

## CITY OF GROSSE POINTE WOODS RESCHEDULED CITY COUNCIL MEETING AGENDA

## Monday, November 08, 2021 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
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE
- 4. RECOGNITION OF COMMISSION MEMBERS
- 5. ACCEPTANCE OF AGENDA
  - A. Administrative Memo: November 1, 2021

## 6. CITY COUNCIL OATHS OF OFFICE

- A. Mayor1. Arthur Bryant
- B. City Council Members
  - 1. Angela Coletti Brown
  - 2. Vicki Granger
  - 3. Todd McConaghy
  - 4. Thomas Vaughn

## 7. APPOINTMENTS

- A. Appointments Senior Commission (Mayoral)
  - 1. Kevin Quasarano
  - 2. Karen McLeod

## 8. MINUTES

- <u>A.</u> City Council 10/19/21
- B. Committee-of-the-Whole 10/18/21, w/recommendations:
  - 1. Solar Ordinance
  - 2. Personnel Matters (Succession Plan Administration)
  - a. Memo 10/12/21 City Administrator (Assistant City Manager-New Position)
  - b. Memo 10/12/21 City Administrator (City Administrator Successor)
  - i) Employment Agreement City Administrator (Frank Schulte)
  - c. Memo 10/07/21 Director of Public Services
- <u>C.</u> Election Commission 10/26/21

- D. Beautification Advisory Commission 09/08/21, Excerpt 10/13/21 w/recommendation:
   1. Appointment (Mayoral) Carol Romano
- <u>E.</u> Citizens Recreation Commission 10/12/21, 09/14/21 w/recommendation:
   1. Appointment (Council) Abby Klotz (Biographical Sketch)

## 9. COMMUNICATIONS

- A. Adoption of Rules of Order and Procedure of the Common Council 1. Rules of Order Proposed Changes Rev. 11/08/21
- B. Election of Mayor Pro-Tem (Council)
- C. Request to Hang Banners on Ghesquiere Park Fence Woods/Shores Little League 1. Letter received 11/01/21 - P. Summers
- D. Sewer System Evaluation Strategy/Budget Amendment
  - 1. Memo 10/27/21 Director of Public Services
  - 2. Letter 10/27/21 City Engineer
  - 3. Sewer System Evaluation Summary
  - 4. Level Sensor Locations Map 08/26/21
- E. Engineering Fees for Rain Event/Budget Amendment
  - 1. Memo 10/27/21 Director of Public Services
  - 2. Memo 10/27/21 City Engineer
  - 3. Invoice 0133912 10/27/21 \$23,706.50
- F. Resignations from Commissions
  - 1. James R. Profeta Planning Commission
  - 2. Sharon Beeby Senior Commission/Community Interest Group.
  - 3. Joan Thornton Senior Commission/General Community Rep.
- <u>G.</u> Senior Commission By-Laws Amendment 1. Proposed Amendment
- <u>H.</u> Legal Proceedings: Julie Nurse v City of Grosse Pointe Woods
   1. Summons and Complaint 10/29/21
- Succession Plan: City Administrator/Assistant City Administrator Budget Amendment
   Memo 11/02/21 w/attachment City Administrator

## 10. BIDS/PROPOSALS/CONTRACTS

- A. Contract: 2021 Sewer Cleaning and C.C.T.V. Modification
  - 1. Memo 10/26/21 Director of Public Services
  - 2. Letter 10/19/21 City Engineer
  - 3. Contract Modification Corby Energy Services Inc.
- B. Agreement: Salt Barn Use Grosse Pointe Public Schools
  - 1. Committee-of-the-Whole Excerpt 09/13/21
  - 2. Lease Agreement Regarding Use of Salt Barn
- <u>C.</u> Agreement: Michigan Indigent Defense Council (MIDC) FY 2021/22
   1. Memo 10/27/21 Municipal Court Clerk/Judge Metry

- 2. Grant Agreement
- 3. Minimum Standards for Indigent Criminal Defense Services

## 11. **RESOLUTIONS**

- A. Wayne County Annual Permits
  - 1. Memo 10/07/21 Director of Public Services
  - 2. Letter 10/01/21 Wayne County Executive

3. Maintenance Permit No. A-22054/Scope of Work/Indemnity and Insurance/Conditions & Limitations/Resolution

- 4. Letter 10/06/21 Wayne County Executive
- 5. Pavement Restoration Permit No. A-22109/Scope of Work/Indemnity and

Insurance/Conditions & Limitations/Resolution

6. Letter 10/06/21 - Wayne County Executive

7. Special Events Permit No. A-22142/Scope of Work/Indemnity and Insurance/Conditions & Limitations/Resolution

## 12. ORDINANCES

- A. Second Reading: An Ordinance to Amend the Code of Ordinances for the City of Grosse Pointe Woods, Chapter 2, Administration, Article V, Boards and Commissions, To Amend Section 2-508 to Revise the Number of Members on the Senior Citizens Commission 1. Proposed Ordinance
  - 2. Affidavit of Legal Publication
- B. First Reading: An Ordinance to Adopt Article XVII Solar Energy Systems, Chapter 8, Buildings and Building Regulations, Sec. 8-501 To Eliminate the Requirement That Panels Be Located Within 4 Feet of Any Peak, Eave or Valley, To Provide That The Installation of the Solar Energy System Shall Comply with the Michigan Residential Code, And To Provide for Appeals to the City Council
  - 1. Letter 11/01/21 City Attorney Tomlinson
  - 2. Proposed Ordinance
- <u>C.</u> First Reading: An Ordinance to Amend City of Grosse Pointe Woods Code of Ordinances, Chapter 2, Administration, Article II, Officers and Employees, To Add A New Division 5 to Create the Office of Assistant City Administrator
  - 1. Memo 11/01/21 City Attorney
  - 2. Chapter 2 Administration Article II Officers and Employees
  - 3. Proposed Ordinance

## 13. CLAIMS/ACCOUNTS

- A. Insituform Technologies USA
   1. 2021 Sewer Rehabilitation by Full Length C.I.P.P. Lining Pay Estimate No. 1 10/03/21 -\$27,981.63
- B. Corby Energy Services
   1. 2021 Sewer Cleaning and CCTV Investigation Pay Estimate No. 1 10/03/21 \$54,574.87.
- C. Motor City Electric Co.
   1. Robert E. Novitke Municipal Center Generator Final Payment 09/24/21 \$47,552.00.

D. Fontana Construction Inc.

1. 2021 Water Main Replacement Program (Hollywood/Severn/Christine Court) Pay Estimate No. 3 10/03/21 - \$364,113.69.

- E. L. Anthony Construction Inc.
  - 1. 2020 Concrete Pavement/Parking Repair Program 10/03/21 \$77,676.64;
  - 2. 2021 Concrete Pavement Repair Program 10/03/21 \$166,809.03.
- F. City Engineers
  - 1. 2021/22 GIS Maintenance Invoice No. 0133464 10/07/21 \$526.20;
  - 2. 2020/21 Water Main Replacement Program Invoice No. 0133895 10/21/21 \$19,462.20;
  - 3. 2020 Concrete Pavement Repair Program Invoice No. 0133896 10/21/21 \$1,918.27;
  - 4. Sewer Rehab-Lining Invoice No. 0133897 10/21/21 \$343.70;
  - 5. Sewer Rehab-Open Cut Invoice No. 0133898 10/21/21 \$431.40;
  - 6. 2021 Misc Concrete Repair Invoice No. 0133899 10/21/21 \$10,967.15;
  - 7. 2021 CCTV Investigation Invoice No. 0133900 10/21/21 \$16,430.83;
  - 8. 2021/22 General Engineering Invoice No. 0133908 10/22/21 \$1,352.50.

### G. Plante Moran

- 1. Audit Invoice No. 2058433 10/11/21 \$41,100.00.
- H. WCA Assessing
   1. Assessing Services Invoice No. 10202021 10/20/21 \$6,508.50.
- McKenna
   Building Services Invoice No. 21849-44 10/20/21 \$2,160.00.
- J. Kitch Drutchas Wagner Valitutti & Sherbrook
   1. Metro Act Attorney Invoice No. 513255 10/13/21 \$390.00.
- K. McGraw Morris PC
  - 1. Statement 8293 10/13/21 \$420.00;
  - 2. Statement 8157 09/29/21 \$1,085.00.
- L. Keller Thoma
  - 1. Labor Attorney Invoice No. 120977 10/01/21 \$2,208.75;
  - 2. Labor Attorney Invoice No.120970 10/01/21 \$1,882.25.
- M. Rosati, Schultz, Joppich & Amtsbuechler, P.C. 1. City Attorney Invoice No. 1076332 10/12/21 - \$10,462.60.

### 14. NEW BUSINESS/PUBLIC COMMENT

15. ADJOURNMENT

### Lisa Kay Hathaway, MiPMC-3/MMC City Clerk

#### IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT) <u>POSTED AND COPIES GIVEN TO NEWSPAPERS</u>

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to

individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440 or Telecommunications Device for the Deaf (TDD) 313 343-9249

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

## COUNCIL ADMINISTRATIV

November 1, 2021

#### OFFICE OF THE CITY ADMINISTRATOR

#### Subject: Recommendations for Council Meeting of November 8, 2021

#### Item 4 RECOGNITION OF COMMISSION MEMBERS

- Item 5 <u>ACCEPTANCE OF THE AGENDA</u> Prerogative of the City Council that all items on tonight's agenda be received, placed on file, and taken in order of appearance.
- Item 6 <u>CITY COUNCIL OATHS OF OFFICE</u>
- Item 6A/6B <u>MAYOR AND CITY COUNCIL MEMBERS</u> Prerogative of the City Clerk to administer the Oaths of Office to the Mayor and City Council Members elected at the General Election held November 2, 2021.
- Item 7 <u>APPOINTMENTS</u>
- Item 7A <u>SENIOR COMMISSION (MAYORAL)</u> Prerogative of the Mayor to appoint the following individuals to the Senior Citizens Commission to fill two vacancies:
  - 1. Kevin Quasarano with a term to expire 12/31/24;
  - 2. Karen McLeod with a term to expire 12/31/22.
- Item 8 <u>MINUTES</u> Prerogative of the City Council to approve as submitted or make any corrections to the City Council minutes dated October 19, 2021, and Committee-of-the-Whole minutes dated October 18, 2021, and to consider recommendations to the City Council as may be contained in the various minutes, namely:
- Item 8B <u>COMMITTEE-OF-THE-WHOLE MINUTES DATED OCTOBER 18, 2021, WITH</u> <u>RECOMMENDATIONS</u>
- Item 8B1 <u>SOLAR ORDINANCE</u> Prerogative of the City Council to address the first reading of this ordinance under Item 12B.
- Item 8B2 <u>PERSONNEL MATTERS (SUCCESSION PLAN ADMINISTRATION)</u> Prerogative of the City Council to concur with the Committee-of-the-Whole at their meeting held October 18, 2021, and approve the succession plan as presented in accordance with the City Administrator's memos dated October 12, 2021.
- Item 8B2b <u>EMPLOYMENT AGREEMENT CITY ADMINISTRATOR (FRANK SCHULTE)</u> Prerogative of the City Council to approve the Employment Agreement for Frank Schulte to serve as City Administrator effective January 1, 2022, and authorize the Mayor to sign the Agreement.
- Item 8D <u>BEAUTIFICATION ADVISORY COMMISSION EXCERPT DATED OCTOBER 13,</u> 2021, WITH RECOMMENDATION

- Item 8D1 <u>APPOINTMENT (MAYORAL)</u> Prerogative of the Mayor to concur with the Bea Commission at their meeting held October 13, 2021, and appoint the following individual to fill a vacancy on the Beautification Commission:
  - 1. Carol Romano with a term to expire 12/31/24.

#### Item 8E <u>CITIZENS RECREATION COMMISSION MINUTES DATED SEPTEMBER 14, 2021,</u> <u>WITH RECOMMENDATION</u>

- Item 8E1 <u>APPOINTMENT (COUNCIL)</u> Prerogative of the City Council to concur with the Citizens Recreation Commission at their meeting held September 14, 2021, and appoint the following individual to fill a vacancy on the Recreation Commission:
  - 1. Abby Klotz with a term to expire December 31, 2022.

#### Item 9 COMMUNICATIONS

- Item 9A <u>ADOPTION OF RULES OF ORDER AND PROCEDURE OF THE COMMON COUNCIL</u> Prerogative of the City Council as to action taken.
- Item 9B <u>ELECTION OF MAYOR PRO-TEM (COUNCIL)</u> Prerogative of the City Council to appoint a Council Member to serve as Mayor Pro-Tem.
- Item 9C <u>REQUEST TO HANG BANNERS ON GHESQUIERE PARK FENCE WOODS/SHORES</u> <u>LITTLE LEAGUE</u> Paul Summers, Grosse Pointe Woods-Shores Little League President, in his letter received on November 1, 2021, is again requesting approval to hang commercial banners on the baseball field fences at Ghesquiere Park, contingent upon the following:
  - 1. The City Administrator will review and approve all banners prior to hanging;
  - 2. A maximum of 120 banners will be sold;
  - 3. Banners will be hung by Little League beginning April 1, 2022, and removed by July 31, 2022;
  - 4. The size of each banner will be 3' x 8';
  - 5. All proceeds will be put toward the improvement of the baseball fields;
  - 6. No sponsors may include direct references to alcohol, tobacco, or adult content.

I recommend approval of this request. There were no issues that arose previously in the spring of 2021 when this program was launched. I also recommend giving the City Administrator authority to approve this program and banners on an annual basis in perpetuity.

Prerogative of the City Council to approve the request of Woods/Shores Little League to hang banners on the Ghesquiere Park baseball diamond fence for purposes of fund raising for field improvements with the City Administrator's review and approval of each banner, and that City Council give the City Administrator authority to approve banner requests in the future.

Item 9D <u>SEWER SYSTEM EVALUATION STRATEGY/BUDGET AMENDMENT</u> The Director of Public Services, in his memo dated October 27, 2021, provides an outline of a sewer evaluation strategy plan as presented by the City Engineer as a result of recent rain events. In short, in order to provide real time monitoring of the City's sewer system, 14 level sensors will need to be installed in various locations most affected by the June 25<sup>th</sup> rain event. A map is provided showing the locations of sensors and diagram the placement of interceptors and local sewers. The following are first year and estimated future annual costs:

Durch and I Cancon Manitoring Equinment	¢149.00	Section 5, Item
Purchase level Sensor Monitoring Equipment	\$148,00	
Purchase Remote Supervisory Control and Data Acquisition (SCADA)	\$150,00	0.00
System Incorporation Equipment		
Contingency for Purchase of Equipment	\$50,00	0.00
TOTAL EQUIPMENT	\$348,00	0.00
Equipment Installation and Maintenance (Engineering Fees)	\$35,00	0.00
Data Collection Modeling and Presentation (Engineering Fees)	\$72,00	0.00
TOTAL ENGINEERING	\$107,00	0.00
TOTAL FOR FIRST YEAR	\$455,00	0.00
Estimated Annual Cost After First Year	\$115,00	0.00

The Director of Public Services recommends Anderson, Eckstein & Westrick be approved to implement the Sewer Evaluation Strategy at a cost of \$298,000.00 for Equipment, an amount not to exceed \$50,000.00 for equipment contingency, and Total Engineering fees in the amount of \$107,000.00, for a total first year cost not to exceed \$455,000.00.

I concur with his recommendation and do not believe any benefit will accrue to the City by seeking bids. This item is not included in the budget and therefore a Budget Amendment will be required in an amount not to exceed \$455,000.00. (Note: Future costs of \$115,000.00 annually are not being sought at this time and are being presented for advisory purposes only.)

Prerogative of the City Council to approve implementation of the Sewer Evaluation Strategy by Anderson, Eckstein & Westrick at a cost of \$298,000.00 for Equipment, an amount not to exceed \$50,000.00 for equipment contingency, and Total Engineering Fees in the amount of \$107,000.00, for a total first year cost not to exceed \$455,000.00; and, to approve a budget amendment as follows:

From Water/Sewer Fund Balance Account No. 592-000-697.000	\$455,000.00
Into Water/Sewer Contractual Services Account No. 592-537-818.000	\$107,000.00
Into Water/Sewer Equipment Account No. 592-537-977.000	\$348,000.00

Item 9E <u>ENGINEER FEES FOR RAIN EVENT/BUDGET AMENDMENT</u> The Director of Public Services, in his memo dated October 27, 2021, is recommending the invoice from the City Engineer be paid in the amount of \$23,706.50 for work performed during the June 25-26, 2021, rain event. Work included investigation, attending several meetings, evaluation of the occurrence, organizing and presenting the Town Hall Meeting on July 15, 2021, mapping rainfall and flooding locations, providing detailed analysis of the Torrey Road Pump Station and sewer system, and preparation of the Sewer System Evaluation Strategy and budget.

I concur with his recommendation and do not believe any benefit would have accrued by seeking bids. This item was not included in the budget and therefore a budget amendment will be required.

Prerogative of the City Council to approve payment of the City Engineer's Invoice No. 0133912 dated October 27, 2021, for work performed on the June 25-26, 2021, rain event and flooding claims in the amount of \$23,706.50; and, to approve a budget amendment in the amount of \$23,706.50 from the Water/Sewer Fund Balance Account No. 592-000-697.000 into the Water/Sewer Contractual Services Account No. 592-537-818.000.

Α.

- Item 9F <u>RESIGNATIONS FROM COMMISSIONS</u> Prerogative of the Mayor to accept the resignations with regret and direct that appropriate thanks and recognition be sent to:
  - 1. James R. Profeta for his service on the Planning Commission;
  - 2. Sharon Beeby for her service on the Senior Commission;
  - 3. Joan Thornton for her service on the Senior Commission.
- Item 9G <u>SENIOR COMMISSION BY-LAWS AMENDMENT</u> Amendments to the Senior Commission By-Laws are being presented for consideration in light of the Second Reading of the Senior Commission Ordinance Amendment being addressed under Item 12A.

Prerogative of the City Council to approve the amendments to the Senior Commission By-Laws as presented.

- Item 9H <u>LEGAL PROCEEDINGS: JULIE NURSE V CITY OF GROSSE POINTE WOODS</u> Prerogative of the City Council to refer this Summons and Complaint to the City Attorney for further processing.
- Item 9I <u>SUCCESSION PLAN: CITY ADMINISTRATOR/ASSISTANT CITY ADMINISTRATOR</u> <u>BUDGET AMENDMENT</u> The City Administrator, in his memo dated November 2, 2021, states that upon approval of the succession plan presented under Item 8B2 of tonight's agenda, a budget amendment will be necessary:

From Prior Year Reserves Account No. 101-000-699.000	\$12,697.00
Into Salaries & Wages Account No. 101-172-702.000	\$3,269.00
Into Social Security Account No. 101-172-715.000	\$250.08
Into Pension Account No. 101-172-722.000	\$2,977.93
Into Vacation Pay Account No. 101-172-710.999	\$6,200.00

Prerogative of the City Council to approve the Budget Amendment in the amount of \$12,697.00 from Prior Years Reserve Account to cover the succession plan wage changes and benefits as identified.

#### Item 10 BIDS/PROPOSALS/CONTRACTS

Item 10A <u>CONTRACT: 2021 SEWER CLEANING AND C.C.T.V. MODIFICATION</u> The Director of Public Services, in his memo dated October 26, 2021, is recommending Corby Energy Services be approved for a contract modification to perform the 2021 Sewer Cleaning and Closed-Circuit Television Investigation Program at a cost of \$51,562.50. Corby has agreed to extend the same unit bid prices presented in August 2021 to investigate the district that was affected in the June 2021 rain event. Additional costs include an amount not to exceed \$20,000.00 for Anderson, Eckstein & Westrick to review added work, and an amount not to exceed \$10,000.00 for contingency, for a total project cost not to exceed \$81,562.50.

I concur with his recommendation and do not believe any benefit will accrue to the City by seeking additional bids. This item is not included in the budget and a budget amendment will be required.

Prerogative of the City Council to approve a contract modification with Corby Energy Services in the amount of \$51,562.50 to perform the 2021 Sewer Cleaning and Closed-Circuit Television

Investigation Program, to include an amount not to exceed \$20,000.00 for Anderso & Westrick to review the added work, and an amount not to exceed \$10,000.00 for contingency, for a total project cost not to exceed \$81,562.50, to authorize the City Administrator to sign the contract; and, to approve a budget amendment as follows:

From Water/Sewer Fund Balance Account No. 592-000-697.000	\$81,562.50
Into Water/Sewer Cleaning Construction Account No. 592-537-975.005	\$61,562.50
Into Water/Sewer Cleaning Engineering Account No. 592-537-975.004	\$20,000.00

Item 10B <u>AGREEMENT: SALT BARN USE – GROSSE POINTE PUBLIC SCHOOLS</u> The Committee-of-the-Whole, at the meeting held September 13, 2021, authorized the City Attorney to prepare an Agreement between the City and the Grosse Pointe Public Schools for purposes of sharing the City's salt barn. The License Agreement has been prepared for City Council's consideration.

Prerogative of the City Council to approve the License Agreement with Grosse Pointe Public Schools regarding use of the City's salt barn, and authorize the City Administrator to sign said Agreement.

Item 10C <u>AGREEMENT: MICHIGAN INDIGENT DEFENSE COUNCIL (MIDC) FY 2021/22</u> The MIDC Grant Agreement for FY 2021/22 (October 1, 2021 – September 30, 2022) has been received and is presented for Council's review and approval. The MIDC is in charge of funding the public defender system within each court in Michigan. The total authorized budget is \$55,920.00: State Grant Contribution will be \$52,800.00 with a required Local Share Contribution in the amount of \$3,120.00. The Treasurer/Comptroller has verified funds.

I recommend approval of this grant contract. This item is included in the budget.

Prerogative of the City Council to approve the 2021/22 MIDC Grant Agreement, authorize payment of the City's Local Share Contribution in the amount of \$3,120.00 with funds to be taken from the MIDC Grant Fund Account No. 275-000-699.101, and authorize the City Administrator to sign the contract.

#### Item 11 <u>RESOLUTIONS</u>

- Item 11A <u>WAYNE COUNTY ANNUAL PERMITS</u> The Director of Public Services, in his memo dated October 7, 2021, is recommending City Council again adopt the Annual Wayne County Model Resolutions to obtain annual permits, as follows:
  - 1. Maintenance To occupy the Right-of-Way of County Roads for certain activities;
  - 2. Pavement Restoration Allows replacement and repair of pavement cuts due to utility repairs within the right-of-way;
  - 3. Special Events Allows for temporary closure of certain roads for certain events, to install banners, and establishes requirements.

I concur with his recommendation.

Prerogative of the City Council to adopt the Annual Wayne County Permit Resolutions for Maintenance, Pavement Restoration, and Special Events, name Frank Schulte, Director of Public Services, as the Community's authorized representative to sign the per authorize the City Clerk to certify and forward documents to Wayne County.

#### Item 12 ORDINANCES

- Item 12ASECOND READING: AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR<br/>THE CITY OF GROSSE POINTE WOODS, CHAPTER 2, ADMIISTRATION, ARTICLE<br/>V, BOARDS AND COMMISSIONS, TO AMEND SECTION 2-508 TO REVISE THE<br/>NUMBER OF MEMBERS ON THE SENIOR CITIZENS COMMISSION<br/>Prerogative of the<br/>City Council to approve this proposed ordinance as presented and make it effective 20 days<br/>after its enactment.
- Item 12B FIRST READING: AN ORDINANCE TO ADOPT ARTICLE XVII SOLAR ENERGY SYSTEMS, CHAPTER 8, BUILDINGS AND BUILDING REGULATIONS, SEC. 8-501 TO ELIMINATE THE REQUIREMENT THAT PANELS BE LOCATED WITHIN 4 FEET OF ANY PEAK, EAVE OR VALLEY, TO PROVIDE THAT THE INSTALLATION OF THE SOLAR ENERGY SYSTEM SHALL COMPLY WITH THE MICHIGAN RESIDENTIAL CODE, AND TO PROVIDE FOR APPEALS TO THE CITY COUNCIL Prerogative of the City Council to concur with the Committee-of-the-Whole at their meeting held October 18, 2021, and amend this ordinance, to set a date of December 6, 2021, for a second reading and final adoption, and to authorize the City Clerk to publish same by title in the Grosse Pointe News.
- Item 12C FIRST READING: AN ORDINANCE TO AMEND CITY OF GROSSE POINTE WOODS CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE II, OFFICERS AND EMPLOYEES, TO ADD A NEW DIVISION 5 TO CREATE THE OFFICE OF ASSISTANT CITY ADMINISTRATOR Prerogative of the City Council to amend this ordinance, to set a date of December 6, 2021, for a second reading and final adoption, and to authorize the City Clerk to publish same by title in the Grosse Pointe News.
- Item 13 <u>CLAIMS AND ACCOUNTS</u> Prerogative of the City Council to approve payment of Items 13A 13M as listed on the Council agenda and as identified in the administrative memo in the respective amounts and accounts listed, as follows:
  - A. Insituform Technologies USA
     1. 2021 Sewer Rehabilitation by Full Length C.I.P.P. Lining Pay Estimate No. 1 10/03/21 - \$27,981.63; Account No. 592-537-976.002.
  - B. Corby Energy Services
     1. 2021 Sewer Cleaning and CCTV Investigation Pay Estimate No. 1 10/03/21 -\$54,574.87; Account No. 592-537-975.005.
  - C. Motor City Electric Co.
    1. Robert E. Novitke Municipal Center Generator Final Payment 09/19/21 -\$47,552.00; Account No. 420-902-977.101.
  - D. Fontana Construction Inc.
     1. 2021 Water Main Replacement Program (Hollywood/Severn/Christine Court) Pay Estimate No. 3 10/03/21 \$364,113.69; Account No. 592-537-977.300.
  - E. L. Anthony Construction Inc.

1. 2020 Concrete Pavement/Parking Repair Program Pay Estimate No. 6 10/03/21 - \$77,676.64; Account Nos:

- a. 202-451-974.200 \$4,388.55;
- b. 203-451-974.200 \$2,771.72;
- c. 585-561-977.000 \$11,548.82;

- d. 592-537-975.400 \$4,388.55;
- e. 592-537-978.200 \$54,579.00.
- 2021 Concrete Pavement Repair Program Pay Estimate No. 2 10/03/21 -\$166,809.03; Account Nos:
  - a. 202-451-974.200 \$38,366.08;
  - b. 203-451-974.200 \$25,021.35;
  - c. 585-561-977.000 \$65,055.52;
  - d. 592-537-975.400 \$38,366.08.
- F. Anderson, Eckstein & Westrick City Engineers

1. 2021/22 GIS Maintenance Invoice No. 0133464 10/07/21 - \$526.20; Account No. 592-537-977.000.

2. 2020/21 Water Main Replacement Program Invoice No. 0133895 10/21/21 -

\$19,462.20; Account No. 592-537-977.310.

3. 2020 Concrete Pavement Repair Program Invoice No. 0133896 10/21/21 -

\$1,918.27; Account Nos:

- a. 202-451-974.201 \$364.47;
- b. 203-451-974.201 \$230.20;
- c. 585-561-978.300 \$959.13;
- d. 592-537-975.401 \$364.47.
- 4. Sewer Rehab-Lining Invoice No. 0133897 10/21/21 \$343.70; Account No. 592-537-976.001.
- 5. Sewer Rehab-Open Cut Invoice No. 0133898 10/21/21 \$431.40; Account No. 592-537-976.001.
- 6. 2021 Misc Concrete Repair Invoice No. 0133899 10/21/21 \$10,967.15; Account Nos:
  - a. 202-451-974.201 \$2,522.44;
  - b. 203-451-974.201 \$1,645.08;
  - c. 585-561-978.300 \$4,277.19;
  - d. 592-537-975.401 \$2,522.44.
- 2021 CCTV Investigation Invoice No. 0133900 10/21/21 \$16,430.83; Account No. 592-537-975.004.
- 8. 2021/22 General Engineering Invoice No. 0133908 10/22/21 \$1,352.50; Account Nos:
  - a. 101-441-818.000 \$450.83;
  - b. 101-444-818.000 \$450.83;
  - c. 592-537-818.000 \$450.84.
- G. Plante Moran

1. Audit Invoice No. 2058433 10/11/21 - \$41,100.00; Account Nos:

- a. 101-223-818.000 \$6,610;
- b. 101-136-818.000 \$3,500;
- c. 202-482-818.000 \$4,174;
- d. 203-482-818.000 \$4,174;
- e. 226-528-818.000 \$3,975;
- f. 365-993-818.000 \$6,246;
- g. 592-536-818.000 \$5,408;
- h. 632-854-818.000 \$4,174;
- i. 640-851-818.000 \$2,839.
- H. WCA Assessing
  - 1. Invoice No. 10202021 10/20/21 \$6,508.50; Account No. 101-224-818.000.
- I. McKenna Building Services
  - 1. Invoice No. 21849-44 10/20/21 \$2,160.00; Account No. 101-180-818.000.

- J. Kitch Drutchas Wagner Valitutti & Sherbrook-Metro Act Attorney
   1. Invoice No. 513255 10/13/21 \$390.00; Account No. 101-210-812.000.
- K. McGraw Morris PC FOIA Attorney
  1. Statement 8293 10/13/21 \$420.00; Account No. 101-210-801.000;
  2. Statement 8157 09/29/21 \$1,085.00; Account No. 101-210-801.000.
- L. Keller Thoma Labor Attorney
  1. Invoice No. 120977 10/01/21 \$2,208.75; Account No. 101-210-810.000;
  2. Invoice No.120970 10/01/21 \$1,882.25; Account No. 101-210-810.000.
- M. Rosati, Schultz, Joppich & Amtsbuechler, P.C. City Attorney
  - 1. Invoice No. 1076332 10/12/21 \$10,462.60; Account Nos:
    - a. 101-210-801.300 \$148.60;
    - b. 101-210-801.000 \$10,314.00.

Item 14 NEW BUSINESS/PUBLIC COMMENT

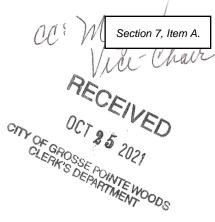
Respectfully submitted,

Dame June Stat

Bruce J. Smith City Administrator



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



# **BIOGRAPHICAL SKETCH**

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

Beautification Commission	
Board of Review	Building Authority
Citizens' Recreation Commission	Community Tree Commission
Construction Board of Appeals	Downspout Board of Appeals
Community French C	Historical Commission
Community Events Committee	Mack Avenue Business Study Committee
Local Officers' Compensation Commission	Planning Commission
Pension Board	Other:
x Senior Citizens' Commission	

NAME: Kevin Quasarano

ADDRESS: 1193 Sunningdale Dr

**TELEPHONE: Home: 586.246.0164** 

E-Mail: kjquas@outlook.com

OCCUPATION: Owner of the Nott (office coworking & executive suites space in GPP)

# OF YEARS RESIDENT OF GROSSE POINTE WOODS (Minimum 2 yrs. required): 6\_\_\_\_\_

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:

Real Esate, Property Tax, Technology, Business

EDUCATION: Computer Science, Accountancy, Business

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

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD: | feel that | can bring

experience and skills to help our city.

Signature of sponsor

Signature of applicant

Office: \_\_\_\_\_

Date:  $OC \neq 6, 202($ 

**Return to Clerk's Office** 

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

Revised 04-21



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

Section 7, Item A. nel RE OC CITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT

# **BIOGRAPHICAL SKETCH**

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

	Beautification Commission	Building Authority
	Board of Review	Community Tree Commission
	Citizens' Recreation Commission	Downspout Board of Appeals
	Construction Board of Appeals	Historical Commission
	Community Events Committee	Mack Avenue Business Study Committee
	Local Officers' Compensation Commission	Planning Commission
	Pension Board	Other:
$\times$	Senior Citizens' Commission	

NAME: KAREN MELEOD
ADDRESS: 1109 HAMPTON RD.
TELEPHONE: Home: <u>313 - 885 - 3373</u> Office:
E-Mail: Mc Rod/109 Paol, Rom
OCCUPATION: RETIRED TEACHER
# OF YEARS RESIDENT OF GROSSE POINTE WOODS (Minimum 2 yrs. required):5 🧿
PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:
Good oral + written communication 5 kills, a good listener EDUCATION: B.A. M.A. in English language + literature - VofM
PROFESSIONAL/SERVICE CLUBAFFILIATIONS: Grosse Pointe AAUW
Alpha Delta Kappa teaching sorority, St. Michael's altar guild
DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD: I am a
senior interested in the well-being of GPW seniors
at a B to 2 The year

nem N Signature of sponsor

Signature of applicant

Date: 10 - 25 - 21

**Return to Clerk's Office** 

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

#### COUNCIL 10-18-21 - 124

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, OCTOBER 18, 2021, 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 7:00 p.m. by Mayor Bryant.

PRESENT:	Mayor Bryant Council Members Brown, Gafa, Koester, McConaghy, Vaughn
ABSENT:	Granger
Also Present:	City Administrator Smith City Attorney Anderson Treasurer/Comptroller Murphy City Clerk Hathaway Director of Public Safety Kosanke Director of Public Services Schulte

Also in attendance were Recreation Supervisor Gerhart and Executive Assistant Como.

Motion by McConaghy, seconded by Vaughn, that Council Member Granger be excused from tonight's meeting to attend to a personal matter.

Motion carried by the following vote:Yes:Brown, Bryant, Gafa, Koester, McConaghy, VaughnNo:NoneAbsent:Granger

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

The following Commission members were in attendance:

George Bailey, Planning Commission John Vitale, Planning Commission Barb Janutol, Recreation Commission

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

#### COUNCIL 10-18-21 - 125

Motion carried by the following vote:

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

A presentation was made by the Director of Public Safety and Oaths were administered in recognition of two promotions in the Department of Public Safety:

- 1. Sergeant Brian Anthony Conigliaro to the rank of Lieutenant;
- 2. Officer Mark Jason Agnetti to the rank of Sergeant.

The Mayor made the following appointments to the Planning Commission:

- 1. Christian Fenton with a term to expire December 31, 2022;
- 2. Stephen Gerhart with a term to expire December 31, 2022;
- 3. Donna O'Keefe with a term to expire December 31, 2021.

Motion by McConaghy, seconded by Vaughn, regarding Planning Commission Appointments, that the City Council concur with the Mayor's appointments as identified.

Motion carried by the following vote:Yes:Brown, Bryant, Gafa, Koester, McConaghy, VaughnNo:NoneAbsent:Granger

Motion by Gafa, seconded by McConaghy, that the following minutes be approved as submitted:

1. City Council Minutes dated October 4, 2021.

Motion carried by the following vote:Yes:Brown, Bryant, Gafa, Koester, McConaghy, VaughnNo:NoneAbsent:Granger

Motion by Brown, seconded by McConaghy, regarding **Inspector Rates of Pay**, that the City Council concur with the recommendation of the Election Commission at their meeting held October 4, 2021, and approve the rates of Election Inspector pay as presented.

#### COUNCIL 10-18-21 – 126

Motion carried by the following vote:

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

Motion by Gafa, seconded by McConaghy, regarding **Sign Variance: Estia Greek Street Food**, **20871 Mack**, that the City Council approve the sign variance as requested, permitting installation of the sign 5' in height based on the following:

- 1. The request is within the spirit and intent of the ordinance and in the best interest of the City;
- 2. A sign with the applicant's logo "flame" in compliance with the ordinance would be out of scale with the façade of the lease space;
- 3. A sign complying with the ordinance on such a small store front would create a hardship for the applicant;
- 4. Approval is contingent upon the sign being installed within six months of approval.

Motion carried by the following vote:

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

Motion by Koester, seconded by Gafa, regarding **Extension of Time to Construct – Crosspointe Christian Church, 21336 Mack Avenue**, that the City Council approve a permit extension for Special Land Use to Crosspointe Christian Church, construction to begin within six months and complete within one year.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Brown, regarding **Holiday Parking Meters**, that the City Council approve the request to cover parking meters beginning Sunday, December 12, 2021, and bags be removed on Monday, December 27, 2021.

#### COUNCIL 10-18-21 - 127

Motion carried by the following vote:

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

Motion by Vaughn, seconded by Gafa, regarding **Purchase: Bulletproof Vests**, that the City Council approve the purchase of fifteen bulletproof vests from On Duty Gear LLC at a cost of \$660.00, for a total cost of \$9,900.00, funds to be taken from Public Safety Clothing/Uniform Allowance Account No. 101-345-725.000.

Motion carried by the following vote: Yes: Brown, Bryant, Gafa, Koester, McConaghy, Vaughn No: None

Absent: Granger

Motion by McConaghy, seconded by Koester, regarding **Monthly Financial Report – September 2021**, that the City Council refer this report to the Finance Committee.

Motion carried by the following vote:Yes:Brown, Bryant, Gafa, Koester, McConaghy, VaughnNo:NoneAbsent:Granger

Motion by Brown, seconded by McConaghy, regarding **Contract Modification: DPW Bag Barn Addition**, that the City Council approve a pole barn contract modification with Ashor Associates to construct the DPW bag barn addition and upgrades at a cost of \$57,086.80, to include a contingency in an amount not to exceed \$10,000.00 and construction engineering fees in an amount not to exceed \$8,000.00, for a total project cost not to exceed \$75,086.80, and authorize the City Administrator to sign the modification, with funds to be taken from Commodities Improvements Public Works Account No. 598-787-977.103.

Motion carried by the following vote:

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

#### COUNCIL 10-18-21 – 128

Motion by Gafa, seconded by McConaghy, regarding **Contract: Power DMS**, that the City Council approve the purchase of a Power DMS 36-Month subscription at a cost of \$4,908.16 for the first of three years, and authorize the City Administrator to sign the contract and service agreement, with funds to be taken from Contractual Services-Police Services Account No. 101-310-818.000.

Motion carried by the following vote:

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

Motion by Koester, seconded by McConaghy, regarding **First Reading: Ordinance To Amend Chapter 2, Administration, Article V, Boards and Commissions, To Amend Sec. 2-508 To Revise the Number of Members on the Senior Citizens Commission**, that the City Council concur with the amendment of this ordinance, to set a date of November 8, 2021, for a second reading and final adoption, and to authorize the City Clerk to publish same by title in the Grosse Pointe News.

Motion carried by the following vote:

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

Motion by Vaughn, seconded by McConaghy, regarding **claims/accounts**, that the City Council approve payment of Items 12A - 12C as listed on the Council agenda and as identified in the administrative memo in the respective amounts and accounts listed, as follows:

#### A. Auditing Services

- 1. Plant Moran Invoice No. 2046451 09/21/21 \$18,900.00; Account Nos.:
  - a. 101-223-818.000 \$17,900.00;
  - b. 101-136-818.000 \$1,000.00.
- B. City Engineer Anderson, Eckstein & Westrick
  - 1. 2021/22 GIS Maintenance Invoice No. 0133058 09/08/21 \$528.70; Account No. 592-537-977.000.
  - 2. DPW Water & Sewer Barn Invoice No. 0133062 09/08/21 \$400.00; Account No. 592-537-978.300.
  - 3. Oxford Road Reconstruct (Mack to Holiday) Invoice No. 0133235 09/16/21 \$887.05; Account Nos.:

#### COUNCIL 10-18-21 - 129

- a. 202-451-974.201 \$70.97;
- b. 203-451-977.803 \$727.38;
- c. 592-537-975.401 \$88.70.
- 4. Allard Rd Reconstruct (Chester/Harper WCL) Invoice No. 0133236 09/16/21 \$8,440.25; Account No. 203-451-977.803.
- 5. 2020 Concrete Pavement Repair Program Invoice No. 0133241 09/16/21 \$245.71; Account Nos.:
  - a. 202-451-974.201 \$46.68;
  - b. 203-451-974.201 \$29.49;
  - c. 585-561-978.300 \$122.86;
  - d. 592-537-975.401 \$46.68.
- Sewer Rehab-Lining Invoice No. 0133242 09/16/21 \$333.75; Account No. 592-537-976.001.
- 7. Sewer Rehab Open Cut No. 0133243 09/16/21 \$1,341.70; Account No. 592-537-976.001.
- 2021 CCTV Investigation Invoice No. 0133245 09/16/21 \$2,517.15; Account No. 592-537-975.004.
- 9. 2020/21 Water Main Replacement Program Invoice No. 0133404 09/22/21 \$25,112.97; Account No. 592-537-977.310.
- 10. 2021 Misc. Concrete Repair Invoice No. 0133405 09/22/21 \$16,060.50; Account Nos:
  - a. 202-451-974.201 \$3,693.90;
  - b. 203-451-974.201 \$2,409.08;
  - c. 585-561-978.300 \$6,263.60;
  - d. 592-537-975.401 \$3,693.91.
- C. Attorney York, Dolan & Tomlinson, PC
  - 1. Invoice 10/04/21 \$5,704.00; Account Nos.:
    - a. 101-210-801.000 \$527.00;
    - b. 101-210-801.200 \$372.00;
    - c. 101-210-801.100 \$4,805.00.

Motion carried by the following vote:

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

No: None

Absent: Granger

Hearing no objections, the following items were heard under New Business:

• The Mayor discussed two motions received from the Citizens Recreation Commission Meeting at their meeting held October 12, 2021, regarding Winterfest.

#### COUNCIL 10-18-21 - 130

Motion by Gafa, seconded by McConaghy, regarding **Winterfest funds**, that the City Council concur with the recommendation of the Citizens Recreation Commission at their meeting held October 12, 2021, and approve an amount not to exceed \$8,500.00 to hold Winterfest, funds to be taken from Account No. 101-105-880.200.

Motion carried by the following vote:

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

Motion by Gafa, seconded by McConaghy, regarding **Winterfest funds/Budget Amendment**, that the City Council concur with the recommendation of the Citizens Recreation Commission at their meeting held October 12, 2021, and approve a budget amendment to cover Winterfest expenses in the amount of \$4,200.00 from Prior Year Fund Balance Account No. 101-000-699.000 into Account No. 101-105-880.200.

Motion carried by the following vote:

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

• Council Member Vaughn thanked administration for sending out the Nixel regarding DTE temporarily shutting off power.

Nobody wished to be heard under Public Comment.

Motion by Vaughn, seconded by McConaghy, to adjourn tonight's meeting at 7:32 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway City Clerk Arthur W. Bryant Mayor

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, OCTOBER 18, 2021, IN THE CONFERENCE ROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

Mayor Bryant called the meeting to order at 7:43 p.m.

- PRESENT: Mayor Bryant Council Members Brown, Gafa, Koester, McConaghy, Vaughn ABSENT: Granger
- ALSO PRESENT: City Administrator Smith City Attorney Anderson City Attorney Tim Tomlinson City Clerk Hathaway Director of Public Services Schulte Director of Public Safety Kosanke Building Official Tutag

Also in attendance were Planning Commissioner Vitale, Recreation Supervisor Gerhart, and Executive Assistant Como.

Motion by Vaughn, seconded by Brown, that Council Member Granger be excused from tonight's meeting to attend to a personal matter.

Motion carried by the following vote:

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

Absent: Granger

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

Motion carried by the following vote:Yes:Brown, Bryant, Gafa, Koester, McConaghy, VaughnNo:NoneAbsent:Granger

The first item discussed was regarding the **Solar Energy Ordinance**. City Attorney Tomlinson provided an overview of his letter dated August 30, 2021, and the proposed amendments to XVII

Solar Energy Systems. Discussion ensued and the Building Official stated if a home is located on the north side of the street, it is at a disadvantage and options are limited due to cost. He stated the ordinance is amended to comply with the Michigan Building Code, which regulates the installation of solar panels at 3' of any peak, eve, or valley while the current ordinance is at 5'. Planning Commissioner Vitale, Chair of the Solar Ordinance Revision Committee, explained that saving energy is the primary objective, however with technology so quickly evolving and improving, the City can be a little more careful when considering technology as well as aesthetics. The Building Official stated he is currently holding two variance requests for panel installation setbacks (distance from the edge) pending review of this amendment.

Motion by McConaghy, seconded by Vaughn, that the Committee-of-the-Whole recommend to City Council accept the Planning Commission's recommendations for amendments to the Solar Energy Ordinance.

Discussion ensued, particularly in regard to Sec. 8-501(3) pertaining to panel visibility from the street. Homes located on the north side of the street would be required to use more costly materials and suffer an unfair disadvantage even though an appeal process is in place.

Motion failed by the following vote:

Yes: McConaghy, Vaughn

No: Brown, Bryant, Gafa, Koester

Absent: Granger

Motion by Vaughn, seconded by McConaghy, that the Committee-of-the-Whole recommend that City Council approve the Solar Energy Ordinance amendments as presented by the Planning Commission, with the exception of eliminating the amendments contained in (3).

Motion carried by the following vote:Yes:Brown, Bryant, Gafa, Koester, McConaghy, VaughnNo:NoneAbsent:Granger

Next, an **Update regarding the AT&T Cell Tower** was provided by the City Attorney. She stated a License Agreement will come to the City Council at a future meeting. Leasing of additional space on the tower was also briefly discussed.

John Vitale, of Stucky Vitale, provided an overview regarding proposed enhancements to be installed at **Chene Trombley Park.** He stated there are multiple phases proposed based on the availability of funds. There is currently a combination of equipment ranging from five to twelve years old. He proposed installation of a 3' fence to protect children from running into Mack Avenue. The Director of Public Services stated the Grosse Pointe Woods Foundation is looking for projects to sponsor and grants are being sought. A brief discussion ensued regarding drainage and fill, a cross walk, lighting, and signage identifying ages permitted to be on the equipment,

and park hours. The Foundation offered to prepare the grant, as well as the City Engineer at a cost of \$2,000.00. There was a consensus of the Committee to move forward with the City Engineer preparing the grant.

Discussion then ensued regarding a **City Hall electronic sign**. The Director of Public Services provided an overview and stated this may be a project for the Grosse Pointe Woods Foundation at a cost of \$55,000.00. There was a consensus of the Committee to move forward with the project.

Motion by McConaghy, seconded by Koester, that the following items be removed from the Committee-of-the-Whole (with the exception of the original Item No. 11 - Ordinance Amendment re: Colonial Theme Sec. 50-373 being placed back onto the Committee-of-the-Whole):

- 1. PV Solar Study
- 2. Commission Web Page
- 3. Proposed Municipal Civil Infraction
- 4. Commission Meetings/Calendar Events (during COVID)
- 5. Act 51 Grosse Pointe Public Schools/Safe Routes
- 6. Legacy Oaks
- 7. Actuarial Services
- 8. Meet with Pension Attorney to Discuss OPEB Bonds and Defined Contribution vs. Benefit Plans
- 9. City Bulletin Boards
- 10. Draft Charter Amendment Language
- 11. Wall Sign Ordinance Sec. 32-13
- 12. Regional Authority

Motion carried by the following vote:

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

Abconti Grand

Absent: Granger

Regarding **personnel matters**, the City Administrator stated he would be retiring effective December 31, 2021. He presented a memo dated October 12, 2021, identifying a proposed succession plan to the City Council:

- 1. Promote Director of Public Services Schulte to City Administrator;
- 2. Promote Executive Assistant Como to Assistant City Administrator;
- 3. Promote Deputy Director of Public Services Kowalski to Director of Public Services.

The Mayor declared a recess at 8:45 p.m., and reconvened at 9:00 p.m.

The City Attorney was asked to look at any posting requirements for these positions.

Motion by McConaghy, seconded by Brown, regarding personnel matters, that the Committeeof-the-Whole recommend the City Council accept this succession plan as presented.

Under discussion, the City Administrator was asked to provide a proposed organizational chart identifying the proposed structure.

Motion carried by the following vote:Yes:Brown, Bryant, Gafa, Koester, McConaghy, VaughnNo:NoneAbsent:Granger

Nobody wished to be heard under New Business.

The following individual was heard under Public Comment:

• Melinda Billingsley

Motion by Koester, seconded by Vaughn, that the meeting of the Committee-of-the-Whole be adjourned at 9:14 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway City Clerk

Arthur W. Bryant Mayor

Section 8. Item B.

Pour Intertal



## **CITY OF GROSSE POINTE WOODS**

MEMORANDUM

Date: October 12, 2021

To: Mayor and City Council

From: Bruce J. Smith, City Administrator

Subject: Assistant City Manager Position/Promotion

With my impending retirement, I believe it is in the best interest of the city to begin implementing a succession plan. During my time as serving as the City Administrator I have come to realize there are more responsibilities than one person can handle in this position. I believe the person in this position would be much more effective in providing quality services by having an Assistant City Administrator. In addition to them assuming more responsibilities, they will also insure the continuity of services in the case of illness or other vacancies that occur. Currently, most other communities have Assistant City Managers.

Sue Como has proven to me in the past 5+ years that she is well qualified to serve in this capacity as she has demonstrated her willingness to take on new and challenging responsibilities. She has worked closely with me and I have come to rely on her with decision making as well as strategic planning. Additionally, her 21+ years of employment with the city provides her with complete knowledge of how the city operates, the work flow, handling of resident and employee issues, has built great working relationships with other community leaders, and represents the city In the highest regard. She will be instrumental in the success of the person chosen to take my place as she helped me to learn the proper way to do things in the city. I know she will do the same for my successor.

I would like to highlight some of Sue's qualifications and expertise in her role in the city, which are as follows:

- Covid-19 Plan development and implementation.
- Title VI Non-Discrimination Plan development and implementation.
- Work in conjunction with the City Administrator on identifying and submitting proposals for the American Rescue Plan Act Funding and Relief Program.
- Assist in the preparation of the annual budget requests for Administration (\$283,924) and City Council (\$66,360).
- Community Development Block Grant Program Coordinator: process the application, agreement, budget, reimbursement requests and facilitate subordination agreements.

- Board Member for Pointe Area Assisted Transportation Service (\$275,000 budget: former Chair and Treasurer as well as instrumental in the transfer of the management from Harper Woods to Services for Older Citizens).
- Board Member for Healthy Grosse Pointe/Harper Woods Committee.
- SMART Coordinator: process application, contract, budget and reimbursement requests.
- Coordinate the Music on the Lawn and Fall Fest events: prepare agendas, minutes, attend meetings, prepare and maintain the budget (\$94,396).
- Coordinate and facilitate the annual Commission Appreciation Reception event (\$10,000 budget).
- Recording secretary for Administrative Hearings and miscellaneous meetings as needed.
- Post and publish personnel ads, assist with recruitment process, schedule interviews, sit on interview panels, prepare Conditional Offer of Employment letters and other personnel tasks.
- Process contract and agreements awarded by the City Council.
- Implement and administer the former Community Development Block Grant Minor Home Repair Program.
- Research, develop, implement and administer the former Farmers' Market.

In addition, here are her primary education credentials:

- Central Michigan University: Pursuing a degree in Community Development, concentration in Public Administration.
- International Institute Municipal Clerks: Certified Municipal Clerk (January 2020)
- Macomb Community College: Associate Degree
- Leadership Macomb: Leadership Macomb is a non-profit organization whose nine-month program brings together leaders from numerous institutions, disciplines and geographic areas to strengthen their leadership skills, develop long-term business relationships, and obtain in depth information about Macomb County.

It is my recommendation to City Council to appoint Susan Como to the position of Assistant City Administrator and Increase her salary to \$85,000.



## **CITY OF GROSSE POINTE WOODS**

MEMORANDUM

Date: October 12, 2021

To: To Whom It May Concern

## From: Bruce J. Smith, City Administrator

## Subject: Administration Succession Plan/City Administrator Recommendation

With retirement closing in, I want to make a recommendation to the City Council regarding my replacement for the position of City Administrator. Over the past 5+ years I have worked closely with Frank Schulte. During this time, he has demonstrated superior administrative and interpersonal skills working in his current position. In nearly all of the major projects completed during this time, he has developed plans, budgets, bids, proposals, and carried them out to completion. They have been finished on time and most within the proposed budget. The operations of the city along with the overall appearance have been brought up to a Grosse Pointe Woods standard.

Also, Frank has worked to empower his leaders in Public Works to take charge and lead their employees to accomplish the numerous tasks that must be completed and on daily, weekly, monthly and seasonal basis. The morale of his work team has improved to a high degree as he supports their efforts to maintain the city's infrastructure. Frank has served as the Acting City Administrator in my absence and I have always returned to find the city in top order. In addition, he has demonstrated his managerial skills in every project he has tackled. He has been working alongside me during the past few years of sitting on the Grosse Pointe Trash Consortium and the Milk River Drainage District Board.

Frank has demonstrated a willingness to tackle the toughest of problems, often finding creative ways to solve problems that achieve good results. He has had long-standing relationships with the leaders of the various Grosse Pointe communities and other civic groups. He always displays an even demeanor and calmness in the face of troubling problems.

It is my personal recommendation to City Council to give strong consideration for Frank Schulte to serve as City Administrator upon my retirement.

#### MEMO 21-55

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services

DATE: October 7, 2021

SUBJECT: Department of Public Services Accomplishments

Over the last six years as the Director of Public Services, I have united employees and built an enjoyable work environment. Crew chiefs have been given more leadership responsibilities on day-to-day operations. Staff and employees have been encouraged to share communication by providing valuable input and feedback on situations, budget process, city improvements, and equipment purchasing.

Over the last six years, I have managed multiple projects. Some of the most impactful projects so far were the re-design of the interior offices at the Robert E. Novitke Municipal Center; LED DTE light conversion of all street light poles and the Mack Avenue and parking lot ornamental poles; new generator for the Robert E. Novitke Municipal Center, replacement of Lake Front Park Vehicle Bridge; and raising marina docks and building a sand berm to hold back Lake St. Clair historic high water levels.

Additionally, I have also acted as the City Forester and have assessed numerous trees as well as overseeing the city's Fall Tree Planting Program on a yearly basis. In 2017 and 2018, the Department of Public Works applied and were awarded the DTE tree planting grants that resulted in an additional \$4,500 to plant trees on the city's right-of-way.

In 2019, I started assisting Bruce Smith, City Administrator by attending the meetings for Milk River Intercountry Drainage Board with Macomb and Wayne Counties and the Grosse Pointe --Clinton Refuse Disposal Authority.

In 2020, I accepted the position of Acting City Administrator to manage the city in the absence of the City Administrator. In this past year, I have been successful and diligently working beside my coworkers to be sure the city day-to-day operations continue to run smoothly.

Also in 2020, I managed the Department of Public Works and the Parks and Recreations work environment challenges with the constant changes and updates following the Centers for Disease Control bad Prevention COVID restrictions and guidelines. Ensuring to keep our staff and residents as safe as possible, during these periods of lock down and social distancing restrictions. It was my number one priority to keep our city running smoothy with our continued essential services and keeping our employees and residents safe.

Most recently, on Friday, June 25, 2021 Grosse Pointe Woods received a historical rainfall level of six inches of rain, which is greater than a 1,000-year flood event. At my direction, Department of Public Works crews were working around the clock operating the Torrey Road Pump Station during the storm, cleaning catch basins to clear flooded streets throughout the city, and investigating numerous flooded basement calls and concerns. After the water subsided, it was the Department of Public Works' priority to pick up flooded basement debris and clean up our city as possible.

Listed below are the projects that have been accomplished, since t have been serving as Director of Public Services.

#### 2016:

- Phase 2 of the 4-year Road Bond Program, which included the replacement of Severn from Mack to Bramcaster, Country Club from Mack to west city limits, Hollywood from Goethe to Marter, Brys from Mack to Marter, and resurfacing of Crescent Lane.
- Miscellaneous Concrete Pavement Repairs throughout the entire city.
- Joint sealing in District 8 (South side of Vernier to Fairford from Fairway to east city limits).

#### 2017:

- Phase 3 of the Road Bond Program, which included the replacement of Anita from Mack to Charlevoix including a new water main, Oxford from Mack to Jackson, Stanhope from Mack to Chester, North Oxford from Fairway to Morningside, Maple Lane from Wedgewood to Wedgewood, and Wedgewood from Vernier to the end. It also included resurfacing of Huntington from Mack to Holiday and South Renaud from North Renaud to North Renaud.
- Miscellaneous Concrete Pavement Repairs throughout the entire city.
- Joint Sealing in District 7 (Mack to east city limits from south city limits to Huntington and Fairford).
- The 2017 SAW Grant, Sewer Cleaning, and Televising Investigation.
- Rebuild and repair of the salt barn walls.

#### 2018:

- Water Main Capital Improvement Program. Replacement of water main on Fairholme Road (Mack to Fairford), including the cul-de-sacs to the south (Marford Ct., Baltree Ct., Ghesquiere Ct., and Berns Ct.).
- Miscellaneous Concrete Pavement Repairs throughout the entire city.
- Joint sealing in District 6 (Mack to Fairway from Vernier to Torrey) and throughout city as needed.
- Resurfacing of City Hall, Department of Public Works, Ghesquiere Park Bramcaster, Ghesquiere Park Jackson, Broadstone, north Ridgemont, and south Ridgemont parking lots.
- Replacement of City Hall roof and HVAC system, DPW Administration Building roof, the Lake Front Park Activities Building roof and HVAC system, and the Public Safety Garage roof.
- Resurface of tennis courts 9 and 10, and resurfaced tennis courts 3 and 6 and converted to also use as pickleball courts.
- Addition of porta-potties and cement pads at Lake Front Park.
- Restoration of 428 feet of the boardwalk at Lake Front Park.
- Removal of the existing Shore Power Marina Pedestals, furnish and install the new
  pedestals, with new electrical service panels, pedestal mounting plates and replaced and
  installed new water main service at the marina.
- Submitted the required information to the Michigan Underground Storage Tank Authority (MUSTA) and accepted by the MUSTA program with a \$2,000.00 deductible fee to cover the investigation of the fuel release from the old gasoline and diesel underground storage tank. To date, the city has been reimbursed a total of \$44,034.27 under the Michigan Underground Storage Tank Authority (MUSTA) fund.
- Removal of underground fuel tanks and installation of above ground fuel tanks.

2019:

- Replacement of water main on Virginia Lane.
- Sewer Structure Repairs throughout the city.

- · Miscellaneous Concrete Pavement Repairs throughout the entire city.
- Resurfacing of Vernier Road from Morningside to Fairway.
- · Reconstruction of Stanhope from Chester to the west city limit.
- Resurfacing of Anita from Mack to the west city limit.
- Resurfacing of Brys from Mack to Helen.
- · Resurfacing of Lochmoor from Sunningdale Park to Fairway.
- Reconstruction of Beaufalt from Mack to west city limit.
- Resurfacing of Oxford Road from west city limit to Jackson.
- Installation of new drop ceiling in Municipal Court hallway and Public Safety area
- Installation of new handicap accessible door openers in Community Center and Municipal Court entrances.
- · Repair of Municipal Court hallway drywall from flood caused by pipe burst in bathroom.
- Relocated City Hall offices to Community Center after City Hall flooded.
- · Raising 119 boat docks in the marina, due to high water levels.
- Installation of 1,800-foot long 12-inch high sand levee to hold back take St. Clair water levels, which rose to a record level in 2019.
- Installed new countertops in Community Center men's and women's bathrooms.
- The removal, repair, and reinstall of City's largest storm pump at Torrey Road Pump Station, pump #3.
- Torrey Road Pump Station Sewage pump #5 rebuild.
- Installation of new dividers and showers in pool bathhouse and converted to LED lighting.
- Conversion of DTE streetlights and ornamental lights to LED.
- Painting of Mack Ave. DTE streetlights to black.

#### 2020:

- Replacement of water main on Bournemouth, Raymond, Linville, Kingsville, and easement water mains that run between homes on South Renaud, North Saddle Lane, and Lakeshore Lane.
- Sewer and sewer structure repairs throughout the city.
- Miscelianeous Concrete Pavement Repairs throughout the city, including various parking bays throughout the city.
- . Renovation of the Robert E. Novitke Municipal Center.
- Replacement of Lake Front Park Vehicle Bridge.
- Managed the COVID response for Department of Public Works and Park and Recreations safety guidelines.

#### 2021:

- Construction of the DPW Water and Sewer Garage
- Reconstruction of Oxford Rd between Mack and Holiday and asphalt patching of Lochmoor between Fairway and Morningside.
- Miscellaneous Concrete Pavement Repairs throughout the city, including various parking bays throughout the city.
- Sewer cleaning and closed-circuit television investigation program.
- Replacement of water main on Severn (Mack to Craig), Hollywood (Goethe to Marter), and Christine Court.
- Replacement of water valves and lead service lines throughout the city.
- Rehabilitation of sewers throughout the city.

In closing, over these last six years I believe the work culture has been transformed into a strong team environment, in which employees feel valued and empowered to do their best work.

#### **City of Grosse Pointe Woods**

## **CITY ADMINISTRATOR**

#### **EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into by and between the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the "City," and FRANK SCHULTE hereinafter called "SCHULTE" both of whom agree as follows:

#### WITNESSETH:

WHEREAS, the City will employ the services of SCHULTE as City Administrator of the City of Grosse Pointe Woods as provided by the City Charter, Code and state law; and,

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of said employment; and,

WHEREAS, SCHULTE agrees to the terms and conditions of this Employment Agreement as City Administrator.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

#### Section 1 – DUTIES:

City agrees to employ SCHULTE as City Administrator to perform the functions and duties which are expressed and implied in the Charter and/or Code of the City of Grosse Pointe Woods and all those other functions and duties which are implicit by virtue of the nature of his office. SCHULTE shall also perform such other legally permissible and proper duties and functions as the City Council, the City Code, and the City Charter shall, from time to time, assign. SCHULTE shall maintain any required licenses and/or levels of certification necessary for the performance of such duties as a condition of continued employment with the City.

#### Section 2 – SALARY:

The City agrees to pay SCHULTE at the rate of an annual base salary of One Hundred Ten Thousand and no/100 (\$110,000.00) Dollars, effective January 1, 2022 payable in installments at the same time as other employees of the City are paid. Upon finding satisfactory performance in the future, the City Council may make appropriate adjustments.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to adjust salary in response to annual budget considerations.

1

#### Section 3 – TERM:

A. This agreement shall be effective from January 1, 2022 through December 31, 2022 unless terminated earlier by either party. SCHULTE will be employed on an at-will status as City Administrator to perform the functions and duties of the position as required by the City Code and Charter. He shall also perform such duties and functions as the City Council may, from time to time, prescribe. He shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of SCHULTE with or without cause, with or without notice, at any time.

- B. SCHULTE shall be employed on an at-will basis as City Administrator to perform the functions and duties of the position as required by the Code and Charter.
- C. There shall be no expectation of renewal or extension of this agreement unless mutually agreed upon in writing by both parties.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of SCHULTE to resign at any time from his position with the City. However, SCHULTE shall be required to provide thirty (30) days written notice to the City prior to his resigning.
- E. SCHULTE agrees to remain the exclusive employee of the City and neither to accept other employment nor to become employed by any other employer thereafter as long as he remains in the employ of the City.

#### Section 4 – TERMINATION AND SEVERANCE PAY:

In the event that SCHULTE is terminated without cause, SCHULTE shall receive severance pay equaling 60 days (2 months of regular pay) of his annual salary. Directly prior to his receipt of severance pay, SCHULTE shall sign a Settlement and Release Agreement waiving any and all rights under this Agreement, and he shall agree not to file any lawsuit or engage in any litigation against the City, its agents, assigns, Council Members, (either in their representative capacity or in their individual capacities).

#### Section 5 – FRINGE BENEFITS:

The City reserves the right to reduce or modify any fringe benefit should it determine same to be necessary, desirable or appropriate. SCHULTE qualifies for the following fringe benefits:

1. Contribution to Deferred Compensation Plan: ICMA-RC457 or an equivalent plan in an amount equal to eight (8%) percent of SCHULTE's salary during the term of this Agreement.

2

SCHULTE agrees to execute any waiver and release from liability in favor of City for payments made to any deferred compensation plan as is required from all employees participating in such programs.

In addition, SCHULTE and the City agree that there shall be no pension or retirement benefits provided herein. SCHULTE acknowledges that he irrevocably opted out of membership in the Retirement System on July 11, 2016 pursuant to Section 2-294 of the City Code, that such election was approved by the Council and filed with the Retirement System, and that SCHULTE is not eligible to reenroll at a future date.

- 2. SCHULTE shall be entitled to twenty-five (25) vacation days as provided in the Employee Handbook.
- 3. <u>Delta dental or equivalent coverage and current optical coverage.</u> That coverage currently in effect for salaried employees.
- 4. <u>Medical and prescription drug coverage</u>. In lieu of the medical and prescription drug coverage provided by the City and currently in effect for salaried employees, SCHULTE will elect the opt out coverage currently \$3,000.00 per year.
- 5. <u>Holiday Leave</u>. Per Employee Handbook.
- 6. <u>Vacation Leave</u>. As negotiated above.
- 7. <u>Sick Leave.</u> Per Employee Handbook.
- 8. <u>Disability Leave</u>. Per Employee Handbook.
- 9. Funeral Leave. Per Employee Handbook.
- 10. Leaves of Absence. Per Employee Handbook.
- 11. Jury Duty Leave. Per Employee Handbook.
- 12. <u>Furlough Days.</u> SCHULTE shall be obligated to observe the current furlough (unpaid) days currently in effect for salary employees.

#### Section 6 – DUES AND SUBSCRIPTIONS:

The City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the professional dues and subscriptions of SCHULTE which are necessary for the continuation and full participation in national, regional, state, and local associations and organizations which are immediately related to continued professional participation, growth and advancement, and for the general good of the City.

#### Section 7 – PROFESSIONAL DEVELOPMENT:

- A. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for travel and subsistence expenses of SCHULTE for professional and official travel, meetings and occasions which are necessary to continue the professional development of SCHULTE and to adequately pursue necessary official and other functions for the City.
- B. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the travel and subsistence expenses of SCHULTE for short courses, institutes and seminars that may be required by law in connection with duties performed for the City.
- C. Any professional development requiring airfare or overnight accommodations requires prior Council approval.
- D. City reserves the right to receive reimbursement for any professional development related expenditures from SCHULTE in the event that SCHULTE ceases employment with the City within 12 months from the City's payment of said expenditure.

#### Section 8 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

- A. SCHULTE's scheduling of time at work at municipal facilities, meetings and events is expected to be without maximum limitation and shall meet the needs of the City, its businesses and inhabitants.
- B. The minimum workweek shall be 40 hours and there shall be no added compensation for hours worked longer than 40 hours per week.
- C. The City shall be SCHULTE's sole and exclusive employer except as provided herein and except as may be approved by the City Council.
- D. During the term of this contract, the City may establish evaluation criteria, procedures and timetables. This evaluation program is subject to approval by City Council.
- E. There shall be no City car furnished nor any car allowance.

#### Section 9 – GENERAL PROVISIONS:

A. This is the entire Agreement between the parties. This Agreement supersedes any and all other Agreements or contracts, either oral or written between the parties.

- B. Notices pursuant to this Agreement shall be in writing and shall be deemed given if delivered by personal delivery or if deposited in the custody of the United States Postal Service, postage prepaid addressed as follows:
  - (1) City Clerk
     (2) Frank Schulte
     20025 Mack Plaza
     Grosse Pointe Woods, MI 48236
     (2) Frank Schulte
     266 Ridgemont
     Grosse Pointe Farms, MI 48236
- C. The parties acknowledge that both the City and SCHULTE have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel.
- D. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

IN WITNESS WHEREOF, the parties have signed this Agreement below.

#### CITY OF GROSSE POINTE WOODS

By: FRANK SCHULTE

Dated: , 2021

By: ARTHUR W. BRYANT Its: Mayor Dated: , 2021

Approved for Signature:

John 2-

By: Lisa A. Anderson, City Attorney Dated: \_\_\_\_\_\_, 2021

Section 8, Item C.

MINUTES OF THE ELECTION COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON TUESDAY, OCTOBER 26, 2021, IN THE ABSENT VOTER OFFICE – LOWER LEVEL AT CITY HALL, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The Chair called the meeting to order at 2:02 p.m.

Roll Call:	Chair/City Clerk Hathaway
	Council Representative Gafa
	City Attorney Anderson
Absent:	None
Also Present:	Deputy City Clerk Antolin

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

Motion carried by the following vote:Yes:Anderson, Gafa, HathawayNo:NoneAbsent:None

At 2:02 p.m., the Chair announced the Public Accuracy Test for the November 2, 2021, General Election would commence utilizing the test deck for Precinct 1. Testing concluded at 2:08 p.m. After running the test deck and comparing the results tape against the chart of predetermined results, the testing was declared accurate.

Motion by Gafa, seconded by Anderson, that the results of today's Public Accuracy Test for the November 2, 2021, Election be accepted.

Motion carried by the following vote:Yes:Anderson, Gafa, HathawayNo:NoneAbsent:None

Nobody wished to be heard under New Business.

Nobody wished to be heard under Public Comment.

Motion by Gafa, seconded by Anderson, that today's meeting minutes be approved.

Motion carried by the following vote:Yes:Anderson, Gafa, HathawayNo:NoneAbsent:None

Motion by Anderson, seconded by Gafa, that the meeting be adjourned at 2:16 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway Chair/City Clerk

#### Beautification Advisory Commission Park Room – Grosse Pointe Woods Community Center 20025 Mack Plaza Dr., Grosse Pointe Woods Meeting – September 8, 2021– 7:00 p.m.

**Present:** Arslanian, Casinelli, Hage, R. Koester, McCarthy, Miller, Mitchell, Snyder, Stephens **Excused:** Dengel, Hess, Spreder, Stewart, Wettstein **Also Present:** M. Koester

Call to Order: The meeting was called to order by Chair, McCarthy at 7:05 p.m.

Minutes: The August 11, 2021 minutes were distributed and reviewed.
Motion by Casinelli, seconded by Stephens, to approve the August 11, 2021 minutes as presented.
Motion carried by the following vote:
Yes: Arslanian, Casinelli, Hage, R. Koester, McCarthy, Miller, Mitchell, Snyder, Stephens
No: none
Excused: Dengel, Hess, Spreder, Stewart, Wettstein

Treasurer's Report: no report

**Chairperson's Report:** McCarthy informed committee of SEMBC meeting on September 16, 2021; reviewed with committee dates for 2022 calendar; and Open Meetings Act provisions.

**Awards Program:** Stephens updated committee on 2021 awards program. Discussed business selections and possible renovation award with committee. Awards Night November 10, 2021.

Flower Sale: Arslanian and R. Koester to meet with vendor to discussed 2022 flower sale.

**Council Report:** M. Koester presented council report. Deposit approved for Awards Night 2021.

Old Business: no report

**Open Commission Roles:** The Beautification Advisory Commission has one opening. McCarthy discussed biographical sketch received.

#### New Business/Public Comment: none

Motion by Casinelli, seconded by Hage to adjourn the Beautification Advisory Commission meeting at 7:59 pm.
Motion carried by the following vote:
Yes: Arslanian, Casinelli, Hage, R. Koester, McCarthy, Miller, Mitchell, Snyder, Stephens
No: none
Excused: Dengel, Hess, Spreder, Stewart, Wettstein

Respectfully submitted, Rachelle Koester

#### Beautification Commission Excerpt 10-13-21

**Open Commission Roles:** The Beautification Advisory Commission has one opening. McCarthy shared biographical sketch received from Carol Romano.

Motion by Stewart, seconded by Hage, to recommend the Mayoral appointment of Carol Romano to the Beautification Advisory Commission.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Dengel, Hage, Hess, R. Koester, McCarthy, Miller, Spreder, Stephens, Stewart No: none

Excused: Mitchell, Snyder, Wettstein

Motion by Casinelli, seconded by Hess to recommend to the Mayor the immediate certification of the previous motion of the Mayoral appointment of Carol Romano to the Beautification Advisory Commission. Motion carried by the following vote:

Yes: Arslanian, Casinelli, Dengel, Hage, Hess, R. Koester, McCarthy, Miller, Spreder, Stephens, Stewart No: none

Excused: Mitchell, Snyder, Wettstein

CC. Section 8, Item D.



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

POINTE WOODS

## **BIOGRAPHICAL SKETCH**

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

Beautification Commission	Building Authority
Board of Review	Community Tree Commission
Citizens' Recreation Commission	Downspout Board of Appeals
Construction Board of Appeals	Historical Commission
Community Events Committee	Mack Avenue Business Study Committee
Local Officers' Compensation Commission	Planning Commission
Pension Board	Other:
Senior Citizens' Commission	

RAD tromano NAME: ADDRESS: Ce **TELEPHONE:** Home: Office: E-Mail: OCCUPATION: 1 # OF YEARS RESIDENT OF GROSSE POINTE WOODS (Minimum 2 yrs. required): N PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION: EDUCATION: Dak n PROFESSIONAL / SERVICE CLUB AFFILIATIONS: **DESCRIBE WHY YOU WOULD BE** Acen. ano no 1207 a Signature of sponsor Signature of applicant Date: **Return to Clerk's Office** 

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

## Citizen's Recreation Commission Meeting Minutes

Meeting of the Citizen's Recreation Commission was held on October 12, 2021 at Grosse Pointe Woods, Michigan.

## CALLED TO ORDER: 7:05

## PRESENT:

**ABSENT:** 

Lindsay Fratarolli Barb Janutol Mark Miller Amanda Starkey Amanda York Gib Heim Tony Rennpage Sarah Seger

**ALSO, PRESENT:** Angela Coletti Brown, Nicole Gerhart, Catherine Dumke Derbyshire, and Melinda Billingsly

## **APPROVAL OF THE AGENDA:**

**Motion** was made for acceptance of the agenda for October 12, 2021 by Mark Miller and seconded by Lindsay Fratarolli.

### **Approval of motion:**

Yes:	Fratarolli, Janutol, Miller, Starkey and York
No:	None
Absent:	Heim, Rennpage and Seger

### **APPROVAL OF THE MINUTES:**

**Motion** to accept the corrected minutes (removed "Virtual" from the heading) from September 14, 2021 was made by Lindsay Fratarolli and seconded by Amanda York.

### **Approval of motion:**

Yes:	Fratarolli, Janutol, Miller, Starkey and York
No:	None
Absent:	Heim, Rennpage and Seger

## **COUNCIL MEETING REPORT:**

- The sketches for improvements to Chene Trombley Park will be presented to Council sometime in the next month. Angela Brown will let us know when it is listed on the Council meeting agenda.
- Council has agreed to be added as a sponsor for the Grosse Pointe Thanksgiving Parade.

#### **SUPERVISOR'S REPORT:**

- The Fall Fest held on Saturday, September 18<sup>th</sup> was a great success! Ms. Byron reported that there were around 800 attendees.
- The October 15<sup>th</sup> Hob Nob and Goblin is sold out. (800 tickets were sold).
- The Polar Express tickets will go on sale November 6<sup>th</sup>. Folks wishing to attend may only purchase tickets through "signupgenius.com". More specific information is on the city website and will be included in the next event eblast.
- Ms. Gerhart presented the following information regarding the improvements to the Lake Front Park marina, boat launch and kayak launch and storage. This information is not new and was included in the boat/kayak rack rental information, but explains the increase in rental fees for next year.

In the last five years, the City of Grosse Pointe Woods has invested **\$637,000.00** into the marina. Below are the most recent improvements that has been made to the Lake Front Park marina, boat launch, and kayak racks.

In 2017, the Department of Public Works added new kayak rack with 36 additional spaces for residents at a cost of \$10,000.00.

In 2017, the City of Grosse Pointe Woods purchased new floating docks for the jet skis and the boat ramp at a cost of \$23,000.00.

In 2018, the City of Grosse Pointe Woods installed new shore power boxes in the marina at a cost of \$360,000.00.

In 2018, the City of Grosse Pointe Woods installed a new water main in the marina at a cost of \$126,000.00.

In the Spring of 2018, the Department of Public Works raised all the docks 12 inches due to the lake level rising at a cost of \$16,000.00.

In the Spring of 2019, the Department of Public Works raised all the docks another 12 inches due to the record breaking lake levels, installed a berm to hold back Lake St. Clair water levels, and built steps to safely cross the berm onto the docks at a cost of \$50,000.00.

In the Spring of 2021, the City Council approved an additional 36 kayak storage rack to be installed and purchase of a new kayak launch pad at a cost of \$52,000.00.

After a survey of the other Grosse Pointe marina fees, it was determined that Grosse Pointe Woods was charging significantly less for boat wells and kayak storage. Based on the \$637,000.00 in improvements to the marina, it was recommended and approved by City Council to increases fees for all Marina users by 5% in 2020, and by 3% for each of the following four years from 2021-2025.

#### **OLD BUSINESS:**

- Winter Fest 2022: January 29th, 2022
  - $\circ~$  Kick off for our Snow Creation Contest will be included in the day's events.
  - Event activities were discussed. The decision was made to <u>not include</u> the magician again.
  - Chamberlin Pony Rides has been contacted but hasn't approved our date as yet. They are scheduling next year's events in January 2022. We are including them in our planning. Their cost for our 2020 Winter Fest was \$1050.00.
  - Wahl Tent Rental quoted \$2715.00 for a 30X60 ft. tent with windowed sides, heaters with propane, and set up. This should accommodate the superheroes, photo booth and DJ activities, since we will not be using the Community Center rooms this year.
  - We are anticipating using the other tents as shelter for eating. Rental of heaters was \$670.00 in 2020.
  - Super Heroes quoted around S1000.00 for 3 heroes/ 2 hours.
  - We are <u>expecting at least a 25% increase in cost</u> for the DJ and the photo booth. They have not yet been confirmed, but the cost in 2020 for their services was \$760.00.
  - We are also anticipating and increase in the cost of food supplies. The 2020 cost for cookies, hot chocolate and cups was \$500.00
  - We need to include a budget amount for decorations/signage/flyers...\$500.00.

**Motion #1:** A motion was made by Mark Miller and seconded by Lindsay Fratarolli to request council approval for Winterfest funds, not to exceed the amount of <u>\$8500.00</u> total requested expenses from account number 101-105-880.200. The budget is an increase from 2020 due to COVID restrictions and protocol.

#### **Approval of motion:**

Yes:	Fratarolli, Janutol, Miller, Starkey and York
No:	None

Absent: Heim, Rennpage and Seger

**Motion #2:** A motion was made by Mark Miller and seconded by Lindsay Fratarolli to request council approve a budget amendment of <u>\$4200.00</u> from the prior year fund balance account #101-000-699.000, to account #101-105-880.200 to cover the remainder of the budget request in Motion #1.

### Approval of motion:

Yes:Fratarolli, Janutol, Miller, Starkey and YorkNo:NoneAbsent:Heim, Rennpage and Seger

#### **NEW BUSINESS:**

• Tony Rennpage has agreed to take over the Citizen's Recreation Commission treasurer's position.

#### **PUBLIC COMMENT:**

No public comment.

**Motion**: A motion for immediate certification of these October 12, 2021 minutes was made by Mark Miller and seconded by Lindsay Fratarolli.

#### Approval of motion:

Yes:	Fratarolli, Janutol, Rennpage, Starkey and York
No:	None
Absent:	Heim, Miller and Seger

#### **ADJOURNMENT:**

**Motion** was made to adjourn the meeting by Mark Miller and seconded by Lindsay Fratarolli

#### **Approval of motion:**

Yes:	Fratarolli, Janutol, Rennpage, Starkey and York
------	---

No: None

Absent: Heim, Miller and Seger

#### Meeting Adjourned at 8:12 pm.

Respectfully submitted by: Barbara Janutol, Secretary of the Grosse Pointe Woods Citizen's Recreation Commission.

Commission d Section 8, Item E. 10/12-/2-1

## **Citizen's Recreation Commission Meeting Minutes**

Virtual meeting of the Citizen's Recreation Commission was held on September 14, 2021 at Grosse Pointe Woods, Michigan.

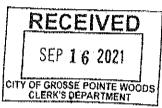
## CALLED TO ORDER: 7:01

PRESENT:

ABSENT:

Lindsay Fratarolli
Barb Janutol
Tony Rennpage
Amanda Starkey
Amanda York

Gib Heim Mark Miller Sarah Seger



ALSO, PRESENT: Angela Coletti Brown, Nicole Gerhart, Catherine Dumke Derbyshire, Melinda Billingsly, and Abby Klotz

#### **APPROVAL OF THE AGENDA:**

**Motion** was made for acceptance of the corrected agenda for September 14, 2021 by Lindsay Fratarolli and seconded by Tony Rennpage.

### Approval of motion:

Yes:	Fratarolli, Janutol, Rennpage, Starkey and York
No:	None
Absent:	Heim, Miller and Seger

### **APPROVAL OF THE MINUTES:**

**Motion** to accept the minutes from July 13, 2021 was made by Lindsay Fratarolli and seconded by Amanda Starkey.

#### Approval of motion:

Yes:	Fratarolli, Janutol, Rennpage, Starkey and York
No:	None
Absent:	Heim, Miller and Seger

### COUNCIL MEETING REPORT:

- The Fall Fest is this weekend, Saturday, September 18<sup>th</sup>.
- Council approved payment of the pool cleaning service. Also, improvements for the Lakefront pool entrance fencing were approved.

#### SUPERVISOR'S REPORT:

- Tickets for the October 15<sup>th</sup> Hob Nob and Goblin are selling fast. There are about 200 tickets left.
- Improvement for fencing at the pool was explained. Specifically, the gate opening from the bathhouse to the pool is being re-engineered to fix the constant breakdown of the gate itself.

#### **OLD BUSINESS:**

- Amanda York welcomed Amanda Starkey to her first meeting.
- We still have a seat open. Abby Klotz, who some of us already met at the Fishing Derby, was again introduced and presented to the members. All were impressed.

**Motion:** A motion was made by Lindsay Fratarolli and seconded by Tony Rennpage to recommend Council approve **Abby Klotz** to fill the vacant seat on the Citizen's . Recreation Commission.

#### **Approval of motion:**

Yes:	Fratarolli, Janutol, Rennpage, Starkey and York
No:	None
Absent:	Heim, Miller and Seger



- Fishing Derby Wrap Up:
  - o There were 94 contestants.
  - All agreed that the 2 sessions for competition worked great for spacing out the fishing area and keeping the kiddos focused.
  - Goody bags were a hit, and should be reordered for next year.
  - Passing out the awards at the Music on the Lawn made it special for the winners and should also be repeated for future Derby's.
  - We should purchase extra tackle for those who forgot theirs and for those who need to replace lost hooks due to fishing mishaps.
  - Members thought maybe a short tutorial should be made available for "newbies to fishing".
  - Thoughts were expressed on appointing a chairperson, who could keep track of spending and reimbursement, so that we can better appropriate funds for our events.

#### **NEW BUSINESS:**

- Winter Fest 2022:
  - o January 29th, 2022
  - Event activities were discussed. The decision was made to <u>not include</u> the magician again.
  - Chamberlin Pony Rides has been contacted but hasn't approved our date as yet.
  - Possibility of having Super Heroes instead of the Princesses was discussed and approved.
  - Because of Covid issues, outside activities and picture availability with the characters should be encouraged, rather than an inside program.
  - Barb will contact Wahl Tent rental to get a price on a much larger tent to accommodate the Photo Booth and DJ along with the Super Heroes characters.
  - o Amanda Starkey will talk to her contacts about food truck availability.
  - A suggestion was made to include the marching band from GPNorth, but there might be a timing problem in the day's events... i.e. noise issues with the animals and DJ timing.
  - Nikki will contact Grosse Pointe Farms for the availability of their fire pits for our use.
  - Kick off for our Snow Creation Contest could be included in the day's events.
- Chene Trombley Park updates should be included on our future agendas. Members feel we have a vested interest in the architectural amenities that will be included in the presentation to Council. Our Council rep, (Angela Coletti Brown) will keep us up to date.
- Possible expenses for the 2022 Winter Fest <u>to date</u>, should be reported at our next meeting, to keep better track of the budget. We need to request that Council appropriate the money needed to pay for this event.

#### **PUBLIC COMMENT:**

Ms. Billingsly suggested that we include Super Heroes of color for the Winter Fest, to make this activity inclusive.

### ADJOURNMENT:

**Motion** was made to adjourn the meeting by Lindsay Fratarolli and seconded by Tony Rennpage.

## Approval of motion:

Yes:	Fratarolli, Janutol, Rennpage, Starkey and York
No:	None
Absent:	Heim, Miller and Seger

## Meeting Adjourned at 8:27 pm.

Respectfully submitted by: Barbara Janutol, Secretary of the Grosse Pointe Woods Citizen's Recreation Commission.

50

CC: W Section 8, Item E. Comm. Charr



Ø

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

	RECEIVED	]
	JUN 2 3 2021	ļ
CITY	Y OF GROSSE POINTE WOODS CLERK'S DEPARTMENT	

## **BIOGRAPHICAL SKETCH**

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

Beautification Commission	Building Authority
Board of Review	Community Tree Commission
Citizens' Recreation Commission	Downspout Board of Appeals
Construction Board of Appeals	Historical Commission
Community Events Committee	Mack Avenue Business Study Committee
Local Officers' Compensation Commission	Planning Commission
Pension Board	Other:
Senior Citizens' Commission	
NAME: [1b.gail (appy) Klotz	
ADDRESS: 1966 R. dge Mont Rd	
TELEPHONE: Home: 249-881-6751	
E-Mail: <u>Abby Kloz@gma.</u>	L.Com
OCCUPATION: Stay at Nome Mother	
# OF YEARS RESIDENT OF GROSSE POINTE WOOD	S (Minimum 2 yrs. required): <u>14</u>
PERSONAL SKILLS OR AREAS OF EXPERTISE REL	
Planning fun fam. 14 RURATS	• • • • • • • • • • • • • • • • • • •
EDUCATION: H: INSchool, (AHS Barkest	w) OCC, Paragon School of Petarooming
PROFESSIONAL / SERVICE CLUBAFFILIATIONS: (	Trosse Pointe Moms Circle (Moms Club)
DESCRIBE WHY YOU WOULD BE AN ASSET TO THE Thave new fresh ldeas,	ECOMMISSION/BOARD:
Signature of sponsor Sugar Juger	Aix Aux Signature of applicant Date: <u>6/73/707</u>

Return to Clerk's Office

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

Section 9, Item A.

## RULES OF ORDER AND PROCEDURE FOR THE COMMON COUNCIL GROSSE POINTE WOODS, MICHIGAN

Adopted by Council 11/11/19 Proposed for 11/08/21

- 1. The Mayor, or in his/her absence or direction, the Mayor Pro Tem shall at the fixed time take the Chair for the convening of the City Council to order. Upon the appearance of a quorum, the Council shall be in session. In the event that both the Mayor and the Mayor Pro Tem are absent from a meeting, the Council person Member having served the longest uninterrupted term of office as a Council Member shall take the Chair for the purpose of convening the Council to order.
- 2. The business of all regular meetings shall be transacted, so far as possible, in the following order:

Call to Order Roll Call Pledge of Allegiance Recognition of Commission Members

Consent Agenda

Presentation Appointment Approval of Minutes Bids/Proposals/Contracts Proclamations Resolutions Ordinances Claims and Accounts

Acceptance of the Agenda Presentation Appointment Approval of Minutes Zoning Board of Appeals Public Hearings Communications Bids/Proposals/Contracts Proclamations Resolutions

Ordinances Claims and Accounts New Business/Public Comment Closed Executive Session Adjourn

- 3. The policy for items permitted to be included in the Consent Agenda are listed above. All items listed under 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.
- 34. The Presiding Officer shall preserve order and decorum and shall speak to points of order giveing preference to other members. The Presiding Officer shall decide questions of order subject to appeal to the City Council, which appeal must be duly moved and seconded, and sustained by a majority vote of the Council present.
- 4<u>5</u>. Before any member of the Council, officers, or persons in the audience may address the Council, permission to do so must be obtained from the Presiding Officer; and provided that any person having the floor shall not be interrupted unless ruled out of order by the Presiding Officer.
- <u>56</u>. All petitions and communications shall be properly signed and filed with the Clerk.
- 67. All reports to the Council shall be in writing, except such as may be made orally at the request of the Council.
- 78. Upon request of a majority of the members of the Council present, any question properly before the Council shall be put to vote; such request for a vote shall be acted upon immediately without further discussion of the subject, and shall thereupon bring the question to a direct vote upon a motion to table, a motion to refer, a motion to amend, or upon the main question in the order named.
- 8.8. The Clerk shall prepare an Agenda of all matters which will be considered at each meeting, which Agenda shall be distributed among the Mayor and Council members at least forty-eight (48) hours prior to the time of holding the meeting. Any matter not on the Agenda shall not be addressed without the unanimous consent of the members of the Council present at such meeting. (As amended by Council 11/09/09)
- <u>9.9.</u> At the request of a Council member, any question shall be divided if such question, in the opinion of the Presiding Officer, is subject to division and shall be submitted as divided.

- <u>10.10</u>. No motion or proposition different from that under consideration shall be admitted under cover of amendment; provided, that a substitute motion may be submitted to cover the same subject matter and, if carried, shall result in determining the original motion <u>fails out of order</u>.
- <u>11.11.</u> No motion shall be debated or put to a vote unless the same shall have been seconded.
- <u>12.12.</u> A motion to reconsider any vote upon any question shall be in order at the following meeting of the Council; provided, that a member of the prevailing side intending to move to reconsider shall file a notice in writing of his/her intention to do so with the City Clerk within twenty-four (24) hours after the action to be reconsidered was taken. The same number of votes shall be required to reconsider any action of the Council as is required to adopt the same.
- <u>13.13.</u> No Council member shall vote on any question in which he/she has a financial interest, other than the common public interest, or on any question concerning his/her own conduct, but on all other questions each member who is present shall vote when his/her name is called unless excused by unanimous consent of the remaining members present. Any member refusing to vote except when not so required by this paragraph shall be guilty of misconduct in office.
- <u>14.14.</u> When any question is under debate no motion shall be received except the following, and in the order named:

Motion to adjourn Motion to table Motion for the question Motion to refer Motion to amend<u>or substitute</u> Substitute motion

- <u>15.15.</u> A motion to adjourn shall always be in order except when a vote is being taken or when a member of the Council has the floor. A motion to adjourn or to table shall be decided without debate.
- <u>16.16.</u> Special Meetings shall be called by the City Clerk upon the written request of the Mayor, City Administrator, or any two members of the Council on at least twenty-four (24) hours written notice to each member of the Council, served personally or left at his/her usual place of residence; provided, that a Special Meeting may be held on shorter notice if all members are present or have waived notice in writing. No business shall be transacted at any Special Meeting of the Council unless the same is stated in the notice of such meeting. Any other matter may be transacted

at a Special Meeting if all members of the Council present consent thereto and all members absent file their written consent thereto.

- <u>17.17.</u> These Rules of Order may be amended or altered by a majority vote of the Council. (As amended by Council 11/14/11)
- <u>18.18.</u> The Council, by a majority affirmative vote of the Council, may suspend the operation of any one of the aforementioned rules for a single session.
- <u>19.</u>19. Whenever reference is made in these Rules to the Council, such reference shall apply to the entire Council, including the Mayor. In all other instances reference to Council or City Council shall apply to a quorum thereof. (As amended by Council 11/14/11)
- 2020. Making of remarks by Council members shall be preceded by asking permission of the Mayor or Mayor Pro Tem in the absence of the Mayor. (As amended by Council 11/09/09)
- 2121. Open discussion of any question is not to be engaged in unless such open discussion is so declared by the Mayor.
- 22. Levity or humor is not to be injected into any public Council session.
- 2322. Council members are to speak in normal tones of voice at all times and strict dignity is to be maintained.
- 24.23. Council members at all times are to refrain from speaking about or to other Council members, Administration, or to citizens in the audience in a disparaging manner. (As amended by Council 11/09/09)
- 2524. All remarks or analysis by Council members are to be as brief as is consistent with clarity.
- 2625. All matters to come before the Council shall first be presented to the City Clerk except as provided under Rule 8. Any person having any matter requiring the attention of the Mayor and Council shall present such matter in writing to the City Clerk who in turn shall provide that materialwhich has also been provided to the City Administrator who shall investigate the same and file his/her recommendation with the Mayor and Council before action is taken thereon. (As amended by Council 11/09/09)
- 2726. No Council member shall at any time set up or invite any person or persons for a public hearing on any subject. Public hearings are to be had upon a written request directed to the City Clerk, who shall determine if the petition meets the requirements

H:\ADMINISTRATION\RULES OF ORDER AND PROCEDURE FOR THE COMMON COUNCIL Proposed for 2021.docxH:\ADMINISTRATION\RULES OF ORDER AND PROCEDURE FOR THE COMMON COUNCIL 08 20 21.docx

of the City Code on the subject and, if so, the City Clerk shall establish the date for a public hearing by the City Council and shall issue any notices of such hearing as may be required. The City Council may establish a date for a public hearing by formal resolution and invitation of the Council and then only with a majority vote. (As amended Council action 11/1/93.)

- 2827. Any item or subject matter placed upon the Agenda for any meeting of the Council shall be identified as to title, subject matter, or import by a concise descriptive statement which shall appear upon the Agenda in conjunction with the item or subject matter to which it pertains. (Added R 4/16/62 234)
- 2928. The Council may, from time to time, appoint assistants to, or deputies for, administrative officers appointed by the Council, who may be empowered to act in the place and stead of such administrative officers during their absence or inability to act in such capacities. (Added R 1/18/65 11)

<u>30.</u> <u>29.</u> The Council during the months between January and March of each year shall meet for the purpose of reviewing and re-evaluating the qualifications and capabilities of administrative officers appointed by the Council under the provisions of the City Charter. (Added R 1/18/65, amended 11/08/07)

31. <u>30.</u>The Minutes of the Council shall state only the action taken by the Council unless a request is made to the presiding officer by a Council Member. Should a particular Council Member request that some prior prepared remarks be transcribed verbatim into the minutes of a meeting, the following procedure shall be followed:

- The Chair indicates that the statement can then be read by the particular Council Member;
- The requested remarks for verbatim transcription would then be brought before the entire Council through a motion;
- Upon that motion being made and duly seconded, a vote would be taken. A majority vote of the Council would prevail.

(Rev. 2/20/67 – 51; amended 11/15/93, 11/14/05, 02/27/06)

3231. Except as above provided, Robert's Rules of Order<u>Newly Revised</u>, 10<sup>th</sup> Edition the <u>most current edition</u>, shall govern. (Added R-1/8/78; 11/10/03, 11/14/05)

RECEIVED NOV-1 2021 CITY OF GRUSSE POINTE WOODS CLERK'S DEPARTMENT

Dear Council Members, I would like to request an audience at the next council meeting as the representative for the Grosse Pointe Woods-Shores Little League to ask for permission to hang commercial banners on the baseball fences at Ghesquire Park. We had a successful program launch in 2021 and would like to continue the program to support our efforts to improve the safety and playing experience for our families. We would ask for similar parameters as approved last season that include the following:

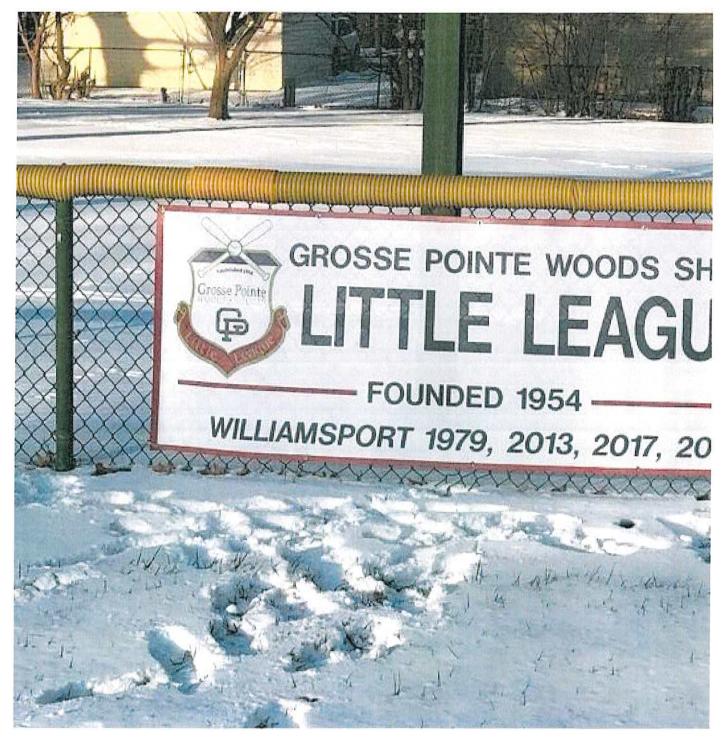
- 1.A maximum of 120 banners for reference we sold 48 banners in year 1 of our efforts.
- 2.Banners would be hung on the fields (by Little League) beginning April 1<sup>st</sup> 2022 and removed July 31<sup>st</sup> 2022.
- 3. The size of each banner is 3ft x 8ft.
- 4.All proceeds will be put toward the improvement of the fields from this program.

As a community organization and chartered under National Little League, we are required to adhere to the following guidelines when accepting funds for sponsorships.

"No advertisement (lettering on uniforms, fence signs, program ads, website etc.) for sponsors may include direct references to alcohol, tobacco products or adult content. Leagues should carefully choose sponsors, avoiding those which may, according to local community standards, be offensive. Additional standards for sponsorship may be set by the local Little League. Little League International reserves the right to prohibit any local Little League from accepting a sponsorship, advertisement or donation if it deems that the sponsor, advertiser or donor violates the provisions of the following statement: Little League does not limit participation in its activities on the basis of disability, race, creed, color, national origin, gender, sexual preference or religious preference."

We would also add gambling, political statements or political candidates to the list of avoidable topics.

An example of the banner is here:



In 2021 the league was able to perform the following with funds generated from the banner program.

- 1. Straighten and correct the fencing on field #1
- 2. Replace fencing in certain spots with higher gage material
- Provide new aluminum bleachers for field #1 (visitor & home team) with a concrete pad
- 4. Eliminate the 'grassline lip' on the fields #1,#3 & #4 to improve the safety of play
- 5. Brought in a top layer of red clay dirt for fields #1, #3 & #4
- Reset bases, pitcher's mound on fields #1, #3
   & #4
- Updated bullpen area on field #1 for home and visiting teams

I believe the process for city approval was very efficient. I would send a mock-up to Bruce Smith for approval and he would acknowledge that the business and banner were appropriate per the agreed upon guidelines. I would like to continue the same process for the 2022 season if the council is permitting.

I want to thank the Department of Public Works for their support and guidance in all of our success from 2021.

Thank you in advance for your time and consideration; I'll look forward to our discussion.

**Paul Summers** 

**GPWSLL - President** 

Section 9, Item D.

RECEIVED

CITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT

MEMO 21-51

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services F. S.

DATE: October 27, 2021

SUBJECT: Sewer System Evaluation Strategy and Budget

On Thursday, July 15, 2021, there was a Town Hall Meeting as a result of the June 25 rain event. At that meeting City Council requested the Department of Public Works and the city's engineering firm, Anderson, Eckstein and Westrick, Inc., to provide the City of Grosse Pointe Woods with a sewer evaluation strategy plan.

In order to evaluate how the Grosse Pointe Woods sewer system reacts to large rainfalls, the proposed plan is to install 14 level sensors in interceptors and local sewers in the most affected areas of the city from the June 25 rain event. The level sensors will be able to read flow and will have cellular capabilities. These devices will be linked to a supervisory control and data acquisition (SCADA) system. The SCADA system will be web based, which will provide real time monitoring of the city's sewer system during rain events and will be linked to the Torrey Road Pump Station, which will also receive an updated SCADA system.

We believe it will take years to evaluate how the sewer system reacts to large rainfalls. Attached is the Sewer System Evaluation Strategy and map showing the locations of the level sensors and diagram of the placement in interceptors and local sewers. Below is the proposed initial budget for the first year and the estimated annual costs after the first year is completed.

Purchase Level Sensor Monitoring Equipment		
Purchase Remote Supervisory Control and Data Acquisition (SCADA) System Incorporation Equipment		
Contingency for Purchase of Equipment		
Total Equipment	\$348,000.00	
Equipment Installation and Maintenance (Engineering Fees)		
Data Collection, Modeling and Presentation (Engineering Fees)		
Total Engineering	\$107,000.00	
Total for First Year	\$455,000.00	

Estimated Annual Costs (After First Year) \$115,000.00

I am recommending City Council to move forward with the Sewer Evaluation Strategy and Budget provided by Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Rd., Shelby Twp., MI 48315, in the amount of \$455,000.00 for the first year and \$115,000.00 for annual costs after the first year.

This is not a budgeted item in the 2021/2022 fiscal year budget and requires budget amendments from the Water/Sewer Fund Balance account no. 592-000-697.000 into the water/sewer contractual services account no. 592-537-818.000 in the amount of \$107,000.00 and the water/sewer equipment account no. 592-537-977.000 in the amount of \$348,000.00.

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

ere Bruce Smith, City Administrator

10/28/2021

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

aun Murchi

10-28-2024

Date

Shawn Murphy, Treasurer/Comptroller



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

(A Multiple constant) A set of the set of the Western Data in the set of the Decomposition of the set of the set of the data is not as a

# MEMORANDUM

TO: Frank Schulte, Director of Public Services

FROM: Scott Lockwood, PE, City Engineer

DATE: October 27, 2021

SUBJECT: Sewer System Evaluation Strategy and Budget

As we have been discussing since the rain event on June 25, 2021 and as requested by City Council at the Town Hall Meeting on July 15, 2021 we have put together costs and a preliminary plan in order to evaluate how your sewer system reacts to large rainfalls. Attached is a Sewer System Evaluation Summary which details the proposed steps to start to get a more thorough understanding of the system's reaction to rain events. In summary, we suggest the City budget the following amounts in order to commence with the evaluation:

1.	Purchase Monitoring Equipment:	\$148,000
2.	Remote Scada Incorporation:	\$150,000
З.	Equipment Installation and Maintenance:	\$35,000
4.	Data Collection, Modeling and Presentation:	\$72,000
5.	Contingency:	<u>\$50,000</u>
	Total	\$455,000

Please note, the evaluation will evolve as data is received. In other words, as we see how the system reacts to rain events, we will mobilize monitoring equipment in order to complete micro analysis in certain locations of the City. Also, the evaluation is dependent on consistent, heavy rainfalls, so it is very hard to determine how long it will take until we have conclusive information.

If the Council concurs with the suggested strategy we recommend \$455,000 be budgeted this year in order to commence with this work. It is anticipated subsequent years will require an estimated budget of \$115,000 to continue evaluation.

Please contact me with any questions or comments.

M:\0160\0160-0444\Gen\Letters\Memo Sewer Evaluation Strategy 1027202} SL.docx



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

[1] Environmenta estado estado estado estado estado de la tendera de la estada estado de la estada estado e Estado e Estado esta estado estad estado esta

## SEWER SYSTEM EVALUATION SUMMARY

#### INTRO:

On June 25, 2021 the City of Grosse Pointe Woods and the surrounding communities experienced a rain event of historic magnitude. Hundreds of basements flooded as a result of this event in the City of Grosse Pointe Woods. The purpose of this letter is to summarize the rain event and present recommendations to the City of Grosse Pointe Woods.

#### RAINFALL:

Three rain gauges are located within the city of Grosse Pointe Woods. The rain gauges are located at the Torrey Road Pump Station (TRPS), the Milk River Pump Station and Retention Treatment Basin (MRPS & RTB), and near Allard Road and Mack Avenue.

Within a 24-hour period, the rain gauges at MRPS & RTB, Allard and Mack, and TRPS recorded 4.08 (>25-year storm), 4.28 (>25-year storm), and 6.00 (>200-year storm) inches of rain respectively. According to NOAA Atlas 14, these 24-hour rainfall totals correspond to greater than a 25-year storm, 25-year storm, and 200-year storm respectively.

During the 3-hour period between 11:20 PM on June 25 and 2:20 AM on June 26, the rain gauges at MRPS & RTB, Allard and Mack, and TRPS received 2.33, 2.99, and 5.30 inches of rain respectively. According to NOAA Atlas 14, these 3-hour rainfall totals correspond to greater than a 10-year storm, 25-year storm, and 1,000-year storm respectively.

Based on the rainfall data in and around the City of Grosse Pointe Woods, the most intense rainfall was concentrated to the southern portion of the City of Grosse Pointe Woods.

#### FLOODING:

The locations of basement flooding were primarily concentrated in the southern portion of the City of Grosse Pointe Woods. This area corresponds with the area of highest intensity rainfall. This area also corresponds with the TRPS service area.

#### **OPERATIONS:**

The TRPS operated for the entire duration of the rain event. TRPS was operated manually by city staff in order to maximize the capacity of the pump station. All pumps ran continuously from 12:30 AM to 5:00 AM on June 26, 2021.

Sanitary flow from Harper Woods was diverted to the TRPS at 12:00 AM on June 26, 2021. At the time of diversion, the flow rate was recorded at 12.6 cfs.

During the event, the MRPS & RTB operated at firm capacity (6 storm pumps running) continuously for over 100 minutes. The RTB began discharging to Lake St. Clair at 12:40 AM on June 26, 2021 until 4:11 AM on June 26, 2021. The storage volume of the RTB is 19 million gallons. The calculated volume discharged during this event was 239.2 million gallons.

#### **RECOMMENDATIONS:**

The following is a summary of our recommendations for the City of Grosse Pointe Woods as a result of the June 25, 2021 rain event. Estimated costs for each recommendation are included separately.

#### Temporary Level Sensors

It is our recommendation that the City of Grosse Pointe Woods install a series of temporary level sensors throughout the combined sewer system. This will provide valuable data on how the sewer system responds to rain events. Installing temporary level sensors will also allow the City of Grosse Pointe Woods to more effectively identify areas of concern for planning improvements.

Figure 1 shows the proposed locations for the temporary level sensors. Four of the locations are along the larger diameter, interceptor sewers. The intent of these level sensors is to provide an estimated hydraulic grade line (HGL) along the profile of the interceptor sewers. Figure 2 shows an example profile view of an interceptor sewer illustrating how level sensors can help estimate the HGL.

Seven of the locations are on local sewers immediately upstream of their connections to the interceptor sewers. The intent of these level sensors is to compare the HGL in the local sewer to the estimated HGL in the interceptors in order to determine if upstream issues are a result of the localized area or the interceptor sewers. Figure 3 shows an example profile view at these level sensors and how they are connected to the interceptor sewers.

The frequency with which the level sensors produce useful data is dependent on the quantity and magnitude of rainfall events that occur within the service area while the level sensors are in place. It is recommended that the City of Grosse Pointe Woods incorporate level monitoring into their annual budget to account for monitoring performance of the sewer system continuously.

#### SCADA Improvements

It is recommended that the City of Grosse Pointe Woods upgrade their existing SCADA system to receive:

- Data recorded by the proposed, temporary level sensors.
- Data recorded by the rain gauge at TRPS.
- Operational data from TRPS, including but not limited to pump status, pump runtime, and wet well level.

With these SCADA upgrades, all of the city's available data relevant to the combined sewer system can be remotely monitored and accessed from a web-based system. The operations of the TRPS and the combined sewer system can be more efficiently evaluated and compared to local rainfall data during and after rain events.

#### Data Review

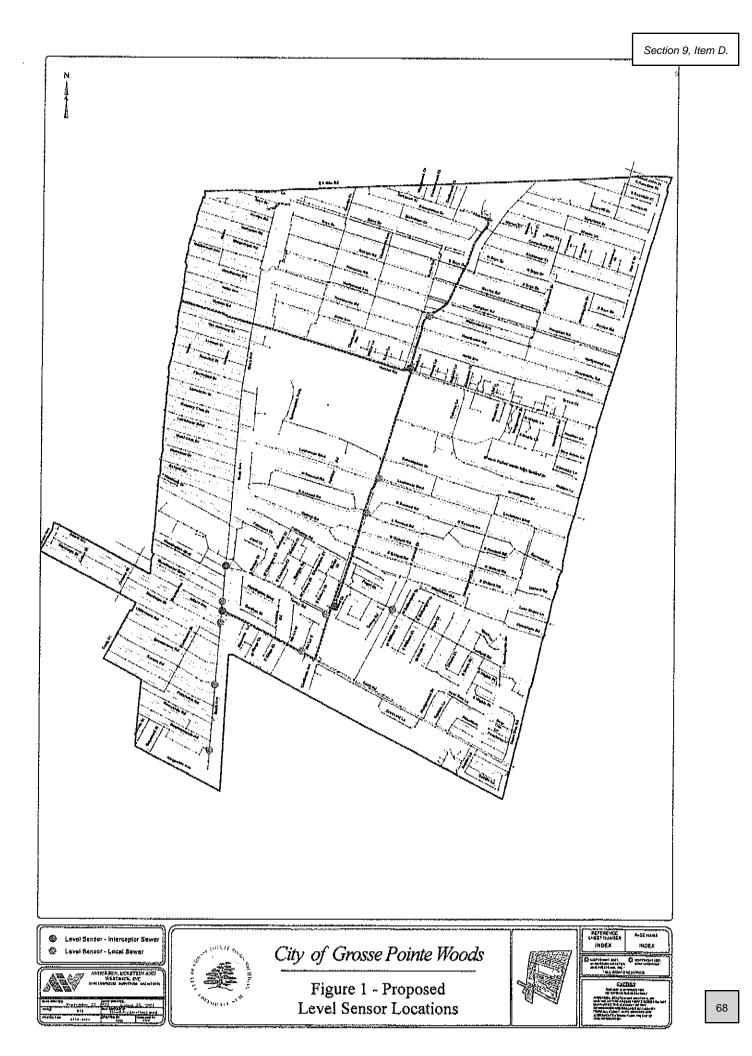
It is recommended that the City of Grosse Pointe Woods incorporate in their annual budget, the cost for routine review and presentation of data collected after significant rain events.

#### Preliminary Modeling

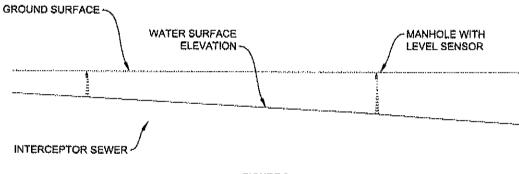
It is recommended that the City of Grosse Pointe Woods develop a preliminary model of the combined sewer system. The preliminary model should represent the physical geometry of the larger diameter sewers within the system. Development of a preliminary model will improve

understanding of the existing system. The preliminary model will also provide the ability to simulate flow conditions in order to identify possible areas of concern. With a preliminary model of the large diameter sewers, the City of Grosse Pointe Woods will be in a position, going forward, to further expand the model, to include hydrologic representation of service areas, and to engage in model calibration efforts. It is recommended that the City of Grosse Pointe Woods incorporate modeling efforts into their annual budget to account for continuous development and improvement of the model.

Martin Strick Contract Martin



Section 9, Item D.





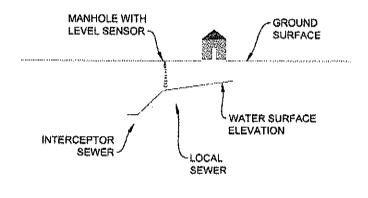


FIGURE 3

70

Section 9. Item E.

**MEMO 21-58** 

ES.

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services

DATE: October 27, 2021

SUBJECT: Engineering Related to June 25 Rain Event

On Friday, June 25, 2021 to Saturday, June 26, 2021, Grosse Pointe Woods had a historic rain event. Rain levels were recorded at approximately six inches, which is greater than a 1,000-year flood event. The city's engineering firm, Anderson, Eckstein and Westrick, Inc. (AEW) assisted with the initial investigation of the flood event per Administration's request. This included several meetings, evaluation of the occurrence, organizing and presenting at the Town Hall Meeting for our residents on July 15, 2021, mapping the reported rainfall pattern affects and flooding locations to the GIS system, detailed analysis of the Torrey Road Pump Station and the city's sewer system, and preparation of a Sewer System Evaluation Strategy and Budget.

Attached is an invoice in the amount of \$23,706.50 for costs incurred to date as a result of the June 25 Rain Event.

I am requesting City Council to approve the Initial Investigation of the June 25 Event from Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Rd., Shelby Twp., MI 48315, in the amount of \$23,706.50.

This is not a budgeted item in the 2021/2022 fiscal year budget and requires a budget amendment from the Water/Sewer Fund Balance account no. 592-000-697.000 into the water/sewer contractual services account no. 592-537-818.000 in the amount of \$23,706.50.

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

Bruce Smith, City dministrator

Fund Certification:

Account numbers and amounts have been verified as presented.

Jaun Muephy

Shawn Murphy, Treasurer/Comptroller

-28-2021

RECEIVED OCT 29 2021 CITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT

10/28/2021



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

. The second second second state of the metric of the second sec

# MEMORANDUM

TO: Frank Schulte, Director of Public Services

FROM: Scott Lockwood, PE, City Engineer

DATE: October 27, 2021

SUBJECT: Authorization for Engineering Related to June 25 Rain Event

Attached please find an invoice \$23,706.50 for costs incurred as a result of the June 25 Rain Event. Tasks in the invoice include but are not limited to:

- Evaluation of the occurrence on June 25 and presentation at the July 15 Town Hall Meeting
- Updates to the GIS system to incorporate reported flooding locations.
- Several meetings with City administration and officials and public agencies including Southeast Macomb Sanitary District (SEMSD), Great Lakes Water Authority(GLWA) and the Federal Emergency Management Administration (FEMA).
- Detailed analysis of the City's sewer system including all trunk sewers, interconnections, past sewer televising, rehabilitation and the Torrey Road Pump Station.
- Preparation of a Sewer System Evaluation Strategy and Budget

Please contact me with any questions or comments.

M:\0160\0160-0444\Gen\Letters\Authorization for engineering related to June 25 event.docx



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

INVOICE

October 27, 2021 Project No: 0133912 Invoice No:

0160-0444-0

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

Project 0160-0444-0 JUNE 25 RAIN EVENT & FLOODING CLAIMS

#### Professional Services from June 26, 2021 to October 24, 2021

Professional Personnel

	Hours	Rate	Amount	
RESEARCH/REVIEW				
PRINCIPAL ENGINEER	42.00	108.20	4,544.40	
LICENSED ENG/SUR/ARC	2.80	108.20	302.96	
ENGINEERING AIDE I	7.00	58.80	411,60	
SENIOR PROJECT ENGINEER	5.70	108.20	616.74	
SECRETARIAL				
SECRETARIAL	.50	34.70	17.35	
PRELIMINARY ENGINEERING				
TEAM LEADER	3.00	87.70	263.10	
CONTRACT ADMINISTRATION				
GRADUATE ENG/SUR/ARC	2.00	87.70	175.40	
MEETINGS				
PRINCIPAL ENGINEER	25.00	108.20	2,705.00	
TEAM LEADER	2.00	87.70	175.40	
SENIOR PROJECT ENGINEER	3.00	108.20	324.60	
GENERAL				
LICENSED ENG/SUR/ARC	91.50	108.20	9,900.30	
BASE MAPS				
GRADUATE ENG/SUR/ARC	23.50	87.70	2,060.95	
REVISIONS				
GRADUATE ENG/SUR/ARC	13.00	87.70	1,140.10	
GIS UPDATES				
GRADUATE ENG/SUR/ARC	9.00	87.70	789.30	
ENGINEERING AIDE III	3.80	73.50	279.30	
Totals	233.80		23,706.50	
Total Labor				23,706.50
		Total this Invoice		\$23,706.50

From: To:	donn Arthur W. Bryant; Thomas Vaughn; TVaughn@dykema.com; Kenneth Gafa; Michael Koester; Victoria A Granger; Angela Coletti Brown; Todd McConaghy
Cc:	george@bailey-built.com; michaeljfuller5@gmail.com; GGilezan@dykema.com; hamgroup2@gmail.com; jvitale@stuckyvitale.com; donnarokeefe@gmail.com; Gene Tutag; Gretchen Miotto; Marguerite Kelpin; cafenton51@yahoo.com; steve.gerhart88@gmail.com
Subject: Date:	Resignation Thursday, October 28, 2021 2:33:55 PM

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

It is with regret and hesitation that I am writing this letter to inform you of my decision to tender my resignation as Grosse Pointe Woods Planning Commissioner effective 12/31/2021. This decision did not come easily but has been contemplated for many months.

My decision to serve our city as a volunteer for over 15 years was predicated on my desire to give back to the community that has been my home since 1973. I raised my family here and my two sons, I am proud to say, are raising their six children here as well. I have been fortunate to have instilled in them the same desire to give back to their community as well. Jeff has served on our Tree Commission for over 10 years and Christopher has served as Grosse Pointe Public School board member and officer from 2017-2020. I love this community and have felt blessed to call it my home town.

I have always told myself that when your work ceases to be enjoyable, it may be a sign that perhaps it's time to reassess what your are doing. Unfortunately that time has come and it has become apparent that it's time for me to step down. My earlier years were very rewarding and I am proud of what this Commission has accomplished. I have never thought of my service to the Planning Commission as short term. It had always been my plan to renew my three year term indefinitely. In recent months, however, I have lost the commitment to our mission and no longer have the patience or demeanor to be effective in my position. I know this has become apparent to my colleagues on the commission and frankly it is not fair to them, the City or myself. With vacancies on the commission now being filled, I believe the commission is better prepared for future challenges and opportunities and I am even more certain that now is the right time for me to move on.

I want to thank you and the rest of the council for giving me the opportunity to serve this wonderful municipality since 2007 in the capacity of Board of Review member, election poll worker and most recently Planning Commissioner. It has been a pleasure to serve and an experience I will always cherish.

Respectfully submitted, James R. Profeta

10/30/21, 8:46 PM

Gmail - Re: Resignation from GPW Senior Commission PECEIVED



NOV - 1 2021

Arthur Bryant <arthurwbryant@gmail.com>

# CITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT Re: Resignation from GPW Senior Commission

1 message

Arthur Bryant <arthurwbryant@gmail.com> To: Sharon Beeby <sbeeby75@gmail.com>

Sat, Oct 30, 2021 at 8:46 PM

Sharon,

Thank you very much for the wonderful service you have performed for our city as a member of the Senior Commission. We will miss your work and advice. Good luck in all you do, Art Bryant Mayor - Grosse Pointe Woods

On Sat. Oct 30, 2021 at 5:03 PM Sharon Beeby <sbeeby75@gmail.com> wrote:

Sharon Beeby 7107 Talnuck Ct. Clarkston, MI, 48348 10/30/2021

Art Bryant Mayor City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods MI 48236

Dear Mayor Bryant:

It is with regret that I tender my resignation from the GPW Senior Commission as of today.

I have truly enjoyed working with this Commission and all of the wonderful residents and am so thankful for the opportunity.

I offer my best wishes for its continued success.

Sincerely, Sharon Beeby

1/1

# Senior Citizens' Commission

# **By-Laws**

Authority: Adopted Revised <mark>01-27-14</mark>

**PURPOSE**: To serve as a liaison group between the governing body of Grosse Pointe Woods and the Senior Citizens of the city

To welcome and solicit recommendations from individuals or a Senior Citizens group representative thereof to our meeting. The Chair must be notified of such at least three days before a scheduled meeting so the matter can be placed on the agenda.

**MEMBERSHIP**: By appointment of Mayor; Sec. 2-508, <u>911</u> members: <u>79</u> from general community serve 3 year terms; 2 from senior groups and community interest groups serve 1 year terms. The Commission shall be composed of <u>nineeleven</u> members, duly qualified, appointed by the Mayor of Grosse Pointe Woods and approved by the City Council.

#### STANDING RULES:

- 1. Roberts' Rules of Order shall be followed.
- 2. A quorum shall be present and shall consist of five voting members.
- 3. All members shall have a vote and can hold office
- 4. If an officer lives outside of the City of Grosse Pointe Woods, the officer must abide by all the rules and regulations of the City of Grosse Pointe Woods.
- 5. Election of Officers of the Senior Citizens' Commission shall take place.
- 6. Officers of the Senior Citizens' Commission shall be elected at the first meeting of the year and consist of:
  - a. Chair
  - b. Vice-Chair
  - c. Secretary
  - d. Treasurer
- 7. The Chair shall follow an agenda, a copy of which shall be given to each member.
- 8. Members of the Commission shall accept a committee chairmanship such as Nominating, Senior Seminar, Senior Picnic, or any other special committee.
- 9. The absence of a member from half of full commission meeting, is deemed to be a good cause for recommending replacement to the Mayor and action by the City Council, provided notice of such action shall have been given to all commission members and the member involved shall be given an opportunity to be heard. Senior Citizens' Commission meetings shall be held as follows: At the Municipal Building, Grosse Pointe Woods, MI., Bi-monthly,

(with date and time as determined by the Commission.) Suggested: January, March, May, July, September, and November.

- 10. Special meetings may be called if necessary by the Chair.
- 11. Senior Citizens' Commission shall submit a schedule of their meeting, including the date, times, and place to the City Clerk on an annual basis in December. Such a schedule shall remain unchanged during the following year, unless otherwise rescheduled by a majority vote of the commission members.
- 12. Cancelled meeting shall be reported to the City Clerk and the time, place, and date of rescheduled meetings shall also be reported to the City Clerk.
- 13. Commission Officers shall submit budget requirements, plus any known or contemplated project costs to the City Administrator prior to March 15<sup>th</sup> of each year.
- 14. Commission shall, as part of their project planning process or as a part of their normal operating procedures, attempt to reach the broadest base of citizen input and participation.
- 15. Commission shall designate one of its members to attend Council meetings as a representative of such commission if the commission has business before the City Council.

**AMENDMENTS TO THE BYLAWS**: These bylaws may be amended by a majority vote of the Commission.



ð

Main Office: 29829 Greenfield Rd., Suite 101, Southanne Flint Office: 432 N. Saginaw St., Suite 400, Flint, MI 48502 Phone: (248) 744-5000 • Fax: (248) 744-5002 • Email: todd@tjslawfirm.com October 29, 2021

#### Via certified mail, return receipt requested

City of Grosse Pointe Woods c/o City Attorney Lisa A. Anderson Rosati Shultz Joppich & Amtsbuechler PC 27555 Executive Dr., Ste. 250 Farmington Hills, MI 48331

> RE: Julie Nurse v City of Grosse Pointe Woods

> > 3rd Judicial Circuit Case No.: 21-013877-NO

Dear Sir/Madam:

Enclosed, please find a Summons and Complaint filed in the 3rd Judicial Circuit Court, naming City of Grosse Pointe Woods as a defendant. Please process in your usual manner.

Thank you for your assistance.

Very truly yours,

LAW OFFICES OF TODDJ. STEARN, P.C. Alexandra Suffle

**Records Administrator** 

/as Enclosures

Approved, SCAO	Original - Court 1st Copy- Defendant	2nd Copy - Plaintiff 3rd Copy -Return	Section 9, Item H		
STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT WAYNE COUNTY	SUMMONS	CASE NO. 21-013877-NO Hon.Charles S. Hegarty			
Court address : 2 Woodward Ave., Detroit MI 48226		Court telep	phone no.: 313-224-5487		
Plaintiff's name(s), address(es), and telephone no(s) Nurse, Julie	v (	Defendant's name(s), address(es), and City of Grosse Pointe Woods c/o City Attorney Lisa A. Andersor			
Plaintiff's attorney, bar no., address, and telephone		Rosati Shultz Joppich & Amtsbuer 27555 Executive Dr., Ste. 250	chler PC		
Todd J. Stearn 51496 29829 Greenfield Rd Ste 101 Southfield, MI 48076-2201	F	<sup>–</sup> armington Hills, MI 48331			

**Instructions:** Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.

#### **Domestic Relations Case**

- There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- L It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

#### **Civil Case**

- This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035
- □ MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in 
this court, 
Court,
where it was given case number \_\_\_\_\_\_ and assigned to Judge \_\_\_\_\_\_.

The action  $\square$  remains  $\square$  is no longer pending.

Summons section completed by court clerk.

SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.

- YOU HAVE 21 DAYS after receiving this summons and a copy of the complaint to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state).
- 3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
- 4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date	Expiration date*	Court clerk
10/12/2021	1/11/2022	Angila Mayfield

Cathy M. Garrett- Wayne County Clerk.

\*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.



SUMMONS

MCR 1.109(D), MCR 2.102(B), MCR 2.103, MCR 2.104, MCR 2.105

#### STATE OF MICHIGAN

#### IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

JULIE NURSE,

Plaintiff,

Case No. 21-HON. NO

۷

CITY OF GROSSE POINTE WOODS,

Defendant.

LAW OFFICES OF TODD J. STEARN, P.C. Todd J. Stearn (P51496) Attorney for Plaintiff 29829 Greenfield Road, Ste. 101 Southfield, MI 48076 (248) 744-5000/(248) 744-5002 Fax Email todd@tjslawfirm.com

> There is no other civil action between these parties arising out of the same transaction or occurrence alleged in this Complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge.

> > /s/ Todd J. Stearn Todd J. Stearn (P51496)

#### COMPLAINT

NOW COMES the Plaintiff, JULIE NURSE, by and through her attorneys, LAW OFFICES OF

TODD J. STEARN, P.C., and for her complaint against the above-named Defendant states unto this

Honorable Court as follows:

#### COUNT I

1. The Plaintiff, JULIE NURSE, is a resident of the City of Grosse Pointe Woods,

County of Wayne and State of Michigan.

LAW OFFICES OF TODD J. STEARN, P.C.

80

2. For all relevant times, the above-named Defendant, CITY OF GROSSE POINTE WOODS, (GROSSE POINTE WOODS), was a duly incorporated municipality and had jurisdiction over and/or was the owner, manager and in control of the sidewalk in front of a residential home located at 1585 Brys Avenue in the City of Grosse Pointe Woods, County of Wayne and State of Michigan.

3. On June 24, 2021, while on the sidewalk in front of a residential home located at 1585 Brys Avenue in the City of Grosse Pointe Woods, County of Wayne and State of Michigan, the Plaintiff, JULIE NURSE, did trip and fall as a direct and proximate result of an elevate flag of concrete that was obscured by darkness.

4. The amount in controversy herein exceeds Twenty-Five Thousand Dollars (\$25,000.00), exclusive of costs, interest or attorney's fees.

5. At all times herein mentioned and at the time of the committing of the grievances by the Defendant and the sustaining of injuries by the Plaintiff as herein alleged, the Defendant invited the public, including Plaintiff, to use the sidewalk/street as a public sidewalk/street.

OFFICES OF TODD J. STEARN, P.C.

LAW

6. At all times herein mentioned and at the time of the committing of the grievances by the Defendant and the sustaining of injuries by the Plaintiff as herein alleged, the Defendant was responsible for maintaining the sidewalk in front of a residential home located at 1585 Brys Avenue in the City of Grosse Pointe Woods, County of Wayne and State of Michigan.

7. The Defendant knew or should have known of a dangerous condition created by the elevated flag of concrete.

8. The Defendant knew or should have known that the Plaintiff did not know of the dangerous condition or that Plaintiff would not take steps to protect herself.

9. At all times herein mentioned, Plaintiff was in the exercise of due care and caution

and free from negligence on Plaintiff's part.

LAW OFFICES OF TODD J. STEARN, P.C.

10. The Defendant owed duties to Plaintiff, and, notwithstanding said duties, Defendant

did violate and breach the same in the following particulars:

- a. Failing to maintain the public Sidewalk/Premises in a safe and reasonable way.
- b. Failing to take reasonable steps for the prevention of injuries and to warn its invitees of potential foreseeable dangers.
- c. Failing to warn Plaintiff of all reasonably foreseeable dangers;
- d. Failing to provide notice or warning to the Plaintiff, who was lawfully upon the Sidewalk/Premises, of the dangerous and hazardous condition that Defendant knew, or should have known, existed on the Sidewalk/Premises;
- e. Failing to inspect and maintain the Sidewalk/Premises in a reasonably safe condition so as not to create a dangerous and hazardous condition for persons who were upon the Sidewalk/Premises;
- f. Failing to warn the Plaintiff of the dangerous condition that existed upon the Sidewalk/Premises when Defendant knew, or should have known, that Plaintiff had no way of knowing of the dangerous condition;
- g. Failing to hire and employ personnel or staff that would properly maintain the Sidewalk/Premises and not allow a dangerous and hazardous condition to remain on the Sidewalk/Premises/Pathway;
- h. Such other breaches of the standard of care as are discovered throughout the course and scope of this case.
- 11. The aforementioned breaches constituted a failure to repair and maintain a public

sidewalk/road under their control pursuant to MCL 691.1402 and impose liability on the Defendant.

12. As a direct and proximate result of the negligence and breaches of statutes of the

Defendant as aforementioned, your Plaintiff sustained injuries, which injuries have caused

Plaintiff pain, suffering, disability and mental anguish, to wit:

- a. Fracture in her left foot and/or ankle;
- b. Torn tendon in her left foot and/or ankle;
- c. Need for surgery;
- d. Such other injuries as are discovered throughout the course and scope of this case.

13. Defendant's negligence may have exacerbated a pre-existing condition from which the Plaintiff suffered.

14. As a direct and proximate result of the negligence, and carelessness of the

Defendant, the Plaintiff has sustained injuries which include, but are not limited to:

- a. lost wages, past and future;
- b. lost potential for employment promotions and advancements.
- c. loss due to decreased effectiveness at employment;
- d. pain, and suffering, past and future, including but not limited to:
  - 1) physical pain and suffering;
  - 2) mental anguish;
  - 3) denial of social pleasure;
  - 4) embarrassment, humiliation and mortification;
- e. Medical expenses, past, present and future;
- f. Such other damages as are allowable by Michigan law.

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in favor of

Plaintiff and against the Defendant, in an amount that the jury or Court determines to be fair, just

and adequate compensation for the injuries and damages sustained by the Plaintiff.

Respectfully submitted,

LAW OFFICES OF TODD J. STEARN, P.C.

/s/ Todd J. Stearn

Todd J. Stearn (P51496) Attorney for Plaintiff 29829 Greenfield Road, Ste. 101 Southfield, M1 48076 (248) 744-5000/(248) 744-5002 Fax

Dated: October 12, 2021

LAW OFFICES OF TODD J. STEARN, P.C.

Section 9, Item I.



# **CITY OF GROSSE POINTE WOODS**

MEMORANDUM

Date: November 2, 2021

To: Mayor and City Council

RECEIVEL NOV - 3 2021 CITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT

From: Bruce J. Smith, City Administrator

# Subject: City Administrator and Asst. City Administrator Succession Plan Budget Amendments

Upon approval of the succession plan presented by City Administrator Bruce Smith, budget amendments are required to provide funding for those changes. Treasurer/Comptroller Shawn Murphy has prepared the following recommended budget transfers:

BUDGET AMEMDMENT		1//=>
101-000-699.000	Transfer from Prior Year Reserves	12,697.00
101-172-702.000	Salaries & Wages	3,269.00
101-172-715.000	Social Security	250.08
101-172-722.000	Pension	2,977.93
101-172-710.999	Vacation Pay	6,200.00

The back-up detail for these amendments are included in the second page.

Attachment

# BUDGET AMENDMENT

		Salary-Less	Proposed Salary-Less	Budget
Position	Account Number	Furlough/Benefits	Furlough/Benefits	Amendment
Bruce Smith- City Administrator				
Salary	101-172-702.000	123,672.00	0.00	(61,836.00)
Social Security	101-172-715.000	9,460.91	0.00	(4,730.45)
ICMA	101-172-722.000	9,894.00		(4,947.00)
Vacation Payout Accrual from 6.1.21-1.4.22	101-172-710.999	000		6,200.00
Total		143,026.91	0.00	(65,313.45)
Frank Schulte-New City Administrator				
Salary	101-172-702.000	0.00	107,885.00	53,942.50
Social Security	101-172-715.000	0.00	8,253.20	4.126.60
ICMA	101-172-722.000	0.00		4,315.40
Total		0.00	12	62,384.50
Sue Como-Assistant City Administrator				
Salary	101-172-702.000	61,040.00	83,365.00	11.162.50
Social Security	101-172-715.000	4,669.56		853.93
Pension Expense	101-172-722.000	21,000.00		3,609.53
Total		86,709.56	117,961.48	15,625.96
			Total Amendment	12,697.00

-	1
⋝	1
ŝ	1
5	1
s	l
닐	1
2	l
쁘	
2	I
4	1
1	l
ш	I
õ	l
0	
-	
-	I

101-000-699.000         Transfer from Prior Year Reserves         12,697           101-172-702.000         Salaries & Wages         3,269           101-172-715.000         Social Security         250           101-172-722.000         Pension         2,977           101-172-710.099         Vacation Pay         6,200			
Salaries & Wages Salaries & Wages Social Security Pension Zation Pav E	101-000-699.000	Transfer from Prior Year Reserves	12,697.00
Social Security Pension 2 Vacation Pav 6	101-172-702.000	Salaries & Wages	3,269.00
Pension 2 Vacation Pav 6	101-172-715.000	Social Security	250.08
Vacation Pay	101-172-722.000	Pension	2.977.93
	101-172-710.999	Vacation Pay	6.200.00

RECEIVED

OCT 2 9 2021

TO: Bruce Smith, City Administrator

Frank Schulte, Director of Public Services ES . FROM:

DATE: October 26, 2021

CITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT SUBJECT: Recommendation - 2021 Sewer Cleaning and Closed-Circuit Television Investigation Program Modification - AEW Project No. 0160-0438

On Tuesday, June 29, 2021, four bids were received for the 2021 Sewer Cleaning and Closed-Circuit Television Investigation Program. The lowest qualified bidder was Corby Energy Services, Inc. of Belleville, Michigan.

On Monday, August 2, 2021, City Council approved the contract with Corby Energy Services, Inc. in amount not to exceed \$218,375.00, including engineering fees.

As a result of the historic rainfall levels received on Friday, June 25, 2021 to Saturday, June 26, 2021, Anderson, Eckstein and Westrick, Inc. (AEW) contacted Corby Energy Services about expanding the scope of services. To complete the investigation of sewers in District 5 (west of Mack Ave., between south city limits and City Hall), where the Torrey Road Pump Station is located, an additional 32,300 feet of televising and cleaning will need to be completed (shown on attached map).

Corby Energy Services has agreed to extend the current unit bid prices to investigate the district that was affected in the June 2021 rain event. Considering the urgency in cleaning and investigating this area, I concur with AEW and I recommend to approve a contract modification for the 2021 Sewer Cleaning and Closed-Circuit Television Investigation Program to include the additional footage to Corby Energy Services, Inc., 6001 Schooner, Belleville, Michigan 48112 in the amount of \$51,562.50.

I recommend additional engineering fees that will be provided by Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Rd., Shelby Twp., MI 48315 in an amount not to exceed \$20,000.00 to cover the review of the added work. I further recommend a contingency in an amount not to exceed \$10,000.00 for any unforeseen problems should they arise. The total project modification will not exceed \$81,562.50.

This was not a budgeted item and will require a budget amendment from the Water/Sewer Fund Balance account no. 592-000-697.000 into the water/sewer sewer cleaning - construction account no. 592-537-975.005 in the amount of \$61,562.50 and the water/sewer sewer cleaning - engineering account no. 592-537-975.004 in the amount of \$20,000.00.

	Amount	Account No.
Water/Sewer Cleaning Construction	\$51,562.50	592-537-975.005
Water/Sewer Cleaning Construction Contingency	\$10,000.00	592-537-975.005
Total Construction	\$61,562.50	592-537-975.005
的。 [19] 新闻····································	Carl Carl Carl Carl	是这个是一些正常是有 出现入房
Water/Sewer Cleaning Engineering	\$20,000.00	592-537-975.004
Total Engineering	\$20,000.00	592-537-975.004
品的。(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	的最高级的现在分词	
Total Project	\$81,562.50	

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

Bruce Smith, City Administr

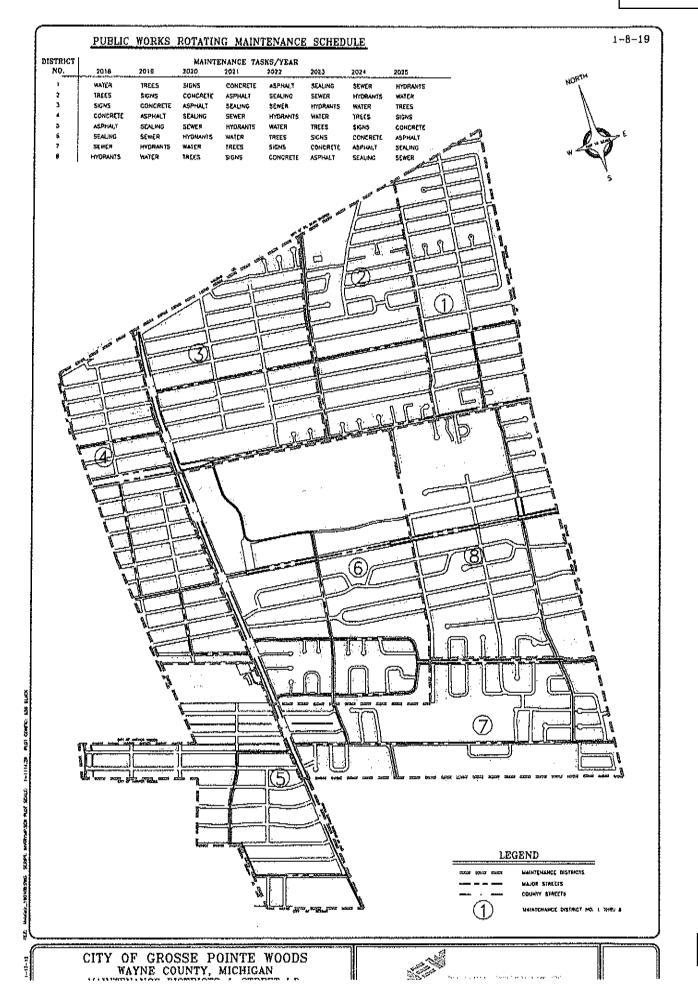
Fund Certification:

Account numbers and amounts have been verified as presented.

Shawn Murty

Shawn Murphy, Treasurer/Comptroller

0-28-21 Date





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

October 19, 2021

Frank Schulte, Director Department of Public Works City of Grosse Pointe Woods 1200 Parkway Drive Grosse Pointe Woods, Michigan 48236

#### Reference: 2021 Sewer Cleaning and CCTV Investigation AEW Project No. 0160-0438

Dear Frank:

At your request, we have contacted Corby Energy Services who is under contract for the above project about expanding the scope of services in adding additional cleaning and CCTV footage.

Corby has agreed to extend the current unit bid prices to add areas in the Torrey Road Pump Station drainage district that were affected in the June 2021 basement flooding.

Considering the urgency in cleaning and investigating those areas, and maintaining the current pricing, we feel it to be in the best interest of the City to process a contract modification for the additional footage while Corby is currently working. The cost of the additional work is estimated at \$51,562.50

In addition, we are recommending an increase of \$20,000.00 to the engineering budget to cover the inspection and CCTV review of the added work, for a total cost of \$71,562.50.

Please see the attached Contract Modification No. 1 for your review and approval.

Sincerely,

auch

Frank D. Varicalli

Enclosure: Enclosure

cc: Scott Lockwood, PE, AEW

M:\0160\0160-0438\Gen\Leffers\SchulleFDV\_211019.docx



Andorson, Eckstein and Westrick, Inc.

10/19/2021 10:31 AM

FieldManager 5.3c

#### Contract: .0160-0438, 2021 Sower Cleaning and CCTV Investigation

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Electronic File Created	Net Change	Awarded Contract Amount	
1	1	10/19/2021	No	\$61,562.50	\$132,375.00	
Route			iging Office ein and Westrick,	District Inc. 07539	Enterod By Michelle Ankawi	

#### Short Description

Add footage of sewers from 2021 basement flooding in the Torrey Rd Pump Station District

#### **Description of Changes**

- A. Original Contract Amount: \$132,375.00
- B. Current Contract value (including this revision): \$183,937.50
- C. Net Total Change (B-A): \$51,562.50

D. Net Percent Change (C/A\*100): 38.95%

#### Increases / Decreases

Item Description	ltem Code	Prop. Líne	Proj. Line	Project	Catg. Item Type	Quantity Change Unit	Unit Price	Dollar Value
_ Cleaning 06 - 12 incl Combined Sewers	1 4027001	0010	0010	0160-0438	0000 Original	3,600.000 Ft	1.50000	\$5,400.00
Cleaning 15 - 21 incl Combined Sewers	4027001	0015	0015	0160-0438	0000 Original	5,200.000 Ft	1.75000	\$9,100.00
_ Cleaning 24 - 36 inch Combined Sewers	4027001	0020	0020	0160-0438	0000 Original	1,100.000 Ft	2.00000	\$2,200.00
_ Cleaning 42 - 48 inch Combined Sewers	4027001	6025	0025	0160-0438	0000 Original	400.000 FI	2.50000	\$1,000.00
_ Final TV Investigation and Log, 06 - 12 Inch Combined Sewers	4027001	0030	0030	0160-0438	0000 Original	3,500.000 FI	1.50000	\$5,250.00



Anderson, Eckslein and Westrick, Inc.

No. Contraction of the second

10/19/2021 10:31 AM FieldManager 5.3c

#### Increases / Decreases

item Description	ltem Code	Prop. Line	Proj. Line	Project	Catg.	ltem Type	Quantity Change Unit	Unit Price	Dollar Value
_ Final TV Investigation and Log, 15 - 21 Inch Combined Sewers	4027001	0035	0035	0160-0438	0000	Original	5,200.000 Ft	1,50000	\$7,800.00
Final TV Investigation and Log, 24 - 36 inch Combined Sewers	4027001	0040	0040	0160-0438	0000	Original	1,100.000 Ft	1.50000	\$1,650.00
_ Final TV Investigation and Log, 42 - 48 inch Combined Sewers	4027001	0045	0045	0160-0438	0000	Original	400.000 Ft	2,00000	S800.00
_ Final TV Investigation and Log. 54 inch Storm Sewers	4027061	0050	0050	0160-0438	0000	Original	975.000 Ft	3.00000	\$2,925.00
_ Final TV Investigation and Log. 60 inch_Storm Sewers	4027001	0055	0055	0160-0438	0000	Original	-1,925.000 Fl	3.00000	\$-5,775.00
ੂ Final TV Investigation and Log, 72 Inch Storm Sewers (Man Entry)	4027001	0060	0060	0160-0438	0000	Original	-550.000 Ft	5.00000	<b>\$-2.750.00</b>
∴ Heavy Cleaning 06 - 12 Inch Combined Sew ers	4027001	0065	0065	0160-0438	0000 (	Original	1.000.000 FI	1.00000	\$1.000.00
_ Heavy Cleaning 15 - 21 inch Combined Sew ers	4027001	0070	0070	0160-0438	0000	Original	1,600.000 Ft	1.00000	\$1,600.00



Andorson, Eckstein and Westrick, Inc.

10/19/2021 10:31 AM

FieldManager 5.3c

#### Increases / Decreases

Item Description	item Code	Prop. Line	Proj. Line	Project	Catg.	ltem Type	Quantity Change	Unit	Unit Prico	Dollar Value
Heavy Cleaning 24 - 36 inch Combined Sew ars		0075	0075	0160-0438	0000	Original	500.000	Fl	1.00000	\$500.00
., Heavy Cleaning 42 - 48 inch Combined Sew ers		0080	0080	0160-0438	0000	Original	100.000	<b>#</b> 1	1,00000	\$100.00
_ Mineral Deposit, Rem	4027050	0085	0085	0160-0438	0000	Original	50.000 (	Ea	25.00000	\$1,250.00
_ Cutting Service Lead Protrusions	4037050	0090	0090	0160-0438	0000	Öriginat	5.000 (	Ξa	50.00000	\$250.00
_ Extra Heavy Cleaning	8167040	0105	0105	0160-0438	0000	Original	16.000 H	+r	325.00000	\$5,200.00

Total Dollar Value: \$37,500.00

Item Description	ltem Code	Prop. Líne	Proj. Line	Project	Catg.	itemType	Proposed Quantity Unit	Unit Price	Dollar Value
Cleaning 39 Inch Combined Sewers	4027001	0115	0115	0160-0438	0000	Extra	1,950.000 Fi	2.25000	\$4,387.50
Reason: Additio	nai lootaga	e for sev	wers						
_ Heavy Cleaning 39-inch Combined Sewers	4027001	0120	0120	0160-0438	0000	Extra	500.000 Ft	1.00000	\$500.00
Reason: Additio	nal footage	) (ör sev	vers						
_ Final TV Investigation and Log, 39-inch Combined Sewers	4027001	0125	0125	0150-0438	0000	Exira	1,950.000 Ft	1.50000	\$2,925.00

Reason: Additional footage for sewers

New items



Andorson, Eckstein (		N <sup>14</sup> AD <sup>14</sup> Design				20 <del>1 - 4<sup>-1</sup> /</del>	·				FieldManager 5.3d
New Items	ltem Code		Proj. Line	Project	Catg.	itemTj		roposed Juantity	Unit	Unit Price	Dollar Valu
_ Finat TV Investigation and Log, 63 Inch Storm Sewers	4027001	0130	0130	0160-0438	0000	Exira		375.000	FI	5.00000	\$1,875.00
Reason: Additi	onal footage	e for se	wers								
Final TV nvestigation and .og, 66 inch Storm Sewers	4027001	0135	0135	0160-0438	0000	<b>∉xtra</b>		375.000	F۱	5.00000	\$1,875.00
Reason: Additio	onal footage	e for sev	wers								
Deliverables	8267051	0140	0140	0160-0438	0000	Extra		1.000	LS	2,500.00000	\$2,500.00
Reason: Additio	mai footage	lor sev	vers								
Project / Cate	aony Su								Total Do	ollar Value;	\$14,062.50
Project/Catg	Project/Category Description			Federal Number			Project State	Ē	Financ System		Dollar Value
0160-0438	2021 Sew CCTV Invi	er Clea estigatio	ning and on				XMPT		STUL		TH IT AF INVESTIGATION
0000											\$51,562.50
										Total:	\$51,562.50
				· · · · · · · · · · · · · · · · · · ·				otal Net	Change /	Amount:	\$51,562.50

w975635205



and.

#### Anderson, Eckstein and Westrick, Inc.

10/19/2021 30:31 AM

FieldMonager 5.3c

payment in full the basis of payment as indicated. Prime Cont to do the work described herein in accordance with the terms	ractor, you are authorized and instructed as the contractor of your contract.	
Frank D. Varicalli, AEW, Inc.	City of Grosse Pointe Woods	
Signature Date	Signature Dale	
Corby Energy Services, Inc.	Anderskander an	
Signature Date		

#### COMMITTEE-OF-THE-WHOLE EXCERPT 09/13/21

The first item discussed was regarding **salt barn use**. The Director of Public Services provided an overview of his memo date August 17, 2021, regarding sharing the City's salt barn with Grosse Pointe Public Schools, and questions and answers ensued. There was a consensus of the Committee to authorize the City Attorney to prepare an Agreement.

Motion by Gafa, seconded by McConaghy, to remove salt barn usage from the Committee-of-the-Whole.

Motion carried by the following vote:

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

#### LICENSE AGREEMENT REGARDING USE OF SALT BARN

This License Agreement ("Agreement"), effective as of the date of the last signature below, is by and between the CITY OF GROSSE POINTE WOODS, a Michigan Municipal corporation, whose address is 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 ("City") and the GROSSE POINTE PUBLIC SCHOOL SYSTEM, whose address is 20601 Morningside Drive, Grosse Pointe Woods, Michigan 48236 ("Licensee"). Licensee and the City may each be separately referred to as "Party" and may collectively be referred to as "Parties."

#### RECITALS

- A. The City owns a road salt storage facility ("Salt Barn") on property it owns at 1200 Parkway Drive, Grosse Pointe Woods, Michigan 48236 (the "Property").
- B. Licensee desires to use a portion of the Salt Barn during the winter season for storage of road salt.
- C. Licensee has requested from the City, and the City has agreed to grant Licensee a nonexclusive, revocable license to use a portion of the Salt Barn for storage of road salt subject to the terms and conditions of this Agreement.

In consideration of the mutual promises and conditions set forth below, the Parties agree as follows:

#### AGREEMENT

- License and Term. The City grants Licensee a non-exclusive, revocable license to store up to three hundred (300) tons of road salt in the Salt Barn from October 1, 2021 through March 31, 2022 ("Effective Period"). In addition, Licensee may park one tractor/loader on the Property during the Effective Period to be used by Licensee to load road salt onto trucks. The portion of the Salt Barn and parking area which Licensee may use under this Agreement shall be referred to hereinafter as the "Licensed Area." The City shall have the sole discretion to designate the specific locations for the road salt storage and parking permitted under this Agreement. Absent termination as provided below, and provided Licensee is not in default, at the end of the Effective Period, this Agreement shall automatically renew for additional terms ("Renewal Term") upon the same terms and conditions until terminated.
- <u>Rent.</u> During the Effective Period of this Agreement and in each Renewal Term, Licensee shall
  provide the City with the exclusive use of fifty (50) tons of road salt for City use. This allowance
  shall constitute the rent Licensee owes to the City. Licensee shall owe the City no additional
  form of rent payment.
- 3. <u>Termination</u>. Either Party may terminate this Agreement for any reason with at least six (6) months written notice of intent to terminate at the end of the current term.
- 4. <u>Insurance</u>, Licensee shall have no right to or expectation of coverage under any insurance policies of the City. During periods of occupancy, the Licensee shall be required to provide commercial general liability insurance covering all operations including occupancy and/or use

of the Licensed Area with a minimum liability limit of one million dollars per occurrence. Licensee shall provide proof of said insurance to the satisfaction of the City and shall name the following as Additional Insureds on its general liability insurance policy: The City of Grosse Pointe Woods, including all elected and appointed officials, employees and volunteers. The City shall be entitled to notice of any change in such policy. The insurance company issuing the policy must have an A rating or better.

- 5. <u>Non-Exclusive Use.</u> Licensee acknowledges and agrees that its use of the Licensed Area is non-exclusive and that during the Effective Period and any Renewal Term, the Licensed Area may be used by the City for storage of road salt and other City purposes, and may be used by third parties as the City determines appropriate. The Licensed Area shall at all times remain subject to and under the control of the City. Licensee will not use the Licensed Area for any purpose in violation of any law, municipal ordinance or regulation. Licensee will not generate or store any hazardous material on or about the Property or Licensed Area.
- 6. <u>Licensee to Indemnify.</u> To the extent permitted by law, Licensee agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, volunteers, and Boards and Commissions from any liability for damages to any person or property in, on or about the Licensed Area or Property arising out of or related to the negligence or other actions or omissions of Licensee or its employees, agents, and vendors.
- <u>Repairs</u>, Licensee agrees that any portion of the Licensed Area or Property which is damaged by Licensee's use shall be repaired by Licensee and restored to the same or better condition than when Licensee's use began.
- 8. <u>Removal and Disposal of Property.</u> If Licensee is in default under this Agreement, or deserts or vacates its property in the Licensed Area, then it shall be lawful for the City to remove and dispose of any property of the Licensee that remains on the Property.
- 9. <u>Notices.</u> All notices, requests or other writings provided for in this Agreement must be in writing and shall be delivered (a) by personal delivery, or (b) by certified or registered mail, return receipt requested. Such notices shall be sent to the applicable party or parties at the address specified below:

If to the City of Grosse Pointe Woods:

City of Grosse Pointe Woods Attn: Director of Public Works 1200 Parkway Drive Grosse Pointe Woods, MI 48236

cc: City Administrator 20025 Mack Plaza Grosse Pointe Woods, MI 48236

If to the Grosse Pointe Public School System:

Grosse Pointe Public School System Attn: Director of Buildings and Grounds 20601 Morningside Drive Grosse Pointe Woods, Michigan 48236

- 10. <u>Amendment and Assignment.</u> This Agreement may not be modified unless in writing signed by each Party to this Agreement. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. Licensee shall have no right to assign or transfer this Agreement or any rights under this Agreement, or sublet the Property or any part thereof.
- 11. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, which when executed shall constitute one and the same Agreement or direction.
- 12. <u>No Third Party Beneficiaries.</u> Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the signatory parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates indicated next to their signatures.

#### CITY OF GROSSE POINTE WOODS

Bruce Smith, City Administrator

Date

#### **GROSSE POINTE PUBLIC SCHOOL SYSTEM**

By: Its:

3

Date



# **CITY OF GROSSE POINTE WOODS**

# MEMORANDUM

Date: October 27, 2021

To: Bruce Smith, City Administrator

From: Beth Miro, Municipal Court Clerk, Honorable Judge Theodore Metry

CC: Shawn Murphy, Deputy Treasurer/Comptroller

Subject: MIDC Grant Agreement FY 2021-2022

The Michigan Indigent Defense Council (MIDC) is the regulatory body in charge of funding the public defender system within Michigan. The city's authorized annual FY budget for the grant period is October 1, 2021 through September 30, 2022 is the following:

#### **GRANT PERIOD**

October 1, 2021 - September 30, 2022

#### TOTAL AUTHORIZED BUDGET

FY 2021/22 State Grant Contribution FY 2021/22 Local Share Contribution **\$55,920.00** \$52,800.00 \$3,120.00

Attached is the *Grant Between the State of Michigan – Michigan Indigent Defense Commission (MIDC) Department of Licensing and Regulatory Affairs (LARA) and City of Grosse Pointe Woods*, which the city is required to sign, committing to the local share contribution listed above (\$3,120.00) for FY 2021/22. Please note that unexpended FY 2020/21 funds will be applied against the FY 2021/22 grant amount. In previous years, the grant has been submitted to the city attorney for review.

The city's required local match of \$3,120.00 has been budgeted in the FY 2021/22 MIDC grant fund budget account #275-000-699.101, which will transfer from the General Fund.

Under the new MIDC standards, neither the Court nor any of its employees are allowed to act as signatory on the agreement. Attached is a copy of the agreement to be submitted to council for recommendation for approval authorizing the City Administrator or other authorized signatory to sign.

Please note the Court will continue to be responsible for providing case date for the quarterly and yearly reports, but upon the complete implementation of the new standards in particular standard 5, will not be involved in choosing the attorneys who represent indigent defendants.

#### **GRANT NO 2022-103**

### GRANT BETWEEN THE STATE OF MICHIGAN MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC) DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA) AND

#### City of Grosse Pointe Woods

#### **GRANTEE/ADDRESS:**

Name:	Bruce Smith
Title:	Administrator
Address:	20025 Mack, Grosse Pointe Woods, MI 48236
Phone:	(313) 343-2440

#### **GRANTOR/ADDRESS:**

Michigan Indigent Defense Commission

Department of Licensing and Regulatory Affairs

611 W. Ottawa St.

Lansing, MI 48933

(517) 657-3060

#### **GRANT PERIOD:**

From: 10/01/2021 to 09/30/2022

#### TOTAL AUTHORIZED BUDGET: \$55,920.00

State Grant Contribution:

Local Share Contribution:

\$52,800.00

\$3,120.00

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: CV0048381

#### GRANT

This is Grant # 2022-103 between the Michigan Indigent Defense Commission (Grantor), and <u>City of Grosse Pointe Woods</u> (Grantee), subject to terms and conditions of this grant agreement (Agreement).

#### 1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee (also referred to as local funding unit) to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the minimum standards approved by LARA on May 22, 2017 and October 29, 2020, and the process described in the Michigan Indigent Defense Commission Act (MIDC Act). The funding for this grant is contingent upon an appropriation by the Legislature that is signed by the Governor. Consistent with the MIDC Act, in the event that the funds appropriated apply to less than all of the minimum standards, the funding unit will not be required to fully comply with all of the minimum standards. In the event that an appropriation is insufficient to fully fund this grant, the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the funding unit will not be required to fully comply with approved grant was designed to allow.

#### 1.1 Definitions

- A. Budget means the detailed statement of estimated costs approved as the Grantee's Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within the approved Cost Analysis.
- C. Compliance Plan or Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 et seq., as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.
- G. "Substantial Change" to a Compliance Plan is a change to the Plan or Cost Analysis that alters the method of meeting the objectives of the standard(s) in the approved Plan.

#### 1.2 Statement of Work

The Grantee agrees to undertake, perform, and complete the services described in its approved Compliance Plan and in accordance with the MIDC Act, specifically Standards 1 through 5. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of this Agreement in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC, addresses the prescribed methods Grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

#### 1.3 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, without the prior written consent of the MIDC.
- C. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved. See section 1.3(E).
- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
  - Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval by MIDC staff, but must be reported quarterly in the next financial status report.
  - 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
  - Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

#### 1.4 Payment Schedule

The maximum amount of grant assistance approved is \$52,800.00 (Fifty Two Thousand Eight Hundred and 00/100)

Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2021 will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant by reducing the 2nd and 3rd disbursement equally. The maximum amount of grant assistance approved includes the unexpended funds reported from the previous fiscal year.

An initial advance of 25% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of up to 25% of the total state grant amount in accordance with the following schedule:

Initial Advance of 25% of total grant – Within 15 days of receipt of executed agreement

25% disbursement – January 15, 2022 25% disbursement – April 15, 2022 25% disbursement – July 15, 2022 (final payment)

The above schedule of disbursement of funds is contingent upon receipt of quarterly

reporting as addressed in this section and section 1.5 of this document. Any disputed matters shall not cause delay in remitting any disbursements or in issuing a grant contract and funds for the next fiscal year. Disputed matters shall be acted on independently from undisputed matters. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;

Expenditures for the reporting period by budget category; and;

Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

 The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;

- All invoices related to experts and investigators;
- All invoices related to construction; and
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Any additional documentation/verification of expenditures shall not delay issuance of a grant contract or grant disbursements. Grantee's documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report for 10/1/21-12/31/21 - January 31, 2022

2nd FSR and compliance report for 1/1/22-3/31/22 - April 30, 2022

3rd FSR and compliance report for 4/1/22-6/30/22 - July 31, 2022

Final FSR and compliance report for 7/1/22-9/30/22 - October 31,2022

#### 1.5 Monitoring and Reporting Program Performance

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.
- B. Quarterly Reports. The Grantee shall submit to the Grantor quarterly program reports on compliance with the minimum standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with Standards 1-5, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. Grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested by the report, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC research staff to seek additional options or ideas for the collection and retrieval of this information.

#### PART II - GENERAL PROVISIONS

#### 2.1 Project Changes

Grantee must obtain prior written approval for substantial changes to the compliance plan from Grantor.

#### 2.2 Delegation

Grantee must notify the MIDC at least 90 calendar days before any proposed delegation with reasonable detail about Subgrantee and the nature and scope of the activities delegated. If any obligations under this Grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the Subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with Subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

#### 2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted indigent defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15).

#### 2.4 Share-in-savings

Grantor expects to share in any cost savings realized by Grantee in proportion of the grant funds to the local share.

#### 2.5 Purchase of Equipment

The purchase of equipment must be made pursuant to Grantee's established purchasing policy and if not specifically listed in the Budget, Grantee must have prior written approval of Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by Grantee unless otherwise specified at the time of approval.

#### 2.6 Accounting

Grantee must establish and maintain a restricted indigent defense fund in its local chart of accounts to record all transactions related to the Grant. The restricted fund will not lapse to the local general fund at the close of Grantee's fiscal year. Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Where the Grantee uses a nonprofit entity to provide indigent defense services as contemplated in its compliance plan and cost analysis, the Grantee shall ensure that the contract or agreement defining the nonprofit entities relationship allows for reasonable access, in its sole discretion, to financial records for monitoring by the Grantee and its representatives. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general

ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

#### 2.7 Records Maintenance, Inspection, Examination, and Audit

Grantor or its designee may audit Grantee and the restricted indigent defense fund account to verify compliance with this Grant. Grantee must retain and provide to Grantor or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, Grantor and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by Grantee to Grantor by October 31 of each year as required under the MIDC Act.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

#### 2.8 Competitive Bidding

Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts for representation of indigent or partially indigent defendants, and contracts for managed assigned counsel coordinators, are exempt from a competitive bid process but must meet standard internal procurement policies, as applicable.

#### 3.0 Liability

The State is not liable for any costs incurred by Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

#### 3.1 Safety

Grantee and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. Grantee and every subgrantee are responsible for compliance with all federal, state, and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

#### 3.2 Indemnification

Each party to the Grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

#### 3.3 Failure to Comply and Termination

- A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of the Act.
- B. Termination for Convenience

Grantor may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If Grantor terminates this Grant for convenience, Grantor will pay all reasonable costs for approved Grant responsibilities. If the parties cannot agree to the cost to be paid by , the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in the Act.

#### 3.4 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify Grantor of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

#### 3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an 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, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

#### 3.6 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

#### 3.7 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or act of God that are beyond its control and without its fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the MIDC determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

#### 4.0 Certification Regarding Debarment

Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If Grantee is unable to certify to any portion of this statement, Grantee shall attach an explanation to this Agreement.

#### 4.1 Illegal Influence

Grantee certifies, to the best of its knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee certifies, to the best of its knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any state agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

#### 4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. All claims relating to, or arising out of, this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

#### 4.3 Disclosure of Litigation, or Other Proceeding

Grantee must notify Grantor within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively Proceeding) that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for Grantee is required to possess in order to perform under this Grant.

#### 4.4 Assignment

Grantee may not assign this Grant to any other party without the prior approval of Grantor. Upon notice to Grantee, Grantor, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If Grantor determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform its obligations under the Grant.

#### 4.5 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Agreement. This Agreement may not be amended except by a signed written agreement between the parties.

#### 4.6 Grantee Relationship

Grantee assumes all rights, obligations, and liabilities set forth in this Grant. Grantee, its employees, and its agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee,

107

and not Grantor or the State of Michigan, is responsible for the payment of wages, benefits, and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent grantee.

#### 4.7 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of the Local Share as defined by MCL 780.983(h).

#### 5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

# 5.1 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Signature:

Bureau of Finance and Administrative Services Department of Licensing and Regulatory Affairs State of Michigan

Signature:

,

Date:

Date:

Michigan Indigent Defense Commission Department of Licensing and Regulatory Affairs State of Michigan

Signature:	
------------	--

Representative:	•
Date:	
Funding Unit:	City of Grosse Pointe Woods

GRANT NO. 2022-103

# Minimum Standards for Indigent Criminal Defense Services

# August 2021

Standards 1, 2, 3, and 4 were approved by the Department of Licensing and Regulatory Affairs (LARA) on May 22, 2017. These standards cover training and education of counsel, the initial client interview, use of investigation and experts, and counsel at first appearance and other critical stages.

Standard 5, which requires independence from the judiciary, was approved by LARA on October 29, 2020.

This packet contains the complete text of the approved standards as well as standards pending approval by LARA which were submitted in September 2018 (amended June 2019). Those standards address defender workload limitations, qualification and review of attorneys accepting assignments in adult criminal cases, and attorney compensation.

This packet also contains a standard for determining indigency and contribution which was approved by the MIDC in October 2020 and is pending approval by LARA.

Information about these standards, plans for compliance, and funding can be found on our website at <u>www.michiganidc.gov.</u>



MICHIGAN INDIGENT DEFENSE COMMISSION

# Standard 1 Education and Training of Defense Counsel

The MIDC Act requires adherence to the principle that "[d]efense counsel is required to attend continuing legal education relevant to counsel's indigent defense clients." MCL 780.991(2)(e). The United States Supreme Court has held that the constitutional right to counsel guaranteed by the Sixth Amendment includes the right to the effective assistance of counsel. The mere presence of a lawyer at a trial "is not enough to satisfy the constitutional command." *Strickland v Washington*, 466 US 668, 685; 104 S Ct 2052, 2063; 80 L Ed 2d 674 (1984). Further, the Ninth Principle of The American Bar Association's *Ten Principles of a Public Defense Delivery System* provides that a public defense system, in order to provide effective assistance of counsel, must ensure that "Defense counsel is provided with and required to attend continuing legal education."

The MIDC proposed a minimum standard for the education and training of defense counsel. The version conditionally approved by the Court and submitted by the MIDC and approved by the department is as follows:

**A. Knowledge of the law.** Counsel shall have reasonable knowledge of substantive Michigan and federal law, constitutional law, criminal law, criminal procedure, rules of evidence, ethical rules and local practices. Counsel has a continuing obligation to have reasonable knowledge of the changes and developments in the law. "Reasonable knowledge" as used in this standard means knowledge of which a lawyer competent under MRPC 1.1 would be aware.

**B. Knowledge of scientific evidence and applicable defenses.** Counsel shall have reasonable knowledge of the forensic and scientific issues that can arise in a criminal case, the legal issues concerning defenses to a crime, and be reasonably able to effectively litigate those issues.

**C. Knowledge of technology.** Counsel shall be reasonably able to use office technology commonly used in the legal community, and technology used within the applicable court system. Counsel shall be reasonably able to thoroughly review materials that are provided in an electronic format.

**D. Continuing education.** Counsel shall annually complete continuing legal education courses relevant to the representation of the criminally accused. Counsel shall participate in skills training and educational programs in order to maintain and enhance overall preparation, oral and written advocacy, and litigation and negotiation skills. Lawyers can discharge this obligation for annual continuing legal education by attending local trainings or statewide conferences. Attorneys with fewer than two years of experience practicing criminal defense in Michigan shall participate in one basic skills acquisition class. All attorneys shall annually complete at least twelve hours of continuing legal education. Training shall be funded through compliance plans submitted by the local delivery system or other mechanism that does not place a financial burden on assigned counsel. The MIDC shall collect or direct the collection of data regarding the number of hours of continuing legal education offered to and attended by assigned counsel, shall analyze the quality of the training, and shall ensure that the effectiveness of the training be measurable and validated. A report regarding these data shall be submitted to the Court annually by April 1 for the previous calendar year.

#### Comment:

The minimum of twelve hours of training represents typical national and some local county requirements, and is accessible in existing programs offered statewide.

#### Standard 2 Initial Interview

The MIDC Act requires adherence to the principle that "[d]efense counsel is provided sufficient time and a space where attorney-client confidentiality is safeguarded for meetings with defense counsel's client." MCL 780.991(2)(a). United States Supreme Court precedent and American Bar Association Principles recognize that the "lack of time for adequate preparation and the lack of privacy for attorney-client consultation" can preclude "any lawyer from providing effective advice." See United States v Morris, 470 F3d 596, 602 (CA 6, 2006) (citing United States v Cronic, 466 US 648; 104 S Ct 2039; 80 L Ed 2d 657 (1984)). Further, the Fourth Principle of The American Bar Association's Ten Principles of a Public Defense Delivery System provides that a public defense system, in order to provide effective assistance of counsel, must ensure that "Defense counsel is provided sufficient time and a confidential space within which to meet with the client."

The MIDC proposed a minimum standard for the initial client interview. The version conditionally approved by the Court and submitted by the MIDC and approved by the department is as follows:

A. Timing and Purpose of the Interview: Counsel shall conduct a client interview as soon as practicable after appointment to represent the defendant in order to obtain information necessary to provide quality representation at the early stages of the case and to provide the client with information concerning counsel's representation and the case proceedings. The purpose of the initial interview is to: (1) establish the best possible relationship with the indigent client; (2) review charges; (3) determine whether a motion for pretrial release is appropriate; (4) determine the need to start-up any immediate investigations; (5) determine any immediate mental or physical health needs or need for foreign language interpreter assistance; and (6) advise that clients should not discuss the circumstances of the arrest or allegations with celimates, law enforcement, family or anybody else without counsel present. Counsel shall conduct subsequent client interviews as needed. Following appointment, counsel shall conduct the initial interview with the client sufficiently before any subsequent court proceeding so as to be prepared for that proceeding. When a client is in local custody, counsel shall conduct an initial client intake interview within three business days after appointment. When a client is not in custody, counsel shall promptly deliver an introductory communication so that the client may follow-up and schedule a meeting. If confidential videoconference facilities are made available for trial attorneys, visits should at least be scheduled within three business days. If an indigent defendant is in the custody of the Michigan Department of Corrections (MDOC) or detained in a different county from where the defendant is charged, counsel should arrange for a confidential client visit in advance of the first pretrial hearing.

**B.** Setting of the interview: All client interviews shall be conducted in a private and confidential setting to the extent reasonably possible. The indigent criminal defense system shall ensure the necessary accommodations for private discussions between counsel and clients in courthouses, lock-ups, jails, prisons, detention centers, and other places where clients must confer with counsel.

**C. Preparation:** Counsel shall obtain copies of any relevant documents which are available, including copies of any charging documents, recommendations and reports concerning pretrial release, and discoverable material.

#### D. Client status:

1. Counsel shall evaluate whether the client is capable of participation in his/her representation, understands the charges, and has some basic comprehension of criminal procedure. Counsel has a continuing responsibility to evaluate, and, where appropriate, raise as an issue for the court the client's capacity to stand trial or to enter a plea pursuant to MCR 6.125 and MCL 330.2020. Counsel shall take appropriate action where there are any questions about a client's competency.

2. Where counsel is unable to communicate with the client because of language or communication differences, counsel shall take whatever steps are necessary to fully explain the proceedings in a language or form of communication the client can understand. Steps include seeking the appointment of an interpreter to assist with pretrial preparation, interviews, investigation, and in- court proceedings, or other accommodations pursuant to MCR. 1.111.

Comments:

1. The MIDC recognizes that counsel cannot ensure communication prior to court with an out of custody indigent client. For out of custody clients the standard instead requires the attorney to notify clients of the need for a prompt interview.

2. The requirement of a meeting within three business days is typical of national requirements (Florida Performance Guidelines suggest 72 hours; In Massachusetts, the Committee for Public Counsel Services Assigned Counsel Manual requires a visit within three business days for custody clients; the Supreme Court of Nevada issued a performance standard requiring an initial interview within 72 hours of appointment).

3. Certain indigent criminal defense systems only pay counsel for limited client visits in custody. In these jurisdictions, compliance plans with this standard will need to guarantee funding for multiple visits.

4. In certain systems, counsel is not immediately notified of appointments to represent indigent clients. In these jurisdictions, compliance plans must resolve any issues with the failure to provide timely notification.

5. Some jurisdictions do not have discovery prepared for trial counsel within three business days. The MIDC expects that this minimum standard can be used to push for local reforms to immediately provide electronic discovery upon appointment.

6. The three-business-day requirement is specific to clients in "local" custody because some indigent defendants are in the custody of the Michigan Department of Corrections (MDOC) while other defendants might be in jail in a different county from the charging offense.

7. In jurisdictions with a large client population in MDOC custody or rural jurisdictions requiring distant client visits compliance plans might provide for visits through confidential videoconferencing.

8. Systems without adequate settings for confidential visits for either in-custody or outofcustody clients will need compliance plans to create this space.

9. This standard only involves the initial client interview. Other confidential client interviews are expected, as necessary.

# Standard 3 Investigation and Experts

The United States Supreme Court has held: (1) "counsel has a duty to make reasonable investigations or to make a reasonable decision that makes particular investigations unnecessary." *Strickland v Washington*, 466 US 668, 691; 104 S Ct 2052, 2066; 80 L Ed 2d 674 (1984); and (2) "[c]riminal cases will arise where the only reasonable and available defense strategy requires consultation with experts or introduction of expert evidence, whether pretrial, at trial, or both." *Harrington v Richter*, 562 US 86, 106; 131 S Ct 770, 788; 178 L Ed 2d 624 (2011). The MIDC Act authorizes "minimum standards for the local delivery of indigent criminal defense services providing effective assistance of counsel..." MCL 780.985(3).

The MIDC proposed a minimum standard for investigations and experts. The version conditionally approved by the Court and submitted by the MIDC and approved by the department is as follows:

A. Counsel shall conduct an independent investigation of the charges and offense as promptly as practicable.

B. When appropriate, counsel shall request funds to retain an investigator to assist with the client's defense. Reasonable requests must be funded.

C. Counsel shall request the assistance of experts where it is reasonably necessary to prepare the defense and rebut the prosecution's case. Reasonable requests must be funded as required by law.

D. Counsel has a continuing duty to evaluate a case for appropriate defense investigations or expert assistance. Decisions to limit investigation must take into consideration the client's wishes and the client's version of the facts.

#### Comments:

1. The MIDC recognizes that counsel can make "a reasonable decision that makes particular investigations unnecessary" after a review of discovery and an interview with the client. Decisions to limit investigation should not be made merely on the basis of discovery or representations made by the government.

2. The MIDC emphasizes that a client's professed desire to plead guilty does not automatically alleviate the need to investigate.

3. Counsel should inform clients of the progress of investigations pertaining to their case.

4. Expected increased costs from an increase in investigations and expert use will be tackled in compliance plans.

# Standard 4 Counsel at First Appearance and other Critical Stages

The MIDC Act provides that standards shall be established to effectuate the following: (1) "All adults, except those appearing with retained counsel or those who have made an informed waiver of counsel, shall be screened for eligibility under this act, and counsel shall be assigned as soon as an indigent adult is determined to be eligible for indigent criminal defense services." MCL 780.991(1)(c); (2) "A preliminary inquiry regarding, and the determination of, the indigency of any defendant shall be made by the court not later than at the defendant's first appearance in court. MCL 780.991(3)(a); (3) ...counsel continuously represents and

personally appears at every court appearance throughout the pendency of the case." MCL 780.991(2)(d)(emphasis added).

The MIDC proposed a minimum standard on counsel at first appearance and other critical stages. The version conditionally approved by the Court and submitted by the MIDC and approved by the department is as follows:

A. Counsel shall be assigned as soon as the defendant is determined to be eligible for indigent criminal defense services. The indigency determination shall be made and counsel appointed to provide assistance to the defendant as soon as the defendant's liberty is subject to restriction by a magistrate or judge. Representation includes but is not limited to the arraignment on the complaint and warrant. Where there are case-specific interim bonds set, counsel at arraignment shall be prepared to make a de novo argument regarding an appropriate bond regardless of and, indeed, in the face of, an interim bond set prior to arraignment which has no precedential effect on bond-setting at arraignment. Nothing in this paragraph shall prevent the defendant from making an informed waiver of counsel.

B. All persons determined to be eligible for indigent criminal defense services shall also have appointed counsel at pre-trial proceedings, during plea negotiations and at other critical stages, whether in court or out of court.

Comments:

1. The proposed standard addresses an indigent defendant's right to counsel at every court appearance and is not addressing vertical representation (same defense counsel continuously represents) which will be the subject of a future minimum standard as described in MCL 780.991(2)(d).

2. One of several potential compliance plans for this standard may use an on-duty arraignment attorney to represent defendants. This appointment may be a limited appearance for arraignment only with subsequent appointment of different counsel for future proceedings. In this manner, actual indigency determinations may still be made during the arraignment.

3. Among other duties, lawyering at first appearance should consist of an explanation of the criminal justice process, advice on what topics to discuss with the judge, a focus on the potential for pre-trial release, or achieving dispositions outside of the criminal justice system via civil infraction or dismissal. In rare cases, if an attorney has reviewed discovery and has an opportunity for a confidential discussion with her client, there may be a criminal disposition at arraignment.

4. The MIDC anticipates creative and cost-effective compliance plans like representation and advocacy through videoconferencing or consolidated arraignment schedules between multiple district courts.

5. This standard does not preclude the setting of interim bonds to allow for the release of incustody defendants. The intent is not to lengthen any jail stays. The MIDC believes that casespecific interim bond determinations should be discouraged. Formal arraignment and the formal setting of bond should be done as quickly as possible.

6. Any waiver of the right to counsel must be both unequivocal and knowing, intelligent, and voluntary. People v Anderson, 398 Mich 361; 247 NW2d 857 (1976). The uncounseled defendant must have sufficient information to make an intelligent choice dependent on a range of case-specific factors, including his education or sophistication, the complexity or easily grasped nature of the charge, and the stage of the proceeding.

# Standard 5 - Independence from the Judiciary

The MIDC Act requires the agency to establish minimum standards, rules, and procedures to adhere to the following: "The delivery of indigent criminal defense services shall be independent of the judiciary but ensure that the judges of this state are permitted and encouraged to contribute information and advice concerning that delivery of indigent criminal defense services." MCL 780.991 (1)(a).

The United States Supreme Court addressed the issue of independence in *Polk v Dodson*, 454 US 312, 321-322; 102 S Ct 445, 451; 70 L Ed 2d 509 (1981):

First, a public defender is not amenable to administrative direction in the same sense as other employees of the State. Administrative and legislative decisions undoubtedly influence the way a public defender does his work. State decisions may determine the quality of his law library or the size of his caseload. But a defense lawyer is not, and by the nature of his function cannot be, the servant of an administrative superior. . . Second, and equally important, it is the constitutional obligation of the State to respect the professional independence of the public defenders whom it engages. (Emphasis added.)

The MIDC proposes a minimum standard to ensure that indigent criminal defense services are independent of the judiciary:

A. The indigent criminal defense system ("the system") should be designed to guarantee the integrity of the relationship between lawyer and client. The system and the lawyers serving under it should be free from political and undue budgetary influence. Both should be subject to judicial supervision only in the same manner and to the same extent as retained counsel or the prosecution. The selection of lawyers and the payment for their services shall not be made by the judiciary or employees reporting to the judiciary. Similarly, the selection and approval of, and payment for, other expenses necessary for providing effective assistance of defense counsel shall not be made by the judiciary.

B. The court's role shall be limited to: informing defendants of right to counsel; making a determination of indigency and entitlement to appointment; if deemed eligible for counsel, referring the defendant to the appropriate agency (absent a valid waiver). Judges are permitted and encouraged to contribute information and advice concerning the delivery of indigent criminal defense services, including their opinions regarding the competence and performance of attorneys providing such services.

#### Staff Comment:

Only in rare cases may a judge encourage a specific attorney be assigned to represent a specific defendant because of unique skills and abilities that attorney possesses. In these cases, the judge's input may be received and the system may take this input into account when making an appointment, however the system may not make the appointment solely because of a recommendation from the judge.

# Standard 6 - Indigent Defense Workloads

The MIDC Act provides that "[d]efense counsel's workload is controlled to permit effective representation." MCL 780.991(2)(b). The United States Supreme Court has held that the constitutional right to counsel guaranteed by the Sixth Amendment includes the right to the effective assistance of counsel. The mere presence of a lawyer at a trial "is not enough to satisfy the constitutional command." Strickland v Washington, 466 US 668, 685; 104 S Ct 2052, 2063; 80 L Ed 2d 674 (1984). Further, the Fifth Principle of The American Bar Association's Ten Principles of a Public Defense Delivery System provides that a public defense system, in order to provide effective assistance of counsel, must ensure that "[d]efense counsel's workload is controlled to permit the rendering of quality representation."

The MIDC proposes a minimum standard for indigent defense workloads:

The caseload of indigent defense attorneys shall allow each lawyer to give each client the time and effort necessary to ensure effective representation. Neither defender organizations, county offices, contract attorneys, nor assigned counsel should accept workloads that, by reason of their excessive size, interfere with the rendering of quality representation.<sup>1</sup>

These workloads will be determined over time through special Michigan specific weighted caseload studies.<sup>2</sup> Until the completion of such studies, defender organizations, county offices, public defenders, assigned counsel, and contract attorneys should not exceed the caseload levels adopted by the American Council of Chief Defenders - 150 felonies or 400 non-traffic misdemeanors<sup>3</sup> per attorney per year.<sup>4</sup> If an attorney is carrying a mixed caseload which includes cases from felonies and misdemeanors, or non-criminal cases, these standards should be applied proportionally.<sup>5</sup>

These caseload limits reflect the maximum caseloads for full-time defense attorneys, practicing with adequate support staff, who are providing representation in cases of average complexity in each case type specified.

#### Staff comments:

- 1. The MIDC is mindful of caseload pressures on the prosecution and fully supports proper funding for prosecutors to have reasonable caseloads.
- 2. The MIDC is aware that the problem of excessive caseloads is one that needs to be resolved in tandem with compensation reform, so that attorneys do not need to take on too many indigent defense assignments to earn a living. The MIDC is concurrently proposing a standard on economic disincentives or incentives for representing indigent clients.
- The MIDC does not believe that caseload pressures should ever create a situation where indigent clients facing criminal charges do not receive the appointment of counsel.
- 4. Compliance plans should include a means to account for and audit caseload calculations.

<sup>&</sup>lt;sup>1</sup> Language parallels Supreme Court of Washington, In the Matter of the adoption of new standards for indigent defense and certification of compliance, Standard 3.2, June 15, 2012.

<sup>&</sup>lt;sup>2</sup> See e.g. Guldelines for Indigent Defense Caseloads, Texas Indigent Defense Commission, January 2015; The Missouri Project: A Study of the Missouri Public Defender System and Attorney Workload Standards, American Bar Association, June 2014. The MIDC has issued a Request for Proposals for a Michigan study.

<sup>&</sup>lt;sup>3</sup> Non-traffic misdemeanors include offenses relating to operating a motor vehicle while intoxicated or visibly impaired. MCL 257.625.

<sup>&</sup>lt;sup>4</sup> American Council of Chief Defenders Statement on Caseloads and Workloads, Resolution, August 24, 2007. "Per year" refers to any rolling twelve-month period, not a calendar year. <sup>5</sup> Id. An example of proportional application might be 75 felonies and 200 non-traffic misdemeanors in a caseload.

# Standard 7 - Qualification and Review

The MIDC Act calls for a standard establishing that "Defense counsel's ability, training, and experience match the nature and complexity of the case to which he or she is appointed." MCL 780.991(2)(c). Further, the Act requires that "Defense counsel is systematically reviewed at the local level for efficiency and for effective representation according to MIDC standards." MCL 780.991(2)(f). The MIDC's conditionally approved Standard 1 sets forth the requirements for the Education and Training of assigned counsel, and should be considered a prerequisite to, and means to achieve, the standard for qualification and review of criminal defense attorneys appointed to represent indigent accused defendants. The United States Supreme Court has held that the constitutional right to counsel guaranteed by the Sixth Amendment includes the right to the effective assistance of counsel. *Strickland v Washington*, 466 US 668, 685; 104 S Ct 2052, 2063; 80 L Ed 2d 674 (1984). The right to effective assistance of counsel applies equally whether counsel was appointed or retained. *Cuyler v Sullivan*, 446 US 335, 344–45; 100 S Ct 1708, 1716; 64 L Ed 2d 333 (1980).

The MIDC proposes a minimum standard for qualification and review:

- A. Basic Requirements. In order to assure that indigent accused receive the effective assistance of counsel to which they are constitutionally entitled, attorneys providing defense services shall meet the following minimum professional qualifications (hereafter "basic requirements"):
  - Satisfy the minimum requirements for practicing law in Michigan as determined by the Michigan Supreme Court and the State Bar of Michigan; and
  - 2. Comply with the requirements of MIDC Standard 1, relating to the Training and Education of Defense Counsel.
- B. Qualifications. Eligibility for particular case assignments shall be based on counsel's ability, training and experience. Attorneys shall meet the following case-type qualifications:
  - 1. Misdemeanor Cases
    - a. Satisfaction of all Basic Requirements; and
    - b. Serve as co-counsel or second chair in a prior trial (misdemeanor, felony, bench or jury); or
    - c. equivalent experience and ability to demonstrate similar skills.
  - 2. Low-severity Felony Cases
    - a. Satisfaction of all Basic Requirements; and
      - i. Has practiced criminal law for one full year (either as a prosecutor, public defender, or in private criminal defense practice); and
      - ii. Has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in <u>two</u> criminal cases that have reached a verdict, one of which having been submitted to a jury; or
      - iii. Have equivalent experience and ability to demonstrate similar skills.
  - 3. High-severity Felony Cases
    - a. Satisfaction of all Basic Requirements; and
      - Has practiced criminal law for two full years (either as a prosecutor, public defender, or in private criminal defense practice); and
      - ii. Has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in <u>four</u> criminal cases that have been submitted to a jury; or

- Has a significant record of consistently high quality criminal trial court representation and the ability to handle a high-severity felony case.
- 4. Life Offense Cases
  - a. Satisfaction of all Basic Requirements; and
    - i. Has practiced criminal law for five full years (either as a prosecutor, public defender, or in private criminal defense practice); and
    - ii. Has prior experience as lead counsel in no fewer than <u>seven</u> felony jury trials that have been submitted to a jury; or
    - iii. Has a significant record of consistently high quality criminal trial court representation and the ability to handle a life offense case.
- C. Review. The quality of the representation provided by indigent defense providers must be monitored and regularly assessed. Productivity is a component of the review process. Review is a process to evaluate the quality of the representation after an attorney has established the minimum requirements for eligibility. For attorneys seeking qualification under sections B(1)(c) or B(2)(a)(iii), the review process can be used for that purpose. In some cases, the review will give notice to an attorney whose performance can be improved. In all cases, the evaluation of attorneys must be made by peers in the criminal defense community, allowing for input from other stakeholders in the criminal justice system including judges, prosecutors and clients.

#### Staff Comments:

- 1. The Minimum Standard for Qualification and Review applies to all attorneys accepting assignments to represent defendants charged in adult criminal cases, including attorneys employed by a public defender office.
- 2. In public defender offices, equivalent experience in misdemeanor and low severity felony cases can include training programs or supervised assignments.
- 3. Misdemeanors, low-severity felonies and high-severity felonies are defined in the Michigan Legislative Sentencing Guidelines. A "life offense" for purposes of this Minimum Standard includes any case where the offense charged or enhancement sought subjects the accused defendant in a criminal case to life in prison.
- 4. The MIDC Act focuses on qualifications that relate to counsel's ability, training and experience. Other non-merit based qualifications that relate to counsel's membership in a bar association or maintaining a local business address shall not be given undue weight.
- 5. The MIDC discourages imposing a geographic limitation on counsel's practice area, so long as counsel can meet with a client on an as-needed basis without hardship to the client and can appear in court when required.
- 6. The appointing authority should maintain a list of qualified counsel, but has the discretion to reach outside of the list of locally qualified attorneys when required in order to appoint counsel with the ability, training and experience to match the nature and complexity of the case to be assigned.

# Standard 8 - Attorney Compensation (Economic Disincentives or Incentives)

Attorneys must have the time, fees, and resources to provide the effective assistance of counsel guaranteed to indigent criminal defendants by the United States and Michigan Constitutions. The MIDC Act calls for a minimum standard that provides: "Economic disincentives or incentives that impair defense counsel's ability to provide effective representation shall be avoided." MCL 780.991(2)(b). Fair compensation for assigned counsel may optimally be achieved through a public defender office, and the MIDC recommends an indigent criminal defender office be established where assignment levels demonstrate need, together with the active participation of a robust private bar. MCL 780.991(1)(b). In the absence of, or in combination with a public defender office, counsel should be assigned through a rotating list and be reasonably compensated. Contracted services for defense representation are allowed, so long as financial disincentives to effective representation are minimized. This standard attempts to balance the rights of the defendant, defense attorneys, and funding units, recognizing the problems inherent in a system of compensation lacking market controls.

The MIDC proposes the following minimum standard regarding economic incentives and disincentives:

**A. Rates of Payment for Salaried Public Defenders.** Reasonable salaries and benefits and resources should be provided to indigent defense counsel. The rates paid by the Michigan Attorney General for Assistant Attorneys General, or other state offices serve as guidance for reasonable compensation.

**B.** Compensation and Expenses for Assigned Counsel. Assigned counsel should receive prompt compensation at a reasonable rate and should be reimbursed for their reasonable outof-pocket, case-related expenses. Assigned counsel should be compensated for all work necessary to provide quality legal representation. Activities outside of court appearances, such as directing an investigation, negotiating, or tactical planning, etc., require no less legal skill and expertise than in-court appearances, and are equally important to quality representation.

Attorney hourly rates shall be at least \$100 per hour for misdemeanors, \$110 per hour for non-life offense felonies, and \$120 per hour for life offense felonies. These rates must be adjusted annually for cost of living increases consistent with economic adjustments made to State of Michigan employees' salaries. Counsel must also be reimbursed for case-related expenses as specified in Section E.

To protect funding units, courts and attorneys alike, local systems should establish expected hourly thresholds for additional scrutiny. Assigned counsel should scrupulously track all hours spent preparing a case to include with invoice submission. All receipts or documentation for out-of-pocket and travel-related expenses actually incurred in the case qualifying for reimbursement should be preserved. Fee requests which exceed expected hourly thresholds should not be paid until an administrative review indicates that the charges were reasonably necessary.

Event based, capped hourly rates, and flat fee payment schemes are discouraged unless carefully designed to minimize disincentives and provide compensation reasonably expected to yield an hourly rate of compensation equivalent to the required minimum rate. If utilized, these alternative schemes must be based on a compensation system that realistically assesses the cost of providing competent representation, including the costs of trial,

investigation, expert assistance, and extraordinary expenses, and should take into consideration objective standards of representation consistent with those set forth in other minimum standards for indigent defense. They should also follow all expense reimbursement guidelines in Section E.

**C.** Contracting for Indigent Defense Services. The terms of any indigent defense contract should avoid any actual or apparent financial disincentives to the attorney's obligation to provide clients with competent legal services. Contracts may only be utilized if:

- They are based on reliable caseload data, and in conjunction with a method, specified in the contract, for compensation to account for increases or decreases in caseload size;
- (2) They are based on a compensation system that realistically assesses the cost of providing competent representation as described above in Section B;
- (3) They provide for regular, periodic payments to the indigent defense organization or attorney;
- (4) They include a mechanism to seek reimbursement for case-related expenses;
- (5) They include a provision allowing for counsel to petition for additional compensation for the assignment of co-counsel in any case where the offense charged or enhancement sought subjects the indigent defendant to life in prison;
- (6) They implement the MIDC required hourly rates; when hourly schemes are not utilized, local systems must demonstrate that compensation is at least equivalent to these rates.

**D. Conflict Counsel.** When any conflict of interest is identified by a public defender office or by assigned counsel, that case should be returned for reassignment to the designating authority. Payments to conflict counsel (fees or any other expenses incurred during the representation) shall not be deducted from the line item or contract negotiated with the primary providers (public defender office, house counsel, assignment system or through any agreement with private attorneys or law firms).

**E. Reimbursements.** Attorneys must be reimbursed for any reasonable out-of-pocket expenses they incur as a result of representation. Mileage should be reimbursed based on prevailing local norms and should not be less than State of Michigan standard published rates.

**F. Payments.** Vouchers submitted by assigned counsel and contract defenders should be reviewed by an administrator and/or her and his staff, who should be empowered to approve or disapprove fees or expenses. This is efficient, ensures the independence of counsel, and relieves judges of the burden of this administrative task. It also helps to equalize fees through a centralized fee-approval system. Vouchers should be approved in a timely manner unless there is cause to believe the amount claimed is unwarranted. In lengthy cases, periodic billing and payment during the course of representation should be allowed.

Expenditure of public dollars should be subject to control mechanisms and audits that verify expenditure accuracy. This should be accomplished by following generally accepted procedures that separate staff duties; establish billing policies; and ensure thorough review of vouchers, including benchmark setting and investigation where necessary. The approval process should be supported by an efficient dispute resolution procedure.

#### Sources and Authority for Proposed Standard 8:

A Race to the Bottom: Speed & Savings Over Due Process: A Constitutional Crisis, National Legal Aid & Defender Association (2008).

U.S.C.A. Const. Amend. 6; Mich. Const. 1963 Art. 1, § 20.

ABA 10 Principles of a Public Defense Delivery System (Principle 8).

American Bar Association Criminal Justice Standards for Providing Defense Services, Standard 5-2.4.

*Position Paper on Reasonable Fees After the Passage of the MIDC Act,* Michigan Indigent Defense Commission (Summer 2016).

In re Atchison, No. 292281, 2012 WL 164437 (Mich. Ct. App. Jan. 19, 2012).

Staff Comments;

- 1. Attorneys should be reimbursed for expenses for investigators, expert witnesses, transcripts, and any reasonable out-of-pocket expenses incurred in the course of representation.
- 2. For hourly payments, local systems should establish protocol through which indigent defense administrators oversee the submission, review and approval of invoices for both assigned counsel and contract counsel. Attorneys should be directed to submit explanations for any invoices in which their hours exceed the expected maximum hours. After attorneys submit itemized bills, the administrator and/or staff should review and determine whether the case falls into the category of minimal scrutiny, meaning that it falls within the expected number of allotted hours, or the category of heightened scrutiny for exceeding an expected hourly threshold, meaning the administrator needs to further investigate the invoice. Bills should not be automatically approved or denied if they fall too far above or below the expected threshold, but rather the attorneys' explanations should be reviewed, and if the administrator does not find the explanation sufficient, the administrator should invite further explanation. Upon receiving additional details, the administrator then makes a final decision. All local systems should have policies in place that outline voucher review procedures, including the right for attorneys to appeal decisions and the right for administrators to remove attorneys from panel lists or terminate contracts for ongoing submissions that exceed the threshold. Other appropriate remedies or punishments for abusive billing practices should be developed by local systems.
- 3. Due to the potential to disincentivize quality representation, event based, capped hourly rates, and flat fee payment schemes will be subjected to increased monitoring and auditing as a condition of receiving MIDC funds.
- 4. The MIDC will collect data on event based, capped hourly rates, and flat fee payment schemes for the first year after implementation of this standard and revise the standard if these schemes are disincentivizing quality representation.

### Standard for Determining Indigency and Contribution

The MIDC Act requires the MIDC to "promulgate objective standards for indigent criminal defense systems to determine whether a defendant is indigent or partially indigent." MCL 780.991(3)(e). It also directs the MIDC to "promulgate objective standards for indigent criminal defense systems to determine the amount a partially indigent defendant must contribute to [their] defense." MCL 780.991(3)(f). The United States Supreme Court has long recognized that "[t]here can be no equal justice where the kind of trial a man gets depends on the amount of money he has." *Griffin v Illinois*, 351 US 12, 19; 76 S Ct 585; 100 L Ed 891 (1956). The MIDC is also mindful that a system of screening for indigency should not create "cumbersome procedural obstacles" for a defendant. *Alexander v Johnson*, 742 F2d 117, 124 (CA 4, 1984).

Accordingly, the MIDC proposed a minimum standard for those local funding units that elect to assume the responsibility of making indigency determinations and for setting the amount that a local funding unit could require a partially indigent defendant to contribute to their defense. The version approved by the Commission is as follows:

#### **Definitions**

As used in this Standard:

"Appointing authority" means the individual or office selected by the local funding unit that determines indigency and approves requests for counsel and/or requests for experts and investigators.

"Available assets" means funds and property in which defendant has an ownership interest and ability to liquidate that are not exempt assets.

"Basic living expenses" means costs related to those needs which must be met in order to avoid serious harm in the near future. These costs include, but are not limited to, housing, food, clothing, childcare, child support, utilities, medical insurance, other necessary medical expenses, and transportation (fares, car payments, car insurance, gasoline).

"Contribution" means "an ongoing [payment] obligation [for one's defense costs] during the term of the appointment." *People v Jose*, 318 Mich App 290, 298; 896 NW2d 491 (2016).

"Current monthly expenses" means those costs that defendant pays on a regular monthly basis. These costs include, but are not limited to, basic living expenses, court obligations, minimum credit card payments, loan payments, tuition payments, phone, internet, and cable. If an expense is not assessed in monthly installments but should be treated as a current monthly expense because it is a regularly occurring or long-term obligation, the expense should be converted to monthly installments.

"Exempt assets" means funds and property that defendant would be able to protect from levy and sale under execution under MCL 600.6023 if they were a judgment debtor or funds and property that defendant would be able to exempt under 11 USC 522 if they were a debtor in a bankruptcy case. Defendant must choose either the state or federal exemptions.

"Gross Income" means funds or compensation periodically received from any source during a 52-week period. Gross income includes, but is not limited to, wages, pensions, stock dividends, rents, insurance benefits, trust income, annuity payments, and public assistance.

"Indigent" means an inability to obtain competent legal representation on one's own without substantial financial hardship to one's self or one's dependents.

"Local funding unit" means the governmental entity or entities listed as a grantee in the grant contract with the MIDC.

"Net income" means gross income minus those deductions required by law or as a condition of employment. These deductions include, but are not limited to, taxes, union dues, and funds withheld pursuant to a garnishment or support order.

"Partially indigent" means an inability to afford the complete cost of legal representation but an ability to contribute a monetary amount toward one's representation. "Prosecuting authority" means any governmental agent or entity pursuing charges against defendant.

"Public assistance" means governmental benefits or subsidies like food assistance, temporary assistance for needy families, Medicaid, disability insurance, or public housing.

"Reimbursement" means a repayment "obligation arising after the term of appointment has ended." Jose, 318 Mich App at 298.

"Seasonal income" means income that is earned from regularly reoccurring employment that lasts for 26 weeks or less in any 52-week period.

"Substantial financial hardship" means an inability to meet the basic living expenses of one's self or one's dependents.

#### Indigency Determination

(a) A system must have a reasonable plan for screening for indigency which is consistent with this Standard. A plan that leaves screening decisions to the court can be acceptable.

(b) A defendant is rebuttably presumed to be indigent if defendant receives personal public assistance, earns a net income less than 200% of the federal poverty guidelines, is currently serving a sentence in a correctional institution, is less than 18 years of age, and/or is receiving residential treatment in a mental health or substance abuse facility. See MCL 780.991(3)(b). (c) A defendant who cannot, without substantial financial hardship to themselves or to their dependents, obtain competent, qualified legal representation on their own also qualifies for appointed counsel. MCL 780.991(3)(b).

(d) Factors to be considered when determining eligibility for appointed counsel under subparagraph (c) include net income, property owned by defendant or in which they have an economic interest to the extent that it is an available asset, basic living expenses, other current monthly expenses, outstanding obligations, the number and ages of defendant's dependents, employment and job training history, and their level of education. MCL 780.991(3)(a). In addition, the seriousness of the charges faced by defendant, whether defendant has other pending cases, whether defendant is contributing to the support and maintenance of someone other than a dependent, and local private counsel rates should also be considered. This subsection does not provide an exhaustive list of factors for the appointing authority to consider.

(e) A defendant who cannot obtain competent counsel on their own without substantial financial hardship, but who has the current or reasonably foreseeable ability to pay some defense costs, is partially indigent.

(f) A defendant must be screened for indigency as soon as reasonably possible, but a determination as to whether a defendant is partially indigent can be deferred until contribution or reimbursement is requested or ordered.

(g) Defendants who have retained counsel or who are representing themselves can request to be screened for indigency in order to qualify for expert and investigator funding.

#### Household and Marital Income

The appointing authority will not presume that defendant can use household income, including income of a spouse, and joint marital assets to pay defense costs unless it has information that defendant's household income and/or joint marital assets should be considered.

#### Joint Bank Accounts

The appointing authority will presume that defendant owns 50% of the funds in a joint bank account. Defendant must inform the appointing authority if they own more than 50% of the funds in a joint bank account. Conversely, defendant can rebut the presumption of 50% ownership by submitting a sworn statement explaining why the presumption should not apply.

#### Seasonal Income

If defendant earns a seasonal income, the appointing authority should consider how defendant's expected annual income compares to the federal poverty level instead of comparing defendant's current monthly income to the federal poverty level. For example, the federal poverty level for Defendant A's household is \$4,000 per month. Defendant A earns his annual income over three summer months when Defendant A makes \$9,000 to \$10,000 per month. Even though Defendant A's current monthly income is double the federal poverty level, Defendant A should be treated as someone who only makes about 75% of the federal poverty level.

#### Self-Employment Income

If defendant is self-employed, the appointing authority should consider defendant's adjusted gross income. Adjusted gross income is determined by deducting business expenses and any expenses required by law from gross income. An expense is a "business expense" if it is ordinary and necessary. Expenses are ordinary if they are common and accepted in defendant's trade or business. Expenses are necessary if they are helpful and appropriate for defendant's trade or business,

#### Educational Grants and Scholarships

A grant or scholarship, or any part thereof, is not income unless it is provided to defendant on a periodic basis and it exceeds the tuition and boarding costs paid to an educational provider. A grant or scholarship is an available asset to the extent that it exceeds defendant's tuition and boarding costs and is allowed to be used for non-tuition and boarding expenses by the grantor. For example, Defendant A receives a number of grants and scholarships at the beginning of the school year. Defendant A has no boarding costs and has \$1,000 in scholarship funds left over after paying tuition. Although the \$1,000 is not income, it is an available asset. Student loan proceeds, however, are not available assets.

#### Liquidation of Assets

The appointing authority can only consider defendant's income and available assets when deciding whether defendant has sufficient means to retain counsel. Under no circumstances can the appointing authority demand that defendant liquidate or mortgage an exempt asset.

#### **Debts as Disqualifiers**

The appointing authority cannot reject a request for counsel because defendant has a regularly recurring expense that the appointing authority deems excessive unless the appointing authority can show that the expense is unnecessary, can be easily eliminated, and the elimination of the expense would result in defendant having sufficient income to retain counsel. For example, if Defendant A has a \$150 monthly cellphone bill, Defendant B has a \$600 monthly car payment, and Defendant C has a \$1,700 mortgage, they might be eligible for appointed counsel.

#### Change in Financial Condition

The effect of a change in defendant's financial condition during the course of the case depends on whether the change is positive or negative for defendant.

(a) If defendant's financial condition declines during the case, defendant can request to be rescreened to see if counsel should be appointed or if the contribution amount should be reduced or eliminated. This rescreening should occur as soon as reasonably possible.

(b) If defendant's financial condition significantly improves during the course of the case, a redetermination of defendant's status as indigent/partially indigent should be made and a redetermination of defendant's contribution payments should occur. If defendant has sufficient income and/or available assets, defendant should make contribution payments equaling 100% of the costs of representation. There should never be a change of attorney by the court or appointing authority based solely on defendant's new ability to retain counsel.

(c) Defendant has an ongoing duty during the pendency of the case to report significant improvements in their financial condition to the appointing authority. The obligation to report a change of financial condition belongs exclusively to defendant, not their attorney.

(d) The prosecuting authority lacks standing to challenge the continuation of appointed counsel due to defendant's improved financial condition.

#### Appointing Authority

Except as otherwise provided, a local funding unit can designate the individual(s) or entity of its choice to review applications for the appointment of counsel provided that they agree to comply with all applicable MIDC Standards and policies and they agree to take adequate measures to safeguard the sensitive nature of the information disclosed during the application process. Only a licensed attorney, however, can review requests for experts and investigators.

Managed assigned counsel coordinators and public defender offices can serve as appointing authorities. Anyone currently employed by a court funded by the local funding unit cannot serve as an appointing authority or be employed by the appointing authority to assist with their screening responsibilities.

#### **Obligations of Appointing Authority**

(a) When defendant provides information about their financial condition under oath or affirmation, the appointing authority has no obligation to independently verify the information or require supporting documentation from defendant. This Standard, however, does not prohibit the Appointing Authority from investigating defendant's financial situation or requiring defendant to provide supporting documentation.

(b) Information about defendant's financial situation is confidential and the Appointing Authority can only disclose this information with defendant's consent, upon court order, or upon request from the MIDC or its designee for purposes of auditing, data collection, or investigation.

(c) This Standard does not impose an obligation on the Appointing Authority, assigned counsel, or the funding unit to recover defense costs from defendant.

#### Cost of Indigency Assessment

There is no cost for requesting an assessment for indigency. No screening costs can be passed to defendant.

#### **Contribution**

This Standard does not require local funding units to seek contribution. But if a local funding unit elects to pursue contribution in a specific case, this Standard controls, among other things, when and how much contribution can be sought.

The appointing authority cannot require an indigent defendant to contribute to the cost of their defense.

An appointing authority cannot require a partially indigent defendant to contribute to the cost of their defense if doing so would cause defendant a substantial financial hardship.

In setting the amount of contribution, the appointing authority should first subtract defendant's current monthly expenses from defendant's monthly net income. If the result is negative, the appointing authority cannot require contribution. If the result is positive, the appointing authority shall direct defendant to remit no more than 25% of the result each month. For example, Defendant A's net monthly income is \$2,000. Defendant A's current

monthly expenses are \$1,600. Defendant A should contribute \$100 per month towards Defendant A's defense costs.

The amount of contribution payments cannot be based on whether Defendant could convert an available asset into cash. Nonexempt funds belonging to defendant, however, could be directed to be paid as a single lump sum payment that is no more than 25% of the total amount of the nonexempt funds. For example, Defendant A has \$500 in nonexempt funds. Defendant A could be directed to make a single contribution payment totaling \$125. Funds from Social Security and other means-tested benefits are always exempt from contribution when in the hands of the benefits recipient.

The appointing authority may adjust the amount and/or timing of contribution payments as necessary to avoid causing defendant a substantial financial hardship. Under no circumstances will defendant be required to contribute more than the actual cost of defense. If defendant fails to pay any ordered contribution, the local funding unit may seek a wage assignment.

Defendant's obligation to make contribution payments ends at sentencing or when defendant's defense costs are paid—whichever is earlier. If at sentencing the sum of defendant's contribution payments are less than the cost of defendant's defense, the appointing authority can request reimbursement at defendant's sentencing. If defendant contributed more than the cost of their defense, if all charges against defendant are dismissed, or if defendant is found not guilty of all charges against them, the amount of defendant's contribution payments must be refunded to defendant. If defendant becomes indigent during the proceedings, defendant's contribution payments must be applied towards the costs of defendant's defense before they can be used to pay any assessment.

#### Judicial Review

(a) If defendant disagrees with the appointing authority's decision to deny defendant's request for appointed counsel, an expert, or an investigator or its decision concerning contribution, defendant can request a review of the determination by the judge assigned to defendant's case. This right of review also applies to Defendant's second or subsequent request for counsel and second or subsequent request for review of a contribution determination.

(b) Defendant can request a review by making an oral motion while on the record or by filing a Request for Review of Appointing Authority Determination form or other document seeking review with the court. The appointing authority shall provide defendant with a copy of the Request for Review of Appointing Authority Determination form with its denial of the request for appointed counsel.

(c) The prosecuting authority lacks standing to seek judicial review of the appointing authority's decision to appoint or deny counsel or the appointing authority's decision concerning contribution.

(d) Defense counsel lacks standing to seek judicial review of the appointing authority's decision to appoint counsel.

#### **Determination of Reimbursement**

The Michigan Supreme Court has determined that the U.S. Constitution does not require that defendant's foreseeable ability to pay be considered before a defendant can be directed to pay reimbursement for appointed counsel. *People v Jackson*, 483 Mich 271, 290; 769 NW2d 630 (2009). But "[t]he public would not be profited if relieved of paying costs of a particular litigation only to have imposed on it the expense of supporting the person thereby made an object of public support." *Adkins v E I DuPont de Nemours & Co*, 335 US 331, 339; 69 S Ct 85; 93 L Ed 43 (1948).

Local funding units should only seek reimbursement from defendants who have a meaningful ability to pay it. Thus, if a defendant is indigent, and is expected to remain indigent in the near future, the local funding unit should not seek any reimbursement for defense costs.

The amount of requested reimbursement cannot exceed the actual cost. Local systems with a public defender office, however, can use an average hourly cost that encompasses employee salaries, fringe benefits, and office overhead when determining attorney's fees. This average hourly cost cannot exceed the hourly rate paid to attorneys on the local system's roster of conflict attorneys for the same type of case.

The amount of a reimbursement request should not cause defendant substantial financial hardship. In deciding the amount of reimbursement to request, the local funding unit should consider defendant's current income, available assets, current monthly expenses, and dependents, as well as any reasonably anticipated changes to defendant's economic situation in the near future.

Many defendants will be unable to afford to repay their cost of defense in a lump sum payment. When that is the case, the local funding unit should suggest a payment plan based on what defendant could reasonably afford to pay towards defense costs for up to two years if defendant were convicted of a misdemeanor or up to five years if defendant were convicted of a felony. During the repayment period, the amount and/or timing of installment payments should be adjusted as necessary to avoid causing defendant a substantial financial hardship. If defendant has good cause for failing to pay the full amount of the requested defense costs by the end of the repayment period, the local funding unit should ask the court to waive the balance. Similarly, while it may be appropriate to have the probation department assist the court in collecting defense costs, it is inappropriate to make defendant's failure to pay a probation violation absent a determination that the defendant is able to comply with the order without manifest hardship and that the defendant has not made a good-faith effort to comply with the order. See MCR 6.425(E)(3)(a).

#### Comments:

- 1. When assessing the reasonableness of a proposed plan for indigency screening, the Commission will generally look at whether the plan ensures that each defendant's financial situation is properly considered and the cost of the screening plan. The Commission also acknowledges that a screening plan should not require screening of defendants for whom there is no possibility of incarceration upon conviction. See MCL 780.983(f)(i).
- 2. The MIDC Act provides that a rebuttable presumption of indigency arises when a defendant earns an income less than 140% of the federal poverty guideline. MCL 780.991(3)(b). Research and input from stakeholders, however, reveals that it is unlikely that a defendant earning an income less than 200% of the federal poverty guideline would be able to retain counsel without experiencing substantial financial hardship.
- 3. A public defender office or managed assigned counsel coordinator who is screening for indigency should be mindful of the rules concerning conflicts of interest.
- 4. This Standard should be liberally construed to favor the appointment of counsel and the granting of requests for expert and investigator fees. See People v Gillespie, 41 Mich App 748, 753; 201 NW2d 104 (1972) (ambiguities about defendant's ability to retain counsel should be resolved in defendant's favor).

Section 10, Item C.

Section 11, Item A.

MEMO 21 - 53

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services

DATE: October 7, 2021

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; however, there are no changes from 2021 to 2022. City Attorney Lisa Anderson 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.

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

Attachments

Recommended for Approval as Submitted:

Bruce Smith dministrator

CITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT



Warren C. Evans County Executive

Page 1 of 3

October 1, 2021

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

RE: A-22054 2022 Annual Permit Package Wayne County Department of Public Services Engineering Division – Permit Office

Attention: Frank Schulte

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

2021 Annual Permits Package Wayne County Department of Public Services Engineering Division – Permit Office Page 2 of 3



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: Anthony Amaro 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 734.858-2768,

# **Respectfully Submitted,**

and A. Son-

Randa Saghir Administration Management

2021 Annual Permits Package Wayne County Department of Public Services Engineering Division – Permit Office Page 3 of 3



C: file

Attachments: Annual Permit Scope of Work and Conditions for Municipal Maintenance Permits Annual Special Events Attachment for Municipalities Banner Attachment for Municipalities General Conditions and Limitations of Permits

Indemnity and Insurance Attachment

Model Community Resolution

Section	11.	ltem	Α.
000000	,		

			ļ	L
PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 595-8504 FAX (734) 595-6355 72 HOURS BEFORE ANY CONSTRUCTION, CALL Various Staff (734) 595-6504, Ext: 2009 FOR INSPECTION	DEPARTMENT O	E COUNTY F PUBLIC SERVICES PERATE, USE AND/OR MAINTAIN	PERMIT No <b>A-220</b> ISSUE DATE 1/1/2022 REVIEW No	D54 EXPIRES 12/31/2022 WORK ORDER 79636
PROJECT NAME				******
GROSSE POINTE WOODS - MAIN	TENANCE			
LOGATION		· · · · · · · · · · · · · · · · · · ·	CITY/TWP	
VARIOUS ROADS ( )			GROSSE POINTE	WOODS
PERMIT HOLDER		CONTRACTOR	·	
CITY OF GROSSE POINTE WOOD 20025 MACK PLAZA DR GROSSE POINTE WOODS, MI 48				
CONTACT		CONTACT		
FRANK SCHULTE	(313) 343-2460	<blank></blank>		
DESCRIPTION OF PERMITTED ACTIVITY	(72 HOURS BEFORE YOU DIG, CA	LL MISS DIG 1-800-482-7161, www.missdig.or		
	OF COUNTY ROADS FOR THE BELC N. REPAIR AND ROUTINE MAINTENA AIR AND ROUTINE MAINTENANCE.	DW ACTIVITIES:	-	

4. SIDEWALK REPAIR AND REPLACEMENT.

5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

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

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

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

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

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE PLAN RÉVIÈW FEE PARK FEE OTHER FEE	30 00 \$0 00 \$0 00 \$0 00		PLANS APPROVED BY DATE PLANS APPROVED 1/1/2022
BOND INSPECTION DEPOSIT OTHER BOND TOTAL COSTS	\$0 00 \$0 00 \$0 00	LETTER OF CREDIT DEPOSITOR	REQUIRED ATTACHMENTS GENERAL CONDITIONS SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS INDEMNITY AND INSURANCE ATTACHMENT
TOTAL CHECK AMOUNY			SAMPLE COMMUNITY RESOLUTION RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
CASHIER	\$0.00 DATE 1/1/2022		wyw wdynecounty.com/dps_engineering_cooffice_him (PERMIY valio dwl y 16 Accompanie) Hy Andrei a i tachwearsu

In consideration of the Parinet Holder and Contractor agrocing to abide and conform with all the ferms and conditions herein, a Permit is hareby issued to the above animet to Construct. Operate, Use and/or Maintam within the Road Right of Way, County Essement, and/or County Property - The permitled work described above shall be and/or provide the Above animet to Construct. Operate, Use and/or and Statements diad with the Pornit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Atlachments are incorporated as part of this Permit.

			WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES	
FRANK SCHULTE PERMIT HOLDER / AUTHORIZED AGENT		DATE		PREPAREO UY
«BLANK» CONTRACTOR / AUTHORIZED AGENT	, ,	DATE	VALIDATED 9Y	DATO



# 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
- 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**

- Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
- The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
- 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.

#### <u>Sidewalk</u>

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.
- 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.
- Any work not covered under the annual scope of work and conditions above shall require a separate permit. Refer to the Wayne County Rules, Specifications and Procedures Construction Permits.
- 4. All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.



Wayne County Department of Public Services Engineering Division – Permit Office

Indemnity and Insurance Attachment

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

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

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

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

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

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

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

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

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

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



#### Wayne County Department of Public Services Engineering Division -- Permit Office

#### Conditions & Limitations of Permits

Plan Approvat and Specifications. AB work performed order the permit shall be done in accordance with the approved plans, specifications, orage, statements and special conditions filed with the County and shall comply Pan Approval and Specifications: All look performed industive fromts that be able in as approved prant, specifications, maps, internents and specifications and specificati change to the plant most be app

Feet The Permit Holder shall be responsible for all feet and starts incurred by the County in connection with the permit and shall depivil payment for feet and posts as determined by the County or the inter the permit is

Bond. The Permit Holder shall fornish a bond to cash or Certified obeck in an answin acceptable to the Caunty to guarance under the contributions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including aspection cashs or damages incurred by the County through the granting of the permit. Should the bond be inselfacent to cover the expenses and damages incurred by the County, the Permit Holder shall be received to the county the granting of the permit Holder shall be received to the county the county in a state of satisfactory performance and the county the county is a special of the permit. Should the bond be inselfacent to cover the expenses and damages incurred by the County, the exceet performance should not be county to guarantic to the county. The assess performance should permit be related to the Department of the exceed performance should provide for herein, which it cannot be related, shall be deposited into the County Road ford and become a part thereof, unless claimed by the Deposition with one year of the date of satisfactory completion of the county count authorized by the permit when one year of the date of satisfactory completion of the county counter of the permit of the permit of the permit of the county of the permit of the permit of the county counter of the county counter of the permit of the permit of the county of the permit of the county of the permit of the counter of the counter of the counter of the counter of the county of the permit of the permit of the counter of

Insurance. The Perinit Hotter shall formish proof of liability and property demage insurance in the form and amounts screptable to the County with Wayou County named as an insured party. The Perinit Hotter shall individual this insurance until the permit is released, revoked in cancalled by the County

Indemnification / Hold Raemleys Sub-Section I therein applies to all Pornit Holdery occups Municipatives. Sub-Section 2 hourin applies to Municipatives maty

- To the extent allowed by law, the Permit Hulder shall indemnify, hold harmlens and defand Wayne County, its Department of Public Services, its officials and employees against any and all claims, unit and judgments to which the County, the Department, its officials and employees against any and all claims, unit and judgments to which the County, the Department, its officials and employees against and employees and all claims, unit and judgments to which the County, whether due to negligence of the Permit Holder on to the joint negligence of the Permit Holder and the claims, and entry 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 end all work performed under the permit, or in connection with work and autorized by the permit, or resulting from failure to comply with the terrate of the permit of a strategies of the work product that is the subject of the permit. This hold barnless provision autorities of the permit of the permit. not be construed as a waiver of any governmental community by the County
- To the extent allowed by law, the Municipality as Period. Unified what hold barnless and detend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, training acts, unters, in variasiums, and the acts, extents, at emissions of any of its employees, on account of injury to persons or Jamego to property, including property of the County, arising not of any and all work performed under the permit, or in connection with work not autoanced by the permit, or resulting from fulture to comply with the terms of the permit, or arising not of the continued existence of work product that is the subject of the permit. Sub-reaction 1 allows applies to constraint, concepts of the Numicipality. This hold harmess provision must not be commend as a waiver of any governmental immunity. by the County or the Municipality's, as prayided by starate or modified by enalt decisions

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

Notification for Start and Completion of Work. The permit shall out become operative until it has been fully executed by the County. The Permit Holes shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holdes or their representative shall been follower applies of the executed permit and topower plans in their pessosion on the job site et all times

- The Permit Holder shall provide at least three (1) days advanced nullce, evoluting Saturdays, Sandays and hulidays, 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 sectain 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 Indiger shall notify the Wayne County Esspector at least 24 hours prior to readming work
- The Permit Honder shall comply with all requirements of the Miss Old Statute, MCL, §460 701 c. set, as anothed. The Permit Holder shall call "MISS,OMP", of (600) 982-7161, or least 72 hours, excluding Saturdays, Sundays and huidays, but out more than twenty-ore (21) calendar days, before starting any useful ground work. The Permit Holder assentes all requiribility for damage to or interruption of underground utilities
- 1 The Permit (folder shall call Wayne County Department of Public Services' Fraffic Operations Office at (734) 935-2159, at least 72 hours prior, ceclusing Saterdays, Standays and Indidays, top not more than recently-one (21) calendar days, before summing any underground work in the vicinity of any nuffic signal equipment award, operated or maintained by Wayne County

Subty: The Pernit Holder agrees that all work under the pernit that the performed in a safe manner and to keep the area sifewed by the pernit in a safe condition until the work is completed and accepted by the County The Pernit Head or shall duringly, install, and training of the pernit in a safe conductive shall during the state conductive shall during the pernit in a safe conductive shall during the pernit in a safe conductive shall during the state conductive shall during the pernit in a safe conductive shall during the shall conduct and accepted by the County the pernit in a safe conductive shall during the shall conduct and accepted by the count of the pernit in a state shall conduct and accepted and accepted by the County that are in accepted and accepted and accepted by the County the shall conduct all accepted and accepted and accepted by the pernit in a state shall conduct and and an all conductive shall be pernit in a state of the pernit in a stat Holdar shall comply with all applicable OSHA and MIOSHA requirements

Paderpround Chillter. The Permit Unider shall center all ordity owners regarding their factores prior to starting work and shall comply with all applicable provisions of Act 32, Public Acts of 1974, as annualed. Wayne County tasks no warranty other expressed or implied as to the condition or anitability of substrates conditions or any existing facility which may be commoned during an execution. The presence or there expressed or the interruption and damage in undergraned utilities in have due 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 in undergraned utilities. The Parant Hulder is responsible for proper disposal, in accuratione with current regulations, of any material ecovated from within the righter fively. Such interactive without limitation, soils or groundwater contaminated by perform products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tasks.

Assignability - the permit is neither transferable nor assignable without the written concent of the County

Limitation of Permit. The Applicant and the Permit Huller shall be responsible for oblashing and shall secure any penniss on permission necessary or required by law from State, federal or other local governmental approises and juriadictions, computations or individuals. These include, without bulkation, these performs required by fave for oblashing to drains, infland lakes and scenars, wetlands, would ruds, floring, asies regulation and issues of operation. Transme of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local againeds.

Access of Other Vehicles The Permit Bolder shall, at all times possible, maintain a trainitium of one acceptable access in all shutting occupied properties, driveways and slide streets unless inferiore specified on the approved plant. The Permit Bolder shall unlife all times possible, maintain a trainitium of one acceptable access in all shutting occupied properties, driveways and slide streets unless inferiore specified on the approved plant. The Permit Bolder shall unlife all travels unless inferiore streets in a genetic shall define access the all the Permit Bolder shall unlife all travels unless intervieways and table improvements necessary to ensure adoptate acress null the readyry, driveway is de street is reasoned. The Permit Bolder shall unlike order all unlike one access the state and intervieway to ensure adoptate acress null the readyry, driveway is de street is reasoned. The Permit Bolder shall unlike one and under all unlike one access the readynes of works by the Permit Bolder shall unlike onder all under Grunty reserves the right to ensure adoptate acress of works by the Permit Bolder shall unlike one and under all unlike one access the right to ensure adoptate acress of works by the Permit Bolder shall unlike the trace of readynay and hight-of-way restantion, including permanent or temporary pavement. Wayne Gounty may require that work he outpointed backfilling of open tranches or executions has been completed and driveways, so de grows and driveways. restated

Restantation The Period Holder agrees to restore the County read and load right-of-way. County erain estenated of County park property to a condition equal to or before than ity condition before were under the period Resultant in the pennit finder fails to astraction between the permittened work area. Wayne County may take all practical actions necessary to provide variantial equation of soil constrained problem tracks area wayne and the madway he postacred or that the work will not be completed by the Permit Hulder, the Permit Thalder shall restore the right-of-way to a condition similar to the condition that existed prove to two one of the general

Acceptione - Acceptance by the County of work performed dues not reheve 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 prevence of the Permit Holder's facility located within the County road right-of-way. County itam essences or County park property

Permit Explosition and Extension of Time - All work and unized by the permit shall be completed to the considerion of the Permit UNRce on or before the explication date specified in the permit - Any respect for an excess To the completion shall be the completed County form and shall be constructed or the sama between the second or th

Responsibility - the design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the everytion that the Permit Holder will not be responsible for among that widenings or similar facilities which become past of the County tondscay

Reversation. The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shaft surrander the permit, ease operations and remove, after or reforme, after expense, the facilities for which the permit was granted. The Permit Holder expressly values any right to claim damages for compensation resulting from the revocation of the permit.

Violation The County may declare the period 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 reportation of the Permit Holder's facilities and report at the Permit Holder's facilities and report the sorte automation of the Permit Holder's facilities and report at the Permit Holder's facilities and report at the Permit Holder's facilities and report at the Permit Holder's facilities and report the South the work automated by the permit expiration date, the County may use all on any posterior of the permit expiration for the permit experises and report as necessary for reasonably tafe and efficient operations and maintenance, or to establish extraordinary unstances procedures at required to assure reasonably tafe and efficient operations of the permit expiration of the permit expiration of the permit expension of the facilities and report to assure reasonably tafe and efficient operations of the facilities and report to assure reasonably tafe and efficient operations of the facilities and the south the south the south the south for the permit expiration of the facilities and the permit expiration of the permit expiration of the facilities and the permit expiration of the permit expiration of the facilities and the permit expiration of the facilities and the permit expiration of the facilities and the permit expiration of the permit expiration of the permit expiration of the County Lightly

Inspection and Texting of Materials. Wayne County reserves the right of inspection and the texting of materials by its authorized representatives of all permitted activaties and/or activatives within the related right-of-way. County awared property or within a County drain ensement. All dems identified by the final inspection shall be related prior to release of the permit. All materials and methods officed during the course of the authorized permit work shall need the permit work shall need the requirements of the current MDRT Standard Specifications for County drain and this manual. The Permit Holder shall teinhouse Wayne County for all required inspections and testing of insterials

Derign 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 empireeting practice. Any errors in the plans that become evident after the issuance of a permit, and which change the score of permitted work, are subject to review and way be grounds for recording of the permit. The permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies on onestignt are oversight at outpresent confirmations such as faulty dramage, poor subsoft conditions or the failure of the Pound Holder's engineer to show all the related or pertinent conditions inside or muside the plan area

Braininge - Mainage shell not be altered us flow into the road right-of-way or sould drainage system unless approved by Wayne County

Permit Holder Compliance The Permit Holder shall abide by the conditions and finitations contained on the permit and all other conditions hated withouthe WCDPS Rules. Specifications and Procedures for Construction Permits The applications of any work tondertaken under the permit shall construction to the Provision.

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

Resolution	No					
At a Regular	Meeting of	the			(Nan	ne of
Community	Governing	Board)	on	(date),	the	following
resolution wa	as 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
M	TRACTOR ANTO A CONTRACTOR OF A CONT
I HEREBY CERTIFY that the foregoing is a tr	ue and correct copy of a resolution adopted
by the [Board of Trustees/City Council] of the	
(name of Community), County of Wayne, Mict	nigan, on

#305299-v2



Warren C. Evans County Executive

October 6, 2021

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

RE: A-22109 2022 Annual Permit Package Wayne County Department of Public Services Engineering Division – Permit Office

Attention: Frank Schulte

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.

2021 Annual Permits Package Wayne County Department of Public Services Engineering Division – Permit Office Page 2 of 2



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: Anthony Amaro 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 734.858-2768.

Respectfully Submitted,

France H. Som

Randa Saghir Administration Management

C: file

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

Section	11.	Item A.
000000	,	nom A.

PERMIT OFFICE 33609 MICHIGAN AVE WAYNE, MI 48164,		PERMIT No A-221	09
PHONE (734) 595-6504 FAX (734) 595-6356		ISSUE DATE	EXPIRES
72 HOURS BEFORE ANY	1785	1/1/2022	12/31/202
CONSTRUCTION, CALL Various Staff	WAYNE COUNTY	REVIEW NO	WORK ORDER
(734) 595-6504, Ext: 2009 FOR INSPECTION	DEPARTMENT OF PUBLIC SERVICES PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN		79349

		CITYTWP
VARIOUS		GROSSE POINTE WOODS
PERMIT HOLDER		CONTRACTOR
CITY OF GROSSE POINTE WOODS		
20025 MACK PLAZA DR		
GROSSE POINTE WOODS, MI 48236-2343		
CONTACT		CONTACT
FRANK SCHULTE	(313) 343-2460	<blank></blank>

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

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

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

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

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

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

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

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 spproved plans, specifications, maps, statements and specifications field with the County and shall comply with Wayne County Specifications, as defined in the current *Hope County Robe, Specifications, and Provideres for Permit Countreston*, included as an anaelinean to this permit, the *Hope County Similard Linux for Provideres for Permit Countreston*, and the *MINOP Standard Specifications, as addine monorable for County Robe, Specifications, and the MINOP Standard Specifications of the County and shall comply the permit Countreston, and the <i>MINOP Standard Specifications, as a result of the construction*, operation, use addine monorable monorable of the facility in the right-of-way and is not covered by the approved plans not by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office and Approved approved approved approved approved approved by the Permit Office and Approved ap

Face: The Permit Holder shall be responsible for all fees and costs incurred by the County la connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit la insued

Brind The Permit Holder shall formish a bond in cash or Certified check in an answer receptable to the County to guarance parkymance under the countylions of the permit. The County may use all or any partien of the hond hashall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond he insufficient to cover the expenses and damages incurred by the County through the granting of the permit. Should the bond he insufficient to cover the expenses and damages incurred by the County through the granting of the permit. Should the bond he insufficient to cover the expenses and damages incurred by the County, the direct to be should be bond he insufficient to cover the expenses and damages incurred by the County. The the county, the direct pay used allocancy upon billing by the County. (The bond amount exceeds the expenses and damages incurred by the County, the direct pay used allocancy upon billing by the County. (The bond amount exceeds the expenses and damages incurred by the County, the direct pay used allocancy upon billing by the County. (The bond amount exceeds the expenses and damages incurred by the County, the direct pay used allocancy upon billing by the County. (The bond amount exceeds the expenses and damages incurred by the County, the direct pay and the direct pay are of the direct pay and the county for any pay are of the date of satisfactory completion of the construction authorized by the permit.

Insurance. The Permit Halder shall furnish praof of liability and property damago insurance in the form and amounts acceptable in the County with Wayne County named as an insured pany. The Permit Holder shall maintain this insurance with the permit is released, revisited or cancelled by the County.

Indemnification / Rubi Marmiera: Sub-Section 1 berein applies to all Permit Holders except Municipalities. Sub-Section 2 berein applies to Municipalities only

- 1 To the extent allowed by taw, the Pernit Hulder shall indemnify, hold haraliss and defend Wayne County, its Department of Public Services, its afficials and employees against any and all claims, rules and judgments to which the County, the Department, its officials and employees against any and all claims, rules and judgments to which the County, the Department, its officials and employees against any and all claims, rules and judgments to the County, the Department, its officials and employees against any and all claims, rules and actual alterney (see which may be incurred an account of injury to persons or damage to property of the County, which be downly, which be downly, which be downly, its block of the Pernit Folder or to be joint negligence of the Pernit Folder and the County, which go ut of any and all work performed under the pernit, or is consolided with work set autimized with the terms of the pernit or arising nut of the counting for the work product that is the subject of the pernit. This hold hamiless provision must not be construed as a waiver of any governmental immunity by the County.
- 2 To the extent sllawed by Lw, the Municipality as Permit Holder shall hold humless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligenee, torious acts, errors, or anissions, and the pels, errors, or anissions of any of its amployees, or excluding from failure to couply with the terms of the permit or ansing out of any and all work professions of the permit, or ansient with work intra submitted by the permit, or excluding from failure to couply with the terms of the permit or ansing out of the construct existence of work product that is the subject of the permit above applies to constructors, consultants, or excluding from failure to couply with the terms of the permit or ansing out of the construct existence of work product that is the subject of the permit above applies to constructors, consultants, or excluding the define at the Municipality's, as provided by an user of any governmental immunity by the Gounty or the Municipality's, as provided by an user of any governmental immunity.

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 becuric operative until h has been fully executed by the County. The Permit Heider shall confy the County before starting construction and shall notify the County when work is completed. The Permit Heider or their representative shall have cupies of the executed permit and approved plans in their possession on the job site at all times.

- The Permit Holder shall pravide at least three (3) days advanced notice, excluding Saturdays, Sondays and bolidays, to the Permit Office prior to the commencement of any dermitted activities by submitting a START OF WORK NOTFICATION firm by mail, fax are email. 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 returning work.
- 2 The Permit Holder shall comply with all requirements of the Miss Dig Statule, MCL \$460.701 et seq. as amended. The Permit Holder shall cell "MISS D(G", at (200) 482-7161, at teast 72 hours, excluding Saturdays, Sundays and holidays, but not more than tweaty-one (31) calendar days, before starting any underground work. The Permit Holder assumes all tapponsibility for damage to or interruption of underground utilities
- 3 The Parenic Holder shall call Wayne County Deparament of Public Services' Traffic Operations Office of (754) 953-2154, at least 72 huma prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, helive starting any underground work in the vicinity of any traffic signal equipment owned, operated or malmaned by Wayne County

Safety: "The Permit Holder agrees that all work under the permit shall be performed in a safe mannet and to keep the area allevted by the permit in a safe condition until the work is completed and accepted by the Chanty. The Permit Holder shall formsh, install and maintain all necessary traffic controls and protection which are in accordingly with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all feedback and in a manner so as not to damage, Impair, interfere with the output of apublic read or create a foreseeable risk of hum to the revealing public. The Permit Holder shall comply with all applicable OSHA and MOSHA equivalent of the permit of a shall comply with all applicable OSHA and MOSHA equivalent of the Permit

Underground Utilities The Parmin Hulder shall contact all utility owness regarding their facilities provies and stall comply with all applicable provisions of Act 33, Public Acts of 1974, as amended. Wayne County makes no warrany either expressed or implied as to the condition or suishilly of subsurface conditions or any eristing facility which may be encountered during an excession. 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 Hulder assumes all councilly for the Internation and damage to underground utilities. The Permit Hulder is responsible for proper disposal, in accuracy to enreal one of the internation. The Permit Hulder assumes all councils include, without himitation, toils or groundwater contaminated by petroleum products or other pollutants associated with view identified by the MDEQ or reported on appropriate release forms for underground starage tasks

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

Linifation of Perinit: The Applicant and the Perinit Rulder shall be responsible for ubusining and shall secure any perinds or partnission norestary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, there penalities to drafting to drafting, inland takes and secures, wellands, woodfands, flood plains, fitting, noise regulation and hours of operation language of ways of ways courts y permit does not authorize activities interwise regulated by State, federal or insulation and agencies.

A receive of Other Vehicles. The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abatting occupied properties, diviounty and side atreets onlow otherwise specified on the approved plans. The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abatting occupied properties, diviounty and side atreets onlow otherwise specified on the approved plans. The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abatting occupied properties, diviounty and side atreets onlow otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access and built portable access. The Permit Holder shall ported signing and other improvements accessary to onsure adequate access until the readway, driveway or side street is restored. The Permit Holder shall order all operations approach are including permanent or temperate payoners. Wayne County reserves the right to respondibly restoret the progress of work by the Permit Holder based on the rate of readives and operations, including permanent or temperate payoners. Wayne County reserves the submitted out statisfectory backfilling of open treneties or exceptions have been completed and driveway, we streets and drainage restored.

Restoration The Permit Rolder agrees to restore the County road and road light-of-way. County drain excement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Italder fails to satisfactority reacts and road light-of-way. County drain excement or County park property to a condition the canonably safe and convenient public travel, preservation of the roadway and drainage, prevention of solid evaluation and sedimentation and minimation of the roadway and drainage, prevention of solid evaluation and sedimentation and minimation of misance to abiting property aurors asserted by the permitted applied, security in the form of cash, a certified feeder as area by and shall be required as service the cost of restoring the disturbed participation of has a receptable safe condition. The security shall be determined by the Permit Strate. The securit shall be traded on that the securit shall be determined by the Permit Strate. The securit shall be traded on that the securit shall be determined by the Permit Strate. The securit shall be traded on the securit shall be traded on that the securit shall be determined by the Permit Strate. The securit shall be traded on that the securit shall be traded on that the securit shall be traded on the securet shall be trade

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 permitsed facility. The Permit Holder acknowledges that the County has no highlight for the presence of the Permit Holder's facility located within the County must require the transfer acknowledges that the

Permit Explication and Extension of Time. All work authorized by the permit shall be completed to the satisfaction of the feemit Office on or befine the expiration date specified in the permit. Any request for an extension of the feemit Office on or befine the expiration date specified in the permit. Any request for an extension of the feemit Office on or befine the expiration date specified in the permit. Any request for an extension of the feeting the conjugation of the feeting of the inposed as a condition of an extension of the feeting of the expiration of the expiration

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 Croany toadway.

Revocation - The permit may be suspended or revoked at the will of the County. Open order of the County, the Permit Holder shalt surrender the permit, cessa operations and remove, after or relocate, at their expense, the facilities for which the permit was granted - The Permit Holder expressly waives any right to classify damages for compensation retaining from the revocation of the permit.

Volation 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 resonance of the County property, or the County may require immediate removal of the Permit Holder's facilities and resonance of the County property, or the County may require immediate removal of the Permit Holder's facilities and restore the County property at the Permit Holder's general Holder agrees that in the event of a violation of the permit expression of the Permit Holder's facilities and restore the County may remove the facilities and restore the County may remove the facilities and restore the County may remove the facilities and restore the County may use all or any persion of the permit is not restore the County read right-of way, stain executer, wastewater facility or parts property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance proceedores as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Tening of Materials. Wayne Caunty reserves the right of inspection and the testing of matorials by its authorized representatives of all permitted autorities and/or activistes within the road right-of-way. County when projectly or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All insterials and methods within the course of the authorized permit work dual meet the requirements of the correct ALDOT Standard Specifications for County Grain duals and the regulation of the original dual of the fortable fielder shall neighbors for earlier ALDOT Standard Specifications for Countycion as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit fielder shall neighbors for all required impections and testing of countering as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit fielder shall neighbors for all required impections and testing of countering.

Derign The Permit Holder is fully exponsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelinos, requirements and with good expinenting practice. Any errors in the plans that become evident after the source of a portini, and which exage the scope of permitted work, are subject to review and may be grounds for revealion of the permit. The Permit Office will not relieve the Permit and will not relieve the Permit Office will not relieve the Permit Office will not relieve the Permit Office will not the Permit Office will not permit and with the related of the Permit Conditions will be charted or control of control of control of the Permit Office will not permit and will not permit and the Permit Office will be permited with the Permit Office will be the Permit Office will be the Permit C

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

Permit Noticer Compliance. The Permit Holder shall abide by the conditions and linearious contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Fermits. The application of any work unitertaken under the permit shall construct Roberts Roberts and 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		(Nan	ne of
Community Governing Board) on (dat	te),	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	ie and correct conviols resolution adopted			
by the [Board of Trustees/City Council] of the	a and contect copy of a resolution adopted			
(name of Community), County of Wayne, Mich	ligan, on			

#305299-v2



### Warren C. Evans County Executive

October 6, 2021

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

### RE: A-22142

### 2022 Annual Permit Package Wayne County Department of Public Services Engineering Division – Permit Office

Attention: Frank Schulte

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 noncounty 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

Department of Public Services – Permit Office 33809 Michigan Avenue, Wayne, MI 49184 & Phone (734) 858-2774 & Fax (734) 595-6356 2021 Annual Permits Package Wayne County Department of Public Services Engineering Division – Permit Office Page 2 of 3 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 <u>Wayne County, Rules,</u> 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: Anthony Amaro 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 734.858-2768.

Respectfully Submitted,

and of Son-

Randa Saghir Administration Management

C; file

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

Department of Public Services – Permit Office 33809 Michigan Avenue, Wayne, MI 49184 @ Phone (734) 858-2774 @ Fax (734) 595-6356 2021 Annual Permits Package Wayne County Department of Public Services Engineering Division – Permit Office Page 3 of 3



Section 11, Item A.

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 595-6504 FAX (734) 595-6356			PERMIT No. A-222' ISSUE DATE	EXPIRES
72 HOURS BEFORE ANY CONSTRUCTION, CALL Various Staff (734) 595-8504, Ext: 2009 FOR INSPECTION	DEPARTMENT OF	COUNTY PUBLIC SERVICES FRATE, USE AND/OR MAINTAIN	1/1/2022 REVIEW NG	12/31/2022 WORK ONDER
PROJECT NAME GROSSE POINTE WOODS - SPE	and the second se	λιατικά το πολογοριστικό το ποιο τη προγοριστική τη		And the second sec
LOCATION VARIOUS			GITY/TWP GROSSE POINTE	woods
CITY OF GROSSE POINTE WOO 20025 MACK PLAZA DR GROSSE POINTE WOODS, MI 46				
CONTACT		CONTACT		
FRANK SCHULTE	(313) 343-2460	<blank></blank>		
GENERAL AND SPECIAL CONDITI	RE OF CERTAIN LOCAL AND COUNTY I ONS OF THIS PERMIT. JAL SPECIAL EVENTS PERMIT FOR MI		TIME IN ACCORDA	
MONTH PRIOR TO INSTALLMENT	ITHIN THE COUNTY ROAD RIGHT-OF- FOR APPROVAL. TANNUAL PERMIT FOR MUNICIPAL BA		R SHOULD BE SUE	
PERMIT HOLDER SHOULD CONTA ARE/MAY BE AFFECTED BY THIS	CT/INFORM THE LOCAL POLICE, HOS ROAD CLOSURE THREE (3) BUSINESS	PITAL, FIRE MARSHAL, SCHOOL AND 5 DAYS PRIOR TO SCHEDULED CLOSI	ANY OTHER LOCA	L AGENCIES
THE PERMIT HOLDER SHOULD CO CLOSURE.	DNTACT THE WAYNE COUNTY TRAFF	IC OFFICE AT (734) 955-2154 THREE (3	) WORKING DAYS	PRIOR TO ANY
THE CONTRACTOR/REPART SOLD				44-#44.04

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) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

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

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPAR	ÊÛ BY
PERMIT FÉE	\$0.00 50 00		PLANS APPROVED BY	DATE PLANS APPROVED
РАЯК FEE	50 00 50 00			1/1/2022
BOND	\$0 00 \$0 00 \$6 00	LETTER OF CREDIT DEPOSITOR	ANNUAL KOAD SPECIAL	EVENTS FOR
TOTAL COSTS	50 CD		MUNICIPALITIES ANNUAL BANNER PERM MUNICIPALITIES	T ATTACHMENT FOR
TOTAL CHECK AMOUNT			SAMPLE COMMUNITY RE RULES, SPECIFICATION FOR PERMIT CONSTRUCT ONLINE AT	S AND PROCEDURES
CASHIER	<b>\$0,00</b> Ye		www.w≥ynecounty.com/dp:	g_enginaaring_cpoMcs.htm
	/1/2022	· · · · · · · · · · · · · · · · · · ·	(PEHMIT VALID ONLY DY ADOVE AT	

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the ferms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Main(ain within the Road Right of Way, County Easonant, and/or County Property. The permit do work described above shall be accomplished in accordance with the Approved Prints, 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 DEPARTS	MENT OF PUBLIC SERVICES
----------------------	-------------------------

FRANK SCHULTE PERMIT HOLDER / AUTHORIZED AGENT	DATE			PREPARED BY
SLANK- CONTRACTOR / AUTHORIZED AGENT	DATE	VALIOATEO BY	 	 DATE



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

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

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

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

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

The written request shall be sent to the following offices:

Wayne County Permit Office 33809 Michigan Ave Wayne MI 48184 Wayne County Division of Roads Traffic Operations Office 29900 Goddard Road Romulus MI 48242

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

### Permit Conditions:

- 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.
- 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.
- 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.
- Road closures authorized by the permit shall not exceed the approved duration, generally between 24 and 72 hours.
- 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-ofway 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:

- 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;
- 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;
- 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.
- 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, aprelifications, maps, statements and special conditions filed with the County and shall enough with Wayne County Specifications, and special conditions filed with the County and shall enough with Wayne County Specifications, as defined in the content (topper, farma): Koles, Specifications, and Direr Vermit, Contraction, as defined in the content (topper, farma): Koles, Specifications, and other WCDPS specifications. Any situation or problem which occurs as a result of the contraction, use and/or maintenance of the facility in the tight-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 an directed and approved by the Permit Office and is authorized only when an approved addendord is obtained from the Permit Office. Fees; The Permit Holder shell be responsible for all fees and costs incurred by the Country is connection with the permit and shall depixe payment for fees and costs as determined by the Country at the time the permit is

Hond: The Permit Holder shall furnish a bond in cash or Conilied check in an amount acceptable to the County to guarance performance under the conditions of the permit. The County may use all or any purtues of the bond which shall be necessary to cover any exponent, 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 metured by the County, tha Permit Holder thell pay such dollcleney upon trilling by the County. If the bond account exceeds the expenses and damages incurred by the County, the excets performance bond provided for herein, when it example encounted, shall be deposited into the County Road Fund and become a part thereef; onless estated by the Depositor within one year of the data defaultion to under the county to the performance bond provided for herein, when it example encounted, shall be deposited into the County Road Fund and become a part thereef; onless estated by the Depositor within one year of the data 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 shell maintain this insurance until the permit is released, revoked or cancelled by the County

Inderentification / Rold Harmitest Sub-Sustine ) herein applies to all Parmit Holders except Manuspalities. Sub-Neetine 2 herein applies to Municipalities only,

- To the extent alawed by taw, the Permit Holder what indemnify, hold harmless and extend parties in the read applies in themplaytics, its ufficials and employees against any and all claims, soils and judgments to which the County, the Donatement, if officials and employees against any and all claims, soils and judgments to which the County, the Donatement, if officials and employees against any and all claims, soils and judgments to which the County, the Donatement, if officials and employees against any and all claims, soils and judgments to which the County, the Donatement, if officials and employees against any and all claims, soils and judgments to the County, whether due to negligence of the Dorini Holder or to the joint negligence of the Porini Holder and the County, solving out of any and all work performed under the permit, or in connection with work not authorized by the permit. This hald harmless provision must not be construed as 4 waiver of any governmental immunity by the County.
- 2 To the extern allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne Churly, its Department of Public Services, its utilizials and employees, for the Municipality's own negligence, for the extern allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne Churly, its Department of Public Services, its utilizials and employees, for the Municipality's own negligence, for the extern allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne Churly to permit of parameters, including property of the County, arising tot any and all work performed under the permit, or in enonection with work not authorized by the permit, or restling from failure to compily with the torus of the permit or arising out of the contracted existence of work product the is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any povernmental immunity by the County or the Municipality's, as provided by store or modified by count devisions.

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

Notification for Stars and Completion of Work: The permit shall not became operative until it has been tully executed by the County. The Permit Huider shall notify the County before shall notify the County before shall notify the County before shall not their personal network and shall notify the County when work is completed. The Permit Huider or their representative shall have copies of the executed permit and approximation on the job size at all three.

- 1 The Permit Holder shall provide at least three (3) days advanced notice, excluding Salurdays, Sondays and Irolidays, to the Permit Office prior to the commencement of any permitted activities by sobmitting a \$1 Att 1' OF WORK NOTIFICATION form by mail, factor e-mail. In certain instances, additional antice may be required by the Permit Office. In the event that construction work ceates for a period of time, then the Permit Robert shall entity the Wayne County Inspector at least 24 hours prior to reasoning work
- The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCI. \$460 701 et sup, as amanded The Permit Holder shall call "MISS ())(6", at (800) 432-7161, at Least 72 hmus, excluding Saurdaya, Sundaya and Iralidaya, but are more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder shall casponibility for damage to an intertuption of utdenground utilities
- 3 The Permit Holder shall call Wayne County Department of Public Services' Fraffic Operations Office at (734) 055-8154, at least 72 hours prior, excluding Saturdays, Sundays and Indidays, but not more than twenty-one (21) calendar days, befine starting any underground work in the vicinity of any traffic stenal 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 accorded by the County Date: The Central agrees that all work under the period was not be performed in a work names and negative of the period of a work and the performed in a solution of the period. The Central Manual on United and and performed in a work of a solution which are in accordance with the control Manual on United and Devices (MUTCD). The Permit Holder shall be under the period of the pe

Underground Utilities The Permit Holder shall contact all utility aways rogarding 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 offer expressed or implied as to the condition or avitability of subsurface conditions or Any existing facility which may be encountered during an exversion. The presence or absence of utilities to based on the basis information available and the County is not responsible for the absence of utilities. The Permit Holder assumes all responsibility for the interruptions and damage to underground utilities. The Permit Holder is responsible for proper dispussi, in accordance with current regulations, of any material excessed from within the right of ways. Such materials include, without linuation, solis or groundwater comminated by performer products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forund atorage tasks.

Assignability: The permit is orighter transferable nor assignable without the written consent of the Ceanty

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, tederal or taket local governmental agenciar and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, infland takes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of performance of a Wayne County permit does not automize activitiest otherwise regulated by State, federal or lineal agencies

Access of Other Vehicles: "The Perins Holder shall at all times possible, maintain a minimum of the access to all abuning occupied properties, driveways and side streats unless otherwise specified on the Afters of Offier Vehicles: The Permit Holder shall at all times possible, manuale a matalination of the second and a second biological properties, divolvays and side steels unless onnervise specifical on the approved plans. The Permit Holder shall at all times possible, manuale a matalination of the second plans. The Permit Holder shall unlike all overlap and older improvements of properties whole access may be temporarily disposed during the permit the treat police, fire or emorgency service agencies shall during access on the treat access are be temporarily disposed during the permit Holder shall provide signing and older improvements accessary to exact access meas be temporarily disposed during the treat set enter of Tradway drives treats entitle of the Permit Holder shall ender all operations so at to maintaize information of properties accessary to exact access and the progress of work by the Permit Holder shall ender all operations to at the minimate information of programment of temporary of available the sector of the provide the progress of work by the Permit Holder shall ender all operations to including permanent or temporary pavonets. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder lased on the rate of mathway and right of way restoration, including permanent or temporary pavonets. Wayne County may require the suspended unit sustation by backfilling of open reacted or teravitions has been completed and driveways, side streads and driveways, side streads and driveways, side streads and driveways.

testoration. The Permit fielder agrees to restore the County road and road right-of-way. County drain eavement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit fielder fails to suffactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide to sumplify and convenient public travel, projection of the readway and drainage, prevention of avil erosion and sedimentation, and elimination of outside to atmiting property owners caused by the permitited activity. Security in the form of cash, a certified check or survey brind shall be required to secure the cost of restoring the disturbed portion of the right-of-way to a seceptable sefe condition. The amount of the security shall be determined by the Permit Office. In the event that a supersion of work with the protocole or that the work with not be completed by the Permit folder shall restore the right-of-way to a condition visitiat to the condition that event prior to usuance of the parmit

Acceptance' Acceptence by the County of work performed does not relieve the Perint 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 read right-of-way. County drain eacement or County park property.

Peenil 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 the Permit Office on or before the expiration date specified in the permit. Any request for an extension of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of the equivelences may be imported as a completed County form and shall demonstrate good cause for graphing the equivel. Additional requirements may be imported as a completed date to searchal limitations or other considerations. These additional requirements expiration and insurance requirements.

Responsibility: "The design, construction, operation and maintenance of all work enveroed by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible list maintaining read widenings or shorts? Generation that the Permit Holder will not be responsible list

Responsible. The permit may be suspended as resulted at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, case operations and tensore, after or relocate, at their oppenie, the facilities for which the permit was granted. The Permit Hulder expressly waives any right to claim damages for compensation resulting from the resocation 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 restoration of the permit property, or the County may require immediate removal of the Permit Holder's facilities and restoration of the restoration of the permit antherited by the permit and restoration of the formit Holder's facilities and restoration of the permit antherited by the permit antherited by the permit equivalent the formit Holder's expense. The Permit Holder agrees that in the event of a violation of the permit or in the event the week the week authorited by the permit equivalent date, the County may use all or any postion of the performance bond to restore the County index (ight-of-way), drain extension, watewater facilities and reasonably and efficient operations and efficient operations and efficient operations and efficient operations of the county may use all or any postion of the performance bond to restore the County index (ight-of-way), drain extension, watewater facilities and reasonably and efficient operations and efficient operations of the county may use all or any postion of the performance bond to restore the County index (ight-of-way), drain extension, watewater facilities and efficient operations and efficient operations of the county may include a provedures at required to assure reasonably to facility or peration of the county may include a provedures at required to assure the source of the permit operations of the county in the permit and efficient operations and efficient operations of the county may include a provedures at required to assure teasonably table and efficient operations of the county may include a provedures at required to assure teasonably table and efficient operations of the county may include a provedures at required to assure teasonably table and efficient operations of the county may include a provedures at required to assure teasonable to be a perm

Impection and Testing of Materials Wayna County reserves the right of impection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way. County owned numperty or within a County drain eccement. All icens identified by the final impection shall be seeded prior to release of the permit. All insertials and methods willized during the course of the authorized permit with shall meet the requirements of the durent MDOP Standard Specifications (for Construction as readified by Wayne County Special Provisions, Standard Ways for Permit Construction and this manual. The Permit Notice that including the meet County of Hometican and this manual. The Permit Holder shall teimburse Wayne County for all required inspections and testing of materials

Beign The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County mandants, specifications, guidelines, requirements and with good engineering matrice. Any versis in the plans that become evident after the systeme of a permit, and which change the stope of permitted work, are subject to review and may be grounds for reviewon of the permit. The Permit Office will not releve the Permit Holder of the responsibility of contexting errors, deficiencies, or antistions due to oversight or unforcees contingeness such as faulty dramage, poor subsol conditions of the failure of the responsibility of contexting errors, deficiencies, or antistions due to oversight or unforcees contingeness such as faulty dramage, poor subsol conditions of the failure of the responsibility of contexting errors, deficiencies, or antistions due to oversight or unforcees contingeness such as faulty dramage, poor subsol conditions of the failure of the responsibility of contexting errors.

Drainage. Drainage shall out be altered to flow into the road sight-of-way or road draitinge system unless approved by Wayne County

Permit Holder Compliance The Permy Holder shall abide by the conditions and finitations equilations for the permit and all other conditions listed within the WCDPN Bulles. Specifications and Procedures for Construction Permits The application of any work undertaken under the permit shall constitute the Permit Fulder's agreement to the Provision

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

Resolution No.				
At a Regular Meeting of the		(Narr	ne ol	f
Community Governing Board) on	(date),	the	following	ļ
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 tru					
by the [Board of Trustees/City Council] of the	e and confect copy of a resolution adopted				
(name of Community), County of Wayne, Michi	gan, on				

#305299-v2

### ORDINANCE #\_\_\_\_

### AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF GROSSE POINTE WOODS, CHAPTER 2, ADMINISTRATION, ARTICLE V, BOARDS AND COMMISSIONS, TO AMEND SECTION 2-508 TO REVISE THE NUMBER OF MEMBERS ON THE SENIOR CITIZEN COMMISSION.

### THE CITY OF GROSSE POINTE WOODS ORDAINS:

### Section 1. Ordinance Amendment.

Chapter 2, Administration, Article V, Boards and Commissions, Section 2-508 is hereby amended to read as follows:

### Sec. 2-508. – Created; members; terms of office.

A senior citizen commission is hereby created. The commission shall consist of <u>9</u><u>11</u> members, each appointed by the mayor, <u>sevennine</u> general community representatives serving for three-year staggered terms, and two senior and community interest group representatives serving one-year terms.

(Ord. No. 834, 9-20-2010)

### Section 2 of Ordinance. Repealer.

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

### Section 3 of Ordinance. Severability.

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

### Section 4 of Ordinance. Savings.

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

### Section 5 of Ordinance. Effective Date.

This ordinance shall be effective 20 days after enactment.

### **CERTIFICATION OF CLERK**

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Grosse Pointe Woods, County of Wayne, State of Michigan, at a regular meeting of the City Council duly called and held on \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Lisa K. Hathaway, City Clerk

First Reading: Second Reading: Published in GPN: Adopted: Effective: Date Posted:

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

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

John A. Dolan (jdolan@yorkdolanlaw.com) Timothy D. Tomlinson (tromlinson@yorkdolanlaw.com)

GROSSE POINTE WOODS RK'S DEPARTMENT

Fred A. York (1930-1989)

November 1, 2021

<u>Via Email</u> Honorable Mayor & City Council City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, MI 48236

### **RE:** Solar Energy Ordinance

Dear Mayor & Council:

Pursuant to the direction of the Committee of the Whole ("COW"), the enclosed revised Solar Energy Ordinance eliminating the proposed changes to paragraph (3) is provided for your review and first reading. After second reading and adoption, the Zoning Ordinance will be amended to repeal the provisions pertaining to Solar Energy.

In the interim, should you have any questions regarding same, please do not hesitate to contact me. We remain,

Very truly yours,

YORK, DOLAN& TOMLINSON, P.C.

Timothy D. Tomlinson

TDT/jabh Enclosure

cc: Bruce Smith (Via Email w/Enclosure) Lisa K. Hathaway (Via Email w/Enclosure) Gene Tutag (Via Email w/Enclosure) Lisa Anderson (Via Email w/Enclosure)

### ORDINANCE NO. -\_\_\_\_

AN ORDINANCE TO ADOPT ARTICLE XVII SOLAR ENERGY SYSTEMS, CHAPTER 8. BUILDINGS AND **BUILDING REGULATIONS, SEC. 8-501** TO ELIMINATE THE REQUIREMENT THAT **PANELS BE LOCATED WITHIN 4** FEET OF ANY PEAK. EAVE OR VALLEY, TO PROVIDE THAT THE INSTALLATION OF THE SOLAR ENERGY SYSTEM SHALL COMPLY WITH THE MICHIGAN **RESIDENTIAL CODE,** AND TO PROVIDE FOR APPEALS TO THE CITY COUNCIL.

### THE CITY OF GROSSE POINTE WOODS ORDAINS: ARTICLE XVII SOLAR ENERGY SYSTEMS

Sec. 8-501. - Solar energy systems.

Solar Energy System means an accessory to a main structure, or accessory structure, or use, which is comprised of a combination of solar collector(s) and ancillary solar equipment used to generate electricity primarily for consumption on the property on which the system is located. A Solar Energy System can include a photovoltaic or solar thermal system that uses the sun's energy to produce electricity or heat.

*Solar Panel* means a grouping, module, or array of photovoltaic cells that produce electricity from sunlight.

A *solar* energy system is permitted in any city zoning district. However, it shall be unlawful for any person to install or operate a *solar* energy system unless all of the following conditions are met:

(1) A building permit and any necessary mechanical, plumbing and electrical permits shall be secured prior to the start of the installation of a *solar* energy system. Dimensioned plans are required with the building permit application.

(2) Only rooftop *solar* energy systems are permitted. Freestanding or wall-mounted *solar* energy systems are not permitted.

(3) The *solar* energy system installation shall be configured to the degree practicable to have a minimal visual impact as seen from the street. Systems that are visible from the street must be either composed of building-integrated components (such as *solar* shingles) that are not readily evident, or be designed and mounted to match the shape, proportions, and slope of the roof.

(4) Installation of *solar* energy system equipment, including the rails and panels, are subject to the height limitations of the specific zoning district where they are being installed.

(5) The placement and installation of roof top solar energy systems shall comply with the Michigan Residential Code in effect at the time the building permit application for the system is received by the city.

(6) Solar panels shall not project more than one foot above the roof deck.

(7) The following additional design standards shall apply:

a. *Solar* panels shall be arranged so that the panels do not reflect sunlight or glare onto adjacent buildings, properties or roadways.

b. The system shall use materials and colors that are visually compatible with the existing roof or wall design.

c. The system shall include high quality mesh to enclose the space between the roof surface and the *solar* panels to deter animal nesting.

(8) If a system is defective or not in operation for a period of 12 months, the system shall be deemed a nuisance. The current owner of the property shall be required to either remove the system or repair it at the owner's expense.

(9) Denials of an application may be appealed to the city council after review and recommendation Ьv the planning commission. An applicant seeking an exception to the provisions of this article shall pay a hearing notice fee set by council resolution. The city shall mail a notice of the hearing to adjacent property owner(s) and property owners located directly across the street from the applicant (as determined by the Building Official), at least seven (7) days prior to the hearing date.

(10) On appeal, the planning commission and city council may consider the following along with other information:

a. Balancing relative hardships between the property owner and adjacent property owners.

b. Whether special circumstances or conditions exist.

c. General health, safety, and welfare of the neighborhood.



LISA A. ANDERSON landerson@rsjalaw.com

27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331 P 248.489.4100 | F 248.489.1726 rsjalaw.com



ROSATI | SCHULTZ JOPPICH | AMTSBUECHLER

### MEMORANDUM

- TO: Grosse Pointe Woods City Council
- FROM: Lisa A. Anderson, City Attorney
- DATE: November 1, 2021
- RE: Ordinance Amendment Establishing Office of Assistant City Administrator

During your last meeting on October 18, 2021, Council was introduced to the idea of establishing an Assistant City Administrator position to work cooperatively with the City Administrator and provide continuity of services during the City Administrator's absence. Attached for Council's consideration is an ordinance establishing the office of the Assistant City Administrator. Council has adopted similar ordinances to establish the offices of the Deputy Clerk (Sec. 2-40), Deputy Treasurer (Sec. 2-75), and Deputy Assessor (2-75). Adopting such an ordinance for an Assistant City Administrator position, while not required, would be consistent with the way similar positions have been handled in the past. It is Council's prerogative to consider amending the ordinance to establish the office of the Assistant City Administrator.

### Chapter 2 - ADMINISTRATION

### ARTICLE II. - OFFICERS AND EMPLOYEES<sup>[2]</sup>

Footnotes:

---- (2) ----

State Law reference— Freedom of information act, MCL 15.231 et seq.; standards of conduct and ethics, MCL 15.341 et seq.; conflicts of interests as to contracts, MCL 15.321 et seq.; political activities by public employees, MCL 15.401 et seq.; legal defense of public employees, MCL 691.1408; incompatible offices, MCL 15.181 et seq.; nondiscrimination in employment, MCL 37.2102.

**DIVISION 1. - GENERALLY** 

Secs. 2-19-2-39. - Reserved.

**DIVISION 2. - DEPUTY CLERK** 

Sec. 2-40. - Office created.

The office of deputy city clerk is hereby created.

(Code 1975, § 1-2-1; Code 1997, § 2-46)

Sec. 2-41. - Duties.

The deputy city clerk shall have full power and authority to act for and on behalf of the city clerk during the clerk's absence from the city, the clerk's incapacity to act and at such times as the clerk may direct in writing. The term "absence from the city" shall be deemed to mean any absence other than casual absence in the ordinary routine of business activities and living activities while the clerk is residing at his residence.

(Code 1975, § 1-2-2; Code 1997, § 2-47)

Sec. 2-42. - Bond required.

The deputy city clerk shall qualify under such bond as the council may direct and shall be held accountable for the administration of such office to the city clerk.

(Code 1975, § 1-2-3; Code 1997, § 2-48)

Sec. 2-43. - Appointment,

The office of the deputy city clerk shall be filled by the city clerk with confirmation by the council. Such appointees shall perform all other services as may be required by the city clerk in addition to any of the services required under this division. Appointees shall hold office at the will and pleasure of the city clerk.

(Code 1975, § 1-2-4; Code 1997, § 2-49)

Secs. 2-44-2-74. - Reserved.

**DIVISION 3. - DEPUTY TREASURER** 

Sec. 2-75. - Office created,

The office of deputy city treasurer is hereby created.

(Code 1975, § 1-3-1; Code 1997, § 2-66)

Sec. 2-76. - Duties.

The deputy city treasurer shall have full power and authority to act for and on behalf of the city treasurer during the treasurer's absence from the city, the treasurer's incapacity to act and at such other times as the treasurer may direct in writing. The term "absence from the city" shall be deemed to mean any absence other than casual absence in the ordinary routine of business activities and living activities while the treasurer is residing at his residence.

(Code 1975, § 1-3-2; Code 1997, § 2-67)

Sec. 2-77. - Bond required.

The deputy treasurer shall qualify under such bond as the council may direct and shall be held accountable for the administration of such office to the treasurer.

(Code 1975, § 1-3-3; Code 1997, § 2-68)

Sec. 2-78. - Appointment.

The office of deputy treasurer shall be appointed by the city treasurer with confirmation by the council. Such appointee shall perform all other services as may be required by the city treasurer in addition to any of the services required by the city treasurer. Appointees shall hold office at the will and pleasure of the city treasurer.

(Code 1975, § 1-3-4; Code 1997, § 2-69)

Secs. 2-79-2-89. - Reserved.

**DIVISION 4. - DEPUTY ASSESSOR** 

Sec. 2-90. - Office created.

The office of deputy city assessor is hereby created.

(Ord. No. 822, 6-16-2008)

Sec. 2-91. - Duties.

The deputy city assessor shall have full power and authority to act for and on behalf of the assessor during the assessor's absence from the city, the assessor's incapacity to act and at such other times as the assessor may direct in writing. The term "absence from the city" shall be deemed to mean any

absence other than casual absence in the ordinary routine of business activities and living activities while the assessor is residing at his or her residence.

(Ord. No. 822, 6-16-2008)

Sec. 2-92. - Bond required.

The deputy city assessor shall qualify under such bond as the council may direct and shall be held accountable for the administration of such office to the assessor.

(Ord. No. 822, 6-16-2008)

Sec. 2-93. - Appointment.

The office of deputy city assessor shall be appointed by the assessor with confirmation by the council. Such appointee shall perform all other services as may be required by the assessor in addition to any of the services required by the assessor. Appointees shall hold office at the will and pleasure of the assessor.

(Ord. No. 822, 6-16-2008)

Secs. 2-94-2-99. - Reserved.

### ORDINANCE NO.

### AN ORDINANCE TO AMEND CITY OF GROSSE POINTE WOODS CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE II, OFFICERS AND EMPLOYEES, TO ADD A NEW DIVISION 5 TO CREATE THE OFFICE OF ASSISTANT CITY ADMINISTRATOR.

### THE CITY OF GROSSE POINTE WOODS ORDAINS:

### Section 1. Ordinance Amendment.

The Grosse Pointe Woods City Code, Chapter 2, "Administration," Article II, "Officers and Employees," is hereby amended to include a new Division 5, "Assistant City Administrator," which shall read as follows:

### **DIVISION 5. – ASSISTANT CITY ADMINISTRATOR**

### Sec. 2-99.1. – Office created.

The office of assistant city administrator is hereby created.

### Sec.2-99.2. - Duties.

The assistant city administrator shall have the full power and authority to act for and on behalf of the city administrator during the administrator's absence from the city, the administrator's incapacity to act and at such times as the administrator may direct in writing. The term absence from the city shall be deemed to mean any absence other than casual absence in the ordinary routine of business activities and living activities while the city administrator is residing at his residence.

### Sec. 2-99.3 - Appointment.

The office of the assistant city administrator shall be filled by the city administrator with confirmation by the council. Such appointees shall perform all other services as may be required by the city administrator in addition to any of the services required under this division. Such services are not intended to and shall not be construed as diminishing the duties or responsibilities of the office of city administrator. Appointees shall hold office at the will and pleasure of the city administrator.

### Section 2. Repeal.

All ordinances, parts of ordinances, or sections of the City Code in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect, and the City of Grosse Pointe Woods Code of Ordinances shall remain in full force and effect, amended only as specified above.

### Section 3. Savings Clause.

The amendments of the City of Grosse Pointe Woods Code of Ordinances set forth in this ordinance do not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendments of the City of Grosse Pointe Woods Code of Ordinances set forth in this ordinance.

### Section 4. Severability.

If any section, clause or provision of this ordinance, or the application thereof to any person, firm, corporation, legal entity or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair, or invalidate the remainder of this ordinance. It is hereby declared to be the legislative intent of this body that the ordinance is severable, and that the ordinance would have been adopted had such invalid or unconstitutional provision not have been included in this ordinance.

### Section 5. Effective Date.

This ordinance shall be effective 20 days after enactment.

### **CERTIFICATION OF CLERK**

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Grosse Pointe Woods, County of Wayne, State of Michigan, at a regular meeting of the City Council duly called and held on \_\_\_\_\_\_ day of November, 2021.

Lisa K. Hathaway, City Clerk

First Reading: Second Reading: Published in GPN: Adopted: Effective: Date Posted:

		CIVIL ENGINE 51301 Schoenherr Status Schoenherr	ERS	TEIN & WES SURVEYORS	TRICK, INC. ARCHITECTS 586.726.1234 www.aewinc.com
		-1 2021	\$		
October 6,	2021 CITY OF GRO	SSE POINTE WOOD	PO Z	21-46703	
City of Gros 20025 Mack	ohy, Deputy Controll se Pointe Woods : Avenue	er	#-50 0K-	21-46703 12-537-9 - 17	76.002
Grosse Poin	te Woods, Michigan	48236-2397	SM	10/20/21 -	Capre I
Reference:	2021 Sewer Rehabili City of Grosse Point AEW Project No. 016	e Woods	Length	C.I.P.P. Lining	10120121

Dear Mrs. Murphy:

Enclosed please find Construction Pay Estimate No. 1 for the above referenced project. For work performed through October 3, 2021, we recommend issuing payment for the **Net Earnings this Period (see Page 2)** in the amount of **\$27,981.63** to Insituform Technologies USA, LLC. 17988 Edison Ave. Chesterfield, MO 63005.

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

Sincerely,

Junel Stauell

Frank D. Varicalli

cc: Bruce Smith, City Administrator Frank Schulte, Director of Public Services Jeanne Duffy Susan Como Ursula Youngblood, Insituform Technologies USA, LLC Matt Brinkoetter, Insituform Technologies USA, LLC



Anderson, Eckstein and Westrick, Inc.

### **Construction Pay Estimate Report**

10/6/2021 10:16 AM

FieldManager 5,3c

Contract: .0160-0440, 2021 Sewer Rehabilitation by Full Length CIPP Lining

Estimate No. 1	D	imate ate /2021	Michelle A	ntered By Ankawi	Estimate Type Semi-Monthly	Managing Office Anderson, Eckstein and Westrick, Inc.
All Contra Work Comp			truction ed Date 2021	17988 Edison	hnologies USA, LLC	
Comments Current Contra % Completed:		unt: \$20	9,423.50			

------

### Item Usage Summary

### Project: 0160-0440, 2021 Sewer Rehabilitation by Full Length CIPP Lining Category: 0000,

<i>4</i> <b>- - - - - - - - - -</b>			Prop. Ln.	Project Line No.		Mod. No.			
Item Description	Unit	Item Code		CHIQ 140.	iðha	140,	Quantity	Item Price	Dollar Amount
_ Bonds, Insurance and Initial Setup Expen se (3% Maximum)	LS	1027051	0005	0005	00	000	1.000	8,809.40	\$8,809.40
Sewer, Pre-Construction, Clean and CCTV, 08 inch	Ft	4027001	0060	0060	00	000	822.000	4.60	\$3,781.20
Sewer, Pre-Construction, Clean and CCTV, 12 inch	Ft	4027001	0065	0065	00	000	494.000	5.20	\$2,568.80
_ Sewer, Pre-Construction, Clean and CCTV, 15 inch	Ft	4027001	0070	0070	00	000	1,347.000	5.50	\$7,408.50
Sewer, Pre-Construction, Clean and CCTV, 18 inch	۴t	4027001	0075	0075	00	000	607.000	6.70	\$4,066.90
Sewer, Pre-Construction, Clean and CCTV, 21 inch	Ft	4027001	0080	0080	00	000	311.000	10.40	\$3,234.40
_ Mineral Deposit, Rem	Ea	4027050	0095	0095	00	000	10.000	30.50	\$305.08
_ Cutting Service Lead Protrusions	Ea	4037050	0100	0100	00	000	15.000	61,10	\$916.50
							Subtotal for Cate	gory 0000;	\$31,090.70
						Su	btotal for Project	0160-0440:	\$31,090.70

Total Estimated Item Payment: \$31,090.70

### **Time Charges**

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



### **Construction Pay Estimate Report**

10/6/2021 10:16 AM

FieldManager 5.3c

### **Pre-Voucher Summary**

Anderson, Eckstein and Westrick, Inc.

Project		Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0440, 2021 Sewer Rehabilitation CIPP Lining	by Full Length	0001	\$31,090.70	\$0.00	\$31,090.70
0			- 87 - 17 <b>-17100-1887</b>	Voucher Total:	\$31,090.70
Summary					
Current Voucher Total:	\$31,090.	70	Earnings to	v date:	\$31,090.70
-Current Retainage:	\$3,109.	07	- Retainage to	o date:	\$3,109.07
-Current Liquidated Damages:	\$O.	00	- Liquidated Damages to	date:	\$0.00
-Current Adjustments:	<b>SO</b> .	00	- Adjustments to	date:	\$0.00
Total Estimated Payment:	\$27,981.	63	Net Earnings to	date:	\$27,981.63
		1710 DOI:	- Payments to	date:	\$0.00
			Net Earnings this pr	ariod:	\$27,981.63

### **Estimate Certification**

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

10.6.21 auch Frank D. Varicalli, AEW, Inc.

(Date)

# Construction Pay Estimate Amount Balance Report

Estimate: 1

Anderson, Eckslein and Westrick, Inc.

FieldManager 5.3c 10/6/2021 10:16 AM

> Contract: .0150-0440, 2021 Sewer Rehabilitation by Full Length CiPP Lining Project: 0150-0440, 2021 Sewer Rehabilitation by Full Length CiPP Lining

Prop. Line	Item Description	ftern Code	Authorized Cty. Unit	Quantity This Estimate	Cty. Pald To Date	Total Oty. Placed	% Cpt	Unit Plice	Dollar Amt. Pairt To Date
5000	_ Bonds, Insurance and Initial Setup Expense (3% Maximum)	1027051	1,000 LS	1.000	1.009	1.000	100%	8,802.40000	58,809,40
0100	Cutting Service Lead Protrusions	4037050	10,000 Ea	15.000	15.009	55 (INA	150%	04 40044	
0110	_ Deliveraties	8267051	1,000 LS		100 G	A	2	60001-100	\$916.50
60085	_ Laletal, Preparation	4027050	10.000 Ea		200°0			2,317.10060	
0600	_ Laleral, Reinslate	4027050	81.000 Fa		0000			61.10000	
5600	_ Minerał Deposit, Ren	4027050	40.000 Ea	10 GAN	40 DD8	10.000	950	72.50000	
0010	_ Sewer, CIPP, 08 inch, Full Length	4027001	850.000 F1		9006		W 77	30.50000	\$395.00
0015	Sever, CIPP, 12 inch, Full Length	4627001	500.000 Fi		900 Q			100009-17	
0020	_ Sewes, CIPP, 15 inch, Full Length	4027001	1,350.000 F1		0.006			00000378	
0025	_ Sever, CIPP, 18 inch, Full Length	4627001	625.000 FI					(10)NN: 74	
0030	_ Server, CIPP, 21 inch, Full Length	4027001	325,000 FI					100007.9C	
0035	_ Sever, Post-Construction, CCTV, 08 inch	4927001	850.000 F1		0.000			100063.0	
0040	Sewer, Post-Construction, CCTV, 12 inch	4027001	500.000 FI		0:000			0.56000	
004S	Sever, Post-Construction, CCTV, 15 inch	4027001	1,350.000 Ft		0.000			0.76000	
0500	_ Sewer, Post-Construction, CCTV, 18 inch	4027001	625.000 F1		0,000			0.50000	
0055	<ul> <li>Sewer, Post-Construction. CCTV, 21 inch</li> </ul>	4027001	325.000 FI		0.000			0.50600	
0900	Sewer, Pre-Construction, Clean and CCTV, D8 inch	4027001	850.000 Fi	322.000	822.000	822.COO	%16	4.60000	<b>5</b> 3,781,20
0065	Sewer, Pre-Construction, Clean and CCTV, 12 inch	4027001	500.000 F1	494.000	494.000	494.000	<b>%85</b>	5.20(5)0	\$2,568,80
6070	Sewer, Pre-Construction, Clean and CCTV, 15 inch	4027001	1,350.000 FI	\$,347.000	1,347,000	1,347.000	%66	5.60000	\$7,408,50
C075	<ul> <li>Sever, Pre-Construction, Clean and CCTV, 18 inch</li> </ul>	4927001	625.000 FI	607.000	607.000	807.000	97%	6.70000	\$4,068.30
6969	Sewer, Pre-Construction, Clean and CCTV 21 inch	4027001	325.000 FI	311.000	311.000	311.000	%96	10.40000	53 234 41

Estimate: 1

Page 1 of 2

### Construction Pay Estimate Amount Balance Report Estimate: 1

Araderson, Eckstein and Westrick, Inc.

10/6/2021 10:16 AM FieldManager 5.3c

Dollar Amt. Paid To Date

Unit Price

% Cpt

31090.70

Subtotal for Category 0000:

Subtotal for Project 0160-0440;

6,985.00000

31090.70

Project: 0160-0440, 2021 Sewer Rehabilitation by Full Length CIPP Lining

	Total Qty. Placed	
	Qty. Paid To Date	0.000
	Quantity This Unit Estimate	
	Unit	.000 LS
	Avtharizeđ Qty.	1.00
	ltem Code	8127051
0000,	ttem Description	_ Traffic Maintenance and Control
Category:	Prop. Line	0105

Percentage of Contract Completed(curr): 15% (total earned to date / total of all authorized work)
--

Total Amount Earned This Estimate: \$31,090.70 Total Amount Earned To Date: \$31,090.70

	PECEN	CIVIL EN \$1301 Scho Theligy Town	GINEERS	STEIN & WES SURVEYORS	STRICK, INC. ARCHITECTS 586.726.1234 www.aewinc.com
	NOV - I	2021	96		
October 6, 2021	CITY OF GROSSE PO CLERK'S DEPA	RTMENT	021-46	708	-1
Shawn Murphy City of Grosse Poir 20025 Mack Aven Grosse Pointe Woo	ve			53 7.975. HT M 10/20/21	
Reference:	2021 Sewer Cl City of Grosse AEW Project N	Pointe V	Voods	nvestigation	

Dear Ms. Murphy:

Enclosed please find Construction Pay Estimate No. 1 for the above referenced project. For work performed through October 3, 2021, we recommend issuing payment for the **Net Earnings this Period (see Page 2)** in the amount of **\$54,574.87** to Corby Energy Services, Inc., 6001 Schooner Drive, Belleville, MI 48112.

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

Sincerely,

Fund S. Tawall

Frank D. Varicalli Project Manager

cc: Bruce Smith, City Administrator Frank Schulte, Director of Public Services Jeanne Duffy Susan Como Josh Freeman, Corby Energy Services, Inc.



Anderson, Eckstein and Westrick, Inc.

### **Construction Pay Estimate Report**

10/6/2021 11:27 AM

FieldManager 5.3c

Contract: .0160-0438, 2021 Sewer Cleaning and CCTV Investigation

Estimate Date	Estimate No.	Entered By	Estimate Type	Electronic File Created	All Contract Work Completed	Construction Started Date
10/03/2021	1	Michelle Ankawi	Semi-Monthly	No		
	Pr	ime Contractor			Managing Office	
	Corby	/ Energy Services, Inc.		Anderson, Eck	stein and Westrick, I	n¢.
			Comments	"J.,		<u> </u>
Current Cor % Complete		nt: \$132,375.00				

### Item Usage Summary

item Description	item Code	Prop. Line	Project	Category	Project Line No.		Mod. No,	Quantity	Dollar Amount
Bonds, insurance and Initial Setup Expense (3% Maximum)	1027051	0005	0160-0438	0000	0005	00	000	1.000	\$3,000.00
_ Cleaning 06 - 12 inch Combined Sewers	4027001	0010	0160-0438	0000	0010	00	000	9,750.500	\$14,625.75
_ Cleaning 15 - 21 inch Combined Sewers	4027001	0015	0160-0438	0000	0015	00	000	6,089.000	\$10,655.75
_ Cleaning 24 - 36 inch Combined Sewers	4027001	0020	0160-0438	0000	0020	00	000	1,455.000	\$2,910.00
_ Cleaning 42 - 48 inch Combined Sewers	4027001	0025	0160-0438	0000	0025	00	000	89.000	\$222.50
_ Final TV Investigation and Log, 06 - 12 Inch Combined Sewers	4027001	0030	0150-0438	0000	0030	00	000	9,750.500	\$14,625.75
Final TV Investigation and Log, 15 - 21 inch Combined Sewers	4027001	0035	0160-0438	0000	0035	00	000	6,089.000	\$9,133.50
Final TV Investigation and Log. 24 - 36 inch Combined Sewers	4027001	0040	0160-0438	0000	0040	00	000	1,455.000	\$2,182.50
_ Final TV Investigation and Log, 42 - 48 inch Combined Sewers	4027001	0045	0160-0438	0000	0045	00	000	169.000	\$338.00
_ Heavy Cleaning 15 - 21 inch Combined Sew ers	4027001	0070	0160-0438	0000	0070	00	000	220.000	\$220.00
_ Mineral Deposit, Rem	4027050	0085	0160-0438	0000	0085	00	000	70.000	\$1,750.00
_ Extra Heavy Cleaning	8167040	0105	0160-0438	0000	0105	00	000	3.000	\$975.00

Total Estimated Item Payment: \$60,638.75

### **Time Charges**

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	SITE NUMBERS SHOULD BE CODED 00	Completion Date	_	\$0
		Tota)	liquidated Damages:	\$0



### **Construction Pay Estimate Report**

Anderson, Eckstein and Westrick, Inc.

10/6/2021 11:27 AM

FieldManagor 5.3c

### **Pre-Voucher Summary**

Project	Voucher	No. Item Payment	Stockpile Adjustment	Dollar Amount
0160-0438, 2021 Sewer Cleaning and CCTV Investigation	0001	\$60,638.75	\$0.00	\$60,638.75
		т. С. Т. С. С. С. С. К. С. С. ИСТИКИ, К. С. К. К. К. К. К. К. К. К. К	Voucher Totai:	\$60,638.75
Summary				
Current Voucher Total:	\$60,638,75	Earnings t	o date:	\$60,638.75
-Current Retainage:	\$6,063.88	- Retainage to	o date:	\$6,063.88
-Current Liquidated Damages:	\$0.00	<ul> <li>Liquidated Damages to</li> </ul>	o date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to	o date:	\$0.00
Total Estimated Payment:	\$54,574.87	Net Earnings to	o date:	\$54,574.87
		- Payments to	o date:	\$0.00
		Net Earnings this p	eriod:	\$54,574.87

### **Estimate Certification**

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

Frank B. Varicalli, AEW, Inc.

<u>10-6-21</u> (Date)

# **Construction Pay Estimate Amount Balance Report**

Estimate: 1

FieldManager 5.3c 10/6/2021 11:27 AM

### ÷ ÷ E Poo ĉ Contract: .0160-0438, 2021 Se

Anderson, Eckstein and Westnick, Inc.

Item Description	Code	Prop.	Project	Category	Authorized Quantity	Quantity This Estimate	Oty. Paid To Date	Total Qty. Placed	% cpt	Unit Price	Dollar Amt. Paid To Date
Bonds, Insurance and Initial Setup Expen se (3% Maximum)	1027051 0005	0005	0160-0436	0000	1.000	1.000	1.000	1.000 100%	100%	3,000.00000	\$3,000.00
_ Cleaning 06 • 12 inch Combined Sewers	4027001 0010	0010	0160-0438	0000	11,000.000	9,750,500	9,750.500	9,750.500	%68	1.50000	\$14,625.75
_Cleaning 15 · 21 inch Combined Sewers	4027001	0015	0160-0438	0000	9,100.000	6,089.000	6,089,000	6,089.000	67%	1.75000	\$10,655.75
_ Cleaning 24 - 36 inch Combined Sewers	4027001 0020	0020	0160-0438	0000	3,600.000	1,455.000	1,455.000	1,455,000	40%	2.00000	\$2,910.00
Cleaning 42 - 48 inch Combined Sewers	4027001	0025	0160-0438	0000	2,900.000	89.000	89.000	89.000	3%	2.5000	\$222.50
Final TV Investigation and Log, 06 4027001 0030 - 12 inch Combined Sewers	5 4027001	0030	0160-0438	0000	11,000.000	9,750.500	9,750.500	9,750,500	% <del>6</del> 8	1.50000	\$14,625,75
Final TV Investigation and Log. 15 4027001 0035 - 21 inch Combined Sewers	5 4027001	9035	0160-0438	0000	9,100.000	6,089.000	6,089.000	6,089.000	67%	1.50000	\$9,133.50
Final TV Investigation and Log, 24 4027001 0040 - 36 inch Combined Sewers	4 4027001	0040	0160-0438	0000	3,600.000	1,455.000	1,455.000	1,455.000	40%	1.5000	\$2,182.50
_ Final TV Investigation and Log, 42 4027001 0045 - 48 inch Combined Sewers	2 4027001	0045	0160-0438	0000	2,900.000	169.000	163.000	169.000	6%	2.0000	\$338.00
■ Final TV Investigation and Log, 54 4027001 0050 inch Storm Sewers	4 4027001	0050	0160-0438	0000	800.000		0.000			3.0000	
Final TV Investigation and Log, 60 4027001 0055 inch Storm Severs	0 4027001	0055	0160-0438	0000	2,650.000		0.000			3.0000	
_ Final TV Investigation and Log, 72 4027001 0060 inch Storm Sewers (Man Entry)	2 4027001	0060	0160-0438	6000	550.000		0.000			5.0000	
Heavy Cleaning 06 - 12 inch Combined Sew ers	4027001 0065	0065	0160-0438	0000	2,750,000		0.000			1.00000	
. Heavy Cleaning 15 - 21 inch Combined Sew ers	4027001 0070	00700	0160-0438	0000	2,275.000	220.000	220.000	220.000	10%	1.00000	\$220.00
Heavy Cleaning 24 - 36 inch Combined Sew ers	4027001 0075	0075	0160-0438	0000	900.006		0000			1.00000	
	4027001 0080	0800	0160-0438	0000	725.000		0.000			1.00000	

Item Description	ltem Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	ំ ភ្លៃ ខ្ល	llnit Price	Dollar Amt. Paid To Data
Mineral Deposit, Rem	4027050 0085	1085	0160-0438	0000	100.000	70.000	70.000	70.000		20000	
_ Cutting Service Lead Protrusions 4037050 0090	4037050 0	060	0160-0438	0000	25.000		0000			50,000,05	00'DG/'L\$
Traffic Control, Major Street	8127051 0095	1095	0160-0438	0000	1.000		000.0			7 600 00000	
_ Traffic Control, Minor Street	8127051 0100	100	0160-0438	0000	1.000		0.000			5 000 000000	
Extra Heavy Cleaning	8167040 0105	105	0160-0438	0000	10.000	3.000	3.000	3.000	30%	200000000000000000000000000000000000000	<b>6</b> 036 00
Deliverables	8267051 0110	0110	0160-0438	0000	1.000		0000			2 500 00000	10.0.16¢
Cleaning 39 inch Combined Sewers	4027001 0115	015	0160-0438	0000	0.000		0.000			2.25000	
. Heavy Cleaning 39-inch Combined Sewers	4027001 0120	120	0160-0438	0000	0.000		0.000			1.00000	
Final TV Investigation and Log. 39-inch Combined Sewers	4027001 0125	1125	0160-0438	0000	0.000		0.000			1.50000	
_ Final TV Investigation and Log, 63 4027001 0130 inch Storm Sewers	3 4027001 6	1130	0160-0438	0000	0.000		0:000			5.0000	
Final TV Investigation and Log, 66 4027001 0135 inch Storm Sewers	4027001 (	1135	0160-0438	0000	0000		0.000			5.0000	
_ Deliverables	8267051 0140		0160-0438	0000	0.000		0.00			2 500 00000	
Percentage of Contract Completed(curr): 46%	ipfeted(cu	π): 46	2				Total /	Total Amount Paid This Estimate:	This Estin	iste.	SEN 232 76
(total paid to date / total of all authorized work)	all authoriz	ted wo	Ę.					Total Amount Paid To Date:	it Paid To (	late:	\$60,638.75

**Construction Pay Estimate Amount Balance Report** Eslimate: 1

Contract: .0160-0438

Estimate: 1

Page 2 of 2

176



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

51301 tedaoadam Road, Statey terraship, Mc020016 586,710,00444 jerwasanalor edar

September 24, 2021

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

Reference: Recommendation for Final Payment Robert E. Novitke Complex Generator AEW Project No. 0160-0427

Po 20-46063 # 420-902-977.101 0K-FB SM 10/21/21 Buisinger 1 d2 d21

Dear Mrs. Murphy:

Enclosed please find the Final Pay Application for payment to Motor City Electric Co. for the above referenced project. For work performed through September 19, 2021, we recommend issuing final payment for the Total Amount Due This Invoice of **\$47,552.00** to Motor City Electric Co., 9440 Grinnell, Detroit, MI, 48213. The Sworn Statement and Consent of Surety are attached to this letter.

If you have any questions, please advise.

Sincerely,

Ross Wilberding, PE

- cc: Frank Schulte, DPW Director Bruce Smith, City Administrator Jeanne Duffy Susan Como Motor City Electric Co.
- Enclosure: Application for Payment Sworn Statement Partial Unconditional Waiver Consent of Surety

M:\0160\0160-0427\ConstServices\PayEst\RecLetterFinal.docx

ALL TOTAL		, margana and a	
	Motor City Electric Co.	9440 GRINNELL DETROIT. MI 48213-1151	-1151
	"AN EQUAL OPPORTUNITY EMPLOYER" BEGISTEBED TO ISO 0004.0000		5
		PHONE: FAX:	(313) 921-5300 (313) 921-5310
TO: ANDERSON, ECH ATTN: ACCOUN	ANDERSON, ECKSTEIN, & WESTRICK, INC. ATTN: ACCOUNTS PAYABLE DEPT.	INVOICE NO. :	57801
51301 SCHOENHERR ROAD SHELBY TWP., MICHIGAN 48315	HERR ROAD AICHIGAN 48315	DATE:	09/16/21
RE: ROBERT E. NOV	ROBERT E. NOVITKE COMPLEX GENERATOR	CUSTOMER NO.: JOB NO.:	01007 207049
		SUBCONTRACT NO.:	0160-0427
CONTE	CONTRACT COMPLETED & STORED TO DATE: 100%	\$ 287,240.00	
	LESS RETENTION: 0%	\$ 0.00 \$ 287,240.00	
	LESS PREVIOUS PAYMENT REQUESTS: TOTAL AMOUNT DUE THIS INVOICE:	\$ 239,688.00 \$ 47,552.00	
Complete Electrical Construction	construction		
	-We hereby carlity that the articles and services covered by fitis invoice were produced and performed in compliance with all appröcible requirements of Section 6. 7 and 12 of the Fair Labor Standards Act, as amended, and or requisitors and orders of the Livines Yamamment of 1 abor inservent contract of Section 6.	h all appřicable requirements of Section 8. VI abor instant under Contra- 1.	

7 and 12 of the Fair Labor Standards Act, as amended, and of regutations and orders of the United States Department of Labor issued under Sections 14 thereof.\*

MENT AIA DOCUMENT G702	FECT:       APPLICATION NO:       57801       Distribution to:         ROBERT. E NOVITKE       PERIOD TO:       09/30/2021       Distribution to:         COMPLEX GENERATOR       PERIOD TO:       09/30/2021       Distribution to:         COMPLEX GENERATOR       PERIOD TO:       09/30/2021       Distribution to:         ROMERT. FOR CONTRACT NO:       1       OWNER       DOWNER         ROHITECT:       08/21/2020       1       ARCHITECT         RCHITECT:       08/21/2020       1       CONTRACT DATE:       08/21/2020	£	payments received from the Owner, and that current payment where is currect. 289,000.00 CONTRACTOR: MOTOR CITY ELECTRIC CO.	-1,760.00	287,240.00 By A A Cartin Date: 09/16/2021 State of Michigan County of: Wayne			287,240.00 ARCHITECT'S CERTIFICATE FOD ACAMENTATION COMPANY	239,688.00 In accordance with the Contract Documents, based on on-site observations and the data commission this multivities the contract based on on-site observations and the data	Architect's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.	.00 AMOUNT CERTIFIED \$	(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are charged to conform to the Amount Certified)	ARCHITECT By: Date:	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of Payment are without prejudice to any rights of the Owner or Contractor under this Contract.	
IR PAYMI	PROJECT: ROBERT. E COMPLEX C VIA ARCHITECT:	PAYMEN v, in connect G703 is atta	ь	÷	s)	<del>69</del>	<del>69</del>	64	<del>6</del> 3	477	\$				
APPLICATION AND CERTIFICATE FOR PAYMENT	TO OWNER: ANDERSON, ECKSTEIN, & WESTRICK, INC. 51301 SCHOENHERR ROAD SHELBY TWP., MI 48315 FROM CONTRACTOR: Motor City Electric Co.	9440 Grinnell TION FOR PAYMENT Detroit MI 48213-1151 shown below, in connection with www.weinery.comment G703 is attached.	1. ORIGINAL CONTRACT SUM	2. Net change by Change Orders	3. CONTRACT SUM TO DATE {Line 1 + 2}	4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	5. RETAINAGE:	6. TOTAL EARNED LESS RETAINAGE (Line 4 less line 5 lotal)	7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	B. CURRENT PAYMENT DUE	9. BALANCE TO FINISH, INCLUDING RETAINAGE // ine 3 leve 1 ine R1				

	MPLEX		RETAINAGE (IF VARIABLE	RATE)	8	8		8	R		2	E	3	100	30		8	8		8		00	0 <u>.</u>	8	9	00		
	Robert. E Novitke Complex Generator	H	BALANCE	TO FINISH (C - G)	8	8		00.	00	00		8			8		8	0.				8	8	8	8		5	ŝ,
207049	ROBERT, E N GENERATOR			رد د م	100	1001	Ę	35	3	100		100		13	100		3	190	441	3	1007	3	B	100	<del>1</del> 00			
PROJECT NO:	PROJECT NAME:	σ	TOTAL COMPLETED AND	SIORED TO DATE (C+E+F)	13,980.00	1,055.00	A 295 A	5 650 001	ייייייייייייייייייייייייייייייייייייי	7,700.00		5,000.00		12,340.00	27,125.00		180,110.00	8,845.00	5 696 001		140.004.4	00.004.4	3,443,UU	9,400.00	-1,760.00	287,240.00		
	ŭ	ш	MATERIALS	NOT IN DOR E	8	8	E		2	8		8		8	8		3	8	1.0	5	8	3	3	8	8		00	
		ш	WORK COMPLETED THIS DESITIO		8	8	100	8	2	7,700.00		5,000.00		00	00	00	3	00.	5.535.00			2 AA5 DD		1,000,00	-1,760.00	20,920,00		
		٥	WORK COMPLETED FROM PREVIOUS APPI HCATHON	(0+E)	00:008'01	nn'sen'l	4,385.00	5,650,00		<u>8</u>		00		12,340.00	27,125.00	180 110 60	an'ni i nai	8,645.00	00		4 430.00	00	NO ON B	00'00+'0	NN.		266,320.00	
		v	SCHEDULED	13 980 00	1 065 00	00000-1	4,385.00	5,650.00		7,700.00		1 100'1300'C		12,040,010	27,125.00	180 110 RM		5,642.00	5,535.00		4,430.00	3.445.00	00 007 6	00,007.10	00'00'1-	267.240.00		
,		Ð	DESCRIPTION OF WORK	MOBILIZATION	AUDIO-VISUAL RECORD	OF CONSTRUCTION AREA	TREE REMOVALS	REMOVE AND SALVAGE	EXISTING GENERATOR	RESTORE GENERATOR				MONEY ELECTERAL	SYSTEM	200KW GENERATOR	ALTOMATIC TRANSCED	SWITCH (600AMP)	AUTOMATIC TRANFER	SWITCH (200AMP)	ARBORVITEA	RESTORATION	CONTINGENCY	CHANGE ORDER# 1				
		A	ITEM NUMBER	JQ.	202		50	104		5	106		201			601	110		111		112	113	114	115				

Page 1 of 1

09/30/2021 09/16/2021 57801

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

in tabulations below, amounts are stated to the nearest dollar.

AIA Document G702, APPLICATION AND CERTIFICATION PAYMENT, containing Contractor's signed Certification, is attached.

CONTINUATION SHEET

APPLICATION DATE: APPLICATION NO:

AIA DOCUMENT G703

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - AIA @ 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5392

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

180

## MCE JOB NO. 207049

## SWORN STATEMENT

STATE OF Michigan ) )SS

COUNTY OF Wayne

Barbara A. Dominick \_\_\_\_\_, being duly sworn, deposes and says:

That <u>Motor City Electric Co.</u> is the (contractor) (sub-contractor) for an improvement to the following described real property situated in <u>Macomb</u> County, Michigan, described as follows:

Anderson, Eckstein & Westrick, Inc. – Robert E. Novitke Complex Generator PO# 0160-0427 (Insert Legal Description of Property)

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages of fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

Name, address and telephone number of Subcontractor, Suppler, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Amount of Laborer Wages Due	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
All labor and applica	ble taxes paid to	o date throug	jh week endin	g 09/11/21		
All fringe benefits pa	id to date throug	gh week end	ling 08/28/21			
All suppliers providin	g materials that	have not co	me out of con	tractor's inver	ntory have been	n paid in full.
Ideal Contracting	Subcontractor	59,970.00	42,805.80	19,064.20	0.0	0.00
Totals						

(Some columns may not be applicable to all persons listed)

MCE JOB NO. 207049

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above. <sup>1</sup>

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as <u>Accounts Receivable Manager</u> of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which my be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 or the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

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

Barbara A. Dominick

Deponent-

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE MICHIGAN CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this

<u>\_16<sup>th</sup>\_\_</u> day of <u>September</u>\_\_. 2021\_\_

Bertha M. Little Notary Public In and For <u>Wayne</u> County, <u>Michigan</u> My Commission Expires: 08/28/25



Bertia M. Little NOTARY PUBLIC - STATE OF MICHIGAN County of Wayne My Commission Expires 8/28/2025 Acting in the County of

<sup>&</sup>lt;sup>1</sup>Material furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.

PARTIAL UNCONDITION	MCE JOB NO.: 207049
I/we have a contract with Motor City Electric Co.	
to provide subcontract work for the improvement to the	property described as:
ROBERT E. NOVITKE	-
COMPLEX GENERATOR	· · · · · · · · · · · · · · · · · · ·
Purchase Order No.: 7003 and hereby waive my/our construction lien to the amount and/or materials provided through <u>11/25/20</u> .	
This waiver, together with all previous waivers, if any all amounts due to me/us for contract improvements provi	r, does does not cover ded through date shown above.
	IDEAL CONTRACTING
BY:	Ashley Fast
	Ashley Fast
· · · · · · · · · · · · · · · · · · ·	(Print Of Type Name Of Person Signing Walver)
	Project Accountant
Address:	2525 CLARK STREET
Telephone:	DETROIT, MI 48209 (313) 843-8000
Signed on: Fax:	(313) 843-2532
rex:	(313) 843-2532

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY FOR YOUR RECORDS

.

## **<sup>®</sup>AIA**<sup>°</sup> Document G707<sup>™</sup> – 1994

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER: 🖾
Robert E. Novitke Complex Generator, AEW Project No.	CONTRACT FOR: Construction	ARCHITECT:
0160-0427		
		SURETY: 🖾
TO MANED (Mana and address)	CONTRACT DATED. 8/40/2020	OTHER: 🛛
TO OWNER; <i>(Name and address)</i> City of Grosse Pointe Woods 20025 Mack Plaza	CONTRACT DATED: 8/10/2020	
<u>Grosse Pointe Woods, MI 48236-2</u>	2397	······································
In accordance with the provisions of the Co (Insert name and address of Surety)	ntract between the Owner and the Contractor as indicated	d above, the
Liberty Mutual Insurance Compa	any	
175 Berkeley Street		
Boston, MA 02116		, SURETY,
on bond of (Insert name and address of Contractor)		
Motor City Electric Co.		
9440 Grinnell		
<b>Detroit, MI 48213-1151</b> hereby approves of the final payment to the Surety of any of its obligations to <i>Unsert name and address of Owner</i> )	Contractor, and agrees that final payment to the Confract	, CONTRACTOR, tor shall not relieve the
City of Grosse Pointe Woods		
20025 Mack Plaza		
Grosse Pointe Woods, MI 48236-	2397	, OWNER,
s set forth in said Surety's bond.		
N WITNESS WHEREOF, the Surety has he insert in writing the month followed by the i	ercunto set its hand on this date: September 23, 202 numeric date and year.)	21
	Liberty Mutual In	isurance Company
	(Surety)	/5
		<
a loss a los a	بر با مربع المربع ا	/
and the second	(Signature of authorized	representative
Aticst:	and the second	representative

AIA Document G707 TM - 1994. Copyright © 1982 and 1984 by The American Institute of Architects. All rights reserved, WARNING: This AIA\* Occument is protected by U.S. Copyright Law and International Treatles. Unauthorized reproduction or distribution of this AIA\* Document, or any portion of it. may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

1



ł

credit

ö

letter

loan,

Not valid

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8198086-013068

Liberty Mutual Insurance Company

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duty organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duty organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint. Anne Barick; Holly Nichols; Jason Rogers; Mark Madden, Michael D. Lechner; Nicholas Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

all of the city of Rochester Hills state of each individually if there be more than one named, its true and lawful attorney-in-fact to make, MI execute, seat, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surely obligations, in pursuance of these presents and shell be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this \_\_30th \_\_day of \_\_November \_\_, \_\_2018 \_,

INSUA The Ohio Casualty Insurance Company NSU/ INS West American Insurance Company PENNSYLVANIA of MONTGOMERY SS <u>30th</u> day of <u>November</u> <u>201X</u> before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Muluai Insurance Ontained by signing on behalf of the corporations by himself as a duly authorized officer. ESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written. 1991 rantees State of PENNSYLVANIA guar County of MONTGOMERY value On this Company. The Ohio Casualty Company, and West American Insurance Company, and Ihat he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. <u>n</u> IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written. es es Attorney or email note, l rate or Teresa Pasteão, Notory Potec By: Teresa Pastella, Notary Public Montgomery County unitation capters March 28, 2025 폌 Contraination member 1126044 igaye, terest r r Power of / -832-8240 c This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual e, inte Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: ø ARTICLE IV - OFFICERS: Section 12, Power of Attorney. ō <u>ğ</u>9 Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the For bond and please call 61 currency President may prescribe, shall appoint such attorneys in fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney in-fact under the provisions of this article may be revoked at any time by the Board. The Chairman, the President or by the officer or officers granting such power or authority. ARTICLE XIII -- Execution of Contracts: Section 5. Surely Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe. shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seat, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signalure of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surely bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C, Llewellyn, the undersigned, Assistant Secretary. The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

2021 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of September .



By:

Renee C. Llewellyn, Assistant Secretary



Shawn Murphy, Controller

20025 Mack Avenue

City of Grosse Pointe Woods

ANDERSON, ECKSTEIN & WESTRICK, INC. SURVEYORS K KEHITECTS CIVIL ENGINEERS S1301 Schoenherr Rom, Sheiby Township, MI 48315 CITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT NOV - 1 v2021aewinc.com

October 8, 2021

PO 21-46244 #592-537-977.300 OK- F.S. Grosse Pointe Woods, Michigan 48236-2397

Reference: 2021 Water Main Replacement Program Hollywood, Severn & Christine Court AEW Project No. 0160-0426

Dear Mrs. Murphy:

Enclosed please find Construction Pay Estimate No. 3 for the above referenced project. For work performed through October 3, 2021 we recommend issuing payment for the Net Earnings this Period (see Page 3) in the amount of \$364,113.69 to Fontana Construction, Inc., 6340 Sims Drive, Sterling Heights, MI 48313

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

Sincerely;

Ross T. Wilberding, PE Project Manager

SM 10/20/21 Buen Entra 10/20/2

cc: Bruce Smith, City Administrator Frank Schulte, Director of Public Services Jeanne Duffy Susan Como Fontana Construction, Inc.



Anderson, Eckstein and Westrick, Inc.

10/8/2021 11:54 AM

FieldManager 5.3c

## Contract: .0160-0426, 2021 Water Main Replacement Program

Estimate No.	D	imate ate		ntered By	Estimate Type	Managing Office
3	10/3	/2021	Michelle A	Inkawi	Semi-Monthly	Anderson, Eckstein and Westrick, Inc.
All Contra Work Comp			truction ad Date 21	Prime Contra Fontana Cons 6340 Sims Dri Sterling Heigh	truction, Inc. ve	
Comments Current Contra % Completed:		unt: \$1,6	25,631.70			

## Item Usage Summary

Project: Christine Ct., Vernier to end of cul-de-sac Category: 0000,

			Prop.						
Item Description	Unit	Item Code	<u>L</u> n.	Line No.	туре	No.	Quantity	Item Price	Dollar Amount
Dr Structure, Rem	Ξa	2030011	0015	0015	00	000	2.000	500.00	\$1,000.00
Sewer, Rem, Less than 24 inch	Ft	2030015	0020	0020	00	000	39.000	40.00	\$1,560.00
Sidewalk, Rem	Syd	2040055	0030	0030	00	000	40.720	9.00	\$366.48
Station Grading	Sta	2057002	0040	0040	00	000	3.000	3,000.00	\$9,000.00
Aggregate Base, 8 inch	Syd	3020020	0060	0060	00	000	508.580	25.00	\$12,714.50
_ Geogrid	Syd	3087011	0070	0070	00	000	485.580	5.00	\$2,427.90
Sewer, Ci IV, 12 inch, Tr Det B	Ft	4020987	0075	0075	00	000	38.900	50.00	\$1,945.00
Dr Structure Cover, Adj, Case 1	Ea	4030005	0090	0090	00	000	1.000	400.00	\$400.00
Dr Structure, 24 inch dia	Ea	4030200	0095	0095	00	000	1.000	2,000.00	\$2,000.00
Dr Structure, 48 inch dia	Ea	4030210	0100	0100	00	000	1,000	4,000.00	\$4,000.00
Dr Structure, Tap, 12 inch	Ea	4030312	0105	0105	00	000	1.000	500.00	\$500.00
Catch Basin Cover, Restricted, GPW	Ea	4037050	0110	0110	00	000	2.000	501.00	\$1,002.00
_ Combined Manhole Cover, GPW	Ēa	4037050	0115	0115	00	000	1.000	488.00	\$488.00
Underdrain, Subgrade, 4 inch	Ft	4040071	0125	0125	00	000	323.000	15.00	\$4,845.00
_ Pop-Up Emitter, Storm Drain, Residential	Ea	4047050	0130	0130	00	000	1.000	50.00	\$50.00
Conc Pavt w/ Int Curb,Nonreinf,7	Syd	6020162	0135	0135	00	000	471.400	69.00	\$32,526.60
Joint, Plane-of-Weakness, W	Ft	6020211	0145	0145	00	000	996.300	6.00	\$5,977.80
Joint, Expansion, Erg	Ft	6030021	0150	0150	00	000	11.700	18.00	\$210.60
Driveway, Nonreinf Conc, 6 inch	Syd	8010005	0160	0160	00	000	55.720	50.00	\$2,786.00
Sidewalk, Conc, 4 inch	Sft	8030044	0165	0165	00	000	470.000	4.50	\$2,115.00



10/8/2021 11:54 AM

FieldManager 5,3¢

## Item Usage Summary

Project: Christine Ct., Vernier to end of cul-de-sac Category: 0000,

Unit	ltem Code					Quantity	Item Price	Dollar Amount
Sft	8030046	0170	0170	00	000	50.000	4.75	\$237.50
						Subtotal for Cat	agory 0000:	\$86,152.38
					Subt	otal for Project C	hristine Ct.:	\$86,152.38
		Sft 8030046	Unit Item Code Ln. Sft 8030046 0170	Unit Item Code Ln. Line No. Sft 8030046 0170 0170	Unit Item Code Ln. Line No. Type Sft 8030046 0170 0170 00	Sft 8030046 0170 0170 00 000 Subt	Unit Item Code Ln. Line No. Type No. Quantity Sft 8030046 0170 0170 00 000 50.000 Subtotal for Cate Subtotal for Project C	Unit Item Code Ln. Line No. Type No. Quantity Item Price Sft 8030046 0170 0170 00 000 50.000 4.75 Subtotal for Category 0000: Subtotal for Project Christine Ct.:

## Project: Hollywood, Marter to Goethe Category: 0000,

			Prop.	Project	ltem	Mod.			
Item Description	Unit	item Code	Ln.	Line No.	Туре	No.	Quantity	Item Price	Dollar Amount
Tree, Rem, 19 inch to 36 inch	Ea	2020002	0270	0270	00	000	11.000	1,200.00	\$13,200.00
Tree, Rem, 37 inch or Larger	Ëa	2020003	0275	0275	00	000	2.000	2,000.00	\$4,000.00
Tree, Rem, 6 Inch to 18 inch	Ea	2020004	0280	0280	00	000	14.000	500.00	\$7,000.00
Sidewalk, Rem	Syd	2040055	0290	0290	00	000	43.580	9.00	\$392.22
_ Driveway, Rem	Syd	2047011	0300	0300	00	000	99.510	9.00	\$895.59
Sanitary Lead Repair	Ea	4027050	0320	0320	00	000	5.000	1,000.00	\$5,000.00
Gate Valve, 8 inch	Ea	8230062	0400	0400	00	000	2.000	2,000.00	\$4,000.00
Gate Well,Rem	Ea	8230076	0405	0405	00	000	2.000	475.00	\$950.00
Hydrant, Rem	Ëa	8230091	0410	0410	00	000	5.000	475.00	\$2,375.00
Gate Well, 60 inch dia	Ea	8230360	0430	0430	00	000	2.000	2,900.00	\$5,800.00
_ Irrigation Pipe, Furn and Install	Ft	8237001	0435	0435	60	000	8.000	0.01	\$0.08
_ Water Main, HDPE, DR11, 8 inch, Pipe Bur st	۴t	8237001	0440	0440	00	000	1,844.100	95.00	\$175,189.50
Fire Hydrant Assembly	Ea	8237050	0445	0445	00	000	5.000	5,100.00	\$25,500.00
_ Gate Well Cover, GPW	Ea	8237050	0450	0450	00	000	2.000	488.00	\$976.00
Water Main Connection, 8 inch	Ea	8237050	0465	0465	00	000	1,000	2,100.00	\$2,100.00
_ Water Serv, Modified	Ea	8237050	0470	0470	00	000	88.000	580.00	\$51,040.00
_ Temporary Water Service	LS	8237051	0480	0480	00	000	0.800	25,000.00	\$20,000.00
							Subtotal for Cat	egory 0000:	\$318,418.39
						Sub	total for Project	Hollywood:	\$318,418.39

Total Estimated Item Payment: \$404,570.77

## **Time Charges**

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



10/8/2021 11:54 AM

FieldManager 5,3c

## **Pre-Voucher Summary**

Project	Vo	ucher No.	ltem Payment	Stockpile Adjustment	Dollar Amount
Christine Ct., Vernier to end of cul-de-sac		0003	\$86,152.38	\$0.00	\$86,152.38
Hollywood, Marter to Goethe		0003	\$318,418,39	\$0.00	\$318,418.39
				Voucher Total:	\$404,570.77
Summary					
Current Voucher Total:	\$404,570.77		Earnings to	date:	\$552,529.06
-Current Retainage:	\$40,457.08		- Retainage to	date:	\$55,252.91
-Current Liquidated Damages:	\$0.00	-	Liquidated Damages to	date:	\$0.00
-Current Adjustments:	\$0.00		- Adjustments to	date:	\$0.00
Total Estimated Payment:	\$364,113.69		Net Earnings to	date:	\$497,276.15
			- Payments to	date:	\$133,162.46
			Net Earnings this pe	riod:	\$364,113.69

## **Estimate Certification**

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

Ross T. Wilberding, PE

10/8/21 (Date)

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c 10/8/2021 11:54 AM

Contract: .0160-0426, 2021 Water Main Replacement Program

Project: Christine Ct., Vernier to end of cul-de-sac

	Item Description	Code	Authorized Oty. U	Quantity This Unit Estimate	Oty. Paid To Date	Total Oty. Placed	% Cot	Unt Price	Dollar Amt. Beid TA Dete
5000	Mobilization. Max 3%	1500001	0.200 LS		n15 n		100K		
01-10	Tree, Rem, 6 inch to 18 inch	2020004	4.000 Ea		2 000	007.0		000630'8000'ez	\$5,000.00
0015	Or Structure, Rem	2030011	2.000 Ea	000 6	0.000	3.600	0461	500.0000	\$1,500.00
0020	Sewer, Rem, Less than 24 inch	2030015	Menner	,	10.000	7.050	6751	500,00900	\$1,000.00
0025	Pavi. Rem	2040050	0.00 MMU S.m.			(KA)'61	140%	\$0,0000	\$1,560.00
0030	Sidewalk, Rem	2540055			107.125	931.200	100%	10.0000	\$9,312.00
0035	_ Driveway, Rem	2047013	BE DOOL	40.120	165.161	151,350	1376%	9-0000	\$1,362,15
0040	_ Station Grading	2057002	a formation	1000	103. FOU	133.160	4/ CL	9,000(9)	\$1,198.44
0045	<ul> <li>Subgrade Undercutting, Modified</li> </ul>	2057021	200 000 505		3.000	3.006	%nnt	3,000.00000	\$9,000.00
00210	_ Subgrade Undercutling, Special	2057021	250.0K0 Cvd		600.0			40.0000	
0055	Ero Con, inlet Protection, Fabric Drop	2080020	2.000 Ea		6000 O			30.00000	
0000	Aggregate Base, 8 inch	3020020	1 040 069 Surf	ri GAR KAN			1000	30.0000	
0065	Maintenance Gravel	3060020	309.000 Tree		000'60n'i	100,859,1	0%.FA	25.00000	\$25,992.00
00700	_ Geogrid	3087011	1 DAD DDD Sud	405 500	0,000			20.00000	
0075	Sewer, CHV, 12 inch. Tr Det 8	TRANCOL	10 000 000 1	•	1,1016,460	1,016.680	38%	5.00000	\$5,083.40
0080	External Structure Whan 18 Inch	5060704	2010.002 2010.002	34,903	38.900	36.900	195%	50.00000	\$1,945.00
0084	Sandayu   aad Revair	000/204	4,000 Ea	_	0.000			600.00000	
2000		402/100	2.000 Ea		0.000			1,000.00000	
2	ol okadure corer, Auj, Case i	4030905	2.000 Ea	1.000	1.000	1,000	50%	400.00000	on hubs
	or outdotte, 24 inch taa	4030200	1.000 Ea	1.000	1.000	1.000	100%	2,690,00069	
		4030210	1.000 Ea	1.000	1.000	1.003	100%	4,690,00000	
0102	ur Situatre, 18p, 12 inch	4030312	1.000 Ea	1.000	1.000	1.000	100%	560 00000	00,000,54
0110	_ Catch Basin Cover, Restricted, GPW	4037050	2.000 Ea	2.000	2.630	2 000	100%	50000 F03	Minanet .
0115	_ Combined Manhole Cover, GPW	4037050	2.000 Ea		1.600	1 008	50%	onno. Loc	\$1,002.00
0120	Dr Structure Trap. 12 inch	4037050	2.000 Ea		CCAU US			00000-00	5488.00
0125	Underdrain, Subgrade, 4 inch	4040071	650 800 Ft	000 268	0000 200	440 FC0	1040	58,00000	
0130	Pop-Up Emitter, Storm Drain,	4047050	1 000 5-		1000 1000	000.100		15.60000	\$9,555.00
	Residential			nnn:L	1.000	1.000	100%	50.0000	\$50.00
0115	Conc Pavi w/ Int Curb, Nonreint, 7 inch	6020162	830.000 Syd	đ 471.40D	909, 752	937,800	301%	64 60000	
0140	Joiel, Expansion, E2	6020207	68.000 Ft		0.000			23.00000	\$04'', US.20

-

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c 10/8/2021 11:54 AM

Project: Christine Ct., Vernier to end of cul-de-sac

0
0
ā
-
-
<b>C</b>
Ξ.
≚.
3
đ)
-
æ
×3.
÷

Pro- Line         Ther Internet for the formation         The formation<	Category:	y: 0000,								
Joint, Expansion, Erg         Joint, Expansion         Joint, Expansion         Placed         % Cpt, Unit Price         Part of a control         Second         Second <t< th=""><th>Prop Line</th><th>ftem Description</th><th>ltam Corte</th><th></th><th></th><th>Oty. Pald</th><th>Total Cty.</th><th></th><th></th><th>Dollar Amt</th></t<>	Prop Line	ftem Description	ltam Corte			Oty. Pald	Total Cty.			Dollar Amt
Joint         Plane         Plane <th< th=""><th></th><th></th><th>-</th><th></th><th>F</th><th>To Date</th><th>Placed</th><th>% Cpt</th><th>Unit Price</th><th>Paid To Date</th></th<>			-		F	To Date	Placed	% Cpt	Unit Price	Paid To Date
Oriel:         Control         Control <thcontrol< th=""> <thcontrol< th=""> <thco< td=""><td>0145</td><td>Joint, Plane-ol-Weakness, W</td><td>6020211</td><td>650 000 Et</td><td>005 300</td><td>200 000</td><td></td><td></td><td>5</td><td></td></thco<></thcontrol<></thcontrol<>	0145	Joint, Plane-ol-Weakness, W	6020211	650 000 Et	005 300	200 000			5	
Lare Ta, Eyory Ancholed         63000         54000         54000         54000         54000           Direway, Namein Conc, e Inch         803004         6000031         1,170         34200         34200         34200         5,0000         5,0000           Stewalk, Conc, e Inch         803004         6000031         4,0000         5,0000	0150	Joint, Expansion, Erg	6036024	43 AND CE		http://	296,300	W.Cci	6.00000	\$5,977.80
Direventy, noncent         0.000         5.000 <td>0€SE</td> <td>l ana Tia Shoon Android</td> <td></td> <td></td> <td></td> <td>34.200</td> <td>34.200</td> <td>155%</td> <td>18.0000</td> <td>\$615.60</td>	0€SE	l ana Tia Shoon Android				34.200	34.200	155%	18.0000	\$615.60
Intervensy, Nonternit Conc. 6 enc)         81,0005         85,000         85,720         90,310         196%         90,0000           Stewark, Conc. 6 inch         80,000         81,7756         1,223,600         1,223,600         1,235,600         1,236,000         4,6000           Filterk, Control, Christien C1         817766         1,000 Ea         0,000         81,756         4,75000         24,500         24,500         24,500         5,0010000           - Traffic Control, Christien C1         817766         1,000 Ea         0,000         24,500         24,500         5,001000           - Poposel Surface, Fun, 3 Inch         810055         340,000 Syd         0,000         1,000         1,000         4,0000           Water, Soding/Secting         85,00100         1,000         1,000         1,000         1,000         4,5000           - Mater Kac, Soding/Secting         85,00100         1,000         1,000         1,000         1,50000           - Mater Kac, Soding/Secting         85,00100         1,000         1,000         1,000         1,15,0000         1,15,0000           - Mater Son, POC, SDR 1, 4 Sinch, T         8237050         1,000 Ea         1,000         1,000         1,000         0,01000           - Soninter Haad         823705			0130630	30.000 Ea		0.000			5 DCS3ND	
Sidewalk, Conc, 4 Incl.         8030044         100.001 St.         470 000         1.223.560         1.224%         4.5000           Traffic conc, 6 Incl.         817056         300.000 St.         50.000         244.500         224.500         224.500         274%         4.5000           Traffic conc, Christline CI         817056         4000 Ea         0.0000 St.         50.000         244.500         224.500         275.0000           Proposed Trees         817056         340.000 Syd         0.000         1.0000         244.500         274.500         4.5000           Sodifys         860051         340.000 Syd         0.000         1.0000         1.0000         5.000000         5.000000           Valer, Somadings         860051         340.000 Syd         0.000         1.0000         1.35.0000         5.000000         5.000000         5.000000         5.000000         5.000000         5.0000000         5.0000000         5.0000000         5.0000000         5.0000000         5.0000000000         5.0000000000         5.0000000         5.0000000         5.00000000         5.0000000         5.0000000         5.0000000         5.0000000         5.000000         5.000000         5.0000000         5.000000         5.000000         5.000000         5.000000         5.000000	0160	Larveway, Nordelint Conc. 6 Inch	8010005	85.000 Sy		90.310	90 340	105%	20000	
Sidewalk, Conc, 6 ich,         8030045         300.000 Sit         50.00         244.500         25.000         45000           Tenfic Control. Christine Ci         317756         1000 Ea         0.000         5,000         3,000         5,000         3,000         5,000         1,000         1,000         1,000         1,000         1,000         1,000         1,000         1,000         1,000         1,000         1,000         1,000         1,000         1,50000         1,50000	0165	Sidewalk, Conc. 4 inch	8030044	100.000 St	4	1 293 CM	112 600	10140	nnkan'ne	\$4,515,50
Traffic Control. Christine Ci       877050       1,000       244,500       8750       4,7000         Proposed Trees       8177050       1,000       8177050       1,000       5,000       5,000         Proposed Trees       8177050       1,000       8160057       4,000       5,000       5,000         Optionsed Trees       8177050       1,000       8160057       4,000       5,000       5,000         Optionsed Trees       8177050       1,000       1000       1,000       1,000       5,000         Varier, Stading/Seefing       8160050       1,000       1,000       1,000       1,000       1,000         Migratic Prop. Fun: and Inside       8227001       240,000       1,000       1,000       1,000       1,000         Migratic Prop. Fun: and Inside       8227001       240,000       0,000       1,000       1,000       1,000         Migratic Prop. Fun: and Inside       8227001       240,000       0,000       0,000       1,55,0000         Water Main, PUC, SDR 14, & inch, T       8227001       270,000       1,000       1,000       1,000       1,000         Water Main, PUC, SDR 14, & inch, T       8227001       2,000       1,000       1,000       1,000       1,000 <td>0170</td> <td>Sidewalk, Conc, 6 inch</td> <td>\$030046</td> <td></td> <td>r</td> <td></td> <td>000.022,5</td> <td>Q. +77</td> <td>4,50000</td> <td>\$5,506.20</td>	0170	Sidewalk, Conc, 6 inch	\$030046		r		000.022,5	Q. +77	4,50000	\$5,506.20
Poppaget Trees         817,000         1,000 Ea         0,000         5,000,0000         5,000,0000         5,000,0000         5,000,0000         5,000,0000         5,000,0000         5,000,0000         5,000,0000         5,000,0000         5,000,0000         5,000,0000         5,000,0000         5,000,0000         5,000,0000         5,000,0000         5,000,000         5,000,000         5,000,000         5,000,000         5,000,000         5,000,000         5,000,000         5,000,000         5,000,000         7,7,5,000,00         7,2,10,0,000,00         7,2,0,00,00	0175	Tratific Control. Christine Ct	6137050			244,500	244,500	82%	4,75000	\$1,161,38
- Trybueart ress     315/1560     4.000 Ea     0.000     500.0000       Solding Solding Water, Solding/Seerding     315/1560     4.000 Syd     0.000     5.00000       Water, Solding/Seerding     315/0150     1.000     1.000     1.000     1.000       Water, Solding/Seerding     315/0150     1.000     1.000     1.000     1.000       Water, Solding/Seerding     310,000 Syd     0.000     0.000     7.5,0000       Water, Solding/Seerding     310,000 Syd     0.000     1.000     1.000     1.000       Water, Solding/Seerding     3500051     0.000     0.000     1.000     1.000       Water Serv, SDF 14, 8 irch, Tr     2237050     1.000     1.000     1.000     1.000       Seriel Hydrath Assembly     2237050     1.000 Ea     0.000     0.000       Seriel Hydrath Assembly     2237050     1.000 Ea     0.000     0.000       Water Serv, Modified     8237050     0.000 Ea </td <td>0404</td> <td>Distanced Trans</td> <td></td> <td>1.630 Ea</td> <td></td> <td>0.000</td> <td></td> <td></td> <td>5,000,00000</td> <td></td>	0404	Distanced Trans		1.630 Ea		0.000			5,000,00000	
Solding         Solding <t< td=""><td>6101.0</td><td></td><td>8157050</td><td>4.000 Ea</td><td></td><td>0.000</td><td></td><td></td><td></td><td></td></t<>	6101.0		8157050	4.000 Ea		0.000				
Topsoel         Stritter         # 46005         340000 Syd         350000 <th< td=""><td>0185</td><td>Sodding</td><td>8160055</td><td>340.000 SM</td><td></td><td>0.020</td><td></td><td></td><td></td><td></td></th<>	0185	Sodding	8160055	340.000 SM		0.020				
Water, Sodding/Secting         \$16000         #40000         #40000         #40000         #40000         #40000         #40000         #40000         #40000         #40000         #40000         #40000         #40000         #40000         #40000         #40000         #40000         #5,000000         #5,00000         #5,00000         #5,00000         #5,00000         #5,00000         #5,00000         #5,00000         #5,00000         #5,00000         #5,00000         #5,00000         #5,00000         #5,00000         #5,00000         #5,00000         #5,000000         #5,000000         #5,000000 <td>0190</td> <td>Fopsoil Surface, Furn, 3 inch</td> <td>3160061</td> <td>340.000 Sw</td> <td>T</td> <td>0000</td> <td></td> <td></td> <td>3,00000</td> <td></td>	0190	Fopsoil Surface, Furn, 3 inch	3160061	340.000 Sw	T	0000			3,00000	
Hydrart, Rem         6.000         1.000         1.000         75,0000           Inigation Pipe, Furm and Instaff         823003         1.000         1.000         1.006         475,0000           Water Main, PVC, SDR 14, 8 inch, IT         823701         240,000 Fi         0.0100         0.01000           Water Main, PVC, SDR 14, 8 inch, IT         823705         1.000 Fi         0.0100         0.01000           Water Main, PVC, SDR 14, 8 inch, IT         823705         1.000 Ea         0.01000         1.25,00000           Water Main, PVC, SDR 14, 8 inch, IT         8237050         1.000 Ea         0.01000         1.25,00000           Spiniker Head         40j         8237050         1.000 Ea         0.000         0.01000           Spiniker Head         A0j         8237050         1.000 Ea         0.000         0.01000           Water Main Connection, 6 inch         8237050         1.000 Ea         0.000         0.000           Water Serv, Kotend, Modified         8237050         1.000 Ea         0.000         0.0000           Water Serv, Extend, Modified         8237050         1.000 Ea         0.000         0.000           Water Serv, Kotend         8237050         1.000 Ea         0.000         0.0000           Water Main Conne	0195	Water, Sodding/Seeding	8160090			2001/A			4.0000	
Inigation Pipe, Fum and Inside         example         1.000         1.000         1.000         1.000         1.000         1.000         1.000         1.000         1.000         1.000         1.000         1.000         0.01100         0.01100         0.01100         0.01100         0.011000	0200	Hydrant Rem		10.000		0.000			75.0000	
Impation         Panel Free         Comparison         Comparison <thcomparison< th="">         Comparison         Comparison</thcomparison<>			1400670	1.000 Ea		1.000	1,000	%00f	475 GUUU	40 LL 4
Water Main, PVC, SDR 14, 8 inch, Tr         8237001         270.000 File         0.000         1.000         1.000         1.25.00000           - File Mytant Assembly         8237050         1.000 Ea         0.000         1.000         1.000         125.0000           - Spinker Head         8237050         1.000 Ea         0.000         0.1000         0.1000         0.1000           - Spinker Head, Agi         8237050         15.000 Ea         0.000         0.000         0.1000         0.1000           - Spinker Head, Agi         8237050         15.000 Ea         0.000         0.000         0.1000         0.1000           - Water Serv, Extend, Modified         8237050         5.000 Ea         0.000         0.000         0.0000         0.1000           - Water Serv, Special         8237050         1.000 Ea         0.000         0.000         5.000 Ea         0.000         5.00000         5.000 Ea         0.000         5.00000         5.000 Ea         5.000 Ea         0.000         5.00000         5.00000         5.00000         5.00000         5.00000         5.00000         5.00000         5.000 Ea	0205	_ imgation Pipe, Fum and Inside	8237001	240.000 Fi		0.000				24/2-00
- Fire Hydrant Assembly       8237050       1.000 Ea       1.000       1.000       5.100.00000         - Sprinkler Head       8337050       15.000 Ea       0.01000       0.01000       0.01000         - Sprinkler Head       8337050       15.000 Ea       0.0000       0.01000       0.01000         - Sprinkler Head       8337050       15.000 Ea       0.0000       0.0000       0.01000         - Water Main Connection, 6 inch       8237050       1.000 Ea       0.0000       0.0000       0.0000         - Water Serv, Extend, Modified       8237050       5.000 Ea       0.0000       0.0000       5.000 Ea       0.0000         - Water Serv, Special       8237050       1.000 Ea       0.000       5.000 Ea       0.0000         - Water Serv, Special       8237051       1.000 LS       0.000       5.000 Store       2.900.00000         - Water Main, Abandon       8237051       1.000 LS       0.000       2.900.00000       2.900.00000         - Rubbish Pickup       8207051       0.200 LS       0.000       2.900.00000       2.900.00000         - Rubbish Pickup       8207051       0.200 LS       0.000       2.900.00000       2.900.00000         - Rubbish Pickup       8207051       0.200 LS       0.0000 </td <td>0210</td> <td>_ Water Main, PVC, SDR 14, 8 inch, Tr Det G</td> <td></td> <td>270.000 Ft</td> <td></td> <td>0.000</td> <td></td> <td></td> <td>0.01000</td> <td></td>	0210	_ Water Main, PVC, SDR 14, 8 inch, Tr Det G		270.000 Ft		0.000			0.01000	
Sprinker Head       237050       1,000       1,000       1,000       0,1900         Sprinker Head       237050       15,000 Ea       0,000       0,1900       0,1900         Water Mexin Connection, 6 inch       8237050       15,000 Ea       0,000       0,1900       0,1900         Water Mexin Connection, 6 inch       8237050       1,000 Ea       0,000       0,000       0,1900       0,1900         Water Serv, Extend, Modified       8237050       5,000 Ea       0,000       0,000       5,000 Ea       0,000         Water Serv, Extend, Modified       8237050       5,000 Ea       0,000       6,000       120%       2,100,0060         Water Serv, Special       8237051       1,000 Ea       0,000       6,000       120%       5,00060         Water Serv, Special       8237051       1,000 Ea       0,000       6,000       1,000       1,000         Water Serv, Special       8237051       1,000 Ea       0,000       6,000       2,900,00060         Water Serv, Special       8237051       1,000 Ea       0,000       5,000 Ea       0,000         Water Serv, Special       8237051       0,000 Ea       0,000       5,000 Ea       0,000         Water Serv, Special       8237051	0215	_ Fire Hydrant Assembly	8237050	1 000 Ea						
Spinikler Head, Aği       0.000       0.000       0.000       0.000         Water Mein Connection, 6 inch       8237050       1.000 Ea       0.000       0.000         Water Serv, Extend, Modified       8237050       1.000 Ea       0.000       1.000       2,100.0050         Water Serv, Extend, Modified       8237050       5.000 Ea       0.000       1.000       1.000       2,100.0050         Water Serv, Extend, Modified       8237050       5.000 Ea       0.000       0.000       2,000       500.0050         Water Serv, Special       8237051       1.000 Ea       0.000       2,000       2,980.00050         Water Serv, Special       8237051       1.000 LS       0.000       2,000       2,000         Water Serv, Special       8237051       1.000 Ea       0.000       2,000       5,000       5,000         Water Serv, Special       8237051       1.000 LS       0.000       2,000       5,0	0220	Sprinkter Head	8327050	15 DOO 1-		nnn-L	1.000	%R91	5,100.00000	\$5,100.00
	3256	Srainkar Heart Aci				0000			0.01000	
- Water Main Connection, 6 inch       8237050       1.000 Ea       1.000       1.600       1.600       2,100.00090         - Water Serv, Extend, Modified       8237050       5.000 Ea       0.000       6.000       120%       500.00090         - Water Serv, Molified       8237050       5.000 Ea       0.000       6.000       120%       5980.00090         - Water Serv, Special       8237050       1.000 Ea       0.000       6.000       120%       5980.00090         - Water Serv, Special       8237050       1.000 Ea       0.000       0.000       7.900.00090         - Water Serv, Special       8237051       1.000 LS       0.000       2.980.00090       5.980.00090         - Water Matin, Abandon       8237051       1.000 LS       0.000       5.000       5.000       5.000         - Rubbish Pickup       8507051       0.200 LS       0.000       0.000       5.000       5.000         - Rubbish Pickup       8507051       0.200 LS       0.000       1.000 Ea       0.000       5.00.5000         - Rubbish Pickup       8507051       0.200 LS       0.000       5.00.5000       5.00.5000       5.00.5000         - Rubbish Pickup       8507051       0.200 LS       0.000       5.00.5000       5.			8237050	15.000 Ea		0.000			0: 0:1000	
	0230	water Maza Connection, 6 inch	8237050	1.000 Ea		1.000	1 ANN	100%		
Water Serv, Modified         6.237050         5.000 Ea         6.000         1.20%         580.00090           Water Serv, Special         8237050         1.000 Ea         0.000         5.900         0.000         2.980.00069           Water Serv, Special         8237051         1.000 Ea         0.000         5.900         7.980.00069           Water Main, Abandon         8237051         1.000 LS         0.000         5.900         5.900           Water Main, Abandon         8237051         1.000 LS         0.000         5.900         5.900           Water Main, Abandon         8237051         0.200 LS         0.000         5.900         5.900           Rubbish Pickup         8507051         0.200 LS         0.000         5.900         5.900           Rubbish Pickup         8507051         0.200 LS         9.990         5.900         5.900           Rubbish Pickup         8507051         0.200 LS         9.990         5.900         5.900	0235	Water Serv, Extend, Modified	8237050	5.000 Ea		0.600			2, 100.00030	\$2,100.00
Water Serv. Special         8237050         1.000 Ea         0.000         2.980.00000 <t< td=""><td>0240</td><td>Water Serv, Modified</td><td>8237050</td><td>5.000 Ea</td><td></td><td>0047.5</td><td>2000</td><td>1 7666</td><td></td><td></td></t<>	0240	Water Serv, Modified	8237050	5.000 Ea		0047.5	2000	1 7666		
Water Main, Abandon         8237051         1.000 LS         0.000         2,980.00000           _ Rubbish Pickup         8507051         0.200 LS         0.000         500.0000	0245	_ Water Serv, Spectal	8237050	1.000 Ea			6.000	2.24	06000-095	\$3,480.00
Rubbish Pickup         8507051         0.200 LS         0.000         5.00.0000           Subtotal for Category 1000:         0.000         5.000         5.000         5.000	0250	_Water Main, Abandon	8237051	S TUUL F		0.000			2,980,00069	
- 500,0000 500,0000 500,0000 500,00000 500,00000 500,00000 500,0000 500,0000 500,0000 500,0000 500,0000 500,0000 500,0000 500,0000 500,0000 500,0000 500,0000 500,0000	0265	Rabbish Pickan	100000			0.600			1,000,00000	
			רכטישכט	0.200 LS		0.000			500,00000	
							Su	ibtotal for	r Category 0000;	174587.67
							Subtotal	for Proje	ct Christine Ct.	174587.67

i Page 2 of 7

Contract: .0160-0426

Estimate: 3

Anderson, Eckstein and Westrick, Inc.

FiełóManager 5.3c 10/6/2021 11:54 AM

## Project: Hollywood, Marter to Goethe

0000
Category:

			43 <u>7</u> , U3R	Estimate	To Date	Placed	tio %	Unit Price	Paid To Date
0260		1027051	0.500 LS		0.500	0.500	100%	5 000 00000	
0285	oorsteation, Max 3%	1500001	0.300 ES		0.400	0000			00'00c'2¢
0270	Tree, Rem, 19 inch to 36 inch	2020002	10 O/U Ea	44 000	0.300	UUS:13	1400 F	25,000.00000	\$7,500.00
0275	Tree, Rem, 37 inch or Larger	2020003	3 000 Ea		1.000	0030.11	92.011	1,200.00000	\$13,200.00
0280	Free, Rem, 6 inch to 18 inch	2020004		1 2 000	X.64UU	Z.000	5 COL	2,000.00000	\$4,000.00
0285	Curb and Gutter, Rem	2040020		14-000	14.000	14.000	%a)	500.00020	\$7,000.00
0290	Sidewalk, Rem	2040055	1000001 100 000 Sud	000 C.P	0.030			20.00030	
0295	Exploratory Investigation, Vertical	2040080	333 (31) FI	00C°C#	43.350	43.585	44%	9,0000.8	\$392.22
0300	Driveway, Rem	2647011	FIGD BUD Curl	0 E 4 0	0.000			125.00009	
0305	Era Con, Intel Protection, Fabric Drop	2080020	eruuuu aya AAA Eo	ULC: 66	99.510	99.510	20%	B.00000	<b>5895.59</b>
010	Aggregete Base, 6 inch	3020046	SAD DAD Cud		0.000			60000'06	
0315	Maintenance Gravel	000000	300 000 150		0.000			9.00009	
	Sanitary Lead Repair	05020P	20,000 Ea	1	0.000			20.0000	
	Lane Tie, Epoxy Anchored	6030036	259 RM E2	nnn e	020.4	5.000	25%	1,000,00000	\$5,000.60
0330	Pavi Repr. Notweinf Conc. 7 inch	6/3400475			0.000			5.0000	
0335	Pavi Reor, Rem	20000000			000.0			55.0000	
	Determine Manadrid Care & Lat	1000000			0.000			10.0000	
0450		8010005	500.000 Syd		0.000			50.0000	
0400		8030010	14.000 Ft		0.000			40.0000	
0320	Curo Mamp Opening, Conc	8930036	16.000 FI		0.000			25 0000	
0355	Sidewalk Ramp, Conc. 4 inch	8030034	109.000 SR		0.000			5 00000	
0360	Sidewalk Ramp, Conc, 6 inch	8030036	125.000 SH		0.000			00000	
5900	Sidewalk, Conc. 4 inch	8030044	900.000 SR		0.006				
0100	Sidewalk, Conc, 6 inch	8030046	209.000 SH		0000			1000200-0-	
0375	_ Fraffic Control, Hollywood	8127050	i nhh Ea		200.0			4.75000	
0380	Proposed Trees	81557056	30 000 E-		0.000			3,000,00000	
0385	Sotténa	200 LOLD			0.000			500.0000	
0390	Topsoil Surface, Fum, 3 inch	1166051	5,000 000 5		0,000			5.00000	
105	Water Sociation/Seadion		bés non-one'z		000-0			4.00030	
2		61663AD	100.000 Unit		0.000			75.0000	

1	
-	
- 1	
-	

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c 10/8/2021 11:54 AM

Project: Hollywood, Marter to Goethe

8
Category:

Category	category: 0000,								
Fine P	ftem Description	ftem Code	Authorized Qty. Unit	Quantity This It Estimate	Oty. Paid To Date	Total Cty. Placed	tu U V	link Deles	Dollar Amt.
0400	Gate Valve, 8 inch	8230062	2.000 Ea	2 AND:			1000	Cells Frida	Paid to Date
0405	Gete Weil.Rem	2700748			0.000	3.0690	%O61	2,000.00000	\$6,000,00
		ないかたさわ	2.030 Ea	2,000	2.000	2,000	100%	475 000680	4050 00
		<b>323009</b> f	5.000 Ea	5.000	5.000	5,009	100%	110000	
0415	Water Main, 8 inch, Cut and Plug	8230132	2.000 Ea		6.005	****		4/ 3.00069	\$2,375,00
0420	Water Serv	8230240	~ <u>3</u> 0,00 ¥		200° 2			327.00000	
0425	Water Serv 1 and				4.000	4°000	80%	800.60000	\$3.200.00
		6424620	5.000 Ea		0.000			1 500 60000	
1430		8239360	2.000 Ea	2.000	3.000	3 000	150%		
0435	Isrigation Pipe, Furn and Install	8237001	1.000.000 Ft	8 000	0.000		2	2,300,000	\$8,700.00
0440	_ Water Main, HDPE, DR11, 8 inch, Pipe 8237001	<sup>1</sup> pe 8237001	1 853 000 21	040.4		8.000	2	0.01000	SO.08
	But st			1,044.1030	2,117.100	2,117.100	124%	95.00000	\$201.124.50
0445	_ File Hydrant Assembly	8237050	5.000 Ea	5 006	5 000	2440	10.06	:	
0450	Gate Weil Cover, GPW	8937050				000.0		5,100,00000	\$25,500.00
ALEC	Contraction Europe		2.400 E8	2.000	3.000	3.000	150%	468,00000	\$1 464 DD
		8237650	100.000 Ea		0.690			0.01060	
0460	_ Sprinkler Head, Adj	\$237950	100.000 Ea						
0465	Water Main Consection. 8 Inch	RP37660	2 800 L					0.01000	
0470	Water Serv Medified		2.1VVU C2	1.000	1.000	1.000	50%	2, 100,00000	52 10N 00
3		\$237050	82.000 Ea	88.000	63.000	88.000	107%	580 60000	
0475	. Water Serv. Special	8237050	10.000 Ea		A MAN				063,040,1040
0480	_ Temporary Water Service	8237051	0.405.0					2,5850.690000	
0485	Rubbish Pickun	050706		0.000	CADD.7	0.600	\$107Z	25,000.00000	\$20,000.00
		100/000	0.303 LS		0,000			509,06000	
						Su	ibtotal foi	Subtotal for Category 0000;	362941.39
								-	
						Subtot	al for Pro	Subtotal for Project Hollywood-	267044 70
Projoct-	Project: MISC Veriains Landiana								

Page 4 of 7

Dollar Amt. Paid To Date

Unit Price

% Cpt

3,000.00600

Project: MISC, Various Locations

Category: 0000,

Total Oty. Placed 0.600 Cty. Paid To Date Quantity This Estimate Estimate: 3 Unit 1.000 Ea Authorized Oty. Eede Code 8127050 \_ Traffic Control, Miscellaneous Item Description рар Стар 0490 1000

Contract: .0160-0426

									•
gect:	Project: MISC, Various Locations								
Category:	/: 0000,								
Prop.	Item Description	ttem Code	Authorized Oty.	Quantity This t Estimate	Qty, Paid To Date	Total Cty. Placed	i a		Dollar Amt.
0495	Gate Valve, 8 inch	\$230662	2.000 Ea		00000				Paid To Date
0500	Water Serv	\$230240	40 GAO Es		U.UUU 2007			2,000.00900	
0505	Water Serv, Long	8230245	15 (80) Ea		0.000			800.00000	
0510	Gate Weg, 50 inch dia	8230360	3 AAN Ca		0.900			1,500.00020	
0515	_ Water Main, Remove	8237004	2. CON ER		0.000			2,900.00000	
0520	_ Gate Well Cover, GPW	8237050	20.000 Fa		000.0			10.00000	
0525	Water Serv, Special	8237050	25.000 Ea		0.000			488.00000 2,980.00000	
						6	iubtotai for	Subtotal for Category 0000:	0
ţ	Project: Severn Mark to Proje						Subtotal fo	Subtotal for Project MISC;	0
Category:	: 0000,								
Prop. Line	Item Description	ttem Code	Authorized Oty.	Quantity This t Estimate	Oty. Paid To Date	Total Oty. Piered		1-1-1-11 1-1-1-11	Dollar Amt
0230	_ Audio Visual Record of the Construction Influence Area	1027051	0'200 TS		0.500	0.500		5,000,00000	Paid To Date S7 560 00
0535	Mobilization, Max 3%	1500001	0.500 LS		0.500	0 202	4 Draw		
0540	Tree, Rem, 19 inch to 36 inch	2020002	10.000 Ea		0000	2002.0	e nnt	22,0000.0000,0000	\$12,500,00
0545	Free, Rem, 37 inch or Larger	2020003	2 000 Fa		0.060			1,209.00000	
0250	Tree, Rem, 6 inch to 18 inch	2020004	20.000 Ea		6.000			2,000.00000	
0355	Curb and Gutter, Rem	2640020	40.060 Fr		0000			200000.000	
0990	Sidewalk, Rem	2040055	100.000 Syd		0000			20.00000	
0565	Driveway, Rem	2047011	500.000 Svd		000.0			9,0000	
0570	Ero Con, inlet Protectice, Fabric Drop	2080020	5.000 Ea		0000			000000	
0575	Aggregale Base, 5 inch	3020016	800.000 Syd					90,0000	
0580	Maintenance Gravei	3060020	300.000 Tan		0.000			9:00:00	
0585	Sanitary Lead Repair	4027050	2.000 Ea		0.000			1.000-00050	

NHV.

Section 13, Item D.

194

Anderson, Eckslein and Westrick, Inc.

FieldManager 5.3c 10/8/2021 11:54 AM

Project: Severn, Mack to Craig

š
ž
tego
ΰ

Prob         Product         Match and	vareguly.	1000A								
oy Anderect         610001         260 D0 E a         000         50000         50000           menid Conc. 7 inch         6130030         60 0.000 Syd         0.000         55 0000         55 0000           menid Conc. 7 inch         6130030         60 0.000 Syd         0.000         55 0000         55 0000           menid Conc. 7 inch         8100030         50 0.000 Syd         0.000         55 0001         55 0000           menid Conc. 7 inch         8100030         55 0001         55 0001         55 0000         55 0000           menid Conc. 7 inch         810003         55 0001         55 0000         55 0000         55 0000           by Conc. 6 inch         810005         90 0000 SH         0.000         50 0000         55 0000           by Conc. 6 inch         810005         90 0000 SH         0.000         50 0000         50 0000           by Conc. 6 inch         810005         90 0000 SH         0.000         50 0000         50 0000           by Conc. 6 inch         810005         90 0000 SH         0.000         50 0000         50 0000           by Sheeling         27050         91 000 SH         0.000         90 0000         50 0000           colon         816 0SE         275000 SH	Prop.	Item Description	lten Code	į		Cty. Pald To Date	Total Qty. Placed	100 X	the the Delay	Dolfar Amt.
Onteeld Conc. 7 Arch         6030042         600000 Syd         0.000           em         6130042         600000 Syd         0.000           emind Conc. 4 fieth         6130010         35.0000 Fi         0.000           Parting Conc. 4 fieth         6130010         35.0000 Fi         0.000           Parting Conc. 4 fieth         8130034         810.000 Syd         0.000           Porting Conc. 4 fieth         8130034         810.000 Std         0.000           Portus Fieth         8130034         800.000 Std         0.000           Portus Fieth         8130034         900.000 Std         0.000           Portus Fieth         8130034         900.000 Std         0.000           Portus Fieth         813003         1.000 Es         0.000           Portus Fieth         813003         1.000 Es         0.000           Portus Fieth         815003         1.000 Es         0.000           Portus Fieth         816003         1.000 Es         0.000           Portus	0530	Late Tie, Epoxy Anchored	6030030	350 MM 5e				112		Paid To Dat
em concerta accorde activity of the concertain concerta	0595	Pavt Resy. Nonreist Conc. 7 inch	CHURCUS			500.2			5.0000	
Member Aming Surface         61300BI 61300B         600.000 Syd 50.000 Syd 30.000 Syd 90.0000         0.000 0.000         0.000 0.000           Ppriming Surface         8130034         100.000 Sit 30.000 Sit 90.0000         0.000         0.000           Ppriming Surface         8130034         100.000 Sit 30.000         0.000         0.000           Ppriming Surface         8130034         100.000 Sit 30.000         0.000         0.000           Ppriming Surface         8130034         100.000 Sit 30.000         0.000         0.000           Ppriming Surface         8130034         200.000 Sit 30.000         0.000         0.000           Ref High         8130034         200.000 Sit 3157030         0.000         0.000           Ref High         815005         27560.000 Syd 3157030         0.000         0.000           Ref Funn, 3 lich         816005         27560.000 Syd 0.000         0.000         0.000           Prime         815005         27560.000 Syd 0.000         0.000         0.000         0.000           Ref Funn         816015         27560.000 Syd 0.000         0.000         0.000         0.000           Ref Funn         816014         816014         0.000         0.000         0.000           Ref Funn         816			7 marna	242 300,000		0000			55 20000	
Americal Conc.         Bit Notes         Second Syst         Doc           Reming Surface         833001         35.000 F1         0.000           Rev Conc.         6 inch         833004         30.000 S1         0.000           Rev Linch         833004         300.000 S1         0.000         0.000           Rev Linch         833004         30.000 S1         0.000         0.000           Rev Linch         833004         30.000 S1         0.000         0.000           Rev Linch         833004         30.000 S1         0.000         0.000           Rev Linch         835004         20.000 S1         0.000         0.000           Rev Linch         835004         20.000 S1         0.000         0.000           Rev Linch         835004         20.000 S1         0.000         0.000           Rev Linch         835004         2.000 S1         0.000         0.000           Rev Linch         835004         2.000 S1         0.000         0.000 </td <td>0000</td> <td>ravinela, kem</td> <td>6030080</td> <td>600.000 Syd</td> <td></td> <td>0.000</td> <td></td> <td></td> <td></td> <td></td>	0000	ravinela, kem	6030080	600.000 Syd		0.000				
Raming Surface         6730610         35.000 Fi         0.000           Philing, Conc.         8130610         35.000 Fi         0.000           Philing, Conc.         813063         100.000 Sit         0.000           Philing, Conc.         813064         900.000 Sit         0.000           Re, Conc.         813004         900.000 Sit         0.000           Re, Lich         803004         900.000 Sit         0.000           Re, Lich         8030045         200.000 Sit         0.000           Re, Lich         8030046         200.000 Sit         0.000           Re, Lich         8030046         200.000 Sit         0.000           Re, Lich         8030045         0.000 Sit         0.000           Re, Einch         8030045         0.000 Sit         0.000           Re, Einch         815005         2.750.000 Syd         0.000           Re, Furn, 3 lich         815005         7.000 Ea         0.000           Re, Furn         816005         7.000 Ea         0.000           Re, Statt         816005         1.000 Ea         0.000           Re, Furn         816005         1.000 Ea         0.000           Re, Furn         8230126         7.000 Ea <td>0605</td> <td>Driveway, Nonreini Conc, 6 inch</td> <td>8010005</td> <td>500-000 Sud</td> <td></td> <td>400 Q</td> <td></td> <td></td> <td>10.(30000</td> <td></td>	0605	Driveway, Nonreini Conc, 6 inch	8010005	500-000 Sud		400 Q			10.(30000	
Derifing, Cont.         Building,	9610	Detectable Warning Surface	RIGESTO	26 000 64		0,000			50.00000	
R. Chinc, 4 inch         0.000         0.000         0.000           R. Chinc, 4 inch         8030034         100.000 Sth         0.000           R. Chinc, 6 inch         8030044         900.000 Sth         0.000           R. Chinc, 6 inch         8030046         200.000 Sth         0.000           R. Chinc, 6 inch         8030046         200.000 Sth         0.000           R. Chinc, 6 inch         8030046         200.000 Sth         0.000           R. Chinc, 1 inch         8127050         3000 Sth         0.000           R. Chinc, 1 Struct         8127050         3100 Sth         0.000           R. Furn, 3 Inch         8160030         1.000 Ea         0.000           R. Furn         8160030         1.000 Ea         0.000           R. Furn         8160030         1.000 Ea         0.000           R. Furn         8160040         2.750.000 Syd         0.000           R. Furn         816010         1.000 Ea         0.000           R. Scolar	0615	Curb Rago Openies Coor				0.000			40:00000	
RF - Cinc. 6 inch         8030044         100.000         60         0.000           RF - Cinc. 6 inch         8030044         900.000 Sft         0.000         3.00           RF - Cinc. 6 inch         8030044         900.000 Sft         0.000         3.00           RF 6 inch         8030044         900.000 Sft         0.000         3.00         3.00           RF 6 inch         8030045         200.000 Sft         0.000         3.00         3			6030930	32.000 Ft		0,000			25,00000	
mb         Curre, 5 inch         8030044         900.000 Sft         0.000           6x 4 innch         8030044         200 000 Sft         0.000         3.000           6x 6 inch         8030044         200 000 Sft         0.000         3.000           100. Sevent & Crasg         8127059         30.000 Sci         0.000         3.00           101. Sevent & Crasg         8127050         30.000 Sci         0.000         3.00           101. Sevent & Crasg         8127050         30.000 Sci         0.000         3.00           101. Sevent & Crasg         8177050         3.0000 Sci         0.000         3.00           101. Sevent & Crasg         8177050         2.756.000 Sci         0.000         3.00           101. Sevent & Crasg         8160165         2.756.000 Sci         0.000         3.00           101. Sevent & Crasg         8160161         2.756.000 Sci         0.000         3.00           101. Sevent & Crasg         8160161         2.756.000 Sci         0.000         3.00           101. Sevent & Sci         0.000         0.000         0.000         3.00           11. Sevent & Sci         0.000         0.000         0.000         3.000           11. Sevent & Sci         0.000	0620	Sidewalk Ramp, Conc, 4 inch	8030634	\$00.000 SA		0.600			1 20200	
AG 4 linch         5030044         900.000 Sh         0.000           RC 6 linch         8030046         200.000 Sh         0.000           RC 6 linch         8030046         200.000 Sh         0.000           Irel Severn & Craig         8127050         1.000 Ea         0.000           Irel Severn & Craig         8127050         1.000 Ea         0.000           Irel Severn & Craig         8150055         2.759.000 Syd         0.000           Ref Service         8160051         2.7550.000 Syd         0.000           Ref Service         8160051         2.7550.000 Syd         0.000           Ref Service         8160051         7.500 Ea         0.000           Inch         8230051         7.000 Ea         0.000           Inch, Cut and Plug         8230132         1.000 Ea         0.000           Inch, Cut and Plug         8230240         7.000 Ea         0.000           Inch dat         8230250         7.000 Ea         0.000           Inch dat         8230351         1.000 Ea         0.000           Inch dat         8230350         7.000 Ea         0.000           Inch dat         8230350         7.000 Ea         0.000           Inch dat         823030	9625	Sidewalk Ramp, Conc, 6 inch	8030636	\$00,000 SR		0.600			0,00000.5	
Mc.         6 (neth)         8030046         200.000 S(t)         9.000           inel         8157050         31,000 Ea         0,000         30,000           inel         8157050         31,000 Ea         0,000         30,000           inel         8150055         2,750,000 Syd         0,000         50           inch         8150050         2,750,000 Syd         0,000         50           inch         8150050         1,500 Unkit         0,000         50           inch         8150050         1,500 Unkit         0,000         50           inch         8150050         7,000 Ea         0,000         2,000           inch         8230076         7,000 Ea         0,000         2,000           inch         8230076         7,000 Ea         0,000         2,000           inch         2230076         7,000 Ea         0,000         2,000           inch         2230240         7,000 Ea         0,000         2,000           inch         2230240         7,000 Ea         0,000         2,000           inch         81601, 61         6,000 Ea         0,000         2,000           inch         8161, 701         8123000 Fa <t< td=""><td>0630</td><td>Sidewalk, Conc. 4 inch</td><td>\$030044</td><td>900 000 SA</td><td></td><td>0.000</td><td></td><td></td><td>6.00000</td><td></td></t<>	0630	Sidewalk, Conc. 4 inch	\$030044	900 000 SA		0.000			6.00000	
Irol. Severn & Craig 127050 1000 Ea 0.000 Ea 0.0	0635	Sidewalk, Conc. 6 inch	8030046	THE MODI AND CH		0.000			4.50000	
Tests         812/1030         1,000 Ea         0,000           Ref Fum, 3 Inch         8160165         2,750,000 Syd         0,000           Ref Fum, 3 Inch         8160165         2,750,000 Syd         0,000           Ref Fum, 3 Inch         8160167         7,000 Ea         0,000           Ref Fum, 823005         7,000 Ea         0,000         0,000           Ref Lut and Plug         8230132         1,000 Ea         0,000           Red, Cut and Plug         8230146         7,000 Ea         0,000           Red, Cut and Plug         82301367         7,000 Ea         0,000           Red, Cut and Install         82300360         7,000 Ea         0,000           Red, Cut and Install         8237040         7,000 Ea         0,000           Red, Cut and Install         8237050         7,000 Ea         0,000           Red, Adj         8237050         7,000 Ea         0,000           Red, Adj         8237050         1,000000 Ea         0,000 <td>0640</td> <td>Traffic Control, Severn &amp; Crein</td> <td>0102040</td> <td></td> <td></td> <td>0,050</td> <td></td> <td></td> <td>4.75000</td> <td></td>	0640	Traffic Control, Severn & Crein	0102040			0,050			4.75000	
66 Fam, 3 lich     315/036     30.000 Ea     0.000       66 Fam, 3 lich     8160055     2.750.000 Syd     0.000       67 Fam, 3 lich     8160051     2.750.000 Syd     0.000       67 Fam, 3 lich     8160052     7.000 Ea     0.000       7     8230056     7.000 Ea     0.000       7     8230051     4.000 Ea     0.000       8 lich, Cut and Plug     8230240     7.000 Ea     0.000       8 lich, Cut and Plug     8230240     7.000 Ea     0.000       8 lich, Cut and Plug     8230240     7.000 Ea     0.000       00     8230240     7.000 Ea     0.000       01     8237051     1.550.000 Ft     0.000       01     8237051     1.500.000 Ft     0.000       100FE, DR11, 8 inch, Pipe 8237001     3.550.000 Ft     0.000       100     8237050     4.000 Ea     0.000       8237050     100.000 Ea     0.000       84     4.41     8237050     100.000 Ea       84     8237050     100.000 Ea     0.000	164E	Printeed Treas		1.030 Ea		0.000			3,060,60006	
RFDUGS         2.750.000 Syd         0.000           rig/Secting         816005         2.750.000 Syd         0.000           rig/Secting         816005         105.000 Syd         0.000           rig/Secting         816005         105.000 Syd         0.000           inch         815005         7.000 Ea         0.000           m         623006         7.000 Ea         0.000           n         823006         7.000 Ea         0.000           inch, Cut and Plug         823013         1.000 Ea         0.000           8inch, Cut and Plug         823013         1.000 Ea         0.000           8inch, Cut and Plug         823024         7.000 Ea         0.000           0         81000         8130240         7.000 Ea         0.000           0         81000         8130240         7.000 Ea         0.000           0         810010         7.000 Ea         0.000         0.000           0         81001         8230200         7.000 Ea         0.000           0         810010 Ft         0.000 Ea         0.000         0.000           0         810010 Ft         811/1, 8 inch, Fte         8237001         1,500.000 Ft <t< td=""><td></td><td>Soddian</td><td>960/418</td><td>30.060 Ea</td><td></td><td>0.003</td><td></td><td></td><td>500.0000</td><td></td></t<>		Soddian	960/418	30.060 Ea		0.003			500.0000	
C6, Fun, 3 inch         8160061         2,750,000 Syd         0.000         0.000         7           ng/Seeding         8160090         145,000 Unsit         0.000         2,000           inch         6230052         7,000 Ea         0.000         4,7           m         6230076         7,000 Ea         0.000         4,7           m         6230076         7,000 Ea         0.000         4,7           m         8230031         4,000 Ea         0.000         8,7           n         8230032         7,000 Ea         0.000         8,7           sinch, Cut and Plug         8230132         1,000 Ea         0.000         8,7           sinch, Cut and Plug         8230240         7,000 Ea         0.000         8,00           ong         8230241         7,000 Ea         0.000         2,90         2,90           ong         8230241         7,000 Ea         0.000         2,90         2,90         2,90           ong         823001         1,500,000 Fi         0.000         0,000         2,90         2,90           sitch, Cut and Install         8237001         1,500,000 Fi         0,000         0,000         2,90         2,90         2,90         2	ACD1	Seannos.	8160055	2,750.000 Syd		0.000				
Inch         8460ug         145.000         145.000         145.000         145.000         145.000         147         17000         170000         170	0655	Topsof Surface, Fum, 3 inch	8160061	2,750.000 Syd		0 OD3			00000	
Inch         8230062         7.000 Ea         0.000         2.0           m         8230076         7.000 Ea         0.000         4           n         8230076         7.000 Ea         0.000         4           n         8230071         4.000 Ea         0.000         4           sinch, Cut and Plug         8230132         1.000 Ea         0.000         4           sinch, Cut and Plug         8230132         1.000 Ea         0.000         1.5           ong         8230240         7.000 Ea         0.000         1.5         2.9           ong         8230241         1.000 Ea         0.000         1.5         2.9           ong         8230245         7.000 Ea         0.000         1.5         0.000         1.5           ong         8237001         1,500.000 Fi         1.500.000 Fi         0.000         2.9         2.9           MDPE, DR11, 8 inch, Pipe         8237051         1,500.000 Fi         0.000         0.000         2.000         2.9           Cover, GPW         8237050         4.000 Ea         0.000         0.000         2.9         2.9           Cover, GFW         8237050         1.00.000 Ea         0.000         0.000	0990	Water, Sodding/Seeding	8160090	105 000 1154					4.63800	
m         6230076         7.000 Ea         0.000         41           ñiech, Cut and Plug         8230031         4.000 Ea         0.000         41           ñiech, Cut and Plug         8230132         1.000 Ea         0.000         41           ñiech, Cut and Plug         8230132         1.000 Ea         0.000         41           ñiech, Cut and Plug         8230132         1.000 Ea         0.000         41           8 inch, Cut and Plug         8230140         7.000 Ea         0.000         86           .ong         8230245         8.000 Ea         0.000         9.000         1.56           .ong         8230250         1,500.000 Ft         0.000         2.90         2.90           .hDPE, DR11, 8 inch, Pipe         8237001         3,350.000 Ft         0.000         2.90         2.90           .hDPE, DR11, 8 inch, Pipe         8237050         4.000 Ea         0.000         2.90         3.350.000 Ft         0.000         2.90           .hDPE, DR11, 8 inch, Pipe         8237050         4.000 Ea         0.000         2.90         3.350.000 Ft         0.000         8.33755         8.33755         8.33755         9.000         9.000         5.10         9.000         9.000         9.000	0665	Gate Valve, B inch	8230062	7 000 Ea		640.P			75.0000	
1         8230001         7,000 Ea         0.000         41           8 inch, Cut and Plug         8230031         4,000 Ea         0.000         41           8 inch, Cut and Plug         8230332         1,000 Ea         0.000         41           8 inch, Cut and Plug         8230340         7,000 Ea         0.000         80           .000         8230245         8,000 Ea         0.000         80           .000         8230245         1,000 Ea         0.000         80           .000         8230245         8,000 Ea         0.000         80           .010 Ea         8230360         7,000 Ea         0.000         2.90           .010 FE, DR11         8,101, Pipe         8237001         1,500,000 Ft         0.000           .100 FE, DR11         8,101, Pipe         8237001         3,350,000 Ft         0.000         2.90           .100 FE, DR11         8,101, Pipe         8237001         3,350,000 Ft         0.000         2.90           .100 FE         8237001         3,350,000 Ft         0.000         0.000         2.90           .100 FE         8237050         4,000 Ea         0.000         0.000         5,10           .000         8237050         1	0290	Gate Weit,Rem	97-00-CB			0.000			2,000.0000	
Bitch, Cut and Plug     acadual     4.000 Ea     0.000     4.1       Bitch, Cut and Plug     B230132     1.000 Ea     0.000     25       Rech, Cut and Plug     B230132     1.000 Ea     0.000     86       Rech, Cut and Plug     B230240     7.000 Ea     0.000     86       Rech, Cut and Install     B230245     8.000 Ea     0.000     2.90       Per, Furn and Install     B2307001     1,500.000 Ft     0.000     2.90       Per, Furn and Install     B2337001     1,500.000 Ft     0.000     2.90       Per, Furn and Install     B2337001     1,500.000 Ft     0.000     9       R Assembly     B2337050     4.000 Ea     0.000     0.000       R Assembly     B2337050     1.000.000 Ea     0.000     5,10       R Assembly     B2337050     1.000.000 Ea     0.000     0.000       R Assembly     B237050     1.000.000 Ea     0.000     0.000       R Adi     B237050     1.000.000 Ea     0.000     0.000	3675	Hurinard Rem				0.000			475.00000	
Finch, Cut and Plug         B230132         1.000 Ea         0.000         32           Rech, Cut and Plug         B230240         7.000 Ea         0.000         82           Cong         B230245         7.000 Ea         0.000         82           Cong         B230245         7.000 Ea         0.000         82           Cong         B230245         7.000 Ea         0.000         82           Cond         B230245         7.000 Ea         0.000         2.90           Pa, Furn and Install         B237001         1,500.000 Ft         0.000         9           PA Extra and Install         B237001         1,500.000 Ft         0.000         9         6           PA Extra and Install         B237001         1,500.000 Ft         0.000         9         0.000         9         6           Assembly         B237050         4.000 Ea         0.000         0.000         6 <td></td> <td></td> <td>1600670</td> <td>≰.000 Ea</td> <td></td> <td>0:000</td> <td></td> <td></td> <td>475 00000</td> <td></td>			1600670	≰.000 Ea		0:000			475 00000	
6230240         7,000 Ea         0,000         82           Linch dia         6230245         6,000 Ea         0,000         8           Linch dia         6230250         7,000 Ea         0,000         8           Pa: Furn and install         8237001         1,500,000 Ft         0,000         2,90           Pa: Furn and install         8237001         1,500,000 Ft         0,000         2,90         3,350,000 Ft         2,000           Assembly         8237050         4,000 Ea         0,000         0,000         9         3,510           Assembly         8237050         4,000 Ea         0,000         0,000         6,10         5,10           acid         8237050         1,000 Ea         0,000         0,000         6,10         6,10         6,10           acid         8237050         1,000 Ea         0,000         0,000         6,10         6,10         6,10         6,10           acid         8237050         1,000 Ea         0,000         0,000         6,000         6,10         6,10         6,000         6,10         6,10         6,10         6,10         6,10         6,10         6,10         6,10         6,10         6,10         6,10         6,10	1660	water Main, & Inch, Cut and Plug	8230132	1.000 Ea		0.000				
Ong         8230245         8.000 Ea         0.000           Inch dia         8230560         7.000 Ea         0.000           Pa, Furn and Install         8237001         1,500.000 Ft         0.000           Pa, Furn and Install         8237001         1,500.000 Ft         0.000           (HDPE, DR11, 8 inch, Pipe         8237001         3,350.000 Ft         0.000           Assembly         8237050         4,000 Ea         0.000         9           Cover, GPW         8237050         4,000 Ea         0.000         48           Cover, GPW         8237050         7.000 Ea         0.000         48           Bed, Adj         8237050         100.000 Ea         0.000         600         5,10	3685	Water Serv	8230240	7.000 Ea					162000-1720	
Inch dia         8230360         7.000         1,50           Pe, Furn and Install         8237001         7.000 Ea         0.000         2,90           Pe, Furn and Install         8237001         1,500,000 Ft         0.000         2,90         2,90           (HDPE, DR11, 8 inch, Pépe         8237001         3,350,000 Ft         0.000         9         2,90         3           Assembly         8237050         4,000 Ea         0.000         9         3         4           Cover, GPW         8237050         7,000 Ea         0.000         6         4         4           Source, GPW         8237050         100,000 Ea         0.000         6         4         4	9690	Water Serv, Long	8230245	A ADA ES					0000000	
Per, Furn and Install         B237001         1,500.000 Ft         0,000         2,90           . HDPE, DR11, 8 inch, Pipe         B237001         3,350.000 Ft         0,000         9         9           . HDPE, DR11, 8 inch, Pipe         B237001         3,350.000 Ft         0,000         9         9           . HDPE, DR11, 8 inch, Pipe         B237050         4,000 Ea         0,000         9         9           . Masembly         B237050         7,000 Ea         0,000         6         6,000         6,10           . outrie         8237050         7,000 Ea         0,000         6         6,000         6,10           . add         8237050         100,000 Ea         0,000         6,000         6,000         6,10           . add         8237050         100,000 Ea         0,000         6,000	<b>1695</b>	Gate Well, 50 inch dia	8230360	7.100 Es		0.000			1,500.00000	
HDPE, DR11, 8 inch, Pfpe 8237001 3,350,000 Ft 0,000 0,000 ft 0,000 ft 0,000 ft 0,000 ft 0,000 ft Assembly 8237050 4,000 Ea 0,000 6a 0,000 6a 4a 0,000 ea 0,000 ea ead Adj 8237050 100,000 Ea 0,000 ea 0,000 ft 0,0	700	Itrigation Pige, Furn and Install	RPATAN			UUV-U			2,900.00000	
It Assembly B237001 3,350.000 Ft 0.000 S It Assembly B237050 4,000 Ea 0.000 0.000 5,10 Cover, GPW 8237050 7,000 Ea 0.000 0.000 ad 8237050 100.000 Ea 0.000 bed, Adj 8237050 100.000 Ea 0.000	NTAE	Water Moin LINDE RD44 0 inch 20.				0.000			0.01000	
If Assembly 8237050 4.000 Ea 0.000 Cover, GPW 8237050 7.000 Ea 0.000 and 8237050 100.000 Ea 0.000 bed, Adj 8237050 100.000 Ea 0.000		_ marci sizes, nur c, unit, sunch, rt. Bur st	pe 8237001	3,350.000 Ft		0.000			95.0000	
Cover, GPVV 8237050 7.000 Ea 0.000 aad 8237050 100.000 Ea 0.000 aad, Adj 8237050 109.000 Ea 0.000	0710	_ Fire Hydrant Assembly	8237050	4.000 Ea		0000				
ead 8.237050 109.060 Ea 0.000 ead, Adj 8.237050 109.060 Ea 0.000	0715	_ Gale Well Cover, GPW	8237050	7 000 Ea		0000			000000'nai's	
ead, Adj 8237050 100.000 Ea 0.000 0.000		Siptinkler Head	8237050	100 000 E=		0000			488.00000	
	725	Sponkter Head, Adi	4777064			0.000			0.01000	
				1051.050 Ea		0.000			0.01000	
	tract.	0160-0426			······································					

Page 6 of 7

Estimate: 3

	ſ
-	
-	

Anderson, Eckstein and Westrick, lac.

10/8/2021 11:54 AM FieldManager 5.3c

Project: Severn, Mack to Craig

Dollar Amt		15000.00	15000.00
% Cat Fint Date	2,100.0000 580.00000 2,980.00000 25,000.00000 25,000.00000 500.00000	Subtotal for Category 0000:	Subtotal for Project Severn:
te O X		Subtotal for	Subtotal for
Total Oty. Placed			
Cty. Paid To Date	0.000 0.000 0.000 0.000 0.000 0.000 0.000		
Quantity This Estimate			
Unit	4.000 Ea 86.000 Ea 15.000 Ea 0.600 LS 0.500 LS		
Authorized Oty.			
ltem Code	8237050 8237050 8237050 8237051 8507051		
0000, Item Description	Water Main Cornaction, 8 inch Water Serv, Modified Water Serv, Speciat Temporary Water Service Rubbish Pickup		
Category: 0000, Prop. Line	0730 0735 0740 0745 0750		

Total Amount Earned This Estimate: Total Amount Earned To Date: (total earned to date / total of all authorized work) Percentage of Contract Completed(curr): 34%

\$404,570.77 \$652,529.06 Page 7 of 7

Contract: .0160-0426

Estimate; 3

	RECEIV ANDERSON, ECKSTEIN & WES CIVIL ENGINEERS SURVEYORS 20 51301 Schoenhert Boad Shatby Township, MI 48315	TRICK, INC. 124 rehitects
October 8, 2021 Shawn Murphy City of Grosse Po 20025 Mack Ave Grosse Pointe Wo	nue	2, 11,548-82 11,548-82 4,388-55 3-200\$54,579.00
Reference:	2020 Concrete Pavement and Parking Repair Pro City of Grosse Pointe Woods AEW Project No. 0160-0428	SM. 10/20/21

Dear Mrs. Murphy:

Enclosed please find Construction Pay Estimate No. 6 for the above referenced project. For work performed through October 3, 2021 we recommend issuing payment for the **Net Earnings this Period (see Page 2)** in the amount of **\$77,676.64** to L. Anthony Construction Inc., 11085 Lisa Ln., Shelby Twp., Mi., 48316

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

Sincerely,

Frank & Danialk

Frank D. Varicalli Project Manager

cc: Bruce Smith, City Administrator Frank Schulte, Director of Public Services Jeanne Duffy Susan Como L. Anthony Construction Inc.



Anderson, Eckstein and Westrick, Inc.

## **Construction Pay Estimate Report**

10/8/2021 7:43 AM

FieldManager 5.3c

## Contract: .0160-0428, 2020 Concrete Pavement Repair Program

Estimate No.		imate ate	E	ntered By	Estimate Type	Managing Office
6	10/3	/2021	Michelle /	\nkawi	Semi-Monthly	Anderson, Eckstein and Westrick, Inc.
All Contra Work Comp			truction ed Date 020	Prime Contra L Anthony Cor 11085 Lisa La Shelby Townst	nstruction ne	
Comments Current Contra % Completed:		unt: \$74	0,100.00			

## Item Usage Summary

## Project: 0160-0428, 2020 Concrete Pavement Repair Program Category: 0000,

Item Description	Unit	item Code	Prop. Ln.	Project Line No.			Quantity	Item Price	Dollar Amount
_ DPW Water and Sewer Garage	Dir	7057060	0290	0290	SA	001	0.690	79,100.00	\$54,579.00
Category: 0002, Misc CPR							Subtotal for Ca	tegory 0000: _	\$54,579.00
Item Description	Unit	Item Code	Prop. Ln.	Project Line No.		Mod. No.	Quantity	Item Price	Dollar Amount
_ Dr Structure Frame and Cover, Storm Catc h Basin	Ēa	4037050	0185	0185	00	000	1.000	500.00	\$500.00
_ Or Structure Frame and Cover, Storm Manh ole	Ea	4037050	0190	0190	00	000	1.000	500.00	\$500.00
_ Full Depth Sawcutting through Existing P avement, Sidewalk, Driveway or Curb	Ft	3047001	0125	0125	00	000	264.800	1.30	\$344.24
. Pavt Repr, Rem, Modified	Syd	6037011	0240	0240	00	000	155.400	10.00	\$1,554.00
Surface Restoration, Seeding	Syd	8167011	0285	0285	00	000	3.400	5.00	\$17.00
Dr Structure Cover, Adj, Case 1	Ea	4030005	0160	0160	00	000	5.000	200.00	\$1,000.00
loint, Expansion, E2	Ft	6020207	0210	0210	00	000	13.000	15.00	\$195.00
ane Tie, Epoxy Anchored	Ea	6030030	0225	0225	00	000	57.000	5.00	\$285.00
Pavt Repr, Nonreinf Conc. 8 Inch	Syd	6030044	0230	0230	00	000	155.400	56.00	\$8,702.40
							Subtotal for Cat	egory 0002:	\$13,097.64
						Su	btotal for Project	0160-0428:	\$67,676.64
						To	tal Estimated Ite	m Davmont:	\$67 676 <i>64</i>

Total Estimated Item Payment: \$67,676.64



Anderson, Eckstein and Westrick, Inc.	10/8/2021 7:43 AM
	FieldManager 5.3c

## **Time Charges**

Site	Site Description			Site Method	Days Charged	Liq. Damages
00	SITE NUMBERS SHOULD BE C	ODED 00		Completion Date		\$0
				Total	Liquidated Damage	s: \$0
Pre-	Voucher Summary					
Proje	ct		Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-(	0428, 2020 Concrete Pavement F	Repair Program	0006	\$67,676.64	\$0.00	\$67,676.64
					Voucher Total:	\$67,676.64
Sum	mary					
	Current Voucher Total:	\$67,676.	64	Earnings to	o date:	\$705,808.96
	-Current Retainage:	(\$10,000.0	00)	- Retainage to	o date:	\$10,000.00
-Cun	ent Liquidated Damages:	\$0.	QQ	- Liquidated Damages to	o date:	\$0.00
	-Current Adjustments:	\$0.	00	<ul> <li>Adjustments to</li> </ul>	o date:	\$0.00
To	tal Estimated Payment:	\$77,676.	64	Net Earnings to	o date:	\$695,808.96
				- Payments to	o date:	\$618,132.32
				Net Earnings this p	eriod:	\$77,676.64

## **Estimate Certification**

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

Find Daualt

10-08-21

Frank D. Varicalli, AEW, Inc.

(Date)

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c 10/8/2021 7:43 AM

Contract: .0160-0428, 2020 Concrete Pavement Repair Program

Project: 0160-0428, 2020 Concrete Pavement Repair Program

Category: 0000,

Line Line

rine.	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Oty. Paid To Date	Total Qty. Placed	% Cr4	tisk Ddar	Dollar Amt
0290	_ DPW Water and Sewer Garage	70\$7060	1.000 DIr	靑	0.690	1.000	1.000	100%	79, 100.00000	279,100.00
							S	ibtotal fo	Subtotal for Category 0000:	79100.00
ategon	Category: 0001, Parking Lots									
Prop. Line	Itam Description	Itam Code	Authorizad Otv.	- 445	Quantity This Feamate	Qty. Paid To Doto	Total Cty.	(		Dollar Amt,
0005	Sidewakk, Rem	2040055	180 AND 54d	Pril Curl				14 N	Unit Price	Paid To Date
0010	_ Driveway, Conc, Rem	2047051	120 200 200 CM				167.700	¥:15	5.00000	\$338.50
0015	Full Depth Sawcutting through Existing		000 900 C	ም እ		F42.700	142.700	95%	7.00000	\$998.90
	P avement, Sidewalk, Driveway or Curb		La montranta iz	Г		2,539.400	2,539.409	91%	1.30000	\$3,301,22
0020	_ Dr Structure, Tap, 4 inch - 12 inch	4027050	12,000 Ea	ца Ш		1 1990	900 F	2010		
0025	_External Structure Wrap, 18 inch	4027050	11 0M Fa	ц Ц				2	20000-0000	\$2,000.00
0030	Dr Structure Cover, Adi, Case 1, Modile			1		0.000.0			425.00000	
0035	Dr Structure, Adj, Add Depth	4030290		9 c		1.1230	2,000	\$ <b>5</b>	200.00000	\$1,400.00
<b>UNAD</b>	Dr Stuicters Frame and Cover		N30-77	ĩ		2,000	2.000	25	150.00000	5300,00
	Sentary Mantage	9607696	9.000 Ea	ш Ш		3.000	3.000	33%	500.00000	S1.500.00
0045	Dr Structure Frame and Cover, Storm Catch Basin	4037050	2.000 Ea	띮		0:000			500.00000	
09500	Underdraia, Subgrade, 4 inch	4040071	1,550.000 Ft	Ē		1 004 300	1001 100	1000		
0055	Joint, Expansion, E2	6020207	20,000 5	a a			UUC.468,1	0.621	13.00000	\$25,925,90
0900	Lane Tie, Epoxy Anchared	6030030	965 009 24	. u			B./00	5 4 4 5 4 4	15.00200	\$130.50
0065	Paw Repr, Nonreinf Conc, 8 inch	6030044		1		000.000	833.000	8	5.00000	\$4,165.00
0070	Joint Exnansion Em Modifiad	1002069				3,633,700	3,833,700	8 5 5	56.00200	\$214,687.20
2406	Dent Den Dem Lindigal		130.000 Fi	ĩ		113,300	113.300	87%	20,00600	<b>32 266 00</b>
0.00		6037011	4,200,000 Syd	2Å		3,836.500	3,835.500	91%	10.00630	00 345 355 00
0200	uriveway, Nonream Conc, B Inch	80£0007	160.000 Syd	Syd		172,400	172.400	108%	56 00000	
\$900	otaevaik, conc, ≜inch	8030044	1,600,000 Sft	Sft		1,428.300	1,428.300	89%	5 500m	
0600	<ul> <li>Fattic Maintenance and Control</li> </ul>	8127051	1.000 LS	LS.		1.900	1.000	100%	2,509.0000	91, GG2, 03 87 5 ft ft ft

Page 1 of 3

**\$9,654.4**0 \$7,855,65 \$2,500.00 315888.27

Subtotal for Category 0001:

Estimate: 6

200

# Construction Pay Estimate Amount Balance Report

Estimate: 6

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c 10/8/2021 7:43 AM

Project: 0160-0428, 2020 Concrete Pavement Repair Program

like CPR
0002, 1
Category:

Little         Item Less Chorton         Code           0035         Dr Shructure, Rem         2030011           0106         Sewer, Rem, Less than 24 inch         2030015           0105         Curb and Gutter, Rem         2036015           0110         Sidewalk, Rem         2046050           0110         Sidewalk, Rem         2046050           0111         Driveway, Cons. Rem         2047017           0112         Jriveway, Cons. Rem         2047017           0113         Sidewalk, Rem         2047017           0114         Sidewalk, Rem         2047017           0115         Driveway, Cons. Rem         2047017           0115         Sidewalk, Rem         2047017           0115         Sidewark, Rem         2047017           0120         Subgrade Underuting, Modifiled         2057021           0121         Avenching through Existing         3047001           0120         Avenching through Existing         3047001           0130         Maintenance Gravet, LM         3050021	Code Oty. 1			Total Otv			;
Dr Structure, Rem Sever, Rem, Less than 24 inch Curb and Gutter, Rem Sidewalk, Rem " Dräveway, Conc. Rem " Dräveway, Conc. Rem " Subgrade Undercutting, Modifiled " Full Depth Sawcutting through Existing P avement, Sidewakt, Driveway or Curb Maintenance Gravet, LM		Unit Estimate	To Date	Placed	% Cot	Linit Price	Dollar Amt.
Sewer, Rem, Less than 24 Inch Curb and Gutter, Rem Sidewahk, Rem " Driveway, Conc. Rem " Driveway, Conc. Rem " Subgrade Undercutting through Existing P avement, Sidewahk, Diriveway or Curb Maintenance Gravet, LM	11 25.000 Ea	œ	000 1				
Curb and Gutter, Rem Sidewalk, Rem " Driveway, Conc. Rem " Driveway, Conc. Rem " Subgrade Undercutting, Modifiled " Fuld Depth Sawcutting Inrough Existing P avement, Sidewalk, Dirteway or Curb Maintenance Gravet, LM	en.		600 0J	200°.		360.60000	S1,200.00
Sidewalk, Rem — Driveway, Conc. Rem — Subgrade Undercutting, Modifiled — Full Depth Exercuting Inrough Existing P avement, Sidewalk, Dinteway or Cuth Maintenance Gravet, LM				20,000	%.7E	10,60000	\$500.00
<ul> <li>Driveway, Conc. Rem</li> <li>Subgrade Undercutting, Modifiled</li> <li>Full Depth Sawcutiing through Existing</li> <li>Pavement, Sidewak, Driveway or Cutb</li> <li>Maintenance Gravet, LM</li> </ul>			ðin ec	55.000	157%	8.0000	\$440,06
<ul> <li>Subgrade Undercuting, Modified</li> <li>Subgrade Undercuting, Modified</li> <li>Full Depth Sawcuting Incough Existing</li> <li>Pavement, Sidewak, Dirveway or Curb</li> <li>Maintenance Gravet, LM</li> </ul>	_	<b>R</b>	567.410	567.410	251%	5.00000	\$2 837 DS
<ul> <li>Subgrade Undercutting, Modified</li> <li>Full Depth Sawcuttling through Existing</li> <li>P avernent, Sidewalk, Driveway or Curb Maintenance Gravet, LM</li> </ul>	11 100.000 Syd	þ	90.500	90.500	91%	7 00000	0.100104
Full Depth Sawcuting through Existing P avement, Sidewalk, Driveway or Curb Maintenance Gravel, LM	21 36,000 Cyd	ž	A 500	6 ED0	40 E		3633.50
Maintenance Gravet, LM	2'2	264.800	3,894,200	9.300 3,894.200	156%	20.00000	\$130.00 \$5.062.46
	21 50.000 Cyd	Ŗ	3.600	3 600	964 1		
0135 Sever, SDR 23.5 PVC, 10 inch, Tr Det 4027001 B	01 100.000 Ft		18.000	18.000	18%	50.0000	53.60 4000.00
0140Sewer, SDR 23.5 PVC, 12 inch, Tr Det 4027001 B	01 200.000 FI	_	52.000	52.009	26%	50.00050	
0145 Dr Structure, Tap, 4 inch - 12 inch 4027050	50 4 000 Ea	a			2EUC		A.444
0150 External Structure Wrap. 12 inch 4007046		5	1777 I	1,000	%C7	500.00000	S500.00
External Structure Wran 18 Early			32.000	32.000	3200%	350.00000	\$11,209.60
Or Shrindarda Course And, Conc. 4	ίν.		0.000			425.0000	
Or Christian David Mal And Case	-	a 5.000	38,000	38,000	3800%	200.09000	\$7 600 06
	06 t.000 Ea		0,000				
0170 Ur Structure, 24 inch dia 4030200	00 10.000 Ea	a	2 000	000 0	304		
0175 Dr Structure, Adj, Add Depth 4030260	80 2.000 Ft		7 000	2 040	35790		\$3,500.00
0180 _ Cetch Basin Trep 4037050	Ŧ		000.1	1000° 1		150.00690	\$1,050.00
0185 Dr Structure Frame and Cover, Storm 4037050 Catch Basin		a 1.000	B.000	1.000 8.000	32%	500,00000 500,00000	\$500.00
0190 Dr Structure Frame and Cover, Storm 4037050 Manh ofe	50 Ea	a 1.000	7.000	7.060	350%	500.00000	00 100 100 100 100 100 100 100 100 100
0195 Dr Sitwicture, 36 inch dia 4037050	50 15,000 Ea		1 650	000	14 C		
0200 Underdrain, Subgrade, 4 inch 4040071	23					2,590,00000	\$10,000.00
			23.900	23.000	\$°.0	13.00000	5299,00
insion. E2			0.000			260.60006	
Joint, Expension, Erg. Modified	-	13.000	21.500	21.500	54%	15.00008	\$322.50
Cement	r		115.100	115,100	268%	20.0000	\$2,302,06
	13 2.000 Ton	5	0.000			100.00000	

Anderson, Ecketein and Westrick, Inc.

FieldManager 5.3c 10/8/2021 7:43 AM

## Project: 0160-0428, 2020 Concrete Pavement Repair Program

Category: 0002, Misc CPR

•									
Line p.	ltem Description	item Code	Authorized Oty. U	Quantity This Unit Estimate	Cty. Paid To Date	Total Cty. Placed	% Cat	Unit Price	Dollar Amt.
0225	Lane Tie, Epoxy Anchored	6030030	1.100.000 Fa		57 (JUU 5 1 1 2 0 0 0				
0230	Paul Repr. Monreinf Conc. 9 Inch				0630.7 kl j	000751°1 0	3104%	5.0000	35.735.00
			2,000.000 Syd	z 1.55.400	400 2,893.364	4 2,893,364	145%	54 0000	1400 100 000
0235	Pavi Kepr, Nonteini Conc, 9 inch	6030046	100.000 Svd	-	900 Q				\$F.\$20'291¢
0240	_ Pavi Repr, Rem, Nodified	6037015	2 100 000 Surf	4 4AD				60.60000	
0245	_ Curb Casting	7177050	4 Doo 0-		ליםנ	e 2,569.010	N:051	£0.00000	\$28,890.10
0.000	Driveword Montrained Prant 6 Junt				0000	Ö		700.0000	
0670	currently, Number 5 CONC & 1923	8010005	100.000 Syd	т	90.500	0 90.500	91%	21 0000	
0255	Sidewalk Ramp, Conc, 8 inch	8017011	500 JUU Said	-				0000N.FC	12, 181, 10
0260	Curb and Gatter Creve Det Ex		50 000-000	-	504-1UU	04.100	61%	8.00900	\$2,432,80
		0020305	35.000 Ft		55.000	0 55.000	157%	0.0 DORNO	
0,265	Detectable Wathing Surface	8030010	30.000 Ft				10001	D0000194	00'0LZ'L*
0270	Sidewalk, Conc. 4 inch	100000			102.04	1001°CE	88	30.00000	\$1,350,00
		******	1'sonrond zer		5,979,700	0 5,979,700	39.9%	5 Shran	20 000 CCD
0275	SIDEWERK, CORC, 5 INCH	8030045	500,000 SA		R18 750		10785		CC.000,200
0280	Traffic Maiglesance and Control	R1776E1	0 1 000 1			121.000		8.00000	\$3,820,50
	Current Destruction Destruction	1031710	3.900 LS		1,600	1.000	100%	6,000,00000	SR 020 AD
2075	יישונים היאנאים מומנוין אביניגע	8167011	200.000 Syd		3.400 499.690	0 499.690	250%	5,00000	20 400 45
									01-065'7*
						Ś	ubtotal to	Subtotal for Category 0002:	310820.69
						Subto	ital for Pr	Subtotal for Project 0160-0428;	705803.96

(total earned to date / total of all authorized work) Percentage of Contract Completed(curr): 95%

\$67,676.64 \$705,808.96

Total Amount Earned This Estimate: Total Amount Earned To Date: Section 13, Item E.

Page 3 of 3

Contract: .0160-0428 ł

Estimate; 6

	ANDERSON, ECKSTEIN & WESTRICK, INC. CIVIL ENGINEERS SURVEYORS ARCHITECTS 51301 Schoenherr Road RECEIVED 586.726.1234 Shelby Township, MI 48315
	NOV - 1 2021
	CITY OF GROSSE POINTE WOODS PO 21-46681 CLERK'S DEPARTMENT # 202-451-974.200 \$38,366.08
October 6, 2021	# 202-457-974.200 \$38,566.08
Shawn Murphy City of Grosse Poi	# 203 - 451 - 974 - 200 = 27,027,772 nte Woods $# 585 - 561 - 977.000 = 65,055.52$
20025 Mack Aver Grosse Pointe Wo	$\frac{100}{100} \pm 592 - 537 - 975, 400 \pm 38,366.08$ ods. Michigan 48236-2397 $OK - FF$
Reference:	2021 Concrete Pavement Repair Program City of Grosse Pointe Woods AEW Project No. 0160-0435 Thursday 10/20/21

Dear Ms. Murphy:

Enclosed please find Construction Pay Estimate No. 2 for the above referenced project. For work performed through October 3, 2021, we recommend issuing payment for the **Net Earnings this Period (see Page 2)** in the amount of **\$166,809.03** to L. Anthony Construction Inc., 11085 Lisa Ln., Shelby Twp., Mi., 48316

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

Sincerely,

Jeund Stauell

Frank D. Varicalli Project Manager

cc: Bruce Smith, City Administrator Frank Schulte, Director of Public Services Jeanne Duffy Susan Como L. Anthony Construction Inc.



Anderson, Eckstein and Westrick, Inc.

## **Construction Pay Estimate Report**

10/6/2021 9:48 AM

FleidManager 5.3c

A CONTRACTOR OF A CONTRACTOR OF

Contract: .0160-0435, 2021 Concrete Pavement Repair Program

Estimate No.		nate ite	E	ntered By	Estimate Type	Managing Office
2	10/3/	2021	Michelie A	\nkawi	Semi-Monthly	Anderson, Eckstein and Westrick, Inc.
All Contra Work Comp			struction ted Date 2021	Prime Contra L Anthony Cor 11085 Lisa La Shelby Townsl	ne	
Comments Current Contra & Completed:		ınt: \$54	1,000.00			

-----

## Item Usage Summary

Project: 0160-0435, 2021 Concrete Pavement Repair Program Category: 0000,

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.		Mod. No.	Quantity	item Price	Dollar Amoun
Sidewalk, Rem	Svd	2040055	0020	0020	00	000	23.500	5.00	\$117,5
_ Driveway, Conc, Rem	Syd	2047011	0025	0025	00	000	10.900	7.00	\$76.30
	Ft	3047001	0035	0035	00	000	4,063.400	1.30	\$5,308.42
Dr Structure Cover, Adj. Case 1, Modifie	Ea	4030004	0070	0070	00	000	9.000	200,00	\$1,800.06
Dr Structure, Adj, Add Depth	Ft	4030280	0085	0085	00	000	5.000	150.00	\$750.00
Dr Structure Frame and Cover, Storm Catc h Basin	Ëa	4037050	0095	0095	00	000	1.000	500.00	\$500.00
_ Dr Structure Frame and Cover, Storm Manh ole	Ea	4037050	0100	0100	00	000	1.000	500.00	\$500.00
. Joint, Expansion, Erg, Modified	Ft	6027001	0125	0125	00	000	37.200	20.00	\$744.00
ane Tie, Epoxy Anchored	Ëe	6030030	0135	0135	00	000	1,349.000	5.00	\$6,745.00
Pavt Repr, Nonreinf Conc, 8 inch	Syd	6030044	0140	0140	00	000	1,307.800	56.00	\$73,236.80
Pavt Repr, Nonreinf Conc, 9 inch	Syd	6030046	0145	0145	00	000	895.800	60.00	\$53,748.00
Pavt Repr, Rem, Modified	Syd	6037011	0150	0150	00	000	2,203.600	10.00	\$22,036.00
Orlveway, Nonreinf Conc, 6 inch	Syd	8010005	0160	0160	00	000	10.900	54.00	\$588.60
_ Sidewalk Ramp, Conc, 8 inch	Syd	8017011	0165	0165	00	000	66.500	8.00	\$532.00
Detectable Warning Surface	₽t	8030010	0175	0175	00	000	10.000	30.00	\$300.00
Słdewalk, Conc, 4 inch	Sft	8030044	0180	0180	00	000	36.500	5.50	\$200.75
Sidewalk, Conc, 6 inch	Sft	8030046	0185	0185	00	000	109.200	6.00	\$655,20
Traffic Maintenance and Control	L\$	8127051	0190	0190	00	000	0.250	10,000.00	\$2,500.00
						S	ubtotal for Cat	egory 0000:	\$170,338.57
						Subt	total for Projec	0160-0435:	\$170,338.57
						Tota	if Estimated Ite	m Payment:	\$170,338.57



Anderson, Eckstein and Westrick, Inc.	10/6/2021 9:48 AM
	FieldManager 5.3c
MT	

## **Time Charges**

Site Site Description			Site Method	Days Charged	Liq. Damages
00 SITE NUMBERS SHOULD BE CODED	00		Completion Date		\$0
			Total (	.iquidated Damages	:: <b>\$</b> 0
Pre-Voucher Summary					
Project	Vo	ucher No.	itom Payment	Stockpile Adjustment	Dollar Amount
0160-0435, 2021 Concrete Pavement Repair	Program	0002	\$170,338.57	\$0.00	\$170,338.57
·····	1			Voucher Total:	\$170,338.57
Summary					
Current Voucher Total:	\$170,338.57		Earnings to	o date:	\$405,543.20
-Current Retainage:	\$3,529.54		- Retainage to	) date;	\$27,050.00
-Current Liquidated Damages:	\$0.00	-	Liquidated Damages to	) date:	\$0.00
-Current Adjustments:	\$0,00		- Adjustments to	date:	\$0.00
Total Estimated Payment:	166,809.03		Net Earnings to	date:	\$378,493.20
			- Payments to	date:	\$211,684.17
			Net Earnings this p	eriod:	\$166,809.03

## **Estimate Certification**

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

10.6.21 (Date)

Frank D. Varicalli AEW, Inc.

Anderson, Eckstein and Weshick, Inc.

FieldManager 5.3c 10/8/2021 9:48 AM

Contract: .0160-0435, 2021 Concrete Pavement Repair Program

Project: 0160-0435, 2021 Concrete Pavement Repair Program

000
Category:

	Rem Description	Code	CIY.	Unit Estimate		To Date	Placed	% Cot	Unit Price	Dollar Amt. Date to Cate
5000	Dr Shuctare, Rem	2030011	10.000 Ea			UCOU				
0010	Sever, Rem, Less than 24 arch	2030015	400.000 Ft			000 Q			320,0000	
0015	Curb and Gutter, Rem	2040020	50 000 1-1						10.00000	
0020	Sidewalk, Rem	2040055	670.000 Swd		23,500	54 30a	900 F3	,do	\$.005300	
0025	_ Driveway, Conc, Rem	2047011	250 DOD Ster		10 600	202.45	007.15	ф.	5.00000	\$256.00
0630	_ Subgrade Undercutting, Modified	2057024	50 DOD Cort		n.e.r	006:01	10.900	4	7.00009	\$75.30
5600	Full Depth Sawcutting through Existing P avement, Stdewalk, Diriveway or Curb	3047001	3,400,000 FI	4,083.400	3.400	8,819,500	8,819,500	254%	20.00000	311 205 25
0040	Maintenance Gravel, LM	3050021	200.000 Cyd	P		0.000				
8945	Server, PVC Truss, 10 inch, Tr Det B	4027001	150.000 Ft						1000u0:r	
0500	Sewer, PVC Truss, 12 inch, Tr Det B	4027001	250.000 Ft			0,000			20,000	
0055	_ Dr Stavcture, Tap, 4 inch - 12 inch	4027050	4.000 Ea	_		0,000			59.00000	
0060	_ External Structure Wrap, 12 inch	4027050	9 000 Ea			0.000			500,00300,0035	
0065	_ External Structure Wrap, 18 inch	4027050	2 WW 12			0.000			350.00000	
01700	Dr Slawcture Cover, Adj, Case 1, Modifie	4030604	EL VAN LA ED RYN ES		00000	0.000			425.00000	
5700	Dr Shtudure Cover, Adj, Case 2	403060 <del>6</del>	5 WW 5-		100.0	M0.42	AUL 82	<b>14067</b>	200.00000	\$5,800.00
0800	Dr Statcture, 24 inch dia	AU30200				0.000			200.00000	
0085	Dr Stytcture, Adi, Add Denth					0.000			1,750.00000	
0040	Catch Rasio Tran	020001	20 UUD 1-1		5,000	15,000	15.000	58%	150.00000	\$2,250,60
0000	Pr Anishina Eramo and Anian Circuit	4037650	2000 23			0.000			500.00000	
3	Catch Basin	6517504	20.000 Ea		1.000	5.000	5.000	25%	500.00000	\$2,509,00
9100	Dr Structure Frame and Cover, Storm Manh ole	4037050	2.000 £3		1.000	2.000	2.000	100%	503.00000	4 DON DO
0105	Dr Structure, 36 inch dia	4037050	4 000 Fa							20'200'3 P
0110	Underdraán, Subgrade, 4 inch	4040071	800.000 FI			0.000			2,500,60000	
0115	HAIA, 13A	5010033	201.000 Ten						(C)(C)(C)	
0120	Joint, Expansion, E2	6020202	50.000 50 60.000 60	=		nne: n			200.00000	
<u>0125</u>	lotint Francsines Fins Moosthart	2001000				14.700	14.700	73%	15.00000	\$220,50
0130	Cerners	6030005	150.000 Ft 5 600 Too		37.200	166.800	166.800	111%	20.00000	53,336.00
0135	Lare Tie, Epoxy Archored	ÊD30020	2 436 DAG Ea			0.000			100.00909	
	•			000-636.1	000	2,658.000	2,658.000	%	5.00620	\$13,290.00

-

Estimate: 2

Anderson, Eckstein and Weshick, Inc.

1046/2021 9:48 AM FieldManager 5.3c

Project: 0160-0435, 2021 Concrete Pavement Repair Program

Category: 0000,

*^^^ · · · · · · · · · · · · · · · · · ·									
ten	item Description	ftem Sode	Authorized Oty. Unit	Quantity This Estimate	Oty, Paid To Date	Total Cty. Placed	% Cot	i bite Deise	Dollar Amt.
Pavt Rept, Nonr	Pavt Rept, Nonreinf Conc, B inch	6030044	A TING OUD Staff	oud ENC F					L 481 10 11:516
Ded Beer Monthly Care Day	the Conce of South				1001767c**	3,523,000	197	56,00000	\$197 ADA DO
	cilit coline, 3 RR21	9400009	1,100.000 Syd	000 <sup>-</sup> 568	1,729,900	1 729 900	157%		
<ul> <li>Pavt Repr. Rem, Modified</li> </ul>	m, Modified	6037011	5.100.000 Surf	3 703 600	000 000 J			201000	\$103,794,00
Curb Casting		7477660		000' KD3'3	1155-007-6	008.842.4	103%	10.0000	\$52,589.00
Privaces Marrie			1.000 53		0:000			700.6900	
UNITERED RUNCHER CORE, 6 INCO		8010605	250.000 Syd	10.900	10 \$30	10 000	494		
_ Sidewalk Ram	Sidewalk Ramp, Conc. 8 inch	8017011	1 (250) (250) (250)			0.45.01	ĥ	24.05300	\$588,60
Curb and Gutter, Conc. Det F4	Conc. Det F4	0170030		100°-00	124.50	124.500	122	8.00000	\$996,00
Detect-the 11-		0000000	14 000000		0.003			22,00005	
Derectable warring carried		6400008	50.000 Ft	10.000	2000	20.000	₹D90		
Sidewalk, Conc, 4 inch	á inch	8030044	4.000.000 SR	36 GAU	200 500	500.00		30,0000	\$600.00
Sidewalk, Conc, 6 inch	6 inch	8030048		100.000		DNC-677	8	5.50000	\$1,282.25
Traffic Maintai	Traffic Maintanance and Control			107-603	109.200	109.200	11%	6.00000	SR55 241
		120/219	1.000 LS	0.250	0750	052.0	7451	10 500 500 50	
Sufface Restoration, Seeding	ration, Seeding	8167011	400.000 Syr		0,000			5.00000	\$7,500,00
						Su	ototal for	Subtotal for Category 0000:	405543.20
						Subtot	al for Pr	Subtotal for Project 0160-0435:	405543.20

Percentage of Contract Completed(curr): 75% (total eamed to date / total of all authorized work)

\$170,338.57 \$405,543.20

Total Amount Earned This Estimate: Total Amount Earned To Date: Section 13, Item E.

Page 2 of 2

Contract: .0160-0435

Estimate: 2

RECEIVED

## NOV - 1 2021

CITY OF GHOSSE 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

Section 13, Item F.



October 7, 2021 Project No: Invoice No:

0160-0443-0 0133464

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

Project	0160-0443-0	2021-2022 GIS MAINTENANCE			
P.O.# 21-46529					
Professional Se	rvices from August 3	0, 2021 to September 26, 2021			
Professional Pe	rsonnel				
		Hours	Rate	Amount	
MEETINGS					

		Total this	Invoice	\$526.20
Remaining			18,996.95	
Limit			21,000.00	
Total Billings	526.20	1,476.85	2,003.05	
Billing Limits	Current	Prior	To-Date	
Total Labor				526.20
Totals	6.00	)	526.20	
GRADUATE ENG/SUR/ARC	2.00	87.70	175.40	
GIS UPDATES				
GRADUATE ENG/SUR/ARC	4.00	87.70	350.80	
MEETINGO				

## **Outstanding Invoices**

Number	Date	Balance
0133058	9/8/2021	528.70
Total	Pa 10/21/21	528.70

PO21-46529 # 592-537-977.000 0K-F.S. SAM 10(2012) Participal 24

RECEIVED

NOV - 1 2021 CLERK'S DEPARTMENT



51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315

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

INVOICE

Section 13, Item F.

			Projec		0-0426-0
CITY OF GROSSE	POINTE WOODS		Invoice	e No: 0133	3895
ACCOUNTS PAYA	BLE				
20025 MACK AVE	NUE				
GROSSE POINTE	WOODS, MI 48236-2397				
Project	0160-0426-0 202	0-2021 WATER MAIN	REPLACEMEN	T PROGRA	
FOR: CONSTRUCTI PURCHASE ORDER PURCHASE ORDER		BSERVATION			
	ices from August 30, 2021 to	September 26, 2021			
Professional Pers	onnel				
PRINTS		Hours	Rate	Amount	
ENGINEERING		.30	65.10	19.53	
CONTRACT ADMIN		.00	00.10	(5.40	
PRINCIPAL EN		4.00	108.20	432.80	
LICENSED EN		22.00		2,380.40	
TEAM LEADER		6.50		570.05	
ENGINEERING	GAIDE III	4.20	73.50	308.70	
ENGINEERING	AIDE I	1.00	58.80	58.80	
CONSTRUCTION C	DBSERVATION				
ENGINEERING		106.40	73.50	7,820.40	
ENGINEERING	SAIDE II	90.20	65.10	5,872.02	
	Totals	234.60		17,462.70	
	Total Labor				17,462.70
Reimbursable Exp	enses				
REIMB, MISC.	EXPENSE				
9/7/2021	G2 CONSULTING GROUP			1,326.50	
9/21/2021	G2 CONSULTING GROUP	Invoice #212031		673.00	
	Total Reimbursables			1,999.50	1,999.50
Billing Limits		Current	Prior	To-Date	
Total Billings		19,462.20	162,021.73	181,483.93	
Límit				325,000.00	
Remaining				143,516.07	
			Total this	Invoice	\$19,462.20
Outstanding Invoic	<b></b>				
araranding invoic	두 규			a 11605	

Number	
0133404	ç
Total Daid	10121

Date 9/22/2021 423

Balance

25,112.97

25,112.97

PO20-46057 # 592-537-977.310 ok-Sm 10/29/24

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

21 📜

Ause

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. 0160-0426 210592 **Payment Terms Due Date** Ship Date Shipping N Net 30 Days September 19, 2021 Quantity Description Unit Price Amount 9.75 Engineering Technician, Regular Hours, each 62.00 2.50 Engineering Technician, Regular Hours, Cylinder Pick-Up on 8/6/21 62.00 504 and 8/13/21, each 1 55 2.00 Project Manager, per hour 150.00 1.00 Administrative Assistant, per hour 52.00 300. 1.00 Troxler Nuclear Moisture/Density Gauge, each 35.00 52.0 12.00 Compressive Strength Test Cylinders, each 15.00 35.0 180.00 Grosse Pointe Woods 2021 Watermain Project, Grosse Pointe Woods, Michigan - Quality Control Observation and Testing Services on 8/4/21 through 8/12/21 Client Contact: Brad Smith **Total Invoice Amount** \$

14

INVOI

Invoice Number:

Invoice Date:

Page Number:

1,326.50

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.

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

Voice: 248.680.0400 Fax: 248.680.9745

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

## INVOICE

Invoice Number:	212031
Invoice Date:	August 31, 2021
Page Number:	1

Customer ID	Purchase Order No.	G2 Project No.
AEW001	AEW No. 0160-0426	210592
Payment Terms	Due Date	Ship Date Shipping Method
Net 30 Days	September 30, 2021	

Quantity	Description	Unit Price	Amount
4.00	Engineering Technician, Regular Hours, each	62.00	248.0
2.00	Engineering Technician, Regular Hours - Cylinder Pick-Up on 8/26/21	62.00	124.0
	and 8/31/21, each		
1.00	Project Manager, per hour	150.00	150.0
0.50	Administrative Assistant, per hour	52.00	26.0
6.00	Compressive Strength Test Cylinders, each	15.00	90.0
1.00	Troxler Nuclear Moisture/Density Gauge, each	35.00	35.0
	Grosse Pointe Woods 2021 Watermain Project, Grosse Pointe Woods, Michigan - Quality Control Observation and Testing Services on 8/25/21 and 8/30/21 Client Contact: Brad Smith		
	Total Invoice	Amount \$	673.00

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.

RECEIVED

## NOV-1 2021

CITY OF CHOSSE POINTE WOODS OLLAR'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

CITY OF GROSSE POINTE WOODS ACCOUNTS PAYABLE 20025 MACK AVENUE GROSSE POINTE WOODS, MI 48236-2397		Octobe Project Invoice		30-0428-0 33896
Project 0160-0428-0 2020 COL FOR: CONSTRUCTION INSPECTION AND CONTRACT A PURCHASE ORDER #20-46055 Professional Services from August 30, 2021 to Sept Professional Personnel	DMINISTRATIO	-	ROGRAM	
Floressional Fersonner	Hour	s Rate	Amount	
PRINTS	nour	s Kate	Amount	
ENGINEERING AIDE II	.2	0 65.10	13.02	
	.2	0 00.10	10.04	
TEAM LEADER	1.5	0 87.70	131.55	
ENGINEERING AIDE III	.20		14.70	
CONSTRUCTION OBSERVATION				
ENGINEERING AIDE III	5.0	73.50	367.50	
	10.00		651.00	
Totals	16,9		1,177.77	
Total Labor				1,177.77
Unit Billing				
2 PERSON CREW-CONSTRUCTION STAKEOUT	5.0 H	OURS @ 148.10	740.50	
Total Units		😋	740.50	740.50
Billing Limits	Current	Prior	To-Date	
Total Billings	1,918.27	74,226,57	76,144.84	
Limit	1,010.21		134,000.00	
Remaining			57,855.16	
•		Total this	Invoice	\$1,918.27
Outstanding Invoices				

## Outstanding Invoid

Number

9/16/2021 245.71 0133241 245.71 Total Paia 10124 124 PO20-46055 #202-451-974.201 \$ 364.47 #203-451-974-201\$230.20 #585-561-978.300\$959.13 # 592-537-975-401\$364.47 SAN 10/29/21 tolzglOK-

Balance

Date

Please include the project number and invoice number on your check.

Section 13, Item F.



## NOV - 1 2021

CITY OF GI CEPTINTE WOODS CLERICS 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		
			Project N		429-0
CITY OF GROSSE	POINTE WOODS		Invoice N	lo: 013389	97
ACCOUNTS PAYA	BLE				
20025 MACK AVE	NUE				
GROSSE POINTE	WOODS, MI 48236-239	17			
Project	0160-0429-0	SEWER REHABILITATION	I - LINING		
FOR: IDR AND QUA PURCHASE ORDER	NTITY REVIEW FOR PAY #20-46058	( ESTIMATE			
Professional Servi	ices from August 30, 20	021 to September 26, 2021			
Professional Pers	onnel				
		Hours	Rate	Amount	
CONTRACT ADMIN	VISTRATION				
GRADUATE EI	NG/SUR/ARC	2.00	87.70	175.40	
TEAM LEADER	र	1.50	87.70	131.55	
ENGINEERING	AIDE III	.50	73.50	36.75	
	Totals	4.00		343.70	
	Total Labor				343.70
<b>Billing Limits</b>		Current	Prior	To-Date	
Total Billings		343.70	59,849.16	60,192.86	
Limit				75,000.00	
Remaining				14,807.14	
			Total this I	nvoice	\$343.70

## **Outstanding Invoices**

Number	Date	Balance
0133242	9/16/2021	333.75
Total	Para 10/21/21	333.75

P046058 # 592-537-976.001 ok- PS ante 10/29/21

Please include the project number and invoice number on your check.

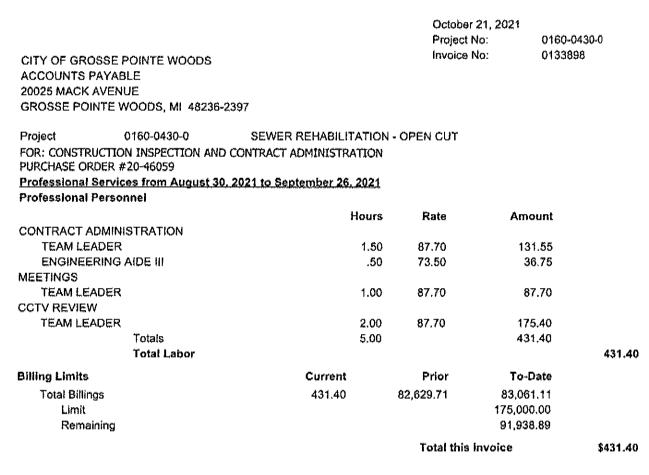
## RECEIVED

## NOV - 1 2021

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



## **Outstanding Involces**

Number		Date
0133243	9/16/	2021
Total	Para 10/2	124

Balance 1,341.70 1,341.70

1020-46059 # 592-537-976.001 0K- 19 SM 10/29/24 Barger 10/29/24

Section 13, Item F.

NOV - 1 2021 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

October 21, 2021

50,702.55

\$10,967.15

Total this invoice

INVOICE

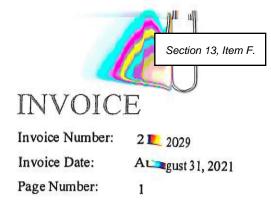
Project No: CITY OF GROSSE POINTE WOODS 0160-0435-0 Invoice No: ACCOUNTS PAYABLE 0133899 20025 MACK AVENUE GROSSE POINTE WOODS, MI 48236-2397 Project 0160-0435-0 2021 MISC. CONCRETE REPAIR FOR: CONSTRUCTION INSPECTION AND ADMINSTRATION Professional Services from August 30, 2021 to September 26, 2021 **Professional Personnel** CONTRACT ADMINISTRATION Hours Rate Amount GRADUATE ENG/SUR/ARC 4.50 TEAM LEADER 87.70 394.65 7,50 ENGINEERING AIDE III 87.70 657,75

ENGINEERING CONSTRUCTION ENGINEERING	GAIDE I OBSERVATION GAIDE III	3,40 1,50	58.80	857.75 249.90 88.20	
ENGINEERING	AIDE II	10.50 73.50	10.00	771.75	
REVISIONS		73.50	65.10	4,784.85	
GRADUATE EI	NG/SUR/ARC Totals Total Labor	1.50 102.40	87.70	131.55 7,078.65	
Reimbursable Expe	enses				7,078.65
REIMB. MISC. E					
9/21/2021 Billing Limits	G2 CONSULTING GROUP Total Reimbursables	Invoice #212029		3,888.50 <b>3,888.50</b>	3,888.50
Total Billings		Current	Prior	To-Date	3,000.00
Limit Remaining		10,967.15	47,330.30	58,297,45 109,000.00	

## Outstanding Invoices

Number Date Balance 0133405 9/22/2021 16,060.50 Total Raid 612124 16,060.50 PO 21-46682 # 202-451-974.201 \$ 2,522.44 OK- P # 203-451-974.201 \$ 1,645.08 #585-561-978.200 \$ 4,277.19 Som 10/29/21 # 592-537-975.401 \$ 2,522.44 Bar  $\sum |o|2q|_{\Sigma_1}$ 

Please include the project number and involce number on your check.



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

Voice: 248.680.0400 Fax: 248.680.9745

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

				oject I	G2 Project No.		
W001	AEW No. 0160-0435		210483				
ent Terms	Due Date	Ship Date		Sh	Sh ipping Method		
0 Days	September 30, 2021						
THE REPORT	Description		Unit Price	e	Amount		
Quantity     Description       30.25     Engineering Technician, Regular Hours, each		63					
4.00 Engineering Technician, Regular Hours - Cylinder Pick Up on 7/31/21, 8/9/21, 8/20/21 and 8/28/21, each			63	2.00			
5.00 Project Manager, per hour			150.00		750.0		
2.50 Administrative Assistant, per hour		52.00		130.0			
00 Compressive Strength Test Cylinders, each			15	5.00	885.0		
Client Contact: Brac	l Smith						
	ent Terms 0 Days Engineering Technic Engineering Technic 8/9/21, 8/20/21 and 8 Project Manager, per Administrative Assis Compressive Strengt 2021 Grosse Pointe V Quality Control Obse 8/27/21	Image: Due Date           0 Days         September 30, 2021           Description           Engineering Technician, Regular Hours, each           Engineering Technician, Regular Hours - Cylinder Pick Up on           8/9/21, 8/20/21 and 8/28/21, each           Project Manager, per hour           Administrative Assistant, per hour           Compressive Strength Test Cylinders, each           2021 Grosse Pointe Woods Streets, Grosse Pointe Woods, Mid           Quality Control Observation and Testing Services on 7/30/21	Ent TermsDue DateSh0 DaysSeptember 30, 2021DescriptionEngineering Technician, Regular Hours, eachEngineering Technician, Regular Hours, eachEngineering Technician, Regular Hours - Cylinder Pick Up on 7/3 1/21,8/9/21, 8/20/21 and 8/28/21, eachProject Manager, per hourAdministrative Assistant, per hourCompressive Strength Test Cylinders, each2021 Grosse Pointe Woods Streets, Grosse Pointe Woods, Michigan -Quality Control Observation and Testing Services on 7/30/21 through8/27/21	InstructionShip DateInstructionShip DateO DaysSeptember 30, 2021DescriptionUnit PriceEngineering Technician, Regular Hours, each62Engineering Technician, Regular Hours - Cylinder Pick Up on 7/31/21, 8/9/21, 8/20/21 and 8/28/21, each63Project Manager, per hour150Administrative Assistant, per hour52Compressive Strength Test Cylinders, each1502021 Grosse Pointe Woods Streets, Grosse Pointe Woods, Michigan - Quality Control Observation and Testing Services on 7/30/21 through 8/27/218/27/21	InstructionShip DateShip DateShipon DaysSeptember 30, 2021DescriptionUnit PriceDescriptionUnit PriceEngineering Technician, Regular Hours, each62.00Engineering Technician, Regular Hours - Cylinder Pick Up on 7/31/21,62.008/9/21, 8/20/21 and 8/28/21, each150.00Project Manager, per hour150.00Administrative Assistant, per hour52.00Compressive Strength Test Cylinders, each15.002021 Grosse Pointe Woods Streets, Grosse Pointe Woods, Michigan - Quality Control Observation and Testing Services on 7/30/21 through 8/27/218/27/21		

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.

# NOV-1 2021

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

				Octob Projec	er 21, 2021 ct No: 01	160-0438-0
	OSSE POINTE WOO	DS		Invoic	e No: 01	133900
ACCOUNTS						. ·)
20025 MACK				P0	21-467	Ø I
GROSSE PO	INTE WOODS, MI 48	3236-2397		1- 17	CAD . 527	-975:004
					142-52 1	1 12 1
Project	0160-0438-0	2021 C	CTV INVESTIGATIO	ON AL-	it to	
				OF	- 7	
	Services from Augu	<u>st 30. 2021 to Se</u>	<u>ptember 26, 2021</u>	<i>C</i>	and the second	
Professional	Personnel			rY)E5	6/29/24	
			Hours	Rate	Amoun	t
SECRETARIA	λL.					
SECRET.	ARIAL		.30	34.70	10.41	
PRINTS						
ENGINEE	ERING AIDE II		.60	65.10	39.06	\$
ENGINEE	ERING AIDE I		.70	58.80	41.16	;
CONTRACT A	DMINISTRATION					
PRINCIP	AL ENGINEER		1.00	108.20	108.20	)
GRADUA	TE ENG/SUR/ARC		17.00	87.70	1,490.90	
TEAM LE	ADER		12.50	87.70	1,096.25	
ENGINEE	RING AIDE III		1.50	73.50	110.25	
MEETINGS						
TEAM LE	ADER		3.00	87.70	263.10	
CONSTRUCT	ION OBSERVATION					
ENGINEE	RING AIDE III		124.00	73.50	9,114,00	
ENGINEE	RING AIDE II		.50	65.10	32.55	
GENERAL						
GRADUA	TE ENG/SUR/ARC		1.50	87.70	131.55	
REVISIONS						
GRADUA <sup>-</sup>	TE ENG/SUR/ARC		10.00	87.70	877.00	
GIS UPDATES	5					
ENGINEE	RING AIDE III		42.40	73.50	3,116.40	
	Totals		215.00		16,430.83	
	Total Labor					16,430.83
<b>Billing Limits</b>			Comment	Bulan	To Date	·
+			Current	Prior	To-Date	
Total Billin	gs		16,430.83	14,298.53	30,729.36	
Limit					36,000.00	
Rema	ining				5,270.64	
				Total thi	s Invoice	\$16,430.83
Outstanding I	nvoices					
-	Number	Date	Balance			
	0133245	9/16/2021	2,517.15			
	Total		3 547 45			
		and 10/21/21	_,			
	·t	C whether	,			Г

Please include the project number and involce number on your check.

-215

INVOICE

Section 13, Item F.

# RECEIVED

# NOV - 1 2021

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

> Project No: Invoice No:

0160-0445-0

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

0160-0445-0 2021-2022 GENERAL ENGINEERING Project PURCHASE ORDER #21-46530 - \$15,000.00 FOR: WATER INVENTORY REVIEW FOR EGLE DRINKING WATER ASSET MANAGEMENT GRANT (PRIMARILY LEAD SERVICE LINE EXCAVATION AND IDENTIFICATION) GRANT CONSIDERATION, PROJECT STATUS AND UPDATES

Professional Services from July 1, 2021 to September 26, 2021

Professional Personnel

	Hours	Rate	Amount	
RESEARCH/REVIEW				
PRINCIPAL ENGINEER	10.00	108.20	1,082.00	
LICENSED ENG/SUR/ARC	1.00	108.20	108.20	
GENERAL				
LICENSED ENG/SUR/ARC	1.50	108.20	162.30	
Totals	12.50		1,352.50	
Total Labor				1,352.50
Billing Limits	Current	Prior	To-Date	
Total Billings	1,352.50	0.00	1,352.50	
Limit			15,000.00	
Remaining			13,647.50	
		Total this	Invoice	\$1,352.50

# 101-441-818.000 \$ 450.83 # 101-444-818.000 \$ 450.83 # 592-537-818.000 \$ 450.84 0K- H Sm 1012al24 210129121

Please include the project number and invoice number on your check.



October 22, 2021

0133908



RECEIVED

NOV -1 2021

OITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT

Plante & Moran, PLLC 1098 Woodward Avenue Detroit, MI 48226-1906 Tel313.496.7200 Fax:313.496.7201

INVOICE

City of Grosse Pointe Woods 20025 Mack Plaza Drive Grosse Pte. Woods, MI 48236	Date: Client No: Invoice No: Page:	October 11, 2021 64954 2058433 1
For Professional Services Rendered		
Progress bill for services rendered in connection with the June 30, 2021 City Grosse Pointe Woods financial statement audit engagement	y of	35,000.00
Progress bill for services rendered in connection with the June 30, 2021 Mul Court financial statement audit engagement	nicipal	3,500.00
General accounting and budget consulting Pension and OPEB accounting activity related to GASB 68 and 75 and actuarial rep	orts	2,600.00
Balance	e Due \$	41,100.00 USD

Breakdown Attached

Bank

Routing/ABA#

Bank Address

Account Number

Account Name

Breakdown 111-55/24

**Remittance Information:** 

#### Check:

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

#### Wire Transfer:

Bank of America 026009593 100 West 33rd Street New York, NY 10001 9890996003 Plante & Moran, PLLC ACH:

Bank of America 071000039 1401 Elm Street 2nd Floor Dallas, TX 75202 9890996003 Plante & Moran, PLLC

PRAXITY

219

### Plante Moran Audit Fee Distribution 21-22

	2nd pmt Invoice 2058433
101-223-818.000	6,610
101-136-818.000	3,500
202-482-818.000	4,174
203-482-818.000	4,174
226-528-818.000	3,975
365-993-818.000	6,246
592-536-818.000	5,408
632-854-818.000	4,174
640-851-818.000	2,839

41,100



# RECEIVED

NOV - 1 2021

CITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT

October 20, 2021

Invoice 10202021

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

RE: November 2021 Services

For contract assessing services rendered:Contract Fee (\$78,102 ÷12).....\$ 6,508.50

TOTAL AMOUNT DUE ...... \$ 6,508.50

Respectfully submitted, Cynetie Hobyak

**Business Manager** 

101 224818,000

Sm. 10/20/21

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

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

Bren



Mr. Bruce Smith

**City Administrator** 

HEADQUARTERS 235 East Main Streat Suite 105 Northvillo, Michigan 48167

0 248.596.0920 F 248.596.0930 MCKA.COM

October 20, 2021 Invoice No:

21849 - 44

-	se Pointe Woods		
20025 Maci			(7) may 1 + 1 5 mm (7)
Grosse Poin	te Woods, MI 48236		RECEIVE
Project	21849	Grosse Pointe Woods Building Services	RECEIVED NOV-1 2021
Professiona	Services from Septem	<u>ber 1, 2021 to September 30, 2021</u>	NUV TOUNTE WOODS
	Monthly Retain	er	
Conduct Plu	mbing and Mechanical I	nspections as directed by the City.	
1 09/02/21	1583 Hawthorne Rd	PM210257	
2 09/02/21	3070 N Renaud Rd Pi	M210255	
3 09/02/21	611 Hampton Rd PP2	210130	
4 09/02/21	1150 S Oxford Rd PP:	210078	
5 09/07/21	1535 N Renaud Rd Pl	M210236	
6 09/09/21	1111 Torrey Rd PM2:	10199	
7 09/09/21	1200 Elford Ct PM21	0242	
8 09/09/21	1661 Lochmoor Blvd	PM210248	
9 09/09/21	21312 Mack Ave PP2	10157	
10 09/09/2	1 S63 Thorn Tree Rd F	PP210156	
11 09/09/2	1 563 Thorn Tree Rd F	PM210258	
12 09/09/2	1 564 Thorn Tree Rd F	°M210119	
13 09/09/2	1 564 Thorn Tree Rd	PM210120	
14 09/09/2	1 1169 Roslyn Rd PMJ	210266	
15 09/14/2	1 20276 Mack Ave PN	1210169	
16 09/14/2:	1 765 Perrien Pl PP21(	0129	

- 17 09/14/21 1624 Hawthorne PM210254
- 18 09/14/21 1610 Fairholme Rd PM210109
- 19 09/14/21 1610 Fairholme Rd PP210101
- 20 09/14/21 21312 Mack Ave PP210157

					Section 13, Item I.
	oject	21849 Grosse Pointe Woods	Building Services In	voice 4	4
		725 Rosedale Ct N PM210276			
	, -	2024 Hunt Club Dr PP210141			
23		1168 Vernier Rd PM210284			
24	09/16/21	2076 Allard Ave PM210262			
25	09/16/21	19251 Mack Ave PP210164			
26	09/16/21	20871 Mack Ave PM210226			
27	09/21/21	19767 Ida Lane West PM200261			
28	09/21/21	818 Lochmoor Blvd PP210162			
29	09/21/21	1207 Hawthorne Rd PM210162			
30	09/21/21	20705 Mack Ave PP210161			
31	09/21/21	2024 Hunt Club Dr PM210070			
32	09/23/21	927 Hollywood Ave PM210172			
33	09/23/21	20670 Montague Ln PP210145			
34	09/23/21	20871 Mack Ave PP210051			
35	09/23/21	611 Hampton Rd PP210130	PO#21-46	563	
36	09/23/21	19329 Mack Ave PP210160	101-180-818,	300	
37	09/23/21	20227 Mack Ave PM210290	10-20-2021		
38	09/23/21	738 Hollywood Ave PP210166	Enne Some		
39	09/30/21	1711 Huntington Blvd PM210246	10 Dulling		
40	09/30/21	21768 Eastborrk Ct PM210241	01	4	
41	09/30/21	640 Vernier Rd PP210102	Also 1		;
\$2	09/30/21	1313 Hawthorne PP210159		JUNG	
			Sam 10/21/21		-/Jem
		<b>T</b>	1,500.0		0.00
		Total		\$1,50	0.00

#### INSPECTIONS OVER 30 PER MONTH

Inspection Services - Per Inspection

00	12.0 inspection @ 55.00 660.0		····
\$660.00		Subtotal	
\$2,160.00	Invoice Total		

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

Email: cbehrens@gpwmi.us

Pag

	KITCH DRUT	TCHAS WAGNER VALITU		Section 13, Item
313- <del>96</del> 5-79	00	Attorneys and Counsclors ONE WOODWARD AVENUE, SUI DETROIT, MICHIGAN, 5226-5	TE 2400	IRS # 38-1896224
ATTN: BR CITY ADM 20025 MA GROSSE P	GROSSE POINTE WO UCE J SMITH INISTRATOR CK PLAZA OINTE WOODS, MI G: CITY OF GROSS	CITY OF GHOSSLEPARTMET CLERK'S DEPARTMET	OCTOBER 13, 20 OCTOBER 13, 20 FILE # 2371.00 INVOICE # 5132	2582
	ONAL SERVICES RE PHONE CALL FROM TOWER ON SCHOOL SAME	NDERED CLIENT REGARDING P PROPERTY; FOLLOW U	OTENTIAL CELL 1 P REGARDING	. 30
v	TOTAL HOU	RLY CHARGES		\$390.00
	<b>, _ , _ , , , , , , , , , , </b>	RECAP		
TIMEKEEPER MICHAEL J W	IATZA	RATE 300.00	HOURS	AMOUNT 390.00
••••••				

CURRENT AMOUNT DUE

TOTAL AMOUNT DUE

\$390.00

\$390.00

RECEIVED

OCT 1 8 2021

 $\leq m$ 

10/19/21 Dunsame 10/19/21

RECEIVED

NOV - 1 2021

McGraw Morris P.C.

CITY OF GROSSE POINTE WOODS N CLERK'S DEPARTMENT GRAND RAPIDS

TROY

SAGINAW

THOMAS J. MCGRAW G. GUS MORRIS CRAIG R. NOLAND STACY J. BELISLE KEVIN K. KILBY CHRISTOPHER J. RAITI CHARLES E. LOVELL AMANDA M. ZDARSKY THOMAS D. LANDA ERIC C. TURNBULL

2075 W. BIG BEAVER ROAD SUITE 750 TROY, MICHIGAN 48084 TELEPHONE: (248) 502-4000 FACSIMILE: (248) 502-4001

September 29, 2021

GLENN A. DIEGEL Or Counsel

> ATTN: BRUCE SMITH CITY OF GROSSE POINTE WOODS 20025 MACK PLAZA GROSSE PTE. WOODS, MI 48236

### **RE:** STATEMENT 8157 – LEGAL SERVICES FOR CITY OF GROSSE POINTE WOODS

Balance prior Invoice: Payment Received :		\$1,015.00 -1,015.00
Balance remaining:		\$ 0.00
STACY J. BELISLE: KEVIN KILBY:	5.50 Hours x \$175/hr = 0.70 Hours x \$175/hr =	\$962.50 <u>\$122.50</u>
BALANCE DUE:	Pay	\$1,085.00

San 10/28/2024 =10/28/24

Section 13, Item K.

# MCGRAW MORRIS P.C.

2075 WEST BIG BEAVER SUITE 750 TROY, MI 48084 248-502-4000 TAX I.D. #27-1058649

Attn: BRUCE SMITH CITY OF GROSSE POINTE WOODS 20025 MACK PLAZA GROSSE POINTE WOODS, MI 48236

Statement Date: September 14, 2021 Statement No. 8157 Account No. 3184.100 Page: 1

**RE: FOIA MATTERS** 

OUR FILE #3184.1000

#### Fees

			Hours	
06/09/2021	SJB	REVIEW EMAILS FROM CLIENT REGARDING FOIA REQUEST FOR PERSONAL INFORMATION RELATING TO DEATH INVESTIGATION.	0.30	52.5
06/15/2021	SJB	EMAILS WITH CLIENT REGARDING STATUS OF FOIA RESPONSE FOR PROTECTED INFORMATION.	0.10	17.5
06/18/2021	кк	RECEIPT AND REVIEW OF EMAIL REGARDING FOIA FROM ATTY BELISLE. PHONE CONFERENCE WITH ATTY BELISLE REGARDING SAME.	0.30	52.5
06/22/2021	SJB	PREPARE EMAIL TO CLIENT REGARDING REDACTIONS APPLICABLE TO FOIA RESPONSE AND WITNESS INFORMATION.	0.30	52.5
06/30/2021	SJB	EMAILS WITH CLIENT REGARDING STATUS OF FOIA REQUEST.	0.20	35.0
07/26/2021	SJB	EMAILS WITH CLIENT REGARDING STATUS OF FOIA REQUEST FOR POLICE/ARREST INFORMATION.	0.20	35.0
08/02/2021	SJB	PREPARE EMAIL RECOMMENDATION TO CLIENT REGARDING FOIA REDACTIONS AND RELATIONSHIP TO DISCOVERY.	0.60	105.0
08/20/2021	SJB	EMAILS WITH J. KOSANKE REGARDING FOIA REQUEST FOR ACCIDENT REPORTS.	0.40	70.0
08/24/2021	SJB	REVIEW FOIA REQUEST REGARDING ELECTION MATERIALS; REVIEW FOIA PROVISIONS REGARDING REQUESTED INFORMATION.	0.80	140.0

CITY OF GROSSE POINTE WOODS Account No. 3184,1000 RE: FOIA MATTERS Statement Date: 09/14/2021 Statement No. 8157 Page No. 2

.

					Hours	
08/25/2021	SJB	REQUEST FOR ACCIDE REGARDING REDACTION CONFERENCE WITH C	N RECEIVED FROM CLIENT REGAR ENT INFORMATION; REVIEW FOIA I ON OF POLICE REPORTS; TELEPHO LIENT REGARDING RESPONSE TO ENT REPORT INFORMATION.	PROVISIONS	1.20	210.1
	кк	TELEPHONE CONFERE	ENCE WITH ATTY BELISLE REGARE DING FOIA ISSUES.	DING FOIA	0.40	70.(
08/26/2021	SJB	REVIEW OF ACCIDENT CALL WITH J. KOSANKI	ESPONSE TO FOIA RESPONSE REC REPORTS AND REDACTIONS; TEL E REGARDING RESPONSE AND PR OVIDED BY CLIENT REGARDING R	EPHONE OCEDURE;	<u>1.40</u> 6.20	245.0 1.085.0
			Recapitulation			.,
	mekeep		Title	Hours	Rate	
	TACY J. EVIN KIL	BELISLE	Partner Associate	5.50 0.70	\$175.00 175.00	
1.7			Abbuildte	0.70	170.00	
		Previous Balance				\$1,015.0
		Total Current Work				1,085.0
			Payments			
07/19/2021		Payment - Thank you				-1,015.0
		Baiance Due				<u>\$1,085.0</u>

đ	McG	RAW MORR	IS P.C.
	GRAND RAPIDS	TROY	SAGINAW
THOMAS J. MCGRAW G. GUS MORRIS CRAIG R. NOLAND STACY J. BELISLE KEVIN K. KILBY CHRISTOPHER J. RAITI CHARLES E. LOVELL AMANDA M. ZDARSKY THOMAS D. LANDA	RECEIVED NOV - 1 2021 CITY OF GROSSE POINTI CLERK'S DEPARTM	EWOODS IENT October 13, 2021	2075 W. BIG BEAVER ROAD SUITE 750 TROY, MICHIGAN 48084 TELEPHONE: (248) 502-4000 FACSIMILE: (248) 502-4001
ERIC C. TURNBULL			

GLENN A. DIEGEL

ATTN: BRUCE SMITH CITY OF GROSSE POINTE WOODS 20025 MACK PLAZA GROSSE PTE. WOODS, MI 48236

### RE: STATEMENT 8293 - LEGAL SERVICES FOR CITY OF GROSSE POINTE WOODS

Balance prior Invoice: Payment Received :		\$1,085.00 - 0.00
Balance remaining:		\$1,085.00
STACY J. BELISLE:	1.80 Hours x \$175/hr =	\$315.00
KEVIN KILBY:	0.60 Hours x \$175/hr =	<u>\$105.00</u>
BALANCE DUE:	Pay	\$ 420.00
FINAL BALANCE DUE:		\$1,505.00

2W 10/28/2021 12/ps/pillane

Section 13, Item K.

# MCGRAW MORRIS P.C.

2075 WEST BIG BEAVER SUITE 750 TROY, MI 48084 248-502-4000 TAX I.D. #27-1058649

Attn: BRUCE SMITH CITY OF GROSSE POINTE WOODS 20025 MACK PLAZA GROSSE POINTE WOODS, MI 48236

Statement Date: October 13, 2021 Statement No. 8293 Account No. 3184,100 Page: 1

**RE: FOIA MATTERS** 

OUR FILE #3184.1000

Fees

$\mathbf{D}$	
DOCUMENTS RELATIVE TO FOIA REQUEST; REVIEW FOIA REQUEST; COMMUNICATE WITH COUNSEL REGARDING STATUS OF FOIA REQUEST. 0.60	105.0
09/16/2021 SJB PREPARE EMAIL TO CLIENT REGARDING REDACTIONS TO DOCUMENTS RESPONSIVE TO FLOOD RELATED FOIA REQUESTS. 0.40	70.0
KK PREPARATION OF AND RECEIPT AND REVIEW OF A TOTAL OF 3 EMAILS AND ASSOCIATED ATTACHMENTS REGARDING FOIA ISSUES. 0.30	52.6
09/21/2021 SJB EMAILS WITH CLIENT REGARDING REDACTION OF DOCUMENTS IN RESPONSE TO FOIA REQUESTS FOR FLOOD INFORMATION. 0.40	70.0
09/29/2021 KK TELEPHONE CONFERENCE WITH ATTY BELISLE REGARDING FOIA ISSUES. RECEIPT AND REVIEW OF EMAIL REGARDING FOIA. 0.30	52.5
09/30/2021 SJB REVIEW FOIA REQUEST REGARDING COVID INFORMATION; REVIEW FOIA REGARDING REQUEST REQUIREMENTS; EMAIL TO CLIENT REGARDING RECOMMENDED RESPONSE. 0.40	70.0
For Current Services Rendered 2.40	420.0
Recapitulation	
Timekeeper <u>Title Hours Rat</u> STACY J. BELISLE Partner 1.80 \$175.0	
STACY J. BELISLEPartner1.80\$175.0KEVIN KILBYAssociate0.60175.0	

**Previous Balance** 

\$1,085.00

Statement Date: 10/13/2021 Statement No. 8293

**Total Current Work** 

**Balance Due** 

420

\$1,505.

CITY OF GROSSE POINTE WOODS	October 01, 2021	
20025 Mack Plaza Grosse Pointe Woods, MI 48236	Client: 00089 Matter: 00000 Invoice #: 12097	
Attention: Bruce Smith, City Manager	Page:	2
- a autorit 2000).		

# RECEIVED

#### RE: **GENERAL MATTERS**

NOV - 1 2021

CITY OF GROSSE POINTE WOODS OLERK'S DEPARTMENT

Total Amount Due

\$2,208.75

SM 10115/2021 Frenk Schult

#### 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

CITY OF GROSSE POINTE WOODS 20025 Mack Plaza Grosse Pointe Woods, MI 48236 Attention: Bruce Smith, City Manager

FEDERAL I.D. 38-1996878

October (	01, 2021
Client:	000896
Matter:	000000
Invoice #:	120977

Page:

1

**RE: GENERAL MATTERS** 

Frenk Schutte

For Professional Services Rendered through September 29, 2021

DATE	ATTY	DESCRIPTION	HOURS
9/2/2021	GSR	Attention to preparation of employee brief.	3.00
9/3/2021	GSR	Correspondence with Director Kosanke regarding employee FMLA issue.	0.25
9/3/2021	KEJ	Attention to review of labor arbitration authority for preparation of Employer's Post Hearing Brief related to POAM Grievance No. 18-293.	1.50
9/7/2021	GSR	Attention to preparation of employee hearing brief.	3.75
9/8/2021	BAY	Attention to post arbitration brief regarding police promotion issue.	1.50
9/9/2021	GSR	Attention to preparation of employee hearing brief; telephone discussion with Director Kosanke regarding the same.	2.00
9/13/2021	GSR	Correspondence regarding overtime hearing.	0.25
9/14/2021	GSR	Correspondence regarding overtime hearing.	0.25
9/21/2021	GSR	Correspondence regarding overtime grievance arbitration.	0.25

Total Services \$2,208.75

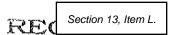
ATTORNEY		HOURS	RATE	AMOUNT
KEJ	KATHRYN E. JONES	1.50	\$160.00	\$240.00
GSR	GOURI SASHITAL	9.75	\$175.00	\$1,706.25
BAY	BETH A. YOUNG	1.50	\$175.00	\$262.50

# **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

CITY OF GROSSE POINTE WOODS 20025 Mack Plaza Grosse Pointe Woods, MI 48236 Attention: Bruce Smith, City Manager



OCT 1 4 2021

FEDERAL I.D. 38-1996878

October 01, 2021	
Client:	000896
Matter:	000000
Invoice #:	120977

**REGARDING: GENERAL MATTERS** 

For professional services rendered and expenses incurred relative to the above matter:

TOTAL

\$2,208.75

CITY OF GROSSE POINTE WOODS	October 01,	2021
20025 Mack Plaza Grosse Pointe Woods, Mi 48236	Client: Matter: Invoice #:	000896 000004 120970
Attention: Bruce Smith, City Manager		
	Page:	2

.

.

PECEIVED

RE: INVESTIGATION

NOV ~ 1 2021

CITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT

Total Amount Due

\$1,882.25

101210810.00

\$ 1882.25

5m 10/15/21 Frank Schult

# 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

October 01, 2021

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

10/15/21

Attention: Bruce Smith, City Manager

Page:

Client:

Matter:

Invoice #:

### 1

000896

000004

120970

RE: INVESTIGATION

101910810,00

500 \$ 1882.25 Funk Schult

For Professional Services Rendered through September 29, 2021

DATE	ATTY	DESCRIPTION	HOURS
9/7/2021	TLF	Telephone call to employee regarding scheduling interviews of directors regarding the employee matter.	0.25
9/8/2021	TLF	Attention to preparation of summary of witness interview of employee; review of employee's supporting documents; preparation for interviews with department heads.	2.50
9/9/2021	TLF	Attention to preparation for and attendance at City Hall for witness interviews of multiple witnesses; continued interview with enployee.	7.00
9/15/2021	TLF	Attention to receipt and review of correspondence from employee (x2) with documents.	0.50
9/20/2021	TLF	Telephone call from employee regarding interviews and additional information.	0.50
		Total Services	\$1,881.25

ATTORNEY	ž.	HOURS	RATE	AMOUNT
TLF	THOMAS L. FLEURY	10.75	\$175.00	\$1,881.25

# DISBURSEMENTS

9/23/2021 Document Reproduction

\$1.00

\$1.00 235

# **KELLER THOMA**

A PROFESSIONAL CORPORATION

RECE Section 13, Item L.

OCT 1 4 2021

COUNSELORS AT LAW 26555 EVERGREEN SUITE 550 SOUTHFIELD, MICHIGAN 48076 313.965.7610 FAX 313.965.4480 www.kelienthoma.com

CITY OF GROSSE POINTE WOODS 20025 Mack Plaza Grosse Pointe Woods, MI 48236 Attention: Bruce Smith, City Manager FEDERAL I.D. 38-1996878

000896
000004
120970

**REGARDING: INVESTIGATION** 

For professional services rendered and expenses incurred relative to the above matter:

TOTAL

\$1,882.25

ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.			Section 13, Item M.	
27555 Executive Drive, Suite 250 Farmington Hills, MI 48331				
RECEIVE	<b>e</b> .	5		
NOV - 1 21	)21			
CITY OF GROSSE POIN CLERK'S DEPART	ITE WOODS October 12, 2021			
City of Grosse Poir Attn: Bruce Smith, 20025 Mack Plaza Grosse Pointe Woo	City Adminsitrator Inv	oice #		1076332
In Reference To: G	eneral Counsel			
Professional Service	es Rendered Through September 30, 2021			
		,	Hrs/Rate	Amount
<u>City</u> A	Administrator			
9/17/2021 LAA	Telephone conference and email correspondence w Acting City Administrator regarding City insurance coverage matters		0.20 \$155.00/hr	31.00
SUBT	TOTAL:	r	0.20	31.00]
	Council	Ļ	0.20	51.00
	Review of agenda materials for Committee of the Whole meeting; Review City Charter regarding the lease or sale of public property; Review the Master Deed and Zoning Map for information regarding th proposed sale of the City's parking lot		1.80 \$155.00/hr	279.00
LAA	Telephone conference with Acting City Administra regarding agenda items	ltor	0.20 \$155.00/hr	31.00
9/13/2021 LAA	Telephone conference with Clerk regarding agenda matters		0.50 \$155.00/hr	77.50

Г

			1	]
				Section 13, Item M.
General Cou	msel			Page 2
			Hrs/Rate	Amount
9/13/2023	I LAA	Telephone conference with Acting City Administrator regarding agenda items	0.30 \$155.00/hr	46.50
	LAA	Telephone conference with Mayor regarding agenda matters	0.60 \$155.00/hr	93.00
	LAA	Travel to City for Council and Committee of the Whole meetings	0.90 \$155.00/hr	139.50
	LAA	Attend City Council meeting	0.80 \$155.00/hr	124.00
	LAA	Attend Committee of the Whole meeting	1.00 \$155.00/hr	155.00
	LAA	Meet with Council Member McConnaghy regarding City business	0.40 \$155.00/hr	62.00
	LAA	Return travel from meeting	0.80 \$155.00/hr	No Charge
9/15/2021	LAA	Review of Attorney General Opinions and statutes regarding municipal expenditures; Review Beautification Commission Bylaws; Prepare memorandum to Council regarding municipal expenditures related to donations to private organizations	2.10 \$155.00/hr	325.50
9/20/2021	LAA	Receipt/review of agenda packet for Council meeting	1.70 \$155.00/hr	263.50
	LAA	Telephone conference with Mayor regarding agenda items	0.20 \$155.00/hr	31.00
	LAA	Travel to GPW for Council meeting	0.90 \$155.00/hr	139.50
	LAA	Attend Council meeting	0.90 \$155.00/hr	139.50

				Section 13, Item M.
General Cou	nsel			Page 3
			Hrs/Rate	Amount
9/20/2021	LAA	Return travel from Council meeting	0.90	No Charge
			\$155.00/hr	no enage
9/24/2021	LAA	Receipt/review of water and property tax payments for Council members pursuant to City Charter Section 5.1	0.20 \$155.00/hr	31.00
	SUB1	TOTAL:	[ 14.20	1,937.50]
	Gener	al Administration		
9/1/2021	LAA	Receipt/review correspondence from Building Official regarding FEMA flood maps and deadline for adopting ordinance regarding flood regulations	0.40 \$155.00/hr	62.00
	LAA	Receipt/review correspondence regarding firearms background check for J. Scherer	0.50 \$155.00/hr	77.50
9/2/2021	LAA	Federal Subpoena (2112 Vernier): Telephone conference and email correspondence from Public Safety Department regarding subpoena for records; Receipt/review records in response to subpoena; Correspondence with Public Safety Department and Clerk regarding same	0.80 \$155.00/hr	124.00
9/3/2021	LAA	Receipt/review correspondence from Clerk regarding election issues and ballots	0.70 \$155.00/hr	108.50
9/7/2021	LAA	Telephone conference with City Administrator regarding procedural issues involving the consideration of the sale of public property; Telephone conference with Clerk regarding same	0.20 \$155.00/hr	31.00
	LAA	Receipt/review of notice of trip and fall claim; Review information provided with notice; Review Wayne County Circuit Court docket and property records; Correspondence with Clerk regarding same	0.60 \$155.00/hr	93.00
	LAA	Correspondence to Clerk regarding subpoena for documents in <i>Mahone v State Farm</i> , Case No. 21-10370	0.20 \$155.00/hr	31.00

			Section 13, Item M.
General Counsel			Page 4
		Hrs/Rate	Amount
9/7/2021 LAA	Receipt/review correspondence from Clerk regarding election security matters	0.30 \$155.00/hr	46.50
9/8/2021 LAA	Correspondence to City Administrator's office regarding Subrogation Agreement in connection with the CDBG home loan	0.20 \$155.00/hr	31.00
LAA	Correspondence to Department of Public Works regarding subpoena response in <i>Mahone v State Farm</i> , Case No. 21-10370	0.30 \$155.00/hr	46.50
LAA	Receipt/review of FEMA maps applicable to the City; Research legal authority and requirements for National Flood Insurance Program; Review sample ordinances on floodplain management regulations; Prepare ordinance adopting floodplain management regulations	3.30 \$155.00/hr	511.50
LAA	Telephone conference with Clerk regarding Freedom of Information Act request related to heavy rain events; Telephone conference with Attorney Landa regarding same	0.90 \$155.00/hr	139.50
9/9/2021 LAA	Correspondence to Building Official, City Administrator and Clerk regarding floodplain management ordinance adopting FEMA maps; Telephone conference and email correspondence with EGLE representative regarding EGLE approval of draft ordinance	0.50 \$155.00/hr	77.50
LAA	Receipt/review correspondence from Clerk regarding Freedom of Information Act request for heavy rain events	0.20 \$155.00/hr	31.00
9/10/2021 LAA	Telephone conference and email correspondence with insurance adjuster regarding slip and fall claim; Correspondence to Director of Public Works regarding same	0.80 \$155.00/hr	124.00
LAA	Correspondence to Public Works and Public Safety regarding response to subpoena; Prepare letter to Counsel responding to subpoena; Correspondence with	0.90 \$155.00/hr	139.50

			Section 13, Item M.
General Counsel			Page 5
		Hrs/Rate	Amount
	Attorney Whitford regarding same		
9/13/2021 LAA	Telephone conference with Building Official regarding proposed sale of parking lot; Review Charter and state statutes regarding sale of public land; Review information regarding proposed sale	0.90 \$155.00/hr	139.50
9/14/2021 LAA	Telephone conference with Building Official regarding FEMA flood maps and floodplain regulations; Telephone conference and email correspondence with AEW Engineering regarding same; Telephone conference and email correspondence with State Coordinator for the National Flood Insurance Program; Review Flood Insurance Study for Wayne County for provisions applicable to the City	1.20 \$155.00/hr	186.00
LAA	Telephone conference with Clerk regarding floodplain ordinance	0.20 \$155.00/hr	31.00
9/15/2021 LAA	Preparation of memorandum to Council regarding floodplain management ordinance; Correspondence with State Coordinator for Flood Insurance Program regarding regulations pertaining to Flood Insurance Program	1.90 \$155.00/hr	294.50
LAA	Correspondence to Acting City Administrator regarding renewal of City insurance coverage	0.20 \$155.00/hr	31.00
9/16/2021 LAA	Correspondence to Clerk regarding FEMA floodplain maps and floodplain management ordinance; Evaluate regulations related to the National Flood Insurance Program; Review Charter provisions and applicable statutes regarding effective date of ordinance	0.90 \$155.00/hr	139.50
LAA	Receipt/review of summary of coverage from City insurance provider regarding new insurance policy effective October 1, 2021; Compare coverage with current insurance policy; Prepare review of coverage analysis for City administration	1.60 \$155.00/hr	248.00

				<b></b>
				Section 13, Item M.
General Cou	nsel			Page 6
			Hrs/Rate	Amount
9/17/2021	LAA	Telephone conference with B. Bucko regarding City insurance coverage; Receipt/review documents from B. Bucko regarding coverage issues and revised cyber liability quote; Review revised summary of coverage document; Prepare attorney letter to Council regarding City insurance coverage; Telephone conference with Clerk regarding same	3.20 \$155.00/hr	496.00
	LAA	Correspondence to Clerk regarding FEMA Flood Insurance Study; Revise memo to Council regarding floodplain ordinance; Analyze FEMA flood maps	0.90 \$155.00/hr	139.50
	LAA	Receipt/review correspondence from McGraw Morris firm regarding update to Freedom of Information Act request	0.10 \$155.00/hr	15.50
9/19/2021	LAA	Correspondence to Acting City Administrator regarding City insurance coverage matters	0.30 \$155.00/hr	46.50
9/20/2021	LAA	Correspondence with Acting City Manager and City Manager regarding insurance renewal and cancellation terms; Correspondence with City Manager regarding five-year history of sewer backup claims	0.90 \$155.00/hr	139.50
	LAA	Review of insurance policy and renewal proposal; Telephone conference with City Administrator regarding same	0.80 \$155.00/hr	124.00
9/21/2021	LAA	Correspondence to City Administrator's office regarding liquor license issue; Review licensing regulations regarding same	0.60 \$155.00/hr	93.00
	LAA	Receipt/review of financial audit information from Plante Moran; Correspondence with Treasurer regarding same	0.40 \$155.00/hr	62.00
	LAA	Telephone conference with Mayor regarding Senior Citizen Commission; Review ordinance regarding Commission membership; Review Commission Bylaws regarding membership and quorum for conducting business	0.60 \$155.00/hr	93.00

			Section 13, Item M.
General Counsel			Page 7
		Hrs/Rate	Amount
9/22/2021 LAA	Receipt/review correspondence from Council Member Vaughn regarding insurance renewal; Receipt of correspondence from B. Bucko regarding insurance issues	0.30 \$155.00/hr	46.50
LA/	Correspondence to City Administrator regarding appraisal for proposed sale of parking lot; Review appraisal	0.50 \$155.00/hr	77.50
LAA	A Preparation of Indemnification and Hold Harmless Agreement for use of parking lot for Ford House special events	1.70 \$155.00/hr	263.50
9/27/2021 LAA	Review of attorney confirmation for financial statement audit; Telephone conference with Treasurer about information for audit; Telephone conference with K. Alestra from Plante Moran regarding audit	0.90 \$155.00/hr	139.50
LAA	Receipt/review correspondence from Council Member Granger regarding information for weekly City emails regarding ballot proposals	0.20 \$155.00/hr	31.00
LAA	Receipt/review correspondence from Clerk regarding sponsorship of Chambers of Commerce Parade; Review parade sponsorship materials; Telephone conference with Chambers of Commerce regarding sponsorship; Review information related to Grosse Pointe Woods Foundation; Telephone conference with Clerk regarding same	1.50 \$155.00/hr	232.50
LAA	Preparation of Agreement with Gro-Town for seed distribution	2.00 \$155.00/hr	310.00
9/28/2021 LAA	Preparation of response to audit	0.90 \$155.00/hr	139.50
LAA	Correspondence with Clerk and Director of Public Works regarding contract for use of salt barn	0.30 \$155.00/hr	46.50
LAA	Correspondence with City Administrator regarding Gro-Town Agreement for seed distribution	0.30 \$155.00/hr	46.50

# General Counsel

Section 13, Item M.

### Page 8

			Hrs/Rate	Amount
9/28/2021	LAA	Correspondence with Chambers representative regarding parade	0.40 \$155.00/hr	62.00
	LAA	Receipt/review of information from Clerk regarding communications related to ballot proposals	0.40 \$155.00/hr	62.00
	LAA	Receipt/review correspondence from Director of Public Works regarding GFL invoice for collection of flood items	0.20 \$155.00/hr	31.00
	LAA	Continued review and preparation of license agreement for use of parking lot	2.10 \$155.00/hr	325.50
9/29/2021	LAA	Review of Campaign Finance Act regarding communications regarding ballot proposals; Review Secretary of State information and case law regarding statutory gag order on communications to voters 60 days prior to the election	1.00 \$155.00/hr	155.00
	LAA	Correspondence with Clerk regarding effective date of ordinance adopting floodplain regulations; Review Home Rule City Act, City Charter and other regulations pertaining to the effective date of the regulations	0.80 \$155.00/hr	124.00
	LAA	Correspondence with Clerk, Mayor and City Administrator's office regarding parade sponsorship	0.50 \$155.00/hr	77.50
	LAA	Telephone conference and email correspondence with Public Works Director and City Administrator regarding engineering report on sewers	0.30 \$155.00/hr	46.50
	LAA	Multiple email correspondence with City Administrator about Tokio Marine insurance matters; Telephone conference with City Administrator regarding same	0.80 \$155.00/hr	124.00
	LAA	Telephone conference with City Clerk regarding Election Commission meeting	0.20 \$155.00/hr	31.00

## General Counsel

Section 13, Item M.

Page 9

		Hrs/Rate	Amount
9/30/2021 LAA	Receipt/review of legal notice from GLWA regarding inspection of electrical equipment; Correspondence with McGraw Morris regarding same	0.20 \$155.00/hr	31.00
LAA	Preparation of factual communication about ballot proposals for distribution to public; Correspondence with Mayor and City Administrator regarding same	0.90 \$155.00/hr	139.50
LAA	Receipt/review correspondence from Tokio Marine representatives regarding insurance renewal terms; Review coverage documents and compare against summary of coverage document provided by insurance agent in preparation for telephone conference with Tokio Marine representatives	1.50 \$155.00/hr	232.50
LAA	Multiple telephone conferences with Tokio Marine representatives, City Administrator, Treasurer and Mayor regarding insurance coverage issues	1.20 \$155.00/hr	186.00
LAA	Telephone conference and email correspondence with City Administrator, Mayor and Attorney Diemer regarding insurance issues; Review court opinion discussing Tokio Marine	0.80 \$155.00/hr	124.00
LAA	Multiple email correspondence with Tokio Marine representatives regarding insurance coverage and premium payment	0.50 \$155.00/hr	77.50
LAA	Receipt/review of documents and correspondence from Bob Bucko regarding excess insurance coverage under renewed policy; Telephone conference with Bob Bucko, City Administrator, Treasurer and Mayor regarding renewal policy terms and issues	0.60 \$155.00/hr	93.00
LAA	Receipt/review correspondence from Tokio Marine regarding claim loss due to flooding	0.40 \$155.00/hr	62.00
LAA	Receipt/review of information pertaining to cyber liability	0.30 \$155.00/hr	46.50

Section 13, Item M.

Page 10

			Hrs/Rate	Amount
	SUB	FOTAL:	[ 47.20	7,316.00]
	Michi	igan Tax Tribunal		
9/3/2021	SSM	Welltower 20-001759: File review regarding discovery status; correspondence to opposing counsel regarding same	0.30 \$145.00/hr	43.50
	SSM	Welltower 21-001971: File review regarding discovery status; Correspondence to opposing counsel regarding same	0.30 \$145.00/hr	43.50
9/7/2021	SSM	Welltower 21-001971: File review regarding discovery status; Draft Motion to Compel and correspondence regarding same	0.60 \$145.00/hr	87.00
9/8/2021	SSM	Welltower 21-001959: File review regarding discovery status; Draft Motion to Compel and correspondence regarding same	0.60 \$145.00/hr	87.00
9/9/2021	SSM	Cook Road 2017: Review of file regarding status of discovery; Draft Motion to Compel and correspondence regarding same	0.70 \$145.00/hr	101.50
	SSM	Welltower 20-001399: Review of file regarding status of discovery; Draft Motion to Compel and correspondence regarding same	0.60 \$145.00/hr	87.00
9/10/2021	SSM	Lochmoor: Review of file regarding discovery; Draft Motion to Compel and correspondence regarding same	0.60 \$145.00/hr	87.00
9/14/2021	SSM	Welltower 20-001399: Receipt/review of correspondence from Petitioner's attorney regarding discovery responses; Review file regarding same; correspondence to Petitioner's attorney; Receipt of correspondence regarding adjournment; correspondence to Assessor regarding same; Note to file	0.50 \$145.00/hr	72.50

				[
				Section 13, Item M.
General Cou	insel			Page 11
			Hrs/Rate	Amount
9/15/2023	I SSM	Welltower 20-001399: Telephone conference with Assessor; Note to file regarding same	0.30 \$145.00/hr	43.50
9/20/2021	SSM	Cook Road 2017: Review of file regarding inspection requests; revise Motion to Compel Discovery Responses to include Motion to Compel Inspection	0.40 \$145.00/hr	58.00
	SSM	TCF: Receipt/review of memo regarding overdue discovery responses from Petitioner's representative; Correspondence regarding same to Petitioner's representative; Note to file	0.30 \$145.00/hr	43.50
9/29/2021	SSM	Welltower 20-001399: Receipt/review of discovery responses; Correspondence regarding same	0.40 \$145.00/hr	58.00
	SSM	Welltower 21-0001971: Receipt/review of discovery responses; Correspondence regarding same	0.40 \$145.00/hr	58.00
	SSM	Cook Road 2017: Receipt/review of discovery responses; Correspondence to Appraiser regarding same; Correspondence to client regarding same	0.70 \$145.00/hr	101.50
	SSM	Cook Road 2017: Receipt/review of memo from Petitioner's attorney regarding inspection; Mem ot Appraiser regarding same; Receipt of memo from Appraiser; Respond to same; Note to file	0.40 \$145.00/hr	58.00
	SUBT	OTAL:	[ 7.10	1,029.50]
	For pro	ofessional services rendered	68.70	\$10,314.00
	Additi	onal charges:		
			Qty/Price	
	Michig	gan Tax Tribunal		
9/21/2021		gan Tax Tribunal E-Filing Fee - Motion to Compel noor Club)	1 50.00	50.00

# General Counsel

Section 13, Item M.

		Qty/Price	Amount		
9/21/2021	Michigan Tax Tribunal E-Filing Fee - Motion to Compel (Cook Road 2017)	1 50.00	50.00		
	Photocopies - Motion to Compel (Lochmoor Club)	otion to Compel (Lochmoor Club) 56 0.20			
	Photocopies - Motion to Compel (Cook Road 2017)	6.00			
	Postage - Motion to Compel (Lochmoor Club) 1.8				
	Postage - Motion to Compel (Cook Road 2017)	1.40			
9/29/2021	Photocopies - Plaintiff's Discovery Documents (Cook Road 2017)	141 0.20	28.20		
	SUBTOTAL:		[ 148.60]		
	Total costs		\$148.60		
	Total amount of this bill	_	\$10,462.60		
	Previous balance		\$21,516.44		
9/16/2021 Payment - thank you. Check No. 61270 9/21/2021 Payment - thank you. Check No. 61296 Trunk Schult			(\$13,920.44) (\$7,596.00)		
	Balance due 101210801.300 148.40		\$10,462.60		
SM 10		<del></del>	₩ <b>₩₩₩₩₩₩₩</b>		

Please include your Invoice Number on your payment. Thank you.

### Attorney Summary

Name	Hours	Rate
Lisa A. Anderson, Shareholder	59.90	155.00
Stephanie Simon-Morita, Associate	7.10	145.00