



CITY OF GROSSE POINTE WOODS

CITY COUNCIL MEETING AGENDA

Monday, February 05, 2024 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: February 1, 2024

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. RECOGNITION OF COMMISSION MEMBERS

5. ACCEPTANCE OF AGENDA

6. CONSENT AGENDA

A. Approval of Minutes

1. Council 01/22/24
2. Committee-of-the-Whole 01/22/24 with recommendations
3. Election Commission 01/25/24 with recommendation
4. Planning Commission Minutes 12/12/23 with recommendation
5. Citizens' Recreation Commission 12/12/23
6. Senior Citizens' Commission 11/21/23

B. Bids/Proposals/Contracts

1. Lake Front Park - Main Pool Line Replacement
 - a) Committee-of-the-Whole Minutes Excerpt 01/22/24
 - b) Memo 01/12/24 - Director of Public Services
 - c) Letter 01/10/24 - Nick Shelton, Aquatic Source LLC
 - c) Quote/Proposal - K Construction
2. Water Service Material Investigation - AEW Project No. 0160-0461
 - a) Committee-of-the-Whole Minutes Excerpt 01/22/24
 - b) Memo 01/30/24 - Director of Public Services Kowalski
 - c) Letter 01/29/24 - City Engineer Wilberding
 - d) Tabulation of Bids - 01/23/24
3. Right of Way Acquisition for Vernier & Mack Intersection Improvements - AEW Project No. 0160-0455
 - a) Committee-of-the-Whole Minutes Excerpt 01/22/24

cc: Council - 7
City Administrator
City Attorney

Treasurer/Comptroller
City Clerk
Email Group/Media

Assistant City Administrator
Post - 4

- b) Memo 01/12/24 - Director of Public Services Kowalski
- c) Proposal - 4D Acquisition and Consulting, LLC

C. Claims and Accounts

- 1. Anderson, eckstein & Westrick, Inc. (AEW) Engineers
 - a) Vernier Road Water Main Replacement - Invoice No. 148413 - Proj. No. 0160-0446 - 01/23/24 - \$1,084.50.
 - b) 2022 Sewer CCTV Investigation - Invoice No. 148414 - Proj. No. 0160-0453 - 01/23/24 - \$344.43.
 - c) 2023 Sewer CCTV Investigation - Invoice No. 148415 - Proj. No. 0160-0467 - 01/23/24 - \$503.40.
 - d) 2023 Sewer Rehab Program - Invoice No. 148416 - Proj. No. 0160-0468 - 01/23/24 - \$713.35.
 - e) 2023-2024 General Engineering - Invoice No. 148417 - Proj. No. 0160-0472 - 01/23/24 - \$6,440.50.
 - f) Sewer Rehabilitation - Open Cut - Invoice No. 148420 - Proj. No. 0160-0430 - 01/23/24 - \$575.88.
 - g) 2021 Sidewalk Grinding Program - Proj. No. 0160-0471 - Final Payment - Precision Concrete, Inc. - 01/24/24 - \$27,000.00.
- 2. Giffels-Webster - Professional Services - GPW Master Plan Update - Invoice No. 130810 - Proj. # 2034600 - 01/18/24 - \$4,625.00.
- 3. Law Offices of Jeffrey R. Davis, P.C. - Legal Service - Mediation for Front Yard Structures (1948 Allard Rd.) - 01/24/24 - \$750.00.
- 4. WCA Assessing - Assessing Services - Invoice No. 012524 - February 2024 - 01/25/24 - \$7,7175.58.

7. COMMUNICATIONS

- A. Request to Repair the E-One Fire Truck
 - 1) Memo 01/30/24 - Director of Public Safety Kosanke
 - 2) Estimate #1028 -01/18/24 - West Shore Fire, Inc.
- B. Lake Front Park Aquatic Facility Waterslide Restoration
 - 1) Memo 01/31/24 - Director of Public Services Kowalski/Recreation Supervisor Gerhart
 - 2) Proposal/Quote #589 - 01/30/24 - Amusement Restoration Companies (ARC)
- C. Front Yard Structures
 - 1) Email 01/26/24 - Assistant City Administrator Como

8. ORDINANCE

- A. Second Reading - Ordinance Amendment - Chapter 32 - Signs
 - 1) Council Minutes Excerpt 01/22/24
 - 2) Committee-of-the-Whole Minutes Excerpt 01/08/24
 - 3) Committee-of-the-Whole Minutes Excerpt 12/18/23
 - 4) Planning Commission Minutes Excerpt 12/12/23
 - 5) Memo 12/21/23 - City Planner Wolf
 - 6) Proposed Ordinance Amendment - Clean Copy

- 7) Proposed Ordinance Amendment - Draft Copy
- 8) Affidavit of Legal Publication

9. NEW BUSINESS/PUBLIC COMMENT

10. ADJOURNMENT

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

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

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

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

OFFICE OF THE CITY ADMINISTRATOR

Subject: Recommendations for the Regular Council Meeting of February 5, 2024

Item 1 **CALL TO ORDER**

Prerogative of the Mayor to call this meeting to order.

Item 2 **ROLL CALL**

Prerogative of the Mayor to request a Roll Call from the City Clerk.

Item 3 **PLEDGE OF ALLEGIANCE**

Prerogative of the Mayor to lead the City Council, Administration, and members of the audience in the Pledge of Allegiance.

Item 4 **RECOGNITION OF COMMISSION MEMBERS**

Prerogative of the Mayor to request Commission Members in attendance at tonight's meeting to approach the podium and introduce themselves and the Commission on which they serve.

Item 5 **ACCEPTANCE OF THE AGENDA**

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

Item 6 **CONSENT AGENDA**

All items listed under the consent agenda are considered routine by the Council and will be enacted by one motion and a second. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the consent agenda and considered. One member may request that an item be removed and no second is required.

Prerogative of the City Council to approve all items (6A-6C) listed under the consent agenda as presented.

A. Approval of Minutes

1. Council 01/22/24
2. Committee-of-the-Whole 01/22/24 with (3) recommendations*
 - a. *Recommendation to approve the immediate purchase of the polyvinyl chloride liner and authorize a budget amendment*
 - b. *Recommendation to approve the Complete Distribution System Materials Inventory (CDSI) project and authorize a budget amendment.*

- c. *Recommendation to approve the Right of Way Acquisition for Vernier & Mack Intersection Improvements and authorize a budget amendment.*
- 3. Election Commission 01/25/24 with recommendation*
 - a) *Recommendation to approve the Certification of Election Inspectors and approve the rates of pay.*
- 4. Planning Commission Minutes 12/12/23 with recommendation*
 - a) *Recommendation to approve the Amendments to Section 50.5.3 and 50.5.5 of the Zoning Ordinance regarding off-street parking requirements and semicircular dimensions.*
- 5. Citizens' Recreation Commission 12/12/23
- 6. Senior Citizens' Commission 11/21/23

B. Bids/Proposals/Contracts

- 1. Lake Front Park - Main Pool Line Replacement
 - a) Committee-of-the-Whole Minutes Excerpt 01/22/24
 - b) Memo 01/12/24 - Director of Public Services
 - c) Letter 01/10/24 - Nick Shelton, Aquatic Source LLC
 - c) Quote/Proposal - K Construction
- 2. Water Service Material Investigation - AEW Project No. 0160-0461
 - a) Committee-of-the-Whole Minutes Excerpt 01/22/24
 - b) Memo 01/30/24 - Director of Public Services Kowalski
 - c) Letter 01/29/24 - City Engineer Wilberding
 - d) Tabulation of Bids - 01/23/24
- 3. Right of Way Acquisition for Vernier & Mack Intersection Improvements - AEW Project No. 0160-0455
 - a) Committee-of-the-Whole Minutes Excerpt 01/22/24
 - b) Memo 01/12/24 - Director of Public Services Kowalski
 - c) Proposal - 4D Acquisition and Consulting, LLC

C. Claims and Accounts

- 1. Anderson, eckstein & Westrick, Inc. (AEW) Engineers
 - a) Vernier Road Water Main Replacement - Invoice No. 148413 - Proj. No. 0160-0446 - 01/23/24 - \$1,084.50.
 - b) 2022 Sewer CCTV Investigation - Invoice No. 148414 - Proj. No. 0160-0453 - 01/23/24 - \$344.43.
 - c) 2023 Sewer CCTV Investigation - Invoice No. 148415 - Proj. No. 0160-0467 - 01/23/24 - \$503.40.
 - d) 2023 Sewer Rehab Program - Invoice No. 148416 - Proj. No. 0160-0468 - 01/23/24 - \$713.35.
 - e) 2023-2024 General Engineering - Invoice No. 148417 - Proj. No. 0160-0472 - 01/23/24 - \$6,440.50.
 - f) Sewer Rehabilitation - Open Cut - Invoice No. 148420 - Proj. No. 0160-0430 - 01/23/24 - \$575.88.

g) 2021 Sidewalk Grinding Program - Proj. No. 0160-0471 - Final Payment - Precision Concrete, Inc. - 01/24/24 - \$27,000.00.

2. Giffels-Webster - Professional Services - GPW Master Plan Update - Invoice No. 130810 - Proj. # 2034600 - 01/18/24 - \$4,625.00.
3. Law Offices of Jeffrey R. Davis, P.C. - Legal Service - Mediation for Front Yard Structures (1948 Allard Rd.) - 01/24/24 - \$750.00.
4. WCA Assessing - Assessing Services - Invoice No. 012524 - February 2024 - 01/25/24 - \$7,7175.58.

Item 7 COMMUNICATIONS

Item 7A REQUEST TO REPAIR THE E-ONE FIRE TRUCK

Prerogative of the City Council to authorize the repair of E-One fire truck by West Shore Fire, Inc., in the amount not to exceed \$18,184.13 with funds to be taken from the Vehicle Maintenance - Public Safety Account No. 661-534-939.200.

Item 7B LAKE FRONT PARK AQUATIC FACILITY WATERSLIDE RESTORATION

Prerogative of the City Council to authorize the restoration of the waterslide at Lake Front Park Aquatic Facility to Amusement Restoration Companies in the amount not to exceed \$89,775.00 with funds to be taken from the Municipal Improvements – Parks and Recreation Account No. 401-902-977.104.

Item 7C FRONT YARD STRUCTURES

Prerogative of the City Council to affirm and enforce the ordinance as currently written.

Item 8 ORDINANCE

Item 8A SECOND READING: ORDINANCE AMENDMENT – CHAPTER 32 – SIGNS.

Prerogative of the City Council to approve this proposed ordinance amendment as presented and make it effective 10 days after its enactment.

Item 9 NEW BUSINESS/PUBLIC COMMENT

Prerogative of the Mayor to ask if there is any New Business to come before the City Council from the City Council or Administration; and then, to ask members of the audience if there is any Public Comment to come before the City Council.

Item 10 ADJOURNMENT

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank Schulte". The signature is written in a cursive, flowing style with a large initial "F" and a prominent "S".

Frank Schulte
City Administrator

MINUTES OF THE RESCHEDULED CITY COUNCIL MEETING OF THE CITY OF GROSSE
POINTE WOODS HELD ON MONDAY, JANUARY 22, 2024, IN THE COUNCIL-
COURTROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA
DR., GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:05 p.m. by Mayor Bryant.

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

Also Present: City Administrator Schulte
Assistant City Administrator Como
City Attorney Walling
Treasurer/Comptroller Murphy
City Clerk Antolin
Director of Public Services Kowalski
Deputy Treasurer/Comptroller Schmidt
City Engineer Wilberding

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

The following Commission members were in attendance:

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

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

Motion carried by the following vote:

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

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

A. Approval of Minutes

1. Council 01/08/24
2. Committee-of-the-Whole 01/08/24 with 2 recommendations*
 - a) *Recommendation to approve ordinance amendments for Chapter 32 – “Signs” and place on 01/22/24 Council agenda for 1st reading*
 - b) *Recommendation to concur with Administration’s succession plan upon Treasurer/Comptroller Murphy’s retirement*
3. Beautification Advisory Commission 10/11/23

B. Monthly Financial Report

1. December 2023

C. Bids/Proposals/Contracts

1. Annual Fuel Purchase Contract
 - a. Memo 01/12/24 - Director of Public Services with attachments
2. Purchase - Scag 61" Turf Tiger Riding Mower
 - a. Memo 01/12/24 - Director of Public Services
 - b. Quote 12/05/23 - Billings Lawn Equipment
3. Torrey Road Pump Station Generator - AEW Project No. 0160-0473
 - a. Memo 01/16/24 - Director of Public Services
 - b. Letter 01/16/24 - City Engineer Wilberding
 - c. Bid Tabulation Sheet

D. Resolution

1. 2024 Special Events - Special License Resolution
 - a. Memo 01/18/24 - City Clerk
 - b. 2024 Special License Application
 - c. Proposed Resolution
 - d. LARA - Credit Card Authorization Form
 - e. Aerial map of events and additional details

E. Claims and Accounts

1. Anderson, Eckstein & Westrick, Inc. (AEW) City Engineers
 - a. Vernier Road Water Main Replacement - Invoice No. 147799 - Proj. No. 0160-0446 - 01/03/24 - \$2,627.13.
 - b. Sewer System Evaluation - Invoice No. 147800 - Proj. No. 0160-0449 - 01/03/24 - \$457.20.
 - c. 2022 Sewer CCTV Investigation - Invoice No. 147802 - Proj. No. 0160-0453 - 01/03/24 - \$681.60.
 - d. Roslyn Road Water Main & Resurface (Mack/Marter) - Invoice No. 147803 - Proj. No. 0160-0464 - 01/03/24 - \$8,133.18.
 - e. Lake Front Park Splash Pad - Invoice No. 147804 - Proj. No. 0160-0465 - 01/03/24 - \$342.90.
 - f. 2023-2024 General Engineering - Invoice No. 147805 - Proj. No. 0160-0472 - 01/03/24 - \$7,006.20.
 - g. Torrey Road Pump Station Generator - Invoice No. 147806 - Proj. No. 0160-0473 - 01/03/24 - \$18,560.00.
 - h. Sewer Rehabilitation - Open Cut - Invoice No. 148025 - Proj. No. 0160-0430 - 01/05/24 - \$650.25.
 - i. 707 N. Renaud Plot Plan Review - Invoice No. 148026 - Proj. No. 0160-0474 - 01/05/24 - \$571.50.
 - j. 2022 Sidewalk Repair Program Dist 8 - Invoice No. 148034 - Proj. No. 0160-0452 - 01/05/24 - \$2,091.15.
 - k. 2022 Sewer Cleaning and CCTV Investigation Program - Proj. No. 0160-0453 - Final Pay Estimate - Corby Energy Services, Inc. - 01/10/24 - \$27,921.12.
 - l. 2023 Sewer Cleaning and CCTV Investigation Program - Proj. No. 0160-0467 - Final Pay Estimate - Corby Energy Services, Inc. - 01/10/24 - \$10,755.00.
2. Hallahan & Associates, P.C. - Professional Services - Invoice No. 21152 - December 2023 - 01/08/24 - \$38,687.55.
3. Keller Thoma - Legal Services - Invoice No. 125332 - December 2023 - 01/01/24 - \$175.00.
4. McKenna - Building/Planning Services
 - a. Invoice No. 21849-86 - Building Services - December 2023 - 01/15/24 - \$27,904.45.
 - b. Invoice No. 22-064-21 - Planning Services - December 2023 - 01/15/24 - \$2,018.75.

5. Rosati, Schultz, Joppich & Amtsbuechler, P.C. - Legal Services - Invoice No. 1080706 - December 2023 - 01/09/24 - \$5,898.85.
6. Veritext, LLC - Professional Services - Invoice No. 7077282 - DRSN Real Estate GP LLC v. City of Grosse Pointe Woods - 12/28/23 - \$1,257.00.
7. York, Dolan & Tomlinson, P.C. - Legal Services - Invoice No. 154 - December 2023 - 01/04/24 - \$2,759.00.

The mayor accepted the resignation of Carol Romano from the Beautification Advisory Commission with regret and directed the City Clerk to send appropriate thanks and recognition to Ms. Romano.

Motion by Vaughn, seconded by Granger, regarding **First Reading: Ordinance Amendment – Chapter 32 – Signs**, that the City Council concur with the recommendation of approval of amending this ordinance, set a date of February 5, 2024, 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

Under New Business, the following individual was heard:

- Councilmember Brown provided a reminder for WinterFest at Ghesquiere Park from 12:00 p.m. – 3:00 p.m. this Saturday.

Under Public Comment, no one wished to be heard.

Motion by Granger, seconded by Koester, to **adjourn tonight's meeting** at 7:09 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin
City Clerk

Arthur W. Bryant
Mayor

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, JANUARY 22, 2024, IN THE COUNCIL CHAMBERS/COURTROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA DR., GROSSE POINTE WOODS, MICHIGAN.

Mayor Bryant called the meeting to order at 7:16 p.m.

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

Also Present: City Administrator Schulte
Assistant City Administrator Como
City Attorney Walling
Treasurer/Comptroller Murphy
City Clerk Antolin
Deputy Treasurer/Comptroller Schmidt
Director of Public Services Kowalski
City Engineer Wilberding

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

Motion carried by the following vote:

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

The first item discussed was regarding **Lake Front Park – Main Pool Liner Replacement**. Director of Public Services Kowalski, in his memo dated January 12, 2024, stated that the current main pool liner is 16 years old and is pulling away from the walls causing significant water loss. The purchase of the polyvinyl chloride liner was budgeted for FY 2024-2025. Due to a shortage in polyvinyl chloride and a six-month lead time, the liner needs to be purchase immediately in order to have it installed after Labor Day. This will require a budget amendment.

Administration answered questions from the Committee-of-the-Whole regarding the budget amendment, timing of the project and pool lighting.

There was a consensus of the Committee-of-the-Whole to place this item regarding **Lake Front Park – Main Pool Liner Replacement** on the next City Council agenda and recommend that City Council approve the immediate purchase of the polyvinyl chloride liner and authorize a budget amendment.

The next item discussed was regarding the **Complete Distribution System Materials Inventory (CDSMI)**. City Engineer Wilberding provided an overview stating that water suppliers must submit an inventory of all service lines to customers to meet requirements from the Department of Environment, Great Lakes and Energy (EGLE) in line with the Lead and Copper Rule Revisions (LCRR). It was stated that 367 random samples will be taken from the community. The original deadline to submit the CDSMI was January 1, 2025, but was accelerated to an effective compliance date of October 16, 2024.

In order to comply with the new deadline, the city must move forward with this project. This is not a budgeted item in the FY 2023-2024 budget and will require a budget amendment from the water/sewer fund balance.

Administration and City Engineer Wilberding answered questions from the Committee-of-the-Whole regarding the process. It was stated that there will be very minimal excavating (hydro-excavating) when collecting samples and will be approximately 18” inches from the stop box. Bid opening for this project is scheduled for tomorrow, January 23, 2024 at 10:00 a.m. It is expected to have contractors ready by February 2024 and the project completed by fall.

There was a consensus of the Committee-of-the-Whole to place this item on the next City Council agenda and recommend that City Council approves to move forward with the **Complete Distribution System Materials Inventory (CDSMI) project** and authorize a budget amendment.

The next item discussed was regarding the **Right of Way Acquisition for Vernier & Mack Intersection Improvements – AEW Project No. 0160-0455**. City Engineer Wilberding provided an overview stating that there were grants awarded to the city including Highway Safety Improvement Program (HSIP) and Safe Routes to Schools (SRTS), which are through the Michigan Department of Transportation (MDOT), and the Wayne County American Rescue Plan Act (ARPA) funds.

4D Acquisition & Consulting, LLC was recommended by the City Engineers (AEW) to provide the right of way acquisition. There will be four easements to be secured with two that are permanent and two that are temporary. The permanent easements include the frontage at Parcels School and the corner of Sunningdale Park & Vernier Road near the traffic light. The temporary easements are across the street to the North Side of Vernier and the adjacent parcel near Mason School.

Administration and City Engineer Wilberding answered questions from the Committee-of-the-Whole regarding the design of the completed project and who will be charged. The city usually covers costs but on some occasions the property owner would pay. The intention is to get the project started in June 2025. There are two possible anticipated funding that are pending. First, Senator Hertel has contacted the Chair of Appropriations in efforts of securing \$500,000.00 from the State. Also, the city is trying to receive funding from Wayne County for an additional \$380,000.00.

There was a consensus of the Committee-of-the-Whole to place this item regarding **Right of Way Acquisition for Vernier & Mack Intersection Improvements – AEW Project No. 0160-0455** on the next City Council Agenda and recommend to City Council approval of the right of way acquisition provided by 4D Acquisition & Consulting, LLC and authorize a budget amendment.

The last item discussed was regarding the **Senior Citizens' Millage – The HELM**. Prudence Cole-Klimisch introduced the Executive Director Krista Siddal and new President Dr. Cheryl Wesen of The HELM.

Motion by Granger, seconded by Brown, that the Committee-of-the-Whole receive and place on file the documents “Essential Senior Services” and “2023 Year in Review” submitted by Ms. Cole-Klimisch.

Motion carried by the following vote:

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

Ms. Cole-Klimisch provided an overview of four questions that were asked:

1. Are you coordinating an intergovernmental agreement between the Grosse Pointes/Harper Woods and The HELM?

She stated that, usually, an intergovernmental agreement is drafted after the ballot issue is passed. However, the communities need to know how it is going to work if it does pass. A letter will be sent inviting the Grosse Pointes/Harper Woods Managers to a meeting on February 15, 2024 to start the dialogue process.

2. How will the funding each city collects be distributed to The HELM?

Ms. Cole-Klimisch stated that if the intergovernmental agreement specifies that the money is going to The HELM as a contractor in support of senior services, a commission does not

need to be created. The agreement will determine the amount the communities will be allocated to The HELM and how it will be reported to the participating cities.

3. Is it the intent of The HELM to provide an annual internal audit for the millage funding?

Yes, an audit will be conducted on tax revenues and how the funds are utilized.

4. Will any of the millage funding be allocated towards services provided by PAATS as The HELM uses them for various events and services?

Yes, PAATS is funded primarily through federal funding and their outlook is that they will be short of money this year due to increase costs in insurance, maintenance, and salaries. PAATS has requested to be included relative to the millage.

Ms. Cole-Klimisch answered questions from the Committee-of-the-Whole regarding Meals on Wheels, financial impacts, additional services including components such as Satellite Services, Social Workers, and welfare checks.

There was a consensus of the Committee-of-the-Whole that the next step is for the city managers to meet in efforts to create an intergovernmental Agreement.

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

Motion by Granger, seconded by Koester, that the meeting of the Committee-of-the-Whole be adjourned at 7:13 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin
City Clerk

Arthur W. Bryant
Mayor

MINUTES OF THE ELECTION COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON THURSDAY, JANUARY 25, 2024, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The Chair called the meeting to order at 10:36 a.m.

Roll Call: Chair/City Clerk Antolin
Council Representative Vaughn
City Attorney Walling
Absent: None

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

Motion carried by the following vote:
Yes: Antolin, Vaughn, Walling
No: None
Absent: None

Motion by Walling, seconded by Vaughn, that the minutes of the Election Commission meeting held on October 31, 2023, be approved as submitted.

Motion carried by the following vote:
Yes: Antolin, Vaughn, Walling
No: None
Absent: None

Motion by Vaughn, seconded by Walling, regarding **Certification of Election Inspectors and Receiving Boards and Rates of Pay** for the February 27, 2024, Presidential Primary Election, that the Election Commission approve the Certification of Election Inspectors as amended to delete the addresses and recommend that City Council approve the rates of pay as presented.

Motion carried by the following vote:
Yes: Antolin, Vaughn, Walling
No: None
Absent: None

A brief discussion ensued regarding the Early Voting (EV) procedures and to revisit the rates of pay in efforts to have a more comparable compensation rate.

Under New Business, the following individual was heard:

- The City Clerk provided a reminder that the next Election Commission meeting will be held on Tuesday, February 20, 2023 at 2:00 p.m. to conduct the Public Accuracy Test.
- It was decided that moving forward, all ballot proofs for all elections will be forwarded to the Election Commission for review.

Nobody wished to be heard under Public Comment.

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

Motion carried by the following vote:

Yes: Antolin, Vaughn, Walling

No: None

Absent: None

Motion by Walling, seconded by Vaughn, that the meeting be adjourned at 11:06 a.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin
Chair/City Clerk

*Commission Approved
1/23/24*

PLANNING COMMISSION

12/12/23 - 32

MINUTES OF THE REGULAR **PLANNING COMMISSION** MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON **DECEMBER 12, 2023**, IN THE COUNCIL-COURT ROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:01 p.m. by Chair Gerhart.

Roll Call: Chair Gerhart
Commission Members: Fuller, Gilezan, McNelis, O'Keefe, Vitale
Absent: Bailey, Fenton (on leave of absence), Hamborsky
Also Present: City Planner, Brigitte Wolf
Recording Secretary Miotto
Council Member Vaughn

MOTION by Fuller, seconded by McNelis, to excuse Commission Members Bailey and Hamborsky from attendance at tonight's meeting.

Motion carried by the following vote:

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

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

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

Motion carried by the following vote:

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

MOTION by McNelis, seconded by Fuller, that the November 28, 2023, Planning Commission meeting minutes be approved as presented.

Motion carried by the following vote:

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

Commission Member Hamborsky arrived at 7:04 pm.

The first item on the agenda was the **Zoning Ordinance Amendments and Updating Permitted Uses**. City Planner Wolf provided an overview of the memo and discussion ensued on the 3 items addressed: 1) Home Occupations – the proposed definition and performance standards were discussed, 2) Mixed Occupancy – the current mixed occupancy permitted, the proposed revisions, and the proposed language to Section 50-4.2 were discussed, and 3) Outdoor Cafes – the current requirements, the requirements under review, a comparative analysis of surrounding communities, and proposed design standards for Multi-Seasonal Outdoor Cafes were discussed.

MOTION by McNelis, seconded by Fuller, that the Planning Commission postpone the Zoning Ordinance Amendments and Updating Permitted Uses until the January 2024 meeting.

Motion carried by the following vote:

YES: Fuller, Gerhart, Gilezan, Hamborsky, McNelis, O’Keefe, Vitale

NO: None

ABSENT: Bailey, Fenton

The next item on the agenda was the **Building Official’s Monthly Report for December 2023**. Planner Wolf added that Churchill’s has submitted a ZBA application for a year-round outdoor café, and two commercial renovations are awaiting final site plans. Planner Wolf will invite Karson Claussen, the new Building Official from McKenna, to an upcoming meeting.

The next item on the agenda was the **Council Report for December 4, 2023**. Commission Member Hamborsky reported that there were no items discussed that would be of interest to the Planning Commission. He will attend the December 18, 2023 meeting. Commission member McNelis will attend the January 2024 Council meetings.

The next item on the agenda was for information only: the **Master Plan Preparatory Information for January Meeting**.

Under **New Business**, motion by Gilezan, seconded by Hamborsky, that the Planning Commission open the public hearing regarding **Amendments to Section 50-5.3 and 50-5.5 of the Zoning Ordinance regarding off-street parking requirements and semicircular dimensions**.

Motion carried by the following vote:

YES: Fuller, Gerhart, Gilezan, Hamborsky, McNelis, O’Keefe, Vitale

NO: None

ABSENT: Bailey, Fenton

THE MEETING WAS THEREUPON OPENED AT 8:19 P.M. FOR A PUBLIC HEARING ON THE **AMENDMENTS TO SECTIONS 50.5.3 AND 50-5.5 OF THE ZONING ORDINANCE REGARDING OFF-STREET PARKING REQUIREMENTS AND SEMICIRCULAR DIMENSIONS** WITH SEVEN COMMISSION MEMBERS PRESENT.

Motion by Vitale, seconded by Hamborsky, that the following items be received and placed on file:

1. Notice of Public Hearing
2. City Planner Wolf's Memo Dated December 12, 2023
3. Zoning Ordinance 50-5.3 with Proposed Changes
4. Zoning Ordinance 50-5.5 with Proposed Changes

Motion carried by the following vote:

YES: Fuller, Gerhart, Gilezan, Hamborsky, McNelis, O'Keefe, Vitale

NO: None

ABSENT: Bailey, Fenton

Chair Gerhart asked if anyone in the audience wished to be heard in favor of the **Amendments to Section 50.5.3 and 50-5.5 of the Zoning Ordinance regarding off-street parking requirements and semicircular dimensions**. No one wished to be heard.

Chair Gerhart asked if anyone in the audience wished to be heard in opposition to the **Amendments to Section 50.5.3 and 50-5.5 of the Zoning Ordinance regarding off-street parking requirements and semicircular dimensions**. No one wished to be heard.

Motion by Gerhart, seconded by Fuller, that the public hearing be closed at 8:21 p.m. Passed unanimously.

Motion by Hamborsky, seconded by Gilezan, that the Planning Commission recommend that City Council approve the **Amendments to Section 50.5.3 and 50-5.5 of the Zoning Ordinance regarding off-street parking requirements and semicircular dimensions**.

Motion carried by the following vote:

YES: Fuller, Gerhart, Gilezan, Hamborsky, McNelis, O'Keefe, Vitale

NO: None

ABSENT: Bailey, Fenton

Motion by Hamborsky, seconded by O'Keefe, that Section 50-5.3, Section E, be amended to say that "off-street parking facilities required for all other uses shall be located on the lot or property in the city within 500 feet of the permanent use requiring such off-street parking."

Motion carried by the following vote:

YES: Fuller, Gerhart, Gilezan, Hamborsky, McNelis, O'Keefe, Vitale

NO: None

ABSENT: Bailey, Fenton

The next item under new business was to **Consider Recommending the Updated Sign Ordinance**. Planner Wolf provided an overview of the most recent changes since the last Planning Commission meeting which includes: **a) Sec. 32-7 Illuminated Signs, b) Sec. 32-11 Temporary Signs Generally, and c) Sec. 32-29 Design of Lettering.**

Motion by Vitale, seconded by Hamborsky, that the Sign Ordinance Sec. 32.11 Temporary Signs Generally be amended to state “Permits for commercial temporary signs shall authorize the erection of such signs...”. And that the Planning Commission recommend approval by City Council of the sign ordinance as amended.

Motion carried by the following vote:

YES: Fuller, Gerhart, Gilezan, Hamborsky, McNelis, O’Keefe, Vitale

NO: None

ABSENT: Bailey, Fenton

Motion by Vitale, seconded by Gilezan, to immediately certify the previous discussion.

Motion carried by the following vote:

YES: Fuller, Gerhart, Gilezan, Hamborsky, McNelis, O’Keefe, Vitale

NO: None

ABSENT: Bailey, Fenton

There was nothing brought up in **Old Business**.

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

- Resident spoke in opposition of meeting minutes including the name and address of those who wish not to be identified.

MOTION by Vitale, seconded by O’Keefe, to adjourn at 8:54 p.m.

Motion carried by the following vote:

YES: Fuller, Gerhart, Gilezan, Hamborsky, McNelis, O’Keefe, Vitale

NO: None

ABSENT: Bailey, Fenton

Respectfully Submitted,

Gretchen Miotto

Clerk’s Confidential Administrative Assistant & Recording Secretary

Commission Approved January 9, 2024

Citizens' Recreation Commission Meeting Minutes

Meeting of the Citizens' Recreation Commission was held on Dec 12, 2023 at Grosse Pointe Woods, Michigan.

CALLED TO ORDER:

PRESENT:

Melinda Billingsley

Barb Janutol

Abby Klotz

Tony Rennpage

Amanda York

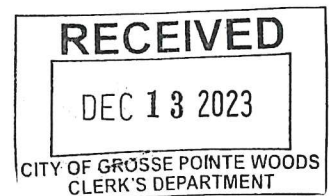
Dave Andrews

Gib Heim

Lindsay Fratarolli

ABSENT:

Amanda Starkey



ALSO PRESENT: Angela Coletti-Brown, Nicole Gerhart

Corrected per Commission.
01/09/24. epc

APPROVAL OF THE AGENDA:

Motion was made for acceptance of the agenda for Dec 12, 2023 by Klotz and seconded by Barb Janutol.

Approval of motion:

Yes: Billingsley; Janutol; Klotz; Rennpage; York; Andrews; Heim; Fratarolli

No: None

Absent: Starkey

APPROVAL OF THE MINUTES:

Motion was made for the approval of minutes from Nov 14, 2023 by Klotz and seconded by Janutol.

Approval of motion

Yes: Billingsley; Janutol; Klotz; Rennpage; York; Andrews; Heim; Fratarolli

No: None

Absent: Starkey

COUNCIL REPORT:

- Council moved the budget request for commission clothing to an upcoming Committee of the Whole for further discussion

SUPERVISOR'S REPORT:

- New Employee!
- 140 seniors attended Holiday Social!
- Dog Park opens Monday!
- Polar Express is going on.

OLD BUSINESS:

- WinterFest (12pm - 3pm January 27)
 - Signage
 - Vendors:
 - 2 out of 3 food trucks confirmed. Will secure a 3rd
 - DJ confirmed
 - Pony rides / petting zoo confirmed
 - Photo booth in progress
 - Tent: confirmed for \$5000
 - 3 characters: 2 from Encanto, 1 superhero
 - Decorations
 - Possible give away (for kids)
- Snow Creation Contest
 - Flyer - Starkey will create
 - Commission can pick finalists then allow community to vote online

NEW BUSINESS:

- Commission Elections
 - Chair: Amanda York
 - Vice Chair: Barb Janutol
 - Treasurer: Amanda Starkey
 - Secretary: Melinda Billingsley

Motion to approve commission board positions as a slate made by Klotz and second by Heim.

Approval of motion

Yes: Billingsley; Janutol; Klotz; Rennpage; York; Andrews; Heim; Fratarolli

No: None

Absent: Starkey

- Sub-committees:
 - WinterFest: York, Rennpage, Fratarolli
 - Bike Ride: Billingsley, Klotz, Starkey
 - Fishing Derby: Janutol, Heim, Andrews

PUBLIC COMMENT:

- None

ADJOURNMENT:

Motion was made to adjourn the meeting by Dave Andrews and seconded by Barb Janutol.

Approval of motion

Yes: Billingsley; Janutol; Klotz; Rennpage; York; Andrews; Heim; Fratarolli

No: None

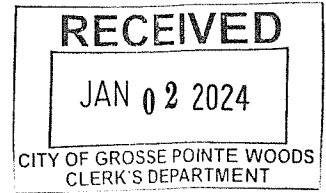
Absent: Starkey

Meeting Adjourned at 7:57pm.

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

Commission Approved January 16, 2024

**SENIOR CITIZENS' COMMISSION
MINUTES OF November 21, 2023 MEETING**



CALL TO ORDER:

Kevin Quasarano, Chair, called the meeting to order at 4:00 PM.

ROLL CALL:

Commission Members:

Present: Catherine Dumke, Karen Everham, Karen McLeod, Kevin Quasarano, Pamela Solomon, Janet Weber, and Ronald Wehrmann, constituting a quorum.

Absent: Donald Witt, and Heidi Uhlig-Johnstone (Helm Life Center)

Nicole Gerhart of the GPW Parks & Recreation Division, and City Council Representative Vicki Granger were also in attendance.

APPROVAL OF AGENDA

Motion by Weber, seconded by Everham, to approve the Agenda for the November 21, 2023 meeting. Said motion passed unanimously.

APPROVAL OF MINUTES:

Motion by Solomon, seconded by Wehrmann, to approve the minutes of the Senior Citizens' Commission meeting held on September 13, 2023. Said motion passed unanimously.

OLD BUSINESS

Ronald Wehrmann, Treasurer, presented the Treasurer's Report as of October 31, 2023, which included the expenses and receipts regarding the September 13, 2023, Senior Picnic.

DISCUSSION ITEMS:

Friday, December 8, 2023, Holiday Social

The requested funds in the amount of \$300 submitted to City Council to cover the expenses towards desserts for the Holiday Social was approved by Council at its meeting on October 2, 2023.

The requested funds in the amount of \$50 submitted to City Council to cover the expense of the purchase of five \$10 Kroger gift cards as prizes for the Holiday Social was approved by Council at its meeting on October 2, 2023.

A general discussion followed regarding this Commission's participation in the Holiday Social.

Nicole Gerhart's update to the Commission included: the event is sold out; the menu; Director Kosanke's short presentation regarding fraud against seniors; and North Choral to provide entertainment. She requested Commission members to volunteer to help with set up and registration.

NEW BUSINESS/PUBLIC COMMENT

1. Vicki Granger, who represents the City at The Helm meetings regarding The Helm's millage request, updated the Commission on this matter.
2. A general discussion took place regarding possible longer presentations to seniors in the community by Director Kosanke, or others (Kevin Quasarano volunteered his services), regarding such subjects as fraud against seniors, two-factor identification, etc.
3. The next meeting of this Commission will be held on Tuesday, January 16, 2024, at 4:00 PM, at Robert E. Novitke Municipal Center -Community Center – Lake Room.
4. No members of the public were in attendance.

ADJOURNMENT

Motion made by Weber, seconded by Everham, that the meeting adjourn. Motion passed unanimously. Meeting adjourned at 4:51 PM.

Respectfully submitted,

Catherine Dumke, Secretary

COMMITTEE-OF-THE-WHOLE
MINUTES EXCERPT
01-22-24

There was a consensus of the Committee-of-the-Whole to place this item regarding **Lake Front Park – Main Pool Liner Replacement** on the next City Council agenda and recommend that City Council approve the immediate purchase of the polyvinyl chloride liner and authorize a budget amendment.

MEMO 24-05

TO: Frank Schulte, City Administrator

FROM: James Kowalski, Director of Public Services

DATE: January 12, 2024

SUBJECT: Lake Front Park – Main Pool Liner Replacement

RECEIVED

JAN 16 2024

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

The Lake Front Park main pool is inspected every spring by Aquatic Source before opening. Over the last two years, Aquatic Source has reported that the membrane liner would need to be replaced. The current liner is 16 years old and is pulling away from the walls and a significant amount of water was being lost due to the compromised liner. Outdoor liners have a life expectancy of 10 years.

Through the recommendation of Aquatic Source, K Construction was contracted for a quote to replace the membrane liner in order to make the pool operational for the summer of 2024. They are the only known installer in the State of Michigan to install commercial liners of the magnitude and scope of the main pool.

K Construction provided a quote to install the 60 mil polyvinyl chloride (PVC) membrane liner in the amount of \$328,098.00 at the Lake Front Park main pool.

In order for the pool to be in operation for the 2024 summer season, K Construction will need to order supplies immediately due to the nationwide polyvinyl chloride (PVC) shortage.

Therefore, we recommend the installation of a 60 mil polyvinyl chloride (PVC) membrane liner by K Construction, 16109 River Ridge Trl., Linden, MI 48451 in the amount of \$328,098.00. The new membrane liner and welds that will hold it in place will carry a 10 year limited warranty. I recommend a construction contingency in an amount not to exceed \$21,902.00 for any unforeseen problems should they arise. The total construction for this project will not exceed \$350,000.00.

This is not a budgeted item in the Fiscal Year 2023/2024 budget and would require a budget amendment and transfer from account no. 101-000-692.100, Transfer from prior year Reserve Fund Balance into the Municipal Improvements Parks and Recreation account no. 401-902-977.104.

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



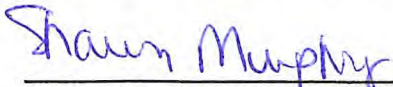
Frank Schulte, City Administrator



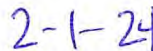
Date

Fund Certification:

Account numbers and amounts have been verified as presented.



Shawn Murphy, Comptroller/Treasurer



Date



190 Summit St., Brighton, MI 48116 • phone 248.366.0606 • fax 248.366.0605
www.aquaticsource.com

January 10, 2024

City of Grosse Pointe Woods
Attention: James Kowalski- Director of Public Services
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Re: K Construction

Jim,

Thank you for your inquiry regarding Tom Kreppel and K Construction. He is the ONLY installer that we know of and trust in the State of Michigan to install commercial liners of the magnitude and scope of your swimming pool.

There are only two (2) major liner companies left in the Country; Natara and RenoSys. Both of these vendors subcontract their labor out to offer a total installed price. This is how we met Tom and his crew.

They have done a fantastic job for us on every project they have worked on, and they are local; meaning in Michigan.

If you have any other specific questions, please do let us know and thank you for continuing to select Aquatic Source to help you maintain your commercial aquatic facility!!

Best Regards,

Nick Shelton
General Manager
Aquatic Source, LLC

**K CONSTRUCTION
16109 RIVER RIDGE TRL
LINDEN MI 48451
(574) - 876 - 1237**

Proposal for Grosse Pointe Woods Swimming Pool

INSTALLATION OF THE 60ML PVC MEMBRANE

Broom and Clean Pool surface and void it of all loose debris including 4 Labor hours

Removal of Existing Liner - Including all Termination and flanges. Materials to be placed in Dumpster provided by City

All Lights to be disconnected by Customer. Removal and disposal by K Construction. Lights to be Plated over by ¼ inch PVC Plate

Coat Interior of the Pool with sanitizing agent. Apply Felt Adhesive as required.

Apply Felt 11 (150 mil) to isolate membrane from the pool - as required. Not to exceed 3,000 square feet.

Install the 60 mil PVC membrane through hot air welding throughout.

Termination to be at top of pool wall (below gutter).

All Penetrations will be terminated with custom flanges.

Complete additional perimeter caulking, detail work, finish work, to make a complete watertight installation.

Clean site suitable for pool filling and perform final inspection.

Membrane and all welds shall carry a 10 year limited warranty.

Other Installation items shall carry a 1 year limited warranty .(e.g. Caulk, fasteners at compression fittings etc)

FURNISH AND INSTALL PVC MEMBRANE MAIN POOL..... \$328,098.00

Price is valid for 30 days. Pricing is based on a Fall of 2024 Installation. Payment Terms will be negotiated on a progress of completion scale.

I have read and understand the information contained on this contract, conditions, installation, and quotation and agree to the terms within.

For K Construction

For Grosse Pointe Woods

Date: _____

Date: _____

COMMITTEE-OF-THE-WHOLE
MINUTES EXCERPT
01-22-24

There was a consensus of the Committee-of-the-Whole to place this item on the next City Council agenda and recommend that City Council approves to move forward with the **Complete Distribution System Materials Inventory (CDSMI) project** and authorize a budget amendment.

MEMO 24-08

TO: Frank Schulte, City Administrator
FROM: James Kowalski, Director of Public Services *J.K.*
DATE: January 30, 2024
SUBJECT: Water Service Material Investigation – AEW Project No. 0160-0461

On January 22, 2024, the new requirements from the United States Environmental Protection Agency (EPA) regarding the Complete Distribution System Materials inventory (CDSMI) were discussed at the Committee of the Whole meeting.

On Tuesday, January 23, 2024 four bids were received. The low bidder was National Industrial Maintenance, Inc. of East Chicago, Indiana.

National Industrial Maintenance, Inc.	\$210,625.00
M. L. Chartier Excavating, Inc.	\$221,842.50
Underground Infrastructure Services	\$243,875.00
Super Construction, LLC	\$303,750.00

AEW has previously worked with National Industrial Maintenance, Inc. and find them qualified to perform this work.

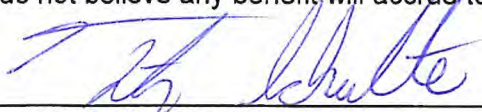
Based upon the recommendation of AEW, I concur that the contract for the Water Service Material Investigation be awarded to the lowest qualified bidder, National Industrial Maintenance, Inc., 4530 Baring Avenue, East Chicago, IN 46312, in the amount of \$210,625.00. I recommend a construction contingency in an amount not to exceed \$22,250.00 for any unforeseen problems should they arise. The total construction for this project will not exceed \$232,875.00.

I further recommend design and construction engineering to be provided by Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Rd., Shelby Twp., MI 48315 in an amount not to exceed \$42,125.00. The total project cost will not exceed \$275,000.00.

This is not a budgeted item in the Fiscal Year 2023/2024 budget and would require a budget amendment and transfers from the water/sewer fund balance account no. 592-000-697.000 into the Lead Service Lines Construction account no. 592-537-975.500 in the amount of \$232,875.00 and the Lead Service Lines Engineering account no. 592-537-978.300 in the amount of \$42,125.00.

Please contact me if you have any questions regarding this matter.

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


Frank Schulte, City Administrator

1-31-24
Date

Fund Certification:

Account numbers and amounts have been verified as presented.


Shawn Murphy, Treasurer/Comptroller

1-31-24
Date



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

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

January 29, 2024

Jim Kowalski, Director of Public Services
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236-2397

Reference: **Water Service Material Investigation**
AEW Project No. 0160-0461

Dear Mr. Kowalski:

On Tuesday, January 23, 2024, four (4) bids were received for the above referenced project. We have tabulated the bids and have included a summary herewith for your use.

The low bidder for this project is National Industrial Maintenance, Inc. of East Chicago, Indiana, with a total bid amount of \$210,625.00. We have previously worked with National Industrial Maintenance, Inc. in other communities, and find them qualified to perform this work.

Based on past performance and the lowest bid submitted, we recommend that the contract for the **Water Service Material Investigation** be awarded to **National Industrial Maintenance, Inc.**, 4530 Baring Avenue, East Chicago, IN 46312 in the amount of **\$210,625.00**.

In addition, we are recommending a construction contingency in the amount of \$22,250; and Design and Construction Engineering in the amount of \$42,125. Therefore, the total project cost is \$275,000.

If you have any questions, please advise.

Sincerely,

Ross Wilberding
On: US, Envelope: aewinc.com, O: Anderson,
Eckstein & Westrick, Inc., CN: Ross Wilberding
2024.01.29 12:08:50-0500

Ross Wilberding, PE

Enclosure: Bid Tabulation
cc: Shawn Murphy, Deputy Controller
Jeanne Duffy

M:\0160\0160-0461\Project Mgmt\Correspondence\0160-0461_RecAward.docx



TABULATION OF BIDS
CITY OF GROSSE POINTE WOODS
WATER SERVICE MATERIAL INVESTIGATION
AEW PROJECT NO. 0160-0461

DATE: 1/23/2024
TIME: 10:00 AM

Prepared by Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, MI 48315

BIDDER RANKING

RANK	BIDDER'S NAME	TOTAL BID
1	National Industrial Maintenance, Inc.	\$ 210,625.00
2	M. L. Chartier Excavating, Inc.	\$ 221,842.50
3	Underground Infrastructure Services	\$ 243,875.00
4	Super Construction, LLC	\$ 303,750.00 *

* CORRECTED BY ENGINEER



TABULATION OF BIDS
CITY OF GROSSE POINTE WOODS
WATER SERVICE MATERIAL INVESTIGATION
AEW PROJECT NO. 0160-0461

				National Industrial Maintenance, Inc. 4530 Baring Avenue East Chicago, IL 46312		M. L. Chartier Excavating, Inc. 9195 Marine City Highway Fair Haven, MI 48023		Underground Infrastructure Services 15155 Fogg Street Plymouth, MI 48170	
Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	Mobilization, Max. \$25,000	1	LS	5,000.00	5,000.00	25,000.00	25,000.00	5,000.00	5,000.00
2.	Hand Patching	175	Ton	175.00	30,625.00	98.30	17,202.50	150.00	26,250.00
3.	Pavt, Rem	250	Syd	50.00	12,500.00	9.50	2,375.00	45.00	11,250.00
4.	_Traffic Control, Major Street	1	LS	5,000.00	5,000.00	17,220.00	17,220.00	10,000.00	10,000.00
5.	_Traffic Control, Minor Street	1	LS	2,500.00	2,500.00	12,220.00	12,220.00	5,000.00	5,000.00
6.	_Site Restoration and Cleanup	1	LS	50,000.00	50,000.00	4,650.00	4,650.00	18,750.00	18,750.00
7.	_Water Service, Investigate	375	Ea	280.00	105,000.00	381.80	143,175.00	447.00	167,625.00
TOTAL AMOUNT BID				\$	210,625.00	\$	221,842.50	\$	243,875.00

* CORRECTED BY ENGINEER



TABULATION OF BIDS
CITY OF GROSSE POINTE WOODS
WATER SERVICE MATERIAL INVESTIGATION
AEW PROJECT NO. 0160-0461

Super Construction, LLC
201 Marton Street
Bay City, MI 48706

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount
1.	Mobilization, Max. \$25,000	1	LS	20,000.00	20,000.00
2.	Hand Patching	175	Ton	0.00	0.00
3.	Pavt, Rem	250	Syd	0.00	0.00
4.	_Traffic Control, Major Street	1	LS	5,000.00	5,000.00
5.	_Traffic Control, Minor Street	1	LS	5,000.00	5,000.00
6.	_Site Restoration and Cleanup	1	LS	30,000.00	30,000.00
7.	_Water Service, Investigate	375	Ea	650.00	243,750.00 *
TOTAL AMOUNT BID				\$	303,750.00 *

* CORRECTED BY ENGINEER

COMMITTEE-OF-THE-WHOLE
MINUTES EXCERPT
01-22-24

There was a consensus of the Committee-of-the-Whole to place this item regarding **Right of Way Acquisition for Vernier & Mack Intersection Improvements – AEW Project No. 0160-0455** on the next City Council Agenda and recommend to City Council approval of the right of way acquisition provided by 4D Acquisition & Consulting, LLC and authorize a budget amendment.

MEMO 24-03

RECEIVED

TO: Frank Schulte, City Administrator

FROM: James Kowalski, Director of Public Services

J.K.

JAN 16 2024

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

DATE: January 12, 2024

SUBJECT: Right of Way Acquisition for Vernier & Mack Intersection Improvements
AEW Project no. 0160-0455

On June 5, 2023, Council approved funds for design engineering for Vernier & Mack Intersection Improvements. In addition to the design of the project, AEW assisted in acquiring Highway Safety Improvement Program (HSIP) funds.

Since design efforts began, additional grant funding opportunities have become available, particularly Safe Routes to Schools (SRTS) and Wayne County ARPA funds.

In order to move forward with the Vernier and Mack Intersection Improvements, AEW has identified a need to secure permanent and temporary easements. The acquisitions will impact a total of four parcels with residential and commercial uses. The project is using MDOT funding and must comply with MDOT LAP requirements.

4D Acquisition & Consulting, LLC has provided an estimate to complete the necessary right of way acquisition in the amount of \$20,258.00.

Based upon the recommendation of AEW, I concur that Council approve the right of way acquisition that will be provided by 4D Acquisition & Consulting, LLC, 9253 Onsted Hwy., Onsted, MI 49265 in an amount not to exceed \$20,258.00.

This is not a budgeted item in the Fiscal Year 2023/2024 budget and would require a budget amendment and transfer from account no. 202-000-692.000, Transfer from prior year Reserve Fund Balance into the Major Streets Vernier and Mack Improvements account no. 202-451-977.117.

Please contact me if you have any questions regarding this matter.

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

Frank Schulte

Frank Schulte, City Administrator

2-1-24
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

Shawn Murphy

Shawn Murphy, Treasurer/Comptroller

2-1-24
Date



PROPOSAL FOR
RIGHT-OF-WAY ACQUISITION SERVICES FOR
CITY OF GROSSE POINTE WOODS
VERNIER ROAD PROJECT

SUBMITTED TO
CITY OF GROSSE POINTE WOODS
Care Of
ANDERSON, ECKSTEIN & WESTRICK, INC.

Submitted by:
4D Acquisition and Consulting, LLC
9253 Onsted Hwy
Onsted, MI 49265

Project Understanding

In association with the Vernier Road project the City of Grosse Pointe Woods, through its engineer AEW, has identified a need to secure permanent and temporary easements. The acquisitions will impact a total of 4 parcels with residential and commercial uses. The engineer has completed easement exhibits identifying easements of varying dimensions. In addition to having prepared easement descriptions, AEW has also obtained title work for the impacted parcels. The project is using MDOT funding and must comply with MDOT LAP requirements.

4D has been asked to provide an estimate to complete the necessary right of way acquisition. The services will generally include: initial contact with the owners to explain the project; preparation of a broker's price opinion (BPO) valuation; presentation offers and good faith negotiations (if required); document management and closings. The City will approve compensation and negotiations in addition to issuing payment to the owner and recording fees.

Work Plan

As a federal aid project subject to MDOT LAP review the project needs to be completed in accordance with the state and federal regulations. A key aspect of the regulations is the valuation and determination of just compensation for which MDOT has provided clarity on the three potential means of valuation: market study, appraisal and review or broker price opinion. Reviewing the project against MDOT's criteria, it appears the most appropriate method is the BPO. However, the acquisition from Charles L Parcels Middle School will likely exceed \$10,000 and the school will have to waive their right to an appraisal; this proposal and valuation method assumes the school will agree to such waiver. If the school elects not to waive their right to an appraisal then an appraisal will be necessary. The preparation of an appraisal has been included as Task 3 of the proposed budget and will be completed if the school elects not to waive the appraisal.

Following authorization to proceed, AEW will provide 4D the title documents and temporary easement agreements (or approve forms provided by 4D). 4D will initiate contact with the owners to inform them of the project, the necessity for the easement and to verify title and property information. 4D will collect information to prepare the BPO. Upon completion of the BPO the recommended values will be provided to AEW/Grosse Pointe Woods for authorization to present offers. When authorized, 4D will present the offers and pursue the easements.

While we aim to secure the easements at the offered amount, 4D will also be prepared to negotiate a settlement with the owners. The negotiations may include revisions to easement, stipulations for construction and restoration and/or the compensation. Project approval will be sought for any changes to the easement or items related to the construction of the project. If additional compensation is required 4D will prepare formal settlement requests in accordance with the regulations for City approval. Once an agreement is reached and approved, 4D will request payment from the City and will exchange payment for executed documents at a meeting with the owner. The permanent easements will be record temporary easements will not be recorded.

4D's has generated the following scope of services, deliverables, schedule, assumptions and cost estimate for the project.

Scope of Services

4D will:

1. Review title, and easements or provide easements for review.

2. Initiate contact with the property owners to introduce the project and discuss project details including impacts to their parcel.
3. Prepare a BPO for the acquisitions. (Or, appraisal of Parcels school if required.)
4. Prepare offers, easements and other acquisition documents as required.
5. Present offers and perform good faith negotiations to secure the rights. If an agreement cannot be reached, prepare an unsecured package and submit it to the City with a recommendation for redesign or condemnation.
6. Coordinate execution of documents and distribution of payment to owners.
7. Maintain files for each parcel and document contact with landowners.
8. Participate in meetings and provide progress reports and communication with the City's project team of the status of each acquisition.

Deliverables

1. Complete file, including executed documents or unsecured package, contact notes, offer, and miscellaneous parcel information.
2. Construction comments/identification of any special agreements or considerations.
3. Progress reports.

Estimated Schedule

4D is prepared to commence the project upon execution of the contract.

Staff

4D proposes to assign the following personnel to this project:

- Tim Davis, SR/WA, Broker
- Other staff as deemed appropriate or necessary

Sub-Contractors

If appraisal services become necessary:

- R.S. Thomas and Associates – Appraisal
- Northern Michigan Real Estate Consultants – Appraisal Review

Assumptions of Estimate

1. The project will involve 4 parcels having 3 owners (GPPS owning two) being impacted by 2 permanent and 4 temporary easements.
2. The grantor of the temporary easement will be the owner or other appropriate party for the property. (i.e. the condo association president)
3. Subordinations will not be pursued if/where mortgage interests exist.
4. AEW will provide title, legal descriptions and exhibits/sketches for the acquired area.
5. The preferred easement document will be provided to 4D. The City will be available to review changes as may be necessary to negotiate settlements.
6. A total of up to three (3) meetings with the owners, in addition to phone calls, emails and mailings, for preliminary interviews, presentation of offer, negotiations and closing will be required and have been included in this scope and budget.

7. 4D is putting forth an experienced, professional acquisition agent/team that will utilize proven approaches to secure the necessary rights however, due to the inability to control or forecast the decisions of individual property owners the result of the acquisition effort cannot be predicted. The file for a property which cannot be secured will be submitted as 'unsecured' for further action or redesign.
8. Work performed after execution of agreements or submission of an unsecured package is not part of the scope/estimate and will require client approval before 4D proceeds.
9. Fees and costs related to closings and actual compensation due to owners are not included in 4D's cost estimate and will be paid by the City.
10. All parties are incentivized to reach conclusion of the project and will work diligently to do so. Any delays which are not caused by 4D which impact the project completion schedule will justify a revision to the budget.
11. If the GPPS elects to not waive the appraisal on the Parcels school parcel then, per Task 3 of the Cost below, 4D will commence the appraisal and review.

Cost

4D has developed the cost of providing the services herein described as:

Task 1: Invoiced upon submission of recommended compensation for approval to present offers.

Task 2: Invoiced upon submittal of parcel file (closed or unsecured).

Task 3: Invoiced upon completion of Appraisal and Review (if required).

<u>Milestone Per Parcel</u>	<u>Temporary</u>
Task 1	\$1,306
Task 2	\$2,425
Total Per Parcel	\$3,730
Total Project	\$14,920
Task 3	\$5,338
Total Project if Appraisal Required	\$20,258

Terms and Conditions

These services will be completed in accordance with the Terms and Conditions for Services Agreement dated 6-1-2021.

Authorization and Acceptance

4D Acquisition & Consulting, LLC

CITY OF GROSSE POINTE WOODS

By: Tim Davis

By: _____

Printed Name: Tim Davis

Printed Name: _____

Title: Vice President

Title: _____



TERMS AND CONDITIONS FOR SERVICES AGREEMENT

ARTICLE 1 – CONTRACT FORMATION

A legally enforceable Agreement shall arise between 4D Acquisition and Consulting, LLC and the Client upon Client's written acceptance of 4D Acquisition's Proposal. The Agreement shall consist of 4D Acquisition's Proposal, these Terms and Conditions for Services Agreement and any other documents attached to or specifically identified therein. If the Client accepts 4D Acquisition's Proposal by issuing a purchase order or other similar document to authorize Work to begin, the purchase order or similar document shall become part of this Agreement.

ARTICLE 2 – DEFINITIONS

2.01 *Defined Terms*

- A. The following terms used within this Master Agreement shall be defined as follows:
 1. *Agreement* – Defined in Article 1.
 2. *Client* – The individual or entity with which 4D Acquisition has entered into an Agreement and for which 4D Acquisition's services are to be performed.
 3. *4D Acquisition* – 4D Acquisition and Consulting, LLC, with headquarters located at 9253 Onsted Hwy, Onsted Michigan, 49265.
 4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 5. *Documents* – Data, reports, drawings, specifications, record drawings, and other deliverables, excluding any proprietary documentation or information of 4D Acquisition, whether in printed or electronic media format, provided or furnished in appropriate phases by 4D Acquisition to Client pursuant to this Master Agreement.
 6. *Effective Date* – The date 4D Acquisition receives Client's written acceptance of 4D Acquisition's Proposal.
 7. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
 8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 9. *Proposal* – 4D Acquisition's offer to provide services.
 10. *Work* – The scope of services to be provided by 4D Acquisition.



ARTICLE 3 – 4D ACQUISITION’S RESPONSIBILITIES

3.01 General

- A. 4D Acquisition shall perform the services set forth in 4D Acquisition’s proposal with the degree of skill and care ordinarily exercised, under similar circumstances, by similar professionals at the time such services are rendered.
- B. Client agrees that 4D Acquisition can exert such degree of responsibility only where Client permits 4D Acquisition to exercise independent judgement in the performance of its Work. In recognition thereof, Client agrees that 4D Acquisition shall not be liable for any loss or damage resulting from or attributable to:
 - 1. The execution by 4D Acquisition of Client instructions, whether such instructions are of a real estate nature or otherwise; or
 - 2. The incorporation of specific real estate decisions by Client into 4D Acquisition’s work product.

This shall not be interpreted to relieve 4D Acquisition from responsibility resulting from mere approval of concept by Client. 4D Acquisition’s liability and Client’s exclusive remedy are limited to the reperformance of services by 4D Acquisition at its expense of services which are deficient because of 4D Acquisition’s failure to perform said services in accordance with the above standard.
- C. 4D Acquisition shall endeavor to perform the Work according to the schedule identified in 4D Acquisition’s proposal. Dates critical to the Client shall be communicated to 4D Acquisition by the Client.
- D. 4D Acquisition shall designate a project manager to act as 4D Acquisition’s representative and agent with authority to transmit information, receive information and direct 4D Acquisition’s activities. The Client shall direct all communications concerning the Work to 4D Acquisition’s project manager.

ARTICLE 4 – CLIENT’S RESPONSIBILITIES

4.01 General

- A. Client shall provide 4D Acquisition with Work objectives, constraints, performance requirements, budgetary limitations, schedules and other parameters as appropriate that may influence the services to be provided by 4D Acquisition.
- B. Client shall provide, without charge, all data and information in the possession of the Client as may be required by 4D Acquisition to perform its services. If the Client has developed specific standards, policies, protocols and procedures which Client desires 4D Acquisition to follow, then such standards, policies, protocols and procedures shall be furnished to 4D Acquisition, without charge, prior to 4D Acquisition beginning the Work.
- C. Client shall designate a person to act as Client’s representative, who shall have complete authority to transmit instructions, receive information, and interpret and define Client’s policies and decisions with respect to the services performed under this Agreement.
- D. Client shall provide immediate written notice to 4D Acquisition should the Client observe or otherwise become aware of any defect in the services provided by 4D Acquisition.
- E. Client shall provide 4D Acquisition’s personnel, without charge, all necessary access to work sites as required for 4D Acquisition to perform its services.
- F. Client shall be responsible for, and 4D Acquisition may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to 4D Acquisition pursuant to this Agreement. 4D Acquisition may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.



G. Client shall make decisions and carry out its responsibilities in a timely manner so as not to delay 4D Acquisition's performance of its services.

H. Client shall compensate 4D Acquisition as set forth in Article 6 of this Master Services Terms and Conditions Agreement.

ARTICLE 5 – SCHEDULE FOR RENDERING SERVICES

5.01 Commencement

A. 4D Acquisition will begin providing services after receiving written authorization from the Client to start the Work.

5.02 Time for Completion

A. 4D Acquisition shall complete its obligations within a reasonable time period as is customary in the industry. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in the Proposal, and are hereby agreed to be reasonable.

B. If, through no fault of 4D Acquisition, such periods of time or dates are changed, or the orderly and continuous progress of 4D Acquisition's services is impaired, or 4D Acquisition's services are delayed or suspended, then the time for completion of 4D Acquisition's services, and the rates and amounts of 4D Acquisition's compensation, shall be adjusted accordingly. 4D Acquisition shall be excused from performance for any period during which, and to the extent that, it or its employees, agents, contractors, subcontractors, consultants, or subconsultants, are prevented from performing any obligation, service or the Work, in whole or in part, as a result of causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication failures, and power failures.

C. If the Client authorizes changes in the scope, extent, or character of the Work, then the time for completion of 4D Acquisition's services, and the rates and amounts of 4D Acquisition's compensation, shall be adjusted accordingly.

D. If 4D Acquisition fails, through its own fault, to complete the performance required in this Agreement within the time periods set forth in the Proposal, as duly adjusted, then Client's sole remedy shall be limited to the recovery of direct damages only, if any, resulting from such failure. Consequential damages as defined in Article 7.10 shall not be considered as direct damages.

ARTICLE 6 – INVOICES AND PAYMENTS

6.01 *Compensation:* Client shall compensate 4D Acquisition for services and expenses as specified in 4D Acquisition's Proposal.

6.02 Invoices

A. *Preparation and Submittal of Invoices:* 4D Acquisition shall prepare invoices in accordance with its standard invoicing practice. 4D Acquisition shall submit its invoices to Client once per month or as specified in the Proposal. Invoices are due and payable within 30 days of receipt.

6.03 Payments

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to 4D Acquisition and then to principal.

B. *Failure to Pay:* If Client fails to make any payment due 4D Acquisition for services and expenses within 30 days after receipt of 4D Acquisition's invoice, then:

1. Amounts due 4D Acquisition by Client will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and



2. 4D Acquisition may, after giving seven days written notice to Client, suspend services under this Master Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client expressly waives any and all claims against 4D Acquisition for any losses, expenses, damages (whether direct, indirect, exemplary or consequential), or liability in connection with or arising from any such suspension of services.
- C. *Disputed Invoices:* If Client contests an invoice, Client shall promptly advise 4D Acquisition of the specific basis for doing so, and identify that portion of the invoice in dispute, and Client must pay the undisputed portion of such invoice within the time period prescribed in paragraph 6.03B above.
- D. *Legislative Action:* If any governmental entity takes a legislative action that imposes new or additional taxes, fees, or charges on 4D Acquisition's services or compensation under this Agreement, then 4D Acquisition may invoice such new or additional taxes, fees, or charges as an expense that will be paid by the Client at cost and without markup. Client shall reimburse 4D Acquisition for the cost of such new taxes, fees, and charges; such reimbursement shall be in addition to the compensation defined in the Proposal.

ARTICLE 7 – GENERAL CONSIDERATIONS

7.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional services performed or furnished by 4D Acquisition under this Master Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. 4D Acquisition makes no warranties, express or implied, under this Agreement or otherwise, in connection with 4D Acquisition's services.
- B. *Technical Accuracy:* Client shall not be responsible for discovering deficiencies in the technical accuracy of 4D Acquisition's services. 4D Acquisition shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Client-furnished information, or for other circumstances beyond the reasonable control of 4D Acquisition.
- C. *Compliance with Laws and Regulations, and policies and procedures:*
 1. 4D Acquisition and Client shall comply with applicable Laws and Regulations.
 2. 4D Acquisition shall comply with written policies and procedures of Client which have been provided to 4D Acquisition prior to 4D Acquisition performing the services, subject to the standard of care set forth in Paragraph 7.01.A.
 3. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures as of the Effective Date. Changes after the Effective Date of this Agreement to these Laws and Regulations, or to Client-provided written policies and procedures may be the basis for modifications to Client's responsibilities or to 4D Acquisition's scope of services, times of performance, or compensation.
- D. *Use of Documents*
 1. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.



2. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

7.02 Insurance

A. 4D Acquisition shall procure and maintain insurance as set forth below. 4D Acquisition shall cause Client to be listed as an additional insured on any applicable general liability insurance policy carried by 4D Acquisition.

1.	Workers' Compensation	Statutory
2.	Employer's Liability	
	a. Each Accident	\$1,000,000
	b. Disease, Policy Limit	\$1,000,000
	c. Disease, Each Employee	\$1,000,000
3.	General Liability	
	a. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
	b. General Aggregate	\$2,000,000
4.	Umbrella Liability	
	a. Each Occurrence	\$1,000,000
	b. General Aggregate	\$2,000,000
5.	Automobile Liability - Combined Single Limit (Bodily Injury and Property Damage)	
	a. Each Accident	\$1,000,000
6.	Professional Liability	
	a. Each Claim Made	\$1,000,000
	b. Annual Aggregate	\$1,000,000

7.03 Suspension and Termination

- A. *Suspension:* The Client may suspend the Work for up to ninety (90) days upon seven (7) days written notice to 4D Acquisition. Client agrees to compensate 4D Acquisition for services provided up to the date of suspension; reasonable de-mobilization and re-mobilization costs; and any escalation, penalties, lease expenses, or other related expenses that may be incurred by 4D Acquisition as result of such suspension. Upon making such payment, Client may request Documents from 4D Acquisition that are incomplete or unchecked but Client shall be solely responsible for, and shall assume all liability for any damages caused by, the use of incomplete or unchecked Documents.
- B. *Termination:* Either party may at any time, upon 30 days prior written notice to the other party, terminate the Work or any task established under this Proposal. Upon such termination, Client shall pay 4D Acquisition all amounts owing to 4D Acquisition for all Work performed up to the effective date of termination, plus reasonable termination costs. Reasonable termination costs shall include, but not be limited to, the cost of terminating any contracts, leases, or other obligations incurred by 4D Acquisition in connection with the Work. In addition, 4D Acquisition may, upon seven (7) days written notice, terminate the Work if Client demands that 4D Acquisition furnish or perform services contrary to 4D Acquisition's responsibilities as professionals. 4D Acquisition shall have no liability to Client on account of such termination.
- C. *Effective Date of Termination:* The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow 4D Acquisition to demobilize personnel, facilities and equipment, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Documents into orderly files.



D. *Payments upon Termination:*

1. In the event of any termination, 4D Acquisition will be entitled to invoice Client and to receive full payment for all services performed or furnished in accordance with this Agreement through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk.
2. In the event of termination by Client for convenience, or by 4D Acquisition for cause, 4D Acquisition shall be entitled, in addition to invoicing and payment for those items identified in Paragraph 7.04D.1, to invoice Client and to receive payment for services and expenses attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, relocation expenses, costs of terminating contracts with 4D Acquisition's consultants, lease buy-outs, and other related close-out costs and expenses.
3. The Client shall be solely responsible for, and shall assume all liability for any damages caused by, the use of incomplete or unchecked Documents prepared by 4D Acquisition.

7.04 *Controlling Law*

- A. This Master Agreement shall be governed by the laws of the State of Michigan.

7.05 *Successors, Assigns, and Beneficiaries*

A. Client and 4D Acquisition are hereby bound and the successors, executors, administrators, and legal representatives of Client and 4D Acquisition (and to the extent permitted by Paragraph 7.06.B the assigns of Client and 4D Acquisition) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Client nor 4D Acquisition may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or 4D Acquisition to any Contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and 4D Acquisition and not for the benefit of any other party.

7.06 *Dispute Resolution:* Client and 4D Acquisition agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Client and 4D Acquisition will mutually agree on the forum for such mediation and will participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days from the date of written notice of the claim, counterclaim, Dispute, or matter in question from the disputing party. If such mediation is unsuccessful in resolving a Dispute, or the parties are unable to mutually agree upon a mediator within thirty (30) days of the date of such written notice, or if either party fails to participate in the mediation process in good faith, then either party may seek and undertake legal action to have the Dispute handled by a court of competent jurisdiction and may further seek all available legal remedies to such party, including, but not limited to, all available remedies at law or in equity.



7.07 *Environmental Condition of the Property*

- A. Client has disclosed to 4D Acquisition in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the property, including type, quantity, and location.
- B. Client represents to 4D Acquisition that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to 4D Acquisition, exist at the property.
- C. If 4D Acquisition encounters or learns of an undisclosed Constituent of Concern at the Site, then 4D Acquisition shall notify: (1) Client; and (2) appropriate governmental officials if 4D Acquisition reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that 4D Acquisition's scope of services does not include any services related to Constituents of Concern. If 4D Acquisition or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then 4D Acquisition may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Work affected thereby until Client: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the property is in full compliance with applicable Laws and Regulations.
- E. If the presence of undisclosed Constituents of Concern adversely affects the performance of 4D Acquisition's services under this Agreement, then 4D Acquisition shall have the option of: (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 day's notice.
- F. Client acknowledges that 4D Acquisition is performing professional services for Client and that 4D Acquisition is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with 4D Acquisition's activities under this Agreement.

7.08 *Indemnification*

- A. *Indemnification by 4D Acquisition:* To the fullest extent permitted by law, 4D Acquisition shall indemnify and hold harmless Client, and Client's officers, shareholders, directors, members, partners, agents, consultants, and employees from those reasonable claims, costs, losses, and damages arising out of or relating to the Work, for any claim, cost, loss, or damage including but not limited to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act, error or omission of 4D Acquisition or 4D Acquisition's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Client:* To the fullest extent permitted by law, the Client shall indemnify and hold harmless 4D Acquisition, and 4D Acquisition's officers, shareholders, directors, members, partners, agents, consultants, and employees from those reasonable claims, costs, losses, and damages arising out of or relating to the Work, for any claim, cost, loss, or damage including but not limited to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act, error or omission of Client or Client's officers, directors, members, partners, agents, employees, consultants or contractors.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Client shall indemnify and hold harmless 4D Acquisition and its officers, directors, members, partners, agents, employees, and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from, directly or indirectly, a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss



of use resulting therefrom, and (2) nothing in this paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Client, 4D Acquisition, and all other negligent entities and individuals.

7.09 *Consequential Damages:* To the fullest extent permitted by law, neither party shall be liable to the other for any special, exemplary, indirect or consequential damages of any nature including, but not limited to: damages arising from the use or loss of use of any facility; loss of anticipated profits or revenues; costs of replacement services, goods and utilities; costs of purchasing or generating replacement electricity; damages arising from delay; claims of customers; or interest, whether based in contract, tort, strict liability, or any other legal theory, even if such party was advised on the possibility of such damages in advance.

7.10 *Limitation of Liability:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of 4D Acquisition and 4D Acquisition's officers, shareholders, directors, members, partners, agents, employees, and subconsultants, to Client and any third party including anyone claiming by, through, or under Client for any and all claims, losses, costs, damages, expenses (including but not limited to reasonable attorney fees) whatsoever arising out of, resulting from, or in any way related to the Work or this Agreement from any cause or causes whatsoever, including but not limited to the acts, negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of 4D Acquisition or 4D Acquisition's officers, shareholders, directors, members, partners, agents, employees, or subconsultants shall not exceed the aggregate sum of \$500,000.

7.11 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address as indicated in the Proposal and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and 4D Acquisition, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date the Work is substantially completed.

F. *Entire Agreement:* The Agreement, upon its acceptance by both parties, shall constitute the entire and integrated understanding between the parties and supersede all prior and contemporaneous negotiations, representations, and Agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by written instrument signed by Client and 4D Acquisition.



7.13 Provisions for Specific Services if Included in 4D Acquisition's Proposal

A. *Certifications:* Certifications and the use of terms such as “certify”, “declare” or “state” shall be defined as an expression of 4D Acquisition’s professional opinion based on known information and belief, and does not constitute a warranty or guarantee by 4D Acquisition.

B. *Acquisition:* Acquisition services having a general meaning the securing of any right, authority or interest from an entity. The completion of such services typically includes presenting property owner documentation, utilizing client authorized forms, by which the acquisition would be completed. Such may also include an offer of compensation. Collectively the forms and compensation establish the “terms” of the acquisition. 4D will present the terms of such acquisition in a professional manner and will work diligently in accordance with this Agreement and the description of the Work to complete the acquisition. These are independent property owners that cannot be controlled by 4D Acquisition and as such, 4D Acquisition cannot and does not guarantee that these owners will participate in the acquisition or that the acquisition can be completed by 4D. 4D Acquisition is further not responsible or liable for any delays, and related damages or losses resulting from such acquisition not being completed.

C. *Licensing and Permitting:* These services generally involve the preparation of permit applications and other documents for submittal to various federal, state and local agencies, railroads etc. These are independent regulatory agencies, entities, organizations and companies that cannot be controlled by 4D Acquisition. As such, 4D Acquisition cannot and does not guarantee that these entities will perform a timely review of 4D Acquisition’s submittal nor can 4D Acquisition guarantee that 4D Acquisition’s submittal will be approved. 4D Acquisition is further not responsible or liable for any delays, and related damages or losses resulting from any such licensing and permitting delays or the failure by any such agency, entity, organization, or company to approve any such submittal.



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

INVOICE

January 23, 2024

Project No: 0160-0446-0

Invoice No: 148413

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

Project 0160-0446-0 VERNIER ROAD WATER MAIN REPLACEMENT

PURCHASE ORDER #21-46704 - \$217,000.00

FOR: CONTRACT ADMINISTRATION & CONSTRUCTION OBSERVATION

Professional Services from December 18, 2023 to January 14, 2024

Professional Personnel

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER	1.30	114.30	148.59
PRINTS			
ENGINEERING AIDE II	.30	68.80	20.64
CONTRACT ADMINISTRATION			
LICENSED ENG/SUR/ARC	4.50	114.30	514.35
ENGINEERING AIDE III	1.00	77.70	77.70
ENGINEERING AIDE I	.20	62.10	12.42
CONSTRUCTION OBSERVATION			
ENGINEERING AIDE III	4.00	77.70	310.80
Totals	11.30		1,084.50
Total Labor			1,084.50

Billing Limits	Current	Prior	To-Date
Total Billings	1,084.50	103,377.08	104,461.58
Limit			217,000.00
Remaining			112,538.42

Total this Invoice \$1,084.50

Outstanding Invoices

Number	Date	Balance
147799	1/3/2024	2,627.13
Total		2,627.13

pd 1/23/24

RECEIVED

JAN 31 2024

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

PO 46704
#592-537-977.310
OK-J.K.
SM 1/31/24
FS 1-31-24



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

INVOICE

January 23, 2024

Project No: 0160-0453-0

Invoice No: 148414

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.

Professional Services from December 18, 2023 to January 14, 2024

Professional Personnel

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
TEAM LEADER	1.00	92.70	92.70
ENGINEERING AIDE III	3.00	77.70	233.10
ENGINEERING AIDE I	.30	62.10	18.63
Totals	4.30		344.43
Total Labor			344.43

Billing Limits	Current	Prior	To-Date
Total Billings	344.43	24,389.49	24,733.92
Limit			25,000.00
Remaining			266.08
Total this Invoice			\$344.43

Outstanding Invoices

Number	Date	Balance
147802	1/3/2024	681.60
Total		681.60

PAID 1/23/24

RECEIVED

JAN 31 2024

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

P047271
#592-537-975.004
OK - J.K.
SM 1/31/24
FS 1-31-24



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

INVOICE

January 23, 2024

Project No: 0160-0467-0

Invoice No: 148415

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

Project 0160-0467-0 2023 SEWER CCTV INVESTIGATION
PURCHASE ORDER #23-47812 - \$16,667.00
FOR: CONSTRUCTION ADMIN.

Professional Services from December 18, 2023 to January 14, 2024

Fee

Construction Cost	65,087.50		
Fee Percentage	9.00		
Total Fee	5,857.88		
Percent Complete	50.00	Total Earned	2,928.94
		Previous Fee Billing	2,928.94
		Current Fee Billing	0.00
		Total Fee	0.00

Professional Personnel

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
TEAM LEADER	3.00	92.70	278.10
ENGINEERING AIDE III	2.50	77.70	194.25
ENGINEERING AIDE I	.50	62.10	31.05
Totals	6.00		503.40
Total Labor			503.40

Billing Limits	Current	Prior	To-Date
Total Billings	503.40	9,831.34	10,334.74
Limit			16,667.00
Remaining			6,332.26
Total this Invoice			\$503.40

RECEIVED

JAN 31 2024

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

PO 47812
592-537-975.004
OK-J.K.
SM 1/31/24
FS 1-31-24



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

INVOICE

January 23, 2024

Project No: 0160-0468-0

Invoice No: 148416

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

Project 0160-0468-0 2023 SEWER REHAB PROGRAM
PURCHASE ORDER #23-47946 - \$33,333.00
FOR: CONSTRUCTION ADMIN.

Professional Services from December 18, 2023 to January 14, 2024

Fee

Construction Cost	138,692.40
Fee Percentage	8.75
Total Fee	12,135.59

Percent Complete	50.00	Total Earned	6,067.79
		Previous Fee Billing	6,067.79
		Current Fee Billing	0.00
		Total Fee	0.00

Professional Personnel

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
TEAM LEADER	2.50	92.70	231.75
CCTV REVIEW			
ENGINEERING AIDE II	7.00	68.80	481.60
Totals	9.50		713.35
Total Labor			713.35

Billing Limits	Current	Prior	To-Date
Total Billings	713.35	15,353.65	16,067.00
Limit			33,333.00
Remaining			17,266.00

Total this Invoice \$713.35

RECEIVED

JAN 31 2024

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

PO 47946
592-537-976.001
OK - J.K
SM 1/31/24
FS 1-31-24



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

INVOICE

January 23, 2024

Project No: 0160-0472-0

Invoice No: 148417

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

Project 0160-0472-0 2023-2024 GENERAL ENGINEERING

PURCHASE ORDER #23-47692 - \$41,000.00

Professional Services from December 18, 2023 to January 14, 2024

Professional Personnel

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER			
LOCKWOOD, SCOTT	1.50	114.30	171.45
Grading ordinance meeting with McKenna and City			
LOCKWOOD, SCOTT	.50	114.30	57.15
Budget review			
LOCKWOOD, SCOTT	2.00	114.30	228.60
Infrastructure Budget meeting			
LOCKWOOD, SCOTT	2.00	114.30	228.60
Review plot plan process and fee structures			
PRELIMINARY ENGINEERING			
TEAM LEADER			
VARICALLI, FRANK	.50	92.70	46.35
Dis. magic square quantities w/City			
CONTRACT ADMINISTRATION			
LICENSED ENG/SUR/ARC			
WILBERDING, ROSS	2.00	114.30	228.60
Looking into final contract amount discrepancy			
TEAM LEADER			
VARICALLI, FRANK	.50	92.70	46.35
VARICALLI, FRANK	.50	92.70	46.35
review quantities for pay estimate			
ENGINEERING AIDE III			
ANKAWI, MICHELLE	.50	77.70	38.85
Created Draft Balance Mod and discussed with Frank and Ross			
MEETINGS			
GRADUATE ENG/SUR/ARC			
MILLER, JEFFREY	2.20	92.70	203.94
Meeting at DPW to discuss sidewalk app/quantities			
ARCHITECT			
SENIOR PROJECT ARCHITECT			
KELLEY, SCOTT	2.00	114.30	228.60
Cost estimate			
KELLEY, SCOTT	1.00	114.30	114.30
Estimate revisions			

RECEIVED

JAN 31 2024

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Project	0160-0472-0	2023-2024 GENERAL ENGINEERING	Invoice	148417
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DESIGN DEVELOPMENT

GRADUATE ENG/SUR/ARC

STURGIS, COURTNEY	2.00	92.70	185.40
Concept 4			

GENERAL

LICENSED ENG/SUR/ARC

WILBERDING, ROSS	.50	114.30	57.15
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Coordinating Ghesquiere Park Final Concept Plan revisions provided by F. Schulte

WILBERDING, ROSS	5.00	114.30	571.50
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Preparing monthly engineering meeting agenda. Updates to Budget Spreadsheet for construction budgeting meeting. Construction Budgeting Meeting and follow up.

WILBERDING, ROSS	4.00	114.30	457.20
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Reviewing estimates for LFP storage addition by S. Kelley. Updating construction budget spreadsheet for new estimates. LFP Boat launch parking lot estimate.

WILBERDING, ROSS	1.50	114.30	171.45
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Reviewing parking lot estimate and previous plans. Reformatting city-edited budget spreadsheet. updating and sending concept plan 4 for Ghesquiere Pk walking path

WILBERDING, ROSS	1.50	114.30	171.45
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Reviewing past price estimates for Pavilions. Looking into cost provided to RARE and sharing with F. Schulte.

WILBERDING, ROSS	1.00	114.30	114.30
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Reorganizing Project List for reviewing status of PO closeout

WILBERDING, ROSS	.50	114.30	57.15
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Reviewing and assisting J. Kowalski with completing insurance form for water/sewer systems

WILBERDING, ROSS	1.00	114.30	114.30
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Reviewing council meeting dates and setting up schedule for 2024 construction project pay estimate cutoff dates

GIS UPDATES

ENGINEERING AIDE III

KOWALCHICK, ANTHONY	.30	77.70	23.31
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add watermain break to GIS

KOWALCHICK, ANTHONY	5.00	77.70	388.50
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finish moving a few stop box locations and update a few utilities in GIS

KOWALCHICK, ANTHONY	.30	77.70	23.31
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make a few changes to GIS from field data

KOWALCHICK, ANTHONY	5.90	77.70	458.43
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move stop box

KOWALCHICK, ANTHONY	12.70	77.70	986.79
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move stop boxes

KOWALCHICK, ANTHONY	6.10	77.70	473.97
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update stopbox locations

CONCEPTUAL DESIGN

GRADUATE ENG/SUR/ARC

STURGIS, COURTNEY	1.00	92.70	92.70
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Ghesquiere Park Master Plan

STURGIS, COURTNEY	.50	92.70	46.35
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Ghesquiere Master Plan

Totals	64.00		6,032.40
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Total Labor

6,032.40

Reimbursable Expenses

REIMBURSABLE OTHER EXPENSE

12/21/2023	ESRI, INC.	Invoice# 94609180	408.10
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Total Reimbursables

408.10	408.10
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Project	0160-0472-0	2023-2024 GENERAL ENGINEERING	Invoice	148417
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Billing Limits	Current	Prior	To-Date	
Total Billings	6,440.50	12,403.20	18,843.70	
Limit			41,000.00	
Remaining			22,156.30	
Total this Invoice				\$6,440.50

Outstanding Invoices

Number	Date	Balance
147805	1/3/2024	7,006.20
Total		7,006.20

pd. 1123/24

PO 47692

#592-537-977.000 \$2,966.35
 #101-265-818.000 \$ 1,005.95
 #101-441-818.000 \$ 1,234.10
 #592-537-818.000 \$ 1,234.10
 ok - J.K.

sm 1/31/24

FS 1/31/24



380 New York Street
Redlands, CA-92373
Phone: (909) 792-2953

Invoice : 94609180
Order : 4541262
Customer : 22719
Customer PO : Quote Mastracco
P.O. Date :
End User : 22719
Project :

Document date : 11/22/2023
Delivery :
Contract :

Anderson Eckstein & Westrick I

'Invoice'

Page : 1

Bill to:
Stefania Mastracco
Anderson Eckstein & Westrick I
51301 Schoenherr Rd
Shelby Township MI 48315-2733

DEC - 4 2023

Ship to:
Anderson Eckstein & Westrick I
51301 Schoenherr Rd
Shelby Township MI 48315-2733

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

Terms of payment: Net Due 30 days, no discount

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

GIS Software Renewals, 1yr Exp. 2/19/2025

Item	Qty	Material Number	Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 02/20/2024 End Date: 02/19/2025	3,300.00
1010	3	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 02/20/2024 End Date: 02/19/2025	3,960.00
2010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 02/20/2024 End Date: 02/19/2025	1,650.00
3010	1	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 02/20/2024 End Date: 02/19/2025	1,320.00
4010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/20/2024 End Date: 02/19/2025	550.00



380 New York Street
Redlands, CA 92373
Phone: (909) 792-2853

Invoice : 94609180
Order : 4541262
Customer : 22719
Customer PO : Quote Mastracco
P.O. Date :
End User : 22719
Project :

Document date : 11/22/2023
Delivery :
Contract :

Anderson Eckstein & Westrick I

'Invoice'

Page : 2

Item	Qty	Material Number	Price
5010	1	100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/20/2024 End Date: 02/19/2025	550.00
6010	5	153148 ArcGIS Online Creator Annual Subscription Start Date: 02/20/2024 End Date: 02/19/2025	2,750.00
7010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 02/20/2024 End Date: 02/19/2025	5,500.00
8010	5	165533 ArcGIS Online Mobile Worker Annual Subscription Start Date: 02/20/2024 End Date: 02/19/2025	1,925.00
9010	49	166894 ArcGIS Enterprise Mobile Worker Annual Subscription Start Date: 02/20/2024 End Date: 02/19/2025	18,865.00

29 for AEW
See attached page
for additional 20
licenses to charge
to clients

Item Subtotal 40,370.00
Sales Tax 2,141.70

Total: USD 42,511.70

APPROVED &

DEC 18 2023

SUBMITTED



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

Invoice : 94609180
Order : 4541262
Customer : 22719
Customer PO : Quote Mastracco
P.O. Date :
End User : 22719
Project :

Document date : 11/22/2023
Delivery :
Contract :

Anderson Eckstein & Westrick I

'Invoice'

Page : 3

FEIN: 95-2775732

DUNS/CEC: 06-313-4175 CAGE: OAMS3

Please detach lower portion and return with remittance



Stefania Mastracco
Anderson Eckstein & Westrick I
51301 Schoenherr Rd
Shelby Township MI 48315-2733

Remit Payment to:
Environmental Systems Research Institute, Inc.
By Check :
P.O. Box 741076
Los Angeles
CA 90074-1076

Electronic Instructions:
Bank: Bank of America
Wire ABA: 026009593
ACH ABA : 121000358

Acct#: 1496150335

Invoice 94609180
Order: 4541262
Payer: 22719

Document Date: 11/22/2023
Total: USD 42,511.70

AEW Client Field Editor License Summary

Billing Number	Client	No. of Licenses	Username
0170-0521	Center Line	1	cldpw1
0145-0628	Eastpointe	1	epdpw1
0155-0226	Grosse Pointe	1	gpfield1
0160-0472	Grosse Pointe Woods	1	gpwfield
0220-0117, Task 24	Mt. Clemens	2	mcfield, mcfield2
0100-0370	Roseville	3	roseville, roseville2, roseville3
0208-0080	SMDA	2	smdafield1, smdafield2
0186-0067	St. Clair	2	scfield1, scfield2
0209-9923	Utica Schools	1	ucsfld
0190-0307	Fraser	2	fraserdpw, fraserdpw2
0270-0193	Rochester	2	rochesterfield, sdrotz
0180-0255	Harper Woods	1	hwdpw1
1712-0001	Romeo Historic Society	1	rhsuser
N/A	Roseville Water Contractor	1	chamler
N/A	GD&MI Contractor	1	gcorsecdmi
Total		21	

20



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

INVOICE

January 23, 2024

Project No: 0160-0430-0

Invoice No: 148420

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 December 18, 2023 to January 14, 2024

Professional Personnel

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
TEAM LEADER	3.00	92.70	278.10
ENGINEERING AIDE III	2.00	77.70	155.40
ENGINEERING AIDE I	.80	62.10	49.68
MEETINGS			
TEAM LEADER	1.00	92.70	92.70
Totals	6.80		575.88
Total Labor			575.88

Billing Limits	Current	Prior	To-Date
Total Billings	575.88	123,569.87	124,145.75
Limit			175,000.00
Remaining			50,854.25
Total this Invoice			\$575.88

Outstanding Invoices

Number	Date	Balance
148025	1/5/2024	650.25
Total		650.25

RECEIVED

JAN 31 2024

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

PO 46059
#592-537-976.001
OK - J.K.
SM 1/31/24
FS 1-31-24



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS - SURVEYORS - ARCHITECTS
Shelby Township - Roseville - Livonia
586.726.1234 | www.aewinc.com

January 24, 2024

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

Reference: Recommendation for Final Payment
2021 Sidewalk Grinding Program
AEW Project No. 0160-0471

RECEIVED

JAN 31 2024

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

Dear Mrs. Murphy:

Enclosed please find the invoice for final payment to Precision Concrete, Inc. for the above referenced project. For sidewalk repairs we recommend issuing payment for the Amount Due of **\$27,000.00** to Precision Concrete, Inc., 1896 Goldeneye Drive, Holland, MI, 49424.

If you have any questions, please advise.

Sincerely,

DocuSigned by:
Ross T. Wilberding
205823CEC8C242B...

Ross Wilberding, PE

cc: Jim Kowalski, DPW Director
Frank Schulte, City Administrator
Jeanne Duffy
Susan Como
Paul Antolin
Precision Concrete Cutting

PO 47992
202-451-976-100 \$5,400.00
203-451-976-100 \$13,500.00
592-537-976-100 \$8,100.00
OK - J.K.
SM 1/31/24
FS 1-31-24

Enclosure: Precision Concrete Cutting Invoice

M:\0160\0160-0461\Construction Admin\Pay Estimates\Final Closeout\0160-0471_RecFinalInvoice.docx

INVOICE SummaryInvoice: **231205**Date: **12/28/23**

Purchase Order:

Supplier Number:

Job Site:

Pilot Project, Select Streets

contact: Jim Kowalski, DPW

Eastbrook, Yorktown, Enterbrook, and Westbrook

Grosse Pointe Woods, MI

Bill to:

City of Grosse Pointe Woods

attn: Jim Kowalski, Director of Public Works

1200 Parkway Dr

Grosse Pointe Woods, MI 48236

Remit to:

Precision Concrete, Inc.

1896 Goldeneye Drive

Holland, MI 49424

(616) 403-1140 - phone

(616) 582-5951 - fax

Work Completed:

13-Dec-23

Phone: (313) 363-1257

Email: jkowalski@gpwwmi.us

Acct Mgr: Ben Johnson

Cost Per Inch Foot

\$54.00

Job No. (Area)	Location	RR (Remove and Replace) or out of scope	# of Trip Hazards Cut	Linear Feet	Inch Feet	Cost
1	Eastbrook Ct	3	106	402.0	161.56	\$8,724.38
2	Yorktown St	7	298	1051.0	350.50	\$18,927.00
3	Centerbrook Ct	1	80	286.5	94.56	\$5,106.38
4	Westbrook Ct	0	28	108.0	35.94	\$1,940.63
		11	512	1,847.5	642.56	\$34,698.38

Approved Project Budget: \$27,000.00

Travel and Expenses: \$0.00

Discount (NTE Project Budget): -\$7,698.38

Invoice Total (Amount Due): \$27,000.00

Terms: Net 15

Project Name: **Sidewalk Trip Hazard Removal, Pilot Project 2023**

Notes: This invoice is for work completed by Precision Concrete Cutting (PCC) based on the July 12, 2023 proposal as accepted by Jim Kowalski on October 24, 2023.

Work was performed December 11th thru 13th.

Audit completed, onsite walk thru with Jim Kowalski and Jerry Timar (Precision Concrete) on December 13, 2023.

PCC removed the trip hazards within specification making a slope according to customer specifications for the specified Areas or Jobs.

All concrete has been cut to a neat and uniform finish.

Each trip hazard has been cut to a "0" point of differential (0 inch vertical height delta)

Each trip hazard has been completely cut all the way to the edges of the walkway (sod and temporary patches removed)

All areas around cuts including walkways, grass, and landscaping left clean.

Itemized invoicing (Invoice Detail) per cut is attached for your audit.

APPROVALS (acceptance of work completed):

Precision Concrete, Inc.		Customer	
Name:	Dean Drow	Name:	
Position:	Project Manager	Position:	
Signature:		Signature:	
Date:		Date:	

giffels webster

28 W. Adams, Suite 1200
Detroit, MI 48226
(313) 962-4442

PO. #23-47747

RECEIVED

JAN 23 2024

CITY OF GROSSE POINTE WOODS
20025 MACK PLAZA
GROSSE POINTE WOODS, MI 48236
FRANK SCHULTE

Invoice number 130810
Date 01/18/2024
Project No. 2034600

Project: CITY OF GROSSE POINTE WOODS MASTER PLAN UPDATE

For professional services through January 06, 2024

Description	Due This Invoice
MASTER PLAN UPDATE	4,625.00
Total	4,625.00

Invoice total 4,625.00

Master Plan:
- Payment 5 of 8: \$4,625.00

RECEIVED

JAN 31 2024

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

SM 1/31/24
FS 1-25-23

Acc # 101371818 200

Law Offices of Jeffrey R. Davis, P.C.

Attorney and Counselor at Law
48 Market St., Suite 2B
Mt. Clemens, MI 48043
586-466-1200 / 466-1201 [fax]
www.jrdavislaw.com

Jeffrey R. Davis, Esq.

jrd@jeffreyrDavislaw.com

January 24, 2024

VIA EMAIL ONLY
scomo@gpwmi.us

City of Grosse Pointe Woods
Susan Como
Assistant City Administrator
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: Front Yard Structures (1948 Allard, Grosse Pointe Woods)

INVOICE

12/12-1/23	Emails exchanged with Susan Como and Brigitte Wolf, Assistant Planner; review of design guidelines; review of City Ordinance; review of photographs; drive by and review property; meeting with Code Ordinance Officer Reed; appearance for Mediation between all parties at City Hall.	3.0
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3.0 Hours @ \$250.00/hr.

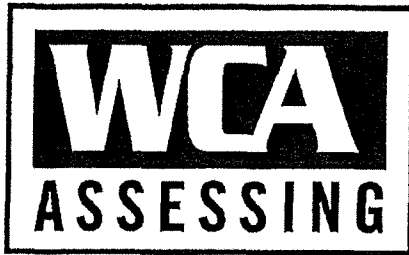
\$ 750.00

RECEIVED

JAN 31 2024

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Acc # 101-266-812.000
Sm 1/30/24
FS 1-25-24



January 25, 2024

Invoice 012524

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

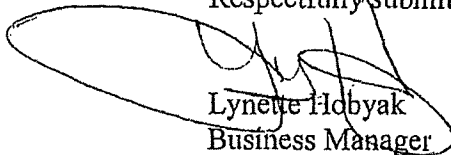
RE: February 2024 Services

For contract assessing services rendered:

Contract Fee (\$86,107 ÷ 12)..... \$ 7,175.58

TOTAL AMOUNT DUE \$ 7,175.58

Respectfully submitted,


Lynette Hobyak
Business Manager

101257818.00

Sm 1/25/24

FS 1-25-04

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

RECEIVED

JAN 31 2024

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

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT



CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY

Date: January 30, 2024
To: Frank Schulte, City Administrator
From: John G. Kosanke, Director
Subject: Request to Repair the E-One Fire Truck

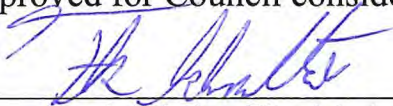
The department is requesting approval to complete the unexpected but necessary repairs on the 2002 E-One fire truck. The extensive repairs include replacement of the front brake pads and brake shoes. The required parts also include one electrical system distribution box chassis at a cost of \$4,399.99, one bearing kit gearbox at a cost of \$1,583.00, two brake rotors at a cost of \$846.91 each, one pump at a cost of \$794.99, one muffler at a cost of \$794.99, and two brake drums at a cost of \$660.93 each.

A quote has been received from West Shore Fire, Inc. of Allendale, MI, a trusted vendor used by the department on multiple occasions. The total cost of \$18,184.13 includes labor.

Funds are available in account 661-534-939.200 (Vehicle Maintenance – Public Safety).

Therefore, I am requesting Council to authorize the repair of the E-One fire truck by West Shore Fire, Inc., 6620 Lake Michigan Drive, Allendale, MI 49401 in the amount of \$18,184.13. This was not a budgeted item in the 2023/2024 fiscal year budget and is an emergency purchase, necessary for the department to operate in full capacity.

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



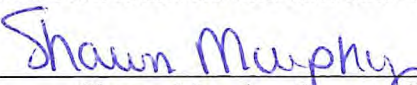
Frank Schulte, City Administrator

1-30-24

Date

Fund Certification:

Account numbers and amounts have been verified as presented



Shawn Murphy, Comptroller/Treasurer

1-30-24

Date

**West Shore Fire, Inc.**

6620 Lake Michigan Dr.
P.O. Box 188
Allendale, MI 49401

estimate

Date	Estimate #
1/18/2024	1028

Name / Address
GROSSE POINTE WOODS DPS 20025 MACK PLAZA DRIVE GROSSE POINTE WOODS, MI 48236

Ship To
ENGINE 5 2002 E-ONE S/O 125297 MILEAGE: 31,837

P.O. No.	Rep	Project
	SHOP	E-ONE S/O 12529...

Description	Qty	Rate	Total
FRT BRAKE PAD S/O 125297	1	488.99	488.99
3218A1145 BRAKE ROTOR	2	846.91	1,693.82
DAVE PETERSEN # M243673 LABOR TO R&R FRONT BRAKE ROTORS & PADS	4	125.00	500.00
BRAKE SHOE (FIRETRUCK)	4	110.57	442.28
Q BRAKE HARDWARE	2	15.38	30.76
NATIONAL OIL SEAL	2	65.19	130.38
BRAKE DRUM	2	660.93	1,321.86
DAVE PETERSEN # M243673 LABOR TO R&R REAR BRAKES	4	125.00	500.00
PUMP HAND ASSY CAB TILT GC	1	794.99	794.99
DAVE PETERSEN # M243673 LABOR TO R&R HAND PUMP	3	125.00	375.00
MUFFLER	1	794.99	794.99
EXHAUST PARTS	1	400.00	400.00
DAVE PETERSEN # M243673 LABOR TO R&R EXHAUST	2.5	125.00	312.50
LARGE AUTO LUBE KIT	1	225.00	225.00
DAVE PETERSEN # M243673 LABOR TO R&R AUTO LUBE	1.5	125.00	187.50
BEARING KIT LG/SG GEARBOX QSG	1	1,583.00	1,583.00
75-90 SYNETHIC GEAR LUBE QUART	4	14.99	59.96
DAVE PETERSEN # M243673 LABOR TO PULL DRIVE SHAFTS, TRANSFER CASE, REBUILD & RE-INSTALL, FILL WITH NEW FLUID	15	125.00	1,875.00
ELECT SYS DIST BOX CHAS	1	4,399.99	4,399.99
DAVE PETERSEN # M243673 LABOR TO REMOVE RUSTED ELECT BOX, INSTALL NEW ELECT BOX	4	125.00	500.00
75-90 SYNETHIC GEAR LUBE QUART	12	14.99	179.88
DAVE PETERSEN # M243673 LABOR TO REMOVE REAR DIFF COVER, CLEAN, FILL WITH NEW FLUID & RE-FILL	4	125.00	500.00
ALLISON TRANS FILTER	1	139.81449	139.81
SYNETHIC ATF FLUID	32	11.99	383.68

Total

West Shore Fire, Inc.

6620 Lake Michigan Dr.
P.O. Box 188
Allendale, MI 49401

Date	Estimate #
1/18/2024	1028

Name / Address
GROSSE POINTE WOODS DPS 20025 MACK PLAZA DRIVE GROSSE POINTE WOODS, MI 48236

Ship To
ENGINE 5 2002 E-ONE S/O 125297 MILEAGE: 31,837

P.O. No.	Rep	Project
	SHOP	E-ONE S/O 12529...

[illegible]

Total	\$18,184.13
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MEMO 24-09

TO: Frank Schulte, City Administrator

FROM: Jim Kowalski, Director of Public Services
Nicole Gerhart, Recreation Supervisor

JK

DATE: January 31, 2024

SUBJECT: Recommendation – Lake Front Park Aquatic Facility Waterslide Restoration

The waterslide at the Lake Front Park Aquatic Facility is in need of restoration. The waterslide was installed in 1998 and since the park staff has been performing annual waxing and minor repairs. Typically, it is recommended that waterslides restoration happens every five years.

The following quotes were received to gel coat the interior and paint the exteriors of the two waterslides:

Amusement Restoration Companies	\$89,775.00 (includes rental of lift)
Safe Slide Restoration	\$102,821.00 (does not include rental of lift)
SlideWays Water Park Restoration	\$128,975.00 (includes rental of lift)

Amusement Restoration Companies submitted the lowest quote in the amount of \$89,775.00.

Therefore, I am recommending that Council authorize the restoration of the waterslide at Lake Front Park Aquatic Facility to Amusement Restoration Companies, 2095 Carpenter Loop, Burnet, TX 78611, in the amount of \$89,775.00.

This is not a budgeted item, however funds are available in the 2023/2024 fiscal year budget account no. 401-902-977.104 Municipal Improvements – Parks & Recreation because the Lake Front Park Splash Pad project came in significantly under budget.

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



Frank Schulte, City Administrator

2-1-24

Date

Fund Certification:

Account numbers and amounts have been verified as presented.



Shawn Murphy, Treasurer/Comptroller

2-1-24

Date



Amusement Restoration Companies
2095 Carpenter Loop, Burnet TX 78611
522-222-8426
www.AmusementRestoration.com
Offices in TX, CO, MO, and OH | Services Worldwide



QUOTE #589

January 30, 2024

CUSTOMER

Nicole Gerhart
Grosse Pointe Woods
23000 Jefferson
St. Clair Shores, MI 48080
313-343-2409
ngerhart@gpwwmi.us

Thank you for the opportunity to submit our proposal.

Our turnkey price for the restoration project is as follows:

Cost

Gel Coat Interior and Paint Exterior of (1) Blue Open Body Waterslide.
Gel Coat Interior and Paint Exterior of (1) Blue Open Body Waterslide.

Sub Total: \$45,927.00

Sub Total: \$43,848.00

Total Waterslide Restoration Project:

Total: \$89,775.00

Pictures



Timeframe

5-9 days to complete this Project:

Terms

- 50% Due upon signing of Terms and Conditions.
- 50% Due upon completion of Project with final walk through with Client.

Our price includes cost of all labor, materials, and a man lift and/or scaffolding. There is no additional charge if we determine that an additional coat of coating is required to achieve optimal results. Note that the following slide exterior colors will require an additional charge as these colors require multiple coats:

Scope of Work

Gel Coat Interior of (2) Blue Body Waterslides:

High-pressure water clean using PAC Detergent order to remove any grease, oil, dirt and oxidation as per SSPC-SP1 Standard;

Remove caulk from seams;

Sand entire interior to remove all failed coating and to create an adhesion profile;

Make all necessary repairs to gelcoat;

Apply Maxguard LEI Series Ashland gelcoat with Duratec high gloss additive at 22-24 mils;

After cure, wet sand and buff and wax any imperfections with 800 and 1000 grit sandpaper;

Re-caulk all seams using Sikaflex 291 white fast cure.

Paint Exterior of (2) Blue Body Waterslides:

High-pressure water clean up to 4,000 p.s.i. using PAC Detergent order to remove any grease, oil, dirt and oxidation as per SSPC-SP1 Standard;

Power-tool prepare any rusted surfaces with D.L. sanders, grinders, and wire wheel;

Spot prime all necessary areas including bare steel, corroded areas, rigging scrapes, burnishes, and welds using Sherwin Williams Macropoxy 646; Finish paint slide exterior using Sherwin Williams Hi Solids Polyurethane or Sherloxane 800.

We employ our key technicians year-round. Our seasonal technicians have been with us for many years as well. We do not need to train or re-train seasonal staff nor do we subcontract out any work. This ensures that our work is consistent and always meets our high standards. We hold the ACMA CCT gelcoat certification and are also OSHA certified, bonded, and insured.

WARRANTY

Exterior Paint-Five-year workmanship warranty covers delamination that occurs in the new paint coating. Our warranty does not cover fading, claims from extreme acts of nature, improper maintenance (chemicals used to wash newly painted surface), vandalism, rust or application of wax-based products to newly painted surface. Warranty may become void if peeling occurs due to poor adhesion from the previous manufacturers coating and/or aftermarket coating(s).

Gel Coat Interior-Five-year workmanship warranty covering delamination of applied gelcoat only. Our five-year warranty is only valid if the customer participates in a yearly maintenance program with Amusement Restoration Companies (ARC). If the customer does not engage in a yearly maintenance program our standard two-year warranty will apply. This warranty does not cover damage from osmosis, blistering, deterioration or damage of cosmetic surface finishes; including cracking, crazing, discoloration, fading, corrosion and oxidation of gelcoat. This warranty does not cover surfaces previously coated beyond original manufacturers coating, unless this aftermarket coating is completely removed by ARC prior to application of new gelcoat. Our warranty does not cover any repairs that have been completed by a previous contractor. ARC does not offer any warranty for caulking of seams.

Work will be finished prior to agreed-upon completion date barring any unusual adverse weather. However, due to weather and other variables, we cannot assign a specific start date. We will stay in touch as prior projects progress to keep you up to date with anticipated start date. Note that our technicians work seven days per week and thus we may need access to the facility on a weekend. Technicians will need access to electricity and water. We will need access to get a man lift to the site.

Please do not hesitate to contact me if you have any questions or need any further information.



James Gardiner
Owner
720-940-0106
Offices in Texas-Colorado
We service the USA
jim@arcparcs.com
www.amusementrestoration.com

TERMS AND CONDITIONS

1. **VALIDITY OF OFFER:** Buyer shall indicate acceptance of this Agreement by returning a copy of this Agreement signed by a duly authorized representative of Buyer. If Buyer has not yet indicated acceptance of this Agreement, ARC offer to perform under the Agreement shall terminate on the earlier of (I) ARC notification (whether verbal or written) to Buyer that such offer has been terminated, (II) thirty (30) days after the contract date listed on page 1 of this Agreement, or (III) thirty (30) days after Buyer's receipt of this Agreement. ARC will walk the water park and go over Scope of Work on the first day with Client. Anything out of the ordinary outside the agreed Scope of Work will be negotiated and additional fees may apply at that time.

2. **SCHEDULE OF DELIVERY:** ARC will use best efforts to provide the Deliverables in accordance with the schedule, but does not guarantee such schedule. Time is not of the essence in this Agreement and ARC is not liable for any lost profits or consequential damages suffered by Buyer or any third party for any reason. If there is a change in the scope of work or if ARC falls behind schedule due to the actions of Buyer or any third party, the parties will adjust the schedule to afford ARC a reasonable opportunity to perform the outstanding work. The Buyer may request adjustments or additions to this project. Upon receipt of the written request for adjustment or additions, ARC will provide the Buyer with an adjusted proposal. The Slide Experts requires both parties to sign the change order and to update the contract to reflect the change request. No work will occur until the change order is approved in writing by the buyer.

3. **PROJECT REQUIREMENTS:** ARC assumes responsibility for all statutes, codes, and or regulations that pertain to the Scope of Work, and will perform the work in compliance with all such requirements. ARC will, if required obtain any and all permits pertaining to the Scope of Work. It is ARC intention to complete the project on schedule and within budget. Client will have someone in a management position be available for the final walk through and be authorized to sign and approve the final walk-through sheet. Unless otherwise specifically noted in the Scope of Work, ARC is expecting the following services and amenities to be freely available:

- 1) Restroom facilities.
- 2) Water with at least 40 lbs. of pressure within 50 feet of project.
- 3) 110 electric service within 50 feet of project.
- 4) Clear and reasonable access to the project area.
- 5) Pools to be drained and/or generally clean upon arrival of our crew.
- 6) It is expected that our crews shall work from 8 am to 8 pm seven (7) days a week as we deem necessary and we expect reasonable cooperation in making the facility available to them at no extra cost to us (e.g., weekend and / or early am work).
- 7) Provide parking for our vehicles at no charge to ARC.

4. **TAXES AND/OR DUTIES:** Any tax, tariff or duty imposed by law on articles sold or rented or any services rendered by ARC shall be the responsibility of Buyer and in addition to the sales price hereof.

5. **PAYMENT TERMS:** Buyer agrees to pay ARC the fees in accordance with the terms set forth in this Agreement. ARC standard terms are 50% of total payment due upon signing of contract and 50% final payment due upon final walk through approved by client. Past due balances will be billed a service charge of 2% per month (or if 2% is illegal under applicable law, the maximum permitted rate) beginning the day after payment is due. Buyer agrees to pay all associated court costs, collection charges and expenses that are incurred by ARC in collection efforts, including, without limitation, all attorney's fees and expenses, and all costs of repossession and resale. Amounts owed under this Agreement may not be set off or offset by other obligations of the parties for any reason. If Buyer cancels or defaults on this Agreement, Buyer will pay to ARC the greater of (I) any and all deposits paid to ARC to be paid by forfeiture of such amounts, and (II) all direct and indirect costs incurred by ARC in performing under this Agreement, plus a 20% handling fee.

6.. **WARRANTY:** ARC warrants all of its work will be free from defects in material and workmanship under normal use and service with proper maintenance for a period of 24 months for Waterslides and 60 months for Pools from the date of service or installation. Full payment of project has to be meant to start the warranty. If ARC work is found to be defective within this time period, ARC will provide the labor and materials to repair the defects. Certain products and material warranties are provided by others and will be subject to their respective terms. THE EXPRESS WARRANTIES CONTAINED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING UPON ARC SKILL AND JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES THAT ARE NOT CONTAINED IN THIS AGREEMENT. ARC SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THESE SERVICES OR THEIR USE BY BUYER. THESE WARRANTIES SHALL NOT APPLY TO PRODUCTS THAT HAVE BEEN USED IN A MANNER OUTSIDE OF THE GUIDELINES SUGGESTED BY THE SLIDE EXPERTS OR THAT HAVE BEEN SUBJECT TO ANY MISUSE OR ABUSE, MISAPPLICATION, REPAIR OR TAMPERING IN ANY WAY AS TO AFFECT PERFORMANCE. THERE IS NO WARRANTY ON CAULKING AND LEAKS.

7. **INCORPORATION OF SAFETY INFORMATION:** Buyer acknowledges receipt of any and all written safety and operational information from original equipment manufacturer related to the safe use of the equipment including, without limitation, information related to installation, location, maintenance, use, safety surfacing and warning signs verbiage. ARC will provide Buyer with any and all such safety and operational information regarding the products and services (Deliverables) listed in the Scope of Work. Buyer further acknowledges that it has reviewed all such safety information and hereby indemnifies releases and discharges ARC from and against any and all liabilities, costs or expenses of injuries or damages to any third party as a result of any use of the equipment and Deliverables that is not in accordance with such safety information.

8. **LIMITATION OF LIABILITY:** Except for the indemnification obligations, neither party is liable to the other for consequential, incidental, direct, indirect or special damages, including commercial loss and lost profits, however caused, in excess of the fees paid under this Agreement.

9. **OWNERSHIP OF INTELLECTUAL PROPERTY:** ARC will be the sole owner or obtain any and all permissions of use from such owner, of all intellectual property rights embodied in or related to the scope of work. ARC will also own or obtain any and all permissions of use for any derivative works, improvements, alterations or modifications conceived by ARC or any of its employees, consultants or agents. If the scope of work requires ARC to incorporate a trademark or other intellectual property owned by Buyer or a third party, ARC will provide a written statement from the Buyer or third party of such intellectual property consenting to its use in the scope of work. Upon the executing of this document, Buyer transfers any and all rights regarding any and all photographic or artistic representations produced by ARC of the project before, during or after completion of the project for their exclusive use in ARC sales and marketing efforts or in any other activity ARC deems appropriate.

10. **INDEMNIFICATION:** Buyer will indemnify and hold harmless ARC, its parent, subsidiaries, affiliates, agents, shareholders, directors, and employees from and against all damages, costs and liabilities (including reasonable attorney's fees and expenses) arising from or related to the actions or inaction of Buyer, its agents and employees and others under its direction or control in conjunction with the operation of the scope of work, the Deliverables and installation.

11. **CONFIDENTIALITY:** "Confidential Information" means any and all business, technical or third-party information (including without limitation specifications, drawings, sketches, models, samples or documentation) marked as confidential or proprietary (or which a party knows or has reason to know is proprietary) and provided, disclosed, or made available under this Agreement. The parties shall restrict access to the Confidential Information to employees or agents who have a "need to know." The parties, employees, or agents shall not disclose the Confidential Information to any third party and shall treat the Confidential Information in the same way it treats its own Confidential Information of like kind. This provision will not apply to information which is in the public domain, is previously known to the receiving party without obligation of confidentiality, and is independently developed by the receiving party from a third party that does not have an obligation to keep the information confidential.

12. **NOTICES:** Notices required under this Agreement shall be sent to the addresses of the parties stated on page 1 of the Sales Agreement. Notices will be deemed given (a) when delivered, if sent by registered or certified mail (return receipt requested), (b) when delivered, if delivered personally.

13. **GOVERNING LAW; VENUE:** The laws of the State of Colorado shall govern the construction and interpretation of this Agreement without giving effect to any choice or conflict of law provisions (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado. Buyer hereby consents and submits to the jurisdiction of the state and federal courts located in Colorado for any dispute related to this Agreement. Any lawsuit or litigation initiated by either party and related to this Agreement shall occur in the appropriate state or federal court located in Parker, Colorado and Buyer and ARC agree that suit shall not be brought in any other jurisdiction or location; provided however, nothing contained in this Section shall prohibit ARC from pursuing lien claims, bond claims, repossession actions or injunctive relief in any appropriate jurisdiction or court.

14. **FORCE MAJEURE:** Neither party is responsible to the other for failure to conform to this Agreement arising from causes beyond its reasonable control, including, but not limited to, labor disputes, unforeseeable delays during shipment, acts of terrorism, floods, civil commotion, war, riot, acts of God, fires, and embargoes.

15. **WAIVER:** The failure of Either Party to insist upon strict performance of any of the terms of this Agreement or to exercise any rights conferred in this Agreement, shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such terms or rights at any future occasion.

16. **ASSIGNMENT:** The rights and obligations under this Agreement may not be assigned without the prior written consent of the non-assigning Party; provided however, that ARC may assign its rights and obligations under this Agreement to an affiliate or pursuant to a sale of substantially all of the assets or ownership of ARC.

17. **ENTIRE AGREEMENT:** This Agreement (including the Master Terms and Conditions) is intended to be the final, complete and exclusive expression of the Agreement between the parties. This Sales Agreement supersedes any and all prior written or oral agreements relating to the subject matter hereof. No modification of this Agreement shall be effective except by a written agreement expressly stating the parties' intent to so modify this Agreement and signed by the parties. No modification of any provision of this Agreement shall be considered a waiver, breach, or cancellation of any other provision of this Agreement. Any provision in the Sales Agreement that is not consistent with the Master Terms and Conditions in this Exhibit A shall be void and not a part of this Sales Agreement.

APPROVED AND ACCEPTED:

Seller: ARC

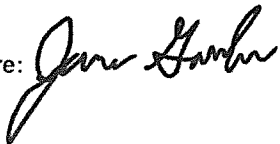
Buyer:

Title: Owner

Title:

Print Name: James Gardiner

Print Name:

Signature: 

Signature:

Date:

Date:

Paul Antolin

From: Susan Como
Sent: Friday, January 26, 2024 9:29 AM
To: City Council Internal
Subject: FW: Front yard structures

Good Morning:

The below is an email from the attorney who conducted the front yard structures mediation.

Frank and I will wait to hear from council as to how would like to proceed.

Warm regards,
Sue Como

From: Jeffrey R. Davis <jrd@jeffreyrDavislaw.com>
Sent: Tuesday, January 23, 2024 4:57 PM
To: Susan Como <SComo@gpwmi.us>
Subject: Front yard structures

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:

Susan,

As we discussed today, after meeting with the code ordinance officer and the parties for almost 2 hours, our attempts at mediation were unsuccessful. Neither side wanted to budge from their initial positions. As such, we have concluded mediation and the parties indicated they will await a decision from the City Council. Sorry.

I will have my legal assistant put together my billing and forward it to you tomorrow.

Thanks and have a great rest of the week.

Jeff

Jeffrey R. Davis

JEFFREY R. DAVIS, P.C.
48 Market St., Ste #2B
Mt. Clemens, MI 48043
(586) 466-1200/ 466-1201 (fax)

COMMITTEE-OF-THE-WHOLE
MINUTES EXCERPT
01-08-24

There was a consensus of the Committee-of-the-Whole to concur with the recommendation of the Planning Commission to approve the amendments to Chapter 32 – “Signs” Ordinance and place on the January 22, 2024 Council agenda for a first reading.

COMMITTEE-OF-THE-WHOLE 12/18/23
Minutes Excerpt

- Councilmember Vaughn addressed the Planning Commission’s recommendation to approve the ordinance amendments to Chapter 32 – Signs at their meeting on December 12, 2023. Although there were several changes to the ordinance, one major reason for the amendment was to be in compliance with laws regarding “Temporary Signs” and more specifically “Political Signs” with the upcoming Presidential Primary election approaching on February 27, 2024. Enforcement will be complaint driven. Councilmember Vaughn was comfortable to proceed with the approval and suggested to place this item on a future Committee-of-the-Whole meeting. City Administrator Schulte stated that City Attorney Tomlinson has reviewed the changes to the ordinance and concurred to move forward with the approval. There was a consensus of the Committee-of-the-Whole to further discuss this item at the Committee-of-the-Whole meeting on January 8, 2024.

The next item under new business was to **Consider Recommending the Updated Sign Ordinance**. Planner Wolf provided an overview of the most recent changes since the last Planning Commission meeting which includes: **a) Sec. 32-7 Illuminated Signs, b) Sec. 32-11 Temporary Signs Generally, and c) Sec. 32-29 Design of Lettering.**

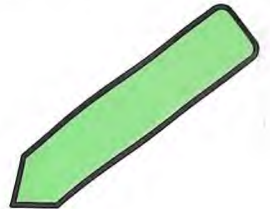
Motion by Vitale, seconded by Hamborsky, that the Sign Ordinance Sec. 32.11 Temporary Signs Generally be amended to state "Permits for commercial temporary signs shall authorize the erection of such signs...". And that the Planning Commission recommend approval by City Council of the sign ordinance as amended.

Motion carried by the following vote:

YES: Fuller, Gerhart, Gilezan, Hamborsky, McNelis, O'Keefe, Vitale

NO: None

ABSENT: Bailey, Fenton



Motion by Vitale, seconded by Gilezan, to immediately certify the previous discussion.

Motion carried by the following vote:

YES: Fuller, Gerhart, Gilezan, Hamborsky, McNelis, O'Keefe, Vitale

NO: None

ABSENT: Bailey, Fenton



Memorandum on Sign Ordinance Updates

TO: Grosse Pointe Woods Committee of the Whole; City Administration
FROM: Brigitte Smith Wolf, AICP
SUBJECT: Summary of Amendments to the Sign Ordinance
DATE: December 21, 2023

This memorandum is to provide a summary of all the changes made to the Sign Ordinance from the previous couple of months and to review restriction in lighting of signs. Overall, Chapter 32 of the Ordinance has been modernized and updates to comply with legal standing – that signs are not regulated based on content (invalid content regulation not permitted by the court of law). Additional revisions include:

1. **Section 32-1 Update Purpose Statement:** Update the purpose statement to include avoiding fraudulent, misleading messaging; promote vehicle and pedestrian safety by reducing sign distractions.
2. **Sec. 32-3 Update/Revise Definitions**
 - a) Replace the term Gasoline Price Sign with Fluid Price Sign
 - b) Add definitions of traffic direction sign and utility warning sign
 - c) Update the definition of Mansard Façade to avoid confusion as to what constitutes a mansard
 - d) Remove the regulation (and definition) of political signs as this violates the limitations on municipalities ability to regulate based on content.
3. **Sec. 32-4 Permit Requirements Revised**
 - a) Signs exempt from permit includes those less than 6 sq ft in area; Directory Signs; Traffic Direction Signs; Utility Warning Signs; Window Signs;
 - b) Signs no longer listed as exempt because it was based on content (political sign, garage sale, estate sale, real estate signage).
4. **Sec. 32-7 Illuminated signs:** Update wattage of 150 incandescent lighting to also include 24 watts for LED Lighting. Add that lighting must be shielded downward.
5. **Sec. 32-9 Logos Counted Toward Cumulative Signage Area Allowed:** Allow logos and count the size as part of the cumulative maximum area allowed for signage.
6. **Sec. 32-10(1) Signs Exempt from Quantity Restrictions Updated:** Reduce and revise signs exempt, such as signs of religious institutions, schools, libraries, etc; Continue to exempt informational and safety related signage from quantity restrictions.
7. **Sec. 32-10(2) Prohibited Signs:** Add language prohibited by Federal Communications Commission and public nudity.
8. **Sec. 32-11 Add Specifications to Prevent Ground Signs from Obstructing views:** They cannot block drivers' clear vision triangles.
9. **Sec. 32-11 Temporary Signs Generally:** Clarify time restriction for commercial and residential temporary signs. State for residential temp signs it is 30 days twice per year starting from the date that complaint has been received and confirmed by the building department for residential temporary signs. Add size restriction for residential temporary signs to be 6 square feet in area.
10. **Sec. 32-11** Remove language on wall signs; addressed in Section 32-13
11. **Sec. 32-13 Wall Sign Clarification:** Clarify murals as a form of painted wall sign not currently allowed (Murals to be addressed separately by future Mural Ordinance)



12. **Sec. 32-20 on Real Estate Signs Removed:** Remove language on real estate sign as this regulates signs based on content, which is not permitted by the court of law.
13. **Sec. 32-22 on Political Signs Removed:** Remove language on political signs as this regulates signs based on content, which is not permitted by the court of law.
14. **Sec. 32-24 Portable Signs Approval Process Updated Change:** Approval process for portable signs from Planning Commission to the Building Official
15. **Sec. 32-28 Removed section on temporary garage, yard, estate sale signs**
16. **Sec. 32-29 Design Standards Updated:** Remove design and lettering stipulations dependent on being of the American Colonial Architectural Area
17. **Sec. 32-29 Design of Lettering:** Remove requirements of lettering, no longer regulated by a list of pre-approved and prohibited lettering styles that is approved by the planning commission. Added clarification that registered logo/trademark is exempt from font & color restrictions.
18. **Sec. 32-30 Modify Flag and Flagpole Regulations to Location and Quantity rather than by Content:** Remove flag content restrictions in commercial districts and instead regulate by where flags can be placed and regulate the number of flagpoles based on store frontage and the size of flags.
19. **Sec. 32-31 Awning Modification:** Remove striped awnings/canopies restrictions.
20. **Sec. 32-32 Revise Appeal Process for Denied Permit:** If sign permit denied by the Building Official, Planning Commission may provide recommendation to Council within 45 days and Council must review within 60 days. Sign content may not be considered.
21. **Sec. 32-35 Minor Revision to Blade Sign Purpose Statement**

Chapter 32 - SIGNS

Sec. 32-1. - Purpose and Objectives.

The purpose of this chapter is to create the legal framework for a comprehensive and balanced system of signage in the city to facilitate communication between people and their environment and to avoid the visual clutter that is potentially harmful to community appearance, traffic and pedestrian safety, property values and business opportunities. To achieve this purpose, this chapter has the following objectives:

- (1) Protect the aesthetic quality of the city.
- (3) Protect the general public from damage and injury caused by the distractions, hazards and obstructions caused by excessive signage.
- (4) Preserve the value of property by ensuring the compatibility of signage with surrounding land uses.
- (5) Keep signs within a reasonable scale with respect to the buildings to which they relate.
- (6) Prevent off-premises signs from conflicting with surrounding land uses.
- (7) Prevent the placement of signs in a manner, which will conceal or obscure other signs or adjacent businesses.
- (8) Keep the number of signs and sign messages at the level reasonably necessary to identify a property use.
- (9) Prevent hazards due to collapse, fire, collision, decay or abandonment of signage.
- (10) Provide signage that will harmonize with the building upon which it is placed and the adjoining properties.
- (11) Avoiding fraudulent and misleading messaging.
- (12) Safely directing persons and property to allow for safe ingress and egress and delivery of emergency services.
- (13) Reducing time required to read and understand a sign to reduce the distraction of pedestrians and motorists.

Sec. 32-2. – Scope of chapter.

- (1) It shall be unlawful for any person to erect, construct or alter any sign in the city without complying with the provisions of this chapter.
- (2) Any sign already established on the effective date of the ordinance from which this chapter is derived, and which is rendered nonconforming by the provisions in this chapter, and any sign which is rendered nonconforming as a result of subsequent amendments to this chapter, shall be subject to the regulations concerning nonconforming structures and uses set forth in this chapter.

Sec. 32-3. – Definitions.

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

Abandoned sign means any sign which, by reason of neglect, damage or deterioration, requires repair and the owner thereof fails, neglects or refuses to initiate refurbishment or repair to the sign within ten days after having received written notice so to do from the city or fails to complete such repair or refurbishment within 60 days from the receipt of such notice from the city.

Animated sign means a sign depicting the actual or apparent movement of any portion of a sign, and shall include replicas or statues of persons, animals and cartoon style characters, whether such statues contain or appear to contain moving parts or not.

Application means the paperwork necessary for the processing of the applicant's request, including all requested information, photographs, drawings or renderings as detailed on the application form requested by the city and as amended by the city from time to time.

Area means the entire area within a rectangle, circle, triangle or parallelogram enclosing the extreme limits of writing or pictorial representation, emblem or any figure of similar character together with any frame or other material or other color forming an integral part of the display or used to differentiate it from the background against which it is placed, excluding the necessary supports or uprights on which such sign is placed. Where a sign has two or more faces or graphics, the area of all faces or graphics shall be included in determining the area of the sign.

Awning means a structure made of cloth, metal or other material affixed to a building in

such a manner that the structure may be raised or retracted to a position against the building or retracted so as to be within a container or device for storage.

Back-to-back means any sign containing two or more surfaces containing words, numbers, figures, devices, designs or trademarks visible to the general public and designed to inform or attract the attention of persons, which signs are constructed or installed with the back of each sign facing the back of the second sign so that such messages as contained on the sign face are visible to persons viewing such signs from two or more directions.

Balloon means any device capable of being inflated with air, helium or other gas and mounted, tied or tethered in such a manner as to hold such balloon from being carried away by the wind.

Banner sign means any sign produced on cloth, paper, fabric or any other combustible material, either with or without a supporting framework.

Billboard means any display sign that contains a message unrelated to or not advertising a business transacted or goods sold or produced on the premises on which the sign is located.

Blade sign means a sign supported by a mounting attached directly to a building that is perpendicular to a building wall.

Building line means the term as defined in chapter 50.

Building official means the person designated as the director of the division of safety inspection for the city.

Canopy means a structure or frame covered with canvas, cloth or other soft material usually extending from the wall of a building and designed to provide shelter from sunlight and the elements.

Changeable copy sign means any sign designed or constructed so that the lettering or message contained thereon is capable of being changed by rearranging or installing new letters or messages without removing and replacing or resurfacing the face of such sign.

Closed-face sign means a sign having a projected area exposed to wind loads consisting of 70 percent or more of the gross area as determined by the overall dimensions.

Combination sign means any sign that combines the characteristics of two or more signs.

Curbline means the line at the face of the curb nearest the street or roadway. In the absence of a curb, the curbline shall be established by the city engineer.

Dilapidated sign means any sign, which, by reason of damage, exposure to the elements or other causes, has deteriorated so that the intended message is no longer clearly discernible from a public or private street abutting property where the sign is located.

Directory sign means any sign not exceeding eight square feet listing the name and address of the occupant, the address of the premises, and/or locations of various uses within a building or multitenant building that are not for the purpose of bringing same to the attention of vehicular traffic. Directory signs cannot exceed eight square feet.

Display surface means the area made available by the sign structure for the purpose of displaying an advertising message.

Double-faced sign means any sign containing two or more surfaces containing display areas.

Electrical sign means any sign which has characters, letters, figures, designs, faces, logos, backgrounds or outlines illuminated by incandescent or fluorescent lamps or luminous tubes as part of the sign proper, such light sources being either external or internal.

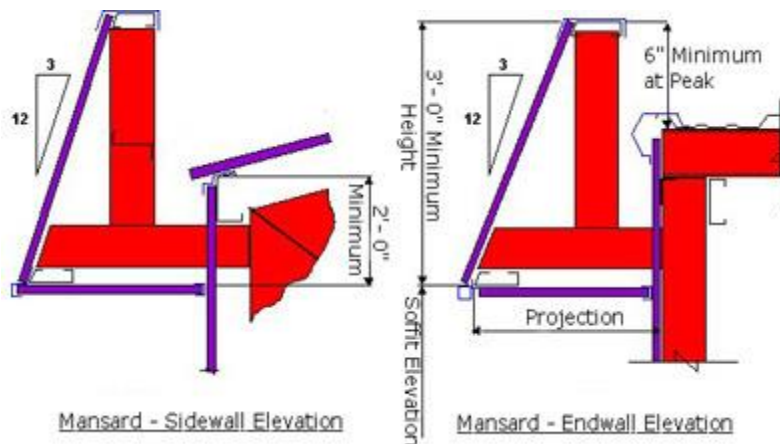
Existing sign means any sign that is displayed on and before the effective date of the ordinance from which this chapter is derived.

Festoon sign means a sign consisting of a wreath or garland of flowers, leaves, paper or other materials hanging in a loop or curve.

Fluid price sign means any sign that is used to advertise the dispensing of fluid at that location. A fluid price sign shall not exceed 20 square feet for any single location. Where fluid is dispensed from locations within 25 feet of each other, signage shall not exceed 20 square feet collectively for all such dispensing locations on the premises.

Ground sign means a sign supported by one or more poles, columns, uprights or braces or a solid base in or upon the ground, which are not part of a building.

Mansard facade means decorative trim or panel projecting from the top of the wall; the triangular portion at the top of a building as shown in the diagram below.
Example Diagram (left) and Image (right):



Marquee sign means a sign that is attached to a marquee.

Message units means a word, an abbreviation, a number containing up to ten digits, a symbol, a geometric shape or a person's or firm's initials containing up to 11 letters. Punctuation marks are not counted in computing the number of message units.

Michigan Building Code means the Michigan Building Code as published by the state as adopted and amended from time to time.

Moving message board means an electrical sign designed to exhibit a pattern of letters or numbers delivered in such fashion so as to appear to be moving lines or words of type.

Multi-tenant building means a building with multiple tenants or uses, which share a common entrance.

Noncombustible material means any material which will not ignite at or below a temperature of 1,200 degrees Fahrenheit during an exposure of five minutes and which will not continue to burn or glow at such temperature.

Nonconforming sign means any sign existing on and after the effective date of the ordinance from which this chapter is derived, which sign does not comply with one or more of the requirements for signs as contained in this chapter.

Open-face sign means a sign having a projected area exposed to wind loads consisting of less than 70 percent of the gross area of the sign as determined by the overall dimensions.

Parapet and **parapet wall** mean the part of any wall entirely above the roof.

Parapet panel sign means a closed-face sign mounted upon the parapet wall of a

building.

Parapet skeleton sign means an open-face sign composed of individual letters, which are mounted upon the parapet wall of a building.

Plastic materials means those materials made wholly or principally from standardized plastics.

Pole sign means any sign placed on a pole (whether round, square or rectangular); which pole is placed into the ground.

Portable sign means any sign or display board, searchlights, lighting panel or similar device mounted upon a trailer or upon its own frame and wheels and not being a ground sign as defined in this chapter. Portable signs include any so-called "sandwich boards" or signs placed on easels.

Projecting encroaching sign means a projecting sign that projects beyond a private property line into and over public property.

Projecting sign means a sign, other than a wall sign, suspended from or supported by a building or structure, or masonry or wooden posts or steel columns, and projecting therefrom.

Pylon sign means any sign placed on a stake or mast-like pole.

Roof sign means a sign erected over or on the roof of any building and wholly or partially dependent upon the roof of the building for support, or attached to the roof in any way.

Rotating sign means any sign or advertising device that rotates or gives the appearance or optical effect of rotating.

Sign means any device or representation for visual communication that is used for the purpose of bringing the subject thereof to the attention of others that is located on or attached to any premises, real property or structure on real property, or upon any vehicle.

Sign structure means a supporting structure erected, used or intended for the purpose of identification or attracting attention, with or without a sign thereon, situated upon or attached to the premises, upon which any sign may be fastened, affixed, displayed or applied; provided, however, this definition shall not include a building, fence, wall or earthen berm.

Temporary sign means a sign, banner or other advertising device constructed of cloth, canvas, fabric or other light temporary material, with or without a structural frame, intended for a limited period of display including decorative displays for holidays or public demonstrations.

Traffic direction sign means a sign advising of a route for pedestrian or vehicular travel to reach a destination upon the property where the sign is situated such as a sign advising of entrances, exits and parking locations.

Trailer sign means a sign with a display surface supported on a mobile chassis, other than a motor vehicle.

Utility warning sign means a sign advising of the location of a public or private utility, by way of illustration: gas, sewer, water, telecommunication lines, and other similar lines.

Valance means a loose nonstructural edging located around the bottom of an awning not exceeding 12 inches in height. This provision shall only apply to valances to which sign copy is applied.

Wall sign means a sign which is attached to, affixed to, placed upon or painted upon any exterior wall or surface of any building, building structure or part thereof, provided that no part of any such sign extends more than eight inches from the face of the exterior wall.

Window area means that portion of a transparent material (glass or other see-through material) on each elevation of a building. Window area includes doors of glass or see-through doors.

Window signage means any sign or message, including lighted signs, plastic, paper, cardboard or cloth signs or signs of similar material placed or installed on any window surface. Advertising messages visible through a window display the objective of which is to communicate with pedestrian or vehicular traffic will be considered a window sign for purposes of this chapter. The term "window signage" includes, but is not limited to, hours of operation, directory signs, community signs and temporary signs.

Yard sale sign, basement sale sign, garage sale sign and rummage sale sign mean posters, signs and notices advertising a sale of personal property by private individuals conducted at residential premises.

Sec. 32-4. - Administration and enforcement.

- (1) **Enforcement authority.** Subject to applicable provisions of law and consistent with

the delegation of power found in the Charter and applicable ordinances, the building official or the building official's duly authorized representative is hereby authorized and directed to enforce this chapter.

- (2) **Right of entry.** Upon presentation of proper credentials, the building official or the building official's duly authorized representative may at reasonable times enter any building, structure or premises in the city to perform any duty imposed upon such person by this chapter

- (3) **Interpretation.** Subject to applicable provisions of law and consistent with the delegation of power found in the Charter and applicable ordinances, the building official and the planning commission, to the extent a matter is brought before the

planning commission pursuant to this chapter, is hereby authorized to interpret the provisions of this chapter.

- (4) **Establishment of permit fees.** Fees for permits required by this chapter shall be established by resolution of council.

- (5) **Permit generally; alteration or relocation of signs.**

- (a) **Permit required; issuance.** No person shall erect, construct, alter, relocate or refurbish, or cause or permit to be erected, constructed, altered, relocated or refurbished, any sign in the city without first obtaining a permit from the division of safety inspection. A separate permit shall be required for each sign. Electrical signs shall also require an electrical permit. If an application for a sign permit indicates that the proposed sign conforms in all respects to the provisions of this Code, a permit shall be issued by the building official. The building official must act either to approve or deny an application within 90 days of presentation of a complete application to the building official, unless the building official and the applicant agree in writing to extend this time period.

- (b) **Enlargement, alteration or relocation of signs.** No person shall enlarge or relocate a sign except in conformity with the provisions of this chapter relating to new signs. The changing of movable parts of an approved sign that is designed for such changes, or the repainting with approved colors or reposting of display matter, shall not be deemed an alteration, provided that the conditions of the original approval and the requirements of this chapter are not violated.

- (c)

(c) ***Exceptions to permit requirement.*** Signs 6sq ft or less, and with no more than a total of four (4) freestanding and window signs in number on a property, including a contractor's sign while working at the property only, do not require a permit but shall otherwise fully comply with the provisions of this ordinance and other applicable codes of the City, and are further subject to inspection. Additionally, the following signs do not require permits:

1. Directory signs.
2. Traffic direction signs.
3. Utility warning signs.
4. Window signs.
- 5.

(6) ***Permit and inspection fees.***

- (a) All fees under this chapter, except as otherwise provided in this chapter, shall be set by resolution of council and paid in advance. Copies of the resolution setting the sign permit fees shall be filed in the office of the city clerk.
- (b) The permit fees for all signs shall be in addition to any fees required for electrical inspections when electric lighting is used.
- (c) If work for which a permit is required by this chapter is commenced or continued before such permit is issued, the permit fees established by resolution for any sign erection so commenced or continued shall be doubled, but the payment of such double fee shall not relieve any person from fully complying with the requirements of this chapter in the execution of the work, or from any prescribed penalty.

(7) ***Inspection of work covered by permit.*** No person conducting or performing work covered by a permit required by this chapter shall fail to notify the building official when such work has been commenced and completed. No person shall conceal any portion of such work until it has been inspected and approved by the director or the director's designated representative. If the work is found to be properly performed and safe, a certificate of inspection shall, if requested, be issued. The

director or the director's designated representative shall have the authority to order any corrections of work the director or the director's representative may find necessary to comply with this chapter.

- (8) ***Suspension or revocation of permit.*** The building official or the building official's designated representative shall give notice, in writing, to the holder of a permit issued under this chapter of the reasons for any proposed suspension or revocation of such permit, which notice shall be served upon such holder at least five days before the time set for the hearing before the planning commission. Upon such hearing, the licensee or permittee may appear in person or together with counsel and contest such suspension or revocation. For good cause shown at such hearing, the commission may suspend or revoke any such permit.
- (9) ***Correction or removal of unsafe or unlawful signs.*** When any sign becomes insecure or in danger of falling, or when any sign is unlawfully installed, erected or maintained in violation of any of the provisions of this chapter, the owners thereof or the person maintaining the sign shall, upon written notice of the building official or the building official's designated representative, forthwith in the case of immediate danger and in any case within not more than ten days, make such sign safe and in conformity with this chapter or remove the sign.
- (10) ***Maintenance and annual inspection.***
- (a) All signs for which a permit is required under this chapter, together with their supports, braces, guys and anchors, shall be kept in good repair in accordance with this chapter and, when not galvanized or constructed of approved corrosion-resistant, noncombustible materials, shall be painted when necessary to prevent corrosion or on a regular basis or as may be required for safety purposes and to maintain aesthetic values.
- (b) All classes of signs shall be inspected by the building official upon request as to the safety, and if found to be well supported, painted to prevent corrosion and so secured to the building as to safely support the weight of the sign as well as resist wind pressure in accordance with the general structural requirements for new sign installation, a certificate of inspection shall be issued.
- (11) ***Existing signs.*** No sign heretofore approved and erected sign shall be altered or relocated either on the same premises or to other premises. Except as provided in subsection 32-12(b)(6), no sign, or any substantial part thereof, which is blown down or destroyed shall be re-erected, reconstructed, rebuilt or relocated unless the sign is made to comply with all applicable requirements of this chapter.

- (12) **Engineering design and materials.** Signs and sign structures shall be designed and constructed to resist wind forces as specified in the state building code.
- (13) **Approval of design and structural details.** Designs and structural details of all signs shall be submitted to the division of safety inspection before a permit is issued under this chapter. The building official shall determine whether or not any proposed sign installation is compatible with the exterior appearance of the building in accordance with the standards set forth in this chapter.

Sec. 32-5. - Illumination generally.

- (1) **Wiring installation; open spark or flame prohibited.** No sign shall be illuminated by other than electrical devices. Wiring shall be installed in accordance with the requirements of the National Electrical Code and the rules and regulations of the division of safety inspection. In no case shall any open spark or flame be used for display purposes.
- (2) **Electrical inspection.** No electrically operated or illuminated sign shall be erected before the chief electrical inspector's seal or stamp has been affixed to such sign.
- (3) **Location; prohibited lights.** No person shall place, maintain or display a blinking, oscillating or rotating light. Lights that may be mistaken for the distinguishing lights authorized by law for emergency vehicles and safety devices, because of similarities in color and design, shall not be permitted along roadways.
- (4) **Exception.** No transformer in excess of 30 milliamperes (MA) with 120 volt primary service shall be permitted, except as may specifically be approved by the building official.

Sec. 32-6. - Internally illuminated signs.

All internally illuminated signs shall be constructed so as to produce or emit a subdued lighting effect. Backlighted individual letters are permitted. Interior illuminated signs shall be constructed so that the background face of such sign is opaque or nearly opaque so as to allow the illumination of only letters, numbers, or logos on the display surface so that minimal light passes through the background.

Sec. 32-7. - Illuminated signs.

Awnings and canopies shall not be illuminated. The display surface of signs permitted under the provisions of this chapter facing Mack Avenue and Harper Avenue may be illuminated by externally mounted incandescent lights directed to shine upon the display

surface and shielded downward or from shining at other than the display surface. Such lighting shall not exceed 150 watts for incandescent lights or 24 watts for LED lights for every 20 square feet of display surface illuminated. Applications for illuminated signs shall be referred to the building official for approval. Such application shall be accompanied by a drawing or photograph of the building facade showing the area where the proposed sign is intended to be installed and the wording, lettering and appearance of the proposed sign on the building, including the dimensions thereof. The drawings or photographs submitted by the applicant must include photographs of the buildings on either side of the applicant's building.

Sec. 32-8. - Window signage.

Window signage, as defined in section 32-3, shall not exceed 20 percent of the elevation's (frontal view) window area. There shall be no limitation on the number of message units.

Sec. 32-9. - Logos.

Logos, defined as a symbol, picture, or graphic element arranged in a specific way to represent an entity using the property, shall be permitted. The area covered by the logo and additional lettering, if any, shall be considered together when calculating the maximum allowable area for signage.

Sec. 32-10. - Maximum number of message units; prohibited signs.

(1) *Maximum number of message units.*

- (a) ***Quantity restriction.*** The total of all signs on a property shall not contain in excess of a total of ten message units, except as otherwise provided in this chapter.
- (b) ***Exceptions.*** The following signs shall be exempt from the message unit limitation contained in this section, but shall be subject to the other regulations of this chapter:
 - 1. Fluid dispensing sign.
 - .
 - 3. Property use name sign which identifies the name of the user of the property, if the name exceeds ten message units up to the number of units to complete the full name.

4. Up to 6 square feet of signage may be provided on devices which dispense materials which indicate the materials dispensed from such device; provided such devices are situated within 10 feet of a building. Examples are: vending machines and automated tellers.
 5. Safety related and directive signs, such as: designation of restrooms, telephone location, smoking restrictions, exits, traffic control, and parking.
 6. Memorial signs on tablets, names of buildings and date of erection, when cut into the masonry surface of a building or when constructed of bronze or other incombustible material affixed to a building.
 - ~~7.~~
 7. Historical plaques not exceeding two square feet designating a building as a historical structure as permitted and provided by State law.
 8. Signs not exceeding 2 square feet per sign face providing information on the use and affiliations with the use. Examples are service club affiliations, such as Chamber of Commerce, and credit card logos.
 - 9.
 9. Signs authorized by the U.S. Government, the state, or any of its agencies or political subdivisions, as may be approved by the planning commission.
 10. Street addresses and telephone numbers, fax machine numbers, e-mail addresses and/or websites.
 11. Sandwich board or sign placed on easel, not to exceed 42" in width, and not greater than 65" in height.
 12. Blade Signs.
- (2) ***Prohibited signs.*** The following signs are prohibited, notwithstanding anything to the contrary in this chapter:
- (a) Animated signs.
 - (b) Banner signs, except as authorized by the planning commission.

- (c) Roof signs.
- (d) Rotating signs.
- (e) Signs with flashing, blinking or moving lights, including moving message boards.
- (f) Signs with exposed incandescent lights.
- (g) Pennants, streamers, spinners or flags of any type used for advertising purposes.
- (h) Balloons, with the exception of 12-inch size balloons, if:
 - 1. No more than 12 are displayed during business hours for no more than 12 hours for one day only.
 - 2. The balloons are attached by string/ribbon not exceeding 30 inches in length.
 - 3. The balloons do not obstruct the sidewalk or public right-of-way.
 - 4. Any one business is limited to displaying balloons to five times per year for special occasions.
 - 5. Balloon displays must be approved by the building official.
- .
- (i) Any sign that is structurally unsafe or is capable of causing electrical shock as determined by the building official which determination is subject to appeal.
- (j) Any sign that obstructs a window, door or other opening, used for a fire escape.
- (k) Any sign which makes use of the word "stop," "look" or "danger" or any other words or phrases that would tend to mislead or confuse vehicle operators.
- (l) Any sign containing language which would be prohibited from use by the Federal Communications Commission, or which would be found to be obscene, indecent or profane if broadcast by the Federal Communications Commission. Any display of the human body which would be considered public nudity if such display involved a person pursuant to the City ordinance

prohibiting public nudity.

- (m) Any sign unlawfully installed or erected.
- (n) Any sign which no longer advertises a bona fide business or product.
- (o) Any sign attached to a standpipe, gutter drain or fire escape, or any sign designed or erected so as to impair access to a roof.
- (p)
- (q) Any sign that would project above the parapet line of any roof or the peak of any roof.
- (q) Any sign that would project into any public right-of-way or other accessway.
- (r) Any sign which is attached to a tree, fence or utility pole.
- (s) Festoon signs.
- (t) Portable or temporary signs, unless specifically permitted by this chapter.
- (u) Painted wall signs.
- (v) Any other sign not specifically permitted by this chapter.
- (w) Painted or pasted sidewalk signs.
- (x) Projecting signs over public property except as permitted by section 32-35.
- (y) Parapet panel signs.
- (z) Marquee signs.

Sec. 32-11. - Miscellaneous provisions.

(1) ***Ground signs.***

- (a) ***Maintaining Site Distance and Avoiding Obstruction.*** No ground sign shall be erected so as to obstruct free access to or egress from any building. A site distance triangle shall be maintained so that signage is not placed obstructing the vision of drivers of vehicles entering or exiting drives or driveways with

respect to pedestrian traffic on sidewalks, walkways, and vehicular traffic in roads and streets.

(b) ***Setback.***

1. ***Location.*** Except as otherwise provided in this section, no ground sign shall be located nearer to a street property line than the established building line. No ground sign shall be located within 15 feet of a side or rear yard property line.

2. ***Exceptions.***

a. Pylon-type ground signs which contain an area of 32 square feet or less, in which only noncombustible materials or approved plastics are used, and which do not exceed a height of seven feet above the ground, may be located not less than two feet from a street property line. For the purpose of determining the allowable area of such signs, a double-faced sign shall be considered a single-faced sign. When a masonry or concrete foundation or planter which extends above the ground level is used as part of such pylon-type sign, the area of such foundation or planter shall not be considered a part of the area of the sign. However, the height of such foundation or planter shall be included in determining the maximum height of the sign.

b. Pole-type ground signs which are erected so that the bottom thereof is at least ten feet above the ground level, which are constructed of noncombustible materials or approved plastics, and which contain an area of 32 square feet or less, may project to street property lines.

(c) ***Height and dimensions; number of signs.*** Ground signs may be erected to a height of not more than 20 feet above the ground or to the peak of the roof of the property where the sign is installed, whichever is the least, when in compliance with the restrictions of subsection (2) of this section. No ground sign shall exceed 32 square feet of area or the maximum height and width limitation, whichever is the least. Only one ground sign or freestanding sign shall be permitted per street frontage, except at a shopping center with 200 feet or more of street frontage, in which case two ground or freestanding signs are permitted.

(d) ***Maintenance.*** Every ground sign and the immediate surrounding premises shall be maintained by the owner of such sign in a clean, sanitary and inoffensive condition and free and clear of all obnoxious substances, rubbish

and weeds.

- (e) ***Variances.*** The city council may grant variances in the height, area and setback requirements of this subsection in cases where there are unusual practical difficulties or unnecessary hardships because of topographical or other conditions, provided that such variations will not seriously affect any adjoining property, aesthetic quality or the general welfare, health or safety.

(2)

(3) ***Temporary sign generally.***

- (a) ***Duration of permit.*** Permits for commercial temporary signs may be issued by the building department provided such temporary sign meets the requirements of this chapter. Such permits for commercial temporary signs shall authorize the erection of such signs and their maintenance for a period not exceeding 30 days twice per year. Temporary signs in residential districts may not exceed 30 days twice per year, measured starting from the date that complaint has been received and confirmed by the building department.
- (c) ***Size.*** Commercial temporary signs shall not exceed 32 square feet in area, temporary signs in residential districts may not exceed 6 square feet in area
- (d) ***Location.*** No temporary sign shall be erected so as to prevent free ingress to or egress from any door, window, fire escape or ventilating equipment. No sign shall be attached to any standpipe or fire escape. No temporary sign shall extend over or into any street, alley or sidewalk a distance greater than four inches from the wall upon which it is erected. No such sign shall be placed or project over any wall opening.

- (5) ***Maximum time period for use of trailer signs.*** No permits shall be issued for the installation or use of any trailer signs for a period of longer than 14 days in any calendar year.

Sec. 32-12. - Nonconforming signs.

- (1) Signs erected, constructed or installed prior to the effective date of the ordinance from which this chapter is derived and which do not conform to the regulations and restrictions contained in this chapter shall be deemed to be nonconforming signs.

- (2) Nonconforming signs shall not:
- (a) Be changed to another nonconforming sign.
 - (b) Have any changes made in the words or symbols used or the message displayed unless the sign is specifically designed for periodic change of message.
 - (d) Be structurally altered so as to prolong the life of the sign or so as to change the shape, size, type or design of the sign.
 - (e) Have the face changed unless such sign is of a type of construction to permit such a complete change of the face.
 - (f) Be repaired or replaced after being damaged if the repair or replacement would cost more than 50 percent of the cost of an identical new sign except as provided in subsection (c) of this section.
- (3) Any sign or awning having been destroyed or rendered unusable by unintended damage may be replaced by an identical sign or awning, but must be approved by the building official.

Sec. 32-13. - Wall signs.

- (1) Where wall signs are placed so as to cover transom windows, the glass in such transoms must be removed and a steel frame in the form of steel studs covered on both sides with metal lath and cement plaster must be provided before the wall sign is erected. In filing applications for the erection of such signs over transoms, it will be necessary that complete detailed sketches be included showing compliance with all these requirements before a permit can be granted. All wall signs to be placed on mansard facades are to be constructed of individual characters, on a raceway or applied directly to the facade.
- (2) All applications for the erection of a wall sign shall show the location of the sign, details of the building to which the sign is to be attached, the size, color and appearance of the sign and all necessary details for fabrication and erection of such sign and any other requirements as detailed on the application.
- (3) Wall signs upon building fronts containing up to 40 feet of building frontage shall

not exceed three feet in height or a maximum of 30 square feet in size.

- (4) Wall signs upon building fronts containing 41 feet to 60 feet of frontage shall not exceed three feet in height or a maximum of 42 square feet in size.
- (5) Wall signs upon building fronts containing 61 feet and over of frontage shall not exceed three feet in height or a maximum of 48 square feet in size.
- (6) Wall signs upon the sides of buildings shall not exceed three feet in height or 12 square feet in size.
- (7) Wall signs upon the rear of buildings shall not exceed three feet in height or nine square feet in size.

(8) **Material.** Wall signs shall be constructed of noncombustible material, except that approved combustible materials or approved combustible plastics may be used as provided in this Code, and wood may be used for moldings and purely ornamental features.

(9) **Projection beyond building line.** Wall signs shall not project beyond an established building line or a street property line. Wall signs shall not project into alleys.

Prohibited locations. No wall sign shall be attached to a building in such manner so as to obstruct any door, window, fire escape or ventilating system.

(8) **Extension over or beyond wall.** Wall signs shall not be erected to extend above the top of a wall or beyond the ends of the wall to which they are attached.

(9) **Thickness.** No wall sign shall be more than eight inches thick.

(10) **Attachment to parapet wall.** No wall signs shall be attached to any parapet wall.

(11) **Painted wall signs.** No wall sign, including murals, may be painted onto any building wall.

(12)

Sec. 32-14. - Projecting or overhanging signs.

Permits shall be required for all projecting or overhanging signs and such signs shall be subject to the following restrictions

- (1) No such sign attached to any building shall be erected so as to overhang public property, except in the case of flat signs attached to a building face, which may

project eight inches from the building face.

- (2) The area of such signs shall not exceed a maximum of 32 square feet.
- (3) All such signs, including letters, shall be constructed entirely of metal, porcelain or other durable incombustible material. All projecting signs shall be supported by strong steel brackets attached to walls of buildings with through bolts, expansion bolts or other equally secure method, and shall be braced and held firmly in place with soft iron or steel cables of adequate strength. No swinging signs shall be constructed larger than 16 square feet in area. Cables shall be attached to walls of buildings with expansion bolts or equivalent method. Projecting signs which are permitted to extend over parapet walls may be attached to brackets fastened to roofs by means of through bolts but shall not be attached to any part of a wall above the point of bearing of the roof joists or rafters.
- (4) The thickness of a sign, exclusive of structural attachments, shall not exceed eight inches, but a sign may be made in two portions joined at one point similar to a letter "V," provided the least angle of intersection does not exceed ten feet.
- (5) In cases where a street is widened, causing signs to project over the curb, such signs shall be made to conform to the provisions of this chapter.
- (6) No sign shall be erected so that any part of it, including cables, guys, etc., will be within four feet of any electric light pole, streetlamp, or other public utility pole or standard.
- (7) Nothing in this section prohibits blade signs conforming to section 32-35.

Sec. 32-15. - Cloth and banner signs.

- (1) A permit shall be required for all cloth and banner signs.
- (2) No such sign shall be suspended across or project into any public street or highway.
- (3) No such sign shall exceed 32 square feet in area, and not more than one such sign shall be placed upon any building for each story in height. When two or more signs are erected on any building, they shall be separated vertically by the height of one story less the width of the sign, or horizontally by a distance of at least nine feet.
- (4) All such signs shall be strongly constructed and securely attached.
- (5) Such signs shall not obstruct any door, window or fire escape.

- (6) Such signs shall be removed as soon as torn or damaged, and, in any case, 30 days after erection. It shall be deemed a violation of the provisions of this chapter to fail to notify the division of safety inspection of the erection of such signs or to fail to remove them after 30 days.

Sec. 32-16. - Roof signs.

The installation of open roof signs and solid roof signs, as defined in this chapter, shall not be permitted. Any part of a building, such as a wall, pylon or projection, higher than the parapet of the building face or front elevation and serving to carry a sign shall be considered a roof sign and shall not be permitted. This restriction shall be applicable to a gable, hip or mansard type of roof and no sign shall be mounted on the face of such type of roof. All roof signs in existence within the city shall be considered as not conforming to this Code and the reconstruction or replacement of such signs shall not be permitted. For the purpose of this chapter, signs installed on those mansard facades, which are incorporated into the construction of the building front and not into the roof structure of the building, shall not be deemed roof signs, but wall signs. A mansard facade that extends more than four feet above the roof of the building shall not be deemed to be a mansard facade for the purposes of this section.

Sec. 32-17. - Combination of signs.

- (1) A building shall be limited to a maximum of two signs from the following classifications:
 - (a) Wall sign.
 - (b) Ground and pole sign.
 - (c) Pylon sign.
- (2) For a combination of smaller signs, see section 32-10(a). No sign or combination of signs shall contain more than ten message units on any one building except as provided in section 32-8 and section 32-10(1)(b).

Sec. 32-18. - Alteration or relocation of signs.

In case any sign is altered in appearance or dimension in any manner or moved to any new location, such sign shall be subject to all restrictions applying to a new sign.

Sec. 32-19. - Blinking and animated signs prohibited.

The use of a blinking or animated sign is prohibited. The term "blinking," as used in this

section, shall mean the apparent or actual oscillation, cycling or flashing of any sign or portion thereof, whether such apparent or actual oscillation, cycling or flashing is made, created or occasioned by mechanical, optical or electrical means. The term "animated," as used in this section, shall mean the actual or apparent movement of any portion of a sign and shall include replicas or statues of persons, animals and cartoon style characters, whether such replicas or statues contain or appear to contain moving parts or not.

(Invalid content regulation.)

Sec. 32-21. - Compliance with zoning regulations.

Notwithstanding anything in this chapter to the contrary, the provisions of the zoning chapter shall be strictly complied with.

(Invalid content regulation.)

Sec. 32-24. -Portable Signs.

- (1) No portable sign shall be displayed upon any land within the city without prior approval for such display having been obtained from the Building Official.
- (2) Notwithstanding subsection (1) of this section, an application for a sandwich board or sign placed on an easel may be submitted to the building official for approval prior to its proposed installation. Approval by the building official may only be granted under all of the following conditions:
 - (a) The sign may only be placed on the property occupied by the applicant, and the location will not interfere with pedestrian traffic or visibility.
 - (b) The sign may only be displayed during the hours of business of the applicant.
 - (c) The sign must be constructed of either wood or metal or a combination of wood or metal, or other material approved by the building official.
 - (d) The size of the sign must not exceed 42 inches in width, 48 inches in height, and its overall height shall not be greater than 65 inches.
 - (e) The colors displayed on the sign must be in accordance with this chapter.
 - (f) The sign must be structurally sound, stable and adequately maintained.
 - (g) The message on the sign must be related to the business affected.

- (h) Only one sandwich board or easel sign per address.

In the event the building official approves the sandwich board or easel sign, no approval of the planning commission is necessary.

Sec. 32-25. - Standards for approval of portable signs.

The planning commission shall not signify its approval for the display of a portable sign unless the following requirements have been met:

- (1) Such proposed display shall be for definite consecutive dates not to exceed seven days.
- (2) The building official or the building official's designated representative shall certify to the division of safety inspection that the proposed location of the portable sign will not cause traffic congestion, impede traffic, block access to off-street parking spaces, conflict with traffic signalization or signage, or otherwise interfere with orderly traffic movement.
- (3) The proposed location of the portable sign shall not be on any public right-of-way.
- (4) The proposed portable sign shall not consist of or utilize flashing lights, beacons or searchlights, banners, balloons, flags, etc.
- (5) The proposed location for the placement of the portable sign shall not be closer than ten feet to any driveway, road, street, alley, sidewalk or other public property, and the sign shall not be placed upon any property other than where the business or product advertised is located or sold. Nonprofit organizations may advertise fundraising events and similar occasions on other than their own property if written permission of the owner of the proposed location accompanies the application.
- (6) Each application for a permit for a portable sign shall include a description or sketch showing how such sign will be affixed to the ground or some stationary structure which will prevent the sign from rolling, tumbling, blowing or being pushed onto any driveway, street, alley or other public property.
- (7) Not more than one portable sign shall be permitted to be displayed on any premises for more than a seven-day period within a calendar year. For the purposes of this subsection, a shopping center shall be considered one premises.
- (8) No portable sign shall exceed 32 square feet in area.

Sec. 32-26. - Review of application for installation of portable sign.

Application for a portable sign installation shall be submitted to the division of safety inspection. The application shall be reviewed by the division, and if found to be complete and in compliance with the provisions of this chapter, such compliance shall be noted upon the application. The application shall then be referred to the director of public safety, or the director's designated representative, who shall review the application and shall note thereon that the application complies with the traffic safety requirements. Upon completion of such review, the application shall be referred to the planning commission for its consideration.

Sec. 32-27. - Variances for portable signs.

Should any party wish to display a portable sign that fails to meet the requirements of section 32-26, an appeal to the city council may be made in accordance with the provisions of section 32-32.

(3)

Sec. 32-29. - Design of Lettering and Sign Faces.

The following rules, regulations and guidelines shall be applicable to all permanent signs installed or erected within the city:

- (1) **Lettering.** Signs shall be comprised of not more than two styles of lettering. There shall be no more than three sizes of lettering per sign.
- (2) **Colors.** A maximum of three complimentary, muted colors or shades of colors may be used for a sign. A list of approved colors will be maintained by the building official as approved by the planning commission resolution.

Registered logo/trademark is exempt from lettering and color restrictions.

Sec. 32-30. - Flags and flagpoles.

Flagpoles shall not be erected between the sidewalk and curblin of Mack Avenue nor within 20 feet of any property line if freestanding. Flags of any nature or design in excess of 120 square feet in size shall not be flown within the city. *(Invalid content regulation. It is suggested that the number of flagpoles and/or flags be limited based on property size. This would result in limiting flagpoles for example to one flagpole in all residential areas while still allowing for more flagpoles on larger sites which are subject to our regulations such as private schools and other larger sites.)* No flagpole shall be erected closer to the joining street than 10 feet from the front building setback line, and in no event shall a flagpole or flag be permitted to extend into any

public right-of-way. For each parcel or combination of parcels under common ownership, one flagpole shall be permitted if frontage abutting a street is 100 feet or less. If frontage is between 100 and 300 feet, two flagpoles shall be permitted, and for frontage exceeding 300 feet, up to three flagpoles are permitted. No more than two flags whose combined square footage, if 20 square feet or less, shall be permitted on each flagpole. Flagpoles shall be configured so that flags do not touch each other.

Sec. 32-31. - Awnings and canopies.

- (1) Awnings and canopies shall be made with cloth, canvas or vinyl, and may not be covered with metal or hard plastic materials.
- (2) Awnings and canopies shall be of city approved colors. Such colors shall be approved by resolution of the planning commission and samples shall be maintained by the building official and made available to all applicants seeking a permit to install an awning or canopy free of charge.
- (4) No advertising message or logo shall be permitted on the face of any awning or canopy.
- (5) No awning or canopy shall be backlighted with artificial lighting.
- (6) Advertising material may be contained on the valance of an awning or canopy. Such message shall not exceed the message unit limitations for such property. Letters or numbers on the valance shall be limited in height to eight inches.
- (7) All applications for a permit to install a new awning or canopy or to install exact replacement awnings or canopies shall be authorized by the building official, provided that such proposed installation meets the provisions of this chapter.

Sec. 32-32. - Appeal of denial of permit.

If the building official denies a sign permit, or if a variance is requested, upon filing an application in writing, the appeal or variance request will first be reviewed by the planning commission with a determination made within 45 days, which will provide a recommendation to the city council. Any party who has been refused a sign permit after review by the building official or planning commission for a proposed installation or has been notified by the city to remove an existing sign may file a claim of appeal with the city clerk by completing a written application stating "appeal". Such claim of appeal shall be accompanied by an appeal fee as currently established or as hereafter adopted by resolution of the city council from time to time or a fee structure designated by the administration and approved by the city council by

resolution, payable to the general fund of the city. The City Council must act upon such appeal within 60 days, and may deny such appeal, grant such an appeal, or grant such appeal with reasonable conditions, upon a finding that such exception would be in the best interest of the City and not against the spirit and intent of this chapter. . Neither the Planning Commission, nor the City Council may consider the content of any sign as a factor in any determination made pursuant to this section.

Sec. 32-33. - Electronic changeable copy signs.

- (1) **Definition.** An "electronic changeable copy sign" is defined as a sign upon which the copy changes automatically on a lamp bank and which sign meets the definition of a ground sign as contained in this chapter. Scoreboards used to keep track of scores during athletic events are exempt from this definition.
- (2) **Standards.** The following rules and regulations shall be applicable to electronic changeable copy signs notwithstanding any other rules or regulations contained in this chapter:
 - (a) Such sign shall not produce blinking or animated messages.
 - (b) The changeable copy or message delivered by the sign shall not be changed more often than once in any eight-hour time period.
 - (c) Such sign shall be permitted to be installed only within a community facilities zoning district of the city, once application is made to the building official and subsequent review and approval by the planning commission.
 - (d) Such sign may be of a size of up to 32 square feet and a height of six feet above the ground.
 - (e) Such sign may be installed within ten feet inside of the property line; provided, however, that such location proposed for the installation receives prior approval from the division of safety inspection as to traffic hazards and pedestrian hazards.
 - (f) All messages shall not exceed four lines of characters.
 - (g) Such sign shall be limited to 50 footcandles power output.

Sec. 32-34. – Multitenant buildings.

Generally, multitenant buildings will be exempted from the maximum number of sign

restrictions providing a "master"/overall building plan is applied for and approved by the planning commission.

Sec. 32-35. - Blade signs.

- (1) **Purpose.** The purpose of a blade sign is to identify and promote the use for pedestrians and serve as a graphic design enhancement to certain zoning districts. Blade signs are only permitted in the C, C-2, and R-O1 Districts. Blade signs are permitted subject to the following requirements.
- (2) **Procedure.**
 - (a) All blade signs shall be subject to review and approval by the building department and department of public services. Blade signs are not exempt from the permit requirements or other regulations of this chapter.
 - (b) Blade signs complying with this chapter shall not count against the number of signs permitted, area allowed, or message unit requirements.
 - (c) A permit for a blade sign is required before any part of the sign is affixed to a building.
- (3) **Requirements.** Blade signs shall adhere to the following requirements:
Only one blade sign is permitted per storefront or business.
 - (a) The total sign area for any blade sign shall not exceed four-and-one-half square feet per side.
 - (b) The lowest point of the sign shall be at least nine feet above a public way. The highest point of the sign shall not exceed the highest point of the building. Signs above private property shall be at least eight feet above grade. Signs shall not project from the building more than three feet. Brackets are included as part of the sign when determining these measurements.
 - (c) Internal or external illumination is prohibited.
 - (d) Any blade sign shall be at least ten feet from another blade sign, and five feet from the entrance of any other adjacent property.
 - (e) Blade signs shall be located as close as practical to the storefront entrance.
 - (f) Blade signs shall not obstruct vehicular traffic or city operations in any

sidewalk, passageway, public way, alleyway or designated loading/unloading area.

- (g) No portion of a blade sign shall project above the top of an eave or parapet.
- (h) All blade signs shall be maintained in good condition.
- (i) Blade signs shall be designed as to be compatible with the architectural facade where they are placed. The design, including materials and color, shall comply with the requirements of this chapter.
- (j) The bracket of the blade sign shall be made of a durable material and attached directly to the building wall and meet building code requirements. Decorative frames and brackets are encouraged. Installation onto mansard roofs is prohibited.
- (k) Blade signs shall be no more than four inches thick. Brackets and decorative mounting features may exceed the thickness requirements as reasonably necessary to create an attractive graphic or design element.
- (l) Blade signs shall be limited to two sign faces.
- (m) Blade signs shall not obstruct the view of traffic control devices or interfere with the vision of pedestrian or vehicle traffic as determined by the city's traffic safety officer.
- (n) Symbols or logos used to identify the business are encouraged.

Chapter 32 - SIGNS

Sec. 32-1. - Purpose and Objectives.

The purpose of this chapter is to create the legal framework for a comprehensive and balanced system of signage in the city to facilitate communication between people and their environment and to avoid the visual clutter that is potentially harmful to community appearance, traffic and pedestrian safety, property values and business opportunities. To achieve this purpose, this chapter has the following objectives:

- (1) Protect the aesthetic quality of the city.
- ~~(2) Promote within a certain geographical area which has early American colonial architectural features sign design and lettering consistent with early American colonial architectural features. the appearance of an early American colonial motif within the commercial business district of the city.~~
- (3) Protect the general public from damage and injury caused by the distractions, hazards and obstructions caused by excessive signage.
- (4) Preserve the value of property by ensuring the compatibility of signage with surrounding land uses.
- (5) Keep signs within a reasonable scale with respect to the buildings to which they relate.
- (6) Prevent off-premises signs from conflicting with ~~business, residential and public land uses~~ surrounding land uses.
- (7) Prevent the placement of signs in a manner, which will conceal or obscure other signs or adjacent businesses.
- (8) Keep the number of signs and sign messages at the level reasonably necessary to identify ~~a business and its products~~ a property use.
- (9) Prevent hazards due to collapse, fire, collision, decay or abandonment of signage.
- (10) Provide signage that will harmonize with the building upon which it is placed and the adjoining properties.
- (11) Avoiding fraudulent and misleading messaging.

(12) Safely directing persons and property to allow for safe ingress and egress and delivery of emergency services.

(13) Reducing time required to read and understand a sign to reduce the distraction of pedestrians and motorists.

Sec. 32-2. – Scope of chapter.

- (1) It shall be unlawful for any person to erect, construct or alter any sign in the city without complying with the provisions of this chapter.
- (2) Any sign already established on the effective date of the ordinance from which this chapter is derived, and which is rendered nonconforming by the provisions in this chapter, and any sign which is rendered nonconforming as a result of subsequent amendments to this chapter, shall be subject to the regulations concerning nonconforming structures and uses set forth in this chapter.

Sec. 32-3. – Definitions.

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

Abandoned sign means any sign which, by reason of neglect, damage or deterioration, requires repair and the owner thereof fails, neglects or refuses to initiate refurbishment or repair to the sign within ten days after having received written notice so to do from the city or fails to complete such repair or refurbishment within 60 days from the receipt of such notice from the city.

Animated sign means a sign depicting the actual or apparent movement of any portion of a sign, and shall include replicas or statues of persons, animals and cartoon style characters, whether such statues contain or appear to contain moving parts or not.

Application means the paperwork necessary for the processing of the applicant's request, including all requested information, photographs, drawings or renderings as detailed on the application form requested by the city and as amended by the city from time to time.

Area means the entire area within a rectangle, circle, triangle or parallelogram enclosing the extreme limits of writing or pictorial representation, emblem or any figure of similar character together with any frame or other material or other color forming an integral part of the display or used to differentiate it from the background against which it is placed, excluding

the necessary supports or uprights on which such sign is placed. Where a sign has two or more faces or graphics, the area of all faces or graphics shall be included in determining the area of the sign.

Awning means a structure made of cloth, metal or other material affixed to a building in such a manner that the structure may be raised or retracted to a position against the building or retracted so as to be within a container or device for storage.

Back-to-back means any sign containing two or more surfaces containing words, numbers, figures, devices, designs or trademarks visible to the general public and designed to inform or attract the attention of persons, which signs are constructed or installed with the back of each sign facing the back of the second sign so that such messages as contained on the sign face are visible to persons viewing such signs from two or more directions.

Balloon means any device capable of being inflated with air, helium or other gas and mounted, tied or tethered in such a manner as to hold such balloon from being carried away by the wind.

Banner sign means any sign produced on cloth, paper, fabric or any other combustible material, either with or without a supporting framework.

Billboard means any display sign that contains a message unrelated to or not advertising a business transacted or goods sold or produced on the premises on which the sign is located.

Blade sign means a sign supported by a mounting attached directly to a building that is perpendicular to a building wall.

Building line means the term as defined in chapter 50.

Building official means the person designated as the director of the division of safety inspection for the city.

Canopy means a structure or frame covered with canvas, cloth or other soft material usually extending from the wall of a building and designed to provide shelter from sunlight and the elements.

Changeable copy sign means any sign designed or constructed so that the lettering or message contained thereon is capable of being changed by rearranging or installing new letters or messages without removing and replacing or resurfacing the face of such sign.

Closed-face sign means a sign having a projected area exposed to wind loads consisting of 70 percent or more of the gross area as determined by the overall dimensions.

Combination sign means any sign that combines the characteristics of two or more signs.

Curbline means the line at the face of the curb nearest the street or roadway. In the absence of a curb, the curbline shall be established by the city engineer.

Dilapidated sign means any sign, which, by reason of damage, exposure to the elements or other causes, has deteriorated so that the intended message is no longer clearly discernible from a public or private street abutting property where the sign is located.

Directory sign means any sign not exceeding eight square feet listing the name and address of the occupant, the address of the premises, and/or locations of various businesses or activities uses within a building or multitenant building that are not for the purpose of bringing same to the attention of vehicular traffic. Directory signs cannot exceed eight square feet.

Display surface means the area made available by the sign structure for the purpose of displaying an advertising message.

Double-faced sign means any sign containing two or more surfaces containing display areas.

Electrical sign means any sign which has characters, letters, figures, designs, faces, logos, backgrounds or outlines illuminated by incandescent or fluorescent lamps or luminous tubes as part of the sign proper, such light sources being either external or internal.

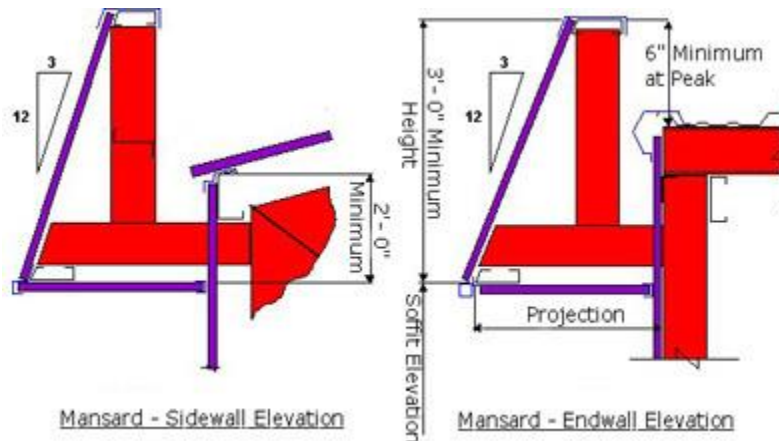
Existing sign means any sign that is displayed on and before the effective date of the ordinance from which this chapter is derived.

Festoon sign means a sign consisting of a wreath or garland of flowers, leaves, paper or other materials hanging in a loop or curve.

Gasoline Fluid price sign means any sign that is used to advertise the price of gasoline or other fuels the dispensing of fluid at that location. If brand identification material is used on or is a part of the sign advertising price, such shall be considered the gasoline price sign. A fluid price sign shall not exceed 20 square feet for any single location. Where fluid is dispensed from locations within 25 feet of each other, signage shall not exceed 20 square feet collectively for all such dispensing locations on the premises. or collection of locations situated within 25 feet of each other where fluid is available for dispensing.

Ground sign means a sign supported by one or more poles, columns, uprights or braces or a solid base in or upon the ground, which are not part of a building.

Mansard facade means decorative trim or panel projecting from the top of the wall; the triangular portion of a roof at the top of a building as shown in the diagram below. that portion of a building as described in diagram 62-3A (the triangle portion).
Example Diagram (left) and Image (right):



Marquee sign means a sign that is attached to a marquee.

Message units means a word, an abbreviation, a number containing up to ten digits, a symbol, a geometric shape or a person's or firm's initials containing up to 11 letters. Punctuation marks are not counted in computing the number of message units.

Michigan Building Code means the Michigan Building Code as published by the state as adopted and amended from time to time.

Moving message board means an electrical sign designed to exhibit a pattern of letters or numbers delivered in such fashion so as to appear to be moving lines or words of type.

Multi-tenant building means a building with multiple tenants or businesses uses, which share a common entrance.

Noncombustible material means any material which will not ignite at or below a temperature of 1,200 degrees Fahrenheit during an exposure of five minutes and which will not continue to burn or glow at such temperature.

Nonconforming sign means any sign existing on and after the effective date of the ordinance from which this chapter is derived, which sign does not comply with one or more of the requirements for signs as contained in this chapter.

Open-face sign means a sign having a projected area exposed to wind loads consisting of less than 70 percent of the gross area of the sign as determined by the overall dimensions.

Parapet and **parapet wall** mean the part of any wall entirely above the roof.

Parapet panel sign means a closed-face sign mounted upon the parapet wall of a building.

Parapet skeleton sign means an open-face sign composed of individual letters, which are mounted upon the parapet wall of a building.

Plastic materials means those materials made wholly or principally from standardized plastics.

Pole sign means any sign placed on a pole (whether round, square or rectangular); which pole is placed into the ground.

~~**Political sign** means a sign announcing the candidacy of a person running for public office or issues to be voted upon at an election.~~

Portable sign means any sign or display board, searchlights, lighting panel or similar device mounted upon a trailer or upon its own frame and wheels and not being a ground sign as defined in this chapter. Portable signs include any so-called "sandwich boards" or signs placed on easels.

Projecting encroaching sign means a projecting sign that projects beyond a private property line into and over public property.

Projecting sign means a sign, other than a wall sign, suspended from or supported by a building or structure, or masonry or wooden posts or steel columns, and projecting therefrom.

Pylon sign means any sign placed on a stake or mast-like pole.

Roof sign means a sign erected over or on the roof of any building and wholly or partially dependent upon the roof of the building for support, or attached to the roof in any way.

Rotating sign means any sign or advertising device that rotates or gives the appearance or optical effect of rotating.

Sign means any device or representation for visual communication that is used for the purpose of bringing the subject thereof to the attention of others that is located on or attached to any premises, real property or structure on real property, or upon any vehicle.

Sign structure means a supporting structure erected, used or intended for the purpose of identification or attracting attention, with or without a sign thereon, situated upon or attached to the premises, upon which any sign may be fastened, affixed, displayed or applied; provided, however, this definition shall not include a building, fence, wall or earthen berm.

Temporary sign means a sign, banner or other advertising device constructed of cloth, canvas, fabric or other light temporary material, with or without a structural frame, intended for a limited period of display including decorative displays for holidays or public demonstrations.

~~**Time and temperature sign** means any sign with numbers expressing the time and temperature and designed to reflect changes in such information.~~

Traffic direction sign means a sign advising of a route for pedestrian or vehicular travel to reach a destination upon the property where the sign is situated such as a sign advising of entrances, exists and parking locations.

Trailer sign means a sign with a display surface supported on a mobile chassis, other than a motor vehicle.

Utility warning sign means a sign advising of the location of a public or private utility, by way of illustration: gas, sewer, water, telecommunication lines, and other similar lines.

Valance means a loose nonstructural edging located around the bottom of an awning not exceeding 12 inches in height. This provision shall only apply to valances to which sign copy is applied.

Wall sign means a sign which is attached to, affixed to, placed upon or painted upon any exterior wall or surface of any building, building structure or part thereof, provided that no part of any such sign extends more than eight inches from the face of the exterior wall.

Window area means that portion of a transparent material (glass or other see-through material) on each elevation of a building. Window area includes doors of glass or see-through doors.

Window signage means any sign or message, including lighted signs, plastic, paper, cardboard or cloth signs or signs of similar material placed or installed on any window surface. Advertising messages visible through a window display the objective of which is to communicate with pedestrian or vehicular traffic will be considered a window sign for purposes of this chapter. The term "window signage" includes, but is not limited to, hours of operation, directory signs, community signs and temporary signs.

Yard sale sign, basement sale sign, garage sale sign and rummage sale sign mean

posters, signs and notices advertising a sale of personal property by private individuals conducted at residential premises.

Sec. 32-4. - Administration and enforcement.

- (1) **Enforcement authority.** Subject to applicable provisions of law and consistent with the delegation of power found in the Charter and applicable ordinances, the building official or the building official's duly authorized representative is hereby authorized and directed to enforce this chapter.
- (2) **Right of entry.** Upon presentation of proper credentials, the building official or the building official's duly authorized representative may at reasonable times enter any building, structure or premises in the city to perform any duty imposed upon such person by this chapter
- (3) **Interpretation.** Subject to applicable provisions of law and consistent with the delegation of power found in the Charter and applicable ordinances, the building official and the planning commission, to the extent a matter is brought before the planning commission pursuant to this chapter, is hereby authorized to interpret the provisions of this chapter.
- (4) **Establishment of permit fees.** Fees for permits required by this chapter shall be established by resolution of council.
- (5) **Permit generally; alteration or relocation of signs.**
 - (a) **Permit required; issuance.** No person shall erect, construct, alter, relocate or refurbish, or cause or permit to be erected, constructed, altered, relocated or refurbished, any sign in the city without first obtaining a permit from the division of safety inspection. A separate permit shall be required for each sign. Electrical signs shall also require an electrical permit. If an application for a sign permit indicates that the proposed sign conforms in all respects to the provisions of this Code, a permit shall be issued by the building official. The building official must act either to approve or deny an application within 90 days of presentation of a complete application to the building official, unless the building official and the applicant agree in writing to extend this time period.
 - (b) **Enlargement, alteration or relocation of signs.** No person shall enlarge or relocate a sign except in conformity with the provisions of this chapter relating to new signs. The changing of movable parts of an approved sign

that is designed for such changes, or the repainting with approved colors or reposting of display matter, shall not be deemed an alteration, provided that the conditions of the original approval and the requirements of this chapter are not violated.

(c) ~~**Exceptions to permit requirement.** No permit shall be required for the following signs and outdoor display structures. Such exceptions, however, shall not be construed to relieve the owner of the following signs from responsibility for its erection and maintenance in a safe manner:~~

(c) **Exceptions to permit requirement.** Signs 6-10 sq ft or less, and with no more than a total of four (4) freestanding and window signs in number on a property, including a contractor's sign while working at the property only, - ~~do not require a permit but shall otherwise fully comply with the provisions of this ordinance and other applicable codes of the City, and are further subject to inspection. -Additionally, the following signs do not require permits: -~~

1. Directory signs.
2. Traffic direction signs.
3. Utility warning signs.
4. Window signs.

~~1-5.~~

(6) **Permit and inspection fees.**

- (a) All fees under this chapter, except as otherwise provided in this chapter, shall be set by resolution of council and paid in advance. Copies of the resolution setting the sign permit fees shall be filed in the office of the city clerk.
- (b) The permit fees for all signs shall be in addition to any fees required for electrical inspections when electric lighting is used.
- (c) If work for which a permit is required by this chapter is commenced or continued before such permit is issued, the permit fees established by

resolution for any sign erection so commenced or continued shall be doubled, but the payment of such double fee shall not relieve any person from fully complying with the requirements of this chapter in the execution of the work, or from any prescribed penalty.

- (7) ***Inspection of work covered by permit.*** No person conducting or performing work covered by a permit required by this chapter shall fail to notify the building official when such work has been commenced and completed. No person shall conceal any portion of such work until it has been inspected and approved by the director or the director's designated representative. If the work is found to be properly performed and safe, a certificate of inspection shall, if requested, be issued. The director or the director's designated representative shall have the authority to order any corrections of work the director or the director's representative may find necessary to comply with this chapter.
- (8) ***Suspension or revocation of permit.*** The building official or the building official's designated representative shall give notice, in writing, to the holder of a permit issued under this chapter of the reasons for any proposed suspension or revocation of such permit, which notice shall be served upon such holder at least five days before the time set for the hearing before the planning commission. Upon such hearing, the licensee or permittee may appear in person or together with counsel and contest such suspension or revocation. For good cause shown at such hearing, the commission may suspend or revoke any such permit.
- (9) ***Correction or removal of unsafe or unlawful signs.*** When any sign becomes insecure or in danger of falling, or when any sign is unlawfully installed, erected or maintained in violation of any of the provisions of this chapter, the owners thereof or the person maintaining the sign shall, upon written notice of the building official or the building official's designated representative, forthwith in the case of immediate danger and in any case within not more than ten days, make such sign safe and in conformity with this chapter or remove the sign.
- (10) ***Maintenance and annual inspection.***
- (a) All signs for which a permit is required under this chapter, together with their supports, braces, guys and anchors, shall be kept in good repair in accordance with this chapter and, when not galvanized or constructed of approved corrosion-resistant, noncombustible materials, shall be painted when necessary to prevent corrosion or on a regular basis or as may be required for safety purposes and to maintain aesthetic values.
- (b) All classes of signs shall be inspected by the building official ~~once a year upon~~ request as to the safety, and if found to be well supported, painted to

prevent corrosion and so secured to the building as to safely support the weight of the sign as well as resist wind pressure in accordance with the general structural requirements for new sign installation, a certificate of inspection shall be issued, ~~upon request.~~

- (11) **Existing signs.** No sign heretofore approved and erected sign shall be altered or relocated either on the same premises or to other premises. Except as provided in subsection 32-12(b)(6), no sign, or any substantial part thereof, which is blown down or destroyed shall be re-erected, reconstructed, rebuilt or relocated unless the sign is made to comply with all applicable requirements of this chapter.
- (12) **Engineering design and materials.** Signs and sign structures shall be designed and constructed to resist wind forces as specified in the state building code.
- (13) **Approval of design and structural details.** Designs and structural details of all signs shall be submitted to the division of safety inspection before a permit is issued under this chapter. The building official shall determine whether or not any proposed sign installation is compatible with the exterior appearance of the building in accordance with the standards set forth in this chapter.

Sec. 32-5. - Illumination generally.

- (1) **Wiring installation; open spark or flame prohibited.** No sign shall be illuminated by other than electrical devices. Wiring shall be installed in accordance with the requirements of the National Electrical Code and the rules and regulations of the division of safety inspection. In no case shall any open spark or flame be used for display purposes.
- (2) **Electrical inspection.** No electrically operated or illuminated sign shall be erected before the chief electrical inspector's seal or stamp has been affixed to such sign.
- (3) **Location; prohibited lights.** No person shall place, maintain or display a blinking, oscillating or rotating light. Lights that may be mistaken for the distinguishing lights authorized by law for emergency vehicles and safety devices, because of similarities in color and design, shall not be permitted along roadways.
- (4) **Exception.** No transformer in excess of 30 milliamperes (MA) with 120 volt primary service shall be permitted, except as may specifically be approved by the building official.

Sec. 32-6. - Internally illuminated signs.

All internally illuminated signs shall be constructed so as to produce or emit a subdued

lighting effect. Backlighting individual letters are permitted. Interior illuminated signs shall be constructed so that the background face of such sign is opaque or nearly opaque so as to allow the illumination of only letters, numbers, or logos on the display surface so that minimal light passes through the background.

Sec. 32-7. - Illuminated signs.

Awnings and canopies shall not be illuminated. The display surface of signs permitted under the provisions of this chapter facing Mack Avenue and Harper Avenue may be illuminated by externally mounted incandescent lights directed to shine upon the display surface ~~and shielded downward or~~ ~~and shielded~~ from shining at other than the display surface. Such ~~incandescent~~ lighting shall not exceed 150 watts for incandescent lights or 24 watts for LED lights for every 20 square feet of display surface illuminated. Applications for illuminated signs shall be referred to the building official for approval. Such application shall be accompanied by a drawing or photograph of the building facade showing the area where the proposed sign is intended to be installed and the wording, lettering and appearance of the proposed sign on the building, including the dimensions thereof. The drawings or photographs submitted by the applicant must include photographs of the buildings on either side of the applicant's building.

Sec. 32-8. - Window signage.

Window signage, as defined in section 32-3, shall not exceed 20 percent of the elevation's (frontal view) window area. There shall be no limitation on the number of message units.

Sec. 32-9. - ~~Design of business logos~~ Logos.

~~Logos covering no more than one-third of the surface area of a sign face shall be permitted provided that additional lettering or message units other than logos are allowed as long as the maximum allowable area requirements are met. Logos covering an entire sign face are permitted provided the entire sign face does not exceed one-third of the maximum allowable area of the sign face. For purposes of this section, a logo is defined as a symbol, picture or graphic elements arranged in a specific way to represent a business, corporation, trade or profession.~~

Logos, defined as a symbol, picture, or graphic element arranged in a specific way to represent an entity using the property, shall be permitted. ~~provided they cover no more than 1/3 of the surface area of the sign face.~~ The area covered by the logo and additional lettering, if any, shall be considered together when calculating the maximum allowable area for signage.

Sec. 32-10. - Maximum number of message units; prohibited signs.

(1) **Maximum number of message units.**

- (a) **Quantity restriction.** The total of all signs on a property shall not contain in excess of a total of ten message units, except as otherwise provided in this chapter.
- (b) **Exceptions.** The following signs shall be exempt from the message unit limitation contained in this section, but shall be subject to the other regulations of this chapter:

1. ~~Gasoline price signs. A gasoline service station shall be permitted signs on each pump island indicating the prices, the types of gasoline and the type of service. The area of such signs shall not exceed 20 square feet per pump island. Fluid dispensing sign. A use of property which has locations where fluids are dispenses shall be permitted. Signage at each such location where fluid is dispensed up to 20 square feet. Where fluid is dispensed from locations within 25 feet of each other, signage shall not exceed 20 square feet collectively for all such dispensing locations.~~
2. ~~Theater marquee~~ Marquee signs.
3. ~~Business name sign. If~~ Property use name sign which identifies the name of the user of the property, if the name of the business exceeds ten message units up to the number of units to complete the full name.
4. ~~Permanent signs on vending machines, gas pumps or ice containers indicating only the contents of such devices, provided such devices are located within ten feet of a building. The sign area of each device may not exceed six square feet. Up to 6 square feet of signage may be provided on devices which dispense materials which indicate the materials dispensed from such device; provided such devices are situated within 10 feet of a building. Examples are: vending machines and automated tellers.~~
5. ~~Signs not exceeding six square feet which contain noncommercial messages including designation of restrooms, telephone location, restrictions on smoking, or door openings, and private traffic control and parking signs. Safety related and directive signs, such as: designation of restrooms, telephone location, smoking restrictions, exits, traffic control, and parking.~~
6. Memorial signs on tablets, names of buildings and date of erection,

when cut into the masonry surface of a building or when constructed of bronze or other incombustible material affixed to a building.

- ~~7. Signs of a religious institution, school, museum, community recreation facility or library indicating the name, current displays or activities and having an area not greater than 25 square feet.-~~
7. Historical plaques not exceeding two square feet designating a building as a historical structure as permitted and provided by State law.
- ~~8. Business signs not exceeding two square feet per sign face containing information on credit cards or business affiliations. Signs not exceeding 2 square feet per sign face providing information on the use and affiliations with the use. Examples are service club affiliations, such as Chamber of Commerce, and credit card logos.~~
- ~~9. Political signs advocating or opposing a candidate for public office or a position on an issue to be determined at an election, provided that such signs are removed within seven days after such election.~~
9. Signs authorized by the U.S. Government, the state, or any of its agencies or political subdivisions, as may be approved by the planning commission.
10. Street addresses and telephone numbers, fax machine numbers, e-mail addresses and/or websites.
11. Sandwich board or sign placed on easel, not to exceed 42" in width, and not greater than 65" in height not to exceed in total on both sides square feet.

~~11.12.~~ Blade Signs.

- (2) **Prohibited signs.** The following signs are prohibited, notwithstanding anything to the contrary in this chapter:
- (a) Animated signs.
 - (b) Banner signs, except as authorized by the planning commission.
 - (c) Roof signs.
 - (d) Rotating signs.

- (e) Signs with flashing, blinking or moving lights, including moving message boards.
- (f) Signs with exposed incandescent lights.
- (g) Pennants, streamers, spinners or flags of any type used for advertising purposes.
- (h) Balloons, with the exception of 12-inch size balloons, if:
 - 1. No more than 12 are displayed during business hours for no more than 12 hours for one day only.
 - 2. The balloons are attached by string/ribbon not exceeding 30 inches in length.
 - 3. The balloons do not obstruct the sidewalk or public right-of-way.
 - 4. Any one business is limited to displaying balloons to five times per year for special occasions.
 - 5. Balloon displays must be approved by the building official.

~~Strings of lights, excepting holiday decorations.~~

- (i) Any sign that is structurally unsafe or is capable of causing electrical shock as determined by the building official which determination is subject to appeal.
- (j) Any sign that obstructs a window, door or other opening, used for a fire escape.
- (k) Any sign which makes use of the word "stop," "look" or "danger" or any other words or phrases that would tend to mislead or confuse vehicle operators.
- (l) Any sign containing ~~obscene, indecent or immoral matter~~ language which would be prohibited from use by the Federal Communications Commission, or which would be found to be obscene, indecent or profane if broadcast by the Federal Communications Commission. Any display of the human body which would be considered public nudity if such display involved a person pursuant to the City ordinance prohibiting public nudity.

- (m) Any sign unlawfully installed or erected.
- (n) Any sign which no longer advertises a bona fide business or product.
- (o) Any sign attached to a standpipe, gutter drain or fire escape, or any sign designed or erected so as to impair access to a roof.
- (p) ~~Any sign within 50 feet of a residential zoning district unless such sign is completely screened by a building, solid fence or evergreen planting so as not to be visible from the residential area.~~
- (q) Any sign that would project above the parapet line of any roof or the peak of any roof.
- (q) Any sign that would project into any public right-of-way or other accessway.
- (r) Any sign which is attached to a tree, fence or utility pole.
- (s) Festoon signs.
- (t) Portable or temporary signs, unless specifically permitted by this chapter.
- ~~(u)~~ Painted wall signs.-
- (u)
- (v) Any other sign not specifically permitted by this chapter.
- (w) Painted or pasted sidewalk signs.
- (x) Projecting signs over public property except as permitted by section 32-35.
- (y) Parapet panel signs.
- (z) Marquee signs.

Sec. 32-11. - Miscellaneous provisions.

(1) ***Ground signs.***

- (a) ~~Obstruction of access~~ Maintaining Site Distance and Avoiding Obstruction.

No ground sign shall be erected so as to obstruct free access to or egress from any building. A site distance triangle shall be maintained so that signage is not placed obstructing the vision of drivers of vehicles entering or exiting drives or driveways with respect to pedestrian traffic on sidewalks, walkways, and vehicular traffic in roads and streets.

(b) **Setback.**

1. **Location.** Except as otherwise provided in this section, no ground sign shall be located nearer to a street property line than the established building line. No ground sign shall be located within 15 feet of a side or rear yard property line.

2. **Exceptions.**

a. Pylon-type ground signs which contain an area of 32 square feet or less, in which only noncombustible materials or approved plastics are used, and which do not exceed a height of seven feet above the ground, may be located not less than two feet from a street property line. For the purpose of determining the allowable area of such signs, a double-faced sign shall be considered a single-faced sign. When a masonry or concrete foundation or planter which extends above the ground level is used as part of such pylon-type sign, the area of such foundation or planter shall not be considered a part of the area of the sign. However, the height of such foundation or planter shall be included in determining the maximum height of the sign.

b. Pole-type ground signs which are erected so that the bottom thereof is at least ten feet above the ground level, which are constructed of noncombustible materials or approved plastics, and which contain an area of 32 square feet or less, may project to street property lines.

(c) **Height and dimensions; number of signs.** Ground signs may be erected to a height of not more than 20 feet above the ground or to the peak of the roof of the property where the sign is installed, whichever is the least, when in compliance with the restrictions of subsection (2) of this section. No ground sign shall exceed 32 square feet of area or the maximum height and width limitation, whichever is the least. Only one ground sign or freestanding sign shall be permitted per street frontage, except at a shopping center with 200 feet or more of street frontage, in which case two ground or freestanding signs are permitted.

- (d) **Maintenance.** Every ground sign and the immediate surrounding premises shall be maintained by the owner of such sign in a clean, sanitary and inoffensive condition and free and clear of all obnoxious substances, rubbish and weeds.
- (e) **Variances.** The city council may grant variances in the height, area and setback requirements of this subsection in cases where there are unusual practical difficulties or unnecessary hardships because of topographical or other conditions, provided that such variations will not seriously affect any adjoining property, aesthetic quality or the general welfare, health or safety.

(2) ~~Marquee signs.~~

(3) **Temporary sign generally.**

- (a) **Duration of permit.** Permits for commercial temporary signs may be issued by the building department provided such temporary sign meets the requirements of this chapter. ~~Such permits for commercial temporary signs shall authorize the erection of such signs and their maintenance for a period not exceeding 30 days twice per year. Temporary signs in residential districts may not exceed 30 days twice per year, measured starting from the date that complaint has been received and confirmed by the building department.~~
- (c) **Size.** ~~Commercial temporary signs shall not exceed 32 square feet in area, temporary signs in residential districts may not exceed 6 square feet in area.~~
- (d) **Location.** No temporary sign shall be erected so as to prevent free ingress to or egress from any door, window, fire escape or ventilating equipment. No sign shall be attached to any standpipe or fire escape. No temporary sign shall extend over or into any street, alley or sidewalk a distance greater than four inches from the wall upon which it is erected. No such sign shall be placed or project over any wall opening.

~~(4) Wall signs.~~

- ~~(a) **Material.** Wall signs shall be constructed of noncombustible material, except that approved combustible materials or approved combustible plastics may be used as provided in this Code, and wood may be used for moldings and purely ornamental features.~~

- ~~(c)(a) **Projection beyond building line.** Wall signs shall not project beyond an~~

~~established building line or a street property line. Wall signs shall not project into alleys.~~

~~(d)(a) **Prohibited locations.** No wall sign shall be attached to a building in such manner so as to obstruct any door, window, fire escape or ventilating system.~~

~~(e)(a) **Extension over or beyond wall.** Wall signs shall not be erected to extend above the top of a wall or beyond the ends of the wall to which they are attached.~~

~~(f)(a) **Thickness.** No wall sign shall be more than eight inches thick.~~

~~(g)(a) **Attachment to parapet wall.** No wall signs shall be attached to any parapet wall.~~

~~(h)(a) **Painted wall signs.** No wall sign may be painted onto any building wall.~~

- (5) **Maximum time period for use of trailer signs.** No permits shall be issued for the installation or use of any trailer signs for a period of longer than 14 days in any calendar year.

Sec. 32-12. - Nonconforming signs.

- (1) Signs erected, constructed or installed prior to the effective date of the ordinance from which this chapter is derived and which do not conform to the regulations and restrictions contained in this chapter shall be deemed to be nonconforming signs.
- (2) Nonconforming signs shall not:
 - (a) Be changed to another nonconforming sign.
 - (b) Have any changes made in the words or symbols used or the message displayed unless the sign is specifically designed for periodic change of message.
 - ~~(e)~~(d) Be structurally altered so as to prolong the life of the sign or so as to change the shape, size, type or design of the sign.

~~(d)~~(e) Have the face changed unless such sign is of a type of construction to permit such a complete change of the face.

~~(e)~~(f) Be repaired or replaced after being damaged if the repair or replacement would cost more than 50 percent of the cost of an identical new sign except as provided in subsection (c) of this section.

- (3) Any sign or awning having been destroyed or rendered unusable by unintended damage may be replaced by an identical sign or awning, but must be approved by the building official.

Sec. 32-13. - Wall signs.

- (1) Where wall signs are placed so as to cover transom windows, the glass in such transoms must be removed and a steel frame in the form of steel studs covered on both sides with metal lath and cement plaster must be provided before the wall sign is erected. In filing applications for the erection of such signs over transoms, it will be necessary that complete detailed sketches be included showing compliance with all these requirements before a permit can be granted. All wall signs to be placed on mansard facades are to be constructed of individual characters, on a raceway or applied directly to the facade.
- (2) All applications for the erection of a wall sign shall show the location of the sign, details of the building to which the sign is to be attached, the size, color and appearance of the sign and all necessary details for fabrication and erection of such sign and any other requirements as detailed on the application.
- (3) Wall signs upon building fronts containing up to 40 feet of building frontage shall not exceed three feet in height or a maximum of 30 square feet in size.
- (4) Wall signs upon building fronts containing 41 feet to 60 feet of frontage shall not exceed three feet in height or a maximum of 42 square feet in size.
- (5) Wall signs upon building fronts containing 61 feet and over of frontage shall not exceed three feet in height or a maximum of 48 square feet in size.
- (6) Wall signs upon the sides of buildings shall not exceed three feet in height or 12 square feet in size.

(7) Wall signs upon the rear of buildings shall not exceed three feet in height or nine

square feet in size.

~~(4)~~ **Wall signs.**

~~(8a)~~ **Material.** Wall signs shall be constructed of noncombustible material, except that approved combustible materials or approved combustible plastics may be used as provided in this Code, and wood may be used for moldings and purely ornamental features.

~~(9)~~ **Projection beyond building line.** Wall signs shall not project beyond an established building line or a street property line. Wall signs shall not project into alleys.

~~_____~~ **Prohibited locations.** No wall sign shall be attached to a building in such manner so as to obstruct any door, window, fire escape or ventilating system.

~~(8)~~ **Extension over or beyond wall.** Wall signs shall not be erected to extend above the top of a wall or beyond the ends of the wall to which they are attached.

~~(9)~~ **Thickness.** No wall sign shall be more than eight inches thick.

~~(10)~~ **Attachment to parapet wall.** No wall signs shall be attached to any parapet wall.

~~(11)~~ **Painted wall signs.** No wall sign, including murals, ~~h~~ may be painted onto any building wall.

~~(7)(12)~~ _____

Sec. 32-14. - Projecting or overhanging signs.

Permits shall be required for all projecting or overhanging signs and such signs shall be subject to the following restrictions~~ss:-~~

- (1) No such sign attached to any building shall be erected so as to overhang public property, except in the case of flat signs attached to a building face, which may project eight inches from the building face.
- (2) The area of such signs shall not exceed a maximum of 32 square feet.
- (3) All such signs, including letters, shall be constructed entirely of metal, porcelain or other durable incombustible material. All projecting signs shall be supported by

strong steel brackets attached to walls of buildings with through bolts, expansion bolts or other equally secure method, and shall be braced and held firmly in place with soft iron or steel cables of adequate strength. No swinging signs shall be constructed larger than 16 square feet in area. Cables shall be attached to walls of buildings with expansion bolts or equivalent method. Projecting signs which are permitted to extend over parapet walls may be attached to brackets fastened to roofs by means of through bolts but shall not be attached to any part of a wall above the point of bearing of the roof joists or rafters.

- (4) The thickness of a sign, exclusive of structural attachments, shall not exceed eight inches, but a sign may be made in two portions joined at one point similar to a letter "V," provided the least angle of intersection does not exceed ten feet.
- (5) In cases where a street is widened, causing signs to project over the curb, such signs shall be made to conform to the provisions of this chapter.
- (6) No sign shall be erected so that any part of it, including cables, guys, etc., will be within four feet of any electric light pole, streetlamp, or other public utility pole or standard.
- (7) Nothing in this section prohibits blade signs conforming to section 32-35.

Sec. 32-15. - Cloth and banner signs.

- (1) A permit shall be required for all cloth and banner signs.
- (2) No such sign shall be suspended across or project into any public street or highway.
- (3) No such sign shall exceed ~~two feet in least dimension or~~ 32 square feet in area, and not more than one such sign shall be placed upon any building for each story in height. When two or more signs are erected on any building, they shall be separated vertically by the height of one story less the width of the sign, or horizontally by a distance of at least nine feet.
- (4) All such signs shall be strongly constructed and securely attached.
- (5) Such signs shall not obstruct any door, window or fire escape.
- (6) Such signs shall be removed as soon as torn or damaged, and, in any case, 30 days after erection. It shall be deemed a violation of the provisions of this chapter to fail to notify the division of safety inspection of the erection of such signs or to fail to remove them after 30 days.

Sec. 32-16. - Roof signs.

The installation of open roof signs and solid roof signs, as defined in this chapter, shall not be permitted. Any part of a building, such as a wall, pylon or projection, higher than the parapet of the building face or front elevation and serving to carry a sign shall be considered a roof sign and shall not be permitted. This restriction shall be applicable to a gable, hip or mansard type of roof and no sign shall be mounted on the face of such type of roof. All roof signs in existence within the city shall be considered as not conforming to this Code and the reconstruction or replacement of such signs shall not be permitted. For the purpose of this chapter, signs installed on those mansard facades, which are incorporated into the construction of the building front and not into the roof structure of the building, shall not be deemed roof signs, but wall signs. A mansard facade that extends more than four feet above the roof of the building shall not be deemed to be a mansard facade for the purposes of this section.

Sec. 32-17. - Combination of signs.

- (1) A building shall be limited to a maximum of two signs from the following classifications:
 - (a) Wall sign.
 - (b) Ground and pole sign.
 - (c) Pylon sign.
- (2) For a combination of smaller signs, see section 32-10(a). No sign or combination of signs shall contain more than ten message units on any one building except as provided in section 32-8 and section 32-10~~(1)(b)(a)(2)~~.

Sec. 32-18. - Alteration or relocation of signs.

In case any sign is altered in appearance or dimension in any manner or moved to any new location, such sign shall be subject to all restrictions applying to a new sign.

Sec. 32-19. - Blinking and animated signs prohibited.

The use of a blinking or animated sign is prohibited. The term "blinking," as used in this section, shall mean the apparent or actual oscillation, cycling or flashing of any sign or portion thereof, whether such apparent or actual oscillation, cycling or flashing is made, created or occasioned by mechanical, optical or electrical means. The term "animated," as used in this section, shall mean the actual or apparent movement of any portion of a sign and shall include replicas or statues of persons, animals and cartoon style characters, whether such replicas or

statues contain or appear to contain moving parts or not.

~~Sec. 32-20. Temporary real estate signs.~~

~~—The provisions of this chapter relative to construction and the obtaining of a permit shall not apply to so-called temporary real estate signs advertising the sale or lease of the property upon which such signs are situated, provided:~~

- ~~(1) Signs of a size not exceeding 24 inches by 30 inches may be placed between the sidewalk and the curb upon the streets, highways and public places in this city advertising the location and the availability for purchase of houses being offered for sale in the city, provided such signs are so placed so as not to create a traffic hazard or a nuisance or inconvenience to the neighborhood, and providing such signs shall not exceed two in number and shall be placed only during the period the premises advertised are open for inspection, but under no circumstances shall such signs be placed prior to 10:00 a.m. and signs shall be removed by 9:00 p.m. No signs shall be placed in accordance with this section without the express-written approval for such placement being obtained from the owner or tenant in charge of the private property immediately adjacent to the area wherein such sign is to be located.~~
- ~~(2) Any sign so used and placed shall have affixed thereto an identification tag with the name and address of the owner thereof clearly indicated thereon.~~
- ~~(3) Upon proper application in writing to the city administrator and upon a good and sufficient showing of necessity, the city administrator may authorize the placing of additional signs upon such terms and conditions as the city administrator shall deem advisable. (Invalid content regulation.)~~

Sec. 32-21. - Compliance with zoning regulations.

Notwithstanding anything in this chapter to the contrary, the provisions of [the this](#) zoning chapter shall be strictly complied with.

~~Sec. 32-22. Political signs.~~

~~—The provisions of this chapter relative to the construction, installation and obtaining of a permit shall not apply to temporary political signs advertising a political candidate, a forthcoming election or urging any vote on any topic; provided, however, that:~~

- ~~(1) Such signs shall not exceed a size of 36 inches by 36 inches and shall be so placed or installed so as not to obstruct the vision or view of any bicyclist or driver of any~~

~~motor vehicle upon the streets and alleyways of the city.~~

- ~~(2) Not more than one such sign shall be installed or placed upon any property advertising a particular candidate or proposition. However, this section shall not be construed as a prohibition against placing two or more signs upon such property when each sign urges a vote for a different candidate or proposition.~~
- ~~(3) The owner of the property where such signs have been installed or placed shall cause the signs to be removed within five days after the date of the election or vote upon the proposition to which the signs pertained. (Invalid content regulaton.)~~

~~Sec. 32-23. "Portable sign" defined.~~

~~For purposes of this chapter, the term "portable sign" means any sign or display board, searchlights, lighting panel or similar device mounted upon a trailer or upon its own frame and wheels and not being a ground sign or pole sign as defined in this chapter. Portable signs include any so-called "sandwich boards" or signs placed on easels.~~

~~Sec. 32-24. Approval of portable signs required~~Portable Signs.

- ~~(1) No portable sign shall be displayed upon any land within the city without prior approval for such display having been obtained from the Building Official, planning commission of the city.~~
- (2) Notwithstanding subsection (1) of this section, an application for a sandwich board or sign placed on an easel may be submitted to the building official for approval prior to its proposed installation. Approval by the building official may only be granted under all of the following conditions:
 - (a) The sign may only be placed on the property occupied by the applicant, and the location will not interfere with pedestrian traffic or visibility.
 - (b) The sign may only be displayed during the hours of business of the applicant.
 - (c) The sign must be constructed of either wood or metal or a combination of wood or metal, or other material approved by the building official.
 - (d) The size of the sign must not exceed 42 inches in width, 48 inches in height, and its overall height shall not be greater than 65 inches.
 - (e) The colors displayed on the sign must be in accordance with this chapter.

- (f) The sign must be structurally sound, stable and adequately maintained.
- (g) The message on the sign must be related to the business affected.
- (h) Only one sandwich board or easel sign per address.

In the event the building official approves the sandwich board or easel sign, no approval of the planning commission is necessary.

Sec. 32-25. - Standards for approval of portable signs.

The planning commission shall not signify its approval for the display of a portable sign unless the following requirements have been met:

- (1) Such proposed display shall be for definite consecutive dates not to exceed seven days.
- (2) The building official or the building official's designated representative shall certify to the division of safety inspection that the proposed location of the portable sign will not cause traffic congestion, impede traffic, block access to off-street parking spaces, conflict with traffic signalization or signage, or otherwise interfere with orderly traffic movement.
- (3) The proposed location of the portable sign shall not be on any public right-of-way.
- (4) The proposed portable sign shall not consist of or utilize flashing lights, beacons or searchlights, banners, balloons, flags, etc.
- (5) The proposed location for the placement of the portable sign shall not be closer than ten feet to any driveway, road, street, alley, sidewalk or other public property, and the sign shall not be placed upon any property other than where the business or product advertised is located or sold. Nonprofit organizations may

advertise fundraising events and similar occasions on other than their own property if written permission of the owner of the proposed location accompanies the application.

- (6) Each application for a permit for a portable sign shall include a description or sketch showing how such sign will be affixed to the ground or some stationary structure which will prevent the sign from rolling, tumbling, blowing or being pushed onto any driveway, street, alley or other public property.

- (7) Not more than one portable sign shall be permitted to be displayed on any premises for more than a seven-day period within a calendar year. For the purposes of this subsection, a shopping center shall be considered one premises.
- (8) No portable sign shall exceed 32 square feet in area.

Sec. 32-26. - Review of application for installation of portable sign.

Application for a portable sign installation shall be submitted to the division of safety inspection. The application shall be reviewed by the division, and if found to be complete and in compliance with the provisions of this chapter, such compliance shall be noted upon the application. The application shall then be referred to the director of public safety, or the director's designated representative, who shall review the application and shall note thereon that the application complies with the traffic safety requirements. Upon completion of such review, the application shall be referred to the planning commission for its consideration.

Sec. 32-27. - Variances for portable signs.

Should any party wish to display a portable sign that fails to meet the requirements of section 32-26, an appeal to the city council may be made in accordance with the provisions of section 32-32.

~~Sec. 32-28. - Temporary garage, yard, basement, estate and rummage sale signs.~~

- ~~(1) The provisions of this chapter relative to construction and obtaining of a permit shall not apply to temporary garage, yard, basement, estate and rummage sale signs advertising the sale of personal property in a residential zoning district of the city.~~
- ~~(2) Signs of a size not exceeding 24 inches by 30 inches may be placed only upon private property advertising a garage, yard, basement or rummage sale and only during the time that such sale is in progress. Such signs shall not be displayed between the hours of 7:00 p.m. and 7:00 a.m., local time.~~
- ~~(3) The installation or placement of temporary signs advertising a garage, yard, basement or rummage sale at locations within the city other than as authorized by subsection (2) of this section shall be a violation of this Code.~~
- ~~(4)(3) The owner, tenant or person in apparent control of the residential property where such sale is being conducted as advertised by signs posted in violation of the provisions of this section shall be deemed to be prima facie the person responsible for the installation or placement of any temporary sign advertising a garage, yard, basement or rummage sale held at such residential property within the city.~~

Sec. 32-29. - Design of Lettering and Sign Faces in the American Colonial Architectural Area.

~~Within the business area the American Colonial architectural area of the city generally situated (insert description), and whose boundaries may be obtained through a document furnished by the City Clerk, t~~The following rules, regulations and guidelines shall be applicable to all permanent signs installed or erected within the city:

- (1) **Lettering.** ~~A list of approved and prohibited lettering styles will be maintained by the building official as approved by the planning commission resolution.~~ Signs shall be comprised of not more than two styles of lettering. There shall be no more than three sizes of lettering per sign.
- (2) **Colors.** A maximum of three complimentary, muted colors or shades of colors may be used for a sign. A list of approved colors will be maintained by the building official as approved by the planning commission resolution.

Registered logo/trademark is exempt from lettering and color restrictions.

Sec. 32-30. - Flags and flagpoles.

Flagpoles shall not be erected between the sidewalk and curblineline of Mack Avenue nor within 20 feet of any property line if freestanding. Flags of any nature or design in excess of 120 square feet in size shall not be flown within the city. ~~Flags of other than the United States of America, the state, county and city or Tree City USA shall not be flown within the city other than in residential zoning districts, unless a permit shall first have been obtained from the division of safety inspection. Permits may be obtained to fly flags of any nature for a period not to exceed 30 days. Not more than one such permit shall be issued to any business establishment within a 12 month period. (Invalid content regulation. It is suggested that the number of flagpoles and/or flags be limited based on property size. This would result in limiting flagpoles for example to one flagpole in all residential areas while still allowing for more flagpoles on larger sites which are subject to our regulations such as private schools and other larger sites.)~~ No flagpole shall be erected closer to the joining street than 10 feet from the front building setback line, and in no event shall a flagpole or flag be permitted to extend into any public right-of-way. For each parcel or combination of parcels under common ownership, one flagpole shall be permitted if frontage abutting a street is 100 feet or less. If frontage is between 100 and 300 feet, two flagpoles shall be permitted, and for frontage exceeding 300 feet, up to three flagpoles are permitted. No more than two flags whose combined square footage, if 20 square feet or less, shall be permitted on each flagpole. Flagpoles shall be configured so that flags do not touch each other.

Sec. 32-31. - Awnings and canopies.

- (1) Awnings and canopies shall be made with cloth, canvas or vinyl, and may not be covered with metal or hard plastic materials.
- (2) Awnings and canopies shall be of city approved colors. Such colors shall be approved by resolution of the planning commission and samples shall be maintained by the building official and made available to all applicants seeking a permit to install an awning or canopy free of charge.

~~(3) Striped awnings or canopies shall not be permitted or installed.~~

- (4) No advertising message or logo shall be permitted on the face of any awning or canopy.
- (5) No awning or canopy shall be backlighted with artificial lighting.
- (6) Advertising material may be contained on the valance of an awning or canopy. Such message shall not exceed the message unit limitations for such property. Letters or numbers on the valance shall be limited in height to eight inches.
- (7) All applications for a permit to install a new awning or canopy or to install exact replacement awnings or canopies shall be authorized by the building official, provided that such proposed installation meets the provisions of this chapter.

Sec. 32-32. - Appeal of denial of permit.

If the building official denies a sign permit, or if a variance is requested, upon filing an application in writing, the appeal or variance request will first be reviewed by the planning commission with a determination made within 45 days, which will provide a recommendation to the city council. Any party who has been refused a sign permit after review by the building official or planning commission for a proposed installation or has been notified by the city to remove an existing sign may file a claim of appeal with the city clerk by completing a written application stating "appeal". Such claim of appeal shall be accompanied by an appeal fee as currently established or as hereafter adopted by resolution of the city council from time to time or a fee structure designated by the administration and approved by the city council by resolution, payable to the general fund of the city. The City Council must act upon ~~may grant~~ such appeal within 60 days, and may deny such appeal, grant such an appeal, or grant such appeal with reasonable conditions, upon a finding that such exception would be in the best interest of the City and not against the spirit and intent of this chapter. ~~and allow an exception to the provisions of this chapter upon a finding that such an exception would be in the best interests of the city and not against the spirit and intent of this chapter.~~ Neither the Planning Commission, nor the City Council may consider the content of any sign as a factor in any

determination made pursuant to this section. ~~If the building official denies a sign permit, or if a variance is requested, the appeal or variance request will first be reviewed by the planning commission, which will provide a recommendation to the city council.~~

Sec. 32-33. - Electronic changeable copy signs.

- (1) **Definition.** An "electronic changeable copy sign" is defined as a sign upon which the copy changes automatically on a lamp bank and which sign meets the definition of a ground sign as contained in this chapter. Scoreboards used to keep track of scores during athletic events are exempt from this definition.
- (2) **Standards.** The following rules and regulations shall be applicable to electronic changeable copy signs notwithstanding any other rules or regulations contained in this chapter:
 - (a) Such sign shall not produce blinking or animated messages.
 - (b) The changeable copy or message delivered by the sign shall not be changed more often than once in any eight-hour time period.
 - (c) Such sign shall be permitted to be installed only within a community facilities zoning district of the city, once application is made to the building official and subsequent review and approval by the planning commission.
 - (d) Such sign may be of a size of up to 32 square feet and a height of six feet above the ground.
 - (e) Such sign may be installed within ten feet inside of the property line; provided, however, that such location proposed for the installation receives prior approval from the division of safety inspection as to traffic hazards and pedestrian hazards.
 - (f) All messages shall not exceed four lines of characters.
 - ~~(f)~~(g) Such sign shall be limited to 50 footcandles power output.

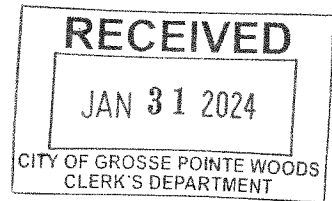
Sec. 32-34. – Multitenant buildings.

Generally, multitenant buildings will be exempted from the maximum number of sign restrictions providing a "master"/overall building plan is applied for and approved by the planning commission.

Sec. 32-35. - Blade signs.

- (1) **Purpose.** The purpose of a blade sign is to identify and promote the business use for pedestrians and serve as a graphic design enhancement to ~~any commercially zoned district~~ certain zoning districts. Blade signs are only permitted in the C, C-2, and R-O1 Districts. Blade signs are permitted subject to the following requirements.
- (2) **Procedure.**
 - (a) All blade signs shall be subject to review and approval by the building department and department of public services. Blade signs are not exempt from the permit requirements or other regulations of this chapter.
 - (b) Blade signs complying with this chapter shall not count against the number of signs permitted, area allowed, or message unit requirements.
 - (c) A permit for a blade sign is required before any part of the sign is affixed to a building.
- (3) **Requirements.** Blade signs shall adhere to the following requirements:
Only one blade sign is permitted per storefront or business.
 - (a) The total sign area for any blade sign shall not exceed four-and-one-half square feet per side.
 - (b) The lowest point of the sign shall be at least nine feet above a public way. The highest point of the sign shall not exceed the highest point of the building. Signs above private property shall be at least eight feet above grade. Signs shall not project from the building more than three feet. Brackets are included as part of the sign when determining these measurements.
 - (c) Internal or external illumination is prohibited.
 - (d) Any blade sign shall be at least ten feet from another blade sign, and five feet from the entrance of any other adjacent property.
 - (e) Blade signs shall be located as close as practical to the storefront entrance.
 - (f) Blade signs shall not obstruct vehicular traffic or city operations in any sidewalk, passageway, public way, alleyway or designated loading/unloading area.

- (g) No portion of a blade sign shall project above the top of an eave or parapet.
- (h) All blade signs shall be maintained in good condition.
- (i) Blade signs shall be designed as to be compatible with the architectural facade where they are placed. The design, including materials and color, shall comply with the requirements of this chapter.
- (j) The bracket of the blade sign shall be made of a durable material and attached directly to the building wall and meet building code requirements. Decorative frames and brackets are encouraged. Installation onto mansard roofs is prohibited.
- (k) Blade signs shall be no more than four inches thick. Brackets and decorative mounting features may exceed the thickness requirements as reasonably necessary to create an attractive graphic or design element.
- (l) Blade signs shall be limited to two sign faces.
- (m) Blade signs shall not obstruct the view of traffic control devices or interfere with the vision of pedestrian or vehicle traffic as determined by the city's traffic safety officer.
- (n) Symbols or logos used to identify the business are encouraged.



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 dates:

February 1, 2024

#2 GPW 2ND READ CH 32 SIGNS

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

Melanie Mahoney

Jaqueline K

Notary Public

City of **Grosse Pointe Woods**, Michigan

NOTICE IS HEREBY GIVEN that the City Council will be considering the following proposed Ordinance amendments for second readings at its meeting scheduled for February 5, 2024 at 7:00 p.m. in the Council Chambers/Court Room of the Robert E. Novitke Municipal Center. The proposed Ordinance amendments are available for public inspection at the Municipal Center, 20025 Mack Plaza Dr., between 8:30 a.m. and 5:00 p.m., Monday through Friday. The Council meeting is open to the public. All interested persons are invited to attend.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF GROSSE POINTE WOODS BY REPEALING IN ITS ENTIRETY CHAPTER 32, SIGNS, AND REPLACING IT WITH AN UPDATED AND REORGANIZED CHAPTER 32, SIGNS.

Paul Antolin
City Clerk