



**CITY OF GROSSE POINTE WOODS**  
**CITY COUNCIL MEETING AGENDA**  
**Monday, October 07, 2024 at 7:00 PM**

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*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: October 3, 2024

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. RECOGNITION OF COMMISSION MEMBERS**

**5. ACCEPTANCE OF AGENDA**

**6. CONSENT AGENDA**

**A. Appointments/Re-Appointments**

1. Planning Commission (Mayor)

a) Biographical Sketch - William Marx - Term to expire - 12/31/25

b) Biographical Sketch - Mollie Mackinnon - Term to expire - 12/31/26

2. Citizen/Council Re-Appointments to Commission and Boards

a) Memo 10/07/24 - Administrative Clerk Coyle

1) Local Officers' Compensation Commission (Mayor) - Mark Kent - Term to expire: 09/30/29

2) Downspout Board of Appeals (Mayor) - Kevin Hendrick - Term to expire: 09/30/27

**B. Approval of Minutes**

1. Council 09/16/24

2. Beautification Advisory Commission 08/14/24

3. Historical Commission 06/13/24

4. Planning Commission 07/23/24 with Recommendations

5. Tree Commission 06/05/24

**C. Bids/Proposals/Contracts**

1. Cook Schoolhouse Roof Replacement

a) Memo 09/23/24 - Director of Public Services Kowalski

b) Proposal 09/15/24 - Four Seasons Kanga Roof

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cc: Council - 7  
City Administrator  
City Attorney

Treasurer/Comptroller  
City Clerk  
Email Group/Media

Assistant City Administrator  
Post - 4

2. Lake Front Park Tennis Court Resurfacing
  - a) Memo 09/27/24 - Director of Parks and Recreation Gafa
  - b) Proposal 08/21/24 - Tennis Courts Unlimited
  - c) Invoice No. 2423 09/10/24 - Tennis Courts Unlimited
3. 2024 Sidewalk Cutting Program
  - a) Memo 09/30/24 - Director of Public Services Kowalski
  - b) Proposal 09/27/24 - Precision Concrete Cutting
4. 2024 Pavement Joint and Crack Sealing Program - AEW Project No. 0160-0476
  - a) Memo 10/02/24 - Director of Public Services Kowalski
  - b) Letter 10/01/24 - City Engineer Varicalli
  - c) Tabulation of Bids

**D. Proclamation**

1. National Breast Cancer Awareness Month (October)

**E. Resolution**

1. Resolution to Adopt the Intergovernmental Agreement with Wayne County regarding Mack Avenue/Vernier Road and Vernier Road/Sunningdale Drive Intersection Improvements
  - a) Proposed Resolution

**F. Claims and Accounts**

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers
  - a) Ghesquiere Park Walking Path - Invoice No. 152786 - Proj. No. 0160-0482 - 09/03/24 - \$8,165.00.
  - b) 2024-2025 General Engineering - Invoice No. 152787 - Proj. No. 0160-0484 - 09/03/24 - \$360.00.
  - c) Torrey Rd. Pump Station Cap. Improve. Plan - Invoice No. 152793 - Proj. No. 0160-0457 - 09/03/24 - \$3,928.50.
  - d) Water System CDSMI - Invoice No. 152794 - Proj. No. 0160-0461 - 09/03/24 - \$731.80.
  - e) Lake Front Park Splash Pad - Invoice No. 152796 - Proj. No. 0160-0465 - 09/03/24 - \$420.00.
  - f) Sewer System Evaluation - Invoice No. 152799 - Proj. No. 0160-0449 - 09/03/24 - \$3,806.60.
  - g) Hampton Rd. Water Main & Resurface (Mack/Marter) - Invoice No. 152800 - Proj. No. 0160-0456 - 09/03/24 - \$796.90.
  - h) Roslyn Rd. Water Main & Resurface (Mack/Marter) - Invoice No. 152801 - Proj. No. 0160-0464 - 09/03/24 - \$1,058.80.
  - i) 2023 Misc. Concrete Repair Program - Invoice No. 152802 - Proj. No. 0160-0466 - 09/03/24 - \$130.25.
  - j) 2024 Sewer Rehab by Full Length CIPP LIN - Invoice No. 152803 - Proj. No. 0160-0475 - 09/03/24 - \$2,862.30.
  - k) 2024 Miscellaneous Concrete Program - Invoice No. 152804 - Proj. No. 0160-0477 - 09/03/24 - \$628.55.
  - l) LFP Boat Launch Parking Lot - Invoice No. 152805 - Proj. No. 0160-0480 - 09/03/24 -

\$12,750.00.

m) 2024-2025 GIS Maintenance - Invoice No. 152806 - Proj. No. 0160-0485 - 09/03/24 - \$8,442.91.

n) Hampton Rd. Water Main & Resurfacing Project (Mack/Marter) - Proj. No 0160-0456 - Final Construction Pay Estimate - Pamar Enterprises, Inc. - 08/23/24 - \$1,000.00.

2. McKenna - Building/Planning Services

a) Invoice No. 21849-95 - Building Services - August 2024 - 09/21/24 - \$49,839.55.

b) Invoice No. 22-064-31 - Planning Services - August 2024 - 09/09/24 - \$1,001.25.

3. Plante Moran - Professional Services - Invoice No. 10315643 - June 30, 2024 Financial Statement Audit - 09/28/24 - \$45,000.00.

4. WCA Assessing - Assessing Services - Invoice No. 091724 - October 2024 - 09/17/24 - \$7,534.41.

5. York, Dolan & Tomlinson, P.C. - Legal Services - Invoice No. 227 - September 2024 - 10/02/24 - \$3,704.50.

**7. COMMUNICATIONS**

A. Quota Liquor License Issues

1) Revised Site Plan - 20195 Mack Ave. (Lola's Tacos)

2) Revised Floor Plan - 20195 Mack Ave. (Lola's Tacos)

3) Letter 09/30/24 - City Attorney Walling

4) MCL 436.1531 excerpt

5) Liquor Licenses for Redevelopment - Fact Sheet (Michigan Municipal League)

6) Local Government Approval Form LCC-106

7) New On-Premises Redevelopment or Development district License Questionnaire Form LCC-109b

8) City Ordinance Section 4-24 (Application and review procedures) & Section 4-30 (Additional Restrictions on Licenses)

B. Appointment of Members to the Grosse Pointe Woods 75th Anniversary Committee

**8. NEW BUSINESS/PUBLIC COMMENT**

**9. ADJOURNMENT**

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

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

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

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

OFFICE OF THE CITY ADMINISTRATOR

**Subject: Recommendations for the Regular Council Meeting of October 7, 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-6F) listed under the consent agenda as presented.

**A. Appointments/Re-Appointments**

1. Planning Commission (Mayor)
  - a) Biographical Sketch - William Marx - Term to expire - 12/31/25
  - b) Biographical Sketch - Mollie Mackinnon - Term to expire - 12/31/26
2. Citizen/Council Re-Appointments to Commission and Boards
  - a) Memo 10/07/24 - Administrative Clerk Coyle
    - 1) Local Officers' Compensation Commission (Mayor) – Mark Kent – Term to expire: 09/30/29
    - 2) Downspout Board of Appeals (Mayor) – Kevin Hendrick – Term to expire: 09/30/27

**B. Approval of Minutes**

1. Council 09/16/24

2. Beautification Advisory Commission 08/14/24
3. Historical Commission 06/13/24
4. Planning Commission 07/23/24 with recommendations\*
  - \*Recommendation to amend the zoning ordinance to add a new section to Article 5: Site Standards to regulate exterior lighting (C) including the shaded section of sub-section M.
  - \*Recommendation to amend the city ordinance Section 26-5 Residential Plot Plan and Site Plan submittals and Section 26-34 Site Grading (C), with the addition of recommendations made during discussion.
5. Tree Commission 06/05/24

**C. Bids/Proposals/Contracts**

1. Cook Schoolhouse Roof Replacement
  - a) Memo 09/23/24 - Director of Public Services Kowalski
  - b) Proposal 09/15/24 - Four Seasons Kanga Roof
2. Lake Front Park Tennis Court Resurfacing
  - a) Memo 09/27/24 - Director of Parks and Recreation Gafa
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**D. Proclamation**

1. National Breast Cancer Awareness Month (October)

**E. Resolution**

1. Resolution to Adopt the Intergovernmental Agreement with Wayne County regarding Mack Avenue/Vernier Road and Vernier Road/Sunningdale Drive Intersection Improvements
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**F. Claims and Accounts**

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  5. York, Dolan & Tomlinson, P.C. - Legal Services - Invoice No. 227 - September 2024 - 10/02/24 - \$3,704.50.

\*Prerogative of the Mayor to read aloud the proclamation regarding National Breast Cancer Awareness Month.

Item 7      COMMUNICATIONS

Item 7A     QUOTA LIQUOR LICENSE ISSUES  
Prerogative of the City Council as to action taken.

Item 7B     APPOINTMENT OF MEMBERS TO THE GROSSE POINTE WOODS 75<sup>TH</sup> ANNIVERSARY COMMITTEE  
Prerogative of the Mayor/City Council to consider appointments to the Grosse Pointe Woods 75<sup>th</sup> Anniversary Committee.

\*Prerogative of the City Council to immediately certify the previous motion appointing members to the Grosse Pointe Woods 75<sup>th</sup> Anniversary Committee.

Item 8

NEW BUSINESS/PUBLIC COMMENT

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

Item 9

ADJOURNMENT

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

Respectfully submitted,



Frank Schulte  
City Administrator





**CITY OF GROSSE POINTE WOODS**  
 20025 Mack Plaza  
 Grosse Pointe Woods, MI 48236

**BIOGRAPHICAL SKETCH**

I am interested in making application to serve as a member on the following Board/Commission:

<input checked="" type="checkbox"/> Beautification Commission	<input checked="" type="checkbox"/> Building Authority
<input checked="" type="checkbox"/> Board of Review	<input type="checkbox"/> Community Tree Commission
<input type="checkbox"/> Citizens' Recreation Commission	<input type="checkbox"/> Downspout Board of Appeals
<input checked="" type="checkbox"/> Construction Board of Appeals	<input checked="" type="checkbox"/> Historical Commission
<input type="checkbox"/> Community Events Committee	<input checked="" type="checkbox"/> Mack Avenue Business Study Committee
<input type="checkbox"/> Local Officers' Compensation Commission	<input checked="" type="checkbox"/> Planning Commission
<input type="checkbox"/> Pension Board	<input type="checkbox"/> Other:
<input type="checkbox"/> Senior Citizens' Commission	

NAME: William Michael Marx

ADDRESS: 853 Crescent Lane, Grosse Pointe Woods, MI 48236

TELEPHONE: Home: 3134082098 Cell: 3134082098

E-Mail: w.marx32@outlook.com

OCCUPATION: Title Insurance Agency Manager

# OF YEARS RESIDENT OF GROSSE POINTE WOODS (Minimum 2 yrs. required): 17

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:


Property Rights, Title Insurance, General Business Acumen

EDUCATION: University Liggett/Kalamazoo College (undergrad), Walsh College (MBA)

PROFESSIONAL / SERVICE CLUB AFFILIATIONS: N/A

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD: I have been a GPW resident most of my life. I have a vested interest and desire to see the community thrive now and in the future.

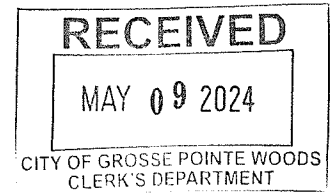
  
 Signature of sponsor  
JOHN A. VITALE  
 Return to Clerk's Office: [cityclerk@gpwmi.us](mailto:cityclerk@gpwmi.us)

  
 Signature of applicant  
 Date: 06/21/2024

NOTE: Biographical sketches will be retained on file for one year. Please resubmit a new form after that time.



**CITY OF GROSSE POINTE WOODS**  
 20025 Mack Plaza  
 Grosse Pointe Woods, MI 48236



## BIOGRAPHICAL SKETCH

✓ I am interested in making application to serve as a member on the following Board/Commission:

<input type="checkbox"/>	Beautification Commission	<input type="checkbox"/>	Building Authority
<input type="checkbox"/>	Board of Review	<input type="checkbox"/>	Community Tree Commission
<input type="checkbox"/>	Citizens' Recreation Commission	<input type="checkbox"/>	Downspout Board of Appeals
<input type="checkbox"/>	Construction Board of Appeals	<input type="checkbox"/>	Historical Commission
<input type="checkbox"/>	Community Events Committee	<input type="checkbox"/>	Mack Avenue Business Study Committee
<input type="checkbox"/>	Local Officers' Compensation Commission	<input checked="" type="checkbox"/>	Planning Commission
<input type="checkbox"/>	Pension Board	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Senior Citizens' Commission		

NAME: Mollie Mackinnon

ADDRESS: 1120 Vernier, Grosse Pointe Woods, MI 48236

TELEPHONE: Home: \_\_\_\_\_ Cell: 248-404-8152

E-Mail: ay6443@wayne.edu

OCCUPATION: Plan Review Coordinator- contractor for DC Department of Buildings (remote)

# OF YEARS RESIDENT OF GROSSE POINTE WOODS (Minimum 2 yrs. required): 5

**PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:**

famillar with GPW site plan review process, 8 years of public meeting coordination, taking minutes and working in Community Development/Building Departments

EDUCATION: ICC Certified Permit Technician, Zoning Inspector and Property Maintenance and Housing Inspector, BA in Urban Studies- Wayne State University

PROFESSIONAL / SERVICE CLUB AFFILIATIONS: \_\_\_\_\_

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD: I am well versed in the permitting process and am committed to this community. I am reliable and continuously learning.

Signature of sponsor \_\_\_\_\_

Mollie Mackinnon  
 Signature of applicant

Date: 5/9/2024

Return to Clerk's Office: cityclerk@gpwmi.us

NOTE: Biographical sketches will be retained on file for one year. Please resubmit a new form after that time.

# MEMO

**TO:** Paul Antolin  
**FROM:** Elise Coyle  
**RE:** Citizen/Council Re-Appointments to Commission and Boards  
**DATE:** 10/7/24

<b>Commission – Citizen Re-Appointment</b>					
<b>Appointed by</b>		<b>Commission</b>	<b>Name</b>	<b>Address</b>	<b>Term Expiration</b>
<b>Mayor</b>	City Code 2-406, 5-yr staggered term, 5 members	<b>Local Officers' Compensation Commission</b>	Mark Kent	1619 Lochmoor, GPW	09/30/29

## Boards – Citizen Re-Appointments

Appointed by	Authority	Board	Name	Address	Term Expiration
Mayor	City Code Sec. 44-230c; 3 yr. staggered term; (DPW, City Engineer, Resident)	Downspout Board of Appeals	Kevin Hendrick	1035 Roslyn, GPW	09/30/27

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE  
POINTE WOODS HELD ON MONDAY, SEPTEMBER 16, 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 7:04 p.m. by Mayor Bryant.

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

Also Present: Assistant City Administrator Como  
City Attorney Walling  
City Treasurer/Comptroller Schmidt  
City Assessor Dunlap  
City Clerk Antolin  
City Planner Wolf

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

The following Commission members were in attendance:

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

**Motion** by 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  
No: None  
Absent: None

**Motion** by Granger, seconded by Koester, that all items (6A-6D) except item 6A2 on the **Consent Agenda be approved as presented.**

**A. Approval of Minutes**

1. Council 09/09/24
2. Citizens' Recreation Commission 07/09/24 with recommendation\*  
*\*Recommendation requesting \$750.00 for a Movie Night Event from Account No. 213-000-674.300 for additional expenses.*  
**\*This item (6A2) has been removed from the Consent Agenda and placed on the regular agenda.**
3. Senior Citizens' Commission 05/17/24, 07/16/24 Minutes Excerpt with Recommendation\*  
*\*Recommendation requesting funds in the amount of \$1,800.00 to cover expenses of the September 18, 2024, Senior Picnic.*

**B. Monthly Financial Report**

1. August 2024

**C. Resolutions**

1. Resolution Authorizing the Grosse Pointe Woods Foundation to Conduct Charitable Fundraising at City Events
  - a) Proposed Resolution
2. Resolution Establishing the Grosse Pointe Woods 75th Anniversary Committee
  - a) Proposed Resolution

**D. Claims and Accounts**

1. Hallahan & Associates, P.C. - Professional Services - Invoice No. 21902 - August 2024 - 09/04/24 - \$651.57
2. Rosati, Schultz, Joppich & Amtsbuechler, P.C. - Legal Services - Invoice No. 1082074 - August 2024 - 09/10/24 - \$3,374.82.

Motion carried by the following vote:

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

No: None

Absent: None

Item 6A2 (Citizens' Recreation Commission 07/09/24 with recommendation\*) was removed from the Consent Agenda. The recommendation is no longer valid as the Movie Night event has been canceled.

**Motion** by Brown, Seconded by Gafa, that the City Council approve the July 9, 2024 minutes of the Citizens' Recreation Commission minus the recommendation requesting \$750.00 for a Movie Night Event from Account No. 213-000-674.300 for additional expenses.

Motion carried by the following vote:

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

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

**Motion** by Granger, seconded by Koester, to **adjourn tonight's meeting** at 7:08 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

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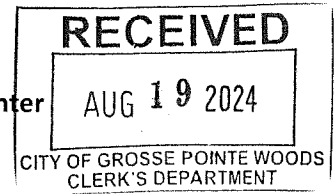
Paul P. Antolin  
City Clerk

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Arthur W. Bryant  
Mayor

Commission Approved Sept. 11, 2024

Beautification Advisory Commission  
Conference Room – Grosse Pointe Woods Community Center  
20025 Mack Ave. Dr., Grosse Pointe Woods  
Meeting – August 14, 2024, 7:00 p.m.



**Present:** Arslanian, Casinelli, Champagne, Elich, Feltman, Hage, R. Koester, Korbus, McCarthy, Puppos, Wettstein

**Excused:** Josefiak, G. McCullough, S. McCullough

**Guest:** Jeannette Rogers

**Also Present:** M. Koester

**Call to Order:** The meeting was called to order by Chair, R. Koester at 7:01 p.m.

**Minutes:** The July 10, 2024, minutes were distributed and reviewed.

Motion by McCarthy, seconded by Feltman to approve the July 10, 2024, minutes as presented.

Motion carried by the following vote:

**Yes:** Arslanian, Casinelli, Champagne, Elich, Feltman, Hage, R. Koester, Korbus, McCarthy  
Puppos, Wettstein

**No:** none

**Excused:** Josefiak, G. McCullough, S. McCullough

**Treasurer's Report:** Feltman shared the treasurer's report.

Motion by McCarthy, seconded by Casinelli to approve the treasurer's report as presented.

Motion carried by the following vote:

**Yes:** Arslanian, Casinelli, Champagne, Elich, Feltman, Hage, R. Koester, Korbus, McCarthy  
Puppos, Wettstein

**No:** none

**Excused:** Josefiak, G. McCullough, S. McCullough

**Chairperson's Report:** R. Koester shared Chairpersons report. Shared Beautification Council of Southeastern Michigan fall quarterly meeting notice with committee.

**Awards Program:** Wettstein, Casinelli and Elich updated the committee on awards program.

**Flower Sale:** Korbus was added to cochair. Arslanian was removed as co-chair. No report.

**Adopt -A-Garden:** Champagne ordered signs and updated committee on Adopt-A-Garden.

**Council report:** M. Koester shared council report.

**Tile Program:** City is vetting 75th tile.

**Old Business:** No report.

**New Business:** R. Koester shared biographical sketch received from Jeannette Rogers.

Motion by McCarthy, seconded by Casinelli, to recommend the Mayoral appointment of Jeannette Rogers to the Beautification Advisory Commission.



Motion carried by the following vote:

**Yes:** Arslanian, Casinelli, Champagne, Elich, Feltman, Hage, R. Koester, Korbus, McCarthy, Pappos, Wettstein

**No:** none

**Excused:** Josefiak, G. McCullough, S. McCullough

Motion by Hage, seconded by Feltman, to recommend to the Mayor the immediate certification of the previous motion of the Mayoral appointment of Jeannette Rogers to the Beautification Advisory Commission.

Motion carried by the following vote:

**Yes:** Arslanian, Casinelli, Champagne, Elich, Feltman, Hage, R. Koester, Korbus, McCarthy Pappos, Wettstein

**No:** none

**Excused:** Josefiak, G. McCullough, S. McCullough

Motion by Casinelli, seconded by Korbus to adjourn the Beautification Advisory Commission meeting at 8:18 pm.

Motion carried by the following vote:

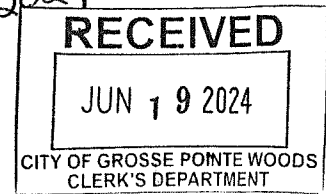
**Yes:** Arslanian, Casinelli, Champagne, Elich, Feltman, Hage, R. Koester, Korbus, McCarthy Pappos, Wettstein

**No:** none

**Excused:** Josefiak, G. McCullough, S. McCullough

Respectfully submitted,  
Gloria Arslanian

Commission Approved Sept 12, 2024



City of Grosse Pointe Woods  
Historical Commission Minutes  
June 13, 2024

**I. Call to Order**

The regular meeting of the Grosse Pointe Woods Historical Commission was called to order at 7:34 p.m. by Chair Sean Murphy.

**II. Roll Call**

*Present:* David Bryk, Colleen D'Agostino, Shirley Hartert, Suzanne Kent, Stephanie Listman, Lynne Millies, Jim Motschall, Sean Murphy, Becky Veitengruber, Giles Wilborn

*Also Present:* City Council Representative: Kenn Gafa

**III. Approval of Agenda**

*Motion by Hartert, seconded by Millies, to approve the agenda for June 13, 2024. Ayes: all.  
Motion carried.*

**IV. Approval of Minutes**

*Motion by Motschall, seconded by Hartert, to approve the minutes for May 9, 2024. Ayes: all.  
Motion carried.*

**V. Items**

**A. Treasurer's Report**

Motschall reported that the Historical Commission balance is \$1,054.00. The Cook Schoolhouse balance is \$29,686.10.

**VI. Old Business**

**A. Cook School**

1. Commission discussed immediate need for roof replacement on Cook Schoolhouse.
2. Open House: May 11<sup>th</sup> was canceled due to building problem.
3. Next Open House: October 5<sup>th</sup> (to coincide with Fall Fest), with Listman, Motschall, and Wilborn hosting.

**B. Memorial Day 2024**

Commission reflected and discussed 2024 event. Weather was questionable leading up to the event, commission was pleased to host outside at Circle of Honor.

**C. Chronology Update: tabled.**

**VII. New Business**

**A.** Murphy reminded commission of responsibility to volunteer to host open house.

**B.** Veitengruber shared edited draft of Annual Report from calendar year 2023.

**VIII. Call to Audience**

Public and commission comments: City Council Representative Gafa shared pertinent city information with the commission.

**IX. Adjournment:** The meeting adjourned at 9:09 p.m.

Respectfully submitted,  
Becky Veitengruber, Secretary

**The next meeting of the Grosse Pointe Woods Historical Commission will take place at the Cook Schoolhouse, 20025 Mack Ave., Grosse Pointe Woods, MI on September 12, 2024 at 7:30 p.m.**

MINUTES OF THE REGULAR **PLANNING COMMISSION** MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON **JULY 23, 2024**, 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 7:06 p.m. by Chair McNelis.

Roll Call: Chair McNelis  
Commission Members: Fuller, Gilezan, Hamborsky, O'Keefe  
Absent: Bailey (resigned), Fenton, Vitale

Also Present: City Planner, Brigitte Wolf  
City Clerk/Recording Secretary, Paul Antolin  
Council Representative Kenneth Gafa

**MOTION** by Gilezan, seconded by O'Keefe, to excuse Commission Members Fenton and Vitale from attendance at tonight's meeting.

Motion carried by the following vote:

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

Chair McNelis accepted the resignation of George Bailey from the Planning Commission with regret, and expressed thanks and appreciation for all his input on the commission and that he will be missed.

**MOTION** by Hamborsky, seconded by Fuller, to accept the resignation of Commission Member Bailey, effective immediately.

Motion carried by the following vote:

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

Chair McNelis recognized Council Representative Gafa.

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

**MOTION** by O’Keefe, seconded by Gilezan, to accept tonight’s agenda as presented.

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, McNelis, O’Keefe  
NO: None  
ABSENT: Fenton, Vitale

**MOTION** by Fuller, seconded by Gilezan, that the June 25, 2024, Planning Commission meeting minutes be approved as presented.

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, McNelis, O’Keefe  
NO: None  
ABSENT: Fenton, Vitale

The first item on the agenda, under **Public Hearings**, is to **Host a public hearing to add regulations on Exterior Lighting to the Zoning Ordinance.**

**MOTION** by Gilezan, seconded by Fuller, to open the Public Hearing.

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, McNelis, O’Keefe  
NO: None  
ABSENT: Fenton, Vitale

The Public Hearing was opened at 7:10 p.m. by Chair McNelis.

Planner Wolf provided an overview of the recommended regulations on Exterior Lighting to the Zoning Ordinance. It is proposed to add a new sub-section to create measurable indicators that will both improve visibility and minimize nighttime lighting disturbances. One additional provision is proposed to be added to the original language previously discussed, called “lighting nuisance violations”, which will help with enforcement. Non-conformities will be addressed over time as existing fixtures change or need repair.

No one wished to speak in support.

No one wished to speak in opposition.

**MOTION** by O'Keefe, seconded by Fuller, to close the Public Hearing.

Motion carried by the following vote:

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

The Public Hearing was closed at 7:14 p.m. by Chair McNelis.

The second item on the agenda, under **Public Hearings**, is to **Host a public hearing to amend Chapter 26 in the City Code of Ordinance on site grading.**

**MOTION** by Gilezan, seconded by O'Keefe, to open the Public Hearing.

Motion carried by the following vote:

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

The Public Hearing was opened at 7:15 p.m. by Chair McNelis.

Planner Wolf provided an overview of the recommended amendments to Chapter 26 in the City Code of Ordinance on site grading which sets standards on development regardless of which zoning district it is. This revision was brought forward by AEW, the city's engineering firm, and McKenna Building Services due to reviewing of a number of new residential projects, both new construction and additions. The purpose is to provide standards on these projects to ensure there is no negative impact on adjoining properties.

No one wished to speak in support.

No one wished to speak in opposition.

**MOTION** by Gilezan, seconded by Fuller, to close the Public Hearing.

Motion carried by the following vote:

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

The Public Hearing was closed at 7:19 p.m. by Chair McNelis.



The next item on the agenda, under New Business, is to **Consider recommending an amendment to the Zoning Ordinance to add a new section to Article 5: Site Standards to regulate exterior lighting. (C)**

**MOTION** by O’Keefe, seconded by Gilezan, that the Planning Commission support the recommended amendment to the Zoning Ordinance to add a new section to Article 5: Site Standards to regulate exterior lighting. (C)

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, McNelis, O’Keefe  
NO: None  
ABSENT: Fenton, Vitale

**MOTION** by Fuller, seconded by O’Keefe, to amend the previous motion to include the shaded section of sub-section M.

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, McNelis, O’Keefe  
NO: None  
ABSENT: Fenton, Vitale

**MOTION** by Gilezan, seconded by Fuller, to immediately certify this recommendation.

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, McNelis, O’Keefe  
NO: None  
ABSENT: Fenton, Vitale

The next item on the agenda, under New Business, is to **Consider recommending an amendment to the City Code of Ordinance to amend Section 26- 5 Residential plot plan and site plan submittals AND 26-34 Site Grading. (C)**

Discussion ensued to clarify when site plans and site grading plans are required and that there are safeguards in place to ensure that plans are appropriately reviewed prior to projects that require permits, as well as at the completion of projects, so changes during the project do not violate the ordinances.

Planner Wolf will clarify with City Attorney Walling the specific language to include in the proposed amendment.

**MOTION** by Gilezan, seconded by Fuller, that the Planning Commission support the recommended amendment to the City Code of Ordinance to amend Section 26- 5 Residential plot plan and site plan submittals AND 26-34 Site Grading (C), with the addition of recommendations made during the discussion of this topic.



Motion carried by the following vote:

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

NO: None

ABSENT: Fenton, Vitale

**MOTION** by Gilezan, seconded by O'Keefe, to immediately certify this recommendation.

Motion carried by the following vote:

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

NO: None

ABSENT: Fenton, Vitale

There were no items under **Old Business**.

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

Planner Wolf provided an overview of the Building Official's July report.

The next item on the agenda was the **Council Report/s for July**. Commissioner McNelis reported on the July 1 and, and Commissioner Gilezan reported on the July 15 City Council and Committee-of-the-Whole meetings.

Commissioner Hamborsky will cover the August City Council meetings.

Under **Public Comment**, Commission Hamborsky asked about the Master Plan status. Planner Wolf confirmed it was going to Council and that it would be entering the 63-day public review period in August, with the final draft expected to be presented to Council in October.

**MOTION** by Gilezan, seconded by O'Keefe, to adjourn at 8:25 p.m.

Motion carried by the following vote:

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

NO: None

ABSENT: Fenton, Vitale

Respectfully Submitted,  
Paul Antolin  
City Clerk



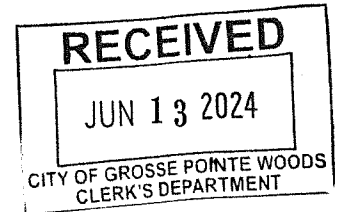
# Commission Approved September 4, 2024

## **Minutes of the Grosse Pointe Woods Tree Commission Meeting June 5, 2024.**

The meeting was called to order by Chairman P. Lechner at 7:31 p.m.

The following members were present:

Dave Andrews  
Kate Colborn  
Maria Galbo  
Laura Gaskin  
Gary Lechner  
Paul Lechner  
Mary Ellen Meyering  
Randy Rennpage  
Steve Skorupski



The following members were excused:

Tim Butler  
Tim Madigan

The following members were absent:

The following were also in attendance:

Christina Pitts, Basil Zavinski, Lawrence Sobson, Michael Koester, Council Representative

Motion by Gaskin, seconded by Andrews to approve the agenda for the meeting June 5, 2024 passed by the following vote:

Yes: 9 No: 0 Absent: 2

Motion by Rennpage, seconded by Galbo to approve the minutes for the meeting May 1, 2024, passed by the following vote:

Yes: 9 No: 0 Absent: 2

### **Treasurer's Report:**

Randy Rennpage reported that there was no change in the balance since our last meeting. The Commission budget has been set for \$4000 for the next fiscal year. Budget needs for the remainder of the 2023-2024 fiscal year will be addressed in the New Business agenda.

### **Old Business:**

The Memorial Tree Ceremony was held May 1, 2024 at 7:30 in the Community Room. There were about 75 attendees and the program was well received. The Mayor and three City Council members were in attendance. A reporter was present, but no photographer. There was no one responsible for proofreading the program and certificates. The responsibility to produce the letters to the memorial families as well as the letters inviting the Poster Contest winners to the City Council meeting is with the City. Someone from the Commission needs to be accessed to proofread these items before the final printing going forward.

G. Lechner suggested that we create project plans for the Memorial Tree Dedication and the Arbor Day activities to assure that all activities are conducted in a timely manner.

The Arbor Day activities went well. Lawrence Sobson will provide a list of additional nurseries from which we could purchase trees going forward. The poster contest went well and all winners were able to attend the June 3<sup>rd</sup> Council meeting to be formally recognized.

**New Business:**

Commissioner Butler has resigned due to other commitments and spending more time away from the City. We thank him for his years of service and wish him well in his future endeavors.

Christina Pitts has applied to join the Commission. She attended the meeting and answered our questions. Andrews moved that we recommend Christina to the Mayor for appointment to our open seat. Galbo seconded the motion and it was approved by the following vote:

Yes: 9 No: 0 Absent: 2

Motion by Gaskin, seconded by Rennpage to immediately certify the above recommendation passed by the following vote:

Yes: 9 No: 0 Absent: 2

Following some discussion several more motions were made:

Motion by Rennpage, seconded by Andrews to request funds in the amount of \$600 to cover the cost of Tree Commission related activities for the rest of the fiscal year 2024 expenses to be allocated from account #213-803-880-330 from the previous year's reserve funds passed by the following vote:

Yes: 9 No: 0 Absent: 2

Motion by Andrews, seconded by Gaskin to move the City Council recognition of Poster Contest winners to the first Monday in May passed by the following vote:

Yes: 9 No: 0 Absent: 2

Motion by Gaskin, seconded by Andrews to cancel the scheduled Commission meetings in July and August, 2024 passed by the following vote:

Yes: 9 No: 0 Absent: 2

Council Representative Michael Koester provided an update of current city business.

Motion to adjourn at 8:30 p.m. moved by Gaskin, and seconded by Rennpage, was unanimous.

Submitted by: Mary Ellen Meyering Office Held: Secretary Cell: 313 505 2352

MEMO 24-31

TO: Frank Schulte, City Administrator  
FROM: James Kowalski, Director of Public Services *J.K.*  
DATE: September 23, 2024  
SUBJECT: Cook Schoolhouse Roof Replacement

The Cook Schoolhouse's roof is 18 years old and is weathered and rotted. There have been multiple instances where squirrels have been able to eat through the cedar shake roof and nest in the attic causing damage. It was recommended to replace the current cedar shake roof with asphalt shingles.

The city requested and received the following quotes to replace 1,643 square feet of the Cook Schoolhouse's roof.

Four Seasons Kanga Roof	\$19,750.00
J&J Roofing	\$25,400.00
Premier Builder, Inc.	\$29,500.00
Schena Roofing & Sheet Metal	\$69,263.00

Four Seasons Kanga Roof is the lowest bidder and includes a Certainteed Sure Start Lifetime warranty from the manufacturer. They have also done work for the City previously and their work has been satisfactory.

Therefore, I am requesting Council to authorize the replacement of the Cook Schoolhouse's roof from Four Seasons Kanga Roof, 29153 Groesbeck Hwy., Roseville, MI 48066 in the amount of \$19,750.00. I further recommend a contingency in an amount not to exceed \$2,000.00 for any unforeseen problems should they arise. The total project will not exceed \$21,750.00.

Funds are available in the 2024/2025 fiscal year budget in the Cook Schoolhouse account no. 213-803-880.210.

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

*9-26-24*  
\_\_\_\_\_  
Date

**RECEIVED**

SEP 26 2024

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Fund Certification:

Account numbers and amounts have been verified as presented.

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

*9/26/24*  
\_\_\_\_\_  
Date



586-566-0308  
www.Kanga-Roof.com  
HopTolt@Kanga-Roof.com  
29153 Groesbeck Hwy  
Roseville MI 48066

## *Proposal*

Date: September 15, 2024  
Company: City Of Grosse Pointe Woods  
Client: Jim Kowalski  
Project: School House Building

Account Manager: Andy Mahaffey  
Phone: 619-405-6580  
Email: Andy.Mahaffey@kanga-roof.com

Four Seasons Kanga Roof, ("Kanga Roof"), will furnish and install all labor and materials to complete this project as indicated below. This project will conform to local and state building codes. This project will conform to manufacturer's recommendations as well as best practices and industry standards.

The proposed system follows specifications designed and recommended by the manufacturer of the roofing system. It is also based on our recommendations as an installer of the proposed system, as well as the system and products requested by the building owner. Kanga Roof is not an engineering firm or designer.

**Insurance** - Kanga Roof maintains General Liability and Workers Compensation insurance on all projects along with a Two Million Dollar Umbrella Policy.

**Safety** - All work shall be performed in compliance with current OSHA standards.

**Protection** - Each day measures will be taken to reasonably protect the building exterior, landscaping and surrounding property. Kanga Roof shall maintain a clean job site and will thoroughly clean job site of all job-related debris upon substantial completion.

**Low Price Guarantee** - It is always our intention to offer you the very best value in the roofing industry. In the event that you find a lower price, Kanga Roof agrees to meet or beat any competitors pricing so long as it is a true 'Apples-to-Apples' comparison.

**Mastercraftsman Guarantee** - Unless otherwise specified, all work is covered by a 5-year Mastercraftsman workmanship GUARANTEE. If any leaks should develop as a result of our workmanship, all leaks will be repaired free of charge.

**Dedicated Project Management** - Each commercial project is assigned a project manager to oversee the installation of approved work and ensure our team finishes strong.

**Replacement Shingle Roofing System**

- Create a safety plan for the jobsite.
- Dedicated Account Manager.
- Dedicated Project Manager specifically for your project to ensure proper communication for a successful project.
- Pre-job meeting with your Project Manager before the start of production.
- Kanga-Roof Certified Inspection Process: Time stamped and geo-fenced photos of YOUR job directly from our Project Administrator. This will include before and after photos from the work days to certify the installation process.
- Any required permits for this project will be obtained by Kanga Roof. The cost of the permit plus a \$250.00 administration fee will be added to the final contract price.
- Remove existing roofing, underlayment, flashing and trim.
- Utilize Equipter self propelled dump trailer wherever possible. (included in pricing below).
- Inspect decking replacing any deteriorated decking at \$75 per 4x8 sheet of OSB.
- Follow all manufacturer installation guidelines and building code for installation of the roofing system.
  - Follow Rhino Roofing installation process. (included in pricing below)
- Install ice and water shield on all eaves and valleys up to code minimums.
  - 24 inches in past the interior heated wall.
  - 6 feet minimum at eaves.
- Install synthetic felt on remainder.
- Install new drip edge.
- Install new pipe flashings and penetration flashings.
- Install Open Metal Valleys from Pre-Painted Metal
- Install Certainteed Belmont Designer 50 year Shingle Roof System
- Upon completion furnish Limited Lifetime Warranty from the manufacturer.
- Upon Completion furnish with Certainteed Sure Start Lifetime warranty from the manufacturer.
- Upon completion furnish a 5 year Kanga-Roof Mastercraftsman Guarantee.

Certainteed Belmont Designer Roofing System Proposed Pricing: **\$23,475**

> Alternate option for Landmark Pro **\$19,750**

Roof System: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Shingle Color: \_\_\_\_\_

Drip Edge Color: \_\_\_\_\_

Due to current pricing volatility experienced nationwide, as well as the everchanging supply chain issues, any cost included hereunder for either the materials or manufacturer warranty is the Customer's price for the warranty as of the time of entering this Agreement. The contractor cannot and does not guarantee that the cost will not be increased by the manufacturer between the time of entering this Agreement and the time the materials are delivered or the warranty is registered/issued, and as such, the Customer understands and agrees that if there is an increase in the actual cost of the manufacturer is in excess of 5% subsequent to the making of this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to the Contractor. The contractor will submit written documentation of the increased cost to Customer upon request, however, Customer acknowledges that any additional costs/payment for materials or the issuance of a manufacturer warranty under this Agreement is the sole responsibility of Customer, and Contractor shall not be held llable or responsible for the same.

Pricing is based on having adequate area to set up and store materials. Pricing is based on standard stock colors. Any alteration or deviation for the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. This proposal including the attached Kanga Roof "Terms and Conditions". This agreement constitutes a contract between Kang Roof and the Owner. Note - we may withdraw this proposal if not accepted within 30 days.

**Payment Terms:** Per city requirements- Payments made using a credit card will be subject to a 3% processing fee.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

**ACCEPTANCE OF PROPOSAL BY FOUR SEASONS KANGA ROOF:** The above prices, specifications and attached terms and conditions are hereby accepted.

Signature: \_\_\_\_\_

Name/Title: Bill Burkhardt, Jr. / VP of Sales

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

**ACCEPTANCE OF WORK PERFORMED:** I hereby authorize the above work scope. The above terms and conditions are hereby accepted, you are authorized to proceed with the work, and all payments will be made within terms. I have the authority to bind this agreement representing all property owners for the above location. I agree to pay 1.75% per month for past due contracts, (minimum charge \$15.00). In the event that collection efforts are initiated against me, the company, or the property, I shall pay for all associated fees at the posted rates as well as all collection fees and reasonable attorney fees. I agree that the amount set forth in this space marked 'Contract Amount' is the total base amount plus any charges for unforeseen conditions such as decking, HVAC, plumbing or wood repairs.



586-566-0308  
www.Kanga-Roof.com  
HopTolt@Kanga-Roof.com  
29153 Groesbeck Hwy  
Roseville MI 48066

## Kanga Roof "TERMS AND CONDITIONS"

### EXCLUSIONS

- A. Yearly inspections and Maintenance are excluded, however available in our preventative maintenance program.
- B. Snow removal, winter conditions, structural repairs, skylights, carpentry, plumbing, electrical, mechanical, masonry, or code upgrades unless specifically mentioned in the above work scope.
- C. The contractor neither assumes nor accepts responsibility for the proper construction, slope or moisture content of the roof deck.
- D. The contractor is not responsible for leakage through the existing roof or other portions of the building that have not been reroofed by the contractor.
- E. The owner agrees to inform the Contractor in advance about any hazardous or regulated substance(s), including but not limited to asbestos or mold that may exist or be encountered anywhere in or around the work area. If Contractor encounters any such substance during the course of performance of this proposal, Contractor will immediately stop work until you have arranged for the containment, removal, and cleanup of any substance encountered by us and is responsible for any increased costs of performance caused to Contractor by the existence of any such substance in and around the work area.

### DISCLAIMER:

- F. The contractor is an installer only of roofing and waterproofing materials intended to keep exterior moisture from penetrating through roofing, siding or wall panels.
- G. Contractor is not a designer, architect or engineer.
- H. Contractor makes no warranties or guarantees as to the adequacy of existing or new roof venting to prevent an excess of humidity and consequential problems of condensation and mold, or any other interior climatic problems. We recommend that the owner consults with an architect, engineer or other interior air quality professional concerning ventilation concerns.
  - I. The owner acknowledges that noise, fumes, odors, dust and minor debris may be generated as part of the normal roofing operations.
  - II. The owner will indemnify and hold harmless Contractor from claims relating to noise, fumes and odors released during normal roofing process. The Contractor shall not be responsible for interior air quality including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building.
- I. Contractor's price is based upon there not being electrical or other conduit or other materials embedded within the roof assembly or directly affixed to the underside of the roof deck unless expressly identified on the face of this proposal. Customer will indemnify Contractor from any personal injury, damage, claim, loss or expense resulting from the

- presence of conduit, and shall render the conduit harmless so as to avoid injury, damage, claim, loss or expense resulting from the presence of conduit, shall render the conduit harmless so as to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time, labor and expense resulting from the presence of such materials.
- J. Customers acknowledge that re-roofing of an existing building may cause disturbances, dust or debris to fall into the interior.
    - i. The Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage.
    - ii. The Contractor shall not be responsible for disturbances, damage, clean-up, or loss to interior property that the Customer did not remove or protect prior to commencement of roofing operations.
  - K. All work is to take place during regular work hours or regular working days.
  - L. Neither Customer or Contractor shall be liable to the other party hereto for any loss, damage, or delay arising out of any cause beyond the reasonable control of either party, including but not limited to: acts of government, strikes, lockouts, fire explosion, theft, floods, riots, and civil commotion, war, malicious mischief, or force majeure: provided however, that, should loss or damage to our material or work occur at the installation site, Customer shall compensate Contractor therefore unless such loss or damage results from the actors or omissions of Contractor. The contractor's liability with respect to any claim by Customer for any nature pursuant to this agreement shall be limited to the dollar amount of this proposal. Under no circumstances shall either Contractor or Owner be liable to the other for any consequential damages from whatever cause arising.
  - M. Any controversy or claim arising out of, or in relating to, this proposal or the breach thereof shall be settled first by mediation. If not settled, then by arbitration in accordance with the rules obtained through the American Arbitration Association. The decision of a single arbitrator shall be final as to law and fact, and judgment upon the award may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be held at such a place that the parties mutually agree upon. In the event that the parties fail to agree, it shall be held in the County of Macomb in the State of Michigan. The owner shall limit any claims to Kanga Roof.

#### **Unit Prices for Hidden or Unforeseen Work**

- A. All reasonable efforts have been made to determine the composition of the existing roof system, in the event the actual construction is different from the projected, any additional work required would be completed on a time and material basis at a rate of \$96 per hour per man plus materials.
- B. Metal deck replacement 0-400 square feet: \$13.50 per square foot.
- C. Metal deck replacement 401 square feet and over: \$12.25 per square foot.
- D. Wood deck replacement plank: \$9.00 per linear foot
- E. Wood deck replacement OSB: \$75 per 4'x8' sheet
- F. Wood nailers: \$4.75 per board foot.
- G. Metal deck plating: \$10.00 per square foot.
- H. Damaged insulation per layer: \$4.00 per square foot.
- I. Roof drain inserts: \$600.00 each.



MEMO 24-1

TO: Frank Schulte, City Administrator  
FROM: Owen Gafa, Director of Parks and Recreation  
DATE: September 27, 2024  
SUBJECT: Lake Front Park Tennis Court Resurfacing

Tennis courts five and six at Lake Front Park had begun to crack along the surface of the courts and needed to be patched and repainted. Quotes were requested for the preparing, patching and repainting of the courts, however only one quote was received:

Tennis Courts Unlimited	\$25,000
Goddard Coatings Sport Surfaces	No Quote Received

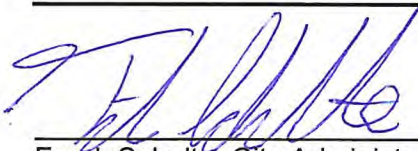
Tennis Courts Unlimited submitted a quote in the amount of \$25,000.00. Tennis Courts Unlimited has done work for the city in the past and their previous work has been satisfactory.

As of September 9<sup>th</sup>, 2024 the work on tennis courts five and six has been completed. A purchase order in the amount of \$25,000 will need to be issued to Tennis Courts Unlimited, P.O. Box 156, Watervliet, MI, 49098. This item is included in the Fiscal Year 2024/2025 Budget in Parks and Recreation account no. 101-774-818.102.

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

Approved for Council consideration.

---

  
Frank Schulte, City Administrator

10-1-24  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

  
Steven Schmidt, Treasurer/Comptroller

10-1-24  
Date

**RECEIVED**

SEP 30 2024

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

TENNIS COURTS UNLIMITED  
P.O. BOX 156  
WATERVLIET, MI 49098  
PHONE (269)463-7103  
FAX (815)331-5199  
email: tenniscourtsunlimited@gmail.com

PROPOSAL SUBMITTED TO:	PHONE:	DATE:
City of Grosse Pointe Woods, John Salter	313-363-1260	08/21/2024
STREET	JOB NAME	
1200 Parway	Lakefront Park Courts 5-6	
CITY, STATE, AND ZIP CODE	JOB LOCATION	
Grosse Pointe Woods, MI 48236	2300 E Jefferson St Clair Shores, MI 49080	

Tennis Courts Unlimited hereby submits specification and estimates for:  
Color coat courts 5 and 6 (Dark Green and Brick Red).

1. Powerwash courts as needed.
2. Clean cracks of all debris and foreign matter.
3. Fill approx. 500'-600' linear feet of cracks with court patch binder (under fence and net post footings excluded).
4. Apply the RiteWay Crack Repair System to filled cracks.
5. Apply one coat of acrylic resurfacer to entire surface.
6. Apply two coats of texture course color.
7. Lines will be measured, taped, and apply white textured paint by brush according to USTA guidelines.

**NOTE: The RiteWay Crack Repair System does not prevent new cracks from forming outside the membrane system. It also does not prevent an existing crack that has RiteWay system from extending. Any movement caused by moisture from underneath the base can cause lifting, and micro-cracking of the system and possible failure in that area. "Alligator areas will not be repaired with the RiteWay System. Iron pyrites will reappear. If there is additional linear feet of cracks there will be a charge of 35.00 per linear foot.**

**WE PROPOSE hereby to furnish material and labor \_ complete in accordance with above specifications, for the sum of:**

**TWENTY SIXFIVE THOUSAND 00/100 DOLLARS (\$25,000.00)**

**Payments to be made as follows**

**PAID IN FULL UPON COMPLETION**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra charge over and above the estimate will result in additional charges. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Tennis Courts Unlimited is not responsible for any pre-existing subsurface conditions under asphalt.

Authorized

Signature CRAIG THURMAN

NOTE: This proposal may be withdrawn by us if  
Not accepted within 30 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are Authorized to do the work as specified. **PAYMENT WILL BE MADE AS OUTLINED ABOVE.**

Date of Acceptance\_\_\_\_\_

Signature\_\_\_\_\_

Signature\_\_\_\_\_

**TENNIS COURTS UNLIMITED**

364 N. MAIN  
P.O. Box 156  
Watervliet, MI 49098  
Phone: 269-463-7103  
Email: tenniscourtsunli  
mited@gmail.com

**Invoice**

Invoice #: 2423  
Invoice Date: 09/10/2024

Bill To:

Ship To:

City of Goose Pointe Woods  
1200 Parway  
Goose Pointe Woods, MI 49236

Lakefront Park  
2300 E Jefferson  
St Clair Shores, MI 49080

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
09/10/2024			C. Thurman			Paid in Full Upon Completion.	

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
2			Powerwash courts as needed.				
600			Fill approx. 600' linear feet of cracks with court patch binder. Apply RiteWay Crack Repair System over filled cracks.				
1			Apply one coat of acrylic resurfacer over entire surface.				
2			Apply two coats of texture course color.				
2			Lines will be measured, taped, and white texture line paint will be applied by brush.				

**CRACKS NOT REPAIRED WITH THE RITEWAY SYSTEM WILL REAPPEAR AND MAY HAIRLINE THE NEXT DAY.**

Subtotal	\$25,000.00
Tax	0
Shipping	0
Miscellaneous	0
Balance Due	25,000.00

MEMO 24-32

TO: Frank Schulte, City Administrator  
FROM: James Kowalski, Director of Public Services *J.K.*  
DATE: September 30, 2024  
SUBJECT: Recommendation – 2024 Sidewalk Cutting Program


During the Finance Committee meeting, a discussion was held regarding the proposed 2024/2025 construction projects. Included in discussion was the 2024 Sidewalk Cutting Program.

Precision Concrete Cutting (PCC) has offered to extend their contract unit prices from the 2023 Sidewalk Cutting Program for the 2024 Sidewalk Cutting Program. Their previous work for the City has been satisfactory.

Therefore, I am requesting Council to authorize the 2024 Sidewalk Cutting Program be awarded to Precision Concrete Cutting (PCC), 1896 Goldeneye Drive, Holland, MI 49424 in the amount of \$30,000.00.

This is a budgeted item included in 2024/2025 fiscal year budget in the major streets sidewalk construction account no. 202-451-976.100 in the amount of \$6,000.00, the local streets sidewalk construction account no. 203-451-976.100 in the amount of \$15,000.00, and the water/sewer sidewalk construction account no. 592-537-976.100 in the amount of \$9,000.00.

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

  
\_\_\_\_\_  
Frank Schulte, City Administrator

*10-1-24*  
\_\_\_\_\_  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

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

*10-1-24*  
\_\_\_\_\_  
Date

**RECEIVED**  
OCT 01 2024  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT





1896 Goldeneye Drive, Holland MI 49424  
Phone: 616.403.1140 FAX: 616.582.5951  
www.MichiganSafeSidewalks.com

September 27, 2024

City of Grosse Pointe Woods  
Attn: Jim Kowalski, Director of Public Works  
1200 Parkway Dr  
Grosse Pointe Woods, MI 48236



Phone: (313) 363-1257 Email: jkowsalski@gpwmj.us

Subject: SIDEWALK TRIP HAZARD REMOVAL, Project for City of Grosse Pointe Woods, 2024

Jim,

We appreciate the opportunity to submit this proposal for the City of Grosse Pointe Woods. Total cost for this project will **not exceed \$30,000** based on an agreed scope and job rate. Upon your review and acceptance of this proposal, **please sign and return** (or submit a valid purchase order referencing this proposal) via FAX to (616) 582-5951 or email us at [info@PCCMich.com](mailto:info@PCCMich.com).

We will provide a W-9 for your files and have our proof of insurance (an ACORD) emailed directly to your attention by our insurance provider. Let us know if any additional information or documents are required before we begin work. We appreciate the opportunity to provide our service.

**Precision Concrete Cutting**

Precision Concrete Cutting (PCC) has been removing trip hazards from uneven sidewalks and other concrete walkways across the nation for over 25 years. As the industry leader in technology and price, PCC can reduce liability associated with uneven sidewalk and help meet ADA compliance with a method more effective and less expensive than alternatives. PCC utilizes its patented tools and processes that it has developed and refined for trip hazard removal. Not only is trip hazard removal the specialty of PCC... it's the only thing we do. PCC has dozens of locations across the country. Precision Concrete, Inc. is the locally licensed business unit serving Michigan, Indiana, Central Illinois, and Missouri that leverages the proven tools, process, and training to provide this service.

**The Advantage**

The Precision Concrete Cutting (PCC) service removes the entire trip hazard from side to side on the entire sidewalk while other methods of repair often leave a portion of the trip hazard. Not only can PCC reach the edges of every sidewalk, we can remove trip hazards from virtually any angle and at any location. Trip hazards caused by cracked concrete or located in hard-to-reach places such as in gutters or adjacent to a wall, post, or railing will be eliminated without any damage to nearby impediments. **There is no other process of trip hazard removal available with the quality, flexibility, and diversity as that of PCC.**





### Quality

The Precision Concrete Cutting (PCC) process involves the measurement of every sidewalk trip hazard identified. PCC inspects the sidewalks and takes specific measurements to identify and log each trip hazard size and location. These measurements are used to determine the size of repair that is required, and to guarantee that the repair is made to dimensional specifications.

The PCC finished repair is aesthetically pleasing, smooth, and of superior quality compared to alternatives. It does not leave grooves in the surface of the concrete, it is not uneven, and is left with an acceptable coefficient of friction to not create slip hazards.



### Environmental & Community Friendly

The Precision Concrete Cutting (PCC) process does not require heavy equipment in the work area. The PCC equipment is small and maneuvered about by individual employees. No damage is created to buildings, landscaping, irrigation systems, or the surrounding environment. Complete cleanup of the work area is performed and dust abatement systems minimize dust. All materials removed are properly recycled.

PCC utilizes a patented dust collection system to keep dust to a minimum while performing its work. This is a great benefit over other repair processes that leave the area covered in concrete dust or slurry. PCC also cleans up the removed concrete and debris created while performing the repairs and disposes (for recycle) of it as part of the service. Being a complete solution, no follow-on tasks are required of the City of Grosse Pointe Woods staff. Sidewalks remain open with only minor disruption while PCC moves thru an area performing the trip hazard removals.



As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. For example, removing and replacing just 50 sidewalk panels would result in approximately 60,000 lbs of concrete being removed (your average 5' x 5' panel weighs about 1,200 lbs). Using Precision Concrete Cutting, sidewalk trip hazard removal can be accomplished by removing about 400 lbs of concrete that will be recycled. No heavy equipment or hauling is required. Also, there is no damage to trees or adjoining landscape with Precision Concrete Cutting.



### Real Savings

Precision Concrete Cutting (PCC) leverages new technology and unique equipment to perform sidewalk repairs at a 70-80% cost savings compared to sidewalk replacement. It is estimated that this project will **save City of Grosse Pointe Woods over \$174,000 on repairs.**

### Professional Plan and Approach

Precision Concrete Cutting (PCC) will conduct a pre-construction planning meeting with the City of Grosse Pointe Woods designated contact(s) using a PCC Project Manager to establish priorities, a high-level schedule for each job site, review risks/constraints, and safety plans. The Project Manager will assure schedule, scope, and budget objectives are attained for the project. The PCC Delivery Manager will assure quality and safety objectives are attained during the onsite work phase of the project.



PCC will deploy a well-marked light-duty pickup truck/van and full logo trailer used to mobilize up to three (3) full sets of cutting equipment and operators. Safety cones are placed wherever the truck/van and trailer park and they are placed on the sidewalks in front of and behind the operator area to assure pedestrian safety during cutting. All PCC staff (including project manager) wears high-visibility safety vests whenever they are outside their vehicle.



**Scope and Cost**

Precision Concrete Cutting (PCC) is proposing a SAW CUT solution (NOT GRINDING) for the City of Grosse Pointe Woods to remove sidewalk trip hazards on contiguous walkways located along Vernier Rd, Grosse Pointe Woods. PCC would typically bill for this project at the rate of \$58 per Inch Foot (defined as the average inch height of the trip hazard x linear feet of the hazard). However, PCC will offer a municipal project rate of \$44/IF. For this project, PCC will perform 682 IF of trip hazard removal (up to the established project budget). It is estimated this project will resolve over 544 sidewalk trip hazards. Billing will be based on actual work performed, up to the approved project budget of \$30,000.

The scope of the sidewalk trip hazards is defined as a differential in the walkway of .5" high but less than or equal to 1.5" high. Trip hazards will be eliminated leaving a maximum running slope (ramp) of 1:12 as permitted to meet ADA requirements. The work will be performed on City sidewalks in the project areas as prioritized by the City.

Job No. (Area)	Location	Estimated # of Trip Hazards Cut	Estimated Linear Feet	Estimated Inch Feet	Cost
1	Northside of Vernier Rd (Starting at Morningside Dr going West)	544	2284.8	681.82	\$39,545.45
<b>Totals</b>		<b>544</b>	<b>2284.8</b>	<b>681.82</b>	<b>\$39,545.45</b>
Additional Services:					\$0.00
Travel and Expenses:					\$0.00
Discount* :					-\$9,545.45
<b>Net Proposed Total:</b>					<b>\$30,000.00</b>

\*Municipal discount will apply if project is accepted prior to October 11, 2024, and with an authorization to proceed with project by October 18, 2024 (weather and schedule permitting).



**Sole Source Status**

The technology that Precision Concrete Cutting uses to remove trip hazards has been developed and patented by Precision Concrete Cutting based in Provo, UT. Precision Concrete Cutting and its local branches are the only companies authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Patent No. 6,827,074  
U.S. Patent No. 6,896,604  
U.S. Patent No. 7,000,606

U.S. Patent No. 7,143,760  
U.S. Patent No. 7,201,644  
U.S. Patent No. 7,402,095

These patent numbers and the Precision Concrete Cutting (PCC) licensing agreement make Precision Concrete, Inc. a sole source for trip hazard removal in Michigan using this technology.

**Invoicing**

A Precision Concrete Cutting (PCC) invoice will be issued for work completed at the conclusion of the project. Payment terms are net 15 days from the date work is completed unless contract states otherwise. PCC will not charge the City of Grosse Pointe Woods any additional fees for mobilization, setup, cleanup, or travel / expenses. All such fees are included in the proposed price.

An itemized invoice listing the location of each trip hazard resolved will be listed and can be provided in hard copy or soft copy as required by the City of Grosse Pointe Woods. This itemized list provides the City of Grosse Pointe Woods with a completely auditable summary of the work performed by PCC. It is also a document that can support the fact that your organization has a proactive sidewalk maintenance program in place.

**Summary**

Precision Concrete Cutting is very interested in working with the City of Grosse Pointe Woods to deliver a proactive and cost-effective sidewalk maintenance program to help with the efforts of ADA compliance and reduce liabilities associated with sidewalk trip hazards. Our goal is to develop (or foster) a long-term relationship in which we can help the City of Grosse Pointe Woods achieve its annual sidewalk maintenance objectives.



**Thank you for your consideration. Signature and date below confirms your acceptance of this proposal.**

**Ben Johnson, Business Dev Mgr, SE Michigan  
and Mark Bonkowski (President)**

**Precision Concrete, Inc.  
1896 Goldeneye Drive  
Holland MI 49424**

**(248) 606-9161 Cell**

**(616) 403-1140 Office  
(616) 582-5951 Fax**

\_\_\_\_\_ customer

\_\_\_\_\_ authorized signature / date

\_\_\_\_\_ printed name / title

MEMO 24-33

TO: Frank Schulte, City Administrator  
FROM: James Kowalski, Director of Public Services *J.K.*  
DATE: October 2, 2024  
SUBJECT: Recommendation – 2024 Pavement Joint and Crack Sealing Program  
AEW Project No. 0160-0476

During the Finance Committee meeting, a discussion was held regarding the proposed 2024/2025 construction projects. Included in discussion was the 2024 Pavement Joint and Crack Sealing Program.

On Tuesday, September 24, 2024, two bids were received for the 2024 Pavement Joint and Crack Sealing Program. The lowest qualified bidder was Scodeller Construction, Inc. of Wixom, Michigan.

Scodeller Construction, Inc. \$43,280.00  
SJR Pavement Repair, Inc. \$45,300.00

AEW has worked with Scodeller Construction, Inc. in neighboring communities, and they are qualified to perform this type of work.

Based upon the recommendation of AEW, I concur that the contract for the 2024 Pavement Joint and Crack Sealing Program be awarded to Scodeller Construction, Inc., 51722 Grand River Ave., Wixom, Michigan 48393 in the budgeted amount of \$41,667.00.

This is a budgeted item included in 2024/2025 fiscal year budget in the accounts listed in the table below.

	Amount	Account No.
Joint and Crack Sealing Major Streets	\$13,750.00	202-451-975.300
Joint and Crack Sealing Local Streets	\$27,917.00	203-451-975.300
<b>Total Construction</b>	<b>\$41,667.00</b>	

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

*10-2-24*  
Date RECEIVED

OCT 02 2024

Fund Certification:

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Account numbers and amounts have been verified as presented.

*Steven Schmidt*  
Steven Schmidt, Treasurer/Comptroller

*10-2-24*  
Date RECEIVED

OCT 02 2024

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



**ANDERSON, ECKSTEIN & WESTRICK, INC.**

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

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

October 1, 2024

Jim Kowalski, Director of Public Services  
City of Grosse Pointe Woods  
1200 Parkway Drive  
Grosse Pointe Woods, Michigan 48236-2397

Reference: 2024 Pavement Joint and Crack Sealing Program  
City of Grosse Pointe Woods  
AEW Project No. 0160-0476

Dear Mr. Kowalski:

On Tuesday, September 24, 2024, two (2) 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 Scodeller Construction Inc., with a total bid amount of \$43,280.00. We have previously worked with Scodeller Construction Inc., in neighboring communities, and find them qualified in performing this type of work.

On the basis of past performance, availability of funds, and the lowest bid submitted, we recommend that the contract for the **2024 Pavement Joint and Crack Sealing Program** be awarded to Scodeller Construction Inc., 51722 Grand River Ave, Wixom, Michigan 48393 in the budgeted amount of \$41,667.00.

Engineering was previously approved in the amount of \$8,333. The total project cost estimate is \$50,000.00

If you have any questions, please advise.

Sincerely,

A handwritten signature in blue ink that reads "Frank D. Varicalli".

Frank D. Varicalli  
Infrastructure Rehab Group Lead

Enclosure: Bid Tab

cc: Jeanne Duffy  
Ross Wilberding, PE

M:\0160\0160-0476\Project Mgmt\Correspondence\Drafts\0160-0476 240930 Letter.docx

51301 Schoenherr Road, Shelby Township, MI 48315  
**Engineering Strong Communities**



**TABULATION OF BIDS**

#REF!

CITY OF GROSSE POINTE WOODS  
SEWAGE TREATMENT PLANT  
SEWAGE TREATMENT JOINT AND CRACK SEALING PROGRAM  
AEW PROJECT NO. 0160-0476

DATE: 9/24/2024  
TIME: 10:00 AM

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

**BIDDER RANKING**

<i>RANK</i>	<i>BIDDER'S NAME</i>	<i>TOTAL BID</i>
1	Scodeller Construction, Inc.	\$ 43,280.00
2	SJR Pavement Repair, Inc.	\$ 45,300.00





**TABULATION OF BIDS**  
 CITY OF GROSSE POINTE WOODS  
 2024 PAVEMENT JOINT AND CRACK SEALING PROGRAM  
 AEW PROJECT NO. 0160-0476

Scodeller Construction, Inc.  
 51722 Grand River Avenue  
 Wixom, MI 48393

SJR Pavement Repair, Inc.  
 22120 Ryan Road  
 Warren, MI 48091

Item No.	Description	Estimated		Scodeller Construction, Inc.		SJR Pavement Repair, Inc.	
		Quantity	Units	Unit Price	Amount	Unit Price	Amount
1.	_Bonds, Insurance and Initial Set-Up Expense (Max \$3,900)	1	LS	3,900.00	3,900.00	3,900.00	3,900.00
2.	_Cleaning and Sealing Existing Cracks (Concrete and Asphalt Pavt)	36,000	Ft	1.08	38,880.00	1.15	41,400.00
3.	_Traffic Control and Maintenance	1	LS	500.00	500.00	0.00	0.00
<b>TOTAL AMOUNT BID</b>				<b>\$</b>	<b>43,280.00</b>	<b>\$</b>	<b>45,300.00</b>

**CITY OF GROSSE POINTE WOODS**

**PROCLAMATION**

**WHEREAS**, October 2024 is National Breast Cancer Awareness Month; and

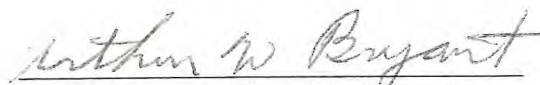
**WHEREAS**, this year, an estimated 310,720 women and about 2,800 men will be diagnosed with breast cancer; and

**WHEREAS**, the pain of this disease will touch too many of our mothers, fathers, daughters, sisters, sons, and brothers with approximately 42,250 women dying this year from breast cancer; and

**WHEREAS**, over the past several decades, our Nation has made strides in the fight against breast cancer with over 4.0 million American women surviving this disease; and

**WHEREAS**, because early detection can decrease the risk of death from breast cancer, individuals are encouraged to speak with their doctors about recommended testing and clinical exams.

NOW, THEREFORE, I, ARTHUR W. BRYANT, Mayor of the City of Grosse Pointe Woods, Michigan, do hereby proclaim October 2024 as **NATIONAL BREAST CANCER AWARENESS MONTH** in the City of Grosse Pointe Woods.



Mayor Arthur W. Bryant

October 7, 2024



**THE CITY OF GROSSE POINTE WOODS CITY COUNCIL  
RESOLUTION ADOPTING INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF WAYNE AND THE CITY OF GROSSE  
POINTE WOODS FOR INFRASTRUCTURE IMPROVEMENTS TO  
MACK AVENUE AND VERNIER ROAD INTERSECTION AND VERNIER  
ROAD AND SUNNINGDALE DRIVE INTERSECTION**

A regular meeting of the City Council of the City of Grosse Pointe Woods, County of Wayne, State of Michigan (the “City”), was held on October 7, 2024 at 7:00 p.m., Eastern Standard Time.

PRESENT: Brown, Bryant, Gafa, Granger, Koester, McConaghy

ABSENT: None

The following preamble and resolution were offered by \_\_\_\_\_, and seconded by \_\_\_\_\_:

**Be it resolved that**

The Intergovernmental Agreement for Infrastructure Improvements to Mack Avenue and Vernier Road Intersection and Vernier Road and Sunningdale Drive Intersection

by and between the

COUNTY OF WAYNE

and the

CITY OF GROSSE POINTE WOODS

is hereby accepted.

The following Official(s) is/are authorized to sign any documents related to said contract:

Frank Schulte, City Administrator

Arthur W. Bryant, Mayor

AYES: Brown, Bryant, Gafa, Granger, Koester, McConaghy

NAYS: None

ABSENT: None

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Paul P. Antolin, City Clerk

**CERTIFICATION**

*I, Paul P. Antolin, Clerk of the City of Grosse Pointe Woods, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council on October 7, 2024, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and will be, or have been, made available as required by said Act.*

\_\_\_\_\_  
Paul P. Antolin, City Clerk





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

**INVOICE**

September 03, 2024  
 Project No: 0160-0482-0  
 Invoice No: 152786

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

Project 0160-0482-0 GHESQUIERE PARK WALKING PATH  
 P.O. #24-48615 - \$28,697.00

Professional Services from July 29, 2024 to August 25, 2024

**Fee**

Construction Cost	460,000.00
Fee Percentage	7.10
<b>Total Fee</b>	<b>32,660.00</b>

Percent Complete

25.00	Total Earned	8,165.00
	Previous Fee Billing	0.00
	Current Fee Billing	8,165.00
	<b>Total Fee</b>	<b>8,165.00</b>

**Total this Invoice \$8,165.00**

*PO 48615  
 # 401-902-977.104  
 ok - g.k*

**RECEIVED**

OCT 03 2024

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

*SS  
 HJ 9-28-24*



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

**INVOICE**

September 03, 2024  
 Project No: 0160-0484-0  
 Invoice No: 152787

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

Project 0160-0484-0 2024-2025 GENERAL ENGINEERING  
 P.O. ORDER #24-48400 - \$20,000.00

**Professional Services from July 29, 2024 to August 25, 2024**  
**Professional Personnel**

	Hours	Rate	Amount
<b>GENERAL</b>			
<b>LICENSED ENG/SUR/ARC</b>			
WILBERDING, ROSS	1.50	120.00	180.00
Attending council meeting for FY25 design engineering authorizations and Vernier/Mack			
WILBERDING, ROSS	1.00	120.00	120.00
Monthly engineering meeting			
WILBERDING, ROSS	.50	120.00	60.00
Review and corr. re: survey of city owned parcels on Sunningdale and Bournemouth. Letter for design authorization for FYE25 projects			
Totals	3.00		360.00
<b>Total Labor</b>			<b>360.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	360.00	780.00	1,140.00
Limit			20,000.00
Remaining			18,860.00
<b>Total this Invoice</b>			<b>\$360.00</b>

**Outstanding Invoices**

Number	Date	Balance
152351	8/8/2024	780.00
<b>Total</b>		<b>780.00</b>

**RECEIVED**

OCT 03 2024

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

PO 48400  
 # 101-441-818.000 \$ 180.00  
 # 101-265-818.000 \$ 90.00  
 # 592-532-818.000 \$ 90.00

OK-JK

SS



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

**INVOICE**

September 03, 2024  
 Project No: 0160-0457-0  
 Invoice No: 152793

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

Project 0160-0457-0 TORREY RD PUMP STATION CAP IMPROVE. PLAN  
 PURCHASE ORDER #22-47266 - \$60,000.00  
Professional Services from July 29, 2024 to August 25, 2024

**Professional Personnel**

	Hours	Rate	Amount	
RESEARCH/REVIEW				
LICENSED ENG/SUR/ARC	30.00	120.00	3,600.00	
STUDIES				
SENIOR PROJECT ENGINEER	2.00	131.40	262.80	
MEETINGS				
SENIOR PROJECT ENGINEER	.50	131.40	65.70	
Totals	32.50		3,928.50	
<b>Total Labor</b>				<b>3,928.50</b>

Billing Limits	Current	Prior	To-Date	
Total Billings	3,928.50	24,812.41	28,740.91	
Limit			60,000.00	
Remaining			31,259.09	
		<b>Total this Invoice</b>		<b>\$3,928.50</b>

RECEIVED

OCT 03 2024

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

PO 47266  
 # 592-542-818.000

OK - J.K

SS

FS 5-23-24



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

**INVOICE**

September 03, 2024  
 Project No: 0160-0461-0  
 Invoice No: 152794

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

Project 0160-0461-0 WATER SYSTEM CDSMI  
 PURCHASE ORDER #24-48185 - \$42,125.00  
 FOR: CONTRACT ADMIN. AND EVALUATION OF RESULTS FOR SUBMISSION TO EGLE  
Professional Services from July 29, 2024 to August 25, 2024

**Professional Personnel**

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
LICENSED ENG/SUR/ARC	2.70	120.00	324.00
ENGINEERING AIDE III	3.00	81.60	244.80
GENERAL			
ENGINEERING AIDE I	2.50	65.20	163.00
Totals	8.20		731.80
<b>Total Labor</b>			<b>731.80</b>

Billing Limits	Current	Prior	To-Date
Total Billings	731.80	31,252.00	31,983.80
Limit			42,125.00
Remaining			10,141.20
<b>Total this Invoice</b>			<b>\$731.80</b>

**Outstanding Invoices**

Number	Date	Balance
152355	8/8/2024	1,693.19
<b>Total</b>		<b>1,693.19</b>

**RECEIVED**

OCT 03 2024

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

PO 48185  
 # 592-537-978.300  
 OK - J.K  
 SS  
 PJ 9-28-24



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

**INVOICE**

September 03, 2024  
 Project No: 0160-0465-0  
 Invoice No: 152796

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

Project 0160-0465-0 LAKE FRONT PARK SPLASH PAD  
 PURCHASE ORDER #23-47806 - \$25,500.00  
 FOR: RESEARCH, OVERSIGHT & EGLE PERMITS  
Professional Services from July 29, 2024 to August 25, 2024

**Professional Personnel**

	Hours	Rate	Amount	
<b>GENERAL</b>				
LICENSED ENG/SUR/ARC	3.50	120.00	420.00	
Totals	3.50		420.00	
<b>Total Labor</b>				<b>420.00</b>
<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	420.00	8,381.79	8,801.79	
Limit			25,500.00	
Remaining			16,698.21	
		<b>Total this Invoice</b>		<b>\$420.00</b>

**RECEIVED**

OCT 03 2024

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

PO 47806  
 # 401-902-977-104  
 OK-J.K  
 SS  
 FA 9-23-20



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

**INVOICE**

September 03, 2024  
 Project No: 0160-0449-0  
 Invoice No: 152799

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

Project 0160-0449-0 SEWER SYSTEM EVALUATION  
 PURCHASE ORDER #22-46947 - \$107,000.00  
 FOR: JULY & AUGUST RAIN EVENT EVALUATION  
Professional Services from July 29, 2024 to August 25, 2024

Phase 02 EVALUATION

**Professional Personnel**

	Hours	Rate	Amount	
GENERAL				
LICENSED ENG/SUR/ARC	7.00	120.00	840.00	
ENGINEERING AIDE I	45.50	65.20	2,966.60	
Totals	52.50		3,806.60	
<b>Total Labor</b>				<b>3,806.60</b>
				<b>Total this Phase 3,806.60</b>

Billing Limits	Current	Prior	To-Date
Total Billings	3,806.60	35,649.78	39,456.38
Limit			107,000.00
Remaining			67,543.62
			<b>Total this Invoice 3,806.60</b>

**Outstanding Invoices**

Number	Date	Balance
152341	8/8/2024	876.40
<b>Total</b>		<b>876.40</b>

**RECEIVED**

OCT 03 2024

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

PO 46947  
 # 592-537-818.000  
 OK - J.K  
 SS  
 9-23-24



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

**INVOICE**

September 03, 2024  
 Project No: 0160-0456-0  
 Invoice No: 152800

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

Project 0160-0456-0 HAMPTON RD WATERMAIN & RESURF(MACK/MARTE)  
 PURCHASE ORDER #22-47265 - \$436,920.00  
 FOR: CONTRACT ADMIN. & CLOSEOUT

Professional Services from July 29, 2024 to August 25, 2024

**Professional Personnel**

	Hours	Rate	Amount	
PRINTS				
ENGINEERING AIDE II	.50	72.20	36.10	
CONTRACT ADMINISTRATION				
LICENSED ENG/SUR/ARC	4.30	120.00	516.00	
ENGINEERING AIDE III	3.00	81.60	244.80	
Totals	7.80		796.90	
<b>Total Labor</b>				<b>796.90</b>

Billing Limits	Current	Prior	To-Date	
Total Billings	796.90	221,898.96	222,695.86	
Limit			436,920.00	
Remaining			214,224.14	
		<b>Total this Invoice</b>		<b>\$796.90</b>

PO 47265  
 #202-451-977.803 \$215.16  
 #592-537-977.310 \$581.74

ok - J.K.  
 SS

FJ 8-23-24

**RECEIVED**

OCT 03 2024

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT



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

**INVOICE**

September 03, 2024  
 Project No: 0160-0464-0  
 Invoice No: 152801

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

Project 0160-0464-0 ROSLYN RD WATERMAIN & RESURF(MACK/MARTER)  
 PURCHASE ORDER #23-47805 - \$480,000.00  
 FOR: CONSTRUCTION ADMIN.

Professional Services from July 29, 2024 to August 25, 2024

**Professional Personnel**

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER	1.00	137.20	137.20
CONTRACT ADMINISTRATION			
LICENSED ENG/SUR/ARC	5.30	120.00	636.00
ENGINEERING AIDE III	3.50	81.60	285.60
Totals	9.80		1,058.80
<b>Total Labor</b>			<b>1,058.80</b>

Billing Limits	Current	Prior	To-Date
Total Billings	1,058.80	259,039.73	260,098.53
Limit			480,000.00
Remaining			219,901.47
	<b>Total this Invoice</b>		<b>\$1,058.80</b>

**Outstanding Invoices**

Number	Date	Balance
152357	8/8/2024	4,443.69
<b>Total</b>		<b>4,443.69</b>

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CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

PO 47805  
 # 203-451-977.803 \$264.70  
 # 592-537-972.310 \$794.10

ok - J.K

SS

FS 9-23-24





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

September 03, 2024  
 Project No: 0160-0466-0  
 Invoice No: 152802

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

Project 0160-0466-0 2023 MISC. CONCRETE REPAIR PROGRAM  
 PURCHASE ORDER #23-47810 - \$50,000.00  
 FOR: CONSTRUCTION ADMIN.

Professional Services from July 29, 2024 to August 25, 2024  
 Professional Personnel

	Hours	Rate	Amount	
<b>CONTRACT ADMINISTRATION</b>				
TEAM LEADER	.50	97.30	48.65	
ENGINEERING AIDE III	1.00	81.60	81.60	
Totals	1.50		130.25	
<b>Total Labor</b>				<b>130.25</b>
<b>Billing Limits</b>				
	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	130.25	30,240.45	30,370.70	
Limit			50,000.00	
Remaining			19,629.30	
		<b>Total this Invoice</b>		<b>\$130.25</b>

**Outstanding Invoices**

Number	Date	Balance
152358	8/8/2024	2,373.31
<b>Total</b>		<b>2,373.31</b>

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OCT 03 2024

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

PO 47810  
 # 202-451-974.201 \$ 32.56  
 # 203-451-974.201 \$ 22.15  
 # 585-571-978.300 \$ 42.98  
 # 592-537-975.401 \$ 32.56  
 OK - J.K

SS  
 FI 9-23-24



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

**INVOICE**

September 03, 2024  
 Project No: 0160-0475-0  
 Invoice No: 152803

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

Project 0160-0475-0 2024 SEWER REHAB BY FULL LENGTH CIPP LIN  
 PURCHASE ORDER #24-48434 - \$41,667  
 FOR: CONTRACT ADMIN.

Professional Services from July 29, 2024 to August 25, 2024

**Professional Personnel**

	Hours	Rate	Amount	
CONTRACT ADMINISTRATION				
TEAM LEADER	3.00	97.30	291.90	
ENGINEERING AIDE III	2.50	81.60	204.00	
CONSTRUCTION OBSERVATION				
ENGINEERING AIDE III	28.00	81.60	2,284.80	
CCTV REVIEW				
ENGINEERING AIDE III	1.00	81.60	81.60	
Totals	34.50		2,862.30	
<b>Total Labor</b>				<b>2,862.30</b>

Billing Limits	Current	Prior	To-Date	
Total Billings	2,862.30	18,431.59	21,293.89	
Limit			41,667.00	
Remaining			20,373.11	
		<b>Total this Invoice</b>		<b>\$2,862.30</b>

**Outstanding Invoices**

Number	Date	Balance
152376	8/9/2024	18,431.59
<b>Total</b>		<b>18,431.59</b>

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OCT 03 2024

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

PO 48434  
 # 592-537-976.001

OK J.K

SS

FS 9-23-24



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

**INVOICE**

September 03, 2024  
 Project No: 0160-0477-0  
 Invoice No: 152804

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

Project 0160-0477-0 2024 MISCELLANEOUS CONCRETE PROGRAM  
 PURCHASE ORDER # 24-48437 - \$83,333.00  
 FOR: CONTRACT ADMIN.

Professional Services from July 29, 2024 to August 25, 2024

**Professional Personnel**

	Hours	Rate	Amount	
<b>CONTRACT ADMINISTRATION</b>				
LICENSED ENG/SUR/ARC	.70	120.00	84.00	
TEAM LEADER	2.00	97.30	194.60	
ENGINEERING AIDE III	2.50	81.60	204.00	
<b>GIS UPDATES</b>				
GRADUATE ENG/SUR/ARC	1.50	97.30	145.95	
Totals	6.70		628.55	
<b>Total Labor</b>				<b>628.55</b>
		<b>Total this Invoice</b>		<b>\$628.55</b>

**Outstanding Invoices**

Number	Date	Balance
152377	8/9/2024	31,904.20
<b>Total</b>		<b>31,904.20</b>

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OCT 03 2024

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

PO 48437  
 # 202-451-974.201 \$ 235.71  
 # 203-451-974.201 \$ 157.13  
 # 592-537-975.401 \$ 235.71  
 ok - J.K

SS  
 FB 9-23-24



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

**INVOICE**

September 03, 2024  
 Project No: 0160-0480-0  
 Invoice No: 152805

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

Project 0160-0480-0 LFP BOAT LAUNCH PARKING LOT  
 P.O. #24-48610 - \$7,000.00  
 P.O. #24-48611 - \$34,000.00  
 P.O. #24-48612 - \$10,000.00

**Professional Services from July 29, 2024 to August 25, 2024**

**Fee**

Total Fee	51,000.00		
Percent Complete	25.00	Total Earned	12,750.00
		Previous Fee Billing	0.00
		Current Fee Billing	12,750.00
		<b>Total Fee</b>	<b>12,750.00</b>
		<b>Total this Invoice</b>	<b>\$12,750.00</b>

**RECEIVED**

OCT 03 2024

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

PO 48611  
 # 594-785974.201  
 OK - J.K

SS  
 HS 9-23-24



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

**INVOICE**

September 03, 2024  
 Project No: 0160-0485-0  
 Invoice No: 152806

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

Project 0160-0485-0 2024-2025 GIS MAINTENANCE

P.O. ORDER #24-48399 - \$21,000.00

Professional Services from July 29, 2024 to August 25, 2024

**Professional Personnel**

	Hours	Rate	Amount
GENERAL			
ENGINEERING AIDE I	22.00	65.20	1,434.40
GIS UPDATES			
GRADUATE ENG/SUR/ARC	1.50	97.30	145.95
ENGINEERING AIDE III	84.10	81.60	6,862.56
Totals	107.60		8,442.91
<b>Total Labor</b>			<b>8,442.91</b>

Billing Limits	Current	Prior	To-Date
Total Billings	8,442.91	4,871.52	13,314.43
Limit			21,000.00
Remaining			7,685.57
<b>Total this Invoice</b>			<b>\$8,442.91</b>

**Outstanding Invoices**

Number	Date	Balance
152352	8/8/2024	4,871.52
<b>Total</b>		<b>4,871.52</b>

**RECEIVED**

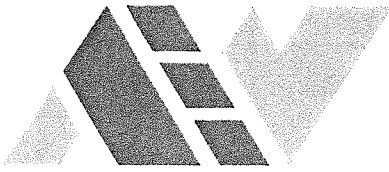
OCT 03 2024

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

PO 48399  
 # 592-537-977.000  
 OK - J.K

SS

A 9-23-24



**ANDERSON, ECKSTEIN & WESTRICK, INC.**

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

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

August 23, 2024

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

**Reference:** Final Pay Estimate - Fiscal Year End  
Hampton Rd Water Main & Resurfacing Project  
Mack to Marter  
City of Grosse Pointe Woods  
AEW Project No. 0160-0456

Dear Mr. Schmidt:

Enclosed please find the Final Construction Pay Estimate, Sworn Statement, Consent of Surety and Full Unconditional Waivers for the above referenced project. For work performed through Fiscal Year End June 30, 2024 we recommend issuing payment for the **Net Earnings this Period (see Page 1)** in the amount of **\$1,000.00** to Pamar Enterprises, Inc., 31604 Pamar Ct, New Haven, MI 48048

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

Sincerely,

Signed by:  
*Ross T. Wilberding*  
205B23CECB0242B...

Ross T. Wilberding, PE  
Project Manager

*PO 47569  
# 202-451-977.804 \$ 350.00  
# 592-537-977.300 \$ 650.00  
ok-MC  
SS 8/19/24*

cc: Frank Schulte, City Administrator  
Jim Kowalski, Director of Public Services  
Jeanne Duffy, Grosse Pointe Woods  
Susan Como, Assistant City Administrator  
Matt Biscorner, Pamar Enterprises, Inc.  
Scott Lockwood, AEW, Inc.  
Paul Antolin, Grosse Pointe Woods

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OCT 03 2024

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



## Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

8/23/2024 5:43 AM

FieldManager 5.3c

**Contract: .0160-0456, Hampton WM & HMA Resurfacing (Mack-Marter)**

<b>Estimate No.</b> 7	<b>Estimate Date</b> 6/30/2024	<b>Entered By</b> Michelle Ankawi	<b>Estimate Type</b> Final	<b>Managing Office</b> Anderson, Eckstein and Westrick, Inc.
<b>All Contract Work Completed</b> 11/2/2023	<b>Construction Started Date</b> 4/25/2023	<b>Prime Contractor</b> Pamar Enterprises, Inc. 31604 Pamar Court New Haven MI 48048		
<b>Comments</b> Current Contract Amount: \$1,506,835.05 % Completed: 100%				

### Time Charges

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

### Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0456, Hampton WM & HMA Resurfacing (Mack-Marter)	0007	\$0.00	\$0.00	\$0.00
<b>Voucher Total:</b>				<b>\$0.00</b>

### Summary

Current Voucher Total:	\$0.00	Earnings to date:	\$1,506,835.05
-Current Retainage:	(\$1,000.00)	- Retainage to date:	\$0.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
<b>Total Estimated Payment:</b>	<b>\$1,000.00</b>	Net Earnings to date:	\$1,506,835.05
		- Payments to date:	\$1,505,835.05
		<b>Net Earnings this period:</b>	<b>\$1,000.00</b>

### Estimate Certification

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

Signed by:  _____ Ross T. Wilberding, P.E.	08/23/2024 _____ (Date)
Signed by:  _____ Pamar Enterprises, Inc.	08/23/2024 _____ (Date)



## Construction Pay Estimate Amount Balance Report

Estimate: 7

8/23/2024 5:43 AM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

**Contract: .0160-0456, Hampton WM & HMA Resurfacing (Mack-Marter)**

**Project: 0160-0456, Hampton WM & HMA Resurfacing (Mack-Marter)**

**Category: 0000,**

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0005	_ Reimbursed Permit Fees	1077060	1,880.000	Dir		1,880.000	1,880.000	100%	1.00000	\$1,880.00
0010	Mobilization, Max \$55,000	1100001	1.000	LS		1.000	1.000	100%	55,000.00000	\$55,000.00
0015	Tree, Rem, 19 inch to 36 inch	2020002	8.000	Ea		8.000	8.000	100%	2,200.00000	\$17,600.00
0020	Tree, Rem, 37 inch or Larger	2020003	0.000	Ea		0.000			3,500.00000	
0025	Tree, Rem, 6 inch to 18 inch	2020004	15.000	Ea		15.000	15.000	100%	350.00000	\$5,250.00
0030	Dr Structure, Abandon	2030010	0.000	Ea		0.000			350.00000	
0035	Dr Structure, Rem	2030011	23.000	Ea		23.000	23.000	100%	650.00000	\$14,950.00
0040	Sewer, Rem, Less than 24 inch	2030015	370.500	Ft		370.500	370.500	100%	15.00000	\$5,557.50
0045	Curb and Gutter, Rem	2040020	3,577.000	Ft		3,577.000	3,577.000	100%	10.00000	\$35,770.00
0050	Pavt, Rem	2040050	165.310	Syd		165.310	165.310	100%	18.00000	\$2,975.58
0055	Sidewalk, Rem	2040055	108.330	Syd		108.330	108.330	100%	16.00000	\$1,733.28
0060	Exploratory Investigation, Vertical	2040080	0.000	Ft		0.000			65.00000	
0065	_ Driveway, Rem	2047011	706.440	Syd		706.440	706.440	100%	17.00000	\$12,009.48
0070	_ Subgrade Undercutting, Modified	2057021	0.000	Cyd		0.000			55.00000	
0075	_ Subgrade Undercutting, Special	2057021	0.000	Cyd		0.000			55.00000	
0080	Ero Con, Inlet Protection, Fabric Drop	2080020	25.000	Ea		25.000	25.000	100%	65.00000	\$1,625.00
0085	Aggregate Base	3020001	0.000	Ton		0.000			50.00000	
0090	Aggregate Base, 6 inch	3020016	993.650	Syd		993.650	993.650	100%	13.00000	\$12,917.45
0095	Aggregate Base, 11 inch	3020028	505.670	Syd		505.670	505.670	100%	20.00000	\$10,113.40
0100	Aggregate Base, Conditioning	3020050	4,881.840	Syd		4,881.840	4,881.840	100%	2.00000	\$9,763.68
0105	Maintenance Gravel	3060020	0.000	Ton		0.000			10.00000	
0110	_ Trenching, Modified	3077002	35.770	Sta		35.770	35.770	100%	500.00000	\$17,885.00
0115	Sewer, CI IV, 12 inch, Tr Det B	4020987	447.000	Ft		447.000	447.000	100%	182.00000	\$81,354.00
0120	_ Post-TV Sewer Laterals	4027050	60.000	Ea		60.000	60.000	100%	195.00000	\$11,700.00
0125	_ Pre-TV Sewer Laterals	4027050	62.000	Ea		62.000	62.000	100%	195.00000	\$12,090.00
0130	_ Sanitary Lead Repair	4027050	1.000	Ea		1.000	1.000	100%	750.00000	\$750.00
0135	_ Sewer Bulkhead, 10 inch	4027050	19.000	Ea		19.000	19.000	100%	250.00000	\$4,750.00
0140	Dr Structure Cover, Adj, Case 1	4030005	5.000	Ea		5.000	5.000	100%	800.00000	\$4,000.00
0145	Dr Structure Cover, Adj, Case 2	4030006	1.000	Ea		1.000	1.000	100%	750.00000	\$750.00

Contract: .0160-0456

Estimate: 7

Page 1 of 4





## Construction Pay Estimate Amount Balance Report

Estimate: 7

8/23/2024 5:43 AM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

**Project:** 0160-0456, Hampton WM & HMA Resurfacing (Mack-Marter)

**Category:** 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0150	Dr Structure, 24 inch dia	4030200	18.000	Ea		18.000	18.000	100%	3,200.00000	\$57,600.00
0155	Dr Structure, 48 inch dia	4030210	8.000	Ea		8.000	8.000	100%	4,500.00000	\$36,000.00
0160	Dr Structure, Tap, 12 inch	4030312	15.000	Ea		15.000	15.000	100%	550.00000	\$8,250.00
0165	_ Catch Basin Cover, Restricted, GPW	4037050	25.000	Ea		25.000	25.000	100%	600.00000	\$15,000.00
0170	_ Combined Manhole Cover, GPW	4037050	4.000	Ea		4.000	4.000	100%	600.00000	\$2,400.00
0175	_ Dr Structure Trap, 12 inch	4037050	11.000	Ea		11.000	11.000	100%	700.00000	\$7,700.00
0180	_ External Structure Wrap, 18 inch	4037050	9.000	Ea		9.000	9.000	100%	550.00000	\$4,950.00
0185	Underdrain, Subgrade, 4 inch	4040071	348.000	Ft		348.000	348.000	100%	18.00000	\$6,264.00
0190	_ Pop-Up Emitter, Storm Drain, Residential	4047050	2.000	Ea		2.000	2.000	100%	350.00000	\$700.00
0195	Pavt, Cleaning	5010001	0.000	LS		0.000			500.00000	
0200	HMA Surface, Rem	5010005	5,184.300	Syd		5,184.300	5,184.300	100%	3.50000	\$18,145.05
0205	Hand Patching	5010025	0.000	Ton		0.000			225.00000	
0210	HMA, 4EML	5012025	800.160	Ton		800.160	800.160	100%	119.45000	\$95,579.11
0215	HMA, 5EML	5012037	1,057.000	Ton		1,057.000	1,057.000	100%	123.85000	\$130,909.45
0220	_ Cold Milling Pavt	5017011	3,689.180	Syd		3,689.180	3,689.180	100%	3.75000	\$13,834.43
0225	_ Geosynthetic Paving Fabric	5017011	8,133.060	Syd		8,133.060	8,133.060	100%	4.17000	\$33,914.86
0230	_ Driveway, Nonreinf Conc, 6 inch, Modified	8017011	842.120	Syd		842.120	842.120	100%	57.00000	\$48,000.84
0235	_ Driveway, Nonreinf Conc, 8 inch, Modified	8017011	35.590	Syd		35.590	35.590	100%	68.00000	\$2,420.12
0240	Driveway Opening, Conc, Det M	8020050	96.000	Ft		96.000	96.000	100%	35.00000	\$3,360.00
0245	_ Curb and Gutter, Conc, Det F2, Modified	8027001	3,504.400	Ft		3,504.400	3,504.400	100%	25.00000	\$87,610.00
0250	Detectable Warning Surface	8030010	70.000	Ft		70.000	70.000	100%	90.00000	\$6,300.00
0255	Curb Ramp Opening, Conc	8030030	0.000	Ft		0.000			65.00000	
0260	Sidewalk, Conc, 4 inch	8030044	1,627.200	Sft		1,627.200	1,627.200	100%	6.00000	\$9,763.20
0265	Sidewalk, Conc, 6 inch	8030046	82.800	Sft		82.800	82.800	100%	7.00000	\$579.60
0270	Sidewalk, Conc, 8 inch	8030048	0.000	Sft		0.000			8.00000	
0275	Curb Ramp, Conc, 4 inch	8032001	736.950	Sft		736.950	736.950	100%	26.00000	\$19,160.70
0280	_ Curb Ramp, Conc, 8 inch	8037010	714.020	Sft		714.020	714.020	100%	28.00000	\$19,992.56



## Construction Pay Estimate Amount Balance Report

Estimate: 7

8/23/2024 5:43 AM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

**Project: 0160-0456, Hampton WM & HMA Resurfacing (Mack-Marter)**

**Category: 0000,**

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0285	_ Traffic Control, Minor Street	8127051	1.000	LS		1.000	1.000	100%	48,000.00000	\$48,000.00
0290	_ Proposed Trees	8157050	28.000	Ea		28.000	28.000	100%	500.00000	\$14,000.00
0295	Sodding	8160055	3,306.690	Syd		3,306.690	3,306.690	100%	5.00000	\$16,533.45
0300	Topsoil Surface, Furn, 3 inch	8160061	2,175.560	Syd		2,175.560	2,175.560	100%	6.00000	\$13,053.36
0305	Water, Sodding/Seeding	8160090	0.000	Unit		0.000			15.00000	
0310	_ Staking First Row of Sod	8167001	2,888.000	Ft		2,888.000	2,888.000	100%	2.00000	\$5,776.00
0315	Gate Valve, 8 inch	8230062	0.000	Ea		0.000			5,000.00000	
0320	Gate Well, Abandon	8230075	0.000	Ea		0.000			150.00000	
0325	Gate Well, Rem	8230076	0.000	Ea		0.000			200.00000	
0330	Hydrant, Rem	8230091	0.000	Ea		0.000			550.00000	
0335	Water Main, 8 inch, Cut and Plug	8230132	0.000	Ea		0.000			550.00000	
0340	Water Main, DI, 8 inch, Tr Det G	8230156	0.000	Ft		0.000			280.00000	
0345	Water Serv	8230240	1.000	Ea		1.000	1.000	100%	1,500.00000	\$1,500.00
0350	Water Serv, Long	8230245	1.000	Ea		1.000	1.000	100%	2,800.00000	\$2,800.00
0355	Gate Well, 60 inch dia	8230360	0.000	Ea		0.000			5,000.00000	
0360	Water Shutoff, Adj, Case 2	8230422	0.000	Ea		0.000			250.00000	
0365	_ Irrigation Pipe	8237001	373.000	Ft		373.000	373.000	100%	6.50000	\$2,424.50
0370	_ Water Main, HDPE, DR 11, 8 inch, Pipe Bu rst	8237001	0.000	Ft		0.000			280.00000	
0375	_ Fire Hydrant Assembly	8237050	0.000	Ea		0.000			11,500.00000	
0380	_ Gate Well Cover, GPW	8237050	0.000	Ea		0.000			500.00000	
0385	_ Sprinkler Head	8237050	72.000	Ea		72.000	72.000	100%	95.00000	\$6,840.00
0390	_ Sprinkler Head, Adj	8237050	0.000	Ea		0.000			50.00000	
0395	_ Water Main Connection, 8 inch	8237050	1.000	Ea		1.000	1.000	100%	7,500.00000	\$7,500.00
0400	_ Water Serv, Modified	8237050	0.000	Ea		0.000			550.00000	
0405	_ Water Serv, Special	8237050	2.000	Ea		2.000	2.000	100%	8,800.00000	\$17,600.00
0410	_ Temporary Water Service	8237051	1.000	LS		1.000	1.000	100%	55,000.00000	\$55,000.00
0415	_ Audio Visual Record of Construction Area	8507051	1.000	LS		1.000	1.000	100%	870.00000	\$870.00
0420	_ Rubbish Pickup	8507051	1.000	LS		1.000	1.000	100%	100.00000	\$100.00

Contract: .0160-0456

Estimate: 7

Page 3 of 4



# Construction Pay Estimate Amount Balance Report

Estimate: 7

8/23/2024 5:43 AM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

Project: 0160-0456, Hampton WM & HMA Resurfacing (Mack-Marter)

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0425	_ Cost Adjustment for Water Main Scope Reduction	1027051		LS	1.000	1.000	1.000	100%	178,479.45000	\$178,479.45
0430	_ Sanitary Lateral Repair	4027050	15.000	Ea		15.000	15.000	100%	12,500.00000	\$187,500.00
<b>Subtotal for Category 0000:</b>										<b>1506835.05</b>
<b>Subtotal for Project 0160-0456:</b>										<b>1506835.05</b>

Percentage of Contract Completed(curr): 100%  
(total earned to date / total of all authorized work)

Total Amount Earned This Estimate: \$0.00  
Total Amount Earned To Date: \$1,506,835.05

# AIA® Document G707™ – 1994

## Consent Of Surety to Final Payment

Bond No.: 107798217

PROJECT: *(Name and address)*  
**Hampton Road Water Main and Resurfacing - AEW Project No. 0160-0456**

ARCHITECT'S PROJECT NUMBER:  
CONTRACT FOR: **Construction**

OWNER:   
ARCHITECT:   
CONTRACTOR:   
SURETY:   
OTHER:

TO OWNER: *(Name and address)*  
**City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236-2397**

CONTRACT DATED: **3/6/2023**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the *(Insert name and address of Surety)*

**Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183**

on bond of  
*(Insert name and address of Contractor)*

**Pamar Enterprises, Inc.  
31604 Pamar Court  
New Haven, MI 48048**

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to *(Insert name and address of Owner)*

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

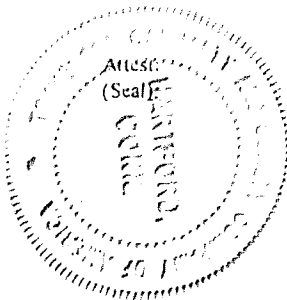
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **12 July 2024**  
*(Insert in writing the month followed by the numeric date and year.)*

**Travelers Casualty and Surety Company of America**  
*(Surety)*

  
*(Signature of authorized representative)*

**Holly Nichols, Attorney-in-Fact**  
*(Printed name and title)*







Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY


**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Nicholas Ashburn, Anne M Barick, Robert D Heuer, Paul Hurley, Michael D Lechner, Mark Madden, Richard S McGregor, and Holly Nichols of Rochester Hills, Michigan, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

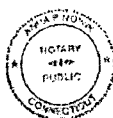
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

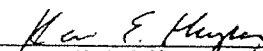
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

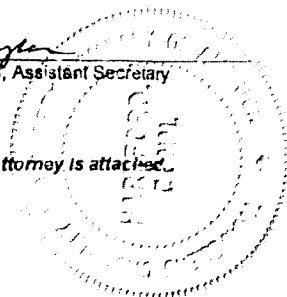
I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12th day of July, 2024



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



**SWORN STATEMENT**

STATE OF MICHIGAN )  
 ) SS  
 COUNTY OF MACOMB )

Brian Olesky, being duly sworn, deposes and says:  
 That he/she makes the Sworn Statement on behalf of Pamar Enterprises, Inc. who is the contractor for an improvement to the following described real property situated in Wayne County, State of Michigan and described as follows:

**833-23 Grosse Pointe Woods - Hampton Rd WM**

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for:

NAME OF SUBCONTRACTOR SUPPLIER OR LABORER	TYPE OF IMPROVEMENT FURNISHED	TOTAL CONTRACT PRICE	AMOUNT ALREADY PAID	AMOUNT CURRENTLY OWING	BALANCE TO COMPLETE	AMOUNT OF LABORER WAGES DUE BUT UNPAID	LABORER FRINGE BENEFITS AND WITHHOLDING DUE BUT UNPAID
Al's Asphalt Paving Co, Inc	Subcontractor	\$ 262,653.42	\$ 262,653.42	\$ -			
American Pavement Sawing, LLC	Subcontractor	\$ 1,241.29	\$ 1,241.29	\$ -			
Aqua Turf Irrigation & Snow Services, LLC	Subcontractor	\$ 5,184.28	\$ 5,184.28	\$ -			
EJ USA, Inc	Supplier	\$ 24,994.71	\$ 24,994.71	\$ -			
ETNA Supply	Supplier	\$ 116,566.03	\$ 116,566.03	\$ -			
Finishing Touch Photo & Video	Subcontractor	\$ 870.00	\$ 870.00	\$ -			
GM & Sons, Inc	Subcontractor	\$ 171,247.85	\$ 171,247.85	\$ -			
Kogelmann's Creek-Side Sod Farm, Inc	Supplier	\$ 12,573.88	\$ 12,573.88	\$ -			
Mack Industries	Supplier	\$ 15,861.84	\$ 15,861.84	\$ -			
Marine City Nursery Co	Subcontractor	\$ 21,000.00	\$ 21,000.00	\$ -			
Owen Tree Service, Inc	Subcontractor	\$ 21,350.00	\$ 21,350.00	\$ -			
Pipetek Infrastructure Services	Subcontractor	\$ 24,181.20	\$ 24,181.20	\$ -			
Recycled Aggregates	Supplier	\$ 1,537.04	\$ 1,537.04	\$ -			
State Barricades, Inc	Subcontractor	\$ 6,931.98	\$ 6,931.98	\$ -			
Sylvania Minerals	Supplier	\$ 7,083.74	\$ 7,083.74	\$ -			
Tennile Creek Excavating, LLC	Subcontractor	\$ 51,500.00	\$ 51,500.00	\$ -			
All other stock materials, labor and fringes are paid in full thru date below.							
Sworn Statement as of	7/10/2024						

(Some columns are not applicable to all persons listed)

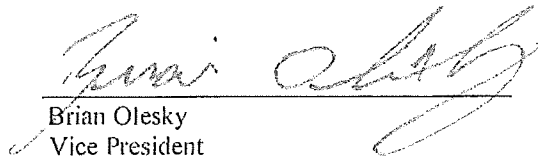
Continued on Page 2.

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement.

I make this statement as the (contractor) (subcontractor) or as \_\_\_\_\_ of the (contractor) (subcontractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under section 109 of the construction lien act, 1980 PA497, MCL 570.1109.


**WARNING TO OWNER OR LESSEE:** AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109, TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

  
Brian Olesky  
Vice President

Subscribed and sworn to before me this

11TH day of JUNE, 2024

  
\_\_\_\_\_  
Notary Public

Macomb County, Michigan

My commission expires: 07-25-2025

SARAH MOSCRIP  
Notary Public, State of Michigan  
County of St. Clair  
My Commission Expires 07-25-2025  
Acting in the County of MACOMB



I/we have a contract with Pamar Enterprises, Inc. to provide certain labor and/or materials for the improvement to the property described as: *833-23 Grosse Pointe Woods - Hampton Rd Water Main*

(CHECK ONE)

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ 26,265.34 for labor/materials provided through: 10/24/2023 . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ 26,265.34 for labor/materials provided through: 10/24/2023 . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**FULL UNCONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 262,653.42
2. Amount paid pursuant to previous Waivers:	\$ 236,388.08
3. Amount paid pursuant to this Waiver:	\$ 26,265.34
4. Amount remaining unpaid:	\$ 0.00

Al's Asphalt Paving Co, Inc  
25500 Brest Road  
Taylor, Michigan 48180

EDWARD  
Signature: SWANSON  
Its: PRESIDENT  
Date: 10/30/23  
Digitally signed by EDWARD SWANSON  
Date: 2023.10.30  
12:18:44 -04'00'





I/we have a contract with Pamar Enterprises, Inc. to provide certain labor and/or materials for the improvement to the property described as: 833-23 Grosse Pointe Woods - Hampton Rd Water Main

(CHECK ONE)

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ 1,241.29 for labor/materials provided through: 04/09/2024 . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ 1,241.29 for labor/materials provided through: 04/09/2024 . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**FULL UNCONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

STATEMENT

1. Total Invoiced amount (as adjusted to date):	\$ 1,241.29
2. Amount paid pursuant to previous Waivers:	\$ 0.00
3. Amount paid pursuant to this Waiver:	\$ 1,241.29
4. Amount remaining unpaid:	\$ 0.00

American Pavement Sawing, LLC

32840 Manor Park Drive  
Garden City, Michigan 48135

Signature: Jim Siger  
Its: Job Site Manager  
Date: 4-18-24



I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **833-23 Grosse Pointe Woods - Hampton Rd Water Main**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 5,184.28** for labor/materials provided through: **08/31/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 5,184.28** for labor/materials provided through: **08/31/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**FULL UNCONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 5,184.28
2. Amount paid pursuant to previous Waivers:	\$ 0.00
3. Amount paid pursuant to this Waiver:	\$ 5,184.28
4. Amount remaining unpaid:	\$ 0.00

Aqua Turf Irrigation and Snow Services  
78 Homestead Lane  
Imlay City, Michigan 48444

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

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

9/23/23



I/we have a contract with Pamar Enterprises, Inc. to provide certain labor and/or materials for the improvement to the property described as: *833-23 Grosse Pointe Woods - Hampton Rd Water Main*

(CHECK ONE)

**PARTIAL CONDITIONAL WAIVER**  
I hereby waive my/our construction lien to the amount of \$ *0.00* for labor/materials provided through: *07/05/2024*. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**  
I hereby waive my/our construction lien to the amount of \$ *0.00* for labor/materials provided through: *07/05/2024*. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**  
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**FULL UNCONDITIONAL WAIVER**  
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total invoiced amount (as adjusted to date):	\$ 24,994.71
2. Amount paid pursuant to previous Waivers:	\$ 24,994.71
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

EJ USA, Inc  
P.O. Box 644873  
Pittsburgh, Pennsylvania 15264-4873

Signature: *Daniel VanLoon*  
Its: *Credit Manager*  
Date: *07/08/24*



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with Pamar Enterprises, Inc. to provide certain labor and/or materials for the Improvement to the property described as: *833-23 Grosse Pointe Woods - Hampton Rd Water Main*

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ *0.00* for labor/materials provided through: *01/11/2024*. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract Improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ *0.00* for labor/materials provided through: *01/11/2024*. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract Improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**FULL UNCONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 116,566.03
2. Amount paid pursuant to previous Waivers:	\$ 116,566.03
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

ETNA Supply  
P.O. Box 772107  
Detroit, Michigan 48277-2107

Signature: *[Handwritten Signature]*  
Its: *Credit*  
Date: *1/11/24*



I/we have a contract with Pamar Enterprises, Inc. to provide certain labor and/or materials for the improvement to the property described as: *833-23 Grosse Pointe Woods - Hampton Rd Water Main*

(CHECK ONE)

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ 870.00 for labor/materials provided through: 05/18/2023 . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ 870.00 for labor/materials provided through: 05/18/2023 . This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**FULL UNCONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 870.00
2. Amount paid pursuant to previous Waivers:	\$ 0.00
3. Amount paid pursuant to this Waiver:	\$ 870.00
4. Amount remaining unpaid:	\$ 0.00

Finishing Touch Photo & Video  
25095 25 Mile Road  
Chesterfield, Michigan 48051

Cynthia  
Signature: Hurley  
Digitally signed by  
Cynthia Hurley  
Date: 2023.06.09  
14:08:10 -04'00'  
Its: President  
Date: 6/9/23



**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with Pamar Enterprises, Inc. to provide certain labor and/or materials for the improvement to the property described as: **833-23 Grosse Pointe Woods - Hampton Rd Water Main**

(CHECK ONE)

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ **25,011.22** for labor/materials provided through: **12/01/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ **25,011.22** for labor/materials provided through: **12/01/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**FULL UNCONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.


If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

STATEMENT

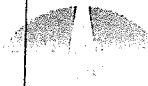
1. Total Invoiced amount (as adjusted to date):	\$ 171,247.85
2. Amount paid pursuant to previous Waivers:	\$ 146,236.63
3. Amount paid pursuant to this Waiver:	\$ 25,011.22
4. Amount remaining unpaid:	\$ 0.00

GM & Sons, Inc  
46900 West Road  
Novi, Michigan 48377

Signature: 

Its: Vice President

Date: 12/19/23



**Pamar Enterprises,**  
58021 Road, New Liberty, NY 13018

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **833-23 Grosse Pointe Woods - Hampton Rd Water Main**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 0.00** for labor/materials provided through: **07/05/2024**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 0.00** for labor/materials provided through: **07/05/2024**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**FULL UNCONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.


If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 12,573.88
2. Amount paid pursuant to previous Waivers:	\$ 12,573.88
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

Kogelmann's Creek-Side Sod Farm  
20820 26 Mile Road  
Macomb, Michigan 48042

Signature:   
Its: Carlos Hoge  
Date: 7/9/24



I/we have a contract with Pamar Enterprises, Inc. to provide certain labor and/or materials for the improvement to the property described as: *833-23 Grosse Pointe Woods - Hampton Rd Water Main*

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**  
I hereby waive my/our construction lien to the amount of \$ *0.00* for labor/materials provided through: *07/05/2024*. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**  
I hereby waive my/our construction lien to the amount of \$ *0.00* for labor/materials provided through: *07/05/2024*. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**  
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**FULL UNCONDITIONAL WAIVER**  
Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

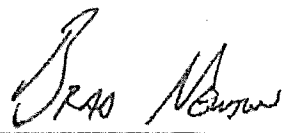
If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 15,861.84
2. Amount paid pursuant to previous Waivers:	\$ 15,861.84
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

Mack Industries, Inc  
8265 White Lake Road  
White Lake, Michigan 48386

Signature:   
Its: Credit Manager  
Date: 7/5/24





**Pamar Enterprises, Inc.**  
58021 Gratiot, New Haven, MI 48048

I/we have a contract with Pamar Enterprises, Inc. to provide certain labor and/or materials for the improvement to the property described as: *833-23 Grosse Pointe Woods - Hampton Rd Water Main*

(CHECK ONE)

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ *2,100.00* for labor/materials provided through: *11/24/2023*. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ *2,100.00* for labor/materials provided through: *11/24/2023*. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**FULL UNCONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

STATEMENT

1. Total invoiced amount (as adjusted to date):	\$ 21,000.00
2. Amount paid pursuant to previous Waivers:	\$ 18,900.00
3. Amount paid pursuant to this Waiver:	\$ 2,100.00
4. Amount remaining unpaid:	\$ 0.00

Marine City Nursery Co  
P.O. Box 189  
Marine City, Michigan 48039

Signature: *Dominic DiStefano*  
Its: Controller  
Date: 12/19/23



I/we have a contract with Pamar Enterprises, Inc. to provide certain labor and/or materials for the improvement to the property described as: *833-23 Grosse Pointe Woods - Hampton Rd Water Main*

(CHECK ONE)

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ 0.00 for labor/materials provided through: *03/18/2024*. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ 0.00 for labor/materials provided through: *03/18/2024*. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**FULL UNCONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

STATEMENT

1. Total Invoiced amount (as adjusted to date):	\$ 21,350.00
2. Amount paid pursuant to previous Waivers:	\$ 21,350.00
3. Amount paid pursuant to this Waiver:	\$ 0.00
4. Amount remaining unpaid:	\$ 0.00

Owen Tree Service, Inc  
225 North George Lake Road  
Attica, Michigan 48412

Signature: *Randy J. Owen*  
Its: President  
Date: 4/20/2024



I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **833-23 Grosse Pointe Woods - Hampton Rd Water Main**

**(CHECK ONE)**

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 3,979.95** for labor/materials provided through: **11/24/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of **\$ 3,979.95** for labor/materials provided through: **11/24/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**FULL UNCONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 24,181.20
2. Amount paid pursuant to previous Waivers:	\$ 20,201.25
3. Amount paid pursuant to this Waiver:	\$ 3,979.95
4. Amount remaining unpaid:	\$ 0.00

Pipetek Infrastructure Services, LLC  
15155 Fogg Street  
Plymouth, Michigan 48170

Digitally signed by Paul Paradis  
Paradis  
Date: 2023.12.18 18:24:56 -05'00'  
**Signature: Paul Paradis**  
\_\_\_\_\_  
Its: Operations Manager  
\_\_\_\_\_  
Date: 12/18/23  
\_\_\_\_\_



# Great Lakes Aggregates Companies

Sylvania Minerals • Recycled Aggregates

PO Box 406 ♦ 5699 Ready Road ♦ South Rockwood, MI 48179 ♦ Phone 734-783-7400

## FULL UNCONDITIONAL WAIVER

My/our contract with Pamar Enterprises, Inc  
(Other Contracting Party)

To provide Crushed Material

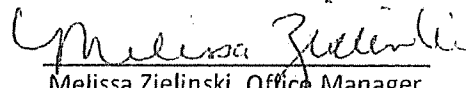
For the improvement to the property described as:

833-23 - GPW - Hampton Rd WM

Having been fully paid and satisfied, all my/our construction lien rights against subject property are hereby waived and released.

If the owner of lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us. The owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally to verify that it is authentic.

Recycled Aggregates, LLC

  
Melissa Zielinski, Office Manager  
(Signature of Lien Claimant)

Signed On: July 9, 2024

Address: 5699 Ready Road, PO Box 406  
South Rockwood, MI 48179  
Telephone: (734) 783-7416  
Fax: (734) 379-0311

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY



State Barricades, Inc.  
13021 Coopers, New Haven, Md 28092

I/we have a contract with **Pamar Enterprises, Inc.** to provide certain labor and/or materials for the improvement to the property described as: **833-23 Grosse Pointe Woods - Hampton Rd Water Main**

(CHECK ONE)

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ **700.20** for labor/materials provided through: **11/24/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ **700.20** for labor/materials provided through: **11/24/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**FULL UNCONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 6,931.98
2. Amount paid pursuant to previous Waivers:	\$ 6,231.78
3. Amount paid pursuant to this Waiver:	\$ 700.20
4. Amount remaining unpaid:	\$ 0.00

State Barricades, Inc  
24806 Industrial Drive  
Warren, Michigan 48089

Signature: Courtney Boachard

Its: Secretary

Date: 12/19/2023



# Great Lakes Aggregates Companies

Sylvania Minerals • Recycled Aggregates

PO Box 406 ♦ 5699 Ready Road ♦ South Rockwood, MI 48179 ♦ Phone 734-783-7400

## FULL UNCONDITIONAL WAIVER

My/our contract with Pamar Enterprises, Inc  
(Other Contracting Party)

To provide Aggregate Material

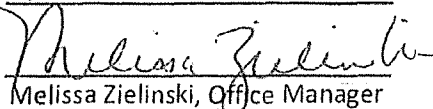
For the improvement to the property described as:

833-23 - GPW - Hampton Rd WM

Having been fully paid and satisfied, all my/our construction lien rights against subject property are hereby waived and released.

If the owner of lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us. The owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally to verify that it is authentic.

Sylvania Minerals, LLC

  
Melissa Zielinski, Office Manager  
(Signature of Lien Claimant)

Signed On: July 9, 2024

Address: 5699 Ready Road, PO Box 406  
South Rockwood, MI 48179

Telephone: (734) 783-7416

Fax: (734) 379-0311

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY



**Pamar Enterprises, Inc.**  
53021 Gratiot, New Haven, MI 48048

I/we have a contract with Pamar Enterprises, Inc. to provide certain labor and/or materials for the improvement to the property described as: **833-23 Grosse Pointe Woods - Hampton Rd Water Main**

(CHECK ONE)

**PARTIAL CONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ **5,150.00** for labor/materials provided through: **11/24/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract Improvement provided through the date shown. This Waiver is conditioned on actual payment of the amount shown.

**PARTIAL UNCONDITIONAL WAIVER**

I hereby waive my/our construction lien to the amount of \$ **5,150.00** for labor/materials provided through: **11/24/2023**. This Waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for Contract Improvement provided through the date shown.

**FULL CONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**FULL UNCONDITIONAL WAIVER**

Having been fully paid and satisfied, all my/our construction lien rights against such property and/or claims against any surety on any payment bonds are hereby waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, the owner, lessee, or designee, may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

**STATEMENT**

1. Total invoiced amount (as adjusted to date):	\$ 51,500.00
2. Amount paid pursuant to previous Waivers:	\$ 46,350.00
3. Amount paid pursuant to this Waiver:	\$ 5,150.00
4. Amount remaining unpaid:	\$ 0.00

Ten Mile Creek Excavating, LLC  
407 East Fort Street Suite 407  
Detroit, MI 48226

Signature:   
Its: CEO  
Date: 11/19/24

**Certificate Of Completion**

Envelope Id: 7BD44E9190354CA5BFE8D6727B64A9CF  
Subject: 0160-0456 Final Estimate - Hampton WM & HMA Resurfacing  
Source Envelope:  
Document Pages: 26 Signatures: 3  
Certificate Pages: 6 Initials: 0  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
Michelle Ankawi  
51301 Schoenherr Road  
Shelby Township, MI 48315  
mankawi@aewinc.com  
IP Address: 76.139.197.27

**Record Tracking**

Status: Original  
8/23/2024 7:43:00 AM  
Holder: Michelle Ankawi  
mankawi@aewinc.com

Location: DocuSign

**Signer Events**

Matt Biscomer  
matt@pamarenterprises.com  
Security Level: Email, Account Authentication  
(None)

**Signature**

Signed by:  
*Matt Biscomer*  
F6A4CCEE3AA14D4...

**Timestamp**

Sent: 8/23/2024 7:46:48 AM  
Viewed: 8/23/2024 8:13:50 AM  
Signed: 8/23/2024 8:14:32 AM

Signature Adoption: Pre-selected Style  
Using IP Address: 173.167.13.53

**Electronic Record and Signature Disclosure:**  
Accepted: 8/23/2024 8:13:50 AM  
ID: f0904d6a-ad4f-4fb1-83a6-af7842c58aee

Ross T. Wilberding  
rwilberding@aewinc.com  
Anderson, Eckstein & Westrick, Inc.  
Security Level: Email, Account Authentication  
(None)

Signed by:  
*Ross T. Wilberding*  
205B23CECB0242B...

Sent: 8/23/2024 8:14:33 AM  
Viewed: 8/23/2024 8:44:23 AM  
Signed: 8/23/2024 8:44:44 AM

Signature Adoption: Pre-selected Style  
Using IP Address: 24.192.111.34

**Electronic Record and Signature Disclosure:**  
Accepted: 8/23/2024 8:44:23 AM  
ID: 37def11f-bd05-4da6-918a-59d18b636a00

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Steven Schmidt  
sschmidt@gpwmi.us  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 8/23/2024 8:44:47 AM  
Viewed: 9/16/2024 10:29:44 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



**Carbon Copy Events**

Frank Schulte  
fschulte@gpwmi.us  
City Administrator  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 8/31/2024 7:46:29 AM  
ID: 1c4bcf3e-ccda-4650-a81f-34f57625983d

**Status**

**COPIED**

**Timestamp**

Sent: 8/23/2024 8:44:48 AM  
Viewed: 8/23/2024 1:03:37 PM

Jim Kowalski  
JKowalski@gpwmi.us  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 8/23/2024 8:44:49 AM

Jeanne Duffy  
jduffy@gpwmi.us  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 8/23/2024 8:44:50 AM  
Viewed: 9/16/2024 10:30:27 AM

Susan Como  
SComo@gpwmi.us  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 7/12/2023 10:52:55 AM  
ID: 136c6320-3932-4b91-be64-8c46ed79a323

**COPIED**

Sent: 8/23/2024 8:44:51 AM

Scott P. Lockwood  
slockwood@aewinc.com  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 11/16/2023 11:14:08 AM  
ID: 7d708873-68dd-445e-bd32-1508f703ff93

**COPIED**

Sent: 8/23/2024 8:44:52 AM

Paul Antolin  
pantolin@gpwmi.us  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 8/23/2024 8:44:53 AM  
Viewed: 8/26/2024 9:24:09 AM

Gail Dubay  
gdubay@aewinc.com  
Administrative Assistant  
Anderson, Eckstein & Westrick, Inc.  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 8/23/2024 8:44:54 AM

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent  
Certified Delivered

Hashed/Encrypted  
Security Checked

8/23/2024 7:46:49 AM  
8/23/2024 8:44:23 AM

**Envelope Summary Events**

Signing Complete  
Completed

**Status**

Security Checked  
Security Checked

**Timestamps**

8/23/2024 8:44:44 AM  
8/23/2024 8:44:54 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Anderson, Eckstein & Westrick, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Anderson, Eckstein & Westrick, Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [aewadmin@aewinc.com](mailto:aewadmin@aewinc.com)

**To advise Anderson, Eckstein & Westrick, Inc. of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [aewadmin@aewinc.com](mailto:aewadmin@aewinc.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Anderson, Eckstein & Westrick, Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [aewadmin@aewinc.com](mailto:aewadmin@aewinc.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Anderson, Eckstein & Westrick, Inc.**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [aewadmin@aewinc.com](mailto:aewadmin@aewinc.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Anderson, Eckstein & Westrick, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Anderson, Eckstein & Westrick, Inc. during the course of your relationship with Anderson, Eckstein & Westrick, Inc..



MCKENNA

HEADQUARTERS  
235 East Main Street  
Suite 105  
Northville, Michigan 48167

O 248.596.0920  
F 248.596.0930  
MCKA.COM

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

September 21, 2024  
Invoice No: 21849 - 95

Project 21849 Grosse Pointe Woods Building Services

**Professional Services from August 1, 2024 to August 31, 2024**

Building Department Services - 85% of Revenue

**Contract Amount**

Number of Permit Revenue	59,223.00
Fee Each	.85
Total Fee	50,339.55

**Total Fee \$50,339.55**

Vehicle Credit (500.00)

**Total (\$500.00)**

General Zoning/Administration

General Zoning/Administration professional services.

	Hours	Amount
Senior Principal Planner	2.00	
Associate Planner	19.25	
Assistant Planner	1.00	
<b>Total</b>		0.00

**Invoice Total \$49,839.55**

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

RECEIVED

OCT 03 2024

101-371-819,000

SS  
PJ

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



MCKENNA

HEADQUARTERS  
235 East Main Street  
Suite 105  
Northville, Michigan 48167

O 248.596.0920  
F 248.596.0930  
MCKA.COM

September 9, 2024

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

Invoice No: 22-064 - 31

Project 22-064 Grosse Pointe Woods Planning Services  
Professional Services from August 1, 2024 to August 31, 2024

Professional Hourly Services

	Hours	Rate	Amount
Senior Principal Planner			
	1.00	120.00	120.00
Analyze Sunningdale Park lot split / development feasibility.			
Associate Planner			
	.25	90.00	22.50
Address questions about 20419 Mack.			
	2.50	90.00	225.00
Prepare mailing list for Master Plan. Prepare plot plan checklist.			
<b>Total</b>			<b>\$367.50</b>

REVIEW SERVICES

20100 Mack Avenue Sign Review

	Hours	Rate	Amount
Associate Planner			
	3.50	90.00	315.00
Assistant Planner			
	3.75	85.00	318.75
<b>Total</b>			<b>\$633.75</b>
<b>Invoice Total</b>			<b>\$1,001.25</b>

Outstanding Invoices

Number	Date	Balance
30	8/26/2024	2,018.98
<b>Total</b>		<b>\$2,018.98</b>

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

RECEIVED

OCT 03 2024

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

101-371-818.000

SS  
FS



Plante & Moran, PLLC  
 1098 Woodward Avenue  
 Detroit, MI 48226  
 Tel: +1 (248) 352-2500

INVOICE

City of Grosse Pointe Woods  
 20025 Mack Plaza Drive  
 Grosse Pte. Woods, MI 48236  
 United States of America

Date: 09/28/2024  
 Client No: 64954  
 Invoice No: 10315643  
 Page: 1

For Professional Services Rendered

Progress bill for services rendered in connection with the June 30, 2024 financial statement audit

City Audit	41,000.00
Court Audit	4,000.00
<b>Balance Due</b>	<u><u>\$45,000.00 USD</u></u>

RECEIVED

OCT 03 2024

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

101-193-818.000 -\$20,000  
 101-286-818.000 -\$4,000  
 202-530-818.000 \$3,000  
 203-530-818.000 \$3,000  
 226-528-818.000 \$3,000  
 365-907-818.000 \$3,000  
 592-536-818.000 \$3,000  
 661-534-818.000 \$3,000  
 667-210-818.000 \$3,000

SS  
 FB 10-2-24

Remittance Information:

Check:

Plante & Moran PLLC  
 16060 Collections Center  
 Drive  
 Chicago, IL 60693

Bank  
 Routing/ABA#  
 Bank Address  
 Account Number  
 Account Name

Wire Transfer:

Bank of America  
 026009593  
 222 Broadway  
 New York, NY 10038  
 9890996003  
 Plante & Moran, PLLC

ACH:

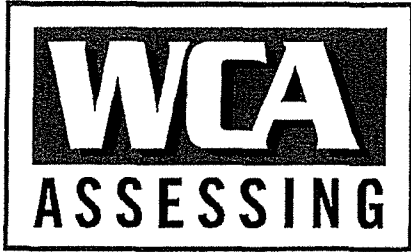
Bank of America  
 071000039  
 100 North Tryon Street  
 Charlotte, NC 28202  
 9890996003  
 Plante & Moran, PLLC

Client Payment Portal:

<https://www.plantemoran.com/client-payment-portal>







September 17, 2024

Invoice 091724

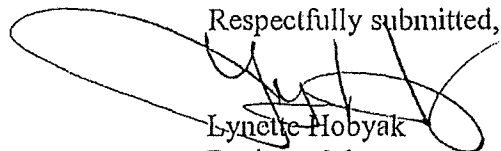
City of Grosse Pointe Woods  
Accounts Payable  
20025 Mack  
Grosse Pointe Woods, MI 48236

RE: October 2024 Services

---

**For contract assessing services rendered:**  
Contract Fee (\$90,413 ÷12)..... \$ 7,534.41

**TOTAL AMOUNT DUE** ..... **\$ 7,534.41**

Respectfully submitted,  
  
Lynette Hobyak  
Business Manager

SS  
SC 9/19/24

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

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

RECEIVED

OCT 03 2024

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

# York, Dolan & Tomlinson, P.C.

# INVOICE

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

Invoice # 227  
Date: 10/02/2024  
Due On: 11/01/2024

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

## 00008-City of Grosse Pointe Woods

### Prosecutions

Type	Date	Notes	Quantity	Rate	Total
Service	09/03/2024	TC w/ Atty Nadeau	0.20	\$155.00	\$31.00
Service	09/03/2024	P v Cooper - Rec and Rev Opinion and Order; Email Administration; Email Complainants	1.00	\$155.00	\$155.00
Service	09/04/2024	Prepare and attend municipal prosecutions	2.50	\$155.00	\$387.50
Service	09/04/2024	Rec and Rev email from DPS re: firearms return; Conf. w/ DB	0.40	\$155.00	\$62.00
Service	09/10/2024	Research; Dictate Affidavit and Search Warrant for 1310 N Renaud; Review and revise	1.70	\$155.00	\$263.50
Service	09/10/2024	P v Jordan - Review ROA; TC to 36th District	0.40	\$155.00	\$62.00
Service	09/11/2024	Prepare and attend municipal prosecutions	2.40	\$155.00	\$372.00
Service	09/11/2024	Rec and Rev email from Kosanke; Rec and Rev email from Collins re: 1310 N. Renaud affidavit; Revise affidavit	0.80	\$155.00	\$124.00
Service	09/11/2024	Conference w/ Collins and DPS re: execution of search warrant at 1310 N Renaud	0.50	\$155.00	\$77.50
Service	09/16/2024	Rec and Rev emails re: 1318 N Renaud	0.40	\$155.00	\$62.00
Service	09/16/2024	P v McCray - Rec and Rev email w/ request for S/C; Review video; Reply email	0.60	\$155.00	\$93.00
Service	09/16/2024	P v Terrero - Rec and Rev email w/ request for S/C; Review video; Reply email	0.60	\$155.00	\$93.00
Service	09/17/2024	P v Maniaci - TC w/ court; Review file; Review ordinance	0.50	\$155.00	\$77.50
Service	09/17/2024	P v Cooper - Rec and Rev email from D's attorney re: stay; Research; Reply email; TC w/ D. Reed; Rec and Rev Motion for Reconsideration	1.40	\$155.00	\$217.00

Service	09/18/2024	P v Maniaci - Attend OSC Hearing in GPP municipal court; TC w/ Reed	0.80	\$155.00	\$124.00
Service	09/18/2024	P v Pace - Rec and Rev email w/ Appearance and Demand for Discovery; Email DPS	0.60	\$155.00	\$93.00
Service	09/20/2024	Rec and Rev (2) emails from court	0.20	\$155.00	\$31.00
Service	09/23/2024	P v Kellett - Rec and Rev email w/ incident report and videos w/ request for S/C; Reply email	0.70	\$155.00	\$108.50
Service	09/30/2024	P v Lipare - Rec and Rev email w/ Appearance	0.30	\$155.00	\$46.50
Service	09/30/2024	P v Allen - Rec and Rev email w/ incident reports and back up materials; Review S/C; Reply email	0.80	\$155.00	\$124.00
				<b>Subtotal</b>	<b>\$2,604.00</b>

**00049-City of Grosse Pointe Woods**

**General**

Type	Date	Notes	Quantity	Rate	Total
Service	09/03/2024	Review reports related to 1310 N Renaud	1.00	\$155.00	\$155.00
Service	09/09/2024	Attend inspection of 1310 N Renaud	0.60	\$155.00	\$93.00
Service	09/16/2024	Rec and Rev email w/ corresp requesting audit letter; Dictate; Reply email	1.00	\$155.00	\$155.00
Service	09/23/2024	Rec and Rev email re: 1301 N. Renaud from Collins and Schulte; Reply email	0.20	\$155.00	\$31.00
Service	09/26/2024	Rec and Rev email from Collins re: 1310 N Renaud	0.20	\$155.00	\$31.00
Service	09/26/2024	Rec and Rev Notice of Claim; Email from Walling	0.30	\$155.00	\$46.50
Service	09/27/2024	TC w/ Frazer re: property inspection	0.20	\$155.00	\$31.00
Service	09/27/2024	TC w/ Schulte re: Jordan	0.20	\$155.00	\$31.00
Service	09/30/2024	Research 1310 N Renaud court jurisdiction and violations	1.20	\$155.00	\$186.00
Service	09/30/2024	Attend conference w/ Administration re: 1310 N Renaud; Rec and Rev draft of violations; Revise; Reply email to Collins	2.00	\$155.00	\$310.00
Service	09/30/2024	Rec and Rev email re: 1448 Vernier; Reply email	0.20	\$155.00	\$31.00
				<b>Subtotal</b>	<b>\$1,100.50</b>

**Total**      **\$3,704.50**

### Detailed Statement of Account

#### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
227	11/01/2024	\$3,704.50	\$0.00	\$3,704.50
<b>Outstanding Balance</b>				<b>\$3,704.50</b>
<b>Total Amount Outstanding</b>				<b>\$3,704.50</b>

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

Please pay within 30 days.

101-266-801.100 \$2,604.00

101-266-801.000 1,100.50

SS

FS 10-8-24



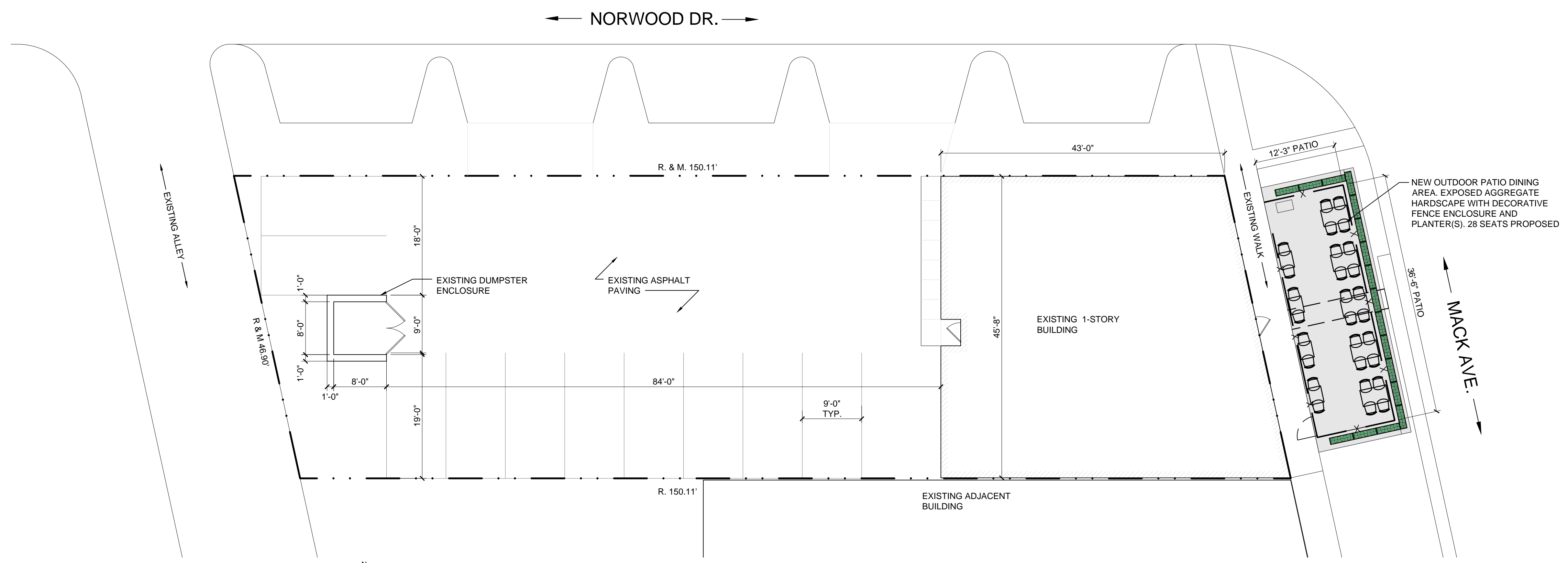
**STUCKY VITALE ARCHITECTS**  
 27172 WOODWARD AVENUE  
 ROYAL OAK, MI 48067-0925  
 P. 248.546.6700  
 F. 248.546.8454  
 WWW.STUCKYVITALE.COM

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Consultants:

**GENERAL SITE PLAN NOTES:**

1. PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:
2. CONCRETE: PORTLAND CEMENT TYPE IA (AIR-ENTRAINED) WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1 1/2 TO 3 INCHES.
3. ASPHALT: BASE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100L, 20AA; SURFACE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100T, 20AA; ASPHALT CEMENT PENETRATION GRADE 85-100, BOND COAT - MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD; MAXIMUM 2 INCH LIFT.
4. PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.
5. ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.
6. ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-S164.
7. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT EDITION.
8. ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.
9. ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.
10. CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.
11. FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKewise ARRANGE FOR ALL INSPECTION.
12. EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS.
13. EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.
14. SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.
15. ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.
16. FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 98% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.
17. ALL LANDSCAPED AREAS TO BE PROVIDED W/ SPRINKLER SYSTEMS FOR 100% COVERAGE.



**ARCHITECTURAL SITE PLAN**  
 SCALE: 1" = 10'-0"

Project :  
 20195 MACK AVE.  
 GROSSE POINTE WOODS  
 MICHIGAN, 48236

Issued for :  
 REVIEW 06.25.24  
 UPDATE 09.27.24  
 UPDATE 10.03.24

Drawn by :  
 JPM  
 Checked by :  
 JAV  
 Sheet Title :  
 SITE PLAN DETAILS

Project No. :  
 2024.135  
 Sheet No. :  
 AS100

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Consultants:

Project :

20195 MACK AVE.  
GROSSE POINTE WOODS  
MICHIGAN, 48236

Issued for :

REVIEW	06.25.24
UPDATE	09.27.24
UPDATE	10.03.24

Drawn by :

JPM

Checked by :  
JAV

Sheet Title :  
FLOOR PLAN

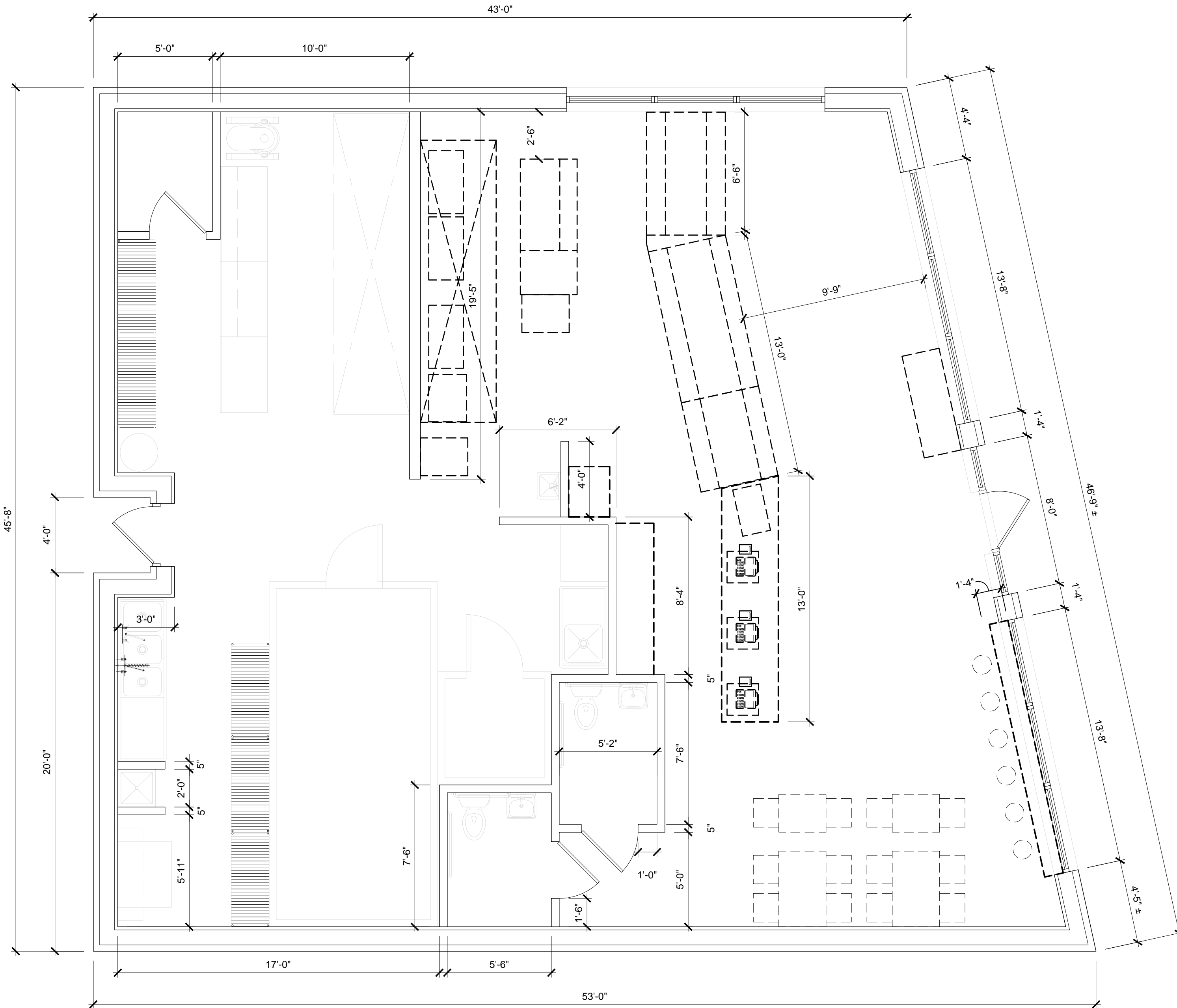
Project No. :

2024.135

Sheet No. :

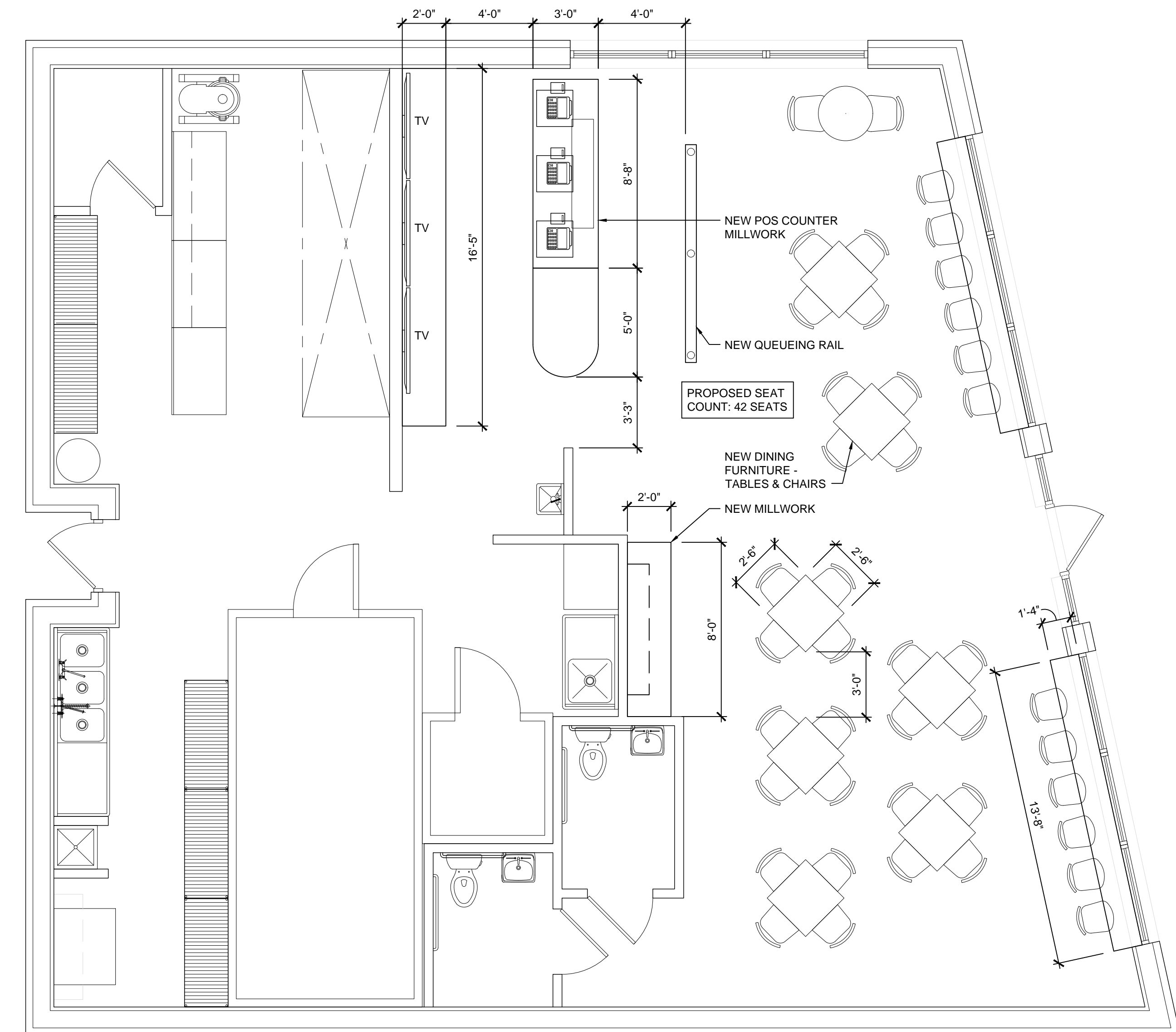
A101

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**DEMOLITION FLOOR PLAN**

SCALE: 1/4" = 1'-0"



**ARCHITECTURAL FLOOR PLAN**

SCALE: 1/4" = 1'-0"

**GENERAL FLOOR PLAN NOTES:**

- THIS DRAWING IS DIAGRAMMATIC AND SHOULD BE USED TO DETERMINE THE DESIGN INTENT. THE CONTRACTOR IS RESPONSIBLE FOR THE COMPLETE SET OF WORK AS INDICATED AND SHALL FIELD VERIFY ALL WORK, COORDINATE ALL DRAWINGS / NEW WORK AND SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DOCUMENTS BEFORE PROCEEDING. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR TAKING FULL RESPONSIBILITY AND LIABILITY FOR SAID DISCREPANCIES.
- ALL DIMENSIONS ARE SHOWN FROM FINISH FACE TO FINISH FACE OF PARTITION UNLESS OTHERWISE NOTED.
- WALL THICKNESS' ARE NOMINAL NOT ACTUAL DIMENSIONS. SEE WALL SCHEDULE FOR ACTUAL DIMENSIONS.
- ALL WOOD, INCLUDING BLOCKING, USED ON THE PROJECT SHALL BE FIRE RETARDANT TREATED.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL, STATE, COUNTY CODE REGULATIONS, O.S.H.A., AND THE AMERICAN WITH DISABILITIES ACT (ADA). REFER TO THE CODE PLAN FOR MORE INFORMATION.
- PROVIDE POSITIVE SLOPE TO ALL FLOOR DRAINS WHILE KEEPING FLOOR LEVEL AT WALL BASE CONDITION.
- PROVIDE TRANSITION STRIPS AT EACH CHANGE IN FLOOR FINISH MATERIALS.
- PAINT, PATCH AND REPAIR THE FOLLOWING TO MATCH EXISTING MATERIALS: FLOOR, WALL, AND CEILING SURFACES AS REQUIRED ADJACENT TO AREAS BEING DEMOLISHED. REFER TO DEMOLITION DRAWINGS FOR MORE INFORMATION.
- REINFORCE WALL AND PROVIDE BLOCKING AS REQUIRED TO SUPPORT WALL CABINETS AND COUNTERTOPS.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL WALL REINFORCING FOR INSTALLATION OF ACCESSORIES, COAT RACKS, CASEWORK, AND OTHER WALL MOUNTED ITEMS.
- CLEAN AND REPAIR ALL EXISTING FLOOR FINISHES AS NECESSARY.
- ALL EXPOSED PIPES, DUCTS, AND CONDUIT TO BE PAINTED TO MATCH EXISTING.
- PROVIDE CONTROL JOINTS IN GYPSUM BOARD PARTITIONS AT 30'-0" O.C. MAXIMUM AND AS INDICATED IN THE CONTRACT DOCUMENTS.
- COORDINATE WITH OWNER'S EQUIPMENT SUPPLIER FOR INSTALLATION REQUIREMENTS / LOCATIONS OF FLOOR / WALL / CEILING MOUNTED ITEMS, IE. CAMERAS, TV'S, SPEAKERS, SENSORS, SECURITY WIRING, ETC.
- CONTRACTOR SHALL CONDUCT A ROUGH ELECTRICAL INSPECTION WITH OWNER, PRIOR TO ENCLOSING WALLS, FOR THE PURPOSE OF CONFIRMING ALL J-BOX LOCATIONS FOR POWER, DATA, VOICE, SWITCH, THERMOSTAT, ETC.
- CONTRACTOR TO FILL ANY AND ALL EQUIPMENT PENETRATIONS OR DEPRESSIONS INTO OR THROUGH THE EXISTING SLAB THAT WILL NOT BE UTILIZED TO FEED NEW EQUIPMENT (I.E. ABANDONED FLOOR CORES, IMPRESSION FROM PREVIOUS EQUIPMENT FLOOR PLATE REMOVAL). PENETRATIONS SHALL BE FILLED WITH NON-SHRINK GROUT. THE SIDES OF ANY EXISTING OPENINGS SHALL BE MODIFIED/TAPERED SO THAT THEY ARE WIDER AT THE TOP THAN AT THE BOTTOM. FOR LARGE OPENINGS, PROVIDE ONE (1) #5 BAR 2" UP FROM BOTTOM OF HOLE.
- A TACTILE SIGN STATING 'EXIT' AND COMPLYING WITH ICC-A117.1 SHALL BE PROVIDED ADJACENT TO EACH DOOR TO AN 'AREA OF REFUGE', AN EXTERIOR AREA FOR ASSISTED RESCUE, AN EXIT STAIRWAY, AN EXIT RAMP, AN EXIT PASSAGEWAY, AND THE EXIT DISCHARGE.

DATE: 10/24/2024 10:58 AM PROJECT: 2024.135 SHEET: A101





September 30, 2024

*Sent Via Email*

Mayor Arthur W. Bryant  
City Council Members

**Re: Quota Liquor License Issues**

Dear Mayor Bryant and City Council Members:

At the Public Hearing on September 9, 2024, for two (2) applications for the City's one (1) remaining quota liquor license, the following questions were posed for additional research and response:

- (1) Can an available quota license held by a neighboring community be transferred to the City?
- (2) Is there a mechanism to appeal or change the number of quota licenses issued to the City?
- (3) In addition to the transfer of an available license into the City, are there other options for the creation of new Class C liquor licenses (for on-premise consumption)?

Based upon my research, and discussion with an attorney in our firm who regularly handles matters involving the Michigan Liquor Control Commission ("MLCC"), I offer the following information:

**(1) Can an available quota license held by a neighboring community be transferred to the City?**

According to the MLCC database, there is one available Class C liquor license in Grosse Pointe Shores. The license cannot be voluntarily transferred by Grosse Pointe Shores to Grosse Pointe Woods. However, an applicant could request the quota license from Grosse Pointe Shores and then request to transfer it to Grosse Pointe Woods. It is not known whether Grosse Pointe Shores would be inclined to grant that request nor is it known whether the acquisition and subsequent transfer would be approved by the MLCC.

The MLCC cannot issue another quota license to the City of Grosse Pointe Woods. The current total of eleven (11) quota licenses is based upon the 2020 Census population of 16,487. The previous 2010 Census population was 16,135. According to MCL 436.1531(1), the number of quota licenses shall not exceed more than one (1) license for each 1,500 of population or major fraction thereof.  $[16,487 \div 1,500 = 10.99]$  Stated another way, the population of the City will need to reach 17,250 in order to have 12 quota licenses.  $[17,250 \div 1,500 = 11.5]$

**(2) Is there a mechanism to appeal or change the number of quota licenses issued to the City?**

There is no mechanism to appeal the number of quota licenses stated in the law. However, if the population used by the MLCC or the quota calculation is erroneous, an appeal to the MLCC could be submitted.

**(3) In addition to the transfer of an available license into the City, are there other options for the creation of new Class C liquor licenses (for on-premise consumption)?**

It was mentioned by the City Planner at the Public Hearing that there are Redevelopment Liquor Licenses available if certain criteria are met and the process is undertaken by the applicant and the municipality. The Michigan Municipal League formulated a Fact Sheet about the two available options, the criteria, the process, and provided the application form. That information is attached. Also attached is the applicable provision of state law pertaining to quota licenses for your information.

**(4) Applicable City Code provisions which merit further consideration in view of the two (2) applicants' proposals.**

At the Public Hearing on September 9, 2024, both applicants gave presentations about their respective plans for use of the City's remaining quota liquor license. One applicant (Daily Jam GP, LLC) anticipates that alcohol sales will be a low percentage of its total sales; furthermore, its business will only be open 7:00 a.m. to 3:00 p.m. The other applicant (BCM Restaurants LLC/Lola's Tacos) proposes limited seating and anticipates that 60% of its business will be take out.

The applicants' proposals and presentations trigger further consideration of the provisions of Section 4-24 and 4-30 of the City Code, which are attached. In short, those ordinance provisions evidence a preference for full-service restaurants which encourage patrons to stay in the area longer, visit other local businesses before or after meals, and provide a catalyst for economic development in the community.

If you have any questions, please let me know.

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

*Debra A. Walling*

Debra A. Walling

DAW/skb  
Enclosure

cc: Frank Schulte, Sue Como, Brigitte Wolf



**MCL 436.1531 Public license and resort license; on-premises escrowed license; limitations and quotas; additional licenses for certain establishments; license for certain events at public university; outdoor stadium; economic development factors; exceptions as to certain veterans and airports; special state census of local governmental unit; rules; availability of transferable licenses held in escrow; on-premises escrowed or quota license; issuance of available licenses; report; hotels; escrowed specially designated distributor license; transfer; applicability of administrative rule; definitions.**

Sec. 531.

(1) The commission shall not issue a public license for the sale of alcoholic liquor for consumption on the premises if the issuance would result in more than 1 license for each 1,500 of population or major fraction of 1,500 population. An on-premises escrowed license issued under this subsection may be transferred, subject to local legislative approval under section 501(2), to an applicant whose proposed operation is located within any local governmental unit in a county in which the escrowed license was located. If the local governmental unit within which the former licensee's premises were located spans more than 1 county, an escrowed license may be transferred, subject to local legislative approval under section 501(2), to an applicant whose proposed operation is located within any local governmental unit in either county. If an escrowed license is activated within a local governmental unit other than that local governmental unit within which the escrowed license was originally issued, the commission shall count that activated license against the local governmental unit originally issuing the license. The quota under this subsection does not bar the right of an existing licensee to renew a license or transfer the license and does not bar the right of an on-premises licensee of any class to reclassify to another class of on-premises license in a manner not in violation of law or this act, subject to the consent of the commission. The upgrading of a license resulting from a request under this subsection is subject to approval by the local governmental unit having jurisdiction.

# Liquor Licenses for Redevelopment

## Introduction

Redevelopment liquor licenses became law in 2006 (PA 51 of 2006). When the law passed it was considered a victory for the many Michigan communities who had businesses that wanted to locate locally but could not acquire a liquor license.

## How to Apply

Just like all other on-premises liquor licenses, the municipality (city, village, or township) must pass a resolution approving the applicant (business owner) for the license (attached). In addition, the resolution should indicate that the approval is for an on-premises liquor license issued under MCL 436.1521a(1)(a) or MCL 436.1521a(1)(b). If the license is in the area of a Downtown Development Authority, Tax Increment Financing Authority, Corridor Improvement Authority, or Principal Shopping District, the resolution should indicate that the license should be issued under MCL 436.1521a(1)(b). If the license is in a city redevelopment project area (see below) the resolution should indicate that the license should be issued under MCL 436.1521a(1)(a). This will ensure that the Liquor Control Commission (LCC) knows what kind of liquor license is being requested.

The resolution must be forwarded to the LCC **prior to or at the same time** as the application. An application most likely will start a file for that license request. LCC staff can start accepting applications as soon as they receive this resolution from the community in support of the application and the information required in PA 501 (as follows).

The business owner then fills out an application for a liquor license. The applicant can obtain an application form for a new on-premises license by contacting the LCC licensing division at 866 813-0011 or downloading a form. There are two main forms an applicant for these licenses will need:

1. Retailer License & Permit Application (LCC-100) [www.michigan.gov/documents/lara/LCC100\\_507420\\_7.pdf](http://www.michigan.gov/documents/lara/LCC100_507420_7.pdf)
2. New On-Premises Redevelopment or Development District License Questionnaire (LCC-109b) (attached): [www.michigan.gov/documents/lara/lcc109b\\_628392\\_7.pdf](http://www.michigan.gov/documents/lara/lcc109b_628392_7.pdf)

Most license applicants will want a Class C license (for restaurants, bars, etc.). Hotels, though, may be in a different category and the applicant should discuss this with the LCC staff.

The applicant will need to demonstrate to the LCC that it has attempted to secure an on-premises escrowed license or quota license issued under section 531 of the Liquor Control Act and that one was not readily available within the local unit of government, Section 521a(9). Businesses will also have to pay a \$20,000 fee for the license when it is approved.

The Act provides for two distinct types of licenses—"Development Authority Districts" and "City Redevelopment Project Areas"—and each of these has specific requirements that must be met.

## Development Authority Districts (DDA)

The licensed business must demonstrate that it is engaged in dining, entertainment, or recreation, is open to the general public and has a seating capacity of not less than 25 persons. Section 521a(6)(c).

The applicant, in the application or after submitting the application, must establish that it has done one of the following:

- expended at least \$75,000 for the rehabilitation or restoration of the building over a period of the preceding five years, or
- committed capital investment of at least \$75,000 that will be expended for the building before the license is issued. Section 521a(6)(a).

Once the application is filed with the LCC, proof must be submitted that:

1. the applicant business is located in a development authority district (Downtown Development Authority, Tax Increment Finance Authority, Corridor Improvement Authority, or Principal Shopping District) and
2. the total amount of private and public investment in real and personal property in the development district is at least \$200,000 for the preceding 5 years. Section 521a(6)(b).

The LCC may issue one license for every \$200,000.00 in investment or for each major fraction thereof.

### **City Redevelopment Project Areas (RDA)**

The applicant, in the application or after submitting the application, must indicate to the LCC that it is engaged in dining, entertainment, or recreation activities at least 5 days per week and is open to the public at least 10 hours per day, 5 days per week. In addition, the applicant must present verification of redevelopment project area status. Section 521a(2)(c). The verification shall include:

1. a resolution passed by the city that designates the City Redevelopment Project Area, and affidavits of investments and population required by Section 521a(2)(c);
2. proof that commercial investment in the City Redevelopment Project Area is 25 percent or more of the total investment in real and personal property in the City Redevelopment Project Area, Section 521a(3); and
3. proof that total investment over the last three years in real and personal property in the City Redevelopment Project Area of:
  - at least \$50 million in cities having a population of 50,000 or more, or
  - at least \$1 million per 1,000 people in cities of less than 50,000, Section 521a(4).

There is no limit to the number of City Redevelopment Project Areas that a city can create. The city can create one large redevelopment zone or several small redevelopment areas. City Redevelopment Project Areas may receive one license for each of the above monetary thresholds reached, and for each major fraction thereof after the initial threshold is reached.

Note: The licenses created by PA 501 are not transferable by the business owner to another location. If a business with one of these licenses goes out of business, the license is surrendered to the LCC. If a license is surrendered back to the LCC from a business, the local unit of government may approve another applicant in that same development district or city redevelopment project area to replace the licensee as long as the new business meets the same requirements.



**Local Government Approval**  
(Authorized by MCL 436.1501)

**Instructions for Applicants:**

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

**Instructions for Local Legislative Body:**

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ meeting of the \_\_\_\_\_ council/board  
(regular or special) (township, city, village)  
called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
the following resolution was offered: (date) (time)

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_  
that the application from \_\_\_\_\_  
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): \_\_\_\_\_  
(list specific licenses requested)

to be located at: \_\_\_\_\_

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: \_\_\_\_\_

It is the consensus of this body that it \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)  
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the \_\_\_\_\_  
council/board at a \_\_\_\_\_ meeting held on \_\_\_\_\_ (township, city, village)  
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:  
Michigan Liquor Control Commission  
Mailing address: P.O. Box 30005, Lansing, MI 48909  
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
Fax to: 517-763-0059



## New On-Premises Redevelopment or Development District License Questionnaire

Complete and submit this questionnaire along with a fully completed [Retailer License & Permit Application \(LCC-100\)](#) with the documents required to be submitted with that form and any other documents required as listed below.

### Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s):		
Address to be licensed:		
City:	Zip Code:	
City/township/village where license will be issued:		County:
Contact Name:	Phone:	Email:
Mailing address (if different from above):		
City:	Zip Code:	

I am applying for the following on-premises redevelopment or development district license:

**MCL 436.1521a(1)(a) - Redevelopment (RDA) License - Complete Parts 2a, 3, 4, & 5**

Select one:  Class C  B-Hotel  Tavern  A-Hotel

- The proposed licensed premises must be located in a redevelopment project area defined by the local governmental unit and the investment in the redevelopment project area must meet one (1) of following requirements:
  - Investment of not less than \$50 million in cities, townships, or villages having a population of 50,000 or more
  - Investment of not less than \$1 million per 1,000 people in cities, townships, or villages having a population of less than 50,000
- The licensed business must be engaged in activities related to dining, entertainment, or recreation and provide that activity not less than five (5) days per week
- The licensed business must be open to the public not less than ten (10) hours per day, five (5) days per week
- The initial enhanced license fee for a license issued under this section is \$20,000.00

**MCL 436.1521a(1)(b) - Development District (DDA) License - Complete Parts 2b, 3, 4, & 5**

Select one:  Class C  B-Hotel  Tavern  A-Hotel

- The proposed licensed premises must be located in one of the development districts or areas listed in MCL 436.1521a(1)(b):
  - Tax Increment Finance Authority District Under Part 3 of Public Act 57 of 2018 (Formerly Public Act 450 of 1980)
  - Corridor Improvement Authority Act Development Area under Part 6 of Public Act 57 of 2018 (Formerly Public Act 280 of 2005)
  - Downtown Development Authority (DDA) District under Part 2 of Public Act 57 of 2018 (Formerly Public Act 197 of 1975)
  - Principal Shopping District under Public Act 120 of 1961
- The total investment in real and personal property within the development district or area shall not be less than \$200,000.00 over a period of the preceding five (5) years
- The building shall be a restoration or rehabilitation of an existing building and **cannot be a brand new building**
- The building that will house the proposed licensed premises must have at least \$75,000.00 expended for the rehabilitation or restoration of the building over the preceding five (5) years or a commitment for a capital investment of at least \$75,000.00 in the building that must be expended before the license is issued
- The licensed business must be engaged in activities related to dining, entertainment, or recreation
- The licensed business must be open to the general public and have a seating capacity of not less than 25 persons
- The initial enhanced license fee for a license issued under this section is \$20,000.00

Please Note: Pursuant to MCL 436.1521a(8) a license issued under MCL 436.1521a cannot be transferred to another location and if the licensee goes out of business the license issued under MCL 436.1521a shall be surrendered by the licensee to the Commission and the Commission will terminate the license.

### Part 2a - MCL 436.1521a(1)(a) - Redevelopment (RDA) License Required Documents

Resolution from local governmental unit establishing the redevelopment project area

Affidavit from the assessor, certified by the city, township, or village clerk, which states the following:

- The amount of investment money expended for manufacturing, industrial, residential, and commercial development within the redevelopment project area during the preceding three (3) years (must specifically state start and end dates for the investment, i.e. January 1, 2013, to December 31, 2015).
- Statement that the amount of commercial investment in the redevelopment project area constitutes not less than 25% of the total investment in real and personal property in the area.

Legible map of the redevelopment project area which clearly labels all street names

### Part 2b - MCL 436.1521a(1)(b) - Development District (DDA) License Required Documents

Resolution from local governmental unit establishing the development district or area which specifically references the statute under which the area was established:

- Part 3 of Public Act 57 of 2018 (Formerly Public Act 450 of 1980) for Tax Increment Finance Authorities
- Part 6 of Public Act 57 of 2018 (Formerly Public Act 280 of 2005) for Corridor Improvement Authorities
- Part 2 of Public Act 57 of 2018 (Formerly Public Act 197 of 1975) for Downtown Development Authorities
- Public Act 120 of 1961 for Principal Shopping Districts

Affidavit from the assessor, certified by the city, township, or village clerk, which states the following:

- The total amount of public and private investment in real and personal property within the development district or area over a period of the preceding five (5) years (must specifically state start and end dates for the investment, i.e. January 1, 2011, to December 31, 2015).

Legible map of the development district or area which clearly labels all street names

### Part 3 - Available License Search

MCL 436.1521a(9) requires any person signing an application for an on-premises Redevelopment or Development District license to verify that he or she attempted to purchase any of the on-premises licenses that are in escrow that do not have a pending transfer on file with the MLCC within the county in which the applicant for the on-premises Redevelopment or Development District license proposes to operate.

You should not apply for an on-premises Redevelopment or Development District license if there is an available quota license in the local governmental unit in which the proposed licensed business will be located. You may verify the availability of quota licenses on the Commission's website using the [Local Government Quota search page](#).

I verify that I have attempted to purchase any readily available on-premises escrowed licenses that do not have pending transfers on file with the MLCC in the county where the proposed licensed business will be located.

- Applicant should provide a notarized affidavit outlining all attempts and responses (or lack thereof) to secure a readily available on-premises license.
- Applicant should send certified letters of inquiry as to the availability of the license to each licensee at the address listed on the licensee listing report provided by the MLCC.
- Applicant should submit copies of the letters sent, certified tags, signed certified return receipts, copies of any envelopes returned by the USPS, and copies of any correspondence received from the licensees.
- Applicant should provide dates, the name of the person contacted, and a synopsis of the conversation if escrowed licensees are contacted by telephone.
- Applicant should provide documentation regarding the fair market value of the license based on where the applicant will be located, if determinable, the size and scope of the proposed operation, and/or the existence of mandatory contractual restrictions or inclusion attached to the sale of the license when indicating to the MLCC that purchase of a license is not economically feasible or the license is not readily available.

There are no readily available on-premises licenses in escrow in the county where the proposed licensed business will be located.

There are no unissued, on-premises quota licenses readily available in the local governmental unit where the proposed licensed business will be located.

#### Part 4 - Local Governmental Approval

An applicant for a new on-premises Redevelopment or Development District license requires approval by the legislative body of the local governmental unit in which the licensed premises will be located. Applicants for a license in a city that has a population of 600,000 or more do not require local governmental approval. Please use the [Local Governmental Unit Approval Form \(LCC-106\)](#) or obtain a resolution from the local governmental unit that contains the same information required on the form. The form or a resolution from the city, village, or township must specifically state the applicant's legal name, if an individual person, or the corporate name of the business, the proposed licensed address, and contain a recommendation for the issuance of a license under one of the two following options:

- New Class C\* license issued under the provisions of MCL 436.1521a(1)(a)
- New Class C\* license issued under the provisions of MCL 436.1521a(1)(b)

*\*May substitute other license types such as Tavern, A-Hotel, or B-Hotel licenses*

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#### Part 5 - Signature of Applicant

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

I certify that I understand that pursuant to MCL 436.1521a(8) a license issued under MCL 436.1521a cannot be transferred to another location and that if the licensee goes out of business the license issued under MCL 436.1521a shall be surrendered by the licensee to the Commission and the Commission will terminate the license.

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Print Name of Applicant & Title

Signature of Applicant

Date

Please return this completed form along with corresponding documents:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

**Sec. 4-24. - Application and review procedures**

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*(6) Review factors. In reviewing a request for a new license, transfers of ownership of existing licenses or transfers into the city of new on-premises licensees, the council may consider the following factors:*

- a. The appropriate relationship between buildings and land uses.
- b. Total number of similar licenses in the city.
- c. Input from residents and surrounding business owners.
- d. Impact of the establishment on surrounding businesses and neighborhoods.
- e. Pedestrian and vehicular movement.
- f. Parking availability.
- g. Number of seats/occupancy compared to the surrounding area.
- h. Substantial renovation of existing buildings.
- i. Concentration of drinking establishments and impact on policing requirements.
- j. General policing requirements.
- k. Business history.
- l. Business experience.
- m. LCC violation history.
- n. Diversification of the type of commercial activity in a given area or block.
- o. Ratio of food to alcohol sales.
- p. Type or character of the establishment, e.g., full-service restaurant, "bar only" or hotel.
- q. Overall benefit of the plan to the city.
- r. The applicant's financial status and his ability to build or operate the proposed facility, including whether appropriate lease arrangements exist.
- s. The applicant's (including all individuals holding a five percent or greater interest) past criminal convictions for crimes involving moral turpitude, violence or alcohol.



t. The uniqueness of the proposed facility when compared with other existing or proposed facilities.

u. The permanence of the proposed establishment in the community, as evidenced by the proposed or actual commitments made by the applicant.

v. The effect that the proposed establishment would have in contributing to the economic stability or revitalization of areas with the city.

w. The cost burden to the city.

x. Any other factor that may affect the health, safety and welfare or the best interests of the city and its residents.

These factors are only intended to be guidelines to assist the council in making its determination and nothing in this article shall otherwise limit the council's discretion in making its determination.

#### **Sec. 4-30. - Additional restrictions on licenses.**

No license under this article shall be issued:

(1) To a person whose liquor license has been revoked or not renewed for cause under this article, comparable city ordinance, or state law or administrative rule.

(2) To a partnership or a limited liability company (LLC), unless all the members of the entity qualify to obtain a license.

(3) To a corporation, if any officer, manager or director thereof, or stockholder owning in the aggregate more than five percent of the stock of such corporation would not be eligible to receive a license under this article for any reason.

(4) To a person who has been convicted of a crime punishable by death or imprisonment in excess of one year under the law under which he was convicted; a crime involving theft, dishonesty or false statement (including tax evasion) regardless of punishment; or a crime or administrative violation of a federal or state law concerning the manufacture, possession or sale of alcoholic liquors or controlled substances.

(5) To a fast-food or drive-through type establishment or other establishment which has characteristics such as counter-only service or no wait staff.

(6) To a person who fails to make timely payments to the city of outstanding or delinquent taxes, utility charges, license fees, services rendered by the city or any other charges or monies due to the city.

(7) To a person who, at the time of application or renewal, would not have been eligible for such a license at the time the license was first applied for.