.00	\$31.00

Subtotal \$1,612.00

Total \$2,077.00

## **Detailed Statement of Account**

#### **Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
340	12/03/2025	\$2,077.00	\$0.00	\$2,077.00
			Outstanding Balance	\$2,077.00
			Total Amount Outstanding	\$2,077.00

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

Please pay within 30 days.

101-266-801,2009465.c



## COUNCIL CLIPPING 10-06-25

Motion by Motschall, seconded by McConaghy, regarding First Reading: An Ordinance Amendment to Chapter 6 – Animals; Article II – Dogs, Cats and Wild Animals; Division 1 – Generally, By Adding Section 6-41 – Care of Animals, that City Council approve this ordinance amendment and set a date of November 10, 2025 for a second reading and final adoption.

Motion carried by the following vote:

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

No: None Absent: None

CC: Asst. City Admin. Dir. Public Safety File



## CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY

Date:

October 1, 2025

To:

City Administrator Frank Schulte 7

**Assistant City Administrator Susan Como** 

From:

Subject:

John G. Kosanke, Director of Public Safety

Animal Ordinance Amendment – Care of Animals Sec. 6-41

An amendment to the City's existing Animal Ordinance is being presented to Council at the October 06, 2025 City Council Meeting.

The need for an amendment to the existing ordinance began as a request from a resident who expressed concern regarding the care of a local pet. After doing research, I then worked together with Code Enforcement/Animal Control Officer Debbie Reed and City Attorney Debra Walling on the new addition to the ordinance. The addition of Section 6-41 (Care of Animals) provides a more detailed and comprehensive ordinance.

#### ORDINANCE #

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF GROSSE POINTE WOODS, CHAPTER 6, ANIMALS; ARTICLE II. - DOGS, CATS AND WILD ANIMALS; DIVISION 1. – GENERALLY, BY ADDING SEC. 6-41 – CARE OF ANIMALS.

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

### Section 1. Ordinance Amendment.

Chapter 6, Animals; Article II. – Dogs, Cats and Wild Animals; Division 1.-Generally, is hereby amended to add Sec. 6-41 – Care of Animals, to read as follows (new wording shown in bold; deletions shown by strike-through):

ARTICLE II. – Dogs, Cats and Wild Animals; Division 1 – Generally

#### Sec. 6-41. – Care of animals.

(a) *Definitions*. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Adequate care means the provision of sufficient food, water, shelter, sanitary conditions, exercise, and veterinary medical attention in order to maintain an animal in a state of good health.

Neglect means to fail to sufficiently and properly care for an animal to the extent that the animal's health is jeopardized.

Sanitary conditions mean space free from health hazards including excessive animal waste, overcrowding of animals, or other conditions that endanger the animal's health.

Shelter means adequate protection from the elements and weather conditions suitable for the age, species and physical condition of the animal so as to maintain the animal in a state of good health. Shelter for a dog shall include one or more of the following:

- (1) The residence of the dog's owner or other individual.
- (2) A doghouse that is an enclosed structure with a roof of appropriate dimensions for the breed and size of the dog and large enough for a dog

to stand, turn around, and lie comfortably. The doghouse shall have dry bedding when the outdoor temperature is or is predicted to drop below 43 degrees Farenheitfreezing.

- (3) It shall be unlawful to house or leave a dog of any breed or size unattended outdoors between the hours of 11:00 p.m. and 7:00 a.m.
- (4) It shall be unlawful to house or leave a dog of any breed or size outdoors when the outdoor temperature is or is predicted to drop below 43 degrees or above 82 degrees.
- (5) Housing a dog <u>or cat</u> inside a garage or shed is providing inadequate shelter and further banned within the city.

State of good health means freedom from disease and illness and in a condition of proper body weight and temperature for the age and species of the animal, unless the animal is undergoing appropriate treatment.

Tethering means the restraint and confinement of a dog by use of a rope or similar device.

Water means potable water that is suitable for the age and species of the animal, made regularly available unless otherwise directed by a licensed veterinarian.

#### (b) Regulation.

- (1) Every owner shall provide their animal with adequate care.
- \_(2) It shall be unlawful to abandon an animal or cause an animal to be abandoned in any place. An animal that is lost by an owner or custodian shall not be regarded as abandoned under this section when the owner or custodian has made a reasonable effort to locate the animal.
- (3) It shall be unlawful to willfully or negligently allow any animal, including one who is aged, diseased, maimed, hopelessly sick, disabled, or nonambulatory, to suffer unnecessary neglect, torture, or pain.
- (4) It shall be unlawful to tether a dog on a chain at any time. In addition, it shall be unlawful to tether a dog unless:

- a. The tether is at least ten feet in length;
- b. The tether and collar, harness, or other type of collaring device when taken together, do not weigh more than one-eighth of the dog's body weight and do not, due to weight, inhibit the free movement of the dog;
- c. The manner of tethering prevents injury, strangulation, or entanglement on fences, trees, or other manmade or natural obstacles or objects;
- d. The collar, harness or any other type of collaring device being used is designed for that purpose and made from material that prevents injury to the dog.
- (5) It shall be unlawful to feed any animal unwholesome or unsuitable food or unclean water to drink or to place same in unclean or unsuitable containers which are likely to cause or produce disease in the animal.
- (6) It shall be unlawful to overdrive, overload, overwork, torture, torment, cruelly beat, mutilate, cruelly kill, or otherwise abuse an animal or to cause to participate in, or to instigate any such conduct. The cropping of dogs' ears and tails shall be considered mutilation or cruelty unless such cropping is performed by a registered veterinary surgeon while the dog is under an anesthetic.
- (7) It shall be unlawful to transport, carry, or cause to be carried any live animal:
  - a. Upon the hood, fender, running board, or other external part of any moving motor vehicle; or
  - b. Within the open bed of any moving motor vehicle.
- (8) It shall be unlawful to cause, instigate or permit any dogfight, cockfight, bullfight, or other combat between animals or between animals and humans.
- (9) No person shall willfully and maliciously expose any known poisonous substance, whether mixed with food or not, so that same is liable to be eaten by an animal, except that it shall not be unlawful to expose on one's own premises common rat poisons mixed only with vegetable substances.

- (10) No person shall give away any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter, any contest, game, or other competition; or as an inducement to enter a place of amusement, or offer such animal as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.
- (11) Any person who, as the operator of a motor vehicle, strikes a domesticated animal shall stop at once and render such assistance as may be possible and shall immediately report such injury or death to the animal's owner; in the event the owner cannot be ascertained and located, such operator shall at once report the accident to the Grosse Pointe Woods Public Safety Department.appropriate law enforcement agency or to the local humane society.
- (12) The owner of every animal shall be responsible for the removal of any excreta deposited by his or her animal on all public walks, recreation areas, or private property. Any excreta deposited by the animal on the owner's property shall be buried upon his or her premises or confined, covered and cared for in a timely manner to prevent it from being scattered off the premises and to prevent any malodorous or offensive condition to exist.
- (13) All animals impounded by the animal control officer are subject to boarding and microchipping fees, upon their release, which shall be paid by their owner.

Secs. 6-41 6-42—6-68. - Reserved.

## .Section 2 of Ordinance. Repealer.

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

## Section 3 of Ordinance. Severability.

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

## Section 4 of Ordinance. Savings.

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

## Section 5 of Ordinance. Effective Date.

This ordinance shall be effective upon publication as required by law.

## **CERTIFICATION OF CLERK**

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted
by the City Council of the City of Grosse Pointe Woods, County of Wayne, State of
Michigan, at a regular meeting of the City Council duly called and held on day
of, 2025.
Paul Antolin, City Clerk
First Reading:
Second Reading:
Published in GPN:
Adopted:
Effective:
Date Posted:

#### ORDINANCE #

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF GROSSE POINTE WOODS, CHAPTER 6, ANIMALS; ARTICLE II. - DOGS, CATS AND WILD ANIMALS; DIVISION 1. – GENERALLY, BY ADDING SEC. 6-41 – CARE OF ANIMALS.

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#### Sec. 6-41. – Care of animals.

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### CERTIFICATION OF CLERK

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01, 2023.		
	Paul Antolin, City Clerk	
First Reading:		
Second Reading:		
Published in GPN:		
Adopted:		
Effective:		
Date Posted:		

of