



CITY OF GROSSE POINTE WOODS

RESCHEDULED CITY COUNCIL MEETING

AGENDA

Monday, November 13, 2023 at 7:00 PM

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

1. CALL TO ORDER

A. Administrative Memo: November 9, 2023

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. RECOGNITION OF COMMISSION MEMBERS

5. ACCEPTANCE OF AGENDA

6. OATHS OF OFFICE

A. Council Members

- 1) Angela Coletti Brown
- 2) Kenneth J. Gafa
- 3) Michael Koester

B. Municipal Judge

- 1) Honorable Ted Metry

7. CONSENT AGENDA

A. Approval of Minutes

1. Council 10/16/23
2. Election Commission 10/31/23
3. Planning Commission 07/25/23, Special 07/31/23, 08/22/23, and 09/26/23 with recommendations
4. Board of Retiree Health Care Benefit Plan & Trust 11/03/22
5. Board of Trustees for the Retirement System 11/03/22
6. Beautification Advisory Commission 09/13/23
7. Tree Commission 09/06/23 with recommendation, 10/04/23

B. Bids/Proposals/Contracts

1. Contribution to Retiree Healthcare Trust Fund
 - a. Memo 11/08/23 - Treasurer/Comptroller

cc: Council - 7	Treasurer/Comptroller	Assistant City Administrator
City Administrator	City Clerk	Post - 4
City Attorney	Email Group/Media	

2. Lake Front Park Aquatic Facility Bleachers

- a) Memo 11/03/23 - Director of Public Services/Recreation Supervisor
- b) Quote (Q285319) 10/31/23 - Park Warehouse LLC

3. 2023 DTE Energy Foundation Tree Planting Grant - Tree Purchase

- 1) Memo 11/02/23 - Director of Public Services
- 2) Invoice /Quote 10/21/23 - Landscape Source
- 3) Email 10/13/23 - Michigan Urban Forestry coordinator (Kevin Sayers) with attachments

C. Resolution

1. Wayne County Annual Permit Community Resolutions

- 1) Memo 11/06/23 - Director of Public Services
- 2) Letter 10/05/23 - Wayne County Executive - Permit Coordinator Indira Boda
- 3) Maintenance Permit No. A-24054/Scope of Work/Conditions & Limitations/Indemnity & Insurance//Resolution
- 4) Letter 10/24/23 - Wayne County Executive - Permit Coordinator Indira Boda
- 5) Pavement Restoration Permit No. A-24109/Scope of Work/Conditions & Limitations/Indemnity & Insurance//Resolution
- 6) Letter 10/20/23 - Wayne County Executive - Permit Coordinator Indira Boda
- 7) Special Events Permit No. A-24142/Road Closure/Detour Guidelines/Banner Attachment Guidelines/Conditions & Limitations/Resolution

D. Other City Business

1. Unpaid Invoices

- a. Memo 11/08/23 - Treasurer/Comptroller
- b. Landscaping & Cross Connection Invoices - Winter 2023 Tax Roll

E. Claims and Accounts

1. Anderson, Eckstein & Westrick, Inc. - City Engineers

- a. Vernier Rd. Water Main Replacement - Invoice# 146398 - Proj.# 0160-0446 - 10/10/23 - \$8,322.27.
- b. Sewer System Evaluation - Invoice# 146401 - Proj.# 0160-0449 - 10/10/23 - \$1,067.40.
- c. Hampton Rd. Water Main & Resurface (Mack/Marter) - Invoice# 146402 - Proj.# 0160-0456 - 10/10/23 - \$8,194.88.
- d. Roslyn Rd. Water Main & Resurface (Mack/Marter) - Invoice# 146404 - Proj.# 0160-0464 - 10/10/23 - \$3,788.70.
- e. Lake Front Park Splash Pad - Invoice# 146405 - Proj.# 0160-0465 - 10/10/23 - \$457.20.
- f. 2023 Sewer CCTV Investigation - Invoice# 146406 - Proj.# 0160-0467 - 10/10/23 - \$3,203.23.
- g. 2023 Sewer Rehab Program - Invoice# 146407 - Proj.# 0160-0468 - 10/10/23 - \$1,478.79.
- h. 2023-2024 General Engineering - Invoice# 146415 - Proj.# 0160-0472 - 10/10/23 - \$746.10.

- i. 2023-2024 General Engineering - Invoice# 146776 - Proj.# 0160-0472 - 10/23/23 - \$23.31.
- 2. Giffels Webster - Professional Services - GPW Master Plan Update - Invoice# 130024 - Proj.# 2034600 - 10/05/23 - \$4,625.00.
- 3. Hallahan & Associates, P.C. - Professional Services - Invoice# 21003 - October 2023 - 11/03/23 - \$1,533.12.
- 4. Keller Thoma - Legal Services - Invoice# 124885 - October 2023 - 11/01/23 - \$175.00.
- 5. McKenna - Building/Planning Services
 - a. Invoice# 21849-82 - Building Services - September 2023 - 10/24/23 - \$40,186.27.
 - b. Invoice# 22-064-18 - Planning Services - September 2023 - 10/17/23 - \$2,629.50.
- 6. Plante Moran - Professional Services - Invoice# 10105333 - 10/24/23 - \$34,370.00.
- 7. Rosati, Schultz, Joppich & Amtsbuechler, P.C. - Legal Services - Invoice# 1080425 - October 2023 - 11/08/23 - \$4,771.80.
- 8. WCA Assessing - Assessing Services - Invoice# 101323 - November 2023 - 10/13/23 - \$7,175.58.
- 9. York, Dolan & Tomlinson, P.C. - Legal Services - Invoice# 137 - October 2023 - 11/01/23 - \$3,952.50.

8. COMMUNICATIONS

- A. Election of Mayor Pro-Tem (Council)

9. NEW BUSINESS/PUBLIC COMMENT

10. ADJOURNMENT

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

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

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

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

OFFICE OF THE CITY ADMINISTRATOR

Subject: Recommendations for the Rescheduled Council Meeting of November 13, 2023

- Item 1 CALL TO ORDER
Prerogative of the Mayor to call this meeting to order.
- Item 2 ROLL CALL
Prerogative of the Mayor to request a Roll Call from the City Clerk.
- Item 3 PLEDGE OF ALLEGIANCE
Prerogative of the Mayor to lead the City Council, Administration, and members of the audience in the Pledge of Allegiance.
- Item 4 RECOGNITION OF COMMISSION MEMBERS
Prerogative of the Mayor to request Commission Members in attendance at tonight's meeting to approach the podium and introduce themselves and the Commission on which they serve.
- Item5 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 OATHS OF OFFICE
- Item 6A-B CITY COUNCIL MEMBERS AND MUNICIPAL COURT JUDGE The City Clerk will administer the Oaths of Office to the City Council Members and Municipal Court Judge.
- Item 7 CONSENT AGENDA
All items listed under the Consent Agenda are considered routine by the Council and will be enacted by one motion and a second. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the consent agenda and considered. One member may request that an item be removed and no second is required.

Prerogative of the City Council to approve all items (7A-7E) listed under the consent agenda as presented.

A. Approval of Minutes

1. Council 10/16/23
2. Election Commission 10/31/23

3. Planning Commission 07/25/23, Special 07/31/23, 08/22/23, and 09/26/23 with recommendations*
 - *1. Recommendation that Council approve the recommended variance of off street parking requirements to reduce parking spaces from 42 to 38, and the Zoning Board of Appeals grant the reduction of the number of off street waiting spaces from the bank drive-through from 48 to 14.
 - *2. Recommendation that the current ordinance restricting front yard structures not be expanded to include within its exemptions raised planters.
4. Board of Retiree Health Care Benefit Plan & Trust 11/03/23
5. Board of Trustees for the Retirement System 11/03/23
6. Beautification Advisory Commission 09/13/23
7. Tree Commission 09/06/23 with recommendation*, 10/04/23
 - *1. Recommendation that City Council plant at least 50 trees per year for the next 10 years in addition to any trees being planted through any other infrastructure programs.

B. Bids/Proposals/Contracts

1. Contribution to Retiree Healthcare Trust Fund
 - a. Memo 11/08/23 - Treasurer/Comptroller
2. Lake Front Park Aquatic Facility Bleachers
 - a. Memo 11/03/23 - Director of public Services/Recreation Supervisor
 - b. Quote (Q285319) 10/31/23 - Park Warehouse LLC
3. 2023 DTE Energy Foundation Tree Planting Grant – Tree Purchase
 - a. Memo 11/02/23 – Director of Public Services
 - b. Invoice/Quote 10/21/23 – Landscape Source
 - c. Email 10/13/23 – Michigan Urban Forestry Coordinator (Kevin Sayers) with attachments

C. Resolution

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 - 5) Pavement Restoration Permit No. A-24109/Scope of Work/Conditions & Limitations/Indemnity & Insurance//Resolution
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 - d. Roslyn Rd. Water Main & Resurface (Mack/Marter) - Invoice# 146404 - Proj.# 0160-0464 - 10/10/23 - \$3,788.70.
 - e. Lake Front Park Splash Pad - Invoice# 146405 - Proj.# 0160-0465 - 10/10/23 - \$457.20.
 - f. 2023 Sewer CCTV Investigation - Invoice# 146406 - Proj.# 0160-0467 - 10/10/23 - \$3,203.23.
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 - h. 2023-2024 General Engineering - Invoice# 146415 - Proj.# 0160-0472 - 10/10/23 - \$746.10.
 - i. 2023-2024 General Engineering - Invoice# 146776 - Proj.# 0160-0472 - 10/23/23 - \$23.31.
2. Giffels Webster - Professional Services - GPW Master Plan Update - Invoice# 130024 - Proj.# 2034600 - 10/05/23 - \$4,625.00.
3. Hallahan & Associates, P.C. - Professional Services - Invoice# 21003 - October 2023 - 11/03/23 - \$1,533.12.
4. Keller Thoma - Legal Services - Invoice# 124885 - October 2023 - 11/01/23 - \$175.00.
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 - b. Invoice# 22-064-18 - Planning Services - September 2023 - 10/17/23 - \$2,629.50.
6. Plante Moran - Professional Services - Invoice# 10105333 - 10/24/23 - \$34,370.00.
7. Rosati, Schultz, Joppich & Amtsbuechler, P.C. - Legal Services - Invoice# 1080425 - October 2023 - 11/08/23 - \$4,771.80.
8. WCA Assessing - Assessing Services - Invoice# 101323 - November 2023 - 10/13/23 - \$7,175.58.

9. York, Dolan & Tomlinson, P.C. - Legal Services - Invoice# 137 -
October 2023 - 11/01/23 - \$3,952.50.

Item 8 COMMUNICATIONS

Item 8A ELECTION OF MAYOR PRO-TEM (COUNCIL)

Prerogative of the City Council to appoint a Council Member to serve as Mayor Pro-Tem.

Item 9 NEW BUSINESS/PUBLIC COMMENT

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

Item 10 ADJOURNMENT

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

Respectfully submitted,



Frank Schulte
City Administrator

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE
POINTE WOODS HELD ON MONDAY, OCTOBER 16, 2023, IN THE COUNCIL-
COURTROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA
DR., GROSSE POINTE WOODS, MICHIGAN.

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

PRESENT: Mayor Bryant
Council Members: Brown, Gafa, Granger, McConaghy, Vaughn
ABSENT: Koester (Arrived 8:08 p.m.)

Also Present: City Administrator Schulte
City Attorney Walling
Treasurer/Comptroller Murphy
City Clerk Antolin
Assistant City Administrator Como
McKenna Representative Jackson

Motion by Vaughn, seconded by McConaghy, that Councilmember Koester be excused from tonight's meeting.

Motion carried by the following vote:

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

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

The following Commission member was in attendance:

- Catherine Dumke, Senior Citizens' Commission

Motion by McConaghy, seconded by Gafa, that the Revised October 2, 2023, City Council Minutes be received and placed on file.

Motion carried by the following vote:

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

Motion by Granger, seconded by Vaughn, that all items on the **Consent Agenda be approved as presented.**

A. Approval of Minutes

1. Council 10/02/23

B. Monthly Financial Report

1. September 2023

C. Bids/Proposals/Contracts

1. SMART Municipal and Community Credits Contract for FY 2023-2024
 - a. Memo 10/13/23 - City Administrator
 - b. Proposed Contract

*Council approved the SMART Municipal and Community Credit Contract for FY-2024 and authorized the Mayor to sign said contract.

D. Resolution

1. Early Voting (EV) Plan
 - a. Email 09/27/23 - Wayne County Elections Director
 - b. Proposed Early Voting Plan
 - c. Proposed Resolution
 - d. Election Commission Minutes Excerpt 10/12/23

*Council approved the Grosse Pointe Woods Early Voting Plan and authorized the City Clerk to sign and submit the resolution to Wayne County

E. Claims and Accounts

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers
 - a. Roslyn Rd. Water Main & Resurfacing Project - Proj. # 0160-0464 - Pay Estimate No. 1 - Pamar Enterprises, Inc. - 10/05/23 - \$57,618.00.
 - b. Vernier Rd. Water Main Replacement (West Limit to Mack Ave.) - Proj. # 0160-0446 - Pay Estimate No. 1 - Fontana Construction, Inc. - 10/05/23 - \$286,264.16.

- c. Hampton Rd. Water Main & Resurfacing Project (Mack Ave. to Marter Rd.) - Proj. # 0160-0456 - Pay Estimate No. 5 - Pamar Enterprises, Inc. - 10/05/23 - \$25,700.00.
 - d. 2022 Sidewalk Repair Program - Proj. # 0160-0452 - Pay Estimate No. 5 - JB Contractors, Inc. - 10/05/23 - \$40,736.10.
-
2. Hallahan & Associates, P.C. - Professional Services - Invoice # 20942 - September 2023 - 10/03/23 - \$1,259.31.
 3. Keller Thoma - Legal Services - Invoice # 124804 - September 2023 - 10/01/23 - \$43.75.
 4. Rosati, Schultz, Joppich & Amtsbuechler, P.C. - Legal Services - Invoice # 1080285 - September 2023 - 10/10/23 - \$2,576.85.
 5. York, Dolan & Tomlinson, P.C. - Legal Services - Invoice # 129 - September 2023 - 10/04/23 - \$4,169.50.

Motion carried by the following vote:

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

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

Motion carried by the following vote:

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

Mayor Bryant read and presented Treasurer/Comptroller Murphy with two awards from the Government Finance Officers Association (GFOA):

1. Certificate of Achievement for Excellence in Financial Reporting (50th Year)
2. Award for Outstanding Achievement in Popular Annual Financial Reporting (PAFR) (10th Year)

Motion by Granger, seconded by Brown, that the City Council approve a budget amendment for the Hampton Road Resurfacing, 2022-2023 Sidewalk Repair, and 2022-2023 Concrete Repair Projects to the accounts listed below:

Account Number	Account Name	Increase
202-000-692.000	Transfer from Prior Year Reserves	527,927.00
202-451-974.200	Concrete Maintenance	4,539.00
202-451-974.201	Engineering Fees	6,971.00
202-451-976.100	Construction-Sidewalk Repair	19,320.00
202-451-977.803	Engineering Fees-Hampton Road	75,002.00
202-451-977.804	Construction-Hampton Road	422,095.00
	TOTAL EXPENSE	527,927.00

Account Number	Account Name	Increase
203-000-692.000	Transfer from Prior Year Reserves	72,164.00
203-451-974.200	Concrete Maintenance	3,026.00
203-451-974.201	Engineering Fees	20,839.00
203-451-976.100	Construction-Sidewalk Repair	48,299.00
	TOTAL EXPENSE	72,164.00

Motion carried by the following vote:

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

Motion by Brown, seconded by Gafa, that the City Council approve a budget amendment for the Chene-Trombley Park Improvements Project in the amount totaling \$467,000.00 to the line items listed below:

Account Number	Account Name	Increase
401-000-692.000	Transfer from Prior Year Reserves	467,000.00
401-902-977.104	Improvements-Parks/Recreation	467,000.00

Motion carried by the following vote:

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

Motion by Gafa, seconded by McConaghy, that the City Council approve a budget amendment in the amount totaling \$75,000.00 from the General Fund to the Worker’s Compensation Fund as listed below:

Account Number	Account Name	Increase/Decrease
101-000-692.100	Transfer from Prior Year Reserves	75,000.00
101-531-721.000	Worker's Compensation	37,500.00
101-345-721.000	Worker's Compensation	37,500.00
677-931.699.100	Transfer from General Fund	75,000.00
677-210-835.000	Medical Expenditures	75,000.00

Motion carried by the following vote:

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

Mayor Bryant read aloud a tribute to the Commission Members that recently passed, including:

- Ted Colborn – Community Tree Commission
- Bob Greening – Community Tree Commission
- Peter Groschner – Community Tree Commission
- Marlin Stewart – Beautification Advisory Commission

Under New Business, the following individual was heard:

- Council Member Vaughn commended City Administration and the Parks and Recreation Department on an outstanding job with the Hob Nobbin’ with the Goblins event at Lake Front Park.

- Council Member Vaughn reminded everyone of the Master Plan Open House on Monday, October 23, 2023 from 6:00 p.m. – 8:00 p.m. at the Community Center. All members of the community are invited.

Under Public Comment, the following individuals were heard:

- Nathaniel Janick, 1948 Allard – Front Yard Structures
- Kimberly Moin, 1956 Allard – Front Yard Structures
- Meredith Magin, 1948 Allard – Front Yard Structures
- Wilson Moin, 1956 Allard – Front Yard Structures
- Joe Habib, 1940 Allard – Front Yard Structures
- Nayomi Anusbigian, 1953 Allard – Front Yard Structures

Motion by Granger, seconded by Gafa, that the City Council recess the Regular City Council Meeting at 7:37 p.m. and convene in Closed Session, pursuant to MCL 15.268 (h) to consider material exempt from discussion or disclosure by state or federal statute.

Motion carried by the following roll call vote:

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

City Council reconvened in regular session at 8:29 p.m.

Motion by Granger, seconded by Koester, to **adjourn tonight’s meeting** at 8:29 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin
City Clerk

Arthur W. Bryant
Mayor

MINUTES OF THE ELECTION COMMISSION MEETING – PUBLIC ACCURACY TEST OF THE CITY OF GROSSE POINTE WOODS HELD ON TUESDAY, OCTOBER 31, 2023, IN THE LOWER LEVEL ABSENT VOTER OFFICE OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA DR., GROSSE POINTE WOODS, MICHIGAN.

The Chair called the meeting to order at 2:04 PM.

Roll Call: Chair/City Clerk Antolin
Council Representative Vaughn
City Attorney Walling

Absent: None

Also present Confidential Assistant Miotto

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

Motion carried by the following vote:

Yes: Antolin, Vaughn, Walling

No: None

Absent: None

Motion by Walling, seconded by Vaughn, that the minutes of the Election Commission meeting held on October 12, 2023, be approved as submitted.

Motion carried by the following vote:

Yes: Antolin, Vaughn, Walling

No: None

Absent: None

The Chair commenced the Public Accuracy Test for the November 7, 2023, General Local Election utilizing the test deck for Precinct 3. Confidential Assistant Miotto conducted the Public Accuracy Test. After running the test deck and comparing the results tape against the chart of predetermined results, the testing was declared accurate.

Motion by Vaughn, seconded by Walling, that the results of today's Public Accuracy Test for the November 7, 2023, General Election be accepted.

Motion carried by the following vote:

Yes: Antolin, Vaughn, Walling
No: None
Absent: None

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

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

Motion carried by the following vote:

Yes: Antolin, Vaughn, Walling
No: None
Absent: None

Motion by Vaughn, seconded by Walling, that the meeting be adjourned at 2:40 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin
Chair/City Clerk

Approved by Commission August 22, 2023

PLANNING COMMISSION
07-25-23 - 08

MINUTES OF THE REGULAR **PLANNING COMMISSION** MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON **JULY 25, 2023**, IN THE COUNCIL-COURT ROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:06 p.m. by Chair Gerhart.

Roll Call: Chair Gerhart
Commission Members: Fuller, Gilezan, Hamborsky, McNelis, O'Keefe, Vitale
Absent: Bailey, Fenton
Also Present: Planning Project Manager, Brigitte Smith
Recording Secretary Miotto

The following Commission member was in attendance:

- Catherine Dumke, Senior Citizens' Commission

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

Motion carried by the following vote:

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

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

MOTION by Gilezan, seconded by Hamborsky, that tonight's agenda be approved as presented.

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

MOTION by Fuller, seconded by Hamborsky, that the March 25, 2023, Planning Commission meeting minutes be approved as presented.

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

The first item on the agenda was the **Sign Ordinance Review**. The draft from City Attorney Tomlinson was reviewed. The Chair Gerhart suggested that the Planning Commission reach out to City Attorney Tomlinson to include commercial and public art murals (with and without words) in the ordinance. The City Planner Smith stated that the city cannot regulate content, though must comply with FCC regulations. Mural applications would come to the Planning Commission for approval. Smith will work with the City Attorney on this. The topic of temporary signs and duration of their display was discussed. Real estate signs was struck from the ordinance in the current draft. Smith will consult with City Attorney Tomlinson on real estate signs. Illuminated signs (backlit and other styles) and the regulation of foot-candle allowances were also discussed.

MOTION by Hamborsky, seconded by Vitale, that the Planning Commission postpone this topic to the next available Planning Commission meeting.

Motion carried by the following vote:

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

The next item on the agenda were the **Building Official's Monthly Reports for May, June, and July**.

The next item on the agenda were the **Council Reports for May, June, and July**.

O'Keefe reported on the May 1st & 15th meetings, Vitale reported on the June 5th & 19th meetings, and as Bailey was excused from today's meeting, the July 10th & 17th meetings were not discussed. Fenton will cover August meetings.

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

1. 20139 Mack Avenue (Ahee Jewelers) Proposed Building Addition.

MOTION by Fuller, seconded by Hamborsky, that Commission Members McNelis and Vitale be recused from this item, and remain in the room, as they are the presenters for this project.

Motion carried by the following vote:

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

Vitale and McNelis provided an overview of the project in which the brand, Patek Phillipe, (of which Ahee is one of limited authorized dealers in the country) requires dedicated space to the product. The plan includes demolition of the vacated space at 20109 Mack, an addition to the existing 20139 space, and movement of the parking area to the newly vacated space. All building department comments, including parking, have been addressed. Rooftop equipment will be screened if necessary. Signage will be modified to be in compliance with the ordinance. Additional lighting was reviewed. Construction is planned for a fall start, with completion in 9 to 10 months.

No one spoke in favor or opposition of the proposal.

MOTION by Fuller, seconded by Hamborsky, that the Planning Commission approve the site plan, with the following conditions: the slant off-street parking spaces from 54 to 60 degrees with one way traffic from Mack to the Alley; reduce the curb cut along Mack Avenue to 18 feet at the right-of-way line that tapers out to the street; add the required traffic lane markings to the new parking lot; add a barrier, such as a planter, deciduous hedges, or green space, at the property line between the parking lot and the public sidewalk to prevent cars from encroaching upon the public sidewalk and threatening pedestrian safety; and reduce the size of the new proposed wall sign to comply with current city ordinances. The motion was amended to include the screening of rooftop equipment if necessary.

Motion carried by the following vote:

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

- 2. 21336 Mack Avenue (Crosspointe Christian Church) Proposed Building Addition.** There was no one present in support of the project. Planner Smith provided an overview of the project. The summary of compliance of the plan included non-compliance in the following areas: Architecture and Building Design; Parking and Loading; Signs; Lighting; and Landscaping and Screening. The applicant (the architect) was provided the above information, and has not yet responded.

MOTION by Fuller, seconded by Vitale, that the Planning Commission postpone this topic until the August meeting.

Motion carried by the following vote:

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

- 3. The next topic on the agenda was the proposed establishment of Social Districts.** Planner Smith provided an overview of the proposal that was worked on with McKenna and city administration. Smith defined "Social District". Extensive discussion was had on numerous topics, including, but not limited to, the rules of drinking in the parks, on the days and times of the "District", on liability (business who serves the customer would be liable), the possibility of starting small to evaluate the concept, the need to discuss the concept with all Class C license holders, the size of the district.

MOTION by, Hamborsky, seconded by Vitale, that the Planning Commission postpone this until the August Planning Commission meeting for further discussion, and that city staff provide notice to all Class C license holders, and the microbrewery, by mail and personally, minimally 14 days prior to the August meeting.

Motion carried by the following vote:

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

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

Under **Public Comment**, Vitale and other Commission Members commented on the Giffels master plan survey and requested McKenna provide the Commission's feedback to Giffels.

MOTION by Gilezan, seconded by Vitale, to adjourn at 8:35 p.m.

Motion carried by the following vote:

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

NO: None

ABSENT: Bailey, Fenton

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

Commission Approved August 22, 2023

SPECIAL PLANNING COMMISSION
07-31-23 - 12

MINUTES OF THE **SPECIAL PLANNING COMMISSION** MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON **JULY 31, 2023**, IN THE COUNCIL-COURT ROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 5:30 p.m. by Chair Gerhart.

Roll Call: Chair Gerhart
Commissioners: Bailey, Fuller, McNelis, O'Keefe
Absent: Fenton, Gilezan, Hamborsky, Vitale

Also Present: Rose Kim, Giffels-Webster
Stephanie Osborn, Giffels-Webster
Jill Bahm, Giffels-Webster
Planning Project Manager Brigitte Smith
Recording Secretary Miotto

The Chair recognized the following Council Representative: Thomas Vaughn

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

Motion carried by the following vote:

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

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

MOTION by Bailey, seconded by Fuller, that tonight's agenda be approved as presented.

Motion carried by the following vote:

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

Commission Member Vitale arrived at 5:33 p.m.

Commission Member Hamborsky arrived at 5:37 p.m.

The purpose of this **Special Meeting is to hold the Master Plan Discussion and Workshop**, led by Giffels-Webster.

1. Reviewed SWOT summary.
2. Reviewed visioning homework.
3. Discussed issues to consider.
4. Discussed five proposed goals and objectives, which are as follows:
 - a. Housing: Provide a range of housing choices for all ages, abilities, and incomes.
 - b. Economic Development: Elevate Mack Avenue as a thriving, and vibrant commercial corridor that meets the daily needs of residents and is a destination for visitors.
 - c. Transportation: Enhance the entire transportation network to provide safe, convenient, and accessible transportation choices.
 - d. Community Character: Strengthen sense of place, identity and character throughout the city and its neighborhoods.
 - e. Resiliency: Promote resiliency to create a more equitable and inclusive community.
5. Discussed Open House planning, publicity, and desired public input. Consensus was reached to hold an Open House in mid to late September at an off-site location (the library and the Community Center were suggested), with hours that would allow the greatest attendance. Publicity options were discussed, and 30 days of promotion was suggested utilizing City methods (website, e-Blasts, engaging other city commissions, and Grosse Pointe News advertising).
6. Discuss Next Steps: Open House, Goals & Objectives, and Report

Under **New Business**, no items were discussed.

Under **Public Comment**, the following resident was heard:

Margaret Potter, 1834 Allard, about:

- Potential legislation that would require communities who want government transportation grants to have low-income housing;
- Opposition to condominiums;
- Opposition to small businesses on the Cook Road corridor;
- Any construction change to the circle at Mack and Vernier should take into consideration the DTE equipment underneath it.

MOTION by Bailey, seconded by Vitale, to adjourn at 7:09 p.m.

Motion carried by the following vote:

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

NO: None

ABSENT: Fenton, Gilezan

Respectfully Submitted,

Gretchen Miotto

Clerk's Confidential Administrative Assistant & Recording Secretary

Commission Approved September 26, 2023

PLANNING COMMISSION
08-22-23 - 15

MINUTES OF THE REGULAR **PLANNING COMMISSION** MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON **AUGUST 22, 2023**, IN THE COUNCIL-COURT ROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

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

Roll Call: Chair Gerhart
Commission Members: Bailey, Fenton, Fuller, Gilezan, McNelis, O'Keefe, Vitale
Absent: Hamborsky
Also Present: City Planner, John Jackson
City Attorney Tomlinson
Recording Secretary Miotto
Council Member Vaughn

The following Commission members were in attendance:

- Catherine Dumke, Senior Citizens' Commission
- Melinda Billingsley, Citizens' Recreation Commission

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

MOTION by Gilezan, seconded by Bailey, to excuse Commission Member Hamborsky from attendance at tonight's meeting.

Motion carried by the following vote:

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

MOTION by Fenton, seconded by Vitale, that tonight's agenda be approved as presented.

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

Commission Member Hamborsky arrived at 7:04 pm.

MOTION by Fuller, that the July 25, 2023, Planning Commission meeting minutes be approved with a revision to include the Planning Commission's instruction for the Ahee parking variance to be approved.

Discussion ensued to clarify the July 25, 2023, motion and consensus was reached that the Planning Commission supported the parking plans, but there was no need to amend the minutes as a variance was not included in the original motion, and per City Attorney Tomlinson, it was not needed. Discussion was had on what variances would require the Planning Commission recommendation (such as complex site reviews or project plans versus standard variances, such as fences).

MOTION by Fenton, seconded by Gilezan, that the July 25, 2023, Planning Commission meeting minutes and the July 31, 2023, Special Planning Commission meeting minutes be approved as presented.

Motion carried by the following vote:

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

The first item on the agenda was the **Sign Ordinance Review Discussion**. City Attorney Tomlinson recommended approval of the ordinance as is with a future amendment related to murals. Discussion ensued around temporary signs (including real estate signs), their placement, content, quantity, and the duration that they may be displayed. Planner Jackson will research time limits on signs on residential property and will provide additional information to the Commission. A redlined copy of the ordinance, and a clean copy, will be provided to the Commission Members for the next meeting.

MOTION by Hamborsky, seconded by O'Keefe, that the Planning Commission postpone this discussion until the next Planning Commission meeting.

Motion carried by the following vote:

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

The next item on the agenda was **Front Yard Structures (8-336)**. City Planner Jackson provided an overview of the provided memo. Discussion was had on the types and heights of structures that are found on properties and an understanding of the problem, brought by a resident complaint, that should be addressed in an ordinance. Additional discussion was had on setbacks, maintenance, and the allowable size of structures. The Planning Commission requested that City Planner Jackson draft an ordinance that includes the allowance of planter boxes in the front yard as an exception, and incorporates some type of setback, and a height restriction.

MOTION by Bailey, seconded by O’Keefe, that the Planning Commission postpone this discussion until the next Planning Commission meeting.

Motion carried by the following vote:

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

The next item on the agenda were the **Building Official’s Monthly Report for August 2023**.

The next item on the agenda were the **Council Reports for August 7th and August 21st**. Chair Gerhart attended the August 7th Council and Committee-of-the-Whole meetings and provided updates. Commission member Vitale attended the August 21st meeting and provided updates. Council Member Vaughn also provided updates from the August meetings. Commission member Fuller will attend the September 2023 Council meetings.

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

Under **Old Business**, the **21336 Mack Avenue (Crosspointe Christian Church) Proposed Building Addition** was discussed. City Planner Jackson provided an overview of the issues brought up in the July 25, 2023, Planning Commission meeting. Upon site inspection by City Planner Jackson, the original recommendations 1 and 3 have been removed. The building material is the remaining issue, and that may be resolved today.

Steve Schneemann, of MCD Architects, 33610 Grand River, Farmington, MI spoke on behalf of Crosspointe Christian Church to provide information on the building materials and design of the addition. The proposed high-quality, smooth, painted metal material was acceptable to the commission.

MOTION by Gerhart, seconded by Bailey, that the Planning Commission approve the site plan application with the condition that traffic lane markings be added to the existing parking lot to communicate the direction of the traffic flow.

Motion carried by the following vote:

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

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

- Kimberly Moin, 1956 Allard Avenue, the complainant on front yard structures, spoke in opposition to neighbor’s raised beds and the lack of code enforcement on those and weeds.
- Wilson Moin, 1956 Allard Avenue, spoke in opposition of neighbor's raised beds, rodent problems, and the lack of code enforcement.

MOTION by Gilezan, seconded by O'Keefe, to adjourn at 8:20 p.m.

Motion carried by the following vote:

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

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

Commission Approved October 24, 2023

PLANNING COMMISSION

09-26-23 - 19

MINUTES OF THE REGULAR PLANNING COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON SEPTEMBER 26, 2023, IN THE COUNCIL-COURT ROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

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

Roll Call: Acting Chair Fuller
Commission Members: Bailey, Gilezan, McNelis, O'Keefe, Vitale
Absent: Fenton, Gerhart, Hamborsky
Also Present: City Planner, Brigitte Smith
Recording Secretary Miotto
Council Member Vaughn

MOTION by Gilezan, seconded by O'Keefe, to excuse Commission Members Fuller, Gerhart, and Hamborsky from attendance at tonight's meeting.

Motion carried by the following vote:

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

Acting Chair Fuller recognized Commission member and Council Representative in attendance:

- Catherine Dumke, Senior Citizens' Commission
- Council Member Vaughn

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

MOTION by Bailey, seconded by Vitale, that tonight's agenda be amended to move item 13, **New Business of 19700 Mack Avenue (Bank of America) Proposed EV Charger Site Plan Review**, to after item 6, **Receipt of Final Approved Minutes of August 22, 2023**.

Motion carried by the following vote:

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

Commission Member Hamborsky arrived at 7:07 p.m.

MOTION by Gilezan, seconded by Vitale, that the August 22, 2023, Planning Commission meeting minutes be approved as presented.

Motion carried by the following vote:

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

The amended agenda item was discussed. **Under New Business**, was the **19700 Mack Avenue (Bank of America) Proposed EV Charger Site Plan Review**. Joel Ravitz, 57535 Blossom Valley Trail, New Hudson, MI 48165, of Block & Veatch appeared on behalf of this topic. Discussion ensued around illumination and shielding from residential surroundings. City Planner Smith provided an overview of the Building Department's memo and recommendations. Parking spaces will be reduced to account for the electrical vehicle spaces and transformer. Topics of discussion for the Planning Commission are: a) the landscaping around the transformer and any recommendation on additional screening, and b) required Zoning Board of Appeal for variance on the parking reduction as the proposal would make the parking and waiting spaces for the drive-throughs non-compliant per the ordinance. Additional information on signage was requested (height, size, font, logo), wattage of the light poles, and traffic lane movement markings to bring the entire site into compliance.

MOTION by Vitale, seconded by Bailey, that the Planning Commission approve the site plan for the Bank of America addition of electrical chargers with the additional conditions of providing shading of the light poles details, and adding a minimum of seven (7) additional arborvitae to the current plan, spaced around the transformer for screening, and all McKenna recommendations. In addition, the Planning Commission recommends that Council approve the recommended variances of off street parking requirements to reduce parking spaces from 42 to 38, and City Council Zoning Board of Appeals grant the reduction of the number of off street waiting spaces for the bank drive-through from 48 to 14.



Motion carried by the following vote:

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

The next item on the agenda was the **Sign Ordinance Review Discussion**. City Planner Smith provided an overview of the edits and the new clean version. The only outstanding item for discussion is temporary signs, including quantity, size, time or duration. Comparisons to neighboring and similar communities were provided. Regulations around real estate signs need to be clarified. Consensus was reached that the illumination of buildings, including signs, color options, wattage, lumens, foot-candles, exterior light fixtures on buildings, internally illuminated signs, halo signs, and photometrics, needs to be regulated and added into an ordinance.

MOTION by Bailey, seconded by McNelis, that the Planning Commission table this discussion until the next commission meeting.

Motion carried by the following vote:

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

The next item on the agenda was **Front Yard Structures (8-336)**. City Planner Smith provided an overview of the front yard structure ordinance, including what is currently exempt, and prepared a recommendation on mini-libraries and raised flower/garden beds. The proposed amendment to Article XI Section 8-335 was reviewed. Discussion ensued around the regulation of the size of structures as well as the construction and maintenance of front yard structures. Today, mini-libraries and raised bed structures are not permitted. City Planner Smith will request City Attorney Tomlinson to provide clarification on the definition of “structure”.

MOTION by Gilezan, seconded by Bailey, that the Planning Commission recommends that the ordinance restricting front yard structures include in the exemptions a free mini-library, and no more than one per property, that is less than 5 feet in height and no more than 4 square feet in total area. Subject to Building Department permit.

Motion carried by the following vote:

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

MOTION by Gilezan, seconded by McNelis, that it is the recommendation of the Planning Commission that the current ordinance restricting front yard structures not be expanded to include within its exemptions raised planters.

Motion carried by the following vote:

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

The next item on the agenda was **Off-Street Parking Requirements (50-5.3)**. City Planner Smith provided an overview of the topic and the suggestion of allowing greater flexibility by allowing greater administrative power to accept new commercial business types based on the amount of parking that is needed. Comparisons of parking in adjacent communities was presented. The two means of providing flexibility are, a) Formalizing Shared Parking Agreements that the city provides, and b) allow City Administration and/or the Planning Commission to waive required parking standards for 10% or less. Diligent consideration would be required before granting a waiver. City Administration is open to considering this with Planning Commission input. Discussion was had around the proposed 10% limit and perhaps there should be more flexibility. Another suggestion was to factor in “across the street” available parking. Crosswalk access would have to be considered for “across the street parking”.



MOTION by Bailey, seconded by O’Keefe, that the Planning Commission support McKenna’s recommendation and to have City Planner Smith request City Attorney Tomlinson draft an ordinance amendment to review at the next Planning Commission meeting.

Motion carried by the following vote:

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

The next item on the agenda were the **Building Official’s Monthly Report for September 2023**.

The next item on the agenda were the **Council Reports for September 11 and September 18**. Commissioner Fuller attended the September Council meetings and there were no issues of interest to the Planning Commission. Commission Chair Gerhart will attend October Council meetings.

The next item, for information purposes only, was the **Master Plan Open House Event, October 23, 6pm – 8 pm, 2023, at City Hall**. Rose Kim, of Giffels Webster, provided an overview of the provided information. Discussion was had around the mechanics of the open house, and the expectation of the Planning Commission’s participation. The publicizing of the event was discussed to maximize resident participation.

Under **New Business**, the Bank of America EV Charging Stations was discussed earlier. There was no other new business.

There was no **Old Business**.

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

- Christal Lint, 727 N. Renaud, spoke in opposition to the new construction at 707 N. Renaud, and expressed a desire for a stop work order be issued.
- Mark Willamowski, 742 N. Renaud, spoke in opposition to the 707 N. Renaud construction.
- Robert Evangelista, 843 N. Renaud, spoke in support of the 707 N. Renaud construction.
- Rob Musial, 806 N. Renaud, spoke in opposition to 707 N. Renaud.
- Andrea Willamowski, 742 N. Renaud, spoke to grading issues and water damage to residents near 707 N. Renaud. Requested that permits be enforced.
- Wilson Moin, 1956 Allard, thanked the commission for their consideration on front yard structures.
- Council Member Vaughn recognized City Planner Brigitte Smith for earning her AICP certification.

MOTION by Gilezan, seconded by Bailey, to adjourn at 9:57 p.m.

Motion carried by the following vote:

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

NO: None

ABSENT: Fenton, Gerhart

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

RETIREE HEALTH CARE BENEFIT PLAN & TRUST

11/03/2022

MINUTES OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES FOR THE RETIREE HEALTH CARE BENEFIT PLAN & TRUST (i.e. The Board) OF THE CITY OF GROSSE POINTE WOODS, HELD ON THURSDAY NOVEMBER 3, 2022 IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 6:50 pm by Chairperson Mayor Arthur Bryant.

The following members were present:

Chairperson Mayor Arthur Bryant
Council Representative Victoria Granger
Citizen Representative Gary Zarb
General Employee Representative Matt Crook
Public Safety Representative Brian Conigliaro

Also present:

Pension Administrator, Shawn Murphy
Fund Evaluation Group (FEG), Jeffrey Davis
Recording Secretary, Tina Hoenicke

Motion by Granger, supported by Crook that all items on today's agenda be received and placed on file.

Motion CARRIED by the following vote:

YES: Bryant, Granger, Zarb, Crook, Conigliaro,
NO: None
ABSENT: None

Motion by Granger, supported by Crook to accept and place on file the minutes of the Retiree Health Care Benefit Plan and Trust meeting dated August 4, 2022 as presented.

Motion CARRIED by the following vote:

YES: Bryant, Granger, Zarb, Crook, Conigliaro,
NO: None
ABSENT: None

Motion by Granger, supported by Crook to receive and place on file the trial balance as presented through September 30, 2022.

Motion CARRIED by the following vote:

YES: Bryant, Granger, Zarb, Crook, Conigliaro,
NO: None
ABSENT: None

Motion by Granger, supported by Conigliaro, to receive and place on file the 3rd Quarter Fund Evaluation Group Report for period ending September 30, 2022.

Motion CARRIED by the following vote:

YES: Bryant, Granger, Zarb, Crook, Conigliaro,

NO: None

ABSENT: None

Motion by Granger, supported by Zarb to pay the FEG invoice in the amount of \$567.00.

Motion CARRIED by the following vote:

YES: Bryant, Granger, Zarb, Crook, Conigliaro,

NO: None

ABSENT: None

New Business/Public Comment: None

Motion by Granger, supported by Zarb to adjourn the meeting at 6:53 p.m.

Motion CARRIED by the following vote:

YES: Bryant, Granger, Zarb, Crook, Conigliaro,

NO: None

ABSENT: None

Minutes recorded by: Tina Hoenicke

Approved by the Pension Board:

Shawn Murphy, Pension Administrator

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES FOR THE RETIREMENT SYSTEM (i.e. The Board) OF THE CITY OF GROSSE POINTE WOODS, HELD ON THURSDAY, NOVEMBER 3, 2022, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 6:07 p.m. by Chairperson Mayor Arthur Bryant.

The following members were present:

Chairperson Mayor Arthur Bryant
Council Representative Victoria Granger
Citizen Representative Gary Zarb
General Employee Representative Matt Crook
Public Safety Representative Brian Conigliaro

Also present:

Pension Administrator, Shawn Murphy
Fund Evaluation Group (FEG), Jeffrey Davis
Recording Secretary, Tina Hoenicke

Motion by Granger, supported by Crook that all items on today's agenda be received and placed on file.

Motion CARRIED by the following vote:

YES: Bryant, Granger, Zarb, Crook, Conigliaro,
NO: None
ABSENT: None

Motion by Granger, supported by Zarb to accept and place on file the minutes of the pension board meeting dated August 4, 2022 as presented.

Motion CARRIED by the following vote:

YES: Bryant, Granger, Zarb, Crook, Conigliaro,
NO: None
ABSENT: None

Motion by Crook, supported by Granger to receive and place on file the trial balance report as presented through September 30, 2022.

Motion CARRIED by the following vote:

YES: Bryant, Granger, Zarb, Crook, Conigliaro,
NO: None
ABSENT: None

Motion by Granger, supported by Crook to accept and place on file the retirement applications received from Mr. Gary Guidas, Operator II-DPW, Mr. Michael Lapansie, Crew Chief-DPW, Officer Scott Nota-DPS & Mr. Eugene Tutag-Building Official.

Motion CARRIED by the following vote:

YES: Bryant, Granger, Zarb, Crook, Conigliaro,
NO: None
ABSENT: None

Motion by Granger, supported by Crook to acknowledge receipt of the correspondence received from the City of Highland Park regarding Public Safety Officer Scott Nota's prior service of 2 years, 11 months under Reciprocal Act 88 of 1961 for vesting purposes.

Motion CARRIED by the following vote:

YES: Bryant, Granger, Zarb, Crook, Conigliaro,
NO: None
ABSENT: None

Motion by Granger, supported by Crook to refund unvested pension contributions, with interest, to the following individuals: Mr. Jeremy Collins in the amount of \$2,676.33, Mr. Jonathan Terey in the amount of \$3,869.08 & Mr. Michael Verbruggen in the amount of \$11,162.30.

Motion CARRIED by the following vote:

YES: Bryant, Granger, Zarb, Crook, Conigliaro,
NO: None
ABSENT: None

Mr. Jeffrey Davis provided a presentation of the 3rd Quarter Investment Report ending September 30, 2022. Most major equity index levels showed year to date lows and interest rates ascending to the highest level in over a decade. Policy actions by the Federal Reserve during the quarter included a doubling of the pace of quantitative tightening and a 75 basis points hike to the federal funds rate. Global Equity returns were overwhelmingly negative. However, a slight quarterly decline in high yield credit spreads provided a modest bright spot. Mr. Davis did not recommend any changes to the portfolio at this time. Mr. Davis assured the board that if they requested a special meeting in the future, he would be available between regularly scheduled meetings to discuss and or make changes to the portfolio if needed.

Motion by Crook, supported by Zarb to receive and place on file the 3rd Quarter Investment Report ending September 30, 2022.

Pension Board Meeting
11/03/2022
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Motion CARRIED by the following vote:

YES: Bryant, Granger, Zarb, Crook, Conigliaro,
NO: None
ABSENT: None

Motion by Crook, supported by Zarb to approve payment for invoices 9a through 9e; Fund Evaluation Group in the amount of \$14,433.00, Comerica in the amount of \$1,500.00, Rosati, Schultz, Joppich & Amtsbuechler, PC for the following amounts: \$320.76 & \$58.00 and Foster & Foster Actuaries and Consultants in the amount of \$15,900.00.

Motion CARRIED by the following vote:

YES: Bryant, Granger, Zarb, Crook, Conigliaro,
NO: None
ABSENT: None

Motion by Granger, supported by Crook to authorize the Pension Administrator to pay the annual administrative fee to the City of Grosse Pointe Woods in the amount of \$10,000.00.

Motion CARRIED by the following vote:

YES: Bryant, Granger, Zarb, Crook, Conigliaro,
NO: None
ABSENT: None

New Business:

Motion by Crook, supported by Granger to authorize payment of the \$200 renewal fee for the 2023 MAPERS membership.

Motion CARRIED by the following vote:

YES: Bryant, Granger, Zarb, Crook, Conigliaro,
NO: None
ABSENT: None

The Pension Administrator provided notification regarding the Department of Public Safety union contract effective July 1, 2022 and the Employee Retention Option Plan (EROP). Notification is for informational purposes only.

Public Comment: None

Motion by Crook, supported by Zarb to adjourn at 6:49 pm.

Pension Board Meeting
11/03/2022
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Motion CARRIED by the following vote:

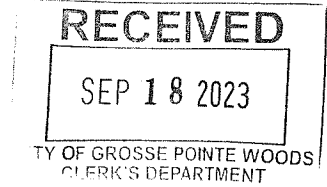
YES: Bryant, Granger, Zarb, Crook, Conigliaro,
NO: None
ABSENT: None

Minutes recorded by: Tina Hoenicke
Approved by the Pension Board:

Shawn Murphy, Pension Administrator

Commission Approved October 11, 2023

Beautification Advisory Commission
Conference Room – Grosse Pointe Woods Community Center
20025 Mack Ave. Dr., Grosse Pointe Woods
Meeting – September 13, 2023– 7:00 p.m.



Present: Arslanian, Casinelli, Champagne, Elich, Feldman, Hage, McCarthy, G. McCullough, S. McCullough, Puppos, Romano, Snyder, Wettstein

Excused: R.Koester, Josefiak

Also Present: M. Koester

Guests: none

Call to Order: The meeting was called to order by Chairperson, McCarthy at 7:03 p.m.

Minutes: The August 9, 2023 minutes were distributed and reviewed.

Motion by Wettstein, seconded by Romano to approve the August 9, 2023 minutes as presented.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Champagne, Elich, Feldman, Hage, McCarthy, G. McCullough, S. McCullough, Puppos, Romano, Snyder, Wettstein

No: none

Excused: R.Koester, Josefiak

Treasurer's Report: Snyder presented the treasurers report.

Motion by Casinelli, seconded by Puppos, to approve the treasurers report as presented.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Champagne, Elich, Feldman, Hage, McCarthy, G. McCullough, S. McCullough, Puppos, Romano, Snyder, Wettstein

No: none

Excused: R.Koester, Josefiak

Chairperson's Report: no report

Awards Program: Wettstein updated committee on Awards Program

Flower Sale: Arslanian updated committee on Flower Sale 2024. Sale dates are 5/10/24 & 5/11/24

Adopt a Garden: Champagne updated the committee on the Adopt a Garden program

Council Report: M. Koester presented council report to include future input on city's review of business murals.

Old Business: Continue to think about murals. No meeting in November and December; Awards Ceremony 11/8/23.

New Business: Romano updated committee on The Beautification Council of Southeast Michigan and other garden viewing opportunities including "BCESM"

Motion by Casinelli, seconded by Hage to adjourn the Beautification Advisory Commission meeting at 8:11 pm.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Champagne, Elich, Feldman, Hage, McCarthy, G. McCullough, S. McCullough, Puppos, Romano, Snyder, Wettstein

No: none

Excused: R.Koester, Josefiak

Respectfully submitted,
Gloria Arslanian

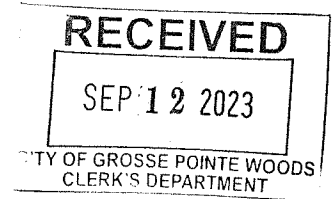
Commission Approved October 4, 2023

Minutes of the Grosse Pointe Woods Tree Commission Meeting September 6, 2023.

The meeting was called to order by Vice-Chairman Gaskin at 7:32 p.m.

The following members were present:

Dave Andrews
Tim Butler
Ted Colborn
Maria Galbo
Laura Gaskin
Gary Lechner
Mary Ellen Meyering



The following members were excused:

Peter Groschner
Paul Lechner

The following members were absent:

Tim Madigan
Randy Rennpage

The following were also in attendance:

Sharon Haines
Margaret Potter
Michael Koester, City Council Representative

Motion by Butler, seconded by Andrews to approve the agenda for the meeting September 6, 2023 passed by the following vote:

Yes: 7 No: 0 Absent: 4

Motion by Andrews, seconded by Galbo to approve the minutes for the meeting June 7, 2023 passed by the following vote:

Yes: 7 No: 0 Absent: 4

Treasurer's Report:

There was no treasurer's report.

Old Business:

The Tree City USA flag was presented to the City by P Lechner and Andrews at the August 3 City Council meeting.

Further discussion of the budget will be delayed until the treasurer is present.

New Business:

The fall tree planting program has been given a \$10,000 budget which will allow 20 trees to be planted. Andrews will place the stakes for the trees. He is also working on a grant from the DNR to allow for additional planting.

Hampton Road will get new trees due to roadwork. The funds for that come from a different budget. Roslyn Road is next for construction and unfortunately the removal of some trees.

Butler moved that we recommend that City Council plant at least 50 trees per year for the next 10 years in addition to any trees being planted through any other infrastructure programs. Galbo seconded the motion.

The motion passed by the following vote:

Yes: 7 No: 0 Absent: 4

There was discussion of an Ann Arbor ordinance which requires replacement of any tree removed with four new ones. Galbo will research this and report back.

There was discussion of a tree “nursery” in Ghesquire Park to plant seedlings and nurture them into plantable trees. Discussion was tabled for the time being.

Seedlings for the 2024 Arbor Day program were discussed. Van’s nursery has good availability of White Spruce . Andrews moved and Galbo seconded that we purchase the White Spruce tree plugs.

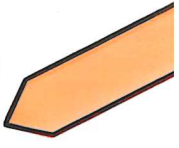
The motion passed by the following vote:

Yes: 7 No: 0 Absent: 4

G. Lechner suggested that we order a variety of trees in the future to promote biodiversity. Perhaps we could give different trees at various schools. There was also discussion of ordering earlier to be able to purchase a deciduous tree.

Gaskin agreed to canvass members to assess interest in officer positions for next year. Butler and Galbo plan to continue with the Commission. P Lechner and Rennpage were absent. Sadly, our long time member Peter Groschner passed away on September 8, 2023. He will be particularly remembered by all of us for his thoughtful and moving reading of the Dedicatory Prayer at the annual Memorial Tree Dedication Ceremony.

Discussion of next year’s responsibilities was tabled until next month



Members would like to review the Commission Mission statement and update it if necessary. Members wish to discuss conducting a community survey at a future meeting.

Public comment: Margaret Potter, a GPW resident inquired whether the city will remove a dying tree in her property easement, even though they did not plant it. Andrews agreed to check on that and to contact Lawrence Sobson for advice on what to replace the tree with.

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

Motion to adjourn at 9:05 p.m. moved by Butler, and seconded by Andrews, was unanimous.

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

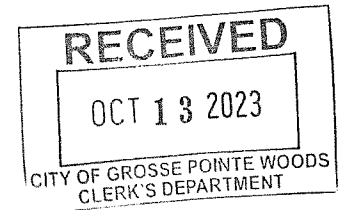
Commission Approved November 1, 2023

Minutes of the Grosse Pointe Woods Tree Commission Meeting October 4, 2023.

The meeting was called to order by Chairman P. Lechner at 7:33 p.m.

The following members were present:

Dave Andrews
Maria Galbo
Laura Gaskin
Gary Lechner
Paul Lechner
Tim Madigan
Mary Ellen Meyering



The following members were excused:

Tim Butler
Randy Rennpage

The following members were absent:

The following were also in attendance:

Mike Martin
Michael Koester, City Council Representative

A moment of silence was observed in memory of Ted Colborn and Peter Groschner our members who passed away since our last meeting. They will be missed.

Motion by Madigan, seconded by Andrews to approve the agenda for the meeting October 4, 2023 passed by the following vote:

Yes: 7 No: 0 Absent: 2

Motion by Madigan, seconded by Galbo to approve the minutes for the meeting September 6, 2023 passed by the following vote:

Yes: 7 No: 0 Absent: 2

Treasurer's Report:

Randy Rennpage reported that our balance is \$1400. The Memorial Tree fund balance is almost \$25,000. There is no clarity about the city's plans to replace dead or dying memorial trees.

Old Business:

The treasurer's report led to a lengthy discussion of the dilemma about how to handle the Memorial Tree replacements. Andrews stated that the city is short staffed and not able to write requests for grant money to cover some of the costs of the replacements, which will be substantial especially for the groves in front of City Hall which are largely dead or dying. The consensus of the group is that requesting a grant is very important and would greatly benefit the City. The Michigan DNR has a current grant program for Urban and Community Forestry Program Grants with an application deadline of Friday October 13, 2023, a tight deadline. It was agreed that a subcommittee would meet on Tuesday October 10, 2023 to determine the feasibility of putting such a request together and to write the request if it is decided that it is feasible. Councilman Koester will work with the City to determine whether they will support such an application.

P. Lechner will reserve the Community Room for next year's Memorial Tree Dedication Ceremony, rather than the Council Chambers.

Gaskin reported that all current officers are willing to continue in their current positions. Nominations of officers and a vote on the slate to recommend to the City will be conducted at the November meeting.

Andrews reported that 25 trees will be planted at homes that requested during the fall tree planting program. The DPW will place the stakes.

New Business:

There are now two vacancies on the Commission. All members are encouraged to recommend potential new members.

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

Motion to adjourn at 9:16 p.m. moved by Madigan, and seconded by Andrews, was unanimous.

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



CITY OF GROSSE POINTE WOODS

Office of the Treasurer/Comptroller

Memorandum

DATE: November 8, 2023

TO: Mayor Bryant and City Council

SUBJECT: Contribution to Retiree Healthcare Trust Fund

I am requesting approval to transfer \$200,000 to the Retiree Health Care Trust Fund held at Charles Schwab for payment toward Other Post-Employment Benefits (OPEB). This is a budgeted item in fiscal year 2023-2024, from account 101-967-995.737. These funds will be restricted for the payment of retiree healthcare expenses.

Thank you.

Shawn Murphy
Treasurer/Comptroller

RECEIVED
NOV 08 2023
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

MEMO 23-27

TO: Frank Schulte, City Administrator
FROM: Jim Kowalski, Director of Public Services *J.K.*
Nicole Gerhart, Recreation Supervisor
DATE: November 3, 2023
SUBJECT: Recommendation – Lake Front Park Aquatic Facility Bleachers

The Lake Front Park Aquatic Facility currently has 60' of bleachers on two sides of the 25 meter pool which are in need of replacement.

The following quotes were received for four aluminum 5 row by 27' length bleacher to replace the current wooded bleachers at the Lake Front Park Aquatic Facility:

Park Warehouse	\$26,451.40
The Park Catalog	\$27,852.00
Belson Outdoors	\$31,058.59

Park Warehouse has submitted the lowest price. Each set of bleachers will come with a chain-link guard rail for patron safety.

Therefore, I am recommending that Council approve the purchase of four aluminum 5 row by 27' length bleachers from Park Warehouse in the amount of \$26,541.40.

Funds are available in the 2023/2024 fiscal year budget account no. 101-774-977.000 in the amount of \$20,000.00 and 401-902-977.104 in the amount of \$6,451.40.

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

11-6-23

Date

Fund Certification:

Account numbers and amounts have been verified as presented.

Shawn Murphy

Shawn Murphy, Treasurer/Comptroller

11-7-23

Date

RECEIVED

NOV 07 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT



Park Warehouse LLC
 7495 W. Atlantic Ave., Suite #200-294
 Delray Beach, FL 33446
 888-321-5334

**Quality Commercial Site Furnishings for
 Municipalities, Schools & Property Managers**

Billing

Nicole Gerhart
 City of Grosse Pointe
 23000 Jefferson
 St. Clair Shores, MI 48080
 Phone: 000-000-0000

Shipping

Nicole Gerhart
 City of Grosse Pointe
 23000 Jefferson
 St. Clair Shores, MI 48080

Quote: Q285319

Quote Date **Quote Expiration**
 October 31, 2023 30 Days (11/30/2023)

Sales Rep: Hope
Ref#:

\$26,451.40

If you receive a lower quote, please remember our best price guarantee!

Description	SKU	Cost	Qty	Total
5 Row Aluminum Bleachers - Baseline Series - 27 Feet Lengths: 27 Feet	335bl660-4	\$7,097.00 \$5,677.60	4	\$28,388.00 \$22,710.40
		Discount		\$5,677.60
		Subtotal		\$22,710.40
		Shipping		\$3,741.00
		Total		\$26,451.40

Quote Note: Bleachers ship knocked down, assembly required. Bleachers ship in bundles. Hardware is boxed separately and must be received and noted in your bill of lading. Please inspect and note any and all damages at the time you receive the bleachers. Thanks for the opportunity to do business!

MEMO 23-26

TO: Frank Schulte, City Administrator
FROM: James Kowalski, Director of Public Services *J.K.*
DATE: November 2, 2023
SUBJECT: 2023 DTE Energy Foundation Tree Planting Grant – Tree Purchase

On Thursday, July 27, 2023 the DPW applied for the 2023 DTE Energy Foundation Tree Planting Grant. On Friday, October 13, 2023 the City was awarded \$4,000.00 for the 2023 Tree Planting Program. Quotes were requested from the following contractors to provide pricing for various tree species for the 2023 DTE Energy Foundation Tree Planting Grant. The following quotes were received:

Landscape Source Corp.	\$14,000.00 (43 trees)
Arbor Pro Tree Service	\$14,000.00 (18 trees)
Marine City Nursery	No quote received
Three C's Landscaping	No quote received

Landscape Source Corp. was the contractor for the past seven years for the Fall Tree Program and has also provided memorial trees to the City in previous years and is qualified to provide this service.

Therefore, I recommend the purchase and planting of city trees to the lowest qualified bidder, Landscape Source Corp., 17448 26 Mile Road, Macomb, MI 48042 in an amount not to exceed \$14,000.00.

This item was included in the Fiscal Year 2023/2024 Budget in the Municipal Improvements – Trees account no. 401-902-977.401 in the amount of \$10,000.00. It will also require a budget amendment and transfer from account no. 101-000-699.000, Transfer from prior year Reserve Fund Balance into the Municipal Improvements – Trees account no. 401-902-977.401 in the amount of \$4,000.00. A grant reimbursement of \$4,000.00 will follow completion of the tree planting.

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

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

11-6-23

Date

RECEIVED

NOV 07 2023

Fund Certification:

Account numbers and amounts have been verified as presented.

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

Shawn Murphy

Shawn Murphy, Treasurer/Comptroller

11-7-23

Date

Jeanne Duffy

From: Sayers, Kevin (DNR) <SAYERSK@michigan.gov>
Sent: Friday, October 13, 2023 3:19 PM
To: Jeanne Duffy
Subject: 2023 DTE Energy Foundation Grant Awards
Attachments: PR 4167-5 DTE Tree Planting Inventory.doc; Drug Free Certification.pdf; IC 4167-9 DTE Tree Planting Grant Program - Attachment 1.doc; PR 4167-2 DTE Grantee Financial Report.doc; PR 4167-3_Volunteer_Time_Record.doc; PR 4167-4 DTE Tree Maintenance Agreement.doc; 2023 DTE - Award Letter - C of Grosse Pointe Woods.pdf; DTE 2023 Grant Agreement - C of Grosse Pointe Woods.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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

Mr. Kowalski,

Congratulations and thanks for your patience! Your tree planting proposal, submitted to the 2023 DTE Energy Tree Planting Grant program, is one of 29 projects approved for a total of nearly \$102,545 in funding in this year's grant program. [A media release was announced earlier this week.](#)

Attached please find the official award letter, grant agreement and several grant reporting forms and other reference documents for your files as follows:

Documents to review, sign/date and return (via email to me) at your earliest convenience:

- Drug-Free workplace form
- Grant Agreement
- Tree maintenance agreement

Documents to review and keep for your reference:

- Award Letter
- Grant Agreement Attachment 1

Documents to hold until your project is done and then complete and return (via email to me) for reimbursement with supporting documentation of expenses, match, pictures, summary report etc.:

- Grantee Financial Report
- Tree planting inventory
- Volunteer time record (if applicable)

Please do not begin your project until we have both signed the grant agreement. Feel free to contact me at any time with questions via cell (517.582.3209) or sayersk@michigan.gov.

Again, thank you for your patience and congratulations!

Kevin Sayers

Michigan Urban Forestry Coordinator

Phone: 517-582-3209

Email: sayersk@michigan.gov

www.mi.gov/ucf





GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



M. SCOTT BOWEN
DIRECTOR

October 13, 2023

City of Grosse Pointe Woods
Mr. James Kowalski
20025 Mack Plaza Dr.
Grosse Pointe Woods, MI 48236

Dear Mr. Kowalski,

Thank you for submitting an application for consideration to the 2023-24 DTE Energy Foundation Tree Planting Grant Program, administered by the Michigan Department of Natural Resources (DNR), Urban Forestry Program. I am pleased to notify you that your project was approved for award in the amount of **\$4000**. Congratulations!

Enclosed in this grant award packet are the following documents for signature and information:

- Grant Agreement (PR 4167-8E)
- Grant Agreement Attachment 1 (IC 4167-9)
- Department of Agriculture form AD-1049, Certification Regarding Drug-Free Workplace
- Grant reporting forms:
 - DTE Grantee's Financial Report (PR 4167-2)
 - DTE Volunteer Time Record (PR 4167-3)
 - DTE Grant Tree Planting Inventory (PR 4167-5)
 - DTE Tree Maintenance Agreement (PR 4167-4)

**Public Act 533 of 2004 requires that all non-municipal vendors and payees now enroll for state payments by electronic funds transfer (EFT) at the Vendor Self Service website <http://www.michigan.gov/budget/0,4538,7-157-79033---,00.html>. For assistance please contact the Vendor Support Call Center (888) 734-9749 or email SIGMA-Vendor@Michigan.gov*

Payment will be made upon completion of the grant and may be requested as soon as the project is completed, and all supporting documentation of eligible expenses and match is submitted. Payment must be requested no later than 30 days after the grant expiration date. **The grant expires September 1, 2024.**

Please review the documents carefully. Sign, date and return the Grant Agreement and the USDA Drug-Free Workplace form. As the Grant Supervisor, I will then sign and return an electronic copy to you for your records. Maintain the other forms for your final grant reporting and reimbursement requests.

The grant is not considered effective until the grant agreement has been fully signed and dated.

Please contact me if you have any questions at (517) 582.3209, sayersk@michigan.gov or Lawrence Sobson at (313) 316-4137, sobsonl@michigan.gov

Sincerely,

Kevin Sayers
Urban Forestry Program Manager



DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM



GRANT AGREEMENT

Issued under authority of Part 5 of Act 451, P.A. 1994, as amended, subject to the provisions of the law and the conditions herein contained. DTE Energy Foundation Tree Planting Grant Program grants are awarded to the organizations named herein.

Legal Name of Grantee: City of Grosse Pointe Woods		Grant Number DTE 23-04	Grant Amount: \$4,000.00
Street Address: 20025 Mack Plaza Dr.		SIGMA Vendor ID: CV0048381	Ending Date: 9/1/24
City, State, ZIP: Grosse Pointe Woods, MI 48236	Grantee Contact Name: James Kowalski	Grantee Contact Email: pubwks@gpwwmi.us	Grantee Telephone Number: 313-343-2460

FINANCIAL BREAKDOWN OF ESTIMATED PROJECT COSTS	DTE FUNDS AWARDED (MAX. 50% OF PROJECT)	LOCAL MATCH* (MIN. 50% OF PROJECT)
PERSONNEL		
FRINGES		
VOLUNTEER		
TREES	\$4,000.00	\$3,000.00
EQUIPMENT		
SUPPLIES		
OTHER		
CONTRACTUAL SERVICES		\$7,000.00
TOTAL	\$4,000.00	\$10,000.00

SPECIAL CONDITIONS OF GRANT (Subject to the conditions contained in Attachment 1.) * Ultimate match source(s) may differ from above. Allowable reimbursement rates: **BALLED & BURLAP** (up to \$175/tree), **BARE-ROOT** (up to \$45/tree), **SMALL CONTAINER** (up to \$50/tree), **LARGE CONTAINER** (up to \$85/tree), **SEEDLINGS** (up to \$100/100 seedlings). Tree planting costs are not reimbursable but may be used as match. All cash match expenses must be documented with paid receipts, invoices or checks. All in-kind match expenses must be documented and explained on signed/dated letterhead or equivalent.

DEPARTMENT REPRESENTATIVE TO CONTACT RELATIVE TO THIS GRANT AGREEMENT:

Name of Representative KEVIN SAYERS	Department Location/Office LANSING DIVISION OFFICE	Telephone Number 517-582-3209
Mailing Address PO Box 30452	City, State, Zip code LANSING, MI 48909-7952	Fax Number 517-373-2443

THIS GRANT AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

- conditions outlined in **Attachment 1 (IC 4167-9)**
- reimbursement may be made upon verification of actual expenditures and in accordance with conditions listed in **Attachment 1**
- request for payments may be made when the project has been completed, but must be received no later than 30 days after the grant period ends and in accordance with the conditions listed in **Attachment 1**
 - "Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). Contractor is required to register to receive payment by EFT at the Vendor Self Service website: (www.michigan.gov/budget/0,4538,7-157-79033---,00.html)
- all statements, publications or presentations concerning the grant will contain an acknowledgment of support/sponsorship from the DTE Energy Foundation and the State. **Attachment 1** provides further information.
- the Grantee hereby assures and certifies to comply with all State and Federal laws, rules, regulations, policies, guidelines, and requirements. Also, the applicant assures and certifies, with respect to the agreement that, it possesses the legal authority to enter into this grant agreement.
- this contract is not valid until it has been signed by both the grantee, and the Department's Representative. The date of the Department Representative's signature will constitute the starting date of the grant.

I, the undersigned, certify that I have read, understand, and agree to comply with this agreement and the conditions listed in **Attachment 1**, and have authority to enter into this agreement on behalf of Grantee.

Grantee Representative's Signature _____	Date _____	DNR Representative Signature _____	Date _____
--	------------	------------------------------------	------------

GRANTEE: Return a signed copy of this Agreements to:

Electronic: saversk@michigan.gov

or

Mail:

DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM
MDNR - URBAN AND COMMUNITY FORESTRY PROGRAM
PO BOX 30452
LANSING MI 48909

UNITED STATES DEPARTMENT OF AGRICULTURE
CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 *et seq.*), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(Before completing Certification, read instructions on page 2)

Alternative I

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about –
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Check if there are workplaces on file that are not identified here.

Organization Name _____

Award Number or Project Name _____

Name and Title of Authorized Representative _____

Signature _____ Date _____

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled" substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).



DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM ATTACHMENT 1



Issued under authority of Part 5 of Act 451, P.A. 1994 as amended, to provide information regarding terms and conditions of DTE Energy Foundation Tree Planting grants. Subject to the provisions of the law and conditions herein contained.

In this Attachment, the State of Michigan, Department of Natural Resources, Forest Resources Division is referred to as the State. Acting for the State is the Grant Officer, Jeff Stampfly, referred to as the State. The Grant Supervisor is Kevin Sayers.

SECTION 1 - GRANT

This grant consists of the Grantee's DTE Energy Foundation Tree Planting Grant Application and Information, DTE Energy Foundation Tree Planting Grant Agreement, DTE Energy Foundation Tree Planting Grant Program Grant Agreement Attachment 1, and written and oral instructions from the Supervisor.

SECTION 2 - COMPENSATION AND METHOD OF PAYMENT

The State agrees to reimburse the Grantee for authorized expenditures as listed in the DTE Energy Foundation Tree Planting Grant Application and Information upon verification of actual, eligible expenditures and match obligation. This sum is not to exceed the actual costs or grant award amount, whichever is less.

Request for payments may be made when the project has been completed, but must be received no later than 30 days after the grant period ends. Full payment will be made upon completion of the project and compliance with State reporting and auditing requirements. Failure to meet these deadlines may result in non-reimbursement to the Grantee.

SECTION 3 - REPORTING AND AUDITING REQUIREMENTS

As well as conferring with the DNR Supervisor, the Grantee will file a final financial and program report. The reports will be submitted upon completion of the project. The reports shall specify total expenditures, broken down as to the federal portion and the Grantee's share of costs. Total expenditures will be broken down by major budget categories. Reports will be accompanied by documentation showing that the charges are for allowable purposes and that the expenditure listings are accurate and suitable for audit. In addition to the summary documentation submitted to the Department, the Grantee will keep complete financial records such that all charges, whether paid from grant funds or from the Grantee's matching funds, can be readily traced to their origins. Basic documents required to be maintained for audit include purchase orders, vouchers authorizing payments, time records for individual employees' and volunteers' hours charged to this program.

The Grantee's progress report(s) will be submitted on forms supplied by the Department. Supplementary information summarizing accomplishments will be included in narrative form. The project and related reports are subject to audit by both the Department and DTE Energy Foundation. This may include both financial audits and site visits.

SECTION 4 - ADMINISTRATION OF GRANT, CHANGES

From time to time, changes may be needed in the scope of the project and the grant. All changes must be approved by the

Grant Supervisor. Changes must be in writing and approved in advance.

SECTION 5 - STANDARDS OF WORK

In determining whether or not the Grantee has performed its obligations, it is agreed and understood that the Grant Officer shall rely on the evaluation of the Supervisor. The Grant Officer or the Supervisor may issue written or oral instructions. Any instructions that affect the scope of work, price, period of performance, or any other provision of the Grant must be in accordance with specific provisions of the Grant. The Grantee agrees that the performance of the services under this Grant shall be performed to high professional standards.

SECTION 6 - CANCELLATION

Cancellation of the Grant by the State may be for: (a) default by the Grantee, or (b) lack of further need for the service at the location named in the Grant. Default is defined as the failure of the Grantee to comply with any term or condition of this Grant. In case of default by the Grantee, the State may cancel the Grant immediately and procure the services from other sources. The State can make payment up to 20% of the grant award for any reimbursable, non-cancelable expenditures that have been completed to the satisfaction of the Grant Supervisor and complies with other grant requirements.

In the event the State no longer needs the service specified in the Grant due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding, the State may cancel the Grant by giving the Grantee written notice of such cancellation thirty (30) days prior to the date of cancellation. The Grantee can request reimbursement for reasonable non-cancelable expenditures made prior to the date of the written notice of cancellation that have been completed to the satisfaction of the Grant Supervisor and complies with other grant requirements.

SECTION 7 - DISPUTES

Except as otherwise provided for in this Grant, any dispute arising under this Grant which is not disposed of by agreement shall be decided by the Grant Officer, who shall reduce his/her decision to writing and mail or otherwise furnish a copy to the Grantee. The decision of the Grant Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Grantee mails or otherwise furnishes to the Grant Officer a written appeal. Pending final decision of disputes, the Grantee shall proceed diligently with the performance of this Grant and in accordance with the Grant Officer's decision.

SECTION 8 - OFFICIALS NOT TO BENEFIT

No member of the Legislature of the State of Michigan or any individual employed by the State shall be allowed any share or part of this Grant, or to any benefit that may arise.

SECTION 9 - COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Grantee, to solicit or secure this Grant, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Grantee, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Grant. For breach or violation of this warranty, the State shall have the right to annul this Grant without liability or, in its discretion, to deduct from the Grant price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 10 - INDEPENDENT CAPACITY OF GRANTEE

The parties agree that the Grantee, in the performance of this Grant, shall act in an independent capacity and not as officer, employee, or agent of the State and shall assure any and all obligations from liability that may arise out of or in connection with this grant.

SECTION 11 - ASSIGNABILITY

This Grant is not assignable by the Grantee, either in whole or in part.

SECTION 12 - INSPECTION AND ACCEPTANCE

Final inspection and acceptance of all work required under this Grant shall be performed by the Supervisor, the Grant Officer, or such person as he/she may duly authorize in writing.

SECTION 13 - GRATUITIES

- a. The State may, by written notice to the Grantee, terminate the right of the Grantee to proceed under this Grant if it is found, after notice and hearing, by the Grant Officer or his/her duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Grantee, or any agent or representative of the Grantee, to any officer or employee of the State with a view toward securing a grant or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such grant; provided that the existence of the facts upon which the Grant Officer or his/her duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.
- b. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

SECTION 14 - ACKNOWLEDGMENT OF PARTICIPATION

Acknowledgment of State Participation/Support and DTE Energy Foundation.

All publications or oral presentations concerning the project or this agreement will contain an acknowledgment of the State's, and DTE Energy Foundation's participation and support, unless either requests in writing that their participation and support not be acknowledged.

All publications or oral presentations concerning the project or this agreement will contain an acknowledgment of DTE Energy Foundation's participation and support.

Where appropriate, this credit line should be used for news releases, publications, reports, and other communications:

"This (tree planting project) was supported, in part, by a grant from the Michigan Department of Natural Resources, Urban and Community Forestry program and the DTE Energy Foundation."

Where appropriate, project signs or other information placards should acknowledge Department and DTE Energy Foundation support. Specific wording will be determined by the Grantee and Grant Supervisor.

SECTION 15 - NONDISCRIMINATION

In connection with the performance of work under this Grant, the Grantee agrees as follows:

- a. In accordance with Act. No. 453, Public Acts of 1976, the Grantee agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Grant.
- b. The Grantee agrees that any and all subcontracts to this Grant, where a portion of the work set forth in this Grant is to be performed, shall contain a covenant the same as set forth in paragraph a.
- c. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, or marital status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- d. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, age, sex, height, weight, or marital status.
- e. The Grantee will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission, which may be in effect prior to the taking of bids for any individual State project.
- f. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a Grantee has not complied with the contractual obligations under this Grant, the Michigan Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the Grant found to have been violated, and/or declare the Grantee ineligible for future grants with the State of Michigan and its political and civil subdivisions, departments, and officers, including the governing boards of institutions in higher education, until

the Grantee complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Grantee is declared ineligible to grant as a granting party in future grants. In any case before the Michigan Civil Rights Commission in which cancellation of an existing grant is a possibility, the granting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

- g. The Grantee will comply with Act 220 of the Public Acts of 1976, the Michigan Handicapper's Civil Rights Act, and SECTION 504 of the Rehabilitation Act of 1973, P.L. 93-112, both of which prohibit discrimination against handicapped persons.

SECTION 16- PRICE

Prices quoted by the Grantee shall be the maximum to be charged during the Grant period; the State shall receive the benefit of any decrease in price that may occur.

SECTION 17 - TAXES

The State is exempt from Federal Excise Tax, and State or Local Sales Tax. Bid prices shall not include such taxes. Exemption Certificates for Federal Excise Tax will be furnished upon request.

SECTION 18 - INDEMNIFICATION

The Grantee shall indemnify and hold harmless the State, and its agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to, reasonable attorneys' fees arising out of, or resulting from the contracting out of and or performance of the work, which includes all labor, material and equipment required to produce the commodity, construction, and/or service required by the Grant, provided that any such claim, damage, loss, or expense

- a. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and
- b. is caused in whole or in part, by any negligent act or omission of the Grantee, any subgrantee, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified.

In any and all claims against the State, or any of its agents or employees by any employee of the Grantee, any subgrantee, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Grant shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Grantee or any subgrantee under worker's compensation acts, disability benefit acts, or other employee benefits acts.

The obligations of the Grantee under this Grant shall not extend to the liability of the State, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of, or the failure to give

directions or instructions by the State, its agents or employees.

SECTION 19 - GRANTEE'S LIABILITY INSURANCE

The Grantee shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of, or result from, the Grantee's operations under the Grant, whether such operations be by himself/herself or by a subgrantee, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims under worker's compensation, disability benefit, and other similar employee benefit act. A non-resident Grantee shall have insurance for benefits payable under Michigan's Worker's Compensation Law for any employee, resident of and hired in, Michigan; and as respects to any other employee protected by worker's compensation laws of any other state the Grantee shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employee.
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employee, subject to limits of liability of not less than \$300,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- e. Insurance for subparagraphs 3 and 4 non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Grantee's obligations under the indemnification clause of this Grant.

SECTION 20 - SOURCE OF FUNDS - TERMINATION

The State's payment of funds for purposes of this Grant is subject to and conditional upon the availability of funds for such purposes, being Foundation and/or State funds. No commitment is made by the State to continue or expand such activities. The State may terminate this Grant immediately upon written notice to the Grantee at any time prior to the completion of this Grant if, in the opinion of the State, funding becomes unavailable for this service, such funds are restricted.

In the event of termination, reimbursement of reasonable non-cancelable expenditures in accordance with SECTION 6 may be provided.

SECTION 21 - FEES AND OTHER SOURCES OF FUNDING

The Grantee shall not seek nor obtain funding through fees or charges to any client receiving services for which the State reimburses the Grantee under this Grant. The Grantee

guarantees that any claims made to the State under this Grant shall not be financed by any source other than the State under the terms of this Grant. If funding is received through any other source, the Grantee shall delete from Grantee billings, or immediately refund to the State, the total amount representing such duplication of funding.

SECTION 22 - PUBLICATION - APPROVAL AND COPYRIGHT

The State, DTE Energy Foundation and Grantee shall have co-copyright, property, and publication rights in all written or visual material or other work products developed in connection with this Grant. It is mutually agreed that the Grantee shall have the right to publish and disseminate work products under this Grant, provided that such publication shall contain a reference to the State and Foundation as being the holder of the copyright to the work.

SECTION 23 - RECORDS AND ACCOUNTS

The Grantee shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the Granting Officer to assure a proper accounting for all project funds. Such records shall be the property of the State and made available for audit.

The Grantee shall install and maintain an accounting system to identify and support all expenditures billed to the State under this Grant. The accounting system must record all income and expenses for the Grantee's total program of which services provided under this Grant are a part. The accounting system, as a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

The Grantee shall maintain, within the accounting system, salary and fringe benefits accounts that break out positions, hospitalization, retirement, worker's compensation, and other fringe benefits. The Grantee shall establish and maintain payroll records for all employees. The Grantee, in establishing and allocating salary and wages for employees, shall support these charges by electing to establish either:

- a. An adequate appointment and workload distribution system, accompanied by monthly reviews showing the actual changes in the workload distribution of each employee (i.e., an exception reporting system); or
- b. A monthly after-the-fact certification system which requires persons in supervisory positions having first-hand knowledge of the services performed to report the distribution of effort (i.e., a positive reporting system).

SECTION 24 - REVIEW AND MONITORING REPORTS

The Grantee shall comply with all program and fiscal review reporting procedures, as are, or may be, established by the State in completion of monitoring and progress reports at time intervals and on forms specified by the State. Any additional reports as deemed necessary by the Supervisor shall be made and submitted by the Grantee upon request.

SECTION 25 - EXAMINATION AND MAINTENANCE OF RECORDS

The Grantee shall permit the State or any of its identified agents access to the facilities being utilized at any reasonable time to

observe the operation of the program. Further, the Grantee shall retain all books, records, or other documents relevant to the Grant for six years after final payment, at his/her cost, and federal auditors and any other duly authorized by the State shall have full access to, and the right to examine and audit, any of the material during the period. If an audit is initiated prior to the expiration of the six year period, and extends part that period, all documents shall be maintained until the audit is completed. The State shall provide findings and recommendations of audits to the Grantee. The State shall adjust future payments or final payment if the findings of an audit indicate over or under payment to the Grantee in the period prior to the audit. If no payments are due and owing the Grantee, the Grantee shall immediately refund all amounts which may be due the State. The Grantee shall assure, as a condition of any sale or transfer of ownership of the Grantee agency, that the new purchasers or owners maintain the above described books, records, or other documents for any unexpired portion of the six year period after final payment under this Grant or the Grantee shall otherwise maintain the records as the State may direct. The Grantee shall, if he/she ceases business operations, maintain the records as the State may direct.

SECTION 26 - COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS

The Grantee will comply with all State and Federal laws, rules, regulations, policies, guidelines, and requirements.

SECTION 27 – SUSPENDED AND DEBARRED PARTIES:

Subawards to debarred and suspended parties.

Grantees and subgrantees must not make any award or permit any award (subgrant or contract) as any tier to any party which is debarred, suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." List of debarred parties: <https://www.sam.gov/portal/public/SAM/>.



Michigan Department of Natural Resources, Forest Resources Division

DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM TREE MAINTENANCE AGREEMENT



This information is required under authority of Part 5 of Act 451, P.A. 1994, as amended to verify information and report progress on the DTE Energy Foundation Tree Planting Grant Program.

Grant No.: _____

The Grantee certifies that customary and reasonable tree care and maintenance will be performed for three (3) years on all trees planted under the terms of the DTE Energy Foundation Tree Planting Grant Program.

Research has shown that tree care during the first three years after transplanting is critical to ensuring its long-term success and establishment. The estimated cost of the first year of tree maintenance may be counted towards the grantee match requirement.

Minimum standards for tree care are those criteria, instructions, and examples contained in *Tree Maintenance Guidelines (IC4108-1)*. Additionally, it is recommended that Grantee refer to the *American National Standards for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices (ANSI – A300)*. Tree maintenance includes, but is not limited to: watering, fertilizing, pruning, trimming, mulching, staking, and removing and replacing dead or dying trees.

Upon completion of the tree planting, a list of trees planted under this project must be submitted (PR4167-5). For each tree, list:

- Month and year planted
- Planting location
- Species
- Diameter or height

A substitute format (e.g. spreadsheet) may be used with approval of the Grant Supervisor.

Failure to comply with this requirement may result in cancellation of the current grant and disqualification from future grants.

I certify that I have read and understand the minimum standards for customary and reasonable tree care and maintenance and my organization will comply with all of the above.

Grantee Representative Name (please print)

Signature

Date



Michigan Department of Natural Resources, Forest Resources Division



DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM

TREE INVENTORY

This information is required under authority of Part 501 of Act 451, P.A. 1994, as amended to verify information and report progress on the DTE Energy Foundation Tree Planting Grant Program.

GRANT NO. DTE

GRAND TOTAL # OF TREES _____

A substitute format (i.e., database spreadsheet, computerized inventory printout, etc.) may be used with approval of the Grant Supervisor.

PLANTED (Month/Year)	LOCATION (Street address, park name, etc.)	SPECIES (Common or scientific name)	SIZE (Diameter/Height)

I certify that the above information is correct.

_____ Grantee Representative name – PLEASE PRINT _____ Grantee Representative Signature _____ Date

Return completed report(s) to: **DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
URBAN AND COMMUNITY FORESTRY PROGRAM
PO BOX 30452
LANSING MI 48909-7952**



Michigan Department of Natural Resources – Forest Resources Division

DTE Energy Foundation Tree Planting Grant Program Volunteer Time Record

**DTE Energy
Foundation**



This information is required under authority of Part 5, 1994 PA 1994, as amended.

NAME (print or sign)	ACTIVITY DESCRIPTION	DATE PERFORMED	HOURS	HOURLY RATE*	TOTAL VALUE
TOTALS					

* **VOLUNTEER VALUE RATES:** \$24 (adults 16 & older); \$12 (Youth under 16). For professional services/time, use current professional rates and provide documentation of value.

I certify as the Grantee Representative that the information provided above is true and accurate to the best of my knowledge.

Grantee Representative Name - *Please Print*

Title - *Please Print*

Grantee Representative's Signature

Date

DNR USE ONLY	
APPROVE	<input type="checkbox"/> DISAPPROVE
Name <i>Please Print</i>	Title
Signature	Date

Return/mail completed record to:

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES
URBAN AND COMMUNITY FORESTRY PROGRAM
PO BOX 30452
LANSING MI 48909-7952**



Michigan Department of Natural Resources, Forest Resources Division

**DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM
GRANTEE'S FINANCIAL REPORT**

**DTE Energy
Foundation**



This information required under authority of Part 5 of Act 451, P.A. 1994, as amended to verify information and report progress on the DTE Energy Foundation Tree Planting Grant Program.

Grant No.	CASH CONTRIBUTIONS ¹		IN-KIND SERVICES ² (IN DOLLARS)	TOTAL
	Reimbursed Grant Funds (DTE Energy Foundation)	Grantee's Match (Local)		
Personnel				
Fringes				
Volunteer				
Trees				
Equipment				
Supplies				
Other				
Contractual Services				
TOTAL				

¹ *Cash contributions:* Cash expended to complete the grant must be documented with copies of paid receipts, invoices, and/or salary reports..

² *In-kind support:* Expense/value provided to complete the grant must be documented by minimum of signed/dated letterhead explaining how expense/value was calculated.

I certify that the above information is correct.

Grantee Representative Name – PLEASE PRINT _____

Grantee Representative Signature _____

Date _____

FOR GRANT REIMBURSEMENT, THE FOLLOWING DOCUMENTS MUST BE SUBMITTED:

- Project Narrative Summary (1pg. max): Include project goals, actual accomplishments and impact on the community. Also include key observations of successes, barriers or limitations to project completion.
- Copies of paid invoices, receipts etc. that document reimbursable expenditures and match on this project.
- Signed DTE Energy Foundation Tree Planting Grant Program Grantee's Financial Report - (PR 4167-2).
- Signed DTE Energy Foundation Tree Planting Grant Program Tree Maintenance Agreement - (PR 4167-4).
- Signed DTE Energy Foundation Tree Planting Grant Program Tree Inventory - (PR 4167-5).
- DTE Energy Foundation Tree Planting Grant Program Volunteer Time Record (*if applicable*) - (PR 4167-3).

Return completed report(s) to: Electronic: saversk@michigan.gov

or

Mail:

DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM
MDNR - URBAN AND COMMUNITY FORESTRY PROGRAM
PO BOX 30452
LANSING MI 48909

MEMO 23-28

TO: Frank Schulte, Director of Public Services
FROM: James Kowalski, Director of Public Services *J.K.*
DATE: November 6, 2023
SUBJECT: Wayne County Annual Permit Community Resolutions

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

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

Attachments

Recommended for Approval as Submitted:

Frank Schulte

Frank Schulte, City Administrator

11-6-23

Date

RECEIVED

NOV 07 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT



Warren C. Evans
County Executive

October 05, 2023

CITY OF GROSSE POINTE WOODS
(313) 640-160
17147 Maumee Ave
Grosse Pointe, MI 48230-1534

RE: Annual Maintenance Permit - A-24054

Attention: James Kowalski

Enclosed is your Wayne County Annual Maintenance Permit package. The Annual Permit authorizes a municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:

1. Sanitary sewer inspection, repair and routine maintenance.
2. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter).
3. Application of dust palliatives.
4. Repair and replacement of existing sidewalks.

Note: A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.

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

1. *Scope of Work and Conditions for Municipal Maintenance Permits*
2. *General Conditions and Limitations of Permits*
3. *Indemnity and Insurance Attachment*
4. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

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

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

As a condition of the annual permit, the County requires that your governing body pass a blanket resolution of approval which

- a) agrees to fulfill all permit obligations and conditions
- b) to the extent allowed by law, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

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

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

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

If you have any questions regarding this Annual Permit, please contact me at (734) 858-2774, extension 2024.

Sincerely,

Indira Boda
Permit Coordinator

C: file

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

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



Permit No. A-24054	
ISSUE DATE 10/5/2023	EXPIRES 12/31/2024
REVIEW NO.	Work Order 79636

72 HOURS BEFORE ANY
 CONSTRUCTION CALL
 Inspection Staff
 (734) 858-2761
 FOR INSPECTION

WAYNE COUNTY
 DEPARTMENT OF PUBLIC SERVICES

PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PROJECT NAME: _____

LOCATION: CITY/TOWNSHIP: _____

PERMIT HOLDER: CITY OF GROSSE POINTE WOODS 20025 Mack Plaza Dr Grosse Pointe Woods, MI 48236-2343 Contact: JAMES KOWALSKI	Work: Work Ext: Mobile: Home:	CONTRACTOR: Contact:	Work: Work Ext: Mobile: Home:
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DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

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

- SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
- WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE
- DUST PALATIVE, CALCIUM& SALT APPLICATIONS.
- SIDEWALK REPAIR AND REPLACEMENT.
- TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

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

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS

ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT

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

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

FINANCIAL SUMMARY	DEPOSITOR	APPROVED PLANS PREPARED BY
TOTAL PERMIT AMOUNT	Bank:	Applicant :
Credit	Tender Type:	PLANS APPROVED BY
	Date:	Matthew Fiems
	Check No.:	DATE
	Final Check:	REQUIRED ATTACHMENTS
		Approved Plans. General Conditions. Indemnity and Insurance Attachment. Rules, Specifications and Procedures for Permit.

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

WAYNE COUNTY DEPARTMENT
 OF PUBLIC SERVICES

 JAMES KOWALSKI
 PERMIT HOLDER NAME / AUTHORIZED AGENT

 DATE

 PREPARED BY

 CONTRACTOR NAME / AUTHORIZED AGENT

 DATE

 VALIDATED BY PERMIT COORDINATOR

 DATE



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

**Scope of Work and Conditions Attachment
For Annual Municipal Maintenance Permits**

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

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

Sanitary Sewers

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

Water Main and installation of 2" pipe

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

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

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

Dust Palliative Applications

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

Sidewalk

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

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

Street Sweeping

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

Permit Conditions

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



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

Conditions & Limitations of Permits

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

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

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

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

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

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

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

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

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

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

2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 483-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Resolution No. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name	Title
_____	_____
_____	_____

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

#305299-v2



Warren C. Evans
County Executive

October 24, 2023

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

RE: Annual Pavement Restoration Permit - A-24109

Attention: James Kowalski

Enclosed is your Wayne County Annual Pavement Restoration Permit package. The Annual Permit authorizes your company to occupy Wayne County Road rights-of-way for the purpose of pavement repair and restoration.

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

1. *General Conditions and Limitations of Permits*
2. *Indemnity and Insurance Attachment*
3. *Model Community Resolution*

Please review the insurance attachment carefully since the insurance requirements have been recently updated.

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

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

In particular, refer to Section 6, "Restoration" and Section 7, "Maintaining Traffic and Traffic Control Devices" for specific rules and specifications regarding pavement restoration work. Additionally, refer to Wayne County Standards of Permit Construction, numbered: PR-1, PR-2, PR-3, PR-4 and PR-5 for detailed specifications on pavement repair and patching. These standards are also available online at the above web address.

As an additional condition of this annual permit, the Permit Holder agrees to provide at least 72 hours' prior notice before starting any construction. Each notice shall be sent to the Permit Office at the address shown below and shall include the location and date of the proposed work along with a detailed set of construction plans.

For each restoration project, plan review and inspection costs, including overtime, supervision, materials testing, and emergency work (if required) will be billed to the Permit Holder on a monthly basis.

Please return the original permit, signed, and dated by an authorized signatory, confirming that the signer's name is typed below the signature line and submit these documents to:

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

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

If you have any questions regarding this Annual Permit, please contact me at (734) 858-2774, extension 2024.

Sincerely,

Indira Boda

Permit Coordinator

C: file

Attachments: Annual Permit
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution

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



Permit No. A-24109	
ISSUE DATE 10/24/2023	EXPIRES 12/31/2024
REVIEW NO.	Work Order 79349

72 HOURS BEFORE ANY
 CONSTRUCTION CALL
Inspection Staff
(734) 858-2761
 FOR INSPECTION

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

PROJECT NAME: Grosse Pointe Woods - Pavement Restoration

LOCATION: CITY/TOWNSHIP: City of Grosse Pointe Woods

PERMIT HOLDER: CITY OF GROSSE POINTE WOODS 20025 Mack Plaza Dr Grosse Pointe Woods, MI 48236-2343 Contact: JAMES KOWALSKI	Work: Work Ext: Mobile: Home:	CONTRACTOR: Contact:	Work: Work Ext: Mobile: Home:
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DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)
 TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

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

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

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

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES.
<http://mutcd.fhwa.dot.gov>

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

FINANCIAL SUMMARY	DEPOSITOR	APPROVED PLANS PREPARED BY
TOTAL PERMIT AMOUNT	Bank: Tender Type: Date: Check No.: Final Check:	Applicant : PLANS APPROVED BY Matthew Fiems DATE
Credit		REQUIRED ATTACHMENTS Approved Plans, General Conditions, Indemnity and Insurance Attachment, Rules, Specifications and Procedures for Permit.

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

**WAYNE COUNTY DEPARTMENT
 OF PUBLIC SERVICES**

 JAMES KOWALSKI
 PERMIT HOLDER NAME / AUTHORIZED AGENT

 DATE

 PREPARED BY

 CONTRACTOR NAME / AUTHORIZED AGENT

 DATE

 VALIDATED BY PERMIT COORDINATOR

 DATE



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Resolution No. _____

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

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

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

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

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

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

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

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

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

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

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

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

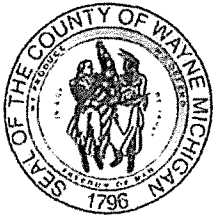
The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

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

Name	Title
_____	_____
_____	_____

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

#305299-v2



Warren C. Evans
County Executive

October 20, 2023

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

RE: Annual Permit for Special Events - A-24142

Attention: James Kowalski

Enclosed is your Wayne County Annual Permit for Special Events package. This annual permit grants preliminary authorization to a municipality to

- a) temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
- b) to use a county road as a detour for traffic around such activity taking place on a non-county road.
- c) place a temporary banner within the County right-of-way;

In addition to the annual permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *Annual Special Events Attachment for Municipalities*
2. *Banner Attachment for Municipalities*
3. *General Conditions and Limitations of Permits*
4. *Model Community Resolution*

As a condition of the annual permit, the County requires that a governing body pass a blanket resolution, effective for all permitted road closures for special events and installation of banners planned throughout the year which

- a) agrees to fulfill all permit obligations and conditions for the current year
- b) to the extent allowed by law, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity.
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf

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



For additional information on the Annual Permit for Special Events (Road Closure/Detour and Banner Placement), please refer to Rule 11.4 published in the Wayne County, Rules, Specifications & Procedures for Construction Permits.

This publication may be downloaded at

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

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

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

Once received, an executed copy will be returned to you for your files.

If you have any questions regarding this Annual Permit, please contact me at **734.858.2774**.

Sincerely,

Indira Boda
Permit Coordinator

C: file

Attachments:

*Annual Permit
Annual Special Events Attachment for Municipalities
Banner Attachment for Municipalities
General Conditions and Limitations of Permits
Model Community Resolution*

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



Permit No. A-24142	
ISSUE DATE 10/20/2023	EXPIRES 12/31/2024
REVIEW NO.	Work Order

72 HOURS BEFORE ANY
 CONSTRUCTION CALL
Inspection Staff
(734) 858-2761
 FOR INSPECTION

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

PROJECT NAME: Grosse Pointe Woods - Special Events

LOCATION: CITY/TOWNSHIP: City of Grosse Pointe Woods

PERMIT HOLDER:

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

Work:
 Work Ext:
 Mobile:
 Home:

CONTRACTOR:

Work:
 Work Ext:
 Mobile:
 Home:

Contact:

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

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

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

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

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

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

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

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

FINACIAL SUMMARY	DEPOSITOR	APPROVED PLANS PREPARED BY Applicant :
TOTAL PERMIT AMOUNT	Bank: Tender Type: Date:	PLANS APPROVED BY Matthew Fiems DATE
Credit	Check No.: Final Check:	REQUIRED ATTACHMENTS Approved Plans, General Conditions, Indemnity and Insurance Attachment, Rules, Specifications and Procedures for Permit.

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

WAYNE COUNTY DEPARTMENT
OF PUBLIC SERVICES

James Kowalski
PERMIT HOLDER NAME / AUTHORIZED AGENT

DATE

PREPARED BY

CONTRACTOR NAME / AUTHORIZED AGENT

DATE

VALIDATED BY PERMIT COORDINATOR

DATE



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

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

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

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

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

The written request shall be sent to the following offices:

Wayne County Permit Office
33809 Michigan Ave
Wayne MI 48184

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

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

Permit Conditions:

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

Revised: October 7, 2008



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

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

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

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

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

Design & Placement Requirements

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

Permit Conditions

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

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



Wayne County Department of Public Services
Engineering Division – Permit Office

Conditions & Limitations of Permits

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

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

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

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

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

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

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

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

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

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

2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL 346.9701 et seq. as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Resolution No. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name	Title
_____	_____
_____	_____

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

#305299-v2



CITY OF GROSSE POINTE WOODS
MEMORANDUM

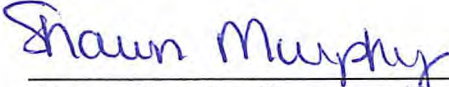
Date: November 8, 2023
To: Mayor Bryant and City Council
From: Shawn Murphy, Treasurer/Comptroller
Re: Unpaid Invoices

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

Grass Cutting/Property Maintenance	\$ 1,773.50
Cross Connection Fees	<u>\$ 875.00</u>
Total Unpaid Invoices	\$ 2,648.50

Staff has made several attempts to collect these fees but have been unsuccessful. I am requesting City Council to authorize the transfer of the unpaid invoices to the real December 2023 property tax bills.

Thank you.



Shawn Murphy, Treasurer/Comptroller

RECEIVED
NOV 08 2023
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

LANDSCAPING & CROSS CONNECTION INVOICES - WINTER 2023 TAX ROLL

Invoice #	Date Filed	Invoice Sent	Customer Name	Address	Street	PARCEL #	Service Provided	Amount
W57020	4/21/2023	5/11/2023	2044 BRY'S DRIVE LLC	2044	BRY'S DR	003-05-0003-000	BLIGHT & DEBRIS REMOVAL	\$419.50
W57819	5/2/2023	6/27/2023	CHAMPION PROPERTY SOLUTIONS	681	HOLLYWOOD AVE	006-06-0042-000	GRASS CUT & TRIM	\$263.50
W57820	5/12/2023	6/27/2023	TEMPLETON, JOHN	1108	ROSLYN RD	006-01-0201-000	GRASS CUT & TRIM	\$156.00
W57826	5/19/2023	6/27/2023	DANNA, DIANE M	2016	HUNTINGTON BLVD	011-02-0230-001	BLIGHT & DEBRIS REMOVAL	\$98.00
W57827	5/19/2023	6/27/2023	LEASENDALE, DANA R	1514	ANITA AVE	004-06-0044-000	GRASS CUT - REMOVAL OF WEEDS	\$98.00
W57828	5/19/2023	6/27/2023	EKWERE, NSIKAN - ROSEMARY DAVIES	2033	COUNTRY CLUB DR	007-03-0265-000	GRASS CUT & TRIM	\$65.00
W57830	5/26/2023	6/27/2023	CHAMPION PROPERTY SOLUTIONS	681	HOLLYWOOD AVE	006-06-0042-000	GRASS CUT & TRIM	\$215.00
W57887	5/31/2023	7/5/2023	BEHRAVESH-KOEGLER, SHAHIN A	1447	SUNNINGDALE DR	010-01-0085-000	GRASS CUT & TRIM	\$254.00
W57892	6/13/2023	7/5/2023	DICICCO, RONALD A	20810	MARTER RD	006-99-0003-003	GRASS CUT - REMOVAL OF WEEDS	\$87.50
W57894	6/28/2023	7/5/2023	CHAMPION PROPERTY SOLUTIONS	681	HOLLYWOOD AVE	006-06-0042-000	GRASS CUT - REMOVAL OF WEEDS	\$117.00
CROSS CONNECTION								
23-12		6/12/2023	SORELLE SALON	21123	MACK AVE		CROSS CONNECTION	\$125.00
23-14		6/12/2023	INDIAN VILLAGE CLEANERS	20948	MACK AVE		CROSS CONNECTION	\$125.00
23-33		7/10/2023	BURR & TEMKIN	1841	LANCASTER ST		CROSS CONNECTION	\$125.00
23-36		7/10/2023	GPW JUICE	21110	MACK AVE		CROSS CONNECTION	\$125.00
23-38		7/10/2023	MEDICAL WEIGHT LOSS	20927	MACK AVE		CROSS CONNECTION	\$125.00
23-41		7/10/2023	OCCUPANT	21035	MACK AVE		CROSS CONNECTION	\$125.00
23-42		7/10/2023	OCCUPANT	21300	MACK AVE		CROSS CONNECTION	\$125.00
			TOTAL					\$2,648.50



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

INVOICE

October 10, 2023
 Project No: 0160-0446-0
 Invoice No: 146398

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

Project 0160-0446-0 VERNIER ROAD WATER MAIN REPLACEMENT

PURCHASE ORDER #21-46704 - \$217,000.00
 FOR: CONTRACT ADMINISTRATION & CONSTRUCTION OBSERVATION
Professional Services from August 28, 2023 to September 24, 2023

Professional Personnel

	Hours	Rate	Amount	
RESEARCH/REVIEW				
PRINCIPAL ENGINEER	3.50	114.30	400.05	
CONTRACT ADMINISTRATION				
LICENSED ENG/SUR/ARC	4.50	114.30	514.35	
ENGINEERING AIDE III	2.60	77.70	202.02	
SENIOR PROJECT ENGINEER	1.00	114.30	114.30	
CONSTRUCTION OBSERVATION				
GRADUATE ENG/SUR/ARC	76.50	92.70	7,091.55	
Totals	88.10		8,322.27	
Total Labor				8,322.27

Billing Limits	Current	Prior	To-Date	
Total Billings	8,322.27	72,142.65	80,464.92	
Limit			217,000.00	
Remaining			136,535.08	
		Total this Invoice		\$8,322.27

PO 46704
 #592-537-977.310
 ok-g.jk
 sm 10/17/23
 FS 10-17-23

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NOV 07 2023

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

October 10, 2023
 Project No: 0160-0449-0
 Invoice No: 146401

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: CONTRACT ADMIN., EVALUATION, DEVELOPING TEMPLATE REPORT
Professional Services from August 28, 2023 to September 24, 2023

Phase 02 EVALUATION

Professional Personnel

	Hours	Rate	Amount	
RESEARCH/REVIEW				
GRADUATE ENG/SUR/ARC	3.50	92.70	324.45	
GENERAL				
LICENSED ENG/SUR/ARC	6.50	114.30	742.95	
Totals	10.00		1,067.40	
Total Labor				1,067.40
				Total this Phase \$1,067.40

Billing Limits	Current	Prior	To-Date	
Total Billings	1,067.40	33,020.18	34,087.58	
Limit			107,000.00	
Remaining			72,912.42	
				Total this Invoice \$1,067.40

PO 46947
 # 592-537-818.000
 OK - J.K.
 SM 10/17/23
 FS 10-17-23

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NOV 07 2023

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

INVOICE

October 10, 2023
 Project No: 0160-0456-0
 Invoice No: 146402

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. & CONSTRUCTION OBSERVATION
Professional Services from August 28, 2023 to September 24, 2023

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION STAKEOUT				
TEAM LEADER	.50	92.70	46.35	
SENIOR PROJECT SURVEYOR	3.50	114.30	400.05	
RESEARCH/REVIEW				
PRINCIPAL ENGINEER	4.00	114.30	457.20	
CONTRACT ADMINISTRATION				
LICENSED ENG/SUR/ARC	11.00	114.30	1,257.30	
ENGINEERING AIDE III	2.40	77.70	186.48	
CONSTRUCTION OBSERVATION				
GRADUATE ENG/SUR/ARC	4.00	92.70	370.80	
ENGINEERING AIDE III	22.50	77.70	1,748.25	
GENERAL				
LICENSED ENG/SUR/ARC	1.50	114.30	171.45	
Totals	49.40		4,637.88	
Total Labor				4,637.88

Reimbursable Expenses

REIMBURSABLE OTHER EXPENSE				
9/6/2023 G2 CONSULTING	Invoice# 232207		2,305.00	
Total Reimbursables			2,305.00	2,305.00

Unit Billing

2 PERSON CREW-CONSTRUCTION STAKEOUT	8.0 HOURS @ 156.50	1,252.00	
Total Units		1,252.00	1,252.00

Billing Limits

	Current	Prior	To-Date
Total Billings	8,194.88	210,134.84	218,329.72
Limit			436,920.00
Remaining			218,590.28

Total this Invoice \$8,194.88

PO47265
 # 202-451-977-803 \$2,212.62
 # 592-537-977-310 \$5,982.26

OK - J.K.
 SM 10/17/23 FA 10-17-23

CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

NOV 07 2023

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G2 Consulting Group, LLC
1866 Woodslee Street
Troy, MI 48083

INVOICE

Invoice Number: 232207
 Invoice Date: July 31, 2023
 Page Number: 1

Voice: 248.680.0400
 Fax: 248.680.9745

Bill To: Accounts Payable
 Anderson, Eckstein & Westrick
 51301 Schoenherr Road
 Shelby Township, MI 48315

Customer ID	Purchase Order No.	G2 Project No.	
AEW001	AEW No. 0160-0456	230349	
Payment Terms	Due Date	Ship Date	Shipping Method
Net 30 Days	August 30, 2023		

Quantity	Description	Unit Price	Amount
13.25	Engineering Technician, Regular Hours, each	71.00	940.75
3.75	Engineering Technician, Regular Hours - Cylinder Pick-Up on 7/27/23, 7/30/23 and 8/3/23	71.00	266.25
3.00	Project Manager, per hour	165.00	495.00
1.50	Administrative Assistant, per hour	62.00	93.00
30.00	Compressive Strength Test Cylinders, each	17.00	510.00
	Hampton Road Resurfacing, Grosse Pointe Woods, Michigan - Quality Control Observation and Testing Services on 7/28/23 through 8/2/23		
	Client Contact: Brad Smith		

Total Invoice Amount \$ 2,305.00

If you have any questions concerning this invoice, call Mark W. Smolinski, (248) 680-0400. Client agrees to pay a charge of 1.5 percent per month on accounts past due 30 days from invoice date.

Make all checks payable to: G2 Consulting Group, LLC.



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

INVOICE

October 10, 2023
 Project No: 0160-0464-0
 Invoice No: 146404

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

Professional Services from August 28, 2023 to September 24, 2023

Professional Personnel

	Hours	Rate	Amount	
RESEARCH/REVIEW				
PRINCIPAL ENGINEER	5.70	114.30	651.51	
PRINTS				
ENGINEERING AIDE II	1.50	68.80	103.20	
PRELIMINARY ENGINEERING				
GRADUATE ENG/SUR/ARC	1.00	92.70	92.70	
CONSTRUCTION PLAN DESIGN				
LICENSED ENG/SUR/ARC	2.00	114.30	228.60	
CONTRACT ADMINISTRATION				
LICENSED ENG/SUR/ARC	3.00	114.30	342.90	
TEAM LEADER	.50	92.70	46.35	
ENGINEERING AIDE III	2.20	77.70	170.94	
ENGINEERING AIDE I	.50	62.10	31.05	
CONSTRUCTION OBSERVATION				
GRADUATE ENG/SUR/ARC	19.70	92.70	1,826.19	
GIS UPDATES				
ENGINEERING AIDE III	3.80	77.70	295.26	
Totals	39.90		3,788.70	
Total Labor				3,788.70
		Total this Invoice		\$3,788.70

PO 47805
 #203-457-977.803 \$947.18
 #592-537-977.310 \$2,841.52
 OK-gk
 Sm 10/17/23
 FS 10-17-23

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 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

October 10, 2023
 Project No: 0160-0465-0
 Invoice No: 146405

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
 MEETINGS WITH VENDOR, EGLE PERMITS
Professional Services from August 28, 2023 to September 24, 2023

Professional Personnel

	Hours	Rate	Amount	
PRELIMINARY ENGINEERING				
LICENSED ENG/SUR/ARC	2.00	114.30	228.60	
MEETINGS				
LICENSED ENG/SUR/ARC	2.00	114.30	228.60	
Totals	4.00		457.20	
Total Labor				457.20

Billing Limits	Current	Prior	To-Date	
Total Billings	457.20	3,135.60	3,592.80	
Limit			25,500.00	
Remaining			21,907.20	
		Total this Invoice		\$457.20

P047806
 #401-902-977.104
 OK-J.K
 SM 10/17/23
 ES 10-17-23

RECEIVED
 NOV 07 2023
 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

October 10, 2023
 Project No: 0160-0467-0
 Invoice No: 146406

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

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

Professional Services from August 28, 2023 to September 24, 2023

Fee

Construction Cost 65,087.50
 Fee Percentage 9.00
 Total Fee 5,857.88

Percent Complete 50.00 Total Earned 2,928.94
 Previous Fee Billing 2,928.94
 Current Fee Billing 0.00
 Total Fee 0.00

Professional Personnel

	Hours	Rate	Amount	
SECRETARIAL				
SECRETARIAL	.40	36.70	14.68	
CONTRACT ADMINISTRATION				
GRADUATE ENG/SUR/ARC	4.50	92.70	417.15	
TEAM LEADER	2.00	92.70	185.40	
GIS UPDATES				
ENGINEERING AIDE III	13.00	77.70	1,010.10	
CCTV REVIEW				
GRADUATE ENG/SUR/ARC	17.00	92.70	1,575.90	
Totals	36.90		3,203.23	
Total Labor				3,203.23

Billing Limits	Current	Prior	To-Date
Total Billings	3,203.23	6,140.76	9,343.99
Limit			16,667.00
Remaining			7,323.01

Total this Invoice \$3,203.23

PO 47812
 #592-537-975.004
 OK-J.K.
 SM 10/17/23
 HJ 10477-29

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NOV 07 2023

CITY OF GROSSE POINTE WOODS
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ANDERSON, ECKSTEIN & WESTRICK, INC.
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 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

October 10, 2023
 Project No: 0160-0468-0
 Invoice No: 146407

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

Project 0160-0468-0 2023 SEWER REHAB PROGRAM

PURCHASE ORDER #23-47946 - \$33,333.00

FOR: CONSTRUCTION ADMIN.

Professional Services from August 28, 2023 to September 24, 2023

Fee

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

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

Professional Personnel

	Hours	Rate	Amount
PRINTS			
ENGINEERING AIDE II	1.80	68.80	123.84
CONTRACT ADMINISTRATION			
PRINCIPAL ENGINEER	.50	114.30	57.15
GRADUATE ENG/SUR/ARC	4.50	92.70	417.15
TEAM LEADER	3.50	92.70	324.45
MEETINGS			
GRADUATE ENG/SUR/ARC	3.00	92.70	278.10
TEAM LEADER	3.00	92.70	278.10
Totals	16.30		1,478.79
Total Labor			1,478.79

Billing Limits	Current	Prior	To-Date
Total Billings	1,478.79	8,482.43	9,961.22
Limit			33,333.00
Remaining			23,371.78
Total this Invoice			\$1,478.79

P047946
 #592-537-976.001
 ok-JA
 SM 10/12/23
 BS 10-17-23

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

INVOICE

October 10, 2023
 Project No: 0160-0472-0
 Invoice No: 146415

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

Project 0160-0472-0 2023-2024 GENERAL ENGINEERING
 PURCHASE ORDER #23-47692 - \$41,000.00

Professional Services from August 28, 2023 to September 24, 2023
Professional Personnel

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER			
LOCKWOOD, SCOTT	1.00	114.30	114.30
GENERAL			
LICENSED ENG/SUR/ARC			
WILBERDING, ROSS	1.50	114.30	171.45
Monthly engineering meeting, including agenda prep etc.			
WILBERDING, ROSS	1.00	114.30	114.30
Preparing agenda for upcoming monthly engineering meeting. Reviewing Eastpointe As-Needed emergency repair contract			
WILBERDING, ROSS	.50	114.30	57.15
Corr. re: and searching for Pavt and WM inventories			
WILBERDING, ROSS	.50	114.30	57.15
Meeting with Eelsey Construction Products re: Asphalt fiber			
GIS UPDATES			
GRADUATE ENG/SUR/ARC			
MILLER, JEFFREY	2.50	92.70	231.75
Upload of parking meter data to database/portal			
Totals	7.00		746.10
Total Labor			746.10

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

NOV 07 2023

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Billing Limits	Current	Prior	To-Date
Total Billings	746.10	1,647.06	2,393.16
Limit			41,000.00
Remaining			38,606.84

Total this Invoice \$746.10

Outstanding Invoices

Number	Date	Balance
145876	9/6/2023	23.31
Total		23.31

pd 10/15/23

P047692
#101-265-818.000 \$248.70
#161-441-818.000 \$248.70
#592-537-818.000 \$248.70
ok J.K

Sm 10/12/23
FL 10/17/23



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

INVOICE

October 23, 2023
 Project No: 0160-0472-0
 Invoice No: 146776

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

Project 0160-0472-0 2023-2024 GENERAL ENGINEERING
 PURCHASE ORDER #23-47692 - \$41,000.00

Professional Services from August 28, 2023 to September 24, 2023

Professional Personnel

	Hours	Rate	Amount
GIS UPDATES			
ENGINEERING AIDE III			
KOWALCHICK, ANTHONY	.30	77.70	23.31
add watermain break to GIS			
Totals	.30		23.31
Total Labor			23.31

Billing Limits	Current	Prior	To-Date
Total Billings	23.31	2,393.16	2,416.47
Limit			41,000.00
Remaining			38,583.53
		Total this Invoice	\$23.31

Outstanding Invoices

Number	Date	Balance
145876	9/6/2023	23.31 - paid 10/5/23
146415	10/10/2023	746.10
Total		769.41

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NOV 08 2023

CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

PO 47692
 # 592-537-977.000
 OK - g.jk
 sm 11/8/23
 FS 11-8-23



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OCT 13 2023

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

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

Invoice number 130024
Date 10/05/2023
Project No. 2034600

Project: CITY OF GROSSE POINTE WOODS MASTER PLAN UPDATE

For professional services through September 30, 2023

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

Invoice total 4,625.00

Planning Services - Master Plan
- Payment 2 of 8: \$4,625.00

FS 10-13-23

SM 10/13/23

101371818000

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NOV 07 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Hallahan & Associates, P.C.

Attorneys at Law
1750 S. Telegraph Road, Suite 202
Bloomfield Hills, Michigan 48302-0179
(248) 731-3089

Email

November 3, 2023

City of Grosse Pointe Woods
c/o WCA Assessing
Aaron P. Powers, MMAO, Managing Director
38110 Executive
Westland, MI 48185

Please include Invoice No.
with your payment

Invoice No. 21003
\$1,533.12

Professional services rendered through October 31, 2023

		Hours	Amount
<u>DRSN Real Estate GP LLC - 17-001117</u>			
10/12/23	SAO Telephone call from opposing counsel to discuss motion to supplement.	0.10	19.16
	Subtotal:	0.10	19.16
<u>DRSN Real Estate GP LLC - 18-000573</u>			
10/17/23	SAO Review motion for leave filed by Petitioner and prior pleadings, determine appropriate response.	0.30	57.49
10/19/23	SAO Review and edit response to motion for leave to reply filed by petitioner.	0.30	57.49
10/24/23	KMM Received and reviewed Order from Tribunal; prepare Respondent's supplemental responses to Petitioner's post-valuation discovery requests per Tribunal Order.	0.40	76.66
10/25/23	SAO Received and reviewed order from MTT.	0.10	19.16
10/26/23	SAO Communicate in firm regarding statements made by Petitioner's counsel regarding trial; begin reviewing trial preparation timeline to determine dates to block off.	0.20	38.33
10/27/23	SAO Begin preparing for trial; communicate with appraiser; determine timeline, and mark calendar appropriately.	0.30	57.49
	Subtotal:	1.60	306.62
<u>DRSN Real Estate GP LLC - 21-001599</u>			
10/02/23	KMM Prepare and revise Respondent's response to Petitioner's Motion to Compel; in-firm discussion with S. O'Loughlin regarding appraiser work file; review appraiser work file.	1.70	325.79
10/03/23	KMM In-firm discussion with S. O'Loughlin regarding Motion to Compel response.	0.40	76.66
10/04/23	KMM Finalized and filed Respondent's response to Petitioner's Motion to compel; email response to opposing counsel.	0.50	95.82
	LMH Review and supplement Respondent's response to Petitioner's Motion to compel.	0.50	95.82
10/12/23	KMM Received and reviewed Petitioner's Motion for Leave and corresponding Reply Brief.	0.10	19.16
10/17/23	KMM In-firm discussion with S. O'Loughlin regarding Petitioner's Motion for Leave; prepare response to Petitioner's Motion for Leave.	0.70	134.15
10/18/23	KMM Prepare Respondent's Response to Petitioner's Motion for Leave.	1.10	210.80
10/19/23	KMM In-firm discussion with S. O'Loughlin regarding Petitioner's Motion for Leave; revise Respondent's response to Petitioner's Motion for Leave; file response; email response to opposing counsel.	0.40	76.66

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NOV 07 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

	<u>Hours</u>	<u>Amount</u>
10/26/23 LMH Telephone conference with Steve Schneider; communicate with Seth O'Loughlin.	0.70	134.15
10/27/23 LMH Telephone conference with Aaron Powers.	0.20	38.33
Subtotal:	<u>6.30</u>	<u>1,207.34</u>
Subtotal of charges		<u>\$1,533.12</u>
Professional services rendered	8.00	<u>\$1,533.12</u>

Timekeeper Summary		<u>Hours</u>	<u>Rate</u>
<u>Name</u>			
Laura M. Hallahan		1.40	191.64
Kelsea M. Melcher		5.30	191.64
Seth A. O'Loughlin		1.30	191.64
Previous balance			\$1,259.31
Accounts receivable transactions			
10/19/2023 Payment received from City of Grosse Pointe Woods. Check No. 067777.			(\$1,259.31)
Total payments and adjustments			<u>(\$1,259.31)</u>
AMOUNT DUE			<u><u>\$1,533.12</u></u>

101266801.300

Sm 11/7/23

FS 11-7-23

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 550
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
www.kellerthoma.com

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
Attention: Frank Schulte, City Administrator

November 01, 2023
Client: 000896
Matter: 000000
Invoice #: 124885

Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through October 31, 2023

DATE	ATTY	DESCRIPTION	HOURS
10/13/2023	GSR	Correspondence with Director Kosanke regarding labor matters.	0.50
10/18/2023	GSR	Correspondence regarding 12 hour shift LOU.	0.25
10/19/2023	GSR	Correspondence with Ms. Murphy regarding employee matter.	0.25
Total Services			\$175.00

ATTORNEY	HOURS	RATE	AMOUNT
GSR GOURI SASHITAL	1.00	\$175.00	\$175.00

Sm.
11/01/23
FS
11-6-23

Total Amount Due \$175.00

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NOV 07 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT



HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

October 24, 2023

Invoice No: 21849 - 82

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

Project 21849 Grosse Pointe Woods Building Services

Professional Services from September 1, 2023 to September 30, 2023

Building Department Services - 85% of Revenue

Contract Amount

SM

Number of Permit Revenue	47,866.20
Fee Each	.85
Total Fee	40,686.27

Total Fee \$40,686.27

Vehicle Credit (500.00)

Total (\$500.00)

General Zoning/Administration

General Zoning/Administration professional services.

	Hours	Amount
Vice President	1.00	
Principal Planner	3.75	
Assistant Planner	11.75	
Total		0.00

Invoice Total \$40,186.27

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

101371818.000

SM 10/24/23

FS 10-24-23

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NOV 07 2023

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

October 17, 2023

Invoice No: 22-064 - 18

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

SM 10/19/23
FS 10-6-23

10100 283000 400.00
101371 88000 1342.50

Project 22-064 Grosse Pointe Woods Planning Services

Professional Services from September 1, 2023 to September 30, 2023

Professional Hourly Services

	Hours	Rate	Amount
Assistant Planner			
	5.00	85.00	425.00
Finalize the sign ordinance memo and front yard structure memos and distribute to City Admin and the City attorney for review.	3.50	85.00	297.50
Prepare for and attend meeting September 27, 2023 Meeting with City Administration and homeowners of 707 N Renaud.	3.75	85.00	318.75
Review updated site plans for 707 N Renaud and prepare zoning review letter for city administration.	3.50	85.00	297.50
Review zoning procedures for 20870 Mack, 707 N Renaud, and 19271 Mack Avenue and correspond with the Building Department. Follow-up with the applicant for 19700 Mack following Planning Commissions decision at the September 26, 2023 Meeting. Correspond with City Administration for the October 23, 2023 Open House.	4.25	85.00	361.25
Prepare for and attend the September 27, 2023 Planning Commission Meeting.	.50	85.00	42.50
Review zoning ordinance to address generator installation procedures for businesses in the R-1C District.			
Total			\$1,742.50

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CITY OF GROSSE POINTE WOODS
CLERKS DEPARTMENT

Review Services

19700 Mack Avenue (Bank of America) Site Plan Review #1 - 1.16 acres

Site Plan Review - \$800 + \$75/acre

\$887.00

Invoice Total \$2,629.50

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



Plante & Moran, PLLC
 1098 Woodward Avenue
 Detroit, MI 48226
 Tel: +1 (248) 3522500

INVOICE

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

Date: 10/24/2023
 Client No: 64954
 Invoice No: 10105333
 Page: 1

For Professional Services Rendered

Progress bill for services rendered in connection with the June 30, 2023 City of Grosse Pointe Woods financial statement audit engagement	23,000.00
Progress bill for services rendered in connection with the June 30, 2023 Municipal Court financial statement audit engagement	4,300.00
Progress bill for services rendered in connection with the June 30, 2023 Alternative Compliance Examination engagement	6,400.00
General accounting consulting, including discussions related to GASBs 94 (PPP standard) and 96 (Software-Based IT Arrangements Standard), and ARPA funds	670.00

Balance Due \$34,370.00 USD

Plante Moran
Audit Fee Distribution
23-24

2nd pmt
Inv.
10105333

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NOV 07 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

101-193-818.000	11,215
202-530-818.000	2,425
203-530-818.000	2,425
226-528-818.000	2,214
365-907-818.000	4,622
592-536-818.000	3,734
677-210-818.000	2,425
661-534-818.000	1,010

Sm 10/30/23
FS 10-31-23

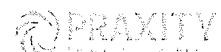
Remittance Information:

Check:

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

Bar	101-286-818.000	4,300
Ro		
Bar	TOTAL	34,370

2nd Floor



Account Number 9890996003 9890996003
 Account Name Plante & Moran, PLLC Plante & Moran, PLLC

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

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

November 8, 2023

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

Invoice # I080425

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In Reference To: General Counsel

NOV 09 2023

Professional Services Rendered Through October 31, 2023 **CITY OF GROSSE POINTE WOODS**
CLERK'S DEPARTMENT

	<u>Hrs/Rate</u>	<u>Amount</u>
<u>City Council</u>		
10/2/2023 DAW Attend Council meeting and brief discussion afterward regarding 707 N. Renaud Street	0.60 \$145.00/hr	87.00
10/13/2023 DAW Receipt/review correspondence from Clerk with agenda and packet for 10/16/23 Council meeting	0.50 \$145.00/hr	72.50
10/16/2023 DAW Attend regular Council meeting with closed meeting	1.50 \$145.00/hr	217.50
 SUBTOTAL:	 [2.60	 377.00]
<u>General Administration</u>		
10/2/2023 DAW Receipt/review correspondence from City Administrator to City Council regarding 707 N. Renaud Street; Correspondence in response	0.30 \$145.00/hr	43.50
DAW Receipt/review of multiple correspondence to and from Ms. Lint and City Clerk regarding 707 N. Renaud Street	0.40 \$145.00/hr	58.00

			<u>Hrs/Rate</u>	<u>Amount</u>
10/2/2023	DAW	Telephone conference with Attorney Tomlinson regarding 707 N. Renaud Street	0.40 \$145.00/hr	58.00
	DAW	Receipt/review correspondence from resident adjacent to 707 N. Renaud; Correspondence in response	0.40 \$145.00/hr	58.00
	DAW	Receipt/review correspondence from City Administrator regarding meeting on October 3rd regarding 707 N. Renaud Street; Correspondence in response	0.10 \$145.00/hr	14.50
10/3/2023	DAW	Telephone conference with City Administrator regarding meeting today about 707 N. Renaud Street	0.10 \$145.00/hr	14.50
	DAW	Receipt/review correspondence from Ms. Lint regarding downspouts at 707 N. Renaud and renovations at 871 N. Renaud Street; Forward to City Administrator	0.30 \$145.00/hr	43.50
	DAW	Telephone conference meeting with City Administration, Building Official and Attorney Tomlinson; Subsequent call	0.80 \$145.00/hr	116.00
	DAW	Receipt/review correspondence from Attorney Tomlinson to Ms. Lint and receipt/review two correspondence in response from her regarding 707 N. Renaud Street; Correspondence to City Administrator with copies of her email	0.30 \$145.00/hr	43.50
	DAW	Receipt/review correspondence from Assistant City Administrator with correspondence from Clerk to McKenna with Ms. Lint's Freedom of Information Act request and a cost estimate worksheet for the same with regard to 707 N. Renaud Street	0.40 \$145.00/hr	58.00
	DAW	Receipt/review correspondence from Assistant City Administrator with a copy/photos of the stop work order worksheet regarding 707 N. Renaud Street	0.30 \$145.00/hr	43.50
	DAW	Receipt/review correspondence from Clerk with correspondence from Ms. Lint regarding a new Freedom of Information Act request regarding 871 N.	0.20 \$145.00/hr	29.00

			<u>Hrs/Rate</u>	<u>Amount</u>
		Renaud Street		
10/4/2023	DAW	Receipt/review correspondence from Clerk (2) regarding availability for an Election Commission meeting next week; Correspondence in response	0.20 \$145.00/hr	29.00
	DAW	Telephone conference with City Administrator regarding building department issues	0.30 \$145.00/hr	43.50
	DAW	Receipt/review correspondence from City Administrator regarding building department issues	0.10 \$145.00/hr	14.50
10/5/2023	DAW	Receipt/review correspondence from City Administrator regarding 594 Heather Lane with correspondence from owners and the building department file for review; Review documents; Draft reply to owners for City Administrator	1.70 \$145.00/hr	246.50
10/6/2023	DAW	Receipt/review correspondence from City Administrator and Attorney Tomlinson regarding email correspondence from Ms. Lint concerning City's website and recent permit and violation information regarding 707 N. Renaud	0.20 \$145.00/hr	29.00
	DAW	Receipt/review correspondence from Clerk with correspondence from Ms. Lint to City Council concerning rain water	0.20 \$145.00/hr	29.00
	DAW	Receipt/review of correspondence (2) from Ms. Lint regarding alleged violations at 707 N. Renaud	0.30 \$145.00/hr	43.50
10/9/2023	DAW	Receipt/review correspondence from Clerk regarding Election Commission meeting on 10/12	0.20 \$145.00/hr	29.00
	DAW	Receipt/review correspondence from City Administrator to Council regarding shooting on Brys Drive	0.20 \$145.00/hr	29.00
	DAW	Receipt/review of correspondence (4) from City Administrator and Attorney Tomlinson regarding 707 N. Renaud regarding electrical work being done and	0.40 \$145.00/hr	58.00

			<u>Hrs/Rate</u>	<u>Amount</u>
		porta potty complaint and stop work notice being removed from the house		
10/9/2023	DAW	Receipt/review correspondence from City Administrator to McKenna requesting a list of information concerning 707 N. Renaud	0.20 \$145.00/hr	29.00
10/10/2023	DAW	Receipt/review correspondence from Clerk with proposed Early Voting Resolution, sample resolutions from other communities and correspondence from Wayne County; Review resolution after checking statute citations; Correspondence to Clerk with revised draft resolution	1.10 \$145.00/hr	159.50
	DAW	Receipt/review correspondence from McKenna to City Administrator regarding 707 N. Renaud plans and questions	0.30 \$145.00/hr	43.50
	DAW	Receipt/review of correspondence between Attorney Tomlinson and Attorney Rauss who represents Ms. Lint	0.20 \$145.00/hr	29.00
	DAW	Receipt/review correspondence from Attorney Rauss with photos regarding porta potty in the front setback at 707 N. Renaud	0.20 \$145.00/hr	29.00
10/11/2023	DAW	Receipt/review correspondence from Mr. Jackson regarding 707 N. Renaud Street	0.20 \$145.00/hr	29.00
	DAW	Receipt/review correspondence from City Administrator to Mayor and Council regarding garden boxes in front setback with Planning Commission draft meeting minutes (9/26/23), current ordinance and memo from Planner	0.60 \$145.00/hr	87.00
	DAW	Receipt/review of correspondence between City Administrator and owner of 707 N. Renaud Street regarding moving the porta potty tomorrow	0.20 \$145.00/hr	29.00
	DAW	Receipt/review correspondence from McKenna with reports concerning variances needed at 707 N. Renaud Street; Receipt/review correspondence from City	0.50 \$145.00/hr	72.50

		<u>Hrs/Rate</u>	<u>Amount</u>
	Administrator with reply (2)		
10/12/2023	DAW Receipt/review of correspondence between City Administrator and McKenna regarding whether Zoning Board of Appeals hearing is recommended for 707 N. Renaud Street; Receipt/review correspondence from City Administrator regarding meeting today or tomorrow; Correspondence in response	0.30 \$145.00/hr	43.50
	DAW Receipt/review correspondence from Clerk with email string with Ms. Lint regarding Freedom of Information Act requests	0.30 \$145.00/hr	43.50
	DAW Receipt/review correspondence from City Administrator and from homeowner regarding Certificate of Occupancy needed for the sale of 2105 Roslyn	0.30 \$145.00/hr	43.50
	DAW Attend Election Commission meeting; Meet with City Administrator regarding 707 N. Renaud; Site visit (drive by) 707 N. Renaud	1.60 \$145.00/hr	232.00
10/13/2023	DAW Telephone conference meeting (internal) regarding next steps concerning issues at 707 N. Renaud	0.60 \$145.00/hr	87.00
	DAW Telephone conference with City Clerk regarding Election Commission meeting minutes	0.10 \$145.00/hr	14.50
	DAW Receipt/review correspondence from Clerk with Resolution No. 2023-710, adopted by the Wayne County Commission regarding dog licenses; Research state law (MCL 287.266); Correspondence to Clerk with opinion	1.60 \$145.00/hr	232.00
	DAW Receipt/review correspondence from Attorney Tomlinson with draft memo to Council regarding 707 N. Renaud; Review and revise memo; Correspondence to Attorney Tomlinson with revisions; Receipt/review correspondence from Attorney Tomlinson accepting changes	1.20 \$145.00/hr	174.00

			<u>Hrs/Rate</u>	<u>Amount</u>
10/13/2023	DAW	Review of Quick Reference for Election Related Crimes distributed by the Oakland County Bar Association; Correspondence to Clerk and Public Safety Director with a copy of the Quick Reference	0.30 \$145.00/hr	43.50
10/16/2023	DAW	Receipt/review of correspondence between Clerk and Ms. Lint and Attorney Tomlinson (3) regarding whether the Freedom of Information Act documents she received are certified	0.30 \$145.00/hr	43.50
	DAW	Review of confidential communication to City Council and McKenna letter regarding zoning ordinance deviations in preparation for Closed Session with Council tonight	0.90 \$145.00/hr	130.50
	DAW	Receipt/review of correspondence between City Administrator and Vortex regarding project quote for Lake Front Park splash pad and engineering fees; Correspondence to Assistant City Administrator	0.60 \$145.00/hr	87.00
	DAW	Telephone conference with City Administrator regarding Vortex Purchase Order	0.10 \$145.00/hr	14.50
10/17/2023	DAW	Receipt/review correspondence from Clerk with summary of the October 16th City Council meeting	0.20 \$145.00/hr	29.00
	DAW	Receipt/review correspondence from Assistant City Administrator regarding Vortex insurance; Review insurance certificate; Correspondence in response	0.20 \$145.00/hr	29.00
	DAW	Receipt/review correspondence from Court Administrator regarding room capacity at court hearing scheduled for 10/25; Correspondence in response	0.50 \$145.00/hr	72.50
10/18/2023	DAW	Receipt/review correspondence from McKenna detailing compliant and non-compliant dimensions at 707 N. Renaud Street	0.50 \$145.00/hr	72.50
10/20/2023	DAW	Receipt/review correspondence from Clerk to Ms. Lint regarding her pending Freedom of Information Act requests - extensions of time needed; Review notice	0.30 \$145.00/hr	43.50

			<u>Hrs/Rate</u>	<u>Amount</u>
		and Freedom of Information Act request		
10/20/2023	DAW	Receipt/review correspondence from Clerk seeking legal authority for a candidate not being allowed to serve as an election inspector; Research and respond to Clerk	0.60 \$145.00/hr	87.00
	DAW	Receipt/review correspondence from City Administrator (2) and from Ms. Lint to the Mayor and City Council regarding 707 N. Renaud	0.30 \$145.00/hr	43.50
10/23/2023	DAW	Receipt/review correspondence from Clerk regarding guidance provided last week about election inspector not being able to also be a write-in candidate	0.20 \$145.00/hr	29.00
	DAW	Telephone conference with City Administrator regarding distribution of campaign literature by a write-in candidate at the Master Plan visioning meeting; Research City Charter, City Code and State law; Correspondence in response with State statute	0.40 \$145.00/hr	58.00
	DAW	Receipt/review correspondence from Clerk with a Freedom of Information Act request from Ms. Lint, dated 10/20/23; Correspondence in response	0.30 \$145.00/hr	43.50
10/24/2023	DAW	Telephone conference with City Administrator regarding measuring shrub height at 1464 Brys; Research City Code and respond to City Administrator	0.30 \$145.00/hr	43.50
	DAW	Telephone conference with City Administrator regarding complaint about walking Pitbulls through the city; Review and discuss City Code Section 6-94	0.20 \$145.00/hr	29.00
10/25/2023	DAW	Correspondence to City Clerk regarding when the elective term of office begins	0.50 \$145.00/hr	72.50
	DAW	Receipt/review correspondence from City Administrator to resident regarding Pitbull ordinance change	0.20 \$145.00/hr	29.00

		<u>Hrs/Rate</u>	<u>Amount</u>
10/26/2023	DAW Receipt/review correspondence from Clerk regarding elected officials' term of office issue; Correspondence in response (2); Review minutes of 4 previous Council meetings	0.80 \$145.00/hr	116.00
10/27/2023	DAW Receipt/review correspondence from Clerk with agenda and packet for Election Commission meeting on 10/31; Correspondence in response that link to materials did not work	0.40 \$145.00/hr	58.00
10/31/2023	DAW Correspondence to Clerk to confirm that my attendance is needed at the public accuracy test today; Receipt/review correspondence from Clerk with confirmation	0.20 \$145.00/hr	29.00
	DAW Attend Election Commission meeting and public accuracy test; Discuss other issues after the meeting	0.90 \$145.00/hr	130.50
	SUBTOTAL:	[26.50	3,842.50]
	<u>Litigation</u>		
10/3/2023	DAW Correspondence to Plaintiff's attorney requesting voluntary dismissal (for the second time) on the Calvenya Gaiter v GPW, et al matter; Receipt/review correspondence in response; Preparation of Stipulation and Order of Dismissal; Correspondence to Plaintiff's attorney with proposed Stipulation and Order	1.20 \$145.00/hr	174.00
10/5/2023	DAW Receipt/review correspondence from Plaintiff's attorney requesting dismissal without prejudice on the Gaiter v GPW matter; Revise Stipulation and Order; Correspondence in response	0.40 \$145.00/hr	58.00
10/10/2023	DAW Receipt/review correspondence from Attorney General's office regarding eligibility for expungement of criminal conviction (People of GPW v Paluzzi) and regarding a Defendant in Grosse Pointe Park; Correspondence to Attorney Tomlinson regarding both matters	0.30 \$145.00/hr	43.50

	<u>Hrs/Rate</u>	<u>Amount</u>
10/11/2023 JES Correspondence to F. Schulte regarding PFAS litigation settlements with 3M and DuPont	0.30 \$145.00/hr	43.50
10/12/2023 DAW Receipt/review correspondence from Wayne County Circuit Court with Order of Dismissal regarding Gaiter v GPW; Correspondence to City Administrator with a copy of the Order	0.30 \$145.00/hr	43.50
SUBTOTAL:	[2.50	362.50]
For professional services rendered	31.60	\$4,582.00

Additional charges:

	<u>Qty/Price</u>	
<u>City Council</u>		
10/2/2023 Attorney Mileage - Council Meeting [D. Walling]	73 0.65	47.45
10/16/2023 Attorney Mileage - Council Meeting [D. Walling]	73 0.65	47.45
SUBTOTAL:		[94.90]

General Administration

10/12/2023 Attorney Mileage - Election Commission Meeting [D. Walling]	73 0.65	47.45
10/31/2023 Attorney Mileage - Election Commission Meeting [D. Walling]	73 0.65	47.45
SUBTOTAL:		[94.90]

	<u>Amount</u>
Total costs	\$189.80
Total amount of this bill	\$4,771.80
Previous balance	\$2,576.85
10/17/2023 Payment - thank you. Check No. 67797	(\$2,576.85)
Balance due	<u>\$4,771.80</u>

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

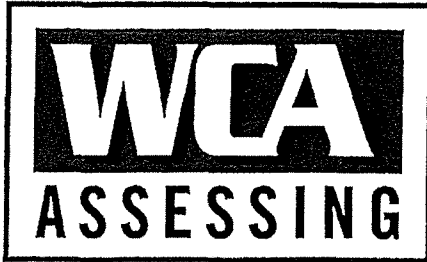
Attorney Summary

Name	Hours	Rate
Debra A. Walling, Associate	31.30	145.00
Joellen Shortley, Associate	0.30	145.00

101266801.000

SM 11/9/23

FS 11-9-23



October 13, 2023

Invoice 101323

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

RECEIVED

NOV 07 2023

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

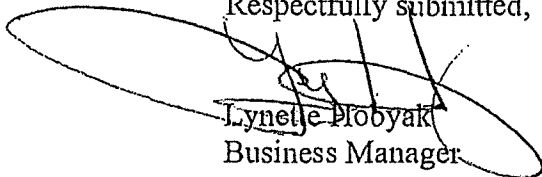
RE: November 2023 Services

For contract assessing services rendered:

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

TOTAL AMOUNT DUE \$ 7,175.58

Respectfully submitted,


Lynette Drobnyak
Business Manager

101257 818.000

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

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

SM 10/13/23
FS 10-13-23

York, Dolan & Tomlinson, P.C.

INVOICE

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

Invoice # 137
Date: 11/01/2023
Due On: 12/01/2023

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

RECEIVED

NOV 07 2023

00003-City of Grosse Pointe Woods

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Planning and Zoning

Type	Date	Notes	Quantity	Rate	Total
Service	10/03/2023	Conference re: 707 Renaud; Rec and Rev (5) emails; Reply email to Lint	1.40	\$155.00	\$217.00
Service	10/03/2023	Rec and Rev (2) emails from Como	0.20	\$155.00	\$31.00
Service	10/04/2023	TC w/ Schulte re: 707 Renaud	0.20	\$155.00	\$31.00
Service	10/06/2023	Rec and Rev (4) emails re: 707 Renaud; Reply email; TC w/ Ihrie	0.70	\$155.00	\$108.50
Service	10/09/2023	707 Renaud - Rec and Rev email re: porta potty and electrical work; Research; Reply email; Rec and Rev emails re: updates	1.00	\$155.00	\$155.00
Service	10/10/2023	707 Renaud - Rec and Rev (2) emails from D. Rauss; Reply email; TC w/ D. Rauss; Rec and Rev email from McKenna	0.60	\$155.00	\$93.00
Service	10/11/2023	Rec and Rev email re: raised garden beds w/ attachments	0.30	\$155.00	\$46.50
Service	10/13/2023	707 Renaud - Conference call; Research; Dictate corresp.	2.40	\$155.00	\$372.00
Service	10/13/2023	2105 Roslyn - Rec and rev (2) emails	0.20	\$155.00	\$31.00
Service	10/24/2023	Rec and Rev email w/ Off street parking ordinance amendments and shared parking agreement	0.80	\$155.00	\$124.00
Service	10/26/2023	707 Renaud - TC w/ Schulte	0.20	\$155.00	\$31.00
Service	10/27/2023	Rec and Rev Public Hearing notices for ZBA; Reply email	0.30	\$155.00	\$46.50
Service	10/30/2023	707 Renaud - Rec and Rev email	0.20	\$155.00	\$31.00
Service	10/31/2023	707 Renaud - Rec and Rev (3) emails; TC w/ Schulte	0.40	\$155.00	\$62.00

Subtotal \$1,379.50

00008-City of Grosse Pointe Woods**Prosecutions**

Type	Date	Notes	Quantity	Rate	Total
Service	10/06/2023	P v Luchtman - Rec and Rev email w/ (2) incident reports w/ request for S/C; Reply email	0.80	\$155.00	\$124.00
Service	10/08/2023	P v Krysinski - Rec and rev Email w. incident report and request for S/C; Reply email to DB	0.60	\$155.00	\$93.00
Service	10/10/2023	P v Paluzzi - Rec and Rev corresp. from AG's ofc.	0.20	\$155.00	\$31.00
Service	10/11/2023	Prepare and attend municipal prosecutions	2.00	\$155.00	\$310.00
Service	10/12/2023	Rec and Rev email w/ video re: 707 Renaud cameras; Reply email	0.30	\$155.00	\$46.50
Service	10/16/2023	P v Traylor - Rec and Rev email w/ Incident report and request for authorization; Reply email	0.80	\$155.00	\$124.00
Service	10/16/2023	P v Ashman - Rec and Rev email w/ incident report and request for authorization; Reply email	0.80	\$155.00	\$124.00
Service	10/18/2023	Rec and Rev email from DB re; cameras; Reply email	0.20	\$155.00	\$31.00
Service	10/18/2023	Prepare and attend municipal prosecutions	1.80	\$155.00	\$279.00
Service	10/18/2023	P v Yacobucci - Rec and rev Appearance and Motion to Set Aside Default Judgment	0.40	\$155.00	\$62.00
Service	10/20/2023	Rec and Rev email from Court	0.20	\$155.00	\$31.00
Service	10/24/2023	P v Nelson - Rec and Rev (2) emails from Dunn; (2) reply emails	0.50	\$155.00	\$77.50
Service	10/25/2023	Prepare and attend municipal prosecutions	1.80	\$155.00	\$279.00
Service	10/30/2023	P v Anderson - Rec and Rev Appearance, Demand for Discovery and Jury Demand; Email DPS w/ Discovery request	0.60	\$155.00	\$93.00
Service	10/30/2023	Rec and Rev email from Court	0.20	\$155.00	\$31.00
				Subtotal	\$1,736.00

00049-City of Grosse Pointe Woods

General

Type	Date	Notes	Quantity	Rate	Total
Service	10/06/2023	TC w/ Antolin re: 707 Renaud FOIA	0.20	\$155.00	\$31.00
Service	10/09/2023	Rec and Rev email re: 707 Renaud FOIA; Reply email	0.20	\$155.00	\$31.00
Service	10/10/2023	Review and redact FOIA response for 707 Renaud	2.50	\$155.00	\$387.50
Service	10/12/2023	Lint FOIA - Rec and rev email; Reply	0.20	\$155.00	\$31.00
Service	10/12/2023	Rec and Rev email re: Agenda; Reply email	0.20	\$155.00	\$31.00
Service	10/16/2023	TC w/ Schulte and Antolin re: FOIA response; Rec and Rev (2) emails	0.20	\$155.00	\$31.00
Service	10/16/2023	Rec and Rev email from DPS re: probate matter; Reply email	0.30	\$155.00	\$46.50
Service	10/16/2023	Prepare and attend City Council meeting remotely; TC w/ Walling	0.80	\$155.00	\$124.00
Service	10/20/2023	Rec and Rev (2) emails re; Lint FOIA	0.20	\$155.00	\$31.00
Service	10/24/2023	Rec and Rev email from Schulte re: ordinance amendment; Reply email	0.20	\$155.00	\$31.00
Service	10/27/2023	Rec and Rev Antolin email re: FOIA extension; Rec and Rev Lint FOIA email re: McKenna	0.40	\$155.00	\$62.00

101266801.00 837.00
 101266801.200 1379.50
 101266801.100 1736.00
Subtotal \$837.00
Total \$3,952.50

Detailed Statement of Account

Sm 11/6/23
FS 11-6-23

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
137	12/01/2023	\$3,952.50	\$0.00	\$3,952.50
Outstanding Balance				\$3,952.50
Total Amount Outstanding				\$3,952.50

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

Please pay within 30 days.