



CITY OF GROSSE POINTE WOODS

RESCHEDULED CITY COUNCIL MEETING

AGENDA

Monday, January 09, 2023 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: January 5, 2023

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. RECOGNITION OF COMMISSION MEMBERS

5. CONSENT AGENDA

A. Appointment

1. Re-Appointments to Historical Commission

a. Memo 01/05/23 - Administrative Clerk

B. Approval of Minutes

1. Council 12/19/22

2. Planning Commission 09/27/22, 11/22/22

C. Bids/Proposals/Contracts

1. Lake Front Park - Rectangle Baby Pool Main drains

a. Memo 12/20/22 - Director of Public Services

b. Estimate #14391 12/19/22 - Aquatic Source

2. Municipal Court Office Renovation

a. Memo 12/22/22 - Municipal Court Clerk

b. Email 12/22/22 - Debbie Tibaud (Creative Office Interiors, Inc.)

c. Sales Contract No. 6987 with photos/diagrams

D. Resolutions

1. Wayne County Annual Permit Community Resolutions

a. Memo 12/20/22 - Director of Public Services

b. Letter 11/30/22 - Wayne County Executive

c. Maintenance Permit No. A-23054/Scope of Work/Indemnity and Insurance/Conditions and Limitations/Resolution

d. Letter 12/08/22 - Wayne County Executive

e. Pavement Restoration Permit No. A-23109/Indemnity and Insurance/Conditions and

cc: Council - 7
City Administrator
City Attorney

Treasurer/Comptroller
City Clerk
Email Group/Media

Post - 4

Limitations/Resolution

- f. Letter 12/06/22 - Wayne County Executive
- g. Special Events Permit No. A-23142/Road Closure-Detour Guidelines/Banner Attachment Guidelines/Conditions and Limitations/Resolution

E. Claims and Accounts

- 1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers
 - a. 2022-2023 GIS Maintenance - Invoice No. 0140990 - Proj. No. 0160-0458-0 - 11/30/22 - \$2,447.88.
 - b. Allard Rd. Recon. Chester/Harper (WCL) - Invoice No. 0140993 - Proj. No. 0160-0433-0 - 12/01/22 - \$3,647.22.
 - c. 2022 Misc. Concrete Repair Program - Invoice No. 0140994 - Proj. No. 0160-0450-0 - 12/01/22 - \$7,346.68.
 - d. 2022 Sewer CCTV Investigation - Invoice No. 0140995 - Proj. No. 0160-0453-0 - 12/01/22 - \$2,758.35.
 - e. 2022 Sewer Rehab by Full Length CIPP LIN - Invoice No. 0140996 - Proj. No. 0160-0454-0 - 12/01/22 - \$555.32.
 - f. 2022-2023 General Engineering - Invoice No. 0140997 - Proj. No. 0160-0459-0 - 12/01/22 - \$1,000.80.
 - g. Sewer Rehabilitation - Open Cut - Invoice No. 0141378 - Proj. No. 0160-0430-0 - 12/09/22 - \$617.84.
 - h. 2021 Misc. Concrete Repair - Invoice No. 0141379 - Proj. No. 0160-0435-0 - 12/09/22 - \$308.40.
 - i. Sewer System Evaluation - AEW Proj. No. 0160-0449 - Hesco Proj. No. 20221970BS - Invoice No. 2213986 - 11/02/22 - \$68,050.00.
- 2. McKenna - Building/Planning Services
 - a. Invoice No. 21849-66 - Building Services November 2022 - 12/09/22 - \$53,911.90.
 - b. Invoice No. 22-064-3 - Planning Services November 2022 - 12/19/22 - \$2,576.25.
- 3. WCA Assessing - Assessing Services - Invoice No. 12152022 - January 2023 - 12/15/22 - \$6,833.50.
- 4. York, Dolan & Tomlinson, P.C. - Legal Services - Invoice No. 56 - 01/04/23 - \$3,177.50.

6. ACCEPTANCE OF AGENDA

7. ORDINANCES

- A. Second Reading: Ordinance Amendment to Sections 2-674 & 2-677 of the Purchasing Ordinance
 - 1. City Council Minutes Excerpt 12/19/22
 - 2. Affidavit of Publication 12/22/22
 - 3. Memo 12/14/22 - City Administrator
 - 4. Proposed Amended Ordinance (with proposed changes)
 - 5. Proposed Ordinance (Clean)
- B. Second Reading: Rezoning - 20100 Mack Ave. - Justin Buccellato
 - 1. City Council Minutes Excerpt 12/19/22
 - 2. Affidavit of Publication 12/22/22

3. Planning commission Excerpt 12/13/22
4. Planning Commission Resolution Recommending Approval of Conditional Rezoning
5. Letter 11/07/22 - McKenna
6. Rezoning Application - Justin Buccellato
7. Land Title Survey - 20100 Mack Ave.
8. Memo 12/13/22 - Interim Building Official
9. Memo 12/07/22 - Director of Public Services
10. Memo 12/07/22 - Director of Public Safety
11. Affidavit of Property Owners Notified
12. Affidavit of Publication 11/29/22

8. NEW BUSINESS/PUBLIC COMMENT

9. ADJOURNMENT

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

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

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

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

COUNCIL ADMINISTRATIVE MEMO
January 5, 2023

OFFICE OF THE CITY ADMINISTRATOR

Subject: Recommendations for the Rescheduled Council Meeting of January 9, 2023

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

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

A. Appointment

- 1. Re-Appointments to Historical Commission
 - a. Memo 01/05/23 - Administrative Clerk

B. Approval of Minutes

- 1. Council 12/19/22
- 2. Planning Commission 09/27/22, 11/22/22

C. Bids/Proposals/Contracts

- 1. Lake Front Park - Rectangle Baby Pool Main drains
 - a. Memo 12/20/22 - Director of Public Services
 - b. Estimate #14391 12/19/22 - Aquatic Source
- 2. Municipal Court Office Renovation
 - a. Memo 12/22/22 - Municipal Court Clerk
 - b. Email 12/22/22 - Debbie Tibaudo (Creative Office Interiors, Inc.)
 - c. Sales Contract No. 6987 with photos/diagrams

D. Resolutions

- 1. Wayne County Annual Permit Community Resolutions
 - a. Memo 12/20/22 - Director of Public Services
 - b. Letter 11/30/22 - Wayne County Executive

- c. Maintenance Permit No. A-23054/Scope of Work/Indemnity and Insurance/Conditions and Limitations/Resolution
- d. Letter 12/08/22 - Wayne County Executive
- e. Pavement Restoration Permit No. A-23109/Indemnity and Insurance/Conditions and Limitations/Resolution
- f. Letter 12/06/22 - Wayne County Executive
- g. Special Events Permit No. A-23142/Road Closure-Detour Guidelines/Banner Attachment Guidelines/Conditions and Limitations/Resolution

Prerogative of the City Council concur with the recommendation of the Director of Public Services and adopt the Annual Wayne County Permit Resolutions for Maintenance, Pavement Restoration, and Special Events, name James Kowalski, Director of Public Services, as the Community’s authorized representative to sign the permits, and authorize the City Clerk to certify and forward documents to Wayne County.

E. Claims and Accounts

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers
 - a. 2022-2023 GIS Maintenance - Invoice No. 0140990 - Proj. No. 0160-0458-0 - 11/30/22 - \$2,447.88.
 - b. Allard Rd. Recon. Chester/Harper (WCL) - Invoice No. 0140993 - Proj. No. 0160-0433-0 - 12/01/22 - \$3,647.22.
 - c. 2022 Misc. Concrete Repair Program - Invoice No. 0140994 - Proj. No. 0160-0450-0 - 12/01/22 - \$7,346.68.
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 - e. 2022 Sewer Rehab by Full Length CIPP LIN - Invoice No. 0140996 - Proj. No. 0160-0454-0 - 12/01/22 - \$555.32.
 - f. 2022-2023 General Engineering - Invoice No. 0140997 - Proj. No. 0160-0459-0 - 12/01/22 - \$1,000.80.
 - g. Sewer Rehabilitation - Open Cut - Invoice No. 0141378 - Proj. No. 0160-0430-0 - 12/09/22 - \$617.84.
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 - i. Sewer System Evaluation - AEW Proj. No. 0160-0449 - Hesco Proj. No. 20221970BS - Invoice No. 2213986 - 11/02/22 - \$68,050.00.
2. McKenna - Building/Planning Services
 - a. Invoice No. 21849-66 - Building Services November 2022 - 12/09/22 - \$53,911.90.
 - b. Invoice No. 22-064-3 - Planning Services November 2022 - 12/19/22 - \$2,576.25.
3. WCA Assessing - Assessing Services - Invoice No. 12152022 - January 2023 - 12/15/22 - \$6,833.50.
4. York, Dolan & Tomlinson, P.C. - Legal Services - Invoice No. 56 - 01/04/23 - \$3,177.50.

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

- Item 7 ORDINANCES

- Item 7A SECOND READING: ORDINANCE AMENDMENT TO SECTIONS 2-674 AND 2-677 OF THE PURCHASING ORDINANCE Prerogative of the City Council to approve this ordinance amendment as presented and make it effective 20 days after its enactment.

- Item 7B SECOND READING: REZONING REQUEST FROM P-1 TO RO-1 – 20100 MACK AVENUE – JUSTIN BUCCELLATO Prerogative of the City Council to approve this proposed zoning ordinance amendment as presented and make it effective 20 days after its enactment.

- Item 8 NEW BUSINESS/PUBLIC COMMENT Prerogative of the Mayor to ask if there is any New Business to come before the City Council from the City Council or Administration; and then, to ask members of the audience if there is any Public Comment to come before the City Council.

- Item 9 ADJOURNMENT Upon the conclusion of New Business/Public Comment with no further business to be conducted by the City Council, prerogative of the City Council to motion for adjournment of tonight’s meeting.

Respectfully submitted,



Frank Schulte
City Administrator

MEMO

TO: Paul Antolin
FROM: Elise Coyle
RE: Historical Commission Re-Appointments
DATE: 01/05/23
 Mayoral – shaded

Commissions – Citizen Re-Appointments

Appointed by	Authority	Commission	Name	Address	Term Expiration
Mayor	Council Resolution 8-20-79, By Laws, Sec. 2-494; 3-yr. staggered term, 11 members	Historical Commission	Suzanne D. Kent	1992 Fleetwood Drive, GPW	12/31/25
			Lynne Millies	1749 Prestwick, GPW	12/31/25
			Rebecca Veitengruber	1504 Edmunton Drive, GPW	12/31/25

COUNCIL
12-19-22 – 115

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE
POINTE WOODS HELD ON MONDAY, DECEMBER 19, 2022, 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 7:17 p.m. by Mayor Bryant.

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

Also Present: City Administrator Schulte
Treasurer/Comptroller Murphy
City Attorney Walling
City Clerk Antolin
Assistant City Administrator Como
Director of Public Safety Kosanke
Director of Public Services Kowalski
Building Department Representative Smith (McKenna)

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

The following Commission members were in attendance:

- Catherine Dumke, Senior Citizens’ Commission
- John Vitale, Planning Commission
- Laura Gaskin, Tree Commission

Motion by Granger, seconded by Gafa, that all items on the Consent Agenda be approved as presented, except item D2, which was removed from the Consent Agenda and placed on the regular agenda.

A. Appointment/Re-Appointments

1. Tree Commission (Mayoral)
 - a. Gary Lechner - Term to expire 12/31/24
 - 1) Biographical Sketch

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b. See Approval of Minutes of Tree Commission 11/02/22 for recommendation

- 2. Citizen/Council Re-Appointments to Commissions and Boards
 - a. Memo 1216/22 – Administrative Clerk

B. Approval of Minutes

- 1. Council 12/05/22
- 2. Citizens’ Recreation Commission 07/12/22, 10/11/22 w/ recommendation
- 3. Tree Commission 11/02/22 w/ recommendation

C. Financial Reports

- 1. FY 2022 Audit Report - Plante Moran
 - a. Annual Comprehensive Financial Report Fiscal Year Ended June 30, 2022*
 - b. Financial Report Fiscal Year Ended June 30, 2022 - Municipal Court*

*Please refer to the 12/19/22 Committee-of-the-Whole agenda items 4A1 & 4A2.

- 2. Monthly Report
 - a. November 2022*

*Referred to the Finance Committee.

D. Bids/Proposals/Contracts

- 1. Contribution to Retiree Healthcare Trust Fund
 - a. Memo 12/05/22 - Treasurer/Comptroller
- 2. Chene/Trombley Park Improvement Project – Playground Equipment Purchase (This Item removed from Consent Agenda and placed on Regular Agenda)
 - a. Memo 12/16/22 – Director of Public Services
 - b. Proposal 12/14/22 – Pro-Techs Surfacing, LLC
 - c. Playground Equipment – Site Plan/Layout

E. Other City Business

- 1. Request for Permit: 5K Charity Run - Shoes that Fit Liggett Campaign*
 - a. Application - Kirsten Hibbs
 - b. Map of Route
 - c. Certificate of Liability Insurance
 - d. Email 11/09/22 - Kirsten Hibbs

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*First Time request for this event (requires Council Approval)

F. Claims and Accounts

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers -
 - a. Allard Rd. Construction (Harper/Chester) - Proj. No. 0160-0433 - Pay Estimate #8 - Florence Cement Company - 12/02/22 - \$48,801.00.
 - b. 2021 Water Main Replacement Program (Hollywood/Severn/Christine Ct.) - Proj. No. 0160-0426 - Pay Estimate #9 - Fontana Construction, Inc. - 12/02/22 - \$5,317.60.
 - c. 2022 Miscellaneous Concrete Pavement Repair Program - Proj. No. 0160-0450 - Pay Estimate #2 - Mattioli Cement Co. LLC - 12/02/22 - \$16,109.80.
2. Hallahan & Associates, P.C. - Legal Services - Invoice No. 20066 - 12/01/22 - \$237.25.
3. Jacobs and Diemer, P.C. - Legal Services - Claim No. JPJPC-20222Q - USSIC v GPW - 12/06/22 - \$14,525.75.
4. Keller Thoma - Legal Services - Invoice No. 123168 - 12/01/22 - \$218.75.
5. Plante & Moran, PLLC - Professional Services - Invoice No. 2221572 - 11/30/22 - \$7,650.00.
6. Rosati, Schultz, Joppich & Amtsbuechler, P.C. - Legal Services - Invoice No. 1078611 - November 2022 - 12/07/22 - \$3,151.78.
7. York, Dolan & Tomlinson, P.C. - Legal Services - Invoice No. 46 - 11/30/22 - \$3,131.00.

Motion carried by the following vote:

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

The Director of Public Safety presented and recognized Officer Neal Kapoor and Officer Duncan Gill regarding their involvement in the Special Response Team and two critical incidents in Harper Woods.

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12-19-22 – 118

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 item D2, which was removed from the Consent Agenda.

Motion carried by the following vote:

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

Discussion ensued regarding the Chene/Trombley Park Improvement Project – Playground Equipment Purchase (Item D2 - taken from the consent agenda). The City Administrator provided an overview of the progress of the project and addressed questions from Council concerning the scope of the budget in relation to the expenses of the new playground equipment and the monies received by donors. After meeting with the donors and the Grosse Pointe Woods Foundation, the City Administrator stated that the project was still within the budget and was comfortable moving forward.

Motion by Brown, seconded by Gafa, regarding Chene/Trombley Park Improvement Project – Playground Equipment Purchase, that the City Council concur with the recommendation of the Director of Public Services and approve the purchase of the playground equipment from Pro-Tech surfacing, LLC in the amount of \$101,978.83 taken from Account No. 401-902-977.104, Municipal Improvements – Parks and Recreation.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Granger, regarding **First Reading: Ordinance Amendment to Sections 2-674 and 2-677 of the Purchasing Ordinance**, that the City Council amend this ordinance, set a date of January 9, 2023, for a second reading and final adoption, and to authorize the City Clerk to publish same by title in the Grosse Pointe News.

Motion carried by the following vote:

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

COUNCIL
12-19-22 – 119

Motion by Gafa, seconded by McConaghy, regarding **First Reading: Rezoning Request 20100 Mack Avenue – Justin Buccellato**, that the City Council concur with the recommendation of the Planning Commission at their meeting held on December 13, 2022, and approve the rezoning request from a P-1 to RO-1 at 20100 Mack Avenue, set a date of January 9, 2023, for a second reading and final adoption, and to authorize the City Clerk to publish same by title in the Grosse Pointe News.

Ms. Smith of McKenna answered questions from Council regarding clarification of zoning P-1 and RO-1.

Motion carried by the following vote:

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

Under New Business/Public Comment the following individual was heard:

- Mayor/Council commented on the passing of former City Attorney Don Berschback
- Laura Gaskin commented on possibly placing a vending machine at City Hall. This topic was referred to the City Administrator.

Motion by Granger, seconded by Gafa, that the City Council recess the Regular City Council Meeting at 7:55 p.m. and convene in Closed Session, pursuant to MCL 15.243 (g) information or records subject to the attorney-client privilege.

Motion carried by the following roll call vote:

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

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12-19-22 – 120

City Council reconvened in regular session at 8:12 p.m.

Discussion ensued regarding a letter Councilmember Vaughn drafted about the recent vandalism of a home in the city that he would like to send to the editor of the Grosse Pointe News. Although the Mayor and the rest of Council were in agreeance with the letter, there were concerns whether to send it as a governing body or individually.

Motion by Granger, seconded by McConaghy, to adjourn tonight’s meeting at 8:19 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin
City Clerk

Arthur W. Bryant
Mayor

Commission Approved 11.22.22

PLANNING COMMISSION
09-27-22 - 21

MINUTES OF THE REGULAR PLANNING COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON SEPTEMBER 27, 2022, IN THE COUNCIL-COURT ROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 2025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:02 p.m. by Chair

Fuller. Roll Call: Chair Fuller
Planning Commissioners: Bailey, Fenton, Gilezan, McNelis, O’Keefe,
Vitale Absent: Gerhart, Hamborsky
Also Present: Building Official, Bruce Eck

MOTION by Gilezan, seconded by Bailey, that absent commissioners be excused from tonight’s meeting.

Motion carried by the following vote:

YES: Bailey, Fenton, Fuller, Gilezan, McNelis, O’Keefe,
Vitale NO: None
Absent: Gerhart, Hamborsky

The Planning Commission, Staff, and the Public Pledged Allegiance to the Flag.

MOTION by Gilezan, seconded by Bailey that tonight’s agenda be received and placed on file.

Motion carried by the following vote:

YES: Bailey, Fenton, Fuller, Gilezan, McNelis, O’Keefe,
Vitale NO: None
Absent: Gerhart, Hamborsky

Chair Fuller recognized Council Representative Tom Vaughn, Mayor Bryant, and City Administrator Frank Schulte who attended tonight’s meeting.

MOTION by Fenton, seconded by McNelis, that the June 28, 2022 Planning Commission Meeting Minutes be approved as submitted.

Motion carried by the following vote:

YES: Bailey, Fenton, Fuller, Gilezan, McNelis, O’Keefe,
Vitale NO: None
Absent: Gerhart, Hamborsky

The next item on the agenda was the **McKenna Team Introduction**. City Manager Schulte introduced the firm of McKenna as the firm that was selected to provide building and zoning services replacing the former Building Official that had served the City for over 20 years. He explained that the McKenna team has hit the ground running in the building department and expects the same for their planning and zoning services.

John Jackson gave a brief overview of the team and have the Planning Commission a handout

PLANNING COMMISSION
09-27-22 - 22

(attached) with a summary of the services McKenna would be providing and the members of the McKenna team.

Commissioner O’Keefe requested the contact information for the members of the team in case there were issues that needed to be discussed/reported.

Council Representative Vaughn asked how McKenna handles administrative review of sign applications.

Mr. Jackson acknowledged that the City was making changes to their sign ordinance and that the team would follow the new ordinance with the understanding the City is looking to streamline the review process.

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

Mr. Jackson stated that a BS&A report of the activity since McKenna started is available (attached) and that at future meetings, McKenna would provide additional insight on the projects coming through the Building Department.

The next item on the agenda was the **Council Reports**.

- Commissioner O’Keefe reported on the July 11 & 18, 2022 City Council meetings.
- Commissioner Bailey reported on the August 8 & 15, 2022 City Council meetings.
- Commissioner Fenton reported on the September 12 & 19, 2022 City Council meetings.

The next item on the agenda was the **Council Representatives for October and November City Council meetings**. Commissioner Gilezan to attend October 3 & 17, 2022, Commissioner Hamborsky to attend November 14 & 21, 2022.

Under **New Business**, the following items were discussed:

- 2020 Plan: nothing to report
- Crosswalk: nothing to report
- Streetscape: nothing to report

Under **Public Comment**:

Ms. Margaret Potter, Grosse Pointe Woods, asked when the traffic concerns at the intersection of Mack and Vernier were going to be addressed. She also expressed concern regarding the negative visual impact of the flashing/blinking neon lights that some businesses have recently installed.

City Manager Schulte explained that the City was recently awarded a safety grant and along with ARPA funds from Wayne County and were looking forward to implementing several

PLANNING COMMISSION
09-27-22 - 23

improvements to the intersection including safe routes to schools related improvements as soon as 2024.

Building Official Eck encouraged Ms. Potter to contact the Building Department if she felt there were signs that posed a danger to the public or traffic based on the flashing or blinking nature of the sign. He would have someone go and observe the signs to see if there were possible solutions.

MOTION by Bailey, seconded by Vitale to adjourn at 8:09 p.m. Motion carried by the following vote:

Motion carried by the following vote:

YES: Bailey, Fenton, Fuller, Gilezan, McNelis, O’Keefe, Vitale

NO: None

Absent: Gerhart, Hamborsky

Respectfully Submitted, Alicia Warren
Zoning Administrator

Commission Approved 12.13.22

PLANNING COMMISSION
11-22-22 - 24

MINUTES OF THE REGULAR PLANNING COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON NOVEMBER 22, 2022, IN THE COUNCIL-COURT ROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:02 p.m. by Chair Fuller.

Roll Call: Chair Fuller
Planning Commissioners: Bailey, Gilezan, Gerhart, McNelis, O'Keefe, Vitale
Absent: Fenton, Hamborsky
Also Present: Building Services Project Manager, Sam Woodrick
Planning Project Manager, Michael Boettcher, AICP

MOTION was made and seconded that absent commissioners be excused from tonight's meeting.

Motion carried by the following vote:

YES: Bailey, Fuller, Gerhart, Gilezan, McNelis, O'Keefe, Vitale
NO: None
Absent: Fenton, Hamborsky

The Planning Commission, Staff, and the Public Pledged Allegiance to the Flag.

MOTION that tonight's agenda be received and placed on file.

Motion carried by the following vote:

YES: Bailey, Fuller, Gerhart, Gilezan, McNelis, O'Keefe, Vitale
NO: None
Absent: Fenton, Hamborsky

MOTION by Bailey, seconded by McNelis, that the September 27, 2022 Planning Commission Meeting Minutes be approved as submitted.

Motion carried by the following vote:

YES: Bailey, Fuller, Gerhart, Gilezan, McNelis, O'Keefe, Vitale
NO: None
Absent: Fenton, Hamborsky

The next item on the agenda was the **Building Official's Monthly Report**. Sam Woodrick, Building Services Project Manager with Mckenna gave BS&A report of new activity and additional insight on the projects coming through the Building Department.

The next item on the agenda was the **Council Reports**.

- Commissioner Gilezan stated he did not make the October meetings.
- October 3rd meeting was covered by Commissioner O'Keefe and reported the city sponsorship of \$1,000 for the parade.
- October 17th meeting was covered by commissioner Vitale.

The next item on the agenda was the **Council Representatives for December City Council meetings**. Commissioner Vitale to attend December 5th and 19th, 2022 council meeting.

Under **New Business**, the following items were discussed:

- 20100 Mack Avenue Rezoning discussion and scheduling of public hearing date.

Michael Boettcher, Planner with Mckenna, presented the background of the rezoning.

MOTION by Gilezan, seconded by Gerhart to recuse at Commissioner Vitale who spoke for the applicant. Motion carried by the following vote:

Motion carried by the following vote:

- YES: Bailey, Gerhart, Fuller, Gilezan, McNelis, O’Keefe
- NO: None
- Absent: Fenton, Hamborsky

John Vitale, Stucky Vitale Architects, represented the applicant for the rezoning at 20100 Mack Avenue and presented the application.

MOTION by Bailey, seconded by O’Keefe to set Public Hearing date for the rezoning of 20100 Mack Avenue for December 13, 2022. Motion carried by the following vote:

Motion carried by the following vote:

- YES: Bailey, Gerhart, Fuller, Gilezan, McNelis, O’Keefe
- NO: None
- Absent: Fenton, Hamborsky

Under **Public Comment**:

Resident, comment regarding Agenda Item 7. Council had two variances on their last agenda and how the items are further processed after council meeting. Resident also asked when reviews are being done to include further details on sites.

Chair Fuller mentioned that the Master Plan is being worked on by Giffels Webster to be updated.

MOTION was made and seconded to adjourn at 7:39 p.m. Motion carried by the following vote:

Motion carried by the following vote:

- YES: Bailey, Gerhart, Fuller, Gilezan, McNelis, O’Keefe, Vitale
- NO: None
- Absent: Fenton, Hamborsky

Respectfully Submitted, Alicia Warren
Zoning Administrator

MEMO 22-52

TO: Frank Schulte, City Administrator
FROM: James Kowalski, Director of Public Services
DATE: December 20, 2022
SUBJECT: Lake Front Park – Rectangle Baby Pool Main Drains

At the City Council meeting on September 12, 2022 the Council approved the rectangle baby pool liner at the Lake Front Park Aquatic Facility to be replaced. During the replacement of the liner, the installer, K & K construction, determined that the two main drains of the pool were no longer secure to the underlining concrete, and thus allowed the water to seep underneath the liner. At that time, K & K construction halted the liner progress in order for the main drain issue to be resolved.

After consulting with Aquatic Source, the City's current pool service company, a quote of \$12,546.00 was submitted for the repair. Included in the quote is the labor, waterproofing material, and two 18" x 18" main drain and grate.

In order for the rectangle baby pool to be in operation for the 2023 summer season the repair needs to take place.

The need to replace the main drains was unforeseen and was not a budgeted item in the 2022/2023 fiscal year. Therefore I am requesting Council to authorize a budget amendment and transfer from account no. 101-000-699.000, transfer from prior year Reserve Fund Balance into the Parks and Recreation, Minor Equipment account no. 101-774-970.000 in the amount of \$12,546.00

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



Frank Schulte, City Administrator

12-21-22
Date

Fund Certification:

Account numbers and amounts have been verified as presented.



Shawn Murphy, Comptroller/Treasurer

12-22-22
Date

RECEIVED

DEC 22 2022

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT



190 Summit St
 Brighton, MI 48116
 ph 248-366-0606
 fax 248-366-0605

Service Call Acceptance

Date	Estimate #
12/19/2022	14391

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

Grosse Pointe Woods - Lakefront Park
 23000 E. Jefferson
 St. Clair Shores, MI 48080
 Nikki cell 313-363-1258

Re: Service Call Acceptance

Dear

Due to volatile commodities, material pricing on estimate is only good for 5 days from date of estimate (above). Subject to change without notice.

This is confirmation of the necessary repairs we have discussed with you or your organization prior to sending this letter. Repairs include the following:

Description	Qty	Cost	Total
REPAIR (2) MAIN DRAIN POTS IN THE BABY POOL			
ESTIMATED LABOR, WATERPROOFING MATERIAL AND FORTWAYNE MEMBRANE	1	11,415.00	11,415.00
LAWSON 18X18 MAIN DRAIN AND GRATE - 2 PK - NEW SHIPPING AND HANDLING - IF APPLICABLE, NOT INCLUDED	1	885.00	885.00
Subtotal			12,300.00
ECONOMIC IMPACT SURCHARGE		2.00%	246.00
WORK TO BE COMPLETED IN SPRINGTIME			
	Rep	BB	Total \$12,546.00

It is our intent to communicate thoroughly with our customers in an attempt to ensure ease of processing and complete understanding by all parties involved. In addition, we want your pool to be problem free and we're sure you do as well.

As always, thank you for choosing Aquatic Source for all your swimming pool needs.

If you would like to approve the work to be completed, sign below and send this sheet back to us. Upon receipt of approval, Aquatic Source personnel will begin scheduling a crew for you.

ACCEPTANCE

Please schedule the necessary repairs to be completed by Aquatic Source, LLC

Accepted By: _____ Signature: _____ Date: _____



CITY OF GROSSE POINTE WOODS

MEMORANDUM

Date: December 22, 2022

To: Frank Schulte, City Administrator

From: Beth Miro, Municipal Court Clerk *Beth Miro*

CC: Susan Como, Assistant City Administrator
Shawn Murphy, Treasurer/Comptroller

Subject: Municipal Court Office Renovation

Quotes were requested for the renovation of the main court office, including furniture, flooring, counter tops, etc. Only two quotes were received:

Creative Office Interiors	\$45,566.86
Combs Carpentry	\$40,500.00
McMillan Brothers	No Quote Provided
Office Furniture Solutions	No Quote Provided
Renovation Geeks	No Quote Provided

After reviewing the two quotes received regarding the court renovation, I am recommending Creative Office Interiors be selected to do our renovation. This company is recommended by Allor Group, who did the renovation of the city hall offices. I feel they would be the best choice, despite a slightly higher price because of their expertise and experience in office renovations. While I'm sure Combs Carpentry does fine work, their specialty is not offices renovations. I feel most confident that Creative Office Interiors will be able to do the best job in renovating the court office.

The amount to cover the cost of the renovation is a budgeted item, with the account number: 101-136-977.000. The projected cost is \$566.86 over budget, but I will be able to use money from my operating supplies to cover this difference.

Fund Certification:
Account numbers and amounts have been verified as presented.

RECEIVED

JAN 03 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Shawn Murphy
Shawn Murphy, Treasurer/Comptroller

1-3-2023

Date

Frank Schulte
Frank Schulte, City Administrator

1-3-23

Date

Beth Miro

From: Creative Office Interiors Inc. <cointeriorsinc@msn.com>
Sent: Monday, December 12, 2022 1:47 PM
To: Beth Miro
Subject: SALES CONTRACT 6987
Attachments: SC6987.pdf; FINAL Document Sheet.pdf; City of Grosse Pointe Woods - FINAL COMBINED PLANS.pdf

Importance: High

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

Hi Beth,

Please find attached Sales Contract 6987 for the complete renovation project including, millwork, flooring, & systems furniture. Providing the full service for the renovation is one of the reasons that Jeff Allor recommended us as your vendor for this project. Attached is the following:

- Sales Contract 6987
- Floor Plan – Showing Electrical/Data location for your IT department.
- Millwork Drawing for Front Reception Desk.
- Document Sheet – Showing Finishes

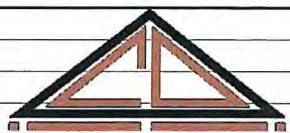
We require a 50% deposit when you are ready to proceed.

If you have any questions, please feel free to give me a call. I look forward to beginning the project!

Thank you,
Debbie Tibaud

Creative Office Interiors, Inc.

25821 Jefferson Avenue
St. Clair Shores, MI 48081
Phone: 586.445.6155
Fax: 586.445.6164
E-mail: cointeriorsinc@msn.com
Website: www.creativeofficeinteriorsinc.com



Creative Office Interiors, Inc.

REFER TO THIS NO.
WHEN PHONING
SALES CONTRACT
NO. 6987
(PAGE 1 OF 7)

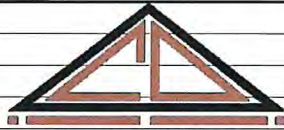
Date: December 12, 2022	25821 Jefferson Avenue	
CUSTOMER	St. Clair Shores, Michigan 48081	DELIVER TO
City Of Grosse Pointe Woods	(586) 445-6155	SAME
ADDRESS	Fax (586) 445-6164	
20025 Mack Ave.		
CITY		
Grosse Pointe Woods, 48236		CITY OR TOWNSHIP
ATTN: Beth Miro		
Phone: 313-343-2456		Contact:
Email: bmiro@gpwmi.us		
TERMS: NET RECEIPT OF INVOICE		
2% SERVICE CHARGE AFTER 30 DAYS		
DELIVERY WILL BE MADE THIS DATE		SALESMAN
WE WILL ADVISE OF UNAVOIDABLE DELAY		D. Tibaudo
		Please Add 3% For All Credit Card Paymen

<u>Mfr.</u>	<u>Qty.</u>	<u>Piece No.</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Amount</u>
<u>Furniture & Flooring Renovaton For Court Offices</u>					
<u>Systems Furniture</u>					
LAC	5	KAPB-2	<u>Panel brackets, pair</u>	\$22.90	\$114.50
	Pairs		Color: Black		
LAC	4	KACB-P-2	<u>Standard cantilever brackets, pair</u>	\$58.75	\$235.00
	Pairs		Color: Black		
LAC	5	KACB-P-2	<u>Shared cantilever brackets, pair</u>	\$71.28	\$356.40
	Pairs		Color: Black		
LAC	2	KEB3-S-6	<u>3- Circ., Hardwire Base Feed</u>	\$116.64	\$233.28
LAC	1	KER3-C1-W	<u>3-Circ., Duplex Receptacles</u>	\$144.72	\$144.72
	Pack		Circuit #1, White, Pack of 10		
LAC	1	KER3-C2-W	<u>3-Circ., Duplex Receptacles</u>	\$144.72	\$144.72
	Pack		Circuit #2, White, Pack of 10		
LAC	3	KKAMB-12-42	<u>White Board, 12 1/4H x 42W</u>	\$114.05	\$342.15
			Folded Metal.		
			Magnetic.		
			High-gloss White Finish For Dry-erase Markers.		
LAC	3	KKATB-12-42	<u>Tackboard, 12 1/4H x 42W</u>	\$190.51	\$571.53
		GR2	Grade: 2		
		FG	Fabric Pattern: Off The Grid		
		09	Fabric Color: Tidal		
Group	1	KMPM-1522-1	<u>Modular pedestal w/ metal fr., B/F, 17 7/8D</u>	\$302.40	\$302.40
			Size: 15 1/4W X 22D X 20 1/8"H		
		P17	Trim Color: Beige		
			Under Reception Desk		

The Above Merchandise is Special Ordered and Not Subject to Cancellation

ALL MERCHANDISE SOLD SUBJECT TO AVAILABILITY

PURCHASER _____ Date _____ By _____



Creative Office Interiors, Inc.

25821 Jefferson Avenue

St. Clair Shores, Michigan 48081

(586) 445-6155

Fax (586) 445-6164

REFER TO THIS NO.
WHEN PHONING
SALES CONTRACT
NO. 6987
(PAGE 2 OF 7)

Date: December 12, 2022

CUSTOMER

City Of Grosse Pointe Woods

ADDRESS

20025 Mack Ave.

CITY

Grosse Pointe Woods, 48236

ATTN: Beth Miro

Phone: 313-343-2456

Email: bmiro@gpwmi.us

TERMS: NET RECEIPT OF INVOICE

2% SERVICE CHARGE AFTER 30 DAYS

DELIVERY WILL BE MADE THIS DATE _____

WE WILL ADVISE OF UNAVOIDABLE DELAY _____

DELIVER TO

SAME

CITY OR TOWNSHIP

Contact:

SALESMAN

D. Tibaudo

Please Add 3% For

All Credit Card Paymen

Mfr.	Qty.	Piece No.	Item Description	Unit Price	Amount
Systems Furniture (Cont.)					
LAC	3	KMPF-1522-2 P17	Modular pedestal w/ metal fr., F/F, 21 7/8D Trim Color: Beige	\$297.22	\$891.66
LAC	4	KMPF-1522-3 P17	Modular pedestal w/ metal fr., B/B/F, 21 7/8D Trim Color: Beige	\$333.07	\$1,332.28
LAC	4 Panels	KPMA-4224-3P P04 E6 1 E6 1 GR1	Acoust. panel, pwr. 3-circ., 42 1/4Hx24W Trim And Base Color: Charcoal Selection For Base Panel - Side A: STRATUS - GR1 Panel Fabric Color: Tornado Selection For Base Panel - Side B: STRATUS - GR1 Panel Fabric Color: Tornado Grade Selected For The Panel Base: Grade 1	\$304.99	\$1,219.96
LAC	3 Panels	KPMA-4230-3P P04 E6 1 E6 1 GR1	Acoust. panel, pwr. 3-circ., 42 1/4Hx30W Trim And Base Color: Charcoal Selection For Base Panel - Side A: STRATUS - GR1 Panel Fabric Color: Tornado Selection For Base Panel - Side B: STRATUS - GR1 Panel Fabric Color: Tornado Grade Selected For The Panel Base: Grade 1	\$343.01	\$1,029.03
LAC	4 Panels	KPMA-4242-3P P04 E6 1 E6 1 GR1	Acoust. panel, pwr. 3-circ., 42 1/4Hx42W Trim And Base Color: Charcoal Selection For Base Panel - Side A: STRATUS - GR1 Panel Fabric Color: Tornado Selection For Base Panel - Side B: STRATUS - GR1 Panel Fabric Color: Tornado Grade Selected For The Panel Base: Grade 1	\$408.67	\$1,634.68

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By _____



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WHEN PHONING
SALES CONTRACT
NO. 6987
(PAGE 3 OF 7)

Date: December 12, 2022

25821 Jefferson Avenue

CUSTOMER

St. Clair Shores, Michigan 48081

DELIVER TO

City Of Grosse Pointe Woods

(586) 445-6155

SAME

ADDRESS

Fax (586) 445-6164

ADDRESS

20025 Mack Ave.

CITY

CITY OR TOWNSHIP

Grosse Pointe Woods, 48236

ATTN: Beth Miro

NEAR MAIN INTERSECTION

Phone: 313-343-2456

Email: bmiro@gpwmi.us

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D. Tibaudo

All Credit Card Paymen

<u>Mfr.</u>	<u>Qty.</u>	<u>Piece No.</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Amount</u>
<u>Systems Furniture (Cont.)</u>					
LAC	11	KPMA-4242-NN	<u>Acoust. panel, non-pwr., 42 1/4Hx42W</u>	\$333.07	\$3,663.77
	Panels	P04	Trim And Base Color: Charcoal		
		E6	Selection For Base Panel - Side A: STRATUS - GR1		
		1	Panel Fabric Color: Tornado		
		E6	Selection For Base Panel - Side B: STRATUS - GR1		
		1	Panel Fabric Color: Tornado		
		GR1	Grade Selected For The Panel Base: Grade 1		
LAC	3	KUC-2442-K-1-	<u>Std. corner surf., TFL, grommet, Straight fr.,</u>	\$319.25	\$957.75
	Surfaces	G-D	24Dx42W ; Laminate Selection: FOSSIL		
		FOS			
LAC	3	KUR-2430-1-G	<u>Std. rect. surf., TFL, grommet, 24Dx30W</u>	\$142.13	\$426.39
	Surfaces	FOS	Laminate Selection: FOSSIL		
LAC	3	KUR-2442-1-G	<u>Std. rect. surf., TFL, grommet, 24Dx42W</u>	\$165.02	\$495.06
	Surfaces	FOS	Laminate Selection: FOSSIL		
LAC	5	KUR-2484-1-G	<u>Std. rect. surf., TFL, grommet, 24Dx84W</u>	\$246.24	\$1,231.20
	Surfaces	FOS	Laminate Selection: FOSSIL		
LAC	6	KVET-42	<u>End-of-run trims, full height, 42 1/4H</u>	\$83.81	\$502.86
	Trims	P04	Trim Color: Charcoal		
LAC	2	KVPT-42	<u>T junction kit, full height, 42 1/4H</u>	\$60.48	\$120.96
	Trim	P04	Trim Color: Charcoal		
LAC	4	KVPL-42	<u>L junction kit, full height, 42 1/4H</u>	\$99.36	\$397.44
	Trim	P04	Trim Color: Charcoal		

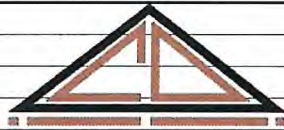
The Above Merchandise is Special Ordered and Not Subject to Cancellation

ALL MERCHANDISE SOLD SUBJECT TO AVAILABILITY

PURCHASER _____

Date _____

By _____



Creative Office Interiors, Inc.

25821 Jefferson Avenue

St. Clair Shores, Michigan 48081

(586) 445-6155

Fax (586) 445-6164

REFER TO THIS NO.
WHEN PHONING
SALES CONTRACT
NO. 6987
(PAGE 4 OF 7)

Date: December 12, 2022

CUSTOMER

City Of Grosse Pointe Woods

ADDRESS

20025 Mack Ave.

CITY

Grosse Pointe Woods, 48236

ATTN: Beth Miro

Phone: 313-343-2456

Email: bmiro@gpwmi.us

TERMS: NET RECEIPT OF INVOICE

2% SERVICE CHARGE AFTER 30 DAYS

DELIVERY WILL BE MADE THIS DATE _____

WE WILL ADVISE OF UNAVOIDABLE DELAY

DELIVER TO

SAME

ADDRESS

CITY OR TOWNSHIP

NEAR MAIN INTERSECTION

SALESMAN

D. Tibaudo

Please Add 3% For

All Credit Card Payment

Mfr.	Qty.	Piece No.	Item Description	Unit Price	Amount
Systems Furniture (Cont.)					
LAC	3	RIDFS-183028LF2	Metal lateral file, 2-high, 30"W, 18"D, 27 7/8"H. Full Pull Regular Lock Lock Color: Sliver No Counterweight	\$616.52	\$1,849.56
		STD P17	Standard Offer Trim Color: Beige		
LAC	1	RIDFS-183627LF2	2 Drawer Lateral File Fixed Front Size: 36"W X 18"D X 26 7/8"H Full Pull Regular Lock Lock Color: Sliver	\$671.55	\$671.55
		STD P17	Standard Offer Trim Color: Beige Goes Under the Reception Desk		
LAC	1	RINFs-361828B	Metal Cabinet 2 High Size: 36"W X 18"D X 27 7/8"H Full Pull Regular Lock Lock Color: Sliver	\$710.64	\$710.64
		STD P17	Standard Offer Trim Color: Beige <i>Goes Under Work Surface By Copier</i>		
MOC	1	CH51-23S/86	Coat Rack With 4 Hooks TORII RACK	\$156.50	\$156.50
MOC	1 Lot		Freight For Above	\$28.65	\$28.65

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By _____



Creative Office Interiors, Inc.

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SALES CONTRACT
NO. 6987
(PAGE 5 OF 7)

Date: December 12, 2022	25821 Jefferson Avenue	
CUSTOMER	St. Clair Shores, Michigan 48081	DELIVER TO
City Of Grosse Pointe Woods	(586) 445-6155	SAME
ADDRESS	Fax (586) 445-6164	ADDRESS
20025 Mack Ave.		
CITY		CITY OR TOWNSHIP
Grosse Pointe Woods, 48236		
ATTN: Beth Miro		NEAR MAIN INTERSECTION
Phone: 313-343-2456		
Email: bmiro@gpwwi.us		
TERMS: NET RECEIPT OF INVOICE		
2% SERVICE CHARGE AFTER 30 DAYS		
DELIVERY WILL BE MADE THIS DATE		SALESMAN
WE WILL ADVISE OF UNAVOIDABLE DELAY		D. Tibaudo
		Please Add 3% For All Credit Card Paymen

<u>Mfr.</u>	<u>Qty.</u>	<u>Piece No.</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Amount</u>
<u>Systems Furniture (Cont.)</u>					
WSI	1		<u>Receive , Deliver & Install The Above Cubicles</u>	\$2,203.50	\$2,203.50
	Lot		All Work Is To Be Completed In One Phase. Quoted As All Area To Be Clear Of Existing Furniture By Others.		
<i>Systems Furniture Subtotal:</i>					
<i>\$21,968.14</i>					
<u>Electrostatic Spraying Of Existing Cabinets</u>					
PLX	1		<u>Pick Up The Following File Cabinets:</u>	\$3,088.50	\$3,088.50
	Lot		** (2) 6 Drawer File Cabinets 36"W X 19"D X 41"H Remove Existing Tops On 2 Of The Above Cabinets That Are Glued To The Top Of The Cabinet, Sand & Electrostatically Spray. ** (1) 42"W X 19"D X 52 1/2"H Lateral File ** (1) 4 Dr. File Cabinet 30"W X 30 1/2"H Finish: Platinum Redeliver & Place Them During Millwork Installation. Note: All Drawers Must Be Emptied Prior To Pick Up.		
<u>Millwork For Reception Counter</u>					
PLX	1		<u>Remove Existing BR Glass & Existing</u>	\$15,537.60	\$15,537.60
	Lot		Reception Desk/Counter. Install New Desk, Client Side & Office Side. Per Drawings. ReUse Existing BR Glass. If New Framework For BR Glass Is Necessary Additional Charges Will Apply. Includes (1) 36 X 19, (1) 42 X 19, & (1) 30 X 19 File Tops With Laminate Edge Laminate: Veranda Teak 8209K-28 Gloss Line Finish AEON Scratch Resistance		
<i>Millwork & Electrostatic Spray Subtotal:</i>					
<i>\$20,829.60</i>					

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REFER TO THIS NO.
WHEN PHONING
SALES CONTRACT
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(PAGE 6 OF 7)

Date: December 12, 2022		25821 Jefferson Avenue		
CUSTOMER		St. Clair Shores, Michigan 48081		DELIVER TO
City Of Grosse Pointe Woods		(586) 445-6155		SAME
ADDRESS		Fax (586) 445-6164		ADDRESS
20025 Mack Ave.				
CITY				CITY OR TOWNSHIP
Grosse Pointe Woods, 48236				
ATTN: Beth Miro				NEAR MAIN INTERSECTION
Phone: 313-343-2456				
Email: bmiro@gpwmi.us				
TERMS: NET RECEIPT OF INVOICE				
2% SERVICE CHARGE AFTER 30 DAYS				
DELIVERY WILL BE MADE THIS DATE		SALESMAN		Please Add 3% For
WE WILL ADVISE OF UNAVOIDABLE DELAY		D. Tibaudo		All Credit Card Paymen

<u>Mfr.</u>	<u>Qty.</u>	<u>Piece No.</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Amount</u>
Flooring Material					
JJ	72 Yards	7587	24" X 24" Modular Carpet Tiles Style: 7587M Color: 2880 Armure Collection: Fractured Plaid Installation Method: Monolithic 8 Yards / Carton	\$39.35	\$2,833.20
JJ	1 (4 Gallon Pail)	Nexus A1334	Carpet Adhesive Cartoned In 4-Gallon Pails	\$162.50	\$162.50
JJ	1 Lot		Freight For Above	\$117.38	\$117.38
BLK ROP	1 Ctns.	C45C83P139	4 1/2" Vinyl Cove Base Roppe Base Color: 139 Deep Navy 120 Lin Ft/Ctn. Roll Goods	\$174.94	\$174.94
Blakel	1 Lot		Freight Charges For Above Vinyl Base	\$75.00	\$75.00
Flooring Labor					
CW	70 Yards		Installation Of 24" X 24" Carpet Tiles Glued Direct	\$5.63	\$394.10
CW	70 Yards		Rip Existing Carpet	\$3.13	\$219.10
CW	70 Yards		Dispose Of Existing Carpet	\$1.63	\$114.10

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PURCHASER _____ Date _____ By _____



Creative Office Interiors, Inc.

25821 Jefferson Avenue

St. Clair Shores, Michigan 48081

(586) 445-6155

Fax (586) 445-6164

REFER TO THIS NO.
WHEN PHONING
SALES CONTRACT
NO. 6987
(PAGE 7 OF 7)

Date: December 12, 2022

CUSTOMER

City Of Grosse Pointe Woods

ADDRESS

20025 Mack Ave.

CITY

Grosse Pointe Woods, 48236

ATTN: Beth Miro

Phone: 313-343-2456

Email: bmiro@gpwmi.us

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SAME

ADDRESS

CITY OR TOWNSHIP

NEAR MAIN INTERSECTION

SALESMAN

D. Tibaudo

Please Add 3% For

All Credit Card Paymen

Mfr.	Qty.	Piece No.	Item Description	Unit Price	Amount	
Flooring Labor (Cont.)						
CW	630		<u>Skimcoating Floor</u>	\$0.94	\$592.20	
	Sq. Ft.		<i>Per Manufacturer's Specifications</i>			
CW	105		<u>Installation Of 4 1/2" Vinyl Cove Base</u>	\$1.06	\$111.30	
	Lin. Ft.		For Areas With Non-Pattern Carpet			
CW	105		<u>Rip & Disposal Of 4 1/2" Vinyl Cove Base</u>	\$0.56	\$58.80	
	Lin. Ft.					
CW	1		<u>Gas Surcharge</u>	\$120.00	\$120.00	
	Lot					
				Flooring Subtotal:		
				\$4,972.62		
<p><i>All Work Is Quoted To Be Done During Standard Business Hours Monday - Friday 8:30AM - 5:00PM If Non-Standard Hours Are Required Additional Charges May Apply. No Furniture Move.</i></p> <p><i>Any Additional Floor Prep Or Floor Prep Materials Will Be Charged Separately.</i></p>						
A 50% DEPOSIT IS REQUIRED TO PROCESS ORDER						
\$22,783.43						
					Subtotal:	\$45,566.86
					No Taxes:	\$0.00
					Grand Total:	\$45,566.86

The Above Merchandise is Special Ordered and Not Subject to Cancellation

ALL MERCHANDISE SOLD SUBJECT TO AVAILABILITY

PURCHASER _____

Date _____

By _____



CREATIVE OFFICE INTERIORS, INC.

25821 Jefferson Ave. ■ St. Clair Shores, Michigan 48081 ■ Phone (586) 445-6155 ■ Fax (586) 445-6164

TERMS & CONDITIONS SALES CONTRACT#6987 (\$45,566.86)

50% DEPOSIT IS REQUIRED TO PROCESS ORDER; BALANCE DUE UPON FINAL INVOICE

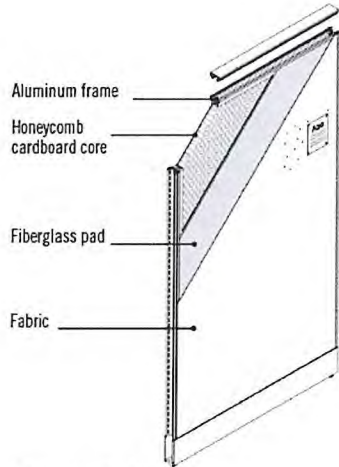
1. Creative Office Interiors, Inc. hereby agrees to sell, and Purchaser hereby agrees to purchase the merchandise noted on the reverse side, for which Purchaser agrees to pay seller according to the terms specified on the reverse side.
2. It is agreed that said merchandise may remain in the possession of Purchaser, but that title to said merchandise shall remain in Creative Office Interiors, Inc. until the same is fully paid for.
3. In the event that any installment shall not have been paid within ten days after it becomes due and payable, Purchaser agrees to pay a late charge of .08 cents per dollar in addition to the regular installment, or such lesser charge as may be permitted by law.
4. Creative Office Interiors, Inc. will warehouse for 30 days at no charge, thereafter a \$1.65 per square foot per month charge will be incurred. Delivery of merchandise shall occur within 15 days.
5. In the event construction delays or other causes not within Creative Office Interiors, Inc. control force postponement of the delivery and/or installation, the merchandise can be stored until installation will take place and will be considered accepted by the Purchaser for purposes of payment. Any storage charges incurred shall be paid by the Purchaser, starting 30 days after merchandise is ready for delivery.
6. When partial deliveries are made, the Purchaser will be invoiced for merchandise delivered. No payment can be withheld by Purchaser because of partial delivery on the entire order.
7. The Purchaser agrees to submit to Creative Office Interiors, Inc. any credit information requested in order to properly approve this order. Creative Office Interiors, Inc. reserves the right to change or cancel the terms of this order based on the credit rating and information obtained. Creative Office Interiors, Inc. also reserves the right to refuse this order for placement until any additional credit information or guarantee of payment is obtained from Purchaser, if required. The Purchaser warrants that the credit application and other financial statements submitted to Creative Office Interiors, Inc. are true and correct.
8. This order may not be canceled unless agreed to by the Purchaser and Management of Creative Office Interiors, Inc., in writing. If the cancellation of the order causes a restocking fee from the manufacturer, the Purchaser may be billed for the restocking charge by Creative Office Interiors, Inc. Custom furniture is not subject to cancellation.
9. All applicable taxes apply to all orders.
10. Delivery and installation will be made during normal business hours. Purchaser will be billed for any additional labor costs resulting from overtime work performed.
11. Creative Office Interiors, Inc. reserves and Purchaser grants a security interest in the merchandise described in the Agreement until payment has been received in full. Purchaser agrees to protect Creative Office Interiors, Inc. title and to keep merchandise free and clear of all claims and liens until Creative Office Interiors, Inc. has been paid in full.
12. Creative Office Interiors, Inc. shall not be responsible for manufacturer's inability to meet their estimated ship dates. Estimated ship dates are for manufacturer's time allowances only and do not include any time allowance for actual shipping and delivery of merchandise.
13. Purchaser must keep the job site free and clear of debris before and during the installation. Hoisting or elevator service and adequate facilities for offloading, staging, moving and handling of merchandise must be provided by the Purchaser and without charge to Creative Office Interiors, Inc. Purchaser is also responsible for securing necessary building permits and licenses.
14. Purchaser shall be solely responsible for any damage to or loss of merchandise after delivery.
15. Creative Office Interiors, Inc. assigns all rights derived from the manufacturer's warranties to the Purchaser to the extent such rights are assignable.
16. If the Purchaser fails to make any payment when due, or in the event of his non-performance of any of the terms or conditions of this contract by him to be performed, or removal of the merchandise from the place to which delivered without the Seller's written consent, or in the event of theft, conversion, destruction or other loss of all or part of said merchandise, or in the event of theft, conversion, destruction, or other loss of all or part of said merchandise, or in the event said merchandise shall come in the hands of any other person or officers by legal process or otherwise, the Seller may at its option, without notice, either declare the unpaid balance of the purchase price immediately due and payable or may rescind this contract to sell and take possession of the merchandise with or without legal process, wherever situated and without notice.
17. In the event of such repossession all payments theretofore made shall be retained by the seller as its property as and for the use and rental of said merchandise and as liquidated damages for the breach of this contract.
18. If the Purchaser has balances due on their contracts with the Seller, payments made by Purchaser may be applied pro rata on all such pending contracts.
19. It is further agreed that any extension of time of any payments hereunder, or failure of the Seller to promptly exercise any of its rights hereunder, shall not operate as a waiver of any of the Seller's rights under this contract, and that in the event Seller shall be compelled to pay or become liable for any attorney's fees or other expenses in connection with the enforcement of this contract, Purchaser will repay to Seller the amount of such fees, costs and expenses.
20. Purchaser agrees to pay attorney's fee and costs incurred by Creative Office Interiors, Inc. in enforcement of terms of this agreement, including but not limited to payment and realization on the security interest granted herein.
21. The above is the entire agreement between the Purchaser and Creative Office Interiors, Inc. It may not be changed without mutual written authorization.

Company: _____ Purchaser: _____ Date: _____

City Of Grosse Pointe Woods

Furniture Renovation
For Court Offices

Paradigm Collection



Fabric acoustical panel



Finishes

Lateral File Cabinets



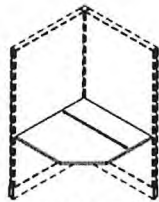
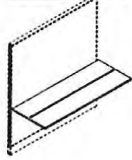
Box / box / file



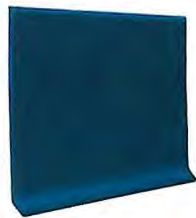
File / file



Work Surfaces



Straight front (K)



4 1/2" Vinyl Cove Base
Color: Deep Navy



Panel Fabric Color:
Tornado



Panel Trim Metal Finish:
Charcoal



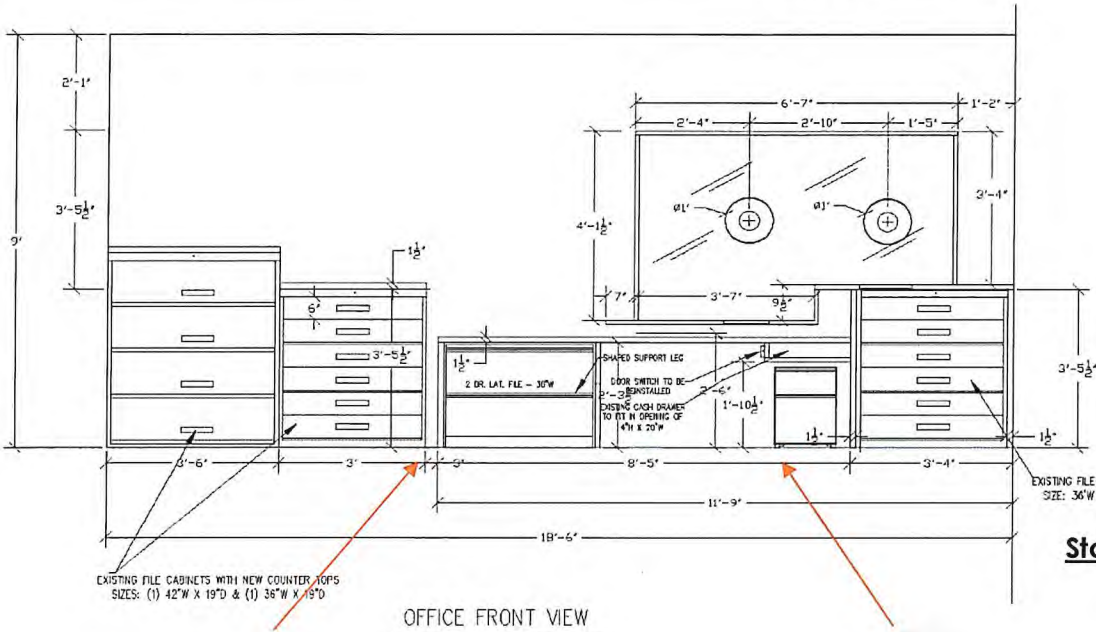
Carpet Color:
Armure



Work Surface Laminate Finish:
Fossil

City Of Grosse Pointe Woods

**Furniture Renovation For Court
Offices**



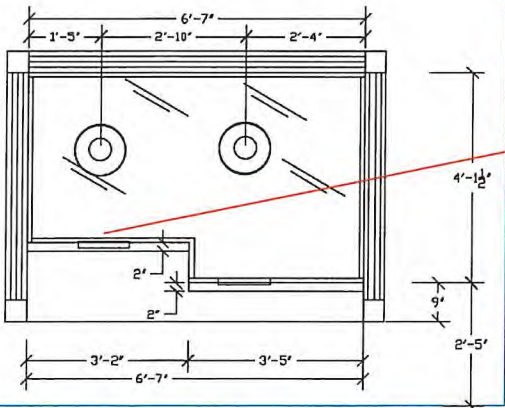
**Storage Cabinets Metal
Finish: Beige**



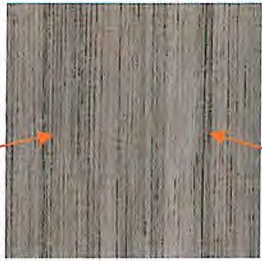
**36" Wide Lateral
File Cabinet**



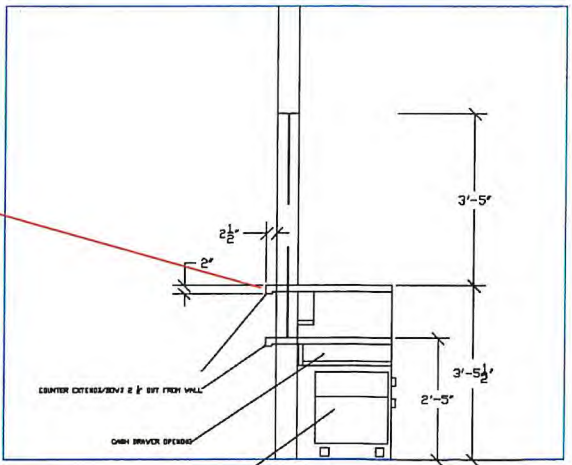
**Under Cash Box
Storage Cabinet**



CUSTOMER SIDE RECEPTION WINDOW ELEVATION



**Bow Counter Laminate
Finish: Veranda Teak**



SIDE VIEW (SECTION)

City Of Grosse Pointe Woods

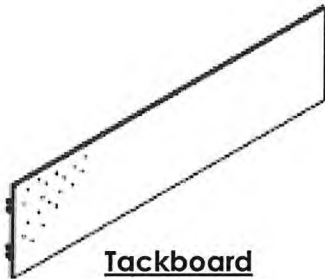


**Storage Cabinet By
The Copier**



Storage Cabinets Metal

Finish: Beige (Electrostatic Files Will Be Sprayed To Match)



Tackboard



Tackboard Fabric:

pattern: Off The Grid
Color: Tidaal

Whiteboard



Coat Rack



Furniture Renovation
For Court Offices

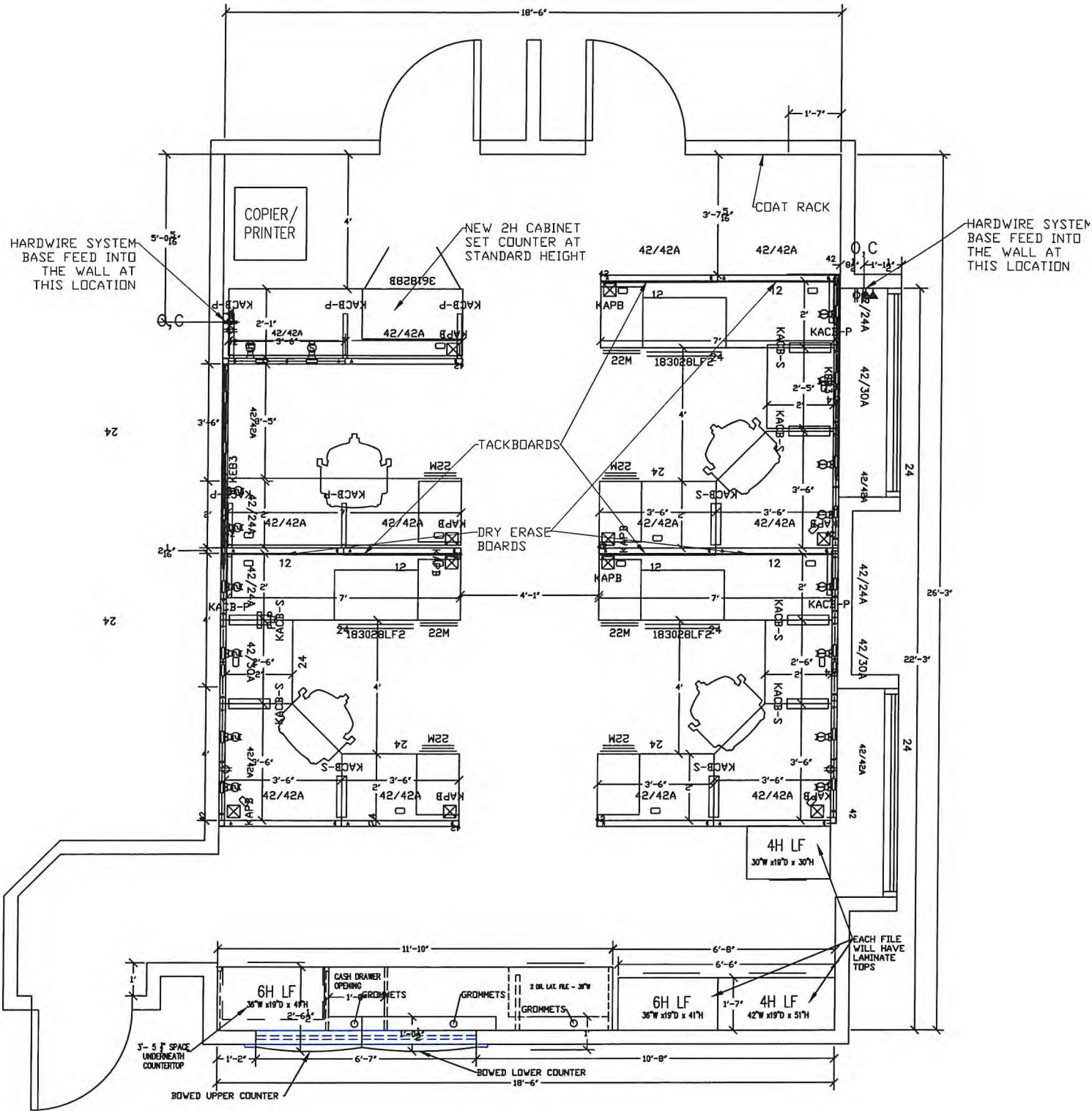
Renderings




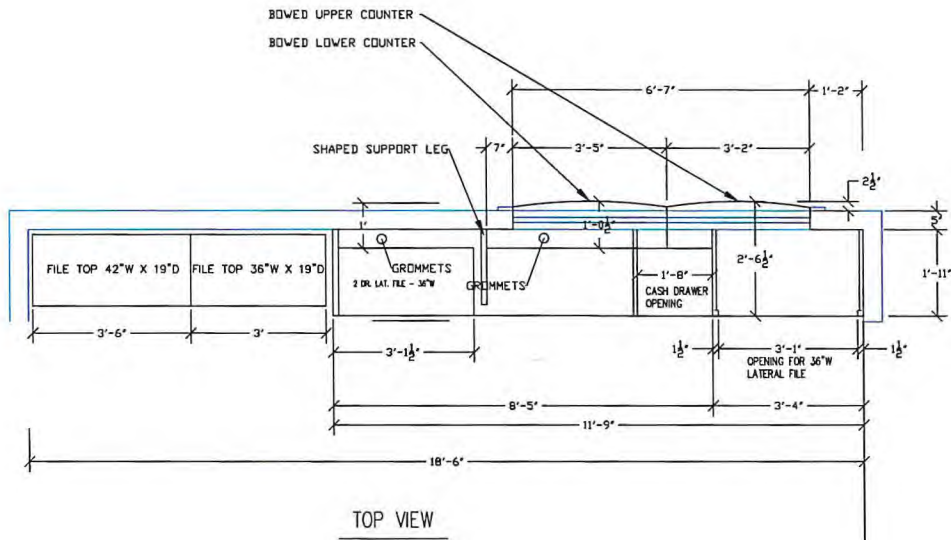
Furniture Renovation
For Court Offices

Renderings

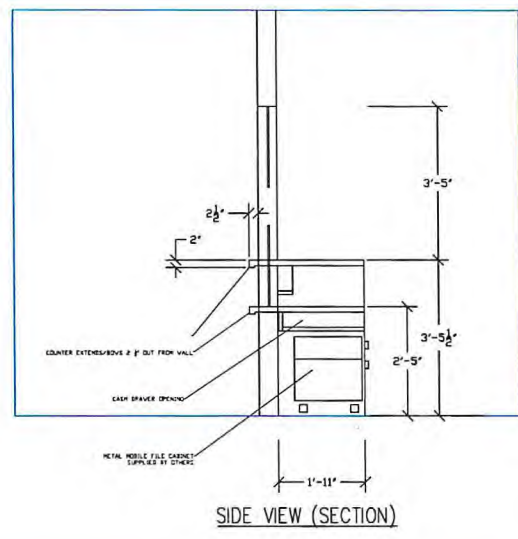




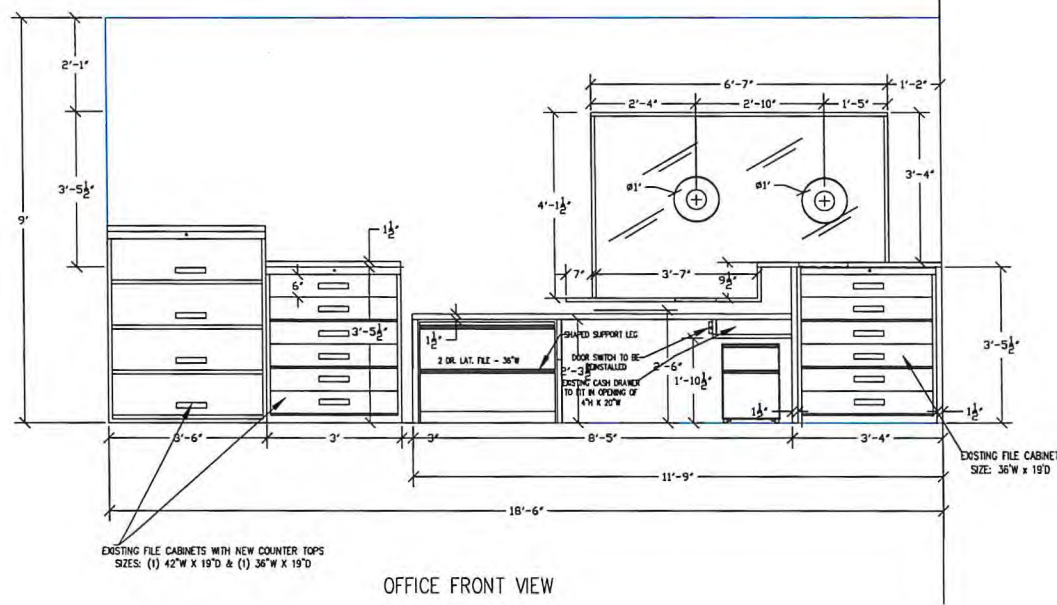
 <p>CREATIVE OFFICE INTERIORS, INC.</p>	<p>CLIENT: CITY OF GROSSE POINTE WOODS 20025 MACK PLAZA DRIVE, GROSSE POINTE WOODS, MI 48236</p>	<p>SHEET NAME: FLOOR PLAN</p>	<p>DATE: 12/12/22</p>	<p>PAGE: 1 OF 2</p>
	<p>PROJECT: RENOVATIONS</p>	<p>ALL DRAWINGS ARE PROPERTY OF CREATIVE OFFICE INTERIORS. THEY CANNOT BE REUSED WITHOUT WRITTEN PERMISSION AND ADDITIONAL COMPENSATION</p>		



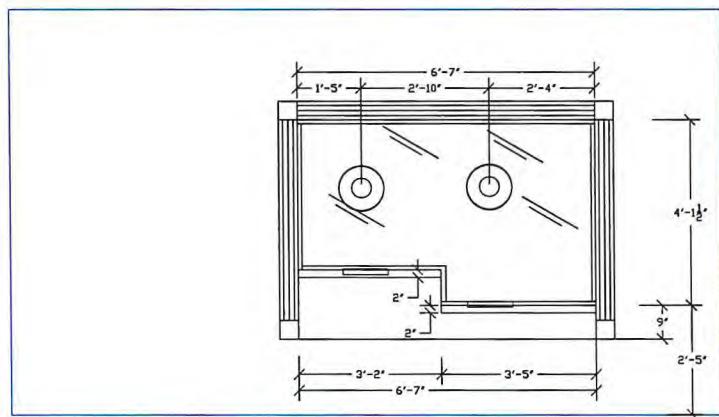
TOP VIEW




SIDE VIEW (SECTION)



OFFICE FRONT VIEW



CUSTOMER SIDE RECEPTION WINDOW ELEVATION

<p>DATE: 12/12/22</p>	<p>PAGE: 2 OF 2</p>
	<p>ALL DRAWINGS ARE PROPERTY OF CREATIVE OFFICE INTERIORS. THEY CANNOT BE REUSED WITHOUT WRITTEN PERMISSION AND ADDITIONAL COMPENSATION.</p>
<p>SHEET NAME: Elevations</p>	
<p>CLIENT: CITY OF GROSSE POINTE WOODS 20025 MACK PLAZA DRIVE, Grosse Pointe Woods, MI 48236</p>	<p>PROJECT: RENOVATIONS</p>
	

MEMO 22 - 51

TO: Frank Schulte, Director of Public Services

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

DATE: December 20, 2022

SUBJECT: Wayne County Annual Permit Community Resolutions

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

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

Attachments

Recommended for Approval as Submitted:

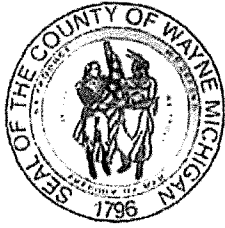
Frank Schulte

 Frank Schulte, City Administrator

12-21-22

 Date

RECEIVED
 DEC 22 2022
 CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT



*Warren C. Evans
County Executive*

November 30, 2022

City of Grosse Pointe Woods
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236-2343

**RE: A-23054
2023 Annual Permit Package
Wayne County Department of Public Services
Engineering Division – Permit Office**

Attention: James Kowalski

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

1. **Annual Maintenance Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:
 - a. Sanitary sewer inspection, repair and routine maintenance;
 - b. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter);
 - c. Other utilities (i.e. natural gas, electric or fiber optic);
 - d. Application of dust palliatives; and
 - e. Repair and replacement of existing sidewalks.

2. **Annual Pavement Restoration Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of pavement repair and restoration.

3. **Annual Permit for Special Events:** The annual permit grants preliminary authorization to a municipality to perform the following:
 - a. Temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
 - b. To use a county road as a detour for traffic around such activity taking place on a non-county road; and/or
 - c. Place a temporary banner within the County right-of-way.



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

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

As a condition of the municipal annual permit, the County requires that the governing body pass a blanket resolution (sample with suggested language is included as an attachment) of approval which accomplishes the following:

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

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

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

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. The manual is also incorporated by reference into this annual permit and is available online at:

http://www.waynecounty.com/dps/construction_permits.htm

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

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

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

2023 Annual Permits Package
Wayne County Department of Public Services
Engineering Division – Permit Office
Page 3 of 3



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

The *Scope of Work and Conditions for Municipal Maintenance Permits* requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to (734) 595-6356.

Once received, an executed copy will be returned to you for your files. If you have any questions regarding this Annual Permit, please contact me at (734) 858-2774

Respectfully Submitted,

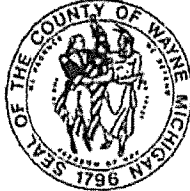
Randa Saghir
Administration Management

C: file

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

PERMIT OFFICE
 33809 MICHIGAN AVE
 WAYNE, MI 48184,
 PHONE (734) 595-6504
 FAX (734) 595-6356

72 HOURS BEFORE ANY
 CONSTRUCTION. CALL
 Various Staff
 (734) 595-6504, Ext: 2009
 FOR INSPECTION



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

PERMIT No
A-23054

ISSUE DATE | EXPIRES
 1/1/2023 | 12/31/2023

REVIEW No | WORK ORDER
 | 79636

PROJECT NAME
 GROSSE POINTE WOODS - MAINTENANCE

LOCATION
 VARIOUS ROADS ()

CITY/TWP
 GROSSE POINTE WOODS

PERMIT HOLDER
 CITY OF GROSSE POINTE WOODS
 20025 MACK PLAZA DR
 GROSSE POINTE WOODS, MI 48236-2343

CONTRACTOR

CONTACT
 JAMES KOWALSKI

CONTACT
 <BLANK>

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

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES:

1. SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
2. WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
3. DUST PALLATIVE, CALCIUM & SALT APPLICATIONS.
4. SIDEWALK REPAIR AND REPLACEMENT.
5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER.

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS. ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT.

FINANCIAL SUMMARY	
PERMIT FEE	\$0 00
PLAN REVIEW FEE	\$0 00
PARK FEE	\$0 00
OTHER FEE	\$0 00
BOND	\$0 00
INSPECTION DEPOSIT	\$0 00
OTHER BOND	\$0 00
TOTAL COSTS	\$0 00
TOTAL CHECK AMOUNT	\$0.00
CASHIER	DATE
	1/1/2023

DEPOSITOR

LETTER OF CREDIT DEPOSITOR

APPROVED PLANS PREPARED BY

PLANS APPROVED BY	DATE PLANS APPROVED
	1/1/2023

REQUIRED ATTACHMENTS
 GENERAL CONDITIONS
 SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS
 INDEMNITY AND INSURANCE ATTACHMENT
 SAMPLE COMMUNITY RESOLUTION
 RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
www.waynecounty.com/dps_engineering_cpoffice.htm

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

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

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JAMES KOWALSKI
 PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
 CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY

DATE



**Wayne County Department of Public Services
Engineering Division – Permit Office
Scope of Work and Conditions Attachment
For Annual Municipal Maintenance Permits**

The Annual Permit authorizes the municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the facilities listed below that are under its jurisdiction.

Scope of Work - The following work is authorized under the Annual Maintenance Permit:

Sanitary Sewers

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction

Water Main and installation of 2" pipe

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction
2. Water service connection with 2" diameter pipe or less, serving single customer

A separate permit will be required for any operations performed under the following conditions for Water and/or Sanitary related work:

- a. For all water service connections larger than a two inch (2") diameter.
- b. For any water service connection that serves more than one customer.
- c. Whenever work is to be performed in a new subdivision.
- d. For any sanitary sewer service connection.

Dust Palliative Applications

1. Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
2. The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
3. Prior to the application of Dust Palliative Materials, the Permit Holder shall provide at least seven (7) days notice to the Wayne County Roads Division (313-955-9920) to allow for preparation and inspection of the roads to be treated.

Sidewalk

1. Existing sidewalks may be repaired or replaced at existing alignment on existing grade.

A separate permit will be required for the construction of a new sidewalk, for the replacement of an existing sidewalk on a new alignment or grade or for the construction of new sidewalk ramps to the County road.

Street Sweeping

1. Street sweeping shall be performed during daylight hours only.
2. All traffic control devices shall conform to the provisions of the current MMUTCD.

Permit Conditions

1. **A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.**
2. Reports indicating all work performed or that no work was performed under the permit shall be provided to the Permit Office at the end of each month.
3. Any work not covered under the annual scope of work and conditions above shall require a separate permit. Refer to the *Wayne County Rules, Specifications and Procedures Construction Permits*.
4. All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.



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

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

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

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

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

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

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

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

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

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

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



Wayne County Department of Public Services
Engineering Division – Permit Office

Conditions & Limitations of Permits

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

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

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

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

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

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

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

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

- The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
- The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL 5460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
- The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2151, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Resolution No. _____

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

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

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

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

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

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

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

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

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

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

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

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

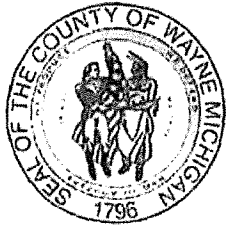
The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

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

Name	Title
_____	_____
_____	_____

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

#305299-v2



*Warren C. Evans
County Executive*

December 8, 2022

City of Grosse Pointe Woods
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236-2343

**RE: A-23109
2023 Annual Permit Package
Wayne County Department of Public Services
Engineering Division – Permit Office**

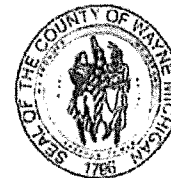
Attention: James Kowalski

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

1. **Annual Maintenance Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:
 - a. Sanitary sewer inspection, repair and routine maintenance;
 - b. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter);
 - c. Other utilities (i.e. natural gas, electric or fiber optic);
 - d. Application of dust palliatives; and
 - e. Repair and replacement of existing sidewalks.

2. **Annual Pavement Restoration Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of pavement repair and restoration.

3. **Annual Permit for Special Events:** The annual permit grants preliminary authorization to a municipality to perform the following:
 - a. Temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
 - b. To use a county road as a detour for traffic around such activity taking place on a non-county road; and/or
 - c. Place a temporary banner within the County right-of-way.



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

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

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

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

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

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

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

http://www.waynecounty.com/dps/construction_permits.htm

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

2023 Annual Permits Package
Wayne County Department of Public Services
Engineering Division – Permit Office
Page 3 of 3



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

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

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

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

Once received, an executed copy will be returned to you for your files. If you have any questions regarding this Annual Permit, please contact me at **734.858.2757**

Respectfully Submitted,

Randa Saghir
Administration Management

C: file

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

PERMIT OFFICE
 33809 MICHIGAN AVE
 WAYNE, MI 48184,
 PHONE (734) 595-6504
 FAX (734) 595-6356

72 HOURS BEFORE ANY
 CONSTRUCTION. CALL
 Various Staff
 (734) 595-6504, Ext: 2009
 FOR INSPECTION



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

PERMIT No A-23109	
ISSUE DATE 1/1/2023	EXPIRES 12/31/2023
REVIEW No	WORK ORDER 79349

PROJECT NAME
GROSSE POINTE WOODS - PAVEMENT RESTORATION

LOCATION
VARIOUS

CITY/TWP
GROSSE POINTE WOODS

PERMIT HOLDER
CITY OF GROSSE POINTE WOODS
 20025 MACK PLAZA DR
 GROSSE POINTE WOODS, MI 48236-2343

CONTRACTOR

CONTACT
JAMES KOWALSKI

CONTACT
 <BLANK>

DESCRIPTION OF PERMITTED ACTIVITY *(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)*

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES, [HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT.

FINANCIAL SUMMARY	
PERMIT FEE	\$0.00
PLAN REVIEW FEE	\$0.00
PARK FEE	\$0.00
OTHER FEE	\$0.00
BOND	\$0.00
INSPECTION DEPOSIT	\$0.00
OTHER BOND	\$0.00
TOTAL COSTS	\$0.00
TOTAL CHECK AMOUNT	\$0.00
CASHIER	DATE
	1/1/2023

DEPOSITOR
LETTER OF CREDIT DEPOSITOR

APPROVED PLANS PREPARED BY	
PLANS APPROVED BY	DATE PLANS APPROVED
	1/1/2023
REQUIRED ATTACHMENTS	
GENERAL CONDITIONS	
INDEMNITY AND INSURANCE ATTACHMENT	
RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT	
www.waynecounty.com/dps_engineering_cpoffice.htm	
<small>(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)</small>	

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

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JAMES KOWALSKI
 PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
 CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY

DATE



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

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

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

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

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

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

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

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

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

- The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
- The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §160.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
- The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

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

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 51, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Resolution No. _____

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

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

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

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

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

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

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

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

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

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

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

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

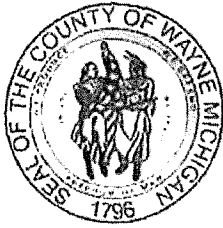
The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

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

Name	Title
_____	_____
_____	_____

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

#305299-v2



Warren C. Evans
County Executive

December 6, 2022

City of Grosse Pointe Woods
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236-2343

RE: A-23142
2023 Annual Permit Package
Wayne County Department of Public Services
Engineering Division – Permit Office

Attention: James Kowalski

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

1. **Annual Maintenance Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:
 - a. Sanitary sewer inspection, repair and routine maintenance;
 - b. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter);
 - c. Other utilities (i.e. natural gas, electric or fiber optic);
 - d. Application of dust palliatives; and
 - e. Repair and replacement of existing sidewalks.

2. **Annual Pavement Restoration Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of pavement repair and restoration.

3. **Annual Permit for Special Events:** The annual permit grants preliminary authorization to a municipality to perform the following:
 - a. Temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
 - b. To use a county road as a detour for traffic around such activity taking place on a non-county road; and/or
 - c. Place a temporary banner within the County right-of-way.



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

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

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

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

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

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

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

http://www.waynecounty.com/dps/construction_permits.htm

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

2023 Annual Permits Package
Wayne County Department of Public Services
Engineering Division – Permit Office
Page 3 of 3



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

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

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

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

Once received, an executed copy will be returned to you for your files. If you have any questions regarding this Annual Permit, please contact me at **734.858.2757**

Respectfully Submitted,

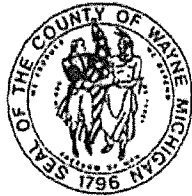
Randa Saghir
Administration Management

C: file

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

PERMIT OFFICE
 33809 MICHIGAN AVE
 WAYNE, MI 48184,
 PHONE (734) 595-6504
 FAX (734) 595-6356

72 HOURS BEFORE ANY
 CONSTRUCTION, CALL
 Various Staff
 (734) 595-6504, Ext: 2009
 FOR INSPECTION



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

PERMIT No A-23142	
ISSUE DATE 1/1/2023	EXPIRES 12/31/2023
REVIEW No	WORK ORDER

PROJECT NAME
GROSSE POINTE WOODS - SPECIAL EVENTS

LOCATION
VARIOUS

CITY/TWP
GROSSE POINTE WOODS

PERMIT HOLDER
**CITY OF GROSSE POINTE WOODS
 20025 MACK PLAZA DR
 GROSSE POINTE WOODS, MI 48236-2343**

CONTRACTOR

CONTACT
JAMES KOWALSKI

CONTACT
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DESCRIPTION OF PERMITTED ACTIVITY **(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)**

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS.

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY. EACH REQUEST FOR A BANNER SHOULD BE SUBMITTED ONE MONTH PRIOR TO INSTALLMENT FOR APPROVAL.
 PLEASE REFER TO ATTACHMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 955-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE.

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ([HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY	
PERMIT FEE	\$0 00
PLAN REVIEW FEE	\$0 00
PARK FEE	\$0 00
OTHER FEE	\$0 00
BOND	\$0 00
INSPECTION DEPOSIT	\$0 00
OTHER BOND	\$0 00
TOTAL COSTS	\$0 00
TOTAL CHECK AMOUNT	
	\$0.00
CASHIER	DATE
	1/1/2023

DEPOSITOR

LETTER OF CREDIT DEPOSITOR

APPROVED PLANS PREPARED BY

PLANS APPROVED BY	DATE PLANS APPROVED
	1/1/2023

REQUIRED ATTACHMENTS
 GENERAL CONDITIONS
 ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES
 ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES
 SAMPLE COMMUNITY RESOLUTION
 RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
www.waynecounty.com/dps_engineering_cpoffice.htm

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

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

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JAMES KOWALSKI
 PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
 CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY

DATE



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

**Annual Special Events for Municipalities
Road Closure/Detour Guidelines**

An Annual Permit granting permission to temporarily close a County road for a reasonable length of time for a parade, marathon, celebration, festival or similar activity, or to use a County road as a detour for traffic around such activity taking place on a non-County road may be issued by the Permit Office to a governing body of a city, incorporated village or township.

A permit, granting authorization to close County roads and to set detours over County roads may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the commencement of a road closure. Each request shall be submitted on municipal letterhead and include the following information:

- a) The nature of the activity for which the permit is requested;
- b) The dates and times it is proposed to close and reopen the County road to traffic;
- c) The roads and/or portions of roads to be closed;
- d) The proposed detour route or routes, including a map if necessary to clearly describe the proposed detour.

The written request shall be sent to the following offices:

Wayne County Permit Office
33809 Michigan Ave
Wayne MI 48184

Wayne County Division of Roads
Traffic Operations Office
29900 Goddard Road
Romulus MI 48242

Upon approval of the request, a permit will be issue authorizing the special event activities.

Permit Conditions:

1. All roads temporarily closed under the permit shall be County local roads, as certified under Act 51, P.A. 1951, with residential frontage exclusive of section line (mile roads), quarter section line (collector roads) and border line roads.
2. Road closures authorized under the permit shall not be for the purpose of allowing private commercial activities such as advertising or the sale of goods, wares or produce.
3. The Permit Holder, at no expense to the County, shall provide any necessary police supervision.
4. Road closures authorized under the permit shall not have the effect of depriving property which is not adjacent to the section of road being closed from continuous uninterrupted access to the main public road system.
5. The closure or partial closure of the road and any detour route selected shall allow alternative routes for the reasonably safe and convenient movement of traffic.
6. Road closures authorized by the permit shall not exceed the approved duration, generally between 24 and 72 hours.
7. The Permit Holder shall, at no expense to the County, install, maintain and remove all traffic control devices required for the temporary road closure and detour routes.
8. All traffic control devices installed in conjunction with the road closure or partial closure and any detour route shall conform to the provisions of the current MMUTCD.
9. The Permit Holder shall, at its sole expense, immediately following conclusion of the permitted activity clean up and remove any litter, debris, refuse, etc., placed or left in the right-of-way as a result of the permitted activity. In the event that the Permit Holder fails to clean up as required, causing Wayne County to do the cleanup work, the Permit Holder shall reimburse Wayne County any costs incurred to restore the right-of-way.
10. The Permit Holder acknowledges that the County may, at its sole discretion, deny any road closure proposed under the permit.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Banner Attachment for Municipalities
Guidelines**

Pursuant to MCL §247.323, a permit for installation of any banner to be placed within or over County road right-of-way may be issued to a governing body of a city, incorporated village or township. Commercial signs shall not be permitted within the right-of-way of any road under the jurisdiction of the Wayne County.

A permit, authorizing the placement of banners within the County right-of-way may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the placement of banner(s). Each request shall be submitted on municipal letterhead and include the following information:

- a) The activity in connection with which the banner is to be placed;
- b) The location of the proposed installation, including distance to overhead traffic control devices;
- c) A description of the banner, including any legend or symbol thereon;
- d) The height of any overhead banner from the road surface to its lowest point;
- e) The dates the banner will be erected and removed. This period shall not exceed a time specified by the Permit Office. An acceptable period of time for banners to be in place is a total of three (3) weeks, except for Holiday decorations which may be in place for eight (8) weeks;
- f) Such other information as the Permit Office may deem necessary.

Upon approval of the request, a permit will be issue authorizing the special event activities.

Design & Placement Requirements

- a) Any banner shall be designed, installed and located so as to avoid danger to those using the road or undue interference with the free movement of traffic or maintenance operations.
- b) Any banner shall be securely fastened so as to have a minimum bottom height of 18 feet above the surface of the traveled way, shall be placed no closer than 100 feet in advance of flashing beacons or traffic control signals and shall be placed so as to not obstruct a clear view of traffic lights, signals or other traffic control devices.
- c) Banners shall not be attached to trees.
- d) No banner shall have displayed thereon any legend or symbol which may in any way be construed to advertise or otherwise promote the sale of or publicize any merchandise or commodity, or which may be construed to be political in nature.
- e) No banner shall have displayed thereon any device that is or purports to be an imitation of, resembles or may be mistaken for a traffic control device or which attempts to direct the movement of traffic.
- f) No banner shall be above ground figures, signs or other structures, objects or devices whether lit or unlit.
- g) Decorations shall not include flashing lights, reflective materials or other devices that may distract motorists.

Permit Conditions

- a) Any authorization may be revoked by the Permit Office if the banner placement becomes dangerous to those using the road or unduly interferes with the free movement of traffic or maintenance operations.
- b) The city, village or township making application shall faithfully fulfill all permit requirements.

An addendum authorization may be revoked by the Permit Office upon failure to comply with any permit conditions.



Wayne County Department of Public Services
Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOH Standard Specifications For Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans and specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Resolution No. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name	Title
_____	_____
_____	_____

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

#305299-v2



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

INVOICE

RECEIVED

DEC 22 2022

November 30, 2022
 Project No: 0160-0458-0
 Invoice No: 0140990

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

CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

Project 0160-0458-0 2022-2023 GIS MAINTENANCE
 PURCHASE ORDER #22-47063
Professional Services from October 24, 2022 to November 20, 2022
 Professional Personnel

PO 47063
 #592-537-977.000
 OK - J.K.
 SM 12/16/22
 FS 12-16-22

	Hours	Rate	Amount
GIS UPDATES			
GRADUATE ENG/SUR/ARC			
MILLER, JEFFREY	.50	90.20	45.10
Addition of grease trap layer to GIS database			
MILLER, JEFFREY	.50	90.20	45.10
Addition of street sign and new tree data to Portal basemap			
MILLER, JEFFREY	1.00	90.20	90.20
Export of voter precinct map for Heidi Korte			
MILLER, JEFFREY	1.00	90.20	90.20
Water Main Break Updates			
ENGINEERING AIDE III			
KOWALCHICK, ANTHONY	.50	75.60	37.80
add meters to GIS			
KOWALCHICK, ANTHONY	3.90	75.60	294.84
add missing plan to GIS, add 2008 videos and adjust leads			
KOWALCHICK, ANTHONY	4.50	75.60	340.20
add parking meters to GIS			
KOWALCHICK, ANTHONY	10.90	75.60	824.04
add street signs to GIS			
KOWALCHICK, ANTHONY	3.70	75.60	279.72
finish adding meters to GIS			
KOWALCHICK, ANTHONY	.50	75.60	37.80
start adding meeters to GIS			
KOWALCHICK, ANTHONY	3.00	75.60	226.80
update Allard Ave, 2021 watermain replacement, and update manhole numbers			
KOWALCHICK, ANTHONY	1.80	75.60	136.08
update watermain breaks, add trees and remove trees			
Totals	31.80		2,447.88
Total Labor			2,447.88

Billing Limits	Current	Prior	To-Date
Total Billings	2,447.88	12,621.28	15,069.16
Limit			21,000.00
Remaining			5,930.84
Total this Invoice			\$2,447.88

Project	0160-0458-0	2022-2023 GIS MAINTENANCE	Invoice	0140990
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Outstanding Invoices

Number	Date	Balance
0138742	9/13/2022	(684.06)
0140571	11/2/2022	6,821.22
Total		6,137.16

pd
12/8/22



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

December 1, 2022
Project No: 0160-0433-0
Invoice No: 0140993

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

Project 0160-0433-0 ALLARD RD RECON. CHESTER/HARPER (WCL)

PURCHASE ORDER #21-46705 - \$190,000.00
FOR: CONSTRUCTION OBSERVATION, CONTRACT ADMINISTRATION
Professional Services from October 24, 2022 to November 20, 2022
Professional Personnel

	Hours	Rate	Amount	
RESEARCH/REVIEW				
PRINCIPAL ENGINEER	.50	111.20	55.60	
CONTRACT ADMINISTRATION				
LICENSED ENG/SUR/ARC	6.00	111.20	667.20	
TEAM LEADER	2.50	90.20	225.50	
ENGINEERING AIDE III	2.70	75.60	204.12	
CONSTRUCTION OBSERVATION				
ENGINEERING AIDE III	33.00	75.60	2,494.80	
Totals	44.70		3,647.22	
Total Labor				3,647.22

Billing Limits	Current	Prior	To-Date	
Total Billings	3,647.22	183,153.31	186,800.53	
Limit			190,000.00	
Remaining			3,199.47	
		Total this Invoice		\$3,647.22

Outstanding Invoices

Number	Date	Balance
0140548	11/3/2022	2,989.90
Total	<i>Pd 12/18/22</i>	2,989.90

RECEIVED

DEC 22 2022

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

*PO 46705
#202-451-974-201 \$1,823.61
#203-451-974-201 \$1,823.61
OK - J.K
SM 12/16/22
FI 12-16-22*



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

December 1, 2022
Project No: 0160-0450-0
Invoice No: 0140994

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

Project 0160-0450-0 2022 MISC CONCRETE REPAIR PROGRAM
PURCHASE ORDER #22-47268 - \$104,000.00
FOR: CONTRACT ADMIN., AND CONSTRUCTION OBSERVATION
Professional Services from October 24, 2022 to November 20, 2022

Professional Personnel

	Hours	Rate	Amount	
CONTRACT ADMINISTRATION				
TEAM LEADER	6.00	90.20	541.20	
ENGINEERING AIDE III	11.70	75.60	884.52	
ENGINEERING AIDE I	.40	60.40	24.16	
CONSTRUCTION OBSERVATION				
ENGINEERING AIDE III	78.00	75.60	5,896.80	
Totals	96.10		7,346.68	
Total Labor				7,346.68

Billing Limits	Current	Prior	To-Date	
Total Billings	7,346.68	37,056.37	44,403.05	
Limit			104,000.00	
Remaining			59,596.95	
		Total this Invoice		\$7,346.68

Outstanding Invoices

Number	Date	Balance
0140551	11/3/2022	19,150.48
Total	<i>pd 12/18/22</i>	19,150.48

RECEIVED

DEC 22 2022

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

*PO 47268
202-451-974-201 \$ 3,085.61
585-561-978-300 \$ 4,261.07
OK - J.K
SM 12/10/22
FS 12-16-22*



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

INVOICE

December 1, 2022
Project No: 0160-0453-0
Invoice No: 0140995

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

Project 0160-0453-0 2022 SEWER CCTV INVESTIGATION

PURCHASE ORDER #22-47271 - \$25,000.00
FOR: CONTRACT ADMIN., UPDATING GIS, CCTV REVIEW

Professional Services from October 24, 2022 to November 20, 2022

Professional Personnel

	Hours	Rate	Amount	
QUANTITIES				
ENGINEERING AIDE II	1.50	66.90	100.35	
CONTRACT ADMINISTRATION				
TEAM LEADER	3.00	90.20	270.60	
ENGINEERING PLAN REVIEW				
GRADUATE ENG/SUR/ARC	3.00	90.20	270.60	
GIS UPDATES				
ENGINEERING AIDE III	28.00	75.60	2,116.80	
Totals	35.50		2,758.35	
Total Labor				2,758.35

Billing Limits	Current	Prior	To-Date	
Total Billings	2,758.35	19,675.19	22,433.54	
Limit			25,000.00	
Remaining			2,566.46	
		Total this Invoice		\$2,758.35

RECEIVED

DEC 22 2022

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

PO 47271
592-537-975.004 JK
SM 12/16/22
FS 12-16-22



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

INVOICE

December 1, 2022
Project No: 0160-0454-0
Invoice No: 0140996

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

Project 0160-0454-0 2022 SEWER REHAB BY FULL LENGTH CIPP LIN
PURCHASE ORDER #22-47272 - \$45,200.00
FOR: CONTRACT ADMINISTRATION
Professional Services from October 24, 2022 to November 20, 2022

Professional Personnel

	Hours	Rate	Amount	
CONTRACT ADMINISTRATION				
TEAM LEADER	2.00	90.20	180.40	
ENGINEERING AIDE III	4.40	75.60	332.64	
ENGINEERING AIDE I	.70	60.40	42.28	
Totals	7.10		555.32	
Total Labor				555.32

Billing Limits	Current	Prior	To-Date	
Total Billings	555.32	30,907.42	31,462.74	
Limit			45,200.00	
Remaining			13,737.26	
		Total this Invoice		\$555.32

PO 47272
592-537-976.001
ok - J.K
Sm 12/16/22
FS 12-16-22

RECEIVED
DEC 22 2022
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT



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

INVOICE

December 1, 2022
 Project No: 0160-0459-0
 Invoice No: 0140997

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

RECEIVED
 DEC 22 2022

Project 0160-0459-0 2022-2023 GENERAL ENGINEERING
 PURCHASE ORDER #22-47065 - \$15,000.00
Professional Services from October 24, 2022 to November 20, 2022

Professional Personnel

	Hours	Rate	Amount	
RESEARCH/REVIEW				
PRINCIPAL ENGINEER				
LOCKWOOD, SCOTT	2.00	111.20	222.40	
GENERAL				
LICENSED ENG/SUR/ARC				
WILBERDING, ROSS	1.50	111.20	166.80	
Act 51 non-motorized report				
WILBERDING, ROSS	2.50	111.20	278.00	
Meeting to discuss upcoming construction committee budget meetings, SRF ITA's				
WILBERDING, ROSS	1.50	111.20	166.80	
EV Charging station seminar				
WILBERDING, ROSS	.50	111.20	55.60	
Final draft of SRF ITA				
WILBERDING, ROSS	1.00	111.20	111.20	
Printing SRF ITA's for meeting with city. Starting construction budget spreadsheet for FY23				
Totals	9.00		1,000.80	
Total Labor				1,000.80

Billing Limits	Current	Prior	To-Date
Total Billings	1,000.80	4,247.84	5,248.64
Limit			15,000.00
Remaining			9,751.36

Total this Invoice \$1,000.80

Outstanding Invoices

Number	Date	Balance
0140555	11/3/2022	2,413.04
Total		2,413.04

Pd 12/12/22

*PO 47065
 # 101-441-818.000 \$333.60
 # 101-444-818.000 \$333.60
 # 592-537-818.000 \$333.60
 OK - J.K.
 SM 12/16/22*

FS 12-16-22



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

INVOICE

December 9, 2022
Project No: 0160-0430-0
Invoice No: 0141378

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

Project 0160-0430-0 SEWER REHABILITATION - OPEN CUT
FOR: CONSTRUCTION INSPECTION AND CONTRACT ADMINISTRATION
PURCHASE ORDER #20-46059

Professional Services from October 24, 2022 to November 20, 2022

Professional Personnel

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
TEAM LEADER	4.00	90.20	360.80
ENGINEERING AIDE III	3.40	75.60	257.04
Totals	7.40		617.84
Total Labor			617.84

Billing Limits	Current	Prior	To-Date
Total Billings	617.84	122,011.28	122,629.12
Limit			175,000.00
Remaining			52,370.88
		Total this Invoice	\$617.84

Outstanding Invoices

Number	Date	Balance
0140696	11/10/2022	2,087.92
Total		2,087.92

pd 12/8/22

*PO 46059
592-537-976.001
OK - J.K
SM 12/14/22
FS 12-16-22*

RECEIVED
DEC 22 2022
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT



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

INVOICE

December 9, 2022
Project No: 0160-0435-0
Invoice No: 0141379

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

Project 0160-0435-0 2021 MISC. CONCRETE REPAIR

P.O. 21-46682

FOR: CONSTRUCTION INSPECTION AND ADMINISTRATION

Professional Services from October 24, 2022 to November 20, 2022

Professional Personnel

	Hours	Rate	Amount	
CONTRACT ADMINISTRATION				
TEAM LEADER	3.00	90.20	270.60	
ENGINEERING AIDE III	.50	75.60	37.80	
Totals	3.50		308.40	
Total Labor				308.40

Billing Limits	Current	Prior	To-Date	
Total Billings	308.40	82,420.20	82,728.60	
Limit			109,000.00	
Remaining			26,271.40	
		Total this Invoice		\$308.40

RECEIVED

DEC 22 2022

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

PO 46682
 # 202-451-974.201 \$ 70.93
 # 203-451-974.201 \$ 46.26
 # 585-561-978.300 \$ 120.28
 # 592-537-975.401 \$ 70.93
 OK - J.R.
 SM 12/16/22
 FI 12-16-22



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

01071 Schwaner Road Grosse Pointe Woods, MI 48236
588.726.1239 www.aew.com

December 15, 2022

Shawn Murphy
City of Grosse Pointe Woods
20025 Mack Avenue
Grosse Pointe Woods, MI 48236

RECEIVED

DEC 22 2022

Reference: Recommendation for Payment
Sewer System Evaluation
AEW Project No. 0160-0449

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Dear Mrs. Murphy:

Enclosed please find the invoice for payment to HESCO for the above referenced project. For furnishing, installing and training on new level sensor devices we recommend issuing payment for the Amount Due of **\$68,050.00** to HESCO, 29770 Hudson Drive, Novi, MI, 48377.

If you have any questions, please advise.

Sincerely,

DocuSigned by:
Ross Wilberding
205B23CECB0242B...

Ross Wilberding, PE

cc: Jim Kowalski, DPW Director
Frank Schulte, City Administrator
Jeanne Duffy
Susan Como
HESCO

Enclosure: HESCO Invoice

*PO 47035
592-537-977.000
OK - J.K
SM 12/22/22
FS 12-22-22*

M:\0160\0160-0449\ConstServices\PayEst\HESCO\RecLetterHESCO.docx



Knowledgeable • Professional • Attentive • Likeable

29770 Hudson Drive Novi, MI 48377
Phone: (586) 978-7200
hesco-mi.com

Invoice No. 2213986

Date: 11/02/2022

Billed To: Grosse Pointe Woods, City of
Accounts Payable
20025 Mack Plaza Drive
Grosse Pointe Woods MI 48236

Contract ID:
HESCO Project: 20221970BS Grosse Pointe Woods Trimble Install

Contact: Ross Wilberding(AEW) P.O.# 22-47035

Salesperson: Aloysius Koszewski **Due Date:** 12/02/2022

Description	Unit	Qty	Rate	Amount
Trimble Ultrasonic Level RU-35, 2 analog, 2 digital, 2 comms inputs, HSPA, Ext Antenna Conn, Bluetooth, TRMB Act Smart Ultrasonic Transmitter Burial Antenna LTE Comm Cable for RU-35	Each	15.00	3,500.00	52,500.00
Trimble Data Service Data service Plan (Annual per site) Includes API to make data accessible to SCADA system	Each	15.00	250.00	3,750.00
HESCO Field Service Services of Confined Space Entry team to install the Trimble level Sensors	Days	2.00	5,000.00	10,000.00
HESCO Field Service One day of training and assistance with integrating data into SCADA system	Day	1.00	1,800.00	1,800.00

Notes:

Non-Taxable Amount:	11,800.00
Taxable Amount:	56,250.00
Sales Tax:	0.00
Total Invoice	68,050.00
Payments/Credits:	0.00
Amount Due	68,050.00



HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

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

December 9, 2022
Invoice No: 21849 - 66

Project 21849 Grosse Pointe Woods Building Services

Professional Services from November 1, 2022 to November 30, 2022

Building Department Services - 85% of Revenue

Contract Amount

SM ✓

Number of Permit Revenue 64,014.00
Fee Each .85
Total Fee 54,411.90

Total Fee \$54,411.90

Vehicle Credit (500.00)
Total (\$500.00)

Invoice Total \$53,911.90

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

Email: cbehrens@gpwmi.us

101 180 818 000

RECEIVED
DEC 22 2022
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

SM 12/20/22

FS 12-20-22



HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

December 19, 2022

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

Invoice No: 22-064 - 3

Project 22-064 Grosse Pointe Woods Planning Services
Professional Services from November 1, 2022 to November 30, 2022

Professional Hourly Services

	Hours	Rate	Amount
Senior Planner			
	3.50	100.00	350.00
Examined regulations regarding the teen clinic proposed for Grosse Pointe North High School.			
	5.00	100.00	500.00
Prepare for and attend the Grosse Pointe Woods Planning Commission meeting on November 22, 2022.			
Assistant Planner			
	1.75	85.00	148.75
Prepare and transmit the agenda packet for November 22, 2022 Planning Commission meeting to Board Members.			
	1.50	85.00	127.50
Prepare draft 2023 Planning Commission meeting dates and notification deadlines.			
Total			\$1,126.25

RECEIVED

DEC 22 2022

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Review Services

20100 Mack Avenue Rezoning Review

Rezoning Review - \$700 + \$50/acre

\$750.00

694 Peach Tree Lane Residential Variance Review

Flat Fee \$200

\$200.00

19483 Mack Avenue Commercial Variance Review

Flat Fee \$500

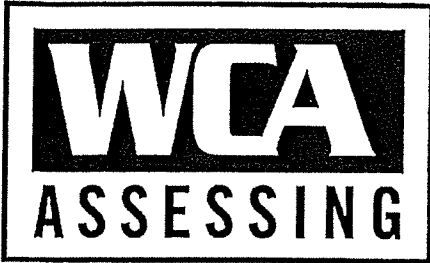
\$500.00

101180818000

SM 12/20/22

Invoice Total \$2,576.25

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



RECEIVED

DEC 22 2022

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

December 15, 2022

Invoice 12152022

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

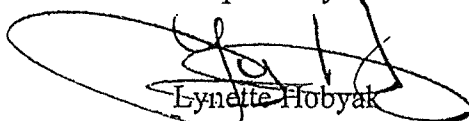
RE: January 2023 Services

For contract assessing services rendered:

Contract Fee (\$82,007 ÷ 12)..... \$ 6,833.50

TOTAL AMOUNT DUE \$ 6,833.50

Respectfully submitted,


Lynette Hobyak
Business Manager

101224818000

SM 12/10/22

FB 12-16-22

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

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

York, Dolan & Tomlinson, P.C.

INVOICE

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

Invoice # 56
Date: 01/04/2023
Due On: 02/03/2023

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

RECEIVED

JAN 05 2023

00003-City of Grosse Pointe Woods

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Planning and Zoning

Type	Date	Notes	Quantity	Rate	Total
Service	12/02/2022	GPPSS - TC w/ Mayor Pro Tem; Rec and Rev email from Schulte; TC w/ Schulte	0.50	\$155.00	\$77.50
Service	12/05/2022	Research GPPSS clinic; TC w/ Abramson; TC to Schulte	1.70	\$155.00	\$263.50
Service	12/06/2022	Rec and Rev (2)email re: Mack rezoning; Reply email	0.20	\$155.00	\$31.00
Service	12/08/2022	Rec and Rev email w/ correspondence from GPPSS attorney re: clinic; Email Schulte	0.90	\$155.00	\$139.50
Service	12/12/2022	Rec and Rev email from Schulte; Reply email; Research; Dictate correspondence to City Council.	2.90	\$155.00	\$449.50
Service	12/13/2022	Revise correspondence; Dictate	1.60	\$155.00	\$248.00
Service	12/20/2022	Prepare and attend City Council meeting	2.00	\$155.00	\$310.00
Service	12/21/2022	Prepare GPN-Corewell Statement; Email Schulte	0.70	\$155.00	\$108.50
Subtotal					\$1,627.50

00008-City of Grosse Pointe Woods

Prosecutions

Type	Date	Notes	Quantity	Rate	Total
Service	12/05/2022	Rec and Rev email from DPS re: Trespass notice; Research; Reply email	0.90	\$155.00	\$139.50
Service	12/06/2022	P v Tuthill - Rec and Rev (2) emails from victim; (2) reply emails	0.30	\$155.00	\$46.50

Invoice # 56 - 01/04/2023

Service	12/07/2022	Prepare and attend municipal prosecutions	2.40	\$155.00	\$372.00
Service	12/07/2022	P v Herbert - Rec and Rev corresp. re: Motion to Set Aside conviction from AG	0.20	\$155.00	\$31.00
Service	12/14/2022	Prepare and attend pretrials	2.40	\$155.00	\$372.00
Service	12/19/2022	P v Bricolas - Rec and Rev Motion to Set Aside Conviction , NOH and ROA; Open file	0.50	\$155.00	\$77.50
Service	12/20/2022	P v Nelson - Rec and Rev (2) emails from D's atty.; Reply email	0.30	\$155.00	\$46.50
Service	12/20/2022	P v - Frontera - Rec and Rev email from D's atty.; Reply email; (2) texts from Court; (2) Reply text	0.40	\$155.00	\$62.00
Service	12/21/2022	Prepare and attend pretrials	2.00	\$155.00	\$310.00
Service	12/21/2022	P v Kozarski - TC w/ DB	0.20	\$155.00	\$31.00
Service	12/22/2022	P v Glasko - Rec and Rev Motion to Set Aside Conviction	0.40	\$155.00	\$62.00
				Subtotal	\$1,550.00
				Total	\$3,177.50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
56	02/03/2023	\$3,177.50	\$0.00	\$3,177.50	
				Outstanding Balance	\$3,177.50
				Total Amount Outstanding	\$3,177.50

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

Please pay within 30 days.

101210801.100 \$1550.00
 101210801.200 \$1627.50

SM 1/4/23
 FS 1-4-23

Council Minutes Excerpt
12-19-22

Motion by McConaghy, seconded by Granger, regarding **First Reading: Ordinance Amendment to Sections 2-674 and 2-677 of the Purchasing Ordinance**, that the City Council amend this ordinance, set a date of January 9, 2023, for a second reading and final adoption, and to authorize the City Clerk to publish same by title in the Grosse Pointe News.

Motion carried by the following vote:

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

RECEIVED
DEC 22 2022
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

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

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Melanie Mahoney
being duly sworn deposes and says that attached advertisement of

City of Grosse Pointe Woods
was duly published in accordance with instructions, in the GROSSE POINTE NEWS on
the following date:

December 22, 2022

#3 GPW 2ND READ CODE ORDS

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

Melanie Mahoney

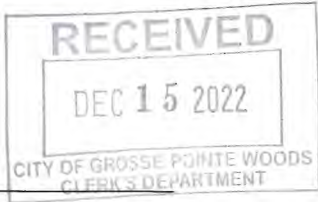
Joan F Hoover
Notary Public

City of **Grosse Pointe Woods**, Michigan
NOTICE IS HEREBY GIVEN that the City Council will be considering the following proposed Ordinance amendment for a second reading at its meeting scheduled for Monday, January 9, 2023 at 7:00 p.m. in the Council Chambers/Court Room of the Robert E. Novitke Municipal Center. The proposed Ordinance amendment is available for public inspection at the Municipal Center, 20025 Mack Plaza, between 8:30 a.m. and 5:00 p.m., Monday through Friday. The Council meeting is open to the public. All interested persons are invited to attend.
AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF GROSSE POINTE WOODS, CHAPTER 2, ADMINISTRATION, ARTICLE VII, FINANCE; DIVISION 4, PURCHASING; TO AMEND SECTION 2-674 AND 2-677 TO AMEND THE PURCHASING ORDINANCE TO INCREASE THE THRESHOLD FOR COUNCIL APPROVAL FROM \$5,000 TO \$10,000, WITH FUTURE ADJUSTMENTS TO THE AMOUNT TO BE DETERMINED BY THE COUNCIL.
Paul P. Antolin
City Clerk

JOAN F. HOOVER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Comm. Exp. 01/01/23
Residing in the County of *Wayne*
Date: *12.21.22*



CITY OF GROSSE POINTE WOODS
MEMORANDUM



Date: December 14, 2022

To: Mayor and City Council

From: Frank Schulte, City Administrator FS

Subject: Ordinance Amendment to Increase the Purchasing Threshold from \$5,000 to \$10,000

As you know, On November 8, 2022, voters approved the following Charter Amendment:

A Charter amendment approved in 1989 provides that sales, purchases, and contracts of more than five thousand dollars (\$5,000.00) shall be approved by City Council with competitive bidding required above that amount unless waived by the city council. To adjust for inflation and to reduce administrative costs, it is proposed that Section 8.8 of the Charter be amended to increase from five thousand dollars (\$5,000.00) to ten thousand dollars (\$10,000.00), this threshold amount for such approvals by council, with future adjustments to this amount to be determined according to procedure established by ordinance.

City Attorney Walling prepared the attached ordinance amendment by adding Sections 2-674 and 2-677 to be inclusive of the above proposal language.

Attachment

ORDINANCE # _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF GROSSE POINTE WOODS, CHAPTER 2, ADMINISTRATION, ARTICLE VII, FINANCE; DIVISION 4, PURCHASING; TO AMEND SECTIONS 2-674 AND 2-677 TO AMEND THE PURCHASING ORDINANCE TO INCREASE THE THRESHOLD FOR COUNCIL APPROVAL FROM \$5,000 TO \$10,000, WITH FUTURE ADJUSTMENTS TO THE AMOUNT TO BE DETERMINED BY THE COUNCIL

THE CITY OF GROSSE POINTE WOODS ORDAINS:

Section 1. Ordinance Amendment.

Chapter 2, Administration, Article VII, Finance; Division 4, Purchasing; Sections 2-674 and 2-677 are hereby amended to read as follows:

Sec. 2-674. - Requisitions.

All departments, divisions, commissions and other agencies shall submit to the *purchasing* officer a requisition for the *purchase* of any equipment, materials, supplies and services upon a standard requisition form as approved by such officer. Whenever the cost involved is less than ~~\$5,000.00~~ **\$10,000**, the *purchasing* officer, in the officer's sole judgment, may require that quotations be obtained before any particular *purchase* is made. **Adjustments to this amount may be made by Council resolution.**

(Code 1975, § 1-12-3; Code 1997, § 2-593)

Sec. 2-677. - Formal contract procedure.

Except as otherwise provided in [section 8.8](#) and [section 13.6](#) of the City Charter, **and subject to any adjustments to this amount made by Council resolution**, all *purchases* and contracts of ~~\$5,000.00~~ **\$10,000** or greater shall be made by competitive bidding and shall be by written contract with the lowest qualified bidder, pursuant to the following procedure:

(1) Notice of inviting bids. The notice for inviting bids shall include a general description of the equipment, materials, supplies or services to be *purchased* or acquired, shall state where specifications and bid sheets may be procured, and the time and place when and where the bids will be opened.

a. Published notice. The notice inviting bids shall be given at least seven days before the date upon which the bids are to be opened. Such notice shall be published at least once in the designated official newspaper.

b. Bidders' list. The *purchasing* officer shall also solicit sealed bids from all qualified prospective suppliers whose names have been placed upon the bidders' list or who shall have requested, in writing, that their names be added to such list.

c. Bulletin board. The *purchasing* officer may also advertise pending *purchases* by a notice on a public bulletin board located in the municipal building.

(2) Bidder's security. When deemed necessary by the *purchasing* officer, a bidder's security may be prescribed in the public notices inviting bids. Bidders shall be entitled to the return of their bid security; provided that a successful bidder shall forfeit such bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been made, unless the city is responsible for the delay. The council may, on refusal or failure of the successful bidder to execute the contract, award the contract to the next lowest qualified bidder. If the council awards the contract to the next lower bidder, the amount of the lowest bidder's security, if deemed forfeited by the council, shall be applied by the city to the difference between the low bid and the second low bid and the surplus, if any, shall be returned to the lowest bidder, and should there be any deficiency, the city may recover its damages against the bidder whose bid security has been so forfeited.

(3) Bid opening procedure. Sealed bids shall be submitted to the *purchasing* officer and shall be identified as bids on the envelope as may be required by the *purchasing* officer. Bids shall be opened in public at the time and place stated in the bid notice. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than 30 calendar days after the bid opening.

(4) Rejection of bids. At its discretion, the council may reject any or all bids presented.

(5) Award of contract. Contracts shall be awarded by the council to the lowest qualified bidder, except as otherwise provided in this section and by the City Charter.

(6) Bonds. The council may require the successful bidder to furnish bonds in such nature and amounts as will meet statutory requirements or as may be necessary for the protection of the best interests of the city. Any bond requirements shall be set forth in the published notice inviting bids, or in the specifications for the *purchase*. No contract shall be executed by the city until the bond requirements are met.

(7) Insurance. The council shall have authority to require sufficient types of insurance as it may deem necessary and in such amounts as it shall find reasonably necessary to protect the best interests of the city. If the council requires such insurance, the type and amount of insurance shall be described in the notice inviting bids or within the specifications. No contract shall be executed by the city until the insurance requirements are met.

(8) Voting by council. In order to award any contract or accept any proposed bid for an amount in excess of the lowest contract price bid or the lowest proposed bid under consideration, the minimum affirmative vote of five members of the council shall be required to award such contract or accept such bid.

(Code 1997, § 2-596; Ord. No. 678, § 1, 9-12-1994)

ORDINANCE # _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF GROSSE POINTE WOODS, CHAPTER 2, ADMINISTRATION, ARTICLE VII, FINANCE; DIVISION 4, PURCHASING; TO AMEND SECTIONS 2-674 AND 2-677 TO AMEND THE PURCHASING ORDINANCE TO INCREASE THE THRESHOLD FOR COUNCIL APPROVAL FROM \$5,000 TO \$10,000, WITH FUTURE ADJUSTMENTS TO THE AMOUNT TO BE DETERMINED BY THE COUNCIL

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(Code 1975, § 1-12-3; Code 1997, § 2-593)

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a. Published notice. The notice inviting bids shall be given at least seven days before the date upon which the bids are to be opened. Such notice shall be published at least once in the designated official newspaper.

b. Bidders' list. The purchasing officer shall also solicit sealed bids from all qualified prospective suppliers whose names have been placed upon the bidders' list or who shall have requested, in writing, that their names be added to such list.

c. Bulletin board. The purchasing officer may also advertise pending *purchases* by a notice on a public bulletin board located in the municipal building.

(2) Bidder's security. When deemed necessary by the purchasing officer, a bidder's security may be prescribed in the public notices inviting bids. Bidders shall be entitled to the return of their bid security; provided that a successful bidder shall forfeit such bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been made, unless the city is responsible for the delay. The council may, on refusal or failure of the successful bidder to execute the contract, award the contract to the next lowest qualified bidder. If the council awards the contract to the next lower bidder, the amount of the lowest bidder's security, if deemed forfeited by the council, shall be applied by the city to the difference between the low bid and the second low bid and the surplus, if any, shall be returned to the lowest bidder, and should there be any deficiency, the city may recover its damages against the bidder whose bid security has been so forfeited.

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(5) Award of contract. Contracts shall be awarded by the council to the lowest qualified bidder, except as otherwise provided in this section and by the City Charter.

(6) Bonds. The council may require the successful bidder to furnish bonds in such nature and amounts as will meet statutory requirements or as may be necessary for the protection of the best interests of the city. Any bond requirements shall be set forth in the published notice inviting bids, or in the specifications for the purchase. No contract shall be executed by the city until the bond requirements are met.

(7) Insurance. The council shall have authority to require sufficient types of insurance as it may deem necessary and in such amounts as it shall find reasonably necessary to protect the best interests of the city. If the council requires such insurance, the type and amount of insurance shall be described in the notice inviting bids or within the specifications. No contract shall be executed by the city until the insurance requirements are met.

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(Code 1997, § 2-596; Ord. No. 678, § 1, 9-12-1994)

Council Minutes Excerpt
12-19-22

Motion by Gafa, seconded by McConaghy, regarding **First Reading: Rezoning Request 20100 Mack Avenue – Justin Buccellato**, that the City Council concur with the recommendation of the Planning Commission at their meeting held on December 13, 2022, and approve the rezoning request from a P-1 to RO-1 at 20100 Mack Avenue, set a date of January 9, 2023, for a second reading and final adoption, and to authorize the City Clerk to publish same by title in the Grosse Pointe News.

Ms. Smith of McKenna answered questions from Council regarding clarification of zoning P-1 and RO-1.

Motion carried by the following vote:

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

RECEIVED
DEC 22 2022
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

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

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

City of Grosse Pointe Woods

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

December 22, 2022

#4 GPW 2ND READ REZONING

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

Melanie Mahoney

Joan F. Hoover
Notary Public

JOAN F. HOOVER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Comm. Exp. 01/20/23
Acting in the County of Wayne
Date 12/21/2022

City of **Grosse Pointe Woods**, Michigan
NOTICE IS HEREBY GIVEN that the City Council will be considering the following proposed rezoning request for a second reading at its meeting scheduled for Monday, January 9, 2023 at 7:00 p.m. in the Council Chambers/Court Room of the Robert E. Novitke Municipal Center.
An applicant proposed rezoning of approximately 0.14 acres of land from P-1 Parking, to RO-1 Restricted Office District. The proposed rezoning includes the following property: 20100 Mack Avenue, PN: 40-012-05-0090-000. Land situated in the City of Grosse Pointe Woods, County of Wayne, and State of Michigan, described as follows: Lot 90, Fairholme No. 1, according to the plat thereof, as recorded in Liber 68 of Plats, Page 84, Wayne County Records.
The proposed rezoning request is available for public inspection at the Municipal Center, 20025 Mack Plaza, between 8:30 a.m. and 5:00 p.m., Monday through Friday. The Council meeting is open to the public. All interested persons are invited to attend.
Paul P. Antolin
City Clerk

The next item on the agenda was **Public Hearings.**

MOTION by Gilezan, seconded by Bailey, to open the public hearing for the proposed rezoning at 20100 Mack Avenue.

Motion carried by the following vote:

YES: Bailey, Fenton, Fuller, Gerhart, Gilezan, Hamborsky,
NO: None
Absent: McNelis, O'Keefe
Abstain: Vitale

Chair Fuller opened the public hearing for proposed rezoning of 20100 Mack Avenue.

Planner Boettcher presented the review of the rezoning with the findings of fact.

No comments from the public.

MOTION by Gilezan, seconded by Bailey, to close the public hearing for the proposed rezoning at 20100 Mack Avenue.

Motion carried by the following vote:

YES: Bailey, Fenton, Fuller, Gerhart, Gilezan, Hamborsky,
NO: None
Absent: McNelis, O'Keefe
Abstain: Vitale

Chair Fuller closed the public hearing.

The next item on the agenda was **Rezoning Application for 20100 Mack Avenue Rezoning.**

MOTION by Gerhart, seconded by Gilezan, to recommend approval of the rezoning at 20100 Mack Avenue from P-1 to RO-1 to City Council.

Motion carried by the following vote:

YES: Bailey, Fenton, Fuller, Gerhart, Gilezan, Hamborsky,
NO: None
Absent: McNelis, O'Keefe
Abstain: Vitale

MOTION by Gilezan, seconded by Gerhart, to immediately certify the previous rezoning recommendation action for immediate effect, to be forwarded to City Council for their review and action.

Motion carried by the following vote:

YES: Bailey, Fenton, Fuller, Gerhart, Gilezan, Hamborsky,
NO: None
Absent: McNelis, O'Keefe
Abstain: Vitale

**THE CITY OF GROSSE POINTE WOODS
PLANNING COMMISSION RESOLUTION
RECOMMENDING APPROVAL OF THE REZONING REQUEST
FROM JUSTIN BUCCELLATO**

Minutes of a regular meeting of the Planning Commission of the City of Grosse Pointe Woods, County of Wayne, State of Michigan, held on December 13, 2022.

PRESENT: Members Bailey, Fenton, Fuller, Gerhart, Gilezan, Hamborsky, Vitale

ABSENT: Members McNelis, O’Keefe

ABSTAINING: Member Vitale

The following preamble and resolution were offered by Member Gerhart and seconded by Member Gilezan:

WHEREAS, Petitioner has submitted a rezoning request for property located at 20100 Mack Avenue to an RO-1 Restricted Office zoning classification for the continuous legal use of an existing office building on said property; and,

WHEREAS, said property currently holds a zoning classification of P-1 Vehicular Parking, rendering the existing office building nonconforming; and,

WHEREAS, the Grosse Pointe Woods Planning Commission conducted a public hearing pursuant to and in full compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976;

NOW THEREFORE BE IT HEREBY RESOLVED, the Planning Commission recommends that the City Council approve the rezoning request.

The factual findings and reasons for these recommendations are based on the record and supporting documentation submitted as of this date including the agenda items received and placed on file, as well as the comments and representations made at the public hearing before this body on December 13, 2022. The proposed rezoning:

1. Corrects an inconsistency in the current Zoning Map, where said property, containing an existing office building is an isolated zone of P-1 along a corridor of RO-1-compatible structures and uses;
2. Is consistent with the goals, policies, and objectives of the Master Plan;
3. Is compatible with the mix of uses permitted in the surrounding districts;
4. Will not strain the capacity of the City's utilities and services, which are sufficient to accommodate the uses permitted in the requested district;
5. Will not generate traffic beyond what the street system is capable of safely and efficiently accommodating;
6. Lies within reasonable boundaries in relationship to surroundings.

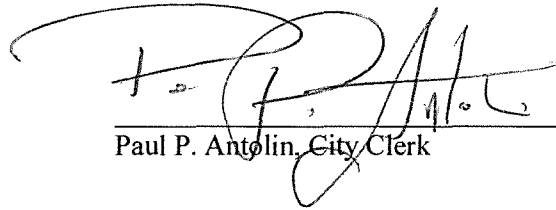
Immediate Consideration: Having reviewed this Resolution, the Grosse Pointe Woods Planning Commission moves for immediate adoption of this Resolution.

AYES: Bailey, Fenton, Fuller, Gerhart, Gilezan, Hamborsky

NAYS: None

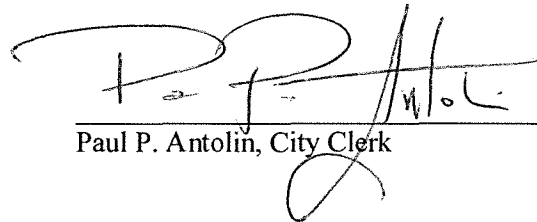
ABSTENTIONS: Vitale

RESOLUTION DECLARED ADOPTED.


Paul P. Antolin, City Clerk

CERTIFICATION

I, Paul P. Antolin, Clerk of the City of Grosse Pointe Woods, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Planning Commission on December 13, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and will be, or have been, made available as required by said Act.


Paul P. Antolin, City Clerk



MCKENNA

November 7, 2022

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

Subject: P-1 to RO-1 Rezoning Request for 20100 Mack Avenue
Parcel ID: 40-012-05-0090-000
Rezoning Review #1
Existing Zoning: P-1, Parking District
Proposed Zoning: RO-1, Restricted Office District

Dear Commissioners,

We have reviewed the above application for consideration of a rezoning request. Justin Buccellato (the "Applicant") requests a rezoning for 20100 Mack Avenue (the "Site") from the Parking to Restricted Office. The site contains an existing two-story office structure and surface parking lot, and the Applicant wishes to correct an error in the Zoning Map and to continue using the building for commercial purposes appropriate within the RO-1 district. This review is based on the application submitted October 27, 2022.



HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

☎ 248.596.0920
☎ 248.596.0930
MCKA.COM

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SUMMARY OF REQUEST

The applicant proposes to rezone the site to bring an existing commercial office structure there into conformance with the Zoning Ordinance. The existing structure onsite was constructed as an office building approximately 30 years ago. It was vacated in September 2022. The applicant wishes to correct the zoning to prepare the site for sale for a future office user.

There is an existing two-story office building with an existing parking lot on the subject parcel. The site sits at the northeast corner of Mack Avenue and Fairholme Road. It shares its eastern boundary with a single-family residence and its northern boundary with additional office uses.

SURROUNDING SITE USES AND ZONING

The following chart provides information on existing land use, current zoning, and future land use.

Location	Existing Land Use	Zoning District	Future Land Use Designation
Subject Site	Vacant office building and parking lot	P-1	Office
North	Office	RO-1	Restricted Office
South	Office	RO-1	Office
East	Single-family residential	R-1D	Single Family Medium Density
West	General commercial	C	General Business/Mixed Use

RECOMMENDATIONS

Rezoning Request Consideration. Pending any comments from the public during the public hearing, we recommend the Planning Commission consider the following motion:

I move to recommend approval of the proposed rezoning at 20100 Mack Avenue (Parcel ID 44-012-05-0090-000) from the P-1 Parking District to the RO-1 Restricted Office District to City Council based on the following finding of fact:

- a. *The subject site has historically been and is anticipated to be used for office; and*
- b. *Continuation of the historic office use of the site conforms to the Master Plan Future Land Use Plan Map, which shows Office use for the subject site and sites up and down the same side of Mack Avenue.*

Respectfully submitted,

McKENNA

Michael Boettcher, AICP



Rezoning Review

1. HARMONY WITH MASTER PLAN

Is the requested rezoning consistent with the goals, policies, and future land use map of the Master Plan? Or, has applicant demonstrated conditions have changed significantly since the Master Plan was developed, and request is demonstrably consistent with the development trends in the area?

Findings:

The 2006 Master Plan Future Land Use Map designates this area as *Office*, described in the text of the Master Plan as, “All areas used for office purposes including professional and medical office complexes”, and being “the least intensive commercial district”. The Master Plan Future Land Use Map shows a mix of Office, Commercial and Institutional uses along the Mack Avenue corridor throughout Grosse Pointe Woods, with the subject site in the middle of an approximately quarter mile stretch of Office-designated Mack frontage. The site itself contains an existing two-story office building of approximately 1,080 square feet alongside an existing nine-space parking lot.

Mack Avenue, being the commercial spine of and providing principal entryways into the community receives special attention in the Master Plan. Elements called out in the Plan related to Mack Avenue include architectural design and parking. The Plan calls the popular “colonial theme” in local architecture “attractive” and “still acceptable as a suitable style.” The design of the building on the subject parcel can be called “colonial” and in fact despite being for office use, the building blends harmoniously in terms of design, scale, and style with the neighborhood to its east.

Parking requirements in Grosse Pointe Woods mandate one space per 300 square feet of gross floor area for general business and professional offices and one for each 200 square feet of gross floor area for medical, dental or similar uses. A general business use would therefore require 3.6 parking spaces, and 5.4 spaces for a medical use. The nine spaces currently onsite more than meet both mandates. “Parking” is also a land use category included in the Master Plan Future Land Use Map, but it does not apply to this site.

Although the Master Plan dates to 2006, neither land use trends nor the community’s current vision have changed dramatically. There appears to be little pressure to modify zoning for different types of development, and the Mack Avenue corridor and neighborhoods surrounding the site have maintained their character over time.

2. COMPATIBILITY OF ENVIRONMENTAL FEATURES

Are the site’s physical, geological, hydrological and other environmental features compatible with the host of uses permitted in the proposed zoning district, especially for sites without public utilities?

Findings: The site’s physical features are compatible with the uses permitted in the RO-1, Restricted Office District. The property has an existing office building that has hosted business office uses for approximately three decades. It is reasonable to expect that any permitted uses in the RO-1, Restricted Office District are compatible with the environmental features of the site.



3. COMPATIBILITY WITH SURROUNDING USES

Are all of the potential uses allowed in the proposed zoning district compatible with surrounding uses in terms of land suitability, density of use, environmental impacts, nature of use, traffic impacts, aesthetics, infrastructure and maintenance of property values.

Findings: The site shares its northern boundary with additional office use, zoned RO-1. Immediately east is a single-family residential district with an R1-D, One-Family Residential classification. Across Mack Avenue to the west is a mile-plus corridor of largely single-story commercial storefronts, interrupted by the Grosse Pointe Woods municipal complex nearby to the southwest. Across Fairholme Road, is a single-family home recently converted to office use on an RO-1-zoned parcel, with additional office uses south of that.

Aesthetically, the office building on the subject site blends well with its surroundings. It is similarly scaled to the office uses up and down the east side of Mack Avenue as well as the commercial uses across Mack. The scale of the building makes a good transition between the Mack corridor and Fairholme residential neighborhood. In fact, the hip gabled roof and white shuttered windows, and its placement on the lot give the building a residential feel.

Office use on the site will not generate significant traffic. In fact, onsite parking exceeds the required number of spaces by three to five spaces, depending on the type of office user that occupies the building next. Ingress and egress is limited to Mack Avenue. No curb cuts exist, nor can they be accommodated on Fairholme Road. Local infrastructure is well suited to accommodate site users.

4. ECONOMIC VIABILITY OF CURRENT ZONING

Has the applicant demonstrated that he/she cannot receive a reasonable return on investment through developing the property with at least one (1) of the uses permitted under the current zoning?

Findings:

The subject parcel is the only one in its vicinity zoned P-1, Vehicular Parking. With this designation, the existing office building becomes nonconforming and loses its potential economic viability. The owner is requesting this rezoning to facilitate the sale of the property to another office user. The sale will not occur if the buyer cannot occupy the existing building. And having been occupied until September, 2022, the building has contributed to the City's taxbase more generously than had the site been merely a parking lot. The Planning Commission should direct any further questions about the economic viability of the current zoning of the site to the applicant.

5. DEMAND FOR PROPOSED USE

Is there evidence of demand for additional land uses permitted in the requested zoning district in relation to the amount of land currently zoned and available to meet the demand?

Findings: The dental office that opened in June, 2022 in the former home across Fairholme Road indicates that there is a demand for office space along the Mack Avenue corridor in Grosse Pointe Woods.

6. EXCLUSIONARY ZONING

Is the rezoning necessary to avoid exclusion of a lawful land use?



Findings: No, the RO-1 Restricted Office zoning classification exists in other portions of the City. This rezoning is necessary to ensure that an existing land use may continue in a location where the zoning does not permit the use, but where the use is a better fit than that which would be permitted by the existing zoning.

7. DESIRABLE ZONING POLICY TREND

Is the rezoning establishing a desirable zoning trend policy for similar or identical lands?

Findings: This rezoning may be seen more as a correction than a trend. Fewer than a dozen parcels in Grosse Pointe Woods carry the P-1 zoning designation and they are geographically scattered along the Mack Avenue corridor. The subject site carries it as well, but also contains an office building that's better suited to the RO-1 zone. And where P-1 does exist, it tends to surround more parking-intensive retail uses than occurs around the subject site.

8. HARMONY WITH DIMENSIONAL REQUIREMENTS

Are the boundaries of the requested rezoning reasonable in relationship to surroundings and ability to meet the dimensional regulations in the zoning ordinance?

Findings: If the site is rezoned to RO-1, the existing office structure meets all dimensional regulations in the zoning ordinance in relation to the adjacent office and residential uses. The requested rezoning is thus reasonable in relation to its surroundings.

9. ZONING CORRECTION

Does the requested zoning correct an error in the zoning map? Or zoning text?

Findings: If the zoning of the site was indeed deliberately meant and approved to be P-1, there is no known error in the zoning map or zoning text associated with this site. If its current zoning were an oversight in the creation and approval the ordinance, it could be seen as the correction of an error.

10. AVOIDANCE OF SPOT ZONING

Does the requested rezoning avoid creating an isolated and unplanned spot zone? (i.e. does it provide the landowner with privileges not readily available to other landowners in similar circumstances?)

Findings: The requested rezoning would not create an isolated or unplanned spot zone. This rezoning would allow the landowner the full, legal use of the site as it is currently developed.

10. REQUEST SUBMISSION

Has the request previously been submitted within the past one (1) year? Or have conditions changed or new information been provided?

Findings: No, this request has not been submitted with the last year.

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

REZONING APPLICATION

1. Applicant: Justin Buccellato

Mailing Address: 20259 Mack Avenue, Suite 2, Grosse Pointe Woods 48236
Street City Zip

Daytime Phone: (313) 432-8109 Fax: (313) 924-5792

2. Property Owner: Daher B. Rahi

Mailing Address: 503 Lake Shore Rd, Grosse Pointe Shores, MI 48236

Daytime Phone: (313) 886-9117 Fax: _____

3. Project Manager: (required) John A. Vitale, AIA, NCARB - Architect

Mailing Address: 27172 Woodward Avenue, Royal Oak, MI 48067
Street City Zip

Daytime Phone: (248) 546-6700 Fax: (248) 546-8454

Other Phone: (313) 516-9810

4. Address of Property: 20100 Mack Avenue, Grosse Pointe Woods, MI

5. Legal Description of Property: Lot 90, Fairholme No. 1, according to the plat thereof,
as recorded in Liber 68 of Plats, Page 84, Wayne County Records.

(or attach a legal boundary description)

6. Permanent Parcel Number: 40-012-05-0090-000

7. Request: To Rezone From: P1-Parking To: RO-1 Restricted Office

For the Following Purpose:

Correct property zoning - office. Building has been located on property over

30 years.

Attach a detailed written statement fully explaining your request.

8. Present Use of Property: Office

9. Attach an Accurate Drawing of the Site Showing:

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

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

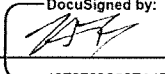
Daher B. Rahi

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

DECLARATION:

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

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

Applicant Signature:  Date: 10/25/2022

Filing Fee: \$500.00

NF ENGINEERS CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS

NOWAK & FRAUS ENGINEERS 46777 WOODWARD AVENUE PONTIAC, MI 48342 TEL: (248) 332-7931 FAX: (248) 332-8257 www.nowakfraus.com EMAIL: rfraus@nfc-engr.com



LEGAL DESCRIPTION: Lot 90, Fairholme No. 1, according to the plat thereof, as recorded in Liber 68 of Plans, Page 84, Wayne County Records. 23165 Mack Avenue Tax ID 45-012-05-0090-000

BASIS OF BEARING NOTE: The Basis of Bearing for this survey was established by the aforesaid recorded Plat.

- TITLE NOTES: 1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by making inquiry of persons in possession of the Land. 2. Easements, encumbrances, or claims thereof, not shown by the Public Records. 3. Rights of the public and any governmental unit in any part of the land taken, dedicated or used for street, road or highway purposes. 4. Covenants, conditions and restrictions and other provisions as contained in instrument recorded in Liber 2817, Page 351, Wayne County Records. 5. Subject to the easements, restrictions and reservations contained in the Fairholme No. 1 Plat recorded as Liber 68, Page(s) 84, Wayne County Records. 6. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records. 7. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned Land. 8. Rights of tenants under any unrecorded leases. 9. ALL EXCEPTIONS SHOWN OR NOTED ON THIS SURVEY WERE OBTAINED FROM TITLE COMMITMENT NO 7013-105243, WITH A COMMITMENT DATE OF 07-29-2022, ISSUED BY TITLE CONNECT.

SITE DATA: Gross Land Area: 6,310 Square Feet or 0.145 Acres. Zoned: P-1 (Neighborhood Parking District). Building Setbacks: Front: None, Sides: 20' Parking structure, Rear: None. Max Building Height permitted: Attendant's shelter=15'; Parking structure=30'. Total Parking: 5 spaces including 0 barrier free (handicap) spaces. The above setback & height requirements were obtained from the City of Grosse Pointe Woods Zoning Ordinance. NOTE: The setbacks & height restrictions noted above are for reference purposes only and should not be used for design or construction and should not be used to determine compliance. A surveyor cannot make a certification on the basis of an interpretation of opinion of another party. A zoning endorsement letter should be obtained from the City of Grosse Pointe Woods to insure conformity as well as make a final determination of the required building setback & height requirements.

FLOOD HAZARD NOTE: The Property depicted on this survey is not located in a Special Flood Hazard Area as defined by the Federal Emergency Management Agency. The property lies within Map No. 261635071F. According to the current available Map Index for Wayne County, Michigan, dated 10-21-2021, Map No. 201635071F is not printed and is indicated as being a No Special Flood Hazard Area.

- TABLE NOTES: 16. There was no observable evidence of current earth moving work, building construction or building additions observed in the process of conducting the fieldwork. 17. There are no known proposed changes in street right-of-way lines available from the controlling jurisdiction. 18. There was no observable evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork. 19. Improvements within certain easements or servitudes as provided by the Title Company are shown within 20 feet of the subject land only.

SURVEYOR'S CERTIFICATION: I, KENNETH CHRISTOPHER NAVAROLU, State of Michigan Licensed Professional Surveyor, do hereby certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5(a), 6(b), 7(a), 7(b), 7(c), 8, 9, 11(a), 13, 14, 16, 17, 18 & 19 of Table A, Item 1.

Field work was completed on 09-22-2022. KENNETH CHRISTOPHER NAVAROLU License No. 4001053503 Date of Plat or Map: 10-04-2022 Revised.



PROJECT: 'HOME INSTEAD' SENIOR CARE

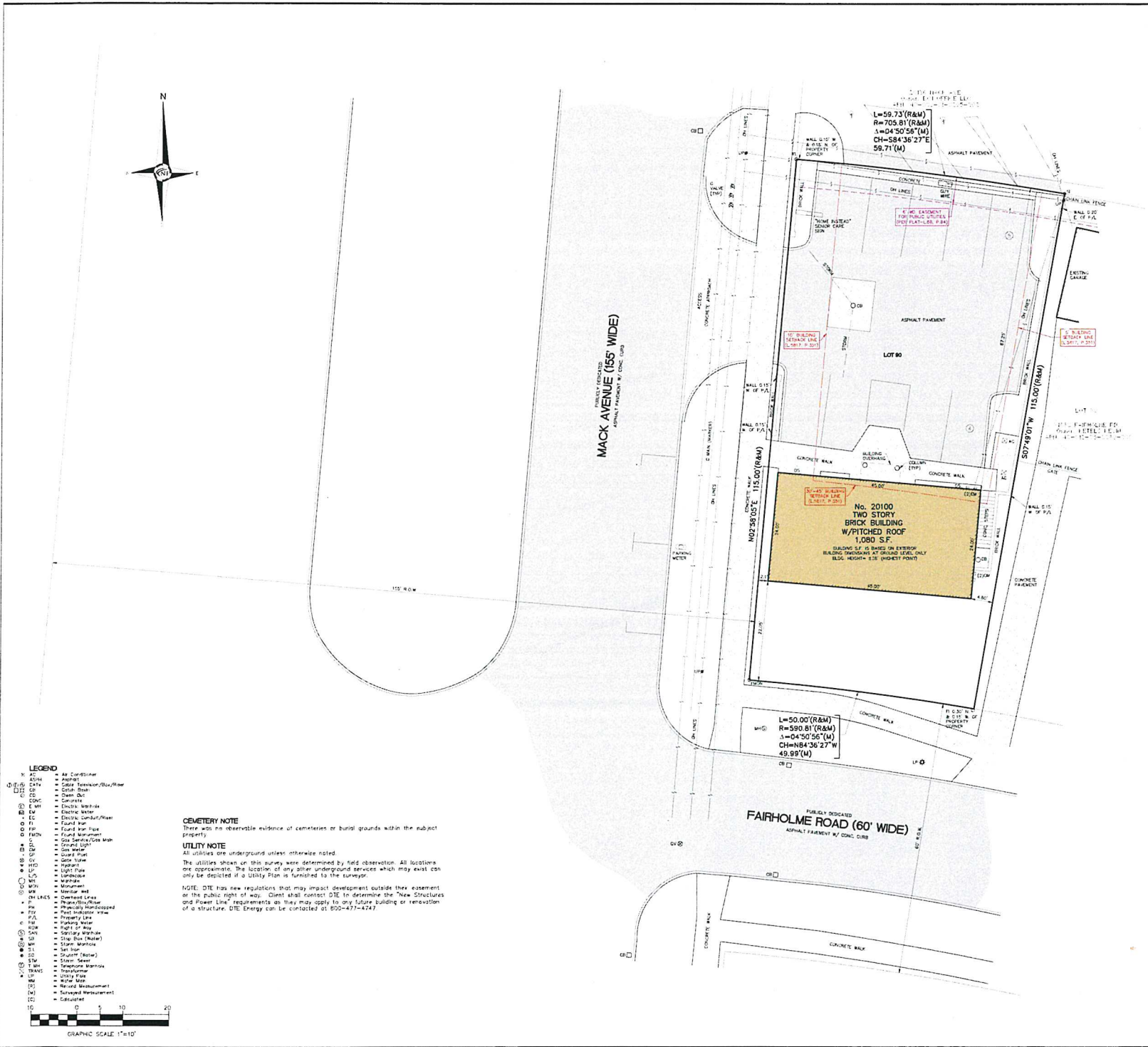
PROJECT LOCATION: No. 20100 Mack Avenue Part of Private Claim 393 City of Grosse Pointe Woods, Wayne County, MI

SHEET: ALTA / NSPS Land Title Survey

Table with 2 columns: REVISIONS, and empty rows for recording changes.

DRAWN BY: A.G. APPROVED BY: K.N./R.FRAUS

DATE ISSUED: 10-04-2022 SCALE: 1"=10' SHEET NO: N216 OF 1



- LEGEND: Symbols for various features like easements, concrete, asphalt, and utility lines.

CEMETERY NOTE: There was no observable evidence of cemeteries or burial grounds within the subject property. UTILITY NOTE: All utilities are underground unless otherwise noted. The utilities shown on this survey were determined by field observation. All locations are approximate. The location of any other underground services which may exist can only be detected if a Utility Plan is furnished to the surveyor. NOTE: DTE has new regulations that may impact development outside their easement or the public right of way. Client shall contact DTE to determine the "New Structures and Power Line" requirements as they may apply to any future building or renovation of a structure. DTE Energy can be contacted at 855-477-4747.

**CITY OF GROSSE POINTE WOODS
BUILDING DEPARTMENT
MEMORANDUM**

TO: Planning Commission
FROM: Bruce Eck, Interim Building Official
DATE: December 13, 2022
SUBJECT: Rezoning Request for 20100 Mack.
PETITIONER: Justin Buccellato

The applicant, Justin Buccellato, seeks a rezoning of the subject property from P1-Parking to RO-1 Restricted Office. The application is complete as it contains all of the documents and information required by our zoning ordinance.

The information submitted by the applicant has been reviewed by the Planning, Engineering, and Public Safety Departments.

The intent of the re-zoning application is to make the property align with the current office use and to the City's Future Land Use Plan.

The Building Department has no objection to the proposed rezoning.

MEMO 22-49

TO: Paul Antolin, City Clerk
From: James Kowalski, Director of Public Services J.K.
Date: December 7, 2022
SUBJECT: Re-Zoning Request 20100 Mack Ave.

I have reviewed the information from applicant Justin Buccellato requesting the re-zoning of Parcel Number 40-012-05-0090-0000 from P-1 Parking to RO-1 Restricted Office. The approval of this request would have no impact on the Department of Public Services or its utilities.

Please contact me if you have any questions.



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

Date: December 7th, 2022

To: Paul Antolin, City Clerk

From: John G. Kosanke, Director of Public Safety

Subject: Rezoning of 20100 Mack Ave

I have reviewed the Rezoning Application for 20100 Mack Ave and find no issues as it relates to the Public Safety Department. I am recommending the application process move forward.

AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 19483 Mack Avenue
Kevin Crowther & Robert Hakopian

State of Michigan)
) ss.
County of Wayne)

I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 11/28/22 to the following property owners within a 300 foot radius of the above property in accordance with the provisions of the 2017 City Code of Grosse Pointe Woods. A Hearing fee of \$500.00 has been received with receipt # 481568.

Paul P. Antolin, MiPMC
City Clerk

See attached document for complete list.

City of Grosse Pointe Woods, Michigan

Notice is hereby given in accordance with the provisions of Act No. 110 of the Public Acts of the State of Michigan for the year 2006, as amended, and the Grosse Pointe Woods City Code, that the Planning Commission will hold a Public Hearing on Tuesday, December 13, 2022, at 7:00 p.m. at the Grosse Pointe Woods Council Chambers at 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236, concerning the rezoning request for the following property owner: Applicant, Justin Buccellato – 20100 Mack Avenue – Proposed Rezoning of approximately 0.14 acres of land from P-1 Parking, to RO-1 Restricted Office District. The proposed rezoning includes the following property: 20100 Mack Avenue, PN: 40-012-05-0090-000.

Land situated in the City of Grosse Pointe Woods, County of Wayne, and State of Michigan, described as follows: Lot 90, Fairholme No. 1, according to the plat thereof, as recorded in Liber 68 of Plats, Page 84, Wayne County Records.

The complete application may be viewed at City Hall located at 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236, Mon.-Fri. 8:30 am to 5 pm, 313-343-2440.

Public comment is welcome. If you are unable to attend the hearing, written comments will be accepted at CityClerk@gpwmi.us until 12:00 noon on December 13, 2022.

Paul P. Antolin, MiPMC
City Clerk

20100 Mack Ave. - 300 Ft. Radius

Property Address	Owner Name2	Owner Address	City-State-Zip
20139 MACK AVE	20139 MACK AVENUE LLC	20139 MACK AVE	GROSSE POINTE WOODS, MI 48236
1680 OXFORD RD	GARY FELTS	1680 OXFORD RD	GROSSE POINTE WOODS, MI 48236
20155 MACK AVE	20155 MACK LLC	1270 N OXFORD	GROSSE POINTE WOODS, MI 48236
1665 S RENAUD RD	PATRICIA & JON DOUGHERTY	1665 S RENAUD RD	GROSSE POINTE WOODS, MI 48236
1670 OXFORD RD	JAMES W FRANCIS	1670 OXFORD RD	GROSSE POINTE WOODS, MI 48236
1640 OXFORD RD	WILLIAM T WORDEN	1640 OXFORD RD	GROSSE POINTE WOODS, MI 48236
20129 MACK AVE	20129 MACK LLC	20139 MACK AVE	GROSSE POINTE WOODS, MI 48236
20119 MACK AVE	HONG COOK	20119 MACK AVE	GROSSE POINTE WOODS, MI 48236
20115 MACK AVE	20107 MACK AVE LLC	20107 MACK AVE	GROSSE POINTE WOODS, MI 48236
20107 MACK AVE	20107 MACK AVE LLC	20107 MACK AVE	GROSSE POINTE WOODS, MI 48236
20100 MACK AVE	DAHER B RAHI	503 LAKESHORE ROAD	GROSSE POINTE SHORES, MI 48236
	OCCUPANT	20100 MACK AVE	GROSSE POINTE WOODS, MI 48236
1680 FAIRHOLME RD	MICHAEL C JOHNSTON	1680 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
20099 MACK AVE	MARTIN CASEY	221 RIDGE RD	GROSSE POINTE FARMS, MI 48236
	OCCUPANT	20099 MACK AVE	GROSSE POINTE WOODS, MI 48236
1621 OXFORD RD	JOHN R MCATEE	1621 OXFORD RD	GROSSE POINTE WOODS, MI 48236
1670 FAIRHOLME RD	JOSEPH P YOUNGBLOOD	1670 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
1660 FAIRHOLME RD	STEPHANIE & JUSTIN OWEN	1660 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
20091 MACK AVE	JULIA CAPRARA	471 SHOREHAM RD	GROSSE POINTE WOODS, MI 48236
1650 FAIRHOLME RD	NICHOLAS LAZARUS	1650 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
1640 FAIRHOLME RD	GAIL F DONALDSON (TRUST)	1640 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
20081 MACK AVE	JO ANN BARTO REVOC LIV TRST	58976 VALLEY VIEW DRIVE	WASHINGTON, MI 48094
	OCCUPANT	20081 MACK AVE	GROSSE POINTE WOODS, MI 48236
1630 FAIRHOLME RD	DAVON-FRANCES KARS	1630 FAIRHOME	GROSSE POINTE WOODS, MI 48236
20065 MACK AVE	FIFTH THIRD BANK	2727 LBJ FREEWAY SUITE 806	DALLAS, TX 75234
	OCCUPANT	20065 MACK AVE	GROSSE POINTE WOODS, MI 48236
1620 FAIRHOLME RD	ROBERT SZABO	1620 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
1685 FAIRHOLME RD	ESTATE OF WILLIAM L BATES	8300 LONG ISLAND CT	FAIR HAVEN, MI 48023
	OCCUPANT	1685 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
1675 FAIRHOLME RD	LEONARD SACHS	1675 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
1665 FAIRHOLME RD	STEPHEN P ARMBRUSTER	1665 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
1655 FAIRHOLME RD	GEORGE MONDALEK	1655 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
1645 FAIRHOLME RD	DANIEL J CIMINI	1645 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236

20100 Mack Ave. - 300 Ft. Radius

1635 FAIRHOLME RD	DOUGLAS ZASACKY	1635 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
1625 FAIRHOLME RD	ANTHONY NELSON	1625 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236
1690 FAIRCOURT ST	MARY S STONISCH	20040 MACK AVE	GROSSE POINTE WOODS, MI 48236
1680 FAIRCOURT ST	JAMES KELLY	1680 FAIRCOURT ST	GROSSE POINTE WOODS, MI 48236
1670 FAIRCOURT ST	BURTON RUDOLPH	1670 FAIRCOURT ST	GROSSE POINTE WOODS, MI 48236
1660 FAIRCOURT ST	DUANE & AMANDA BUSH	1660 FAIRCOURT ST	GROSSE POINTE WOODS, MI 48236
20160 MACK AVE	REAL PROPERTIES INC	20160 MACK AVE	GROSSE POINTE WOODS, MI 48236
1651 OXFORD RD	JANET L PEPPLER	1651 OXFORD RD	GROSSE POINTE WOODS, MI 48236
1681 OXFORD RD	SALVATORE CIARAVINO	1681 OXFORD RD	GROSSE POINTE WOODS, MI 48236
20136 MACK AVE	ANDREW W OTTAWAY	20136 MACK AVE	GROSSE POINTE WOODS, MI 48236
20148 MACK AVE	LAKMACK LLC	20148 MACK AVE	GROSSE POINTE WOODS, MI 48236
	DTE ENERGY - SAUNDRA ROBERTS	ONE ENERGY PLAZA, 1510 WCB	DETROIT, MI 48226
	AT&T - MICHAEL HENDERSON	100 S. MAIN ST. RM #314	MT. CLEMENS, MI 48043

AFFIDAVIT OF PUBLICATION
IN
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Detroit Publication

State of Michigan
County of Macomb) ss

GPW CITY CLERK OFFICE DET
20025 MACK PLAZA DR
GROSSE POINTE WOODS, MI 48236

IN THE MATTER OF:

Being duly sworn, deposes and says that the attached advertisements(s)
appeared in:


Published in: DET-DFP-Detroit Free Press
Published on : Tuesday, November 29, 2022

Published in: DET-DN-Detroit News
Published on : Tuesday, November 29, 2022

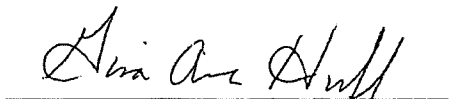
City of Grosse Pointe Woods
NOTICE OF PUBLIC HEARING

Notice is hereby given in accordance with the provisions of Act No. 110 of the Public Acts of the State of Michigan for the year 2006, as amended, and the Grosse Pointe Woods City Code, that a Public Hearing will be held on Tuesday, December 13, 2022, at 7:00 p.m. at the Grosse Pointe Woods Council Chambers at 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236, concerning the rezoning request for the following property owner:
Applicant, Justin Buccellata - 20100 Mack Avenue - Proposed Rezoning of approximately 0.14 acres of land from P-1 Parking, to RO-1 Restricted Office District. The proposed rezoning includes the following property: 20100 Mack Avenue, PN: 40-012-05-0090-000
Land situated in the City of Grosse Pointe Woods, County of Wayne, and State of Michigan, described as follows:
Lot 90, Fairholme No. 1, according to the plat thereof, as recorded in Liber 68 of Plats, Page 84, Wayne County Records.
The complete application may be viewed at City Hall located at 20025 Mack Plaza Drive Grosse Pointe Woods, MI 48236, Mon.-Fri. 8:30 am to 5 pm, 313-343-2440.
Public comment is welcome. If you are unable to attend the hearing, written comments will be accepted at CityClerk@gpwmil.us until 12:00 noon on December 13, 2022.
Paul P. Antalin, City Clerk
City of Grosse Pointe Woods
Posted: 11/23/2022

Invoice 0005501374 and as an authorized employee of Michigan.com, he/she knows well the facts stated herein.


TYNA SMITH

On this 29th of November 2022
Sworn to and Subscribed to me,


GINA ANNE HUFF

Notary Public State of Michigan
County of Livingston
My commission expires March 9, 2023

A Notary Public:
Acting in the County of Macomb