

**CITY OF GROSSE POINTE WOODS**  
**Electronic Regular City Council Meeting Agenda**  
**Monday, January 4, 2021**  
**7:00 p.m.**

**The City Council will be conducting a meeting of the Grosse Pointe Woods City Council by video (Zoom) and telephone conference in accordance with the City of Grosse Pointe Woods City Council resolution adopted May 4, 2020. This notice is being provided to ensure that those wishing to participate in the meeting have an opportunity to do so. Additional instructions are listed below.**

Join Zoom Meeting:

<https://zoom.us/j/92786470146?pwd=LzlaNlpuQ2xXNmFSVnlGUTM0REhJdz09>

Meeting ID: 927 8647 0146

Passcode: 079269

Join by phone:

Dial by your location

877 853 5247 US Toll-free

888 788 0099 US Toll-free

Meeting ID: 927 8647 0146

Passcode: 079269

Facilitator's Statement

1. CALL TO ORDER
2. ROLL CALL
3. ACCEPTANCE OF AGENDA
  
4. APPOINTMENTS
  - A. Mayoral Appointments – Citizens to Commissions/Boards/ Committees
    1. Beautification Commission
      - a. Reappointments (5)
      - b. Vacancies (4)
    2. Community Tree Commission
      - a. Reappointments (4)
      - b. Vacancy (1)
    3. Historical Commission
      - a. Reappointments (3)
    4. Planning Commission
      - a. Reappointments (3)
    5. Senior Citizens Commission
      - a. Reappointments (4)
      - b. Vacancies (2)
    6. Construction Board of Appeals
      - a. Reappointments (2)
  
5. MINUTES
  - A. Council 12/21/20

- 6. COMMUNICATIONS
  - A. Budget Amendment/Pool Pipe Replacement – Lake Front Park
    - 1. Memo 12/26/20 – Director of Public Services
    - 2. Photo (1)
    - 3. Pool House Proposal – Fontana Construction, Inc.
    - 4. Pool Plugs Proposal – Ballard Marine Construction
  - B. Grosse Pointe Woods-Shores Little League Signs/Banners for fundraiser
    - 1. Letter 12/28/20 – Paul Summers
    - 2. Documents that may pertain to this item
      - a. Email 04/06/15 – Bill Babcock
      - b. Committee-of-the-Whole Excerpt 04/13/15
      - c. Committee-of-the-Whole Excerpt 04/20/15
- 7. BIDS/PROPOSALS/  
CONTRACTS
  - A. WOW Franchise Renewal Agreement
    - 1. Letter 12/17/20 – City Attorney
    - 2. Email/Letter 12/16/20 – City Attorney
    - 3. Letter 12/09/20 – Terrell Priester
    - 4. Instructions for Uniform Video Service Local Franchise Agreement
    - 5. Uniform Video Service Local Franchise Agreement
- 8. RESOLUTION
  - A. 2021 Grosse Pointe Woods Special Events License Application
    - 1. Memo 12/21/20 – City Clerk
    - 2. MLCC Special License Application
    - 3. Proposed Resolution
    - 4. Credit Card Authorization Form
    - 5. Site Plan
- 9. ORDINANCE
  - A. Second Reading: An Ordinance To Amend Chapter 8 buildings and Building Regulations, Article XVI Emergency Electrical Generators, To Modify Sec 8-463 Permanent Location, To Allow Side Yard Placement Based on Certain Requirements
    - 1. Letter 12/15/20 – City Attorney
    - 2. Proposed Ordinance
    - 3. Affidavit of Legal Publication
- 10. CLAIMS/ACCOUNTS
  - A. Assessing Services
    - 1. WCA Invoice No. 12182020 12/18/20 - \$6,258.25.
  - B. State of Michigan – MDOT
    - 1. Invoice 11/04/20 - \$1,026.16.

C. City Engineer – Anderson, Eckstein & Westrick

1. DPW Water & Sewer Barn Invoice No. 0128790 12/03/20 - \$800.00;
2. Vernier Rd. Resurfacing-Fairway to ECL Invoice No. 0128884 12/10/20 - \$325.75;
3. 2019 Sewer Open Cut Repair Program Invoice No. 0128885 12/10/20 - \$2,132.30;
4. 2020-2021 General Engineering Invoice No. 0128886 12/10/20 - \$485.75;
5. LFP Vehicular Bridge Replacement Invoice No. 0128887 12/10/20 - \$2,394.40;
6. Robert E. Novitke Complex Generator Invoice No. 0128888 12/10/20 - \$206.00;
7. 2020 Concrete Pavement Repair Program Invoice No. 0128889 12/10/20 - \$12,720.50;
8. Sewer Rehabilitation-Lining Invoice No. 0128890 12/10/20 - \$1,802.90;
9. 0160-0431 20861-20879 Mack Ave. Plan Review Invoice No. 0128891 12/10/20 - \$3,232.30;
10. Oxford Rd. Recon. – Mack to Holiday Invoice No. 0128893 12/10/20 - \$10,268.00;
11. Bournemouth WM Replacement Invoice No. 0129049 12/14/20 - \$10,715.00.

D. City Attorney

1. Charles T. Berschback November Billing 12/28/20 – \$7,943.75.

11. NEW BUSINESS/PUBLIC COMMENT

12. ADJOURNMENT

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

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

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services to individuals with disabilities. Closed captioning and audio will be provided for all electronic meetings. All additional requests must be made in advance of a meeting.

Instructions for meeting participation

1. To join through Zoom: The meeting may be joined by clicking on the link provided on the agenda at the start time posted on the agenda, enter the meeting identification number, and password. Zoom may provide a couple of additional instructions for first time use. As an alternative to using the link, accessibility to the meeting may be obtained by using the browser at [join.zoom.us](https://join.zoom.us). If having trouble logging in, try a different browser e.g. Chrome.

Join Zoom Meeting

<https://zoom.us/j/92786470146?pwd=LzlaNlpnQ2xXNmFSVnlGUTM0REhJdz09>

Meeting ID: 927 8647 0146

Passcode: 079269

2. Join by telephone: Dial the toll-free conferencing number provided and enter the meeting identification number, and password. Dial \*9 to be heard under Public Comment.

Phone Numbers

Dial by your location

877 853 5247 US Toll-free

888 788 0099 US Toll-free

Meeting ID: 927 8647 0146

Passcode: 079269

In an effort to alleviate feedback and disruption of the meeting, choose one of the media options, either phone or Zoom, not both.

Meeting notices are posted on the City of Grosse Pointe Woods website home page at [www.gpwmi.us](http://www.gpwmi.us) and the on-line calendar, both containing a link to the agenda. The agenda contains all pertinent information including business to be conducted at the meeting, a hyperlink to participate using Zoom, and call-in telephone number with necessary meeting identification, and a password. Agendas will also be posted on six (6) City bulletin boards along Mack Avenue.

The following are procedures by which persons may contact members of the public body to provide input or ask questions:

1. To assist with meeting flow and organization, all public comment will be taken at the end of the meeting unless it is moved to a different location on the agenda upon a consensus of the City Council;
2. The phone-in audience, when making public comment please state your name (optional) when called upon;
3. Audience participants will be muted upon entry and will have a chance to speak during the public comment portion of the meeting at the end of the agenda, at which time the microphones will be unmuted.
4. Those joining by Zoom will also be muted and may use the virtual raised “hand” to request to be heard under Public Comment.
5. Those joining by telephone need to dial in using the phone number provided on the agenda. When prompted, enter the meeting number and the password also located on the agenda. Dial \*9 to be heard under Public Comment.
6. The published agenda invites participants from the community to provide written questions, comments, and concerns in advance of the meeting to any Elected Official or the City Clerk regarding relevant City business and may be read under Public Comment. Emails may be sent to:

|                                |  |              |
|--------------------------------|--|--------------|
| Mayor Robert E. Novitke        | <a href="mailto:mayornovitke@comcast.net">mayornovitke@comcast.net</a>       | 586 899-2082 |
| Art Bryant, Council Member     | <a href="mailto:arthurwbryant@gmail.com">arthurwbryant@gmail.com</a>         | 313 885-2174 |
| Ken Gafa, Council Member       | <a href="mailto:kgafa@comcast.net">kgafa@comcast.net</a>                     | 313 580-0027 |
| Vicki Granger, Council Member  | <a href="mailto:grangergpw@aol.com">grangergpw@aol.com</a>                   | 313 640-5250 |
| Mike Koester, Council Member   | <a href="mailto:koester.gpw@gmail.com">koester.gpw@gmail.com</a>             | 313 655-4190 |
| Todd McConaghy, Council Member | <a href="mailto:todd.mcconaghygpw@yahoo.com">todd.mcconaghygpw@yahoo.com</a> | 248 765-0628 |

|                                 |  |              |
|---------------------------------|--|--------------|
| George McMullen, Council Member | <a href="mailto:george@grmcmullen.net">george@grmcmullen.net</a> | 313 549-6363 |
| Lisa Hathaway, City Clerk       | <a href="mailto:lhathaway@gpwmi.us">lhathaway@gpwmi.us</a>       | 313 343-2447 |

You may contact Lisa Hathaway, City Clerk, at [lhathaway@gpwmi.us](mailto:lhathaway@gpwmi.us) should you have any questions prior to the meeting starting.

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

# MEMO

TO: Lisa Hathaway/Paul Antolin  
 FROM: Gretchen Miotto  
 RE: Citizen Re-Appointments to Commission and Boards – Mayoral Appointments Only  
 DATE: 12/28/20

| Appointed by | Authority   | Commission/Board                          | Name                 | Address                             |
|--------------|---|---|----------------------|-------------------------------------|
| Mayor        | City Code Sec. 2-501; 3-yr staggered term, 15 members | <b>Beautification Advisory Commission</b> | Stewart, Marlin      | 2145 Stanhope<br>GPW, MI 48236      |
|              |   |   | Arslanian, Gloria    | 2000 Hunt Club<br>GPW, MI 48236     |
|              |   |   | Casinelli, Mary      | 20085 Marford Ct.<br>GPW, MI 48236  |
|              |   |   | Miller, Janet        | 596 N. Brys<br>GPW, MI 48236        |
|              |   |   | Spreder, Lisa        | 1440 Yorktown<br>GPW, MI 48236      |
|              |   |   | <b>VACANCIES (4)</b> |                                     |
| Mayor        | By-Laws, 11 members, 3-yr staggered terms; Sec. 2-380 | <b>Community Tree Commission</b>          | Lechner, Paul        | 898 Anita Ave.<br>GPW, MI 48236     |
|              |   |   | Butler, Timothy      | 703 Pear Tree Lane<br>GPW, MI 48236 |
|              |   |   | Galbo, Maria         | 938 S. Renaud<br>GPW, MI 48236      |
|              |   |   | Rennpage, Randy      | 521 Roslyn Rd.<br>GPW, MI 48236     |
|              |   |   | <b>VACANCY</b>       |                                     |

| <b>Appointed by</b> | <b>Authority</b>   | <b>Commission/Board</b>              | <b>Name</b>            | <b>Address</b>                                     |
|---------------------|--|--------------------------------------|------------------------|--|
| Mayor               | Council Resolution 8-20-79, By Laws,;Sec. 2-494; 3-yr. staggered term, 11 members              | <b>Historical Commission</b>         | Hartert, Shirley       | 1930 Lancaster Ave.<br>GPW, MI 48236               |
|                     |  |                                      | Listman, Stephanie     | 979 Briarcliff<br>GPW, MI 48236                    |
|                     |  |                                      | Wilborn, Giles         | 2110 Fleetwood<br>GPW, MI 48236                    |
| Mayor               | Section 2-441a City Charter, 3-yr. staggered term, 9 members                                   | <b>Planning Commission</b>           | Bailey, George         | 1155 Hampton<br>GPW, MI 48236                      |
|                     |  |                                      | Fuller, Michael        | 1230 North Renaud<br>GPW, MI 48236                 |
|                     |  |                                      | Hamborsky, Douglas     | 19982 Clairview Ct. E.<br>GPW, MI 48236            |
| Mayor               | 11 members, 9-general community-3-yr terms, 2-senior groups & community interest – 1 yr. terms | <b>Senior Citizens' Commission</b>   | Wehrmann, Ronald       | 2041 Norwood<br>GPW, MI 48236                      |
|                     |  |                                      | Stander, David M.      | 20501 Van K Dr.<br>GPW, MI 48236                   |
|                     |  | Community Interest Rep               | Beeby, Sharon          | 4186 Wabeek Lake Dr.<br>Bloomfield Hills, MI 48302 |
|                     |  | HELM Life Center Rep                 | Uhlig-Johnstone, Heidi | 158 Ridge Rd<br>GPF, MI 48236                      |
|                     |  |                                      | <b>VACANCIES (2)</b>   |  |
| Mayor               | M.C.L. 125.1514, 3-7 members, 2-yr. staggered terms  | <b>Construction Board of Appeals</b> | Morrisett, Donald      | 749 Roslyn<br>GPW, MI 48236                        |
|                     |  |                                      | Vitale, John A.        | 20771 Wedgewood<br>GPW, MI 48236                   |



MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE  
POINTE WOODS HELD REMOTELY ON MONDAY, DECEMBER 21, 2020.

The Facilitator’s statement was provided.

The meeting was called to order at 7:01 p.m. by Mayor Pro-Tem Bryant.

Roll Call\*: Mayor Pro-Tem Bryant  
Council Members: Gafa, Granger, Koester, McConaghy (Southfield, MI)  
Absent: Mayor Novitke, Council Member McMullen  
(\*Unless specifically identified otherwise, Council Members attended remotely from Grosse Pointe Woods, MI.)

Also Present: City Administrator Smith  
City Attorney Berschback  
Treasurer/Comptroller Murphy  
City Clerk Hathaway  
Director of Public Safety Kosanke  
Director of Public Services Schulte  
Building Official Tutag  
IT Manager Capps  
Facilitator/Deputy City Clerk Antolin

Motion by McConaghy, seconded by Gafa, to excuse Mayor Novitke from tonight’s meeting as he is attending to a personal matter.

Motion carried by the following vote:  
Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

Motion by McConaghy, seconded by Gafa, to excuse Council Member McMullen from tonight’s meeting as he is attending to a personal matter.

Motion carried by the following vote:  
Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke



Motion by Koester, seconded by McConaghy, that all items, on tonight's agenda be received, placed on file, and taken in order of appearance, as amended with the exception of Item 4B to be postponed until the January 4, 2021, Council Meeting.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

Motion by Granger, seconded by Koester, regarding **appointments – Citizens Recreation Commission (Council)**, that the City Council to make the following re-appointments with terms expiring 12/31/23:

- Barbara Janutol;
- Angela Coletti Brown;
- Gib Heim.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

Motion by Granger, seconded by McConaghy, regarding **appointments – Board of Review (Council)**, that the City Council make the following re-appointment with terms to expire 01/01/24:

- Theresa Cerwin;
- Jan Ryndress McLellan.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

Motion by Granger, seconded by McConaghy, regarding **appointments – Building Authority (Council)**, that the City Council make the following re-appointment with a term to expire 12/31/23:

- Allen Dickinson.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

Hearing no objections, **appointments – Council Members to Boards/Organizations** was postponed to the January 4, 2021, Council Meeting.

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

1. City Council Minutes dated December 7, 2020.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

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

1. Committee-of-the-Whole Minutes dated December 7, 2020.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

Motion by Granger, seconded by Koester, that the following minutes be approved as submitted:

1. Committee-of-the-Whole Minutes dated December 14, 2020.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

Motion by McConaghy, seconded by Koester, regarding **Audit-FY Ending June 30, 2020, CAFR and Municipal Court Financial Statement**, that the City Council receive the Comprehensive Annual Financial Report for Fiscal Year End June 30, 2020, and the City of Grosse Pointe Woods Municipal Court Financial Statement ending June 30, 2020.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

THE MEETING WAS THEREUPON OPENED AT 7:09 P.M. FOR A PUBLIC HEARING IN ACCORDANCE WITH CHAPTER 8, BUILDINGS AND BUILDING REGULATIONS, ARTICLE IX, FENCES, TO HEAR THE APPLICATION OF **JOSEPH JARACKAS, 1971 OXFORD, GROSSE POINTE WOODS**, WHO IS REQUESTING TO RETAIN AN ALREADY INSTALLED SOLID FENCE, WHICH IS NONCOMPLIANT WITH SECTION 8-279(1) OF THE CITY CODE REQUIRING A MINIMUM 2” OPENINGS THROUGHOUT 50% OF THE LENGTH OR HEIGHT OF THE FENCE, AND SECTION 8-279(3) WHICH REQUIRES FRAMEWORK TO BE INSTALLED NOT FACING ADJACENT PROPERTIES OR STREETS. VARIANCES ARE THEREFORE REQUIRED.

Motion by Gafa, seconded by McConaghy, that for purposes of the public hearing the following items be received and placed on file Items 6A 1-10:

1. Letter 10/29/20, w/neighbor’s signatures – J. Jarackas
2. Revised Application for Fence Rec’d 12/15/20
3. Contract/Fence Plan 07/28/20 – Michigan Fence
4. Photo
5. Fence Requirements Enforcement 10/13/20
6. Memo 12/02/20 – Building Official
7. Photos (2)
8. Memo 12/02/20 – Director of Public Services
9. Affidavit of Property Owners Notified
10. Aerial Views (2)

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

The Building Official provided an overview of his memo dated December 2, 2020.

The Chair asked if anyone from the audience wished to speak in favor of the proposed request. The following individual was heard:

Joseph Jarackas  
1971 Oxford

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. No one wished to be heard.

Motion by Granger, seconded by Gafa, that the public hearing be closed at 7:16 p.m. PASSED UNANIMOUSLY.

Motion by Granger, seconded by Koester, regarding a Fence Public Hearing: Joseph Jarackas, 1971 Oxford, that the Council postpone this matter until April 1, 2021, to correct this matter with the Building Official.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy

No: None

Absent: McMullen, Novitke

THE MEETING WAS THEREUPON OPENED AT 7:22 P.M. FOR A PUBLIC HEARING IN ACCORDANCE WITH CHAPTER 8, BUILDINGS AND BUILDING REGULATIONS, ARTICLE IX, FENCES, TO HEAR THE APPLICATION OF **JAY PILOTTO, 1201 FAIRHOLME, GROSSE POINTE WOODS**, WHO IS REQUESTING TO RETAIN AN ALREADY INSTALLED SOLID FENCE ALONG THE EAST, SOUTH, AND WEST LOT LINES, WHICH IS NONCOMPLIANT WITH SECTION 8-279(1) OF THE CITY CODE REQUIRING A MINIMUM 2" OPENINGS THROUGHOUT 50% OF THE LENGTH OR HEIGHT OF THE FENCE. A VARIANCE IS THEREFORE REQUIRED.

Motion by Granger, seconded by Gafa, that for purposes of the public hearing the following items be received and placed on file Items 6B 1-14:

1. Letter 11/18/20 – J. Pilotto
2. Letter 07/05/20 – J. and S. Pilotto
3. Letter 05/19/20 – J. and S. Pilotto

4. Letter 07/02/20 – Building Inspector
5. Letter 05/08/20 – Building Inspector
6. Ticket No. 258611 07/10/20
7. Application for Fence 05/29/20
8. Photos (3)
9. Fence Enforcements 05/08/20, 07/10/20
10. Memo 12/11/20 – Building Official
11. Photos (6)
12. Memo 12/15/20 – Director of Public Services
13. Affidavit of Property Owners Notified
14. Aerial Views (2)

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

The Building Official provided an overview of his memo dated December 11, 2020.

The Chair asked if anyone from the audience wished to speak in favor of the proposed request. The following individual was heard:

Jay Pilotto  
1201 Fairholme

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. No one wished to be heard.

Motion by Granger, seconded by Gafa, that the public hearing be closed at 7:27 p.m. PASSED UNANIMOUSLY.

Motion by McConaghy, seconded by Gafa, regarding Fence Public Hearing: Jay Pilotto, 1201 Fairholme, who is requesting to retain a solid fence along the east, south, and west lot lines, that the Council adjourn this item until April 1, 2021, for purposes of discussing the fence with the Building Official to correct the issues.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

THE MEETING WAS THEREUPON OPENED AT 7:41 P.M. FOR A PUBLIC HEARING IN ACCORDANCE WITH CHAPTER 8, BUILDINGS AND BUILDING REGULATIONS, ARTICLE IX, FENCES, TO HEAR THE APPLICATION OF **JAY PILOTTO, 1221 FAIRHOLME, GROSSE POINTE WOODS**, WHO IS REQUESTING TO RETAIN AN ALREADY INSTALLED SOLID FENCE ON THE SOUTH LOT LINE, WHICH IS NONCOMPLIANT WITH SECTION 8-279(1) OF THE CITY CODE REQUIRING A MINIMUM 2” OPENINGS THROUGHOUT 50% OF THE LENGTH OR HEIGHT OF THE FENCE. A VARIANCE IS THEREFORE REQUIRED.

Motion by Granger, seconded by Gafa, that for purposes of the public hearing the following items be received and placed on file Items 6C – 1-12:

1. Letter 11/18/20 – J. Pilotto
2. Letter 07/05/20 – J. and S. Pilotto
3. Letter 07/02/20 – Building Inspector
4. Letter 05/08/20 – Building Inspector
5. Ticket No. 248610 07/10/20
6. Application for Fence 05/29/20
7. Photos (2)
8. Memo 12/11/20 – Building Official
9. Photos (6)
10. Memo 12/15/20 – Director of Public Services
11. Affidavit of Property Owners Notified
12. Aerial Views (2)

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

The Building Official provided an overview of his memo dated December 11, 2020.

The Chair asked if anyone from the audience wished to speak in favor of the proposed request. The following individual was heard:

Jay Pilotto, Contractor  
1201 Fairholme

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. No one wished to be heard.



Motion by Gafa, seconded by McConaghy, that the public hearing be closed at 7:45 p.m. PASSED UNANIMOUSLY.

Motion by McConaghy, seconded by Koester, regarding Fence Public Hearing: Jay Pilotto, 1201 Fairholme, who is requesting to retain an already installed solid fence along the south property line at 1221 Fairholme, that the City Council table this fence variance to allow time for the Building Official to discuss possible options until April 1, 2021.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

Motion by Gafa, seconded by Granger, regarding **Budget Amendment – I. T. Technician**, that the City Council re-affirm hiring of this position and approve a budget amendment in the FY 2020/21 budget in the amount of \$52,738.00 to fund the I.T. Technician position, funds to be taken from Account No. 101-000-699.000 into:

|                                      |             |
|--------------------------------------|-------------|
| Salaries and Wages/101-855-702.000   | \$30,000.00 |
| Social Security/101-855-715.000      | \$2,295.00  |
| Retiree health Care/101-855-717.000  | \$900.00    |
| Retirement/101-855-722.000           | \$8,112.50  |
| Supplemental Annuity/101-855-723.000 | \$3,365.50  |
| Health Savings Acct/101-855-718.000  | \$1,000.00  |
| Hosp. Dental Vision/101-860-719.000  | \$6,484.50  |
| Life and LTD Ins/101-860-720.000     | \$205.50    |
| Workers' Comp/101-860-721.000        | \$375.00    |

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

Motion by McConaghy, seconded by Gafa, regarding **Monthly Financial Report – November 2020**, that the City Council refer this report to the Finance Committee.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

Motion by Gafa, seconded by McConaghy, regarding **Supplemental Agreement: Military Leave Second Extension – Brian Conigliaro**, that the City Council approve the second extension to the Supplemental Agreement for Brian Conigliaro, and authorize the City Administrator to sign the Agreement.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

Motion by Granger, seconded by McConaghy, regarding **Ordinance – First Reading: An Ordinance To Amend Chapter 8 buildings and Building Regulations, Article XVI Emergency Electrical Generators, To Modify Sec 8-463 Permanent Location, To Allow Side Yard Placement Based on Certain Requirements**, that the City Council concur with the amendment of this ordinance, to set a date of January 4, 2021, for a second reading and final adoption, and to authorize the Clerk to publish same by title in the Grosse Pointe News.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

Motion by McConaghy, seconded by Gafa, regarding **Claims/Accounts**, that the City Council approve payment of Items 10A – 10J as listed on the Council agenda and as identified in the pink sheet in the respective amounts and accounts listed, as amended:

|    |  |
|----|--|
| A. | <p>2020 Concrete Pavement and Parking Repair Program</p> <p>1. L. Anthony Construction Pay Estimate No. 3 11/29/20 - \$180,450.58;<br/>Account Nos:</p> <p>a. 202-451-974.200 - \$34,285.61;<br/>b. 203-451-974.200 - \$21,654.07;<br/>c. 585-561-977.000 - \$90,225.29;<br/>d. 592-537-975.400 - \$34,285.61.</p> |
| B. | <p>2019 Sewer Open Cut Repair Program</p> <p>1. Fontana Construction Pay Estimate No. 6 11/29/20 – \$9,450.40;<br/>Account No. 592-537-976.002.</p>  |
| C. | <p>Bournemouth Water Main Replacement</p> <p>1. Fontana Construction Pay Estimate No. 4 11/29/20 - \$54,217.65;<br/>Account No. 592-537-977.300.</p>   |
| D. | <p>City Engineer – Anderson, Eckstein &amp; Westrick</p> <p>1. Engineering Plan Review/Public Utility/Row Inspection Invoice No. 0128650 11/17/20 - \$480.20; Account No. 101-000-285.525.</p>   |
| E. | <p>Auditing Services</p> <p>1. Plante Moran Final Invoice No. 1928851 11/30/20 - \$10,795.00; 9 various account numbers ending in 818.000 as identified.</p>   |
| F. | <p>FOIA Attorney</p> <p>1. McGraw Morris P.C. Statement No. 7377 12/04/20 - \$927.50 \$577.50; Account No. 101-210-801.000.</p>  |
| G. | <p>Professional Services</p> <p>1. Hallahan &amp; Assoc. P.C. Invoice No. 17914 11/1-11/30/20 - \$100.28;<br/>Account No. 101-210-801.300.</p>   |
| H. | <p>Professional Services</p> <p>1. Rosati, Schultz, Joppich &amp; Amtsbuechler P.C. Invoice No. 1074839 12/09/20 - \$2,325.00; Account No. 101-201-801.300.</p>  |
| I. | <p>Labor Attorney</p> <p>1. Keller Thoma Invoice No. 119615 12/01/20 - \$3,088.75; Account No. 101-210-810.000.</p>  |
| J. | <p>City Attorney</p> <p>1. Charles T. Berschback November Billing 11/30/20 – \$11,082.50;<br/>Account Nos:</p> <p>a. 101-210-801.000 - \$8,641.25;<br/>b. 101-210-801.100 - \$2,441.25.</p>  |

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy  
No: None  
Absent: McMullen, Novitke

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

- The City Attorney stated that the City Administrator, Director of Public Services, and he met with the new City Attorneys to tour the City and discuss their transition effective January 1, 2021.
- Council Member McConaghy stated he requested, and received, a legal opinion from Labor Attorney, Tom Fleury, regarding giving authority over Appointed Officials to the City Administrator. He restated this item is to be addressed at a Committee-of-the-Whole meeting in January. Upon a request from the Chair, the City Clerk stated this matter has been noted in multiple meeting minutes recently, added to the Committee-of-the-Whole list, and that the Mayor has not yet scheduled a meeting in 2021.

The following individuals were heard under Public Comment:

- Bill Meredith introduced himself as the Grosse Pointe Board of Realtors' liaison for the City of Grosse Pointe Woods.

Motion by Granger, seconded by Gafa, to adjourn tonight's meeting at 8:09 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

---

Lisa Kay Hathaway  
City Clerk

---

Arthur W. Bryant  
Mayor Pro-Tem



TO: Mayor Novitke and City Council

FROM: Frank Schulte, Director of Public Services

DATE: December 26, 2020

SUBJECT: Recommendation – Lake Front Park Pool Pipe Replacement

Shortly after the pool was opened last July, an unforeseen issue arose. Rusty metal flakes were discovered in the main pool. The lifeguards quickly vacuumed the metal flakes and stayed vigilant all summer to the issue. These rusty flakes continued to be found throughout the summer. Unfortunately, the only way to investigate the cause of this issue would have been to close the main pool and drain the water. It was determined that it was not a safety issue and could wait.

Once the pool closed, the Department of Public Works televised the filtration pipes to see what the cause of the issue was. The pipes outside the filtration room underneath the pool deck are polyvinyl chloride (PVC), and are free of debris and in good shape. It was discovered the pipes that are inside the filter room are cast iron and are holding rust debris. These pipes range in size from four to 16 inches in diameter. (See attached photo of main pool pipe.)

Three quotes were received to install new PVC pipes inside the filter room. The new PVC piping would eliminate the problem and will not corrode from the harsh chemicals.

|                            |              |
|----------------------------|--------------|
| Fontana Construction, Inc. | \$50,000.00  |
| Aquatic Source             | \$88,574.00  |
| B&B Pools                  | \$146,000.00 |

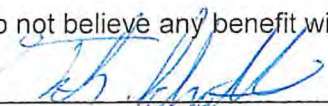
Fontana Construction has done multiple water main projects for Grosse Pointe Woods and are qualified for this work. This work is imperative to keep additional rust from entering the pool and possibly damaging the liner.

As mentioned above, the pool will need to be emptied to perform this work, which cannot be done at this time of year. It was discovered that a solution to this issue would be to plug the pool drains. A quote was received from Ballard Marine Construction in the amount of \$4,985.00 to plug the 13 drains in the main pool. Ballard Marine Construction worked on the Milk River Project and are qualified for this work.

I recommend the new PVC pipes inside the filter room to be installed by Fontana Construction, Inc., 6340 Sims Drive, Sterling Heights, MI 48313 in the amount of \$50,000.00. I recommend the 13 main pool drains be plugged by Ballard Marine Construction, 2395 American Dr., Neenah, WI 54956 in the amount of \$4,985.00. I further recommend a construction contingency in the amount not to exceed \$10,000.00 for any unforeseen problems should they arise. The total project will not exceed \$64,985.00.

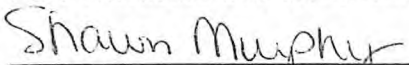
This is not a budgeted item included in 2020/2021 fiscal year budget. A budget amendment and transfer is required from the General Fund Balance account no. 101-000-699.000 in the amount of \$64,985.00 into the Municipal Improvement Park and Recreation account no. 401-902-977.104.

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

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

12-29-20  
 \_\_\_\_\_  
 Date

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

  
 \_\_\_\_\_  
 Shawn Murphy, Treasurer/Comptroller

12-29-2020  
 \_\_\_\_\_  
 Date







**FONTANA CONSTRUCTION, INC.**  
6340 Sims Dr.  
Sterling Heights, MI 48313  
810-560-9377

December 28, 2020

Frank Schulte, GPW

Re: Proposal for Pool House

1. Replace all existing cast iron pipe with SCH 80 PVC pipe
2. Valves
3. Piping from pool heaters
4. Drain for pool tanks
5. Labor and Material, Removal and Installation
6. Not to exceed \$50,000

Thank you,

Frank Giannetti



**BALLARD**  
**MARINE CONSTRUCTION**

A Proposal Prepared For:

## Grosse Pointe Woods Pool Plugs

Bid Date: 11/2/2020

Prepared By:  
Ballard Marine Construction  
George Brower, Estimator  
George.Brower@ballardmc.com  
866.782.6750

**CONFIDENTIALITY NOTE**

The information contained in this document is legally privileged, confidential and intended only for the use of the individual and/or entity named above. This document may not be copied, duplicated, transferred or forwarded to anybody but the recipient. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this document is strictly prohibited. If you have received this document in error, please notify us by telephone and destroy the original document.



727 S 27<sup>th</sup> Street Washougal, WA 98671  
866.782.6750 | [www.ballardmc.com](http://www.ballardmc.com)

---

November 2, 2020

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

RE: Grosse Pointe Woods Pool Plugs

Mr. Frank Schulte,

Ballard Marine Construction (Ballard) appreciates the opportunity to submit our proposal for the Grosse Pointe Woods Pool Plugs as per your requested scope of work. Ballard personnel will comply with all local, state and federal rules and regulations pertaining to commercial diving.

Ballard looks forward to working with you on this project. Should additional information be required, or if I may be of further assistance, please do not hesitate to contact me.

Respectfully Submitted,

George Brower, Estimator  
Ballard Marine Construction  
Mobile: 360.844.0560

**PROJECT OVERVIEW**

Ballard Marine Construction (Ballard) will provide a crew and marine equipment to perform the plug installation. This project is quoted as day rates.

Client: City of Grosse Pointe Woods

Start Date: TBD

Location: Lake Front Park

Duration (est.): 1 Day





## PROJECT PRICING SUMMARY

| Ballard Marine Construction Pricing Summary |   |            |       |            |
|---|---|------------|-------|------------|
| Item  | Description                               | Unit Cost  | Units | Total      |
| 1   | 3 Man Dive Team (8 HR Day)                | \$4,050.00 | DAY   | \$4,050.00 |
| 2   | Furnish Drain Plugs                       | \$70.00    | EA    | \$980.00   |
| 3   | 3 Man Dive Team (Overtime) (If Necessary) | \$510.00   | HR    | \$0.00     |
|   | Total Estimate:                           |            |       | \$4,985.00 |

\*Pricing includes Ballard purchasing drain plugs

### Notes applicable to Pricing Summary

- Working Day Rate – Working Day Rate is charged at all times the crew is on the project site. Working Day Rate is based on the assumption that all work will occur between 0700 – 1700, Monday through Friday. Day rate is based on a 3 person dive team with clear access to the dive site.

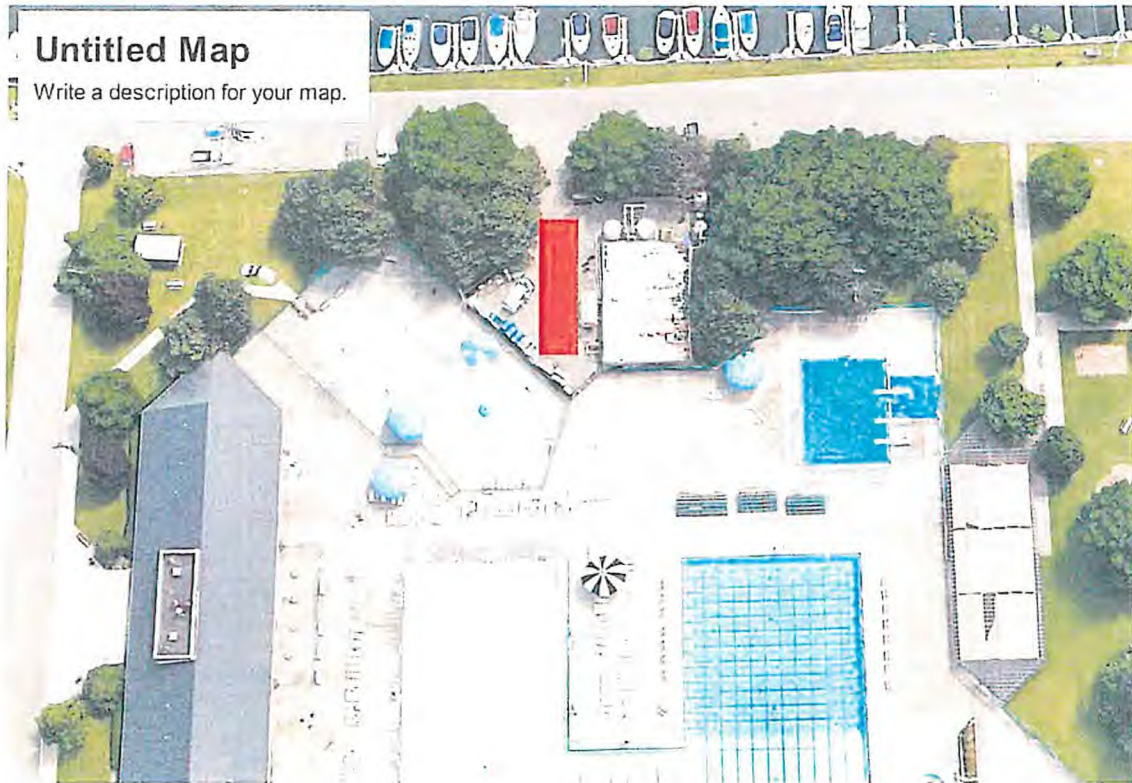
### EQUIPMENT

- Standard Shallow Dive Package

### PROJECT SPECIFIC NOTES, CLARIFICATIONS AND EXCLUSIONS

1. Proposal includes Ballard supplying required plugs..
2. Pricing excludes any sealant required to be installed with he plugs. Should sealant be required, the cost of purchase will be billed at cost plus 15%.
3. This proposal excludes the handling, removal and/or disposal of any debris.
4. Ballard has not included any dewatering in this pricing.
5. Proposal excludes sanitizing of dive suits or equipment. Should this be required, the costs associated will be charged at cost plus 15%.

6. Pricing assumes that Ballard will have clear access to position the dive trailer as close as necessary to perform work safely as shown below.



## GENERAL NOTES, CLARIFICATIONS AND EXCLUSIONS

The following shall be made part of the contract and supersede any provisions thereof.

1. This proposal is contingent upon the parties reaching mutually agreeable terms and conditions under a formal written agreement.
2. Ballard and Client acknowledge this proposal is submitted in response to an RFP or other request (i.e., schedule of rates) from Client and is based on the assumptions and quantities specified therein. Ballard and Client also acknowledge that changes to the assumptions and/or fluctuations in the quantities may affect costs associated with providing the services contemplated under this proposal.
3. This proposal excludes any and all testing that may be required.
4. This proposal is contingent upon availability of personnel and equipment. Supply of equipment and associated rates provided are subject to availability.



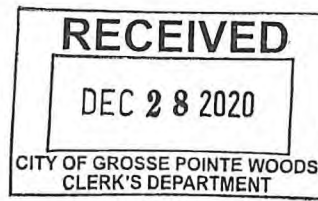
5. Ballard dive teams are OSHA compliant and adhere strictly to ADCI regulations and guidelines. OSHA requires a minimum of a three (3) man properly trained dive team on each commercial diving project. Ballard requires its commercial divers to be graduates from an ADCI accredited dive school. Depending on site conditions, depth of water, additional equipment, on site, etc., Ballard reserves the right to add more personnel (at the Client's expense) to safely perform the requested project.
6. Ballard will not absorb any weather downtime incurred, nor will it be responsible for any resulting costs.
7. Additional Client requested services, equipment or tooling (when available) will be charged at cost plus fifteen percent (15%).
8. Client will be responsible for the mobilization of any other equipment required for the project, or such expenses can be billed at cost plus fifteen percent (15%).
9. Any permits required for the Project or performance of the services are the responsibility of Client. In addition, Client will be responsible for any customs, import/export fees, foreign tax, duties, work permits, tariffs or any other related fees associated to the Project. Client shall indemnify and hold harmless Ballard from any and all costs, including but not limited to penalties and fines, incurred as a result of Client's failure to obtain said customs, import/export fees, foreign tax, duties, tariffs or any other related fees.
10. Ballard pricing excludes the cost of obtaining performance or payment bonds. If requested by Client, said bonds shall be furnished at cost plus fifteen percent (15%).
11. Client is to provide sufficient access to and from the project site.
12. Ballard's supervisor/superintendent will have the ultimate decision-making authority concerning safe working conditions.
13. Ballard has sole discretion to evaluate on site weather conditions and determine whether or not work will be conducted/continue. These weather conditions may include snow, ice, lightning, high winds/surf, extreme heat or cold, poor visibility caused by fog, snow, heavy rain, etc.
14. Any deviation in site conditions, scope of services, and/or deliverables specified herein will be considered a change and subject to negotiation and agreement in writing prior to commencement of such work. Notwithstanding the foregoing, Ballard may take immediate action to prevent the loss of life, limb, to prevent undue suffering, or to prevent further property or environmental damage as necessary without prior written authorization from Client. Any action so taken will be documented and an appropriate change order issued as soon as reasonably practical thereafter.

15. Unless specifically stated otherwise, this proposal does not include any environmental controls.
16. This proposal does not cover any expenses related to decontamination of equipment or reclamation of property contacted by contaminated materials at the work site during the project. Any diving equipment or support equipment contaminated by radio nuclides, damaged or destroyed by hydrocarbons, solvents, chemicals and/or other environmental conditions will be replaced at cost plus fifteen percent (15%) daily rental for the entire period.
17. Spoils, debris and trash disposal are NOT included in this proposal and are the responsibility of others. Damaged equipment will then become the property of the Client.
18. All pricing is quoted and to be paid in U.S. Dollars.
19. This estimate is good for 30 days.

*The terms and pricing of this proposal and any subsequent contract assume no impact from an infectious disease outbreak, particularly the COVID-19 pandemic, whether directly or indirectly. Ballard Marine Construction's ability to comply with any schedule requirement contemplated by this proposal is directly contingent on a lack of impact by an infectious disease outbreak. Such impacts could include, but are not limited to: 1) any government or other public authority decision causing delay or impact; 2) any cost increase or lack of availability of personnel, materials, equipment and any other resources necessary for the performance of the work related to the proposal; or 3) any additional costs incurred to disinfect areas of the project site due to COVID-19 contamination or potential contamination. Ballard Marine Construction reserves its right to seek an extension of time and additional compensation if it or its subcontractors or suppliers are unable to maintain planned crew sizes due to an infectious disease outbreak, supply shortages or governmental restraints on business, travel or assembly or otherwise meet schedule requirements.*



LB



Dear Council Members and Mayor,

My name is Paul Summers, I reside at 714 Woods Lane in Grosse Pointe Woods. I am serving as the Grosse Pointe Woods-Shores Little League President for the 2021 season. I am writing to ask for your consideration and support in a new fundraising effort that involves selling of banner advertisement on the baseball fields at Ghesquire Park.

Currently, we have a GoFundMe initiative to raise funds to improve the fields for safety, aesthetics and comfort of the players and families in and outside of the community that come to watch our boys and girls play. The League has been limited in our ability to raise capital and raise it quickly. We understand that our city is also limited in the support that can be offered. We are faced with our ballparks in need of repair with infrastructure problems that will make these fields unusable in the near future. **Our first priority needs to be the safety of our players.**

This campaign, with the support of city council and local business, can generate the funds necessary to address the needs of the league, city, and community. The plan is to sell advertising banners to local business and families. These banners would be posted along the outfield fence-line with advertising facing inward, green fence colored backing facing out.

The banners are approximately 3' x 9', will be level and installed by the board to ensure a uniform look. The banners will be installed at the end of March each year and removed at the end of each playoff season in July / August. We have canvassed local business and have about 40 individuals ready to sign on for the program. We believe 120 participants is very attainable.

Our financial assessment of the opportunity looks like the following:

120 banners x \$500/year = \$60,000 revenue. This is the maximum number of banners we believe we could have over the 4 main Little League fields at Ghesquire. These banners cost around \$100.00 each so assuming full sponsorship participation we would yield \$48,000 in year 1. Subsequent years and returning sponsorships would generate up to \$60,000 for continued park improvements.

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 and political statements or political candidates to the list of avoidable topics.



The areas that we have targeted are as follows:

Completely remove the grass infield to regrade field and pitching mounds then re-seed. Over the years, the fields has become more dangerous due to rain, general public playing on the fields, riding bikes on the fields, and many other activities that have created low and high points where the ball in play becomes unpredictable.



We would like to address the issue of standing water in the outfields and in the dug-out areas for fields.







We have been in contact with Grosse Point Public Works on the drainage lines already established in the outfields. We have inquired as to their maintenance schedule and believe them to be in need of a significant cleaning out. We would also like to till the dirt and bring in material for the dugouts and bullpen areas to eliminate puddling areas.

Fencing around fields.



We are proposing to repair the fence line around the fields where possible and replace as needed. We would look to repair or replace the gating around the fields to make them operable.

Bleachers for fields.







The bleachers on all the fields have become broken down. Caution tape was placed where boards were broken, damaged or completely removed. We would also be interested in upgrading the base of the bleachers to eliminate the flooding and unsafe conditions around the area when it rains.

The support of allowing banners on the fields will help us generate the funds we need to continue our mission of providing a great baseball and softball experience for the community. Our surrounding communities within the Grosse Pointes along with St Clair Shores have been able to refresh their Little League fields and are impressive. Our families have become envious and have asked why we have not been able to keep up. I'd be happy to go with you to these fields and show you what they have done with public and private support.

The current Little League calendar has Grosse Pointe Woods Shores Little League hosting the 10u baseball district championships in 2021 where teams from Macomb Township, Harrison Township, Clinton Township, Fraser, St Clair Shores, and our neighbors in the surrounding Grosse Pointe communities will come to watch their teams play. We have also been asked to host the girl's 12u softball State Championships in 2022 where all the district champions will come from around the state to compete.

In 2020, the construction of the concession stand, league storage rooms, and public restroom were completed. Fencing for the backstop at field #1 had to be replaced as part of the project. This project in total was a \$140,000 improvement to the park. These funds were raised through grants and fundraising efforts over several years.

We have very good lines of communication with the city parks and rec along with the public works team. We are willing to operate within their requirements on the action items I've discussed. Woods-Shores Little League board of directors is eager to develop a plan and execute as quickly as possible the opportunity to display banners on the ballfields and improve the ballfields.

I am eager to meet in person at the park, by phone or virtual as you feel comfortable. I can be reached by email @ [p\\_d\\_summers@yahoo.com](mailto:p_d_summers@yahoo.com) or by phone directly @ 248.709.7716. Thank you for your consideration and I look forward to our committee hearing soon.

Paul Summers

Grosse Pointe Woods-Shores President



cow  
4/14/15

XFINITY Connect

mayornovitke@comcast.net

Font Size

Fwd: Little league

From : Vicki Granger <grangergpw@aol.com>

Wed, Apr 08, 2015 07:45 PM

Subject : Fwd: Little league

To : Novitke Bob <mayornovitke@comcast.net>

Sent from my iPhone

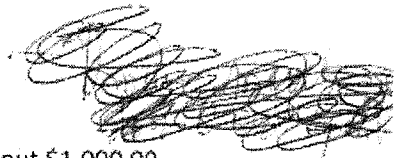
Begin forwarded message:

From: Bill Babcock <bbabcock@AquaticSource.com>

Date: April 6, 2015 at 3:10:58 PM GMT+2

To: "grangergpw@aol.com" <grangergpw@aol.com>

Subject: Little league



Vickie, sorry I didn't get this to you yesterday. We in LL are looking to raise about \$1,000.00 by placing a sign roughly 2 feet by 3 feet on each of the 4 backstops at ghesquiere park. The signs will be up for the season only, and hopefully renewed again on a yearly basis. The money raised will go into our operating funds for little league. Our little league spends roughly \$18,000.00 every fall just on field repair so that the infields are ready to go for the following season. Our board is in a fundraising mode right now as we try to raise funds to improve our fields to keep them safe for the children to play on and to keep up the reputation as one the best Little league parks around. Please discus this matter with your colleagues and let me know what you all think about this fund raising opportunity.

*Bill Babcock*

*Grosse Pointe Woods/Shores Little League.*

Discussion ensued regarding **Little League Signs** in Ghesquiere Park. Member Granger distributed an email dated April 8, 2015, that she received from Bill Babcock, and provided an overview regarding Little League's proposal to install signage at Ghesquiere Park on a seasonal basis. This is not a permanent signage request, but rather for Little League fundraising purposes. Following discussion, there was Committee consensus to ask the City Attorney to review the legalities of this request. This item is to remain on the Committee-of-the-Whole.

- The City Attorney discussed signage in Ghesquiere Park specifically requested by Little League. He confirmed that signage is proper and allowable per ordinance, and that the Director of Public Services may approve signage, which is renewable annually. Little League can retain sponsorship funds. This request is for four signs. There was a majority consensus of the Committee to approve this request.

7A

**CHARLES T. BERSCHBACK**

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400

FAX (586) 777-0430

blbwlaw@yahoo.com

December 17, 2020

The Honorable Mayor and City Council  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

RE: WOW Franchise Renewal Agreement

Dear Mayor and Council:

WOW originally received a ten year franchise on November 3, 2010. They are requesting a renewal of the Uniform Video Service Local Franchise Agreement for an additional ten years. These agreements are standardized by MCL 484.3301. Mike Watza advises that essentially, "the City actually is obligated to approve the franchise generally as it cannot limit competitive providers". I would also note that this does tend to foster market choices for our residents.

As with the other carriers (AT&T / Comcast), PEG services and fees were cancelled pursuant to a notice sent to WOW by my office on March 5, 2020. I have requested updated information regarding those PEG fees from WOW in a separate email.

It would be the prerogative of the Council to approve the Uniform Video Service Local Franchise Agreement with Wide Open West Michigan, LLC providing for a 5% franchise fee and a 0% PEG fee, and authorize the Mayor to sign all necessary documents to finalize the agreement.

Very truly yours,



CHARLES T. BERSCHBACK

CTB:gmr

cc: Bruce Smith  
Lisa K. Hathaway  
Shawn Murphy  
Lisa Anderson

**CHARLES T. BERSCHBACK**

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400

FAX (586) 777-0430

[blbwlaw@yahoo.com](mailto:blbwlaw@yahoo.com)

December 16, 2020

**SENT VIA EMAIL ONLY**

**[terrell.priester@wowinc.com](mailto:terrell.priester@wowinc.com)**

Terrell Priester  
WOW!

RE: Franchise Agreement Renewal / Grosse Pointe Woods

Dear Mr. Priester:

Your letter dated December 9, 2020 addressed to Mayor Robert Novitke has been referred to me for a response as City Attorney. For administrative purposes, please reply to this letter to the following contacts:

Bruce Smith, City Administrator – [bsmith@gpwmi.us](mailto:bsmith@gpwmi.us)

Lisa K. Hathaway, City Clerk – [lhathaway@gpwmi.us](mailto:lhathaway@gpwmi.us)

Lisa A. Anderson, City Attorney (effective 1-1-21) – [landerson@rsjalaw.com](mailto:landerson@rsjalaw.com)

Before the end of December, I will continue to process this request as summarized in your December 9, 2020 letter and submit a summary to the Mayor and Council for review. However, before submitting this to the Council for final approval, I would ask you to follow up on requests that I made relating to our Notice to Cancellation of PEG Services dated March 5, 2020 addressed to Mark Dineen. I will indicate on this renewal request, PEG fees are set at 0%. The City would like updated information as follows:

- The effective date of cancellation of PEG fees in response to my March 5, 2020 letter.
- Based on administration on your end, the extent to which fees were continued to be collected after March 5, 2020 and whether those fees were submitted to the City or to the Grosse Pointe War Memorial in conjunction with a separate agreement which was signed in 2010.
- The extent to which PEG fees collected after March 5, 2020 have been credited back to subscribers.

Thank you.

Very truly yours,



CHARLES T. BERSCHBACK

CTB:gmr

Enclosures

cc: Bruce Smith  
Lisa K. Hathaway  
Lisa A. Anderson



RECEIVED

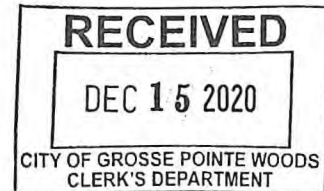
DEC 14 2020

chip

32650 North Avis Dr.  
Madison Heights, MI 48071

December 09, 2020

Robert Novitke  
Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236



Dear Mr. Novitke,

The Cable Communications System Franchise Agreement between Grosse Pointe Woods and WideOpenWest Michigan, LLC, dated November 3, 2010 has expired. Please find enclosed two copies of Michigan's *Uniform Video Service Local Franchise Agreement* for Grosse Pointe Woods. Both copies are signed by Terrell Priester, WOW's Senior Director of Operations. The first two pages are the instruction sheets from the Michigan Public Service Commission's website.

I have listed the section of the Agreement that requires the Board's action and affixed a "sign here" tab at each section.

Section VI. Fees, A., ii asks the City to enter a franchise fee from 0% to 5%. The Cities current franchise fee is 5%. This amount is the percentage of the customer's bill (residing in the township) that is added to the customer's bill each month in the form of a franchise fee. WOW! collects these fees on behalf of the City and will begin sending these checks to the City quarterly.

Section VIII. PEG Fees (Public, Education & Governmental access fees), 1, 2 and 3, is not applicable. You can either leave them blank or enter zeros (0).

Page 9 of the Agreement and page 2 of Attachment 1 are signature pages. On page 9, *Date submitted* is the date you received the Agreement from WOW! and *Date completed and approved* is the date of the Board's action.

Please keep one copy of the Franchise agreements as the Cities original. Then send one of the completed Agreements to my attention in the enclosed envelope as soon as it's complete. Please let me know if I can be of assistance. My direct phone in Madison Heights is 248-677-9080.

Regards,

Terrell Priester  
[terrell.priester@wowinc.com](mailto:terrell.priester@wowinc.com)  
Phone (248) 677-9080

## INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

### **The forms shall meet the following requirements:**

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "**Attachment 2 - Uniform Video Service Local Franchise Agreement**" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.
  1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]  
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

- Responses to all questions must be provided and must be amended appropriately when changes occur.
- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission  
Attn: Video Franchising  
6545 Mercantile Way  
P.O. Box 30221  
Lansing, MI 48909

Fax: (517) 241-2400

Questions should be directed to the Service Quality Division, Michigan Public Service Commission at (517) 2416100.



## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Grosse Pointe Woods, a Michigan municipal corporation (the "Franchising Entity"), and WideOpenWest Michigan, LLC, a Delaware corporation doing business as WOW Internet Cable Phone.

### I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "QVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

#### IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising

Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

## VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of \_\_\_\_\_% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.

- ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.
  - iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the

Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.

- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.
- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

## VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount \_\_\_\_\_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is \_\_\_\_\_% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the

audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.

- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.



## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
"[[insert PROVIDER'S NAME]  
[CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

**XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

*If to the Provider:*  
(must provide street address)

City of Grosse Pointe Woods:

City of Grosse Pointe Woods  
 \_\_\_\_\_  
 20025 Mack Plaza  
 \_\_\_\_\_  
 Grosse Pointe Woods, MI 48236  
 \_\_\_\_\_  
 Attn: Robert Novitke, Mayor  
 \_\_\_\_\_  
 Fax No.: \_\_\_\_\_  
 \_\_\_\_\_

WideOpenWest Michigan, LLC  
 \_\_\_\_\_  
 32650 North Avis Dr.  
 \_\_\_\_\_  
 Madison Heights, MI 48071  
 \_\_\_\_\_  
 Attn: Terrell Priester  
 \_\_\_\_\_  
 Fax No.: 248-677-9021  
 \_\_\_\_\_

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

**XVI. Miscellaneous**

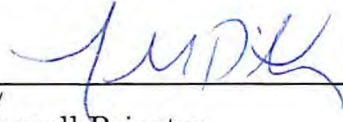
- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**City of Grosse Pointe Woods, a Michigan  
Municipal Corporation**

By  
**Robert Novitke**  
Print Name  
**Mayor**  
Title  
**20025 Mack Plaza**  
Address  
**Grosse Pointe Woods, MI 48236**  
City, State, Zip  
**586-899-2082**  
Phone  
**mayornovitke@comcast.net**  
Fax  
Email

**WideOpenWest Michigan, LLC, a Delaware  
corporation doing business as WOW! Cable  
Internet Phone**

  
By  
**Terrell Priester**  
Print Name  
**Senior Director of Operations**  
Title  
**32650 North Avis Dr.**  
Address  
**Madison Heights, MI 48071**  
City, State, Zip  
**248-677-9080**  
Phone  
**248-677-9021**  
Phone  
**terrell.priester@wowinc.com**  
Fax  
Email

**FRANCHISE AGREEMENT** *(Franchising Entity to Complete)*

|                              |
|------------------------------|
| Date submitted:              |
| Date completed and approved: |

**ATTACHMENT 1**

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT  
(Pursuant To 2006 Public Act 480)  
(Form must be typed)**

|  |           |                     |
|--|-----------|---------------------|
| Date: December 20, 2020  |           |                     |
| Applicant's Name: WideOpenWest Michigan, LLC d/b/a WOW! Internet Cable Phone |           |                     |
| Address 1: 32650 North Avis Dr.  |           |                     |
| Address 2:   |           | Phone: 248-677-9080 |
| City: Madison Heights  | State: MI | Zip: 48071          |
| Federal I.D. No. (FEIN): 04-3561701  |           |                     |

**Company executive officers:**

|   |
|---|
| Name(s): Teresa Elder, Henry Hryckiewicz, Shannon Campain, Don Schena, Bill Case, David Burnick & John Rego |
| Title(s): CEO, CTO, CCO, CXO, CIO, CHRO & CFO   |

**Person(s) authorized to represent the company before the Franchising Entity and the Commission:**

|  |                   |                                    |
|--|-------------------|------------------------------------|
| Name: Terrell Priester                                   |                   |                                    |
| Title: Senior Director of Operations                     |                   |                                    |
| Address: 32650 North Avis Dr.; Madison Heights, MI 48071 |                   |                                    |
| Phone: 248-677-9080                                      | Fax: 248-677-9021 | Email: terrell.priester@wowinc.com |

**Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

Refer to the set of area system prints provided in this package.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

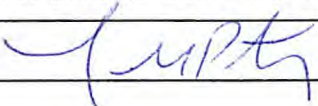
**Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).**

Date:

**For All Applications:**

**Verification  
(Provider)**

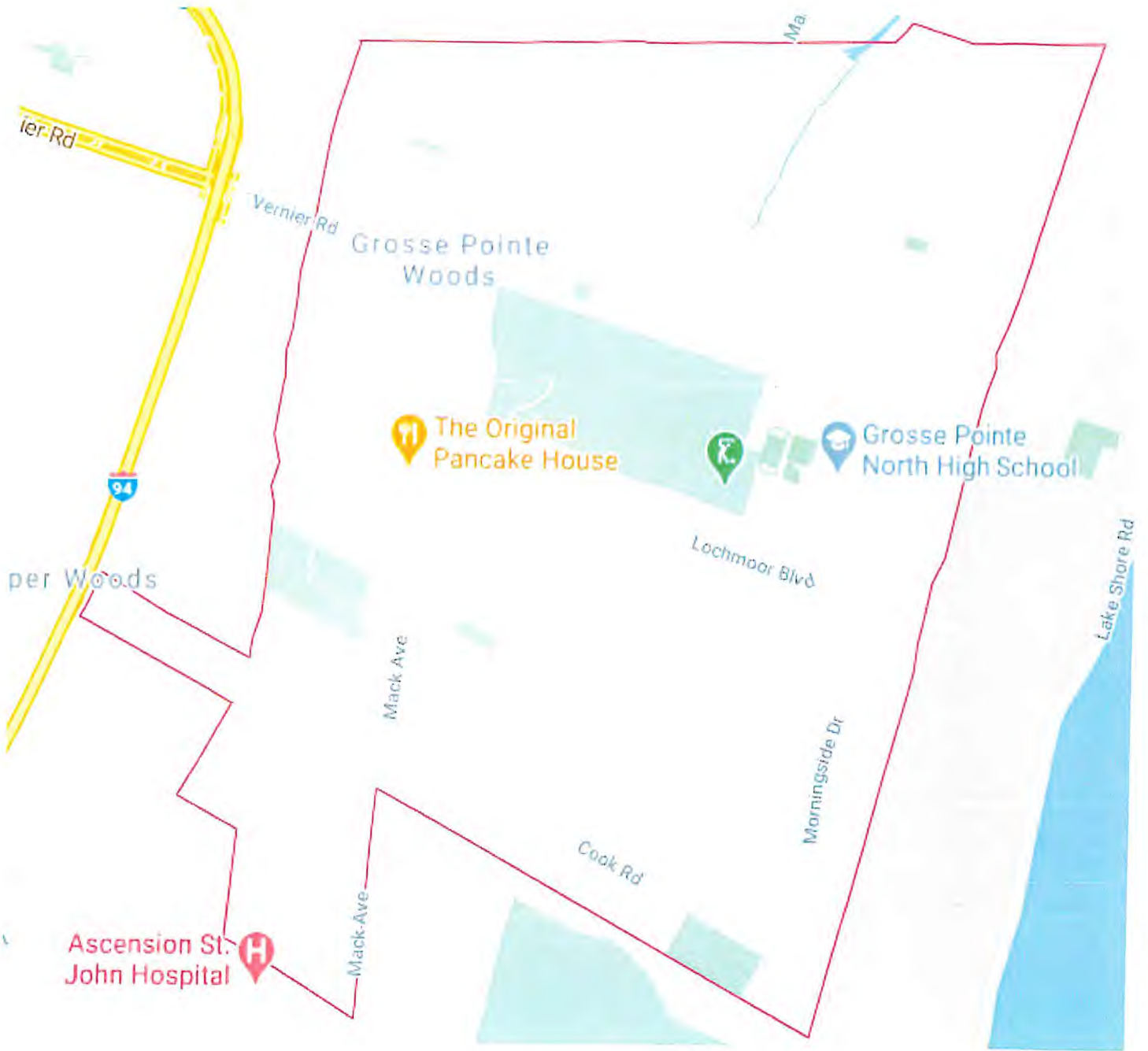
I, Terrell Priester, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

|  |                  |
|--|------------------|
| Name and Title (printed): Terrell Priester, Senior Director of Operations                      |                  |
| Signature:  | Date: 12/09/2020 |

**(Franchising Entity)**

**City of Grosse Pointe Woods, a Michigan municipal corporation**

By \_\_\_\_\_  
Robert Novitke  
Print Name  
Supervisor  
Title  
20025 Mack Plaza  
Address  
Grosse Pointe Woods, MI 48236  
City, State, Zip  
586-899-2082  
Phone  
\_\_\_\_\_  
Fax  
mayornovitke@comcast.net  
Email  
\_\_\_\_\_  
Date





CITY OF GROSSE POINTE WOODS

Office of the City Clerk

8A

Memorandum

---

**DATE:** December 21, 2020  
**TO:** Mayor and City Council  
**FROM:** Lisa Hathaway, City Clerk *LH*  
**SUBJECT:** 2021 Special Events Special License Resolution

City events have been scheduled for Music on the Lawn (June 25, July 30, and August 27, 2021) and Fall Fest (September 18, 2021), at which beer and wine are served. The Michigan Liquor Control Commission requires an adopted Resolution recommending/not recommending the application be issued. Additional requirements include the approval of the Department of Public Safety, approval of a church or school within 500' of City Hall, a fee be paid to the State in the amount of \$50.00 per event, and a fee be paid to Stevenson in the amount of \$50.00 per event for the issuance of Bonds. Upon Council approval, signatures will be obtained from Public Safety and Reverend Edward Dunn, Grosse Pointe Presbyterian Church, and bonds will be ordered.

Therefore, it would be the prerogative of the City Council to adopt the Resolution recommending the application be submitted for four Special Event Licenses serving beer and wine for the City's 2021 events, authorize the Mayor and City Clerk to sign said application, authorize payment in the amount of \$200.00 to the MLCC for the Special License application fee, authorize the City Clerk to obtain appropriate Bonds, and authorize payment in the amount of \$200.00 to Stevenson Co. for the Bonds, for a total amount of \$400.00 for said application fees, funds to be taken from Community Events Account No. 205-870-820.130.





Michigan Department of Licensing and Regulatory Affairs  
 Liquor Control Commission (MLCC)  
 Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
 Mailing Address: P.O. Box 30005, Lansing, MI 48909  
 Toll-Free: 866-813-0011 - [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Business ID: 161089  
 Request ID: \_\_\_\_\_  
 (For MLCC Use Only)

### Special License Application

**A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.**

#### Part 1 - Applicant Organization Information

|  |                     |                                    |
|--|---------------------|------------------------------------|
| Applicant organization name: City of Grosse Pointe Woods   |                     |                                    |
| Applicant address: 20025 Mack Plaza  |                     |                                    |
| City: Grosse Pointe Woods  |                     | Zip Code: 48236                    |
| Contact name: Bruce Smith  | Phone: 313-343-2450 | Email: bsmith@gpwmi.us             |
| Alternate contact name: Lisa Hathaway  | Phone: 313-343-2440 | Email: lhathaway@gpwmi.us          |
| 1. Has the applicant organization previously received a Special License? <input checked="" type="radio"/> Yes <input type="radio"/> No<br><small>If No, the applicant organization must submit documentary proof of its non-profit status (e.g. charter, bylaws, IRS tax exemption, Articles of Incorporation, etc.)</small> |                     | <i>Leave Blank - MLCC Use Only</i> |
| 2. Has the applicant organization been established for one (1) year or longer? <input checked="" type="radio"/> Yes <input type="radio"/> No<br><small>Date the applicant organization was established (month/day/year): 12/11/1950</small>  |                     |                                    |
| 3. Is the applicant organization a municipality? <input checked="" type="radio"/> Yes <input type="radio"/> No   |                     |                                    |

#### Part 2 - Event Information - For requests at more than one location, submit separate forms for each location.

|   |               |
|---|---------------|
| Address of event location: Robert E. Novitke Municipal Center, 20025 Mack Plaza   |               |
| City, township, or village where event will be held: Grosse Pointe Woods  | County: Wayne |
| <b>1. Will you submit your completed application at least ten (10) business days before your event?</b><br><i>It is strongly recommended that you submit the application as soon as you know the date of your event(s).</i> <input checked="" type="radio"/> Yes <input type="radio"/> No   |               |
| 2. Do you have permission from the property owner of the location listed above to hold your event(s) on the date(s) listed below (see pages 2-3) at this location? <input checked="" type="radio"/> Yes <input type="radio"/> No  |               |
| 3. Has the local law enforcement agency with primary jurisdiction over the event location approved this application for a Special License? (See Part 5 on Page 5) <input checked="" type="radio"/> Yes <input type="radio"/> No   |               |
| 4. Is the event location within 500 feet of a church or school?<br><small>If Yes, the church or school must consent to the event(s). (See Part 6 on Page 5)</small> <input checked="" type="radio"/> Yes <input type="radio"/> No   |               |
| 5. Is the event location outdoors or partially outdoors? <input checked="" type="radio"/> Yes <input type="radio"/> No<br><small>If Yes, list the exact dimensions of the outdoor area:</small><br><b>Submit a clear diagram of the outdoor service area with your application form.</b><br><div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 5px;">232</div> <span style="margin: 0 5px;">feet X</span> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 5px;">138</div> <span style="margin: 0 5px;">feet =</span> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 5px;">32,016</div> <span style="margin: 0 5px;">square feet</span> </div> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>Width</span> <span>Length</span> </div> <small>Describe type and height of the barrier that will be used to enclose the outdoor area:</small><br>4' vnyl winter fencing |               |
| 6. Describe type of security that will be used for event(s) and how it will be utilized to secure and monitor to prevent sales to minors and visibly intoxicated persons:<br><small>Public Safety Auxiliary will check I.D. and monitor activities. Signage will be posted identifying, "Must be 21 years of age or older to consume alcoholic beverage - Picture I.D. must be shown."</small>  |               |



7. Is the event location situated in or on state owned land, such as a state park or National Guard armory?  Yes  No  
If Yes, attach a copy of your documentary proof of approval to use the state owned land.

8. Is there an existing liquor licensee issued at the event location, such as a Class C or Club license?  Yes  No  
If Yes, the existing licensee must request to place its license in escrow during the event(s). (See Part 7 on Page 5)

9. Will the event(s) involve an auction of donated wine?  Yes  No  
If Yes, please check "Wine Auction" for the applicable event date(s) on pages 2-3. Only donated wine may be auctioned under a Special License; beer and spirits cannot be auctioned. If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.

10. Have you applied for or been issued a Temporary Marihuana Event License from the Marijuana Regulatory Agency (MRA) for the event(s)?  Yes  No

**A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.**

11. The applicant organization may request up to twelve (12) Special Licenses total (one Special License per day) in a calendar year. Please complete the information below **for each individual date** for which you are requesting a Special License at this location. **If you are requesting Special Licenses for consecutive days, completely fill out a separate box for each date.** **If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

|   |              |          |   |  |  |
|---|--------------|----------|---|--|--|
| 1 | Jun 25, 2021 |          | Describe event being held: This is a City community event - "Music on the Lawn"   |  |  |
|   | Date         |          |   |  |  |
|   | 7:00 p.m.    | 10 p.m.  | Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction                 |  |  |
|   | Start Time   | End Time | Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No |  |  |

|   |              |          |   |  |  |
|---|--------------|----------|---|--|--|
| 2 | Jul 30, 2021 |          | Describe event being held: This is a City community event - "Music on the Lawn"   |  |  |
|   | Date         |          |   |  |  |
|   | 7 p.m.       | 10 p.m.  | Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction                 |  |  |
|   | Start Time   | End Time | Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No |  |  |

|   |              |          |   |  |  |
|---|--------------|----------|---|--|--|
| 3 | Aug 27, 2021 |          | Describe event being held: This is a City community event - "Music on the Lawn"   |  |  |
|   | Date         |          |   |  |  |
|   | 7 p.m.       | 10 p.m.  | Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction                 |  |  |
|   | Start Time   | End Time | Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No |  |  |

|   |              |          |   |  |  |
|---|--------------|----------|---|--|--|
| 4 | Sep 18, 2021 |          | Describe event being held: This is a City community event - "Fall Fest"   |  |  |
|   | Date         |          |   |  |  |
|   | 5 p.m.       | 9 p.m.   | Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction                 |  |  |
|   | Start Time   | End Time | Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No |  |  |

|   |            |          |  |  |  |
|---|------------|----------|--|--|--|
| 5 |            |          | Describe event being held:   |  |  |
|   | Date       |          |  |  |  |
|   |            |          | Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction                 |  |  |
|   | Start Time | End Time | Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No |  |  |

|   |            |          |  |  |  |
|---|------------|----------|--|--|--|
| 6 |            |          | Describe event being held:   |  |  |
|   | Date       |          |  |  |  |
|   |            |          | Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction                 |  |  |
|   | Start Time | End Time | Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No |  |  |



11. Special license date information Continued from Page 2.

|    |                                   |          |   |  |
|----|-----------------------------------|----------|---|--|
| 7  | Date                              |          | Describe event being held:  |  |
|    | Special License will be used for: |          | <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction  |  |
|    | Start Time                        | End Time | Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No                    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No |  |
| 8  | Date                              |          | Describe event being held:  |  |
|    | Special License will be used for: |          | <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction  |  |
|    | Start Time                        | End Time | Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No                    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No |  |
| 9  | Date                              |          | Describe event being held:  |  |
|    | Special License will be used for: |          | <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction  |  |
|    | Start Time                        | End Time | Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No                    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No |  |
| 10 | Date                              |          | Describe event being held:  |  |
|    | Special License will be used for: |          | <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction  |  |
|    | Start Time                        | End Time | Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No                    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No |  |
| 11 | Date                              |          | Describe event being held:  |  |
|    | Special License will be used for: |          | <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction  |  |
|    | Start Time                        | End Time | Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No                    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No |  |
| 12 | Date                              |          | Describe event being held:  |  |
|    | Special License will be used for: |          | <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction  |  |
|    | Start Time                        | End Time | Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No                    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No |  |

**A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.**

**Part 3 - Special License Fees - Complete the Special License fee calculation on Page 4**

**For Organizations established less than one year or are municipalities** - a \$50.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$7.50 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. **If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

**For Organizations established one year or more** - a \$25.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$3.75 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. **If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

The fees must be paid by check, bank or postal money order, or by credit card, using the attached Credit Card Authorization Form (LCC-300). Checks and money orders should be made payable to **State of Michigan**.



**Part 3 Continued - Special License Fees Calculation**

|   |                 |
|---|-----------------|
| Special License Base Fee:<br><i>(per Special License requested)</i> | \$50.00         |
| x Number of Special Licenses:                                       | 4               |
| = Special License Fees:<br><i>MLCC Fee Code: 4008</i>               | \$200.00        |
| + Sunday Sales Permit (P.M.) Fees:<br><i>MLCC Fee Code: 4032</i>    |                 |
| + Sunday Sales Permit (A.M.) Fee:<br><i>MLCC Fee Code: 4033</i>     |                 |
| <b>= TOTAL FEES DUE:</b>  | <b>\$200.00</b> |

**If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

Make checks payable to:  
**State of Michigan**

*Leave Blank - MLCC Use Only*

**Part 4 - Signatures of Applicant Organization's Officers, Witnesses, and Notary**

Pursuant to administrative rule R 436.575, the president and secretary of the organization making application shall sign the application and the signatures shall be notarized. Political candidates only need to sign the president section and have it notarized.

**By signing below the applicant organization's officers attest that:**

We certify that all profits from the sale of beer, wine and/or spirits or from a wine auction will go to the applicant organization and not to any individual. We further certify that any license issued by the Michigan Liquor Control Commission is a contract subject to suspension or revocation by the Commission, that there shall be no liability on the part of the State of Michigan, the Commission, or any of its officers or employees by reason of such suspension or revocation, and that the granting of the license does not create a vested right.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

We certify that the information contained in this form is true and accurate to the best of our knowledge and belief. We agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. We also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

**A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.**

Robert E. Novitke (Mayor) 313-343-2440

Print Name and Phone Number of President

Signature of President

Date



Print Name of Notary

Signature of Notary

Date



|   |                         |
|---|-------------------------|
| Notary Public, State of Michigan, County of | Acting in the County of |
| My commission expires                       |                         |

Lisa Kay Hathaway (City Clerk) 313-343-2447

Print Name and Phone Number of Secretary

Signature of Secretary

Date



Print Name of Notary

Signature of Notary

Date



|   |                         |
|---|-------------------------|
| Notary Public, State of Michigan, County of | Acting in the County of |
| My commission expires                       |                         |

**Part 5 - Local Law Enforcement Approval\***

The local law enforcement agency with primary jurisdiction over the event location must complete this section.

|   |   |
|---|---|
| Name of law enforcement agency: City of Grosse Pointe Woods Department of Public Safety   |   |
| Name & title of reviewing officer: John Kosanke, Director of Public Safety  |   |
| Phone number of officer: 313-343-2420   | Email of officer: jkosanke@gpwmi.us     |
| If event will be held on a Sunday, is the sale of alcohol from 7:00am to 12:00 Noon on Sunday allowed in this local governmental unit? <input type="radio"/> Yes <input checked="" type="radio"/> No                              |   |
| If the event will be held on a Sunday, is the sale of alcohol after 12:00 Noon on Sunday allowed in this local governmental unit? <input checked="" type="radio"/> Yes <input type="radio"/> No                                   |   |
| <b>I certify that I have reviewed the application of the applicant organization for a Special License and approve the issuance of a Special License by the Michigan Liquor Control Commission at the proposed event location.</b> | _____<br>Signature of Reviewing Officer |
|   | _____<br>Date                           |

**Part 6 - Church/School Consent (If Applicable)\***

If the event location is located within 500 feet of a church or school, the applicant organization must obtain the consent of the church or school. A church or school within 500 feet of the event location may object based on such the sale of alcohol at the location adversely affecting the church or school's operations. If a proper objection is filed, the Commission shall hold a hearing to determine whether the granting of the application will adversely affect the operation of the church or school.

|  |   |
|--|---|
| Name of church or school:  |   |
| Address of church or school:   |   |
| City:  | Zip Code:   |
| Phone number:  | Email:  |
| Name of clergy member or superintendent:   |   |
| <b>I, the authorized representative of the above named church or school, state that the church or school has no objection to the issuance of a Special License to the applicant organization at its proposed event location.</b> | _____<br>Signature of Clergy Member or Superintendent |
|  | _____<br>Date   |

**\*Please note: the Commission has the sole and only right to approve or deny this request for a Special License.**

**Part 7 - Existing On-Premises Licensee Escrow Request (If Applicable)**

If the event location is currently licensed with an on-premises license, the licensee must request that its license be placed into escrow for the date(s) and time(s) of the Special Licenses issued for use at the event location requested on this application. If the existing license would prefer to temporarily drop space from its licensed premises, it must submit a letter to the Commission requesting to drop space temporarily from its licensed premises during the event date(s) and time(s), accompanied by a diagram showing the area where the license will temporarily drop space from its licensed premises to accommodate the applicant organization.

|   |  |
|---|--|
| Name of licensee:   | Business ID Number:                                  |
| Type of license held at this location (e.g. Class C, Club, Tavern, etc.):   |  |
| Phone number:   | Email:   |
| Name of authorized signer for licensee:   |  |
| <b>I, the authorized signer, for the above named on-premises licensee, request that the licensee's licenses at this location be placed into escrow during the date(s) and time(s) specified for the Special Licenses issued for use at this location.</b> | _____<br>Signature of Authorized Signer for Licensee |
|   | _____<br>Date  |





Michigan Department of Licensing and Regulatory Affairs  
 Liquor Control Commission (MLCC)  
 Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
 Mailing Address: P.O. Box 30005, Lansing, MI 48909  
 Toll-Free: 866-813-0011 - [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Business ID: \_\_\_\_\_  
 Request ID: \_\_\_\_\_  
 (For MLCC Use Only)

**Certified Resolution of the Membership or Board of Directors Authorizing the Application for Special License**

(Required under Administrative Rule R 436.576 - Not Required for Candidate Committee)

At a  Regular  Special meeting of the  Membership  Board of Directors

called to order by \_\_\_\_\_ on \_\_\_\_\_ (Date) at \_\_\_\_\_ (Time)

the following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the application from \_\_\_\_\_ (Name of Organization)

for a Special License to serve alcohol on \_\_\_\_\_ (Event Date or Dates)

to be located at \_\_\_\_\_ (Physical Address - Include Location Name, Street Address, City, State, & Zip Code)

It is the consensus of this body that the application be \_\_\_\_\_ (Recommended or Not Recommended) for issuance.

**Approval Vote Tally**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**Certification by Authorized Officer of Organization:**

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the

Membership  Board of Directors at a  Regular  Special meeting held on \_\_\_\_\_ (Date)

\_\_\_\_\_  
 Print Name & Title of Authorized Officer

\_\_\_\_\_  
 Signature of Authorized Officer

\_\_\_\_\_  
 Date



LARA Revenue Services is not a part of the Michigan Liquor Control Commission (see note below).

Credit Card Authorization Form

\*\* FAX COMPLETED FORM TO SECURE FAX LINE: 517-284-8557 \*\*

\*\* DO NOT EMAIL OR MAIL THIS FORM \*\*

Requests with credit card payments that are not faxed to the above secure fax line will be destroyed along with the credit card authorization in order to ensure the security of applicants' personal credit card numbers.

\*\*IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED\*\*

Name on Card: \_\_\_\_\_

Payment Amount: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Card Number: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Check One:

Phone: \_\_\_\_\_

MasterCard Visa Discover

Email: \_\_\_\_\_

Security Code/CVV Code: \_\_\_\_\_

Applicant/Licensee Name: \_\_\_\_\_ Request or Business ID #: \_\_\_\_\_

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

Payment is for: \_\_\_\_\_

Signature \_\_\_\_\_

IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED.

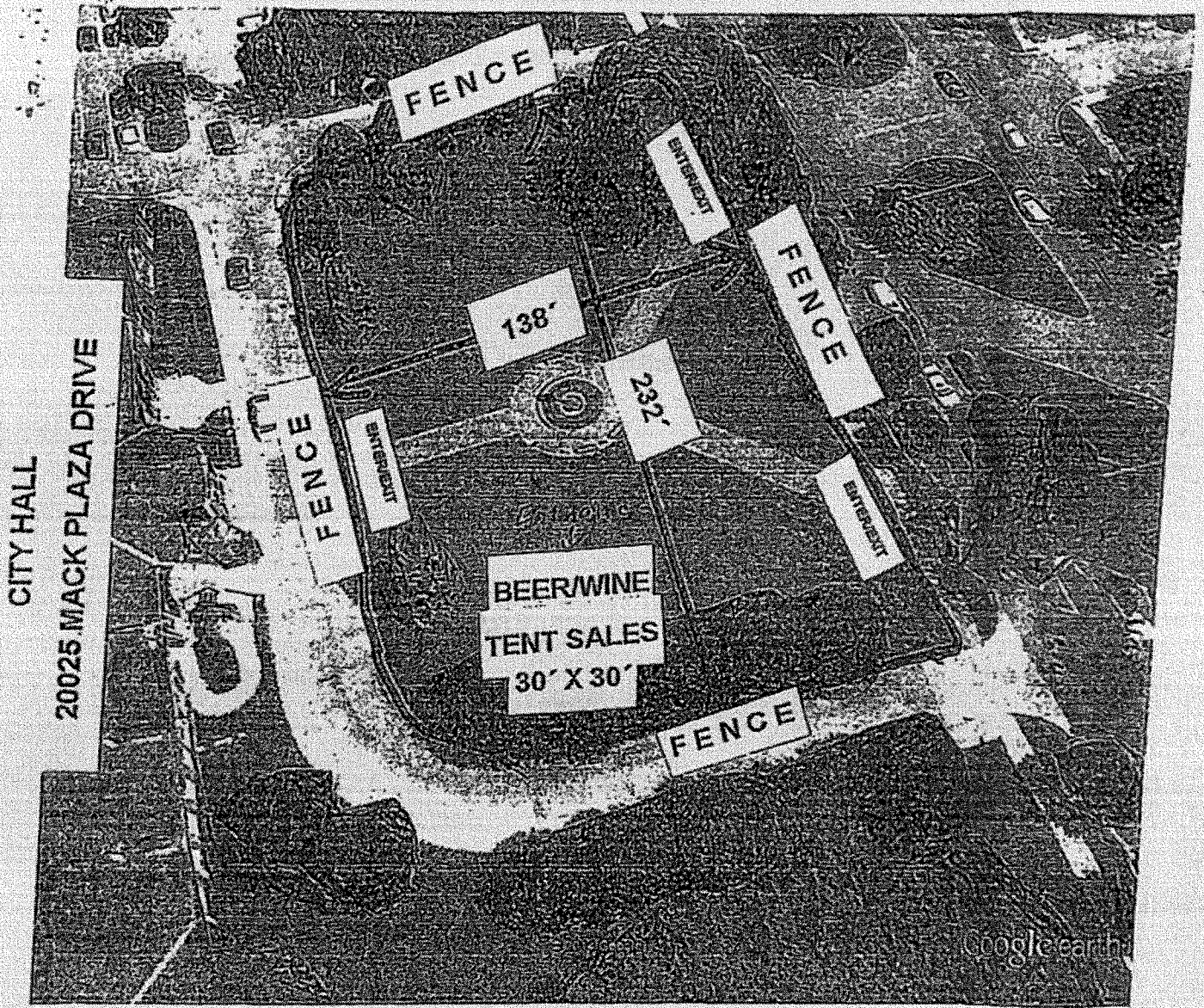
Credit Card Payment Itemization:

Table with 3 columns: Fee Type, Fee Amount, MLCC Fee Code. Includes items like Inspection Fee(s), Special License Fee(s), Temporary Authorization Fee, License Renewal Fee(s), etc.

LARA Revenue Services is not a part of the Michigan Liquor Control Commission (MLCC). Receipt of payment and application forms by LARA Revenue Services does not constitute receipt of an application by the MLCC. Applications submitted through LARA Revenue Services may take up to two (2) additional business days to be received by the MLCC after receipt by LARA Revenue Services.

For requests that require a timely receipt of an application by the MLCC to be processed, such as Special Licenses and temporary requests, please ensure that your application will be received in adequate time to be processed by the MLCC after the payment is received and processed by LARA Revenue Services.





CITY HALL

20025 MACK PLAZA DRIVE

FENCE

ENTRANCE

FENCE

138'

232'

FENCE

ENTRANCE

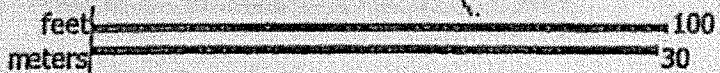
BEER/WINE  
TENT SALES  
30' X 30'

ENTRANCE

FENCE

Google earth

Google earth



9A

CHARLES T. BERSCHBACK  
ATTORNEY AT LAW  
24053 EAST JEFFERSON AVENUE  
ST. CLAIR SHORES, MICHIGAN 48080-1530  
(586) 777-0400  
FAX (586) 777-0430  
blbwlaw@yahoo.com

RECEIVED  
DEC 16 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

December 15, 2020

The Honorable Mayor and City Council  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

RE: Revision to Generator Ordinance  
First Reading December 21, 2020

Dear Mayor and Council:

Based on a number of factors (increased demand for generators, technological advances, and numerous variance requests), the Council directed Mr. Tutag and I to prepare proposed revisions to the generator ordinance. It would be the prerogative of the City Council to schedule this ordinance for a second reading and posting of appropriate notices. Thank you.

Very truly yours,

CHARLES T. BERSCHBACK

CTB:gmr  
cc: Bruce Smith  
Lisa K. Hathaway  
Gene Tutag

ORDINANCE # \_\_\_\_\_

**AN ORDINANCE TO AMEND CHAPTER 8 BUILDINGS AND  
BUILDING REGULATIONS, ARTICLE XVI EMERGENCY  
ELECTRICAL GENERATORS, TO MODIFY SEC. 8-463  
PERMANENT LOCATION, TO ALLOW SIDEYARD PLACEMENT  
BASED ON CERTAIN REQUIREMENTS**

THE CITY OF GROSSE POINTE WOODS ORDAINS:

**ARTICLE XVI. - EMERGENCY ELECTRICAL GENERATORS**

**Sec. 8-460. - Installation and definition.**

Emergency generators may be permanently installed and utilized in all residential zoning districts within the city, subject to the terms and conditions set forth in this article. This article regulates permanently installed emergency generators, defined as a generator that is intended to remain outside of a residence for a lengthy or continuous period of time, regardless of the length of time of any power outage, as opposed to portable generators.

(Ord. No. 860, 2-23-2015)

**Sec. 8-461. - Permit required.**

Permits shall be obtained from the city building department prior to the commencement of any construction or installation of a generator. Applicants shall submit two copies of the following:

- (1) The application form, and the permit fee, that may be modified by the council by resolution periodically.
- (2) A dimensioned site plan indicating compliance with this section and the manufacturer's specifications.
- (3) The manufacturer's specifications/cut sheets for the generator, the ATS (automatic transfer switch) and any fuel storage tanks, showing listings from a nationally recognized testing laboratory.

(Ord. No. 860, 2-23-2015)

**Sec. 8-462. - Final inspection.**

As soon as construction of a generator has been completed, a final inspection shall be requested by the applicant to ensure compliance with all terms and conditions of this article, and the generator shall not be used prior to receiving final inspection approval.

(Ord. No. 860, 2-23-2015)



**Sec. 8-463. - Permanent location.**

1. ~~The generator must be permanently affixed on a concrete slab or prefabricated equivalent located at least 15 feet away from any property line and must be behind the residence. Generators on any side or front yard areas of a residence are prohibited.~~

~~(Ord. No. 860, 2-23-2015)~~

(1) Generators shall be considered a permitted use when located in the rear yard. The location of generators in the rear yard are the preferred location of the city. However, if no suitable rear yard location is available, the building department may permit the generator to be placed in the side yard, as rearward as practical. Applicable requirements shall be met for any installation. All generator(s) shall be opaquely screened from adjacent properties and public ways with landscaping or fencing as approved by the building department.

If placed within the side yard, the following shall apply:

- (a) The unit(s) shall be located within two feet of a residential structure. The building department may grant an exception based on proof of a physical hindrance such as existing utility lines, openable doors or windows or exterior equipment.
- (b) The unit shall not be permitted to be placed directly across from a bedroom on the first floor of the neighboring residence, unless the neighbor approves, in writing. The applicant shall provide correspondence from the neighbor(s) whose residence abuts the side yard in question, indicating approval of the location that is across from the neighbor's first floor bedroom. If the neighbor is unwilling to provide such correspondence or is not otherwise available, the applicant shall submit a letter indicating efforts to obtain such correspondence and shall seek a variance as specified within this section.
- (c) The placement of a unit in other side yard locations may be approved by the building department without the need for neighbor approval.

(Ord. No. 860, 2-23-2015)

**Sec. 8-464. - Enclosure; production of sounds; service doors; exhaust gases.**

- (a) The generating unit and muffler must be enclosed within a sound attenuated cabinet. The enclosure service doors on the cabinet must be locked to prevent access by unauthorized persons.
- (b) Sound produced at full load is to be less than 85 dBA as measured at any and all property lines.

(Ord. No. 860, 2-23-2015)

**Sec. 8-465. - Fuels.**

Acceptable fuels include natural gas, gasoline or diesel. Connections made to a natural gas line of a residence must be in accordance with all applicable codes. Other fuel sources must meet all state and local code requirements. Portable fuel sources are not permitted.

(Ord. No. 860, 2-23-2015)

**Sec. 8-466. - Electrical.**

Only a fully automatic transfer switch (ATS) gear (double throw disconnect switch gear) is to be installed. Transfer panels must be locked to prevent unauthorized access to the switch gear. Panels must be approved by a recognized certification agency, such as UL or CSA, and must comply with all applicable electrical requirements adopted by the State of Michigan and the City of Grosse Pointe Woods. A warning sign shall be placed at the service entrance equipment indicating type and location of an on-site emergency power source.

(Ord. No. 860, 2-23-2015)

**Sec. 8-467. - Maintenance.**

Property owners are responsible for keeping the electrical installation and operation within all applicable code and ordinance requirements. Automatic maintenance exercise testing is limited to not more than ten minutes each week, Monday - Friday, between the hours of 9:00 a.m. - 6:00 p.m.

(Ord. No. 860, 2-23-2015)

**Sec. 8-468. - Landscaping.**

Appropriate landscaping must be installed around a generator unit in order to screen the unit and to assist in muffling or reducing sound levels.

(Ord. No. 860, 2-23-2015)

**Sec. 8-469. - Use.**

Generators are to be used only in emergencies where the normal power source to the residence has been disrupted. As soon as normal power has been restored, the owner shall cease operation of the generator.

(Ord. No. 860, 2-23-2015)



**Sec. 8-470. - Appeals.**

Permit denials may be appealed to the city council based on an appeal fee of \$250.00 that may be modified by the council by resolution periodically. Adjoining property owners shall be notified of the appeal by regular mail within seven days prior to the hearing. In determining whether or not to grant an exception to the requirements of the article, the city council may consider the following:

- (1) The practical difficulties faced by the applicant in adhering to the requirements of the article.
- (2) The nature and extent of any adverse impact upon adjoining properties and the surrounding neighborhood.
- (3) Whether or not approval based on conditions will appropriately minimize the impact of the request to adjoining property owners.

(Ord. No. 860, 2-23-2015)

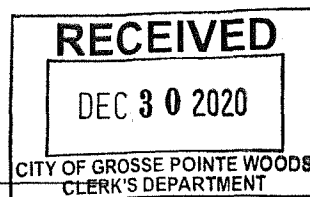
**Secs. 8-471—8-500. - Reserved.**

AFFIDAVIT OF LEGAL PUBLICATION

# Grosse Pointe News

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

COUNTY OF WAYNE  
STATE OF MICHIGAN, SS.



John Minnis

being duly sworn deposes and says that attached advertisement of

City of Grosse Pointe Woods

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

December 31, 2020

#1 GPW 12/31 2<sup>ND</sup> READ CHAPTER 8

and knows well the facts stated herein, and that he is the Publisher of said newspaper.

*John Minnis*

*Dawn M. LoPiccolo*  
*Dawn M. LoPiccolo*

Notary Public

Dawn M. LoPiccolo  
Notary Public - State of Michigan  
County of Macomb  
My Comm. Exp. 06-02-2024 Acting  
in County of Wayne Date 2/10/20

City of **Grasse Pointe Woods**, Michigan

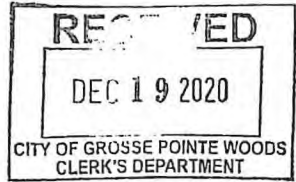
NOTICE IS HEREBY GIVEN that the City Council will be considering the following proposed ordinance for a second reading at its meeting scheduled for Monday, January 4, 2021, at 7:00 p.m. to be held remotely by Zoom. The Council meeting is open to the public. All interested persons are invited to attend. The proposed ordinance is located on the City's website at [www.gpwmf.us](http://www.gpwmf.us).

**AN ORDINANCE TO AMEND CHAPTER 8  
BUILDINGS AND BUILDING REGULATIONS,  
ARTICLE XVI – EMERGENCY ELECTRICAL  
GENERATORS, TO MODIFY SECTION 8-463  
PERMANENT LOCATION, TO ALLOW  
SIDE YARD PLACEMENT BASED  
ON CERTAIN REQUIREMENTS.**

Lisa Kay Hathaway  
City Clerk

G.P.N.: 1231/2020

10A



December 18, 2020


Invoice 12182020

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

RE: January 2021 Services

|  |                    |
|--|--------------------|
| <b>For contract assessing services rendered:</b> |                    |
| Contract Fee (\$75,099 ÷ 12).....                | <u>\$ 6,258.25</u> |
| <b>TOTAL AMOUNT DUE .....</b>                    | <b>\$ 6,258.25</b> |

Respectfully submitted,



Lynette Hobyak  
Business Manager

101224818000  
Sm 12/28/2020  
OK - F.S.

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

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

10B

|   |  |                                    |
|---|--|------------------------------------|
| STATEMENT   | Customer Name<br>CITY OF GROSSE POINTE WOODS | PAGE                               |
| Remit to:<br>State of Michigan<br>Attn: Finance Cashier<br>P.O. Box 30648<br>Lansing MI 48909 | Customer Account Number<br>MDOT00183         | Statement Closing Date<br>11-04-20 |
|   | AR Dept/BPRO<br>591:ACT51                    | Due Date<br>12-04-20               |
|   | Amount Enclosed                              |                                    |
|   |  |                                    |

Bill to:  
CITY OF GROSSE POINTE WOODS  
GROSSE POINTE WOODS CITY TREASURER  
20025 MACK AVENUE  
GROSSE POINTE WOODS MI 48236

Payment Method: Check  Money Order   
Please write Customer Account No. on front of Check or Money Order.  
DO NOT MAIL CASH

Please check if address has changed. Write correct address on back of stub and attach with payment.

Please detach the above stub and return with your remittance payable to Dept. of Transportation

Transportation



ORIGINAL

|  |  |
|--|--|
| Customer Account Number<br>MDOT00183         | Statement Closing Date<br>11-04-20     |
| Customer Name<br>CITY OF GROSSE POINTE WOODS | IF YOU HAVE ANY QUESTIONS, PLEASE CALL |

Current Period Charges

| Description         | Date     | Transaction ID       | Charges    |
|---------------------|----------|----------------------|------------|
| Payment - Thank you | 09-23-20 | CACR59121000000091   | \$5,102.58 |
| Payment - Thank you | 09-23-20 | CACR59121000000091   | \$588.00   |
| -                   | 10-30-20 | CARE1591REIM21000101 | \$1,026.16 |

Important Customer Information

PO 40477  
# 202-451-9740  
OK AS  
12/21/2020 SM

*Sam Smith* 12/22/2020

|           |     |
|-----------|-----|
| CONTACT : | 591 |
|-----------|-----|



MDOT  
 Michigan Department of Transportation  
 Statement Date: 11/09/2020

MDOT00183 - CITY OF GROSSE POINTE WOODS

Program: 203498CON

Federal Project: 1900338

Description: Vernier Road Remove the existing asphalt pavement, making base course repairs as needed ; Vernier Road: Fairway Lane to Morningside Drive

Phase: 01 Construction Contract

| Funding Profile | Fed Pro Rata | Jrnl Description              |                       |                          |
|-----------------|--------------|-------------------------------|-----------------------|--------------------------|
| A00058          | 81.85        | 2019-5061 GROSSE POINTE WOODS |                       |                          |
|                 |              |                               | <b>Current Budget</b> | <b>Cash Expenditures</b> |
| Federal         |              |                               | 1,036,854.77          | 911,297.93               |
| Local           |              |                               | 229,919.54            | 202,077.67               |
|                 |              |                               |                       | <b>Collected</b>         |
|                 |              |                               |                       | 201,051.51               |
|                 |              |                               |                       | <b>Balance Due</b>       |
|                 |              |                               |                       | 1,026.16                 |

Phase: 03 Advertising

| Funding Profile | Fed Pro Rata | Jrnl Description |                       |                          |
|-----------------|--------------|------------------|-----------------------|--------------------------|
| A00058          | 81.85        |                  |                       |                          |
|                 |              |                  | <b>Current Budget</b> | <b>Cash Expenditures</b> |
| Federal         |              |                  | 409.25                | 62.76                    |
| Local           |              |                  | 90.75                 | 13.92                    |
|                 |              |                  |                       | <b>Collected</b>         |
|                 |              |                  |                       | 13.92                    |
|                 |              |                  |                       | <b>Balance Due</b>       |
|                 |              |                  |                       | 0.00                     |

| Vendor Code | Vendor Legal Name           | Vendor Alias/DBA Name |
|-------------|-----------------------------|-----------------------|
| MDOT00183   | CITY OF GROSSE POINTE WOODS |                       |

Instruction: Instruction: Remit this listing of Balance Due by Program with the payment. Payments will be applied to all programs with a balance due, unless otherwise noted.

Statement Date: 11/09/2020

- Pay in Full (default if neither box is checked)  
 Manual allocation specified by Program in Paid Amount below

Remittance information:

State of Michigan  
 Attention: Finance Cashier  
 P.O. Box 30648  
 Lansing, MI 48909

| Program     | Balance Due |
|-------------|-------------|
| 203498CON - | 1,026.16    |

10C



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

**INVOICE**

December 3, 2020  
Project No: 0160-0420-0  
Invoice No: 0128790

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

Project 0160-0420-0 DPW WATER & SEWER BARN

Professional Services from October 26, 2020 to November 22, 2020

Phase 03 CCA

**Fee**

Total Fee 4,000.00

Percent Complete

20.00 Total Earned

800.00

Previous Fee Billing

0.00

Current Fee Billing

800.00

**Total Fee**

**800.00**

**Total this Phase**

**\$800.00**

**Total this Invoice**

**\$800.00**

PO 46141  
# 592-537 918.00  
OK FI

12/21/2020 SM  
B... 12/22/2020



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

**INVOICE**

December 10, 2020  
 Project No: 0160-0408-0  
 Invoice No: 0128884

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

Project 0160-0408-0 VERNIER RD RESURFACING - FAIRWAY TO ECL  
 P.O. 18-45021 (78,000.00)  
 P.O. 19-45443 (179,903.66)

**Professional Services from October 26, 2020 to November 22, 2020**

**Professional Personnel**

|  | Hours | Rate   | Amount        |
|--|-------|--------|---------------|
| <b>CONTRACT ADMINISTRATION</b>                                       |       |        |               |
| <b>TEAM LEADER</b>   |       |        |               |
| SMITH, BRADLEY   | 2.50  | 83.50  | 208.75        |
| Working through Mdot needs list, Projectwise, lcp tracker and filing |       |        |               |
| <b>ENGINEERING AIDE III</b>  |       |        |               |
| SWITZER, BRIDGET   | .10   | 70.00  | 7.00          |
| 2124s  |       |        |               |
| SWITZER, BRIDGET   | .10   | 70.00  | 7.00          |
| Needs List   |       |        |               |
| <b>SENIOR PROJECT ENGINEER</b>                                       |       |        |               |
| VIGNERON, MICHAEL  | .50   | 103.00 | 51.50         |
| Contract Administration  |       |        |               |
| VIGNERON, MICHAEL  | .50   | 103.00 | 51.50         |
| Contract Administration / Project Closeout                           |       |        |               |
| Totals   | 3.70  |        | 325.75        |
| <b>Total Labor</b>   |       |        | <b>325.75</b> |

| Billing Limits | Current | Prior      | To-Date    |
|----------------|---------|------------|------------|
| Total Billings | 325.75  | 242,953.15 | 243,278.90 |
| Limit          |         |            | 257,903.00 |
| Remaining      |         |            | 14,624.10  |

**Total this Invoice \$325.75**

**Outstanding Invoices**

| Number                | Date       | Balance       |
|-----------------------|------------|---------------|
| PC1 12/8/2020 0128641 | 11/17/2020 | 428.00        |
| <b>Total</b>          |            | <b>428.00</b> |

PO 45443  
 202-451-9114-803  
 OK - TS  
 SM 12/21/2020  
 Bruce Smith 12/22/2020



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

**INVOICE**

December 10, 2020  
 Project No: 0160-0413-0  
 Invoice No: 0128885

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

Project 0160-0413-0 2019 SEWER OPEN CUT REPAIR PROGRAM  
 P.O. 19-45637 - (106,000)

Professional Services from October 26, 2020 to November 22, 2020

**Professional Personnel**

|                                 | Hours | Rate   | Amount          |
|---------------------------------|-------|--------|-----------------|
| <b>CONTRACT ADMINISTRATION</b>  |       |        |                 |
| PRINCIPAL ENGINEER              | .50   | 103.00 | 51.50           |
| GRADUATE ENG/SUR/ARC            | 1.00  | 83.50  | 83.50           |
| TEAM LEADER                     | 2.00  | 83.50  | 167.00          |
| <b>CONSTRUCTION OBSERVATION</b> |       |        |                 |
| ENGINEERING AIDE III            | .50   | 70.00  | 35.00           |
| ENGINEERING AIDE II             | 3.00  | 62.00  | 186.00          |
| <b>GIS UPDATES</b>              |       |        |                 |
| GRADUATE ENG/SUR/ARC            | 9.80  | 83.50  | 818.30          |
| ENGINEERING AIDE III            | 11.30 | 70.00  | 791.00          |
| Totals                          | 28.10 |        | 2,132.30        |
| <b>Total Labor</b>              |       |        | <b>2,132.30</b> |

| Billing Limits | Current  | Prior     | To-Date    |
|----------------|----------|-----------|------------|
| Total Billings | 2,132.30 | 84,962.55 | 87,094.85  |
| Limit          |          |           | 106,000.00 |
| Remaining      |          |           | 18,905.15  |

**Total this Invoice \$2,132.30**

**Outstanding Invoices**

|                | Number       | Date       | Balance       |
|----------------|--------------|------------|---------------|
| <i>Paid</i>    | 0128643      | 11/17/2020 | 548.25        |
| <i>12/8/20</i> | <b>Total</b> |            | <b>548.25</b> |

*PO 456  
 2,592,527.916.001  
 OK - FJ  
 12/21/2020 SM  
 [Signature]  
 12/22/2020*



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

**INVOICE**

December 10, 2020  
 Project No: 0160-0418-0  
 Invoice No: 0128886

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

Project 0160-0418-0 2020-2021 GENERAL ENGINEERING

**Professional Services from October 26, 2020 to November 22, 2020**

**Professional Personnel**

|                      | Hours | Rate   | Amount        |
|----------------------|-------|--------|---------------|
| RESEARCH/REVIEW      |       |        |               |
| PRINCIPAL ENGINEER   | 3.50  | 103.00 | 360.50        |
| BASE MAPS            |       |        |               |
| GRADUATE ENG/SUR/ARC | 1.50  | 83.50  | 125.25        |
| Totals               | 5.00  |        | 485.75        |
| <b>Total Labor</b>   |       |        | <b>485.75</b> |

| Billing Limits | Current | Prior    | To-Date   |
|----------------|---------|----------|-----------|
| Total Billings | 485.75  | 6,477.80 | 6,963.55  |
| Limit          |         |          | 15,000.00 |
| Remaining      |         |          | 8,036.45  |

**Total this Invoice \$485.75**

**Outstanding Invoices**

|                   | Number       | Date       | Balance         |
|-------------------|--------------|------------|-----------------|
| <i>Paid</i>       | 0128659      | 11/18/2020 | 2,548.25        |
| <i>12/18/2020</i> | <b>Total</b> |            | <b>2,548.25</b> |

*PO 45845*  
*# 101-441 = \$12,000 \$161.91*  
*# 101-444 = \$18,000 \$166.92*  
*# 592-537 = \$18,000 \$171.92*  
*H*  
*12/21/2020 SM*  
*Burne [Signature] 12/22/2020*





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

**INVOICE**

December 10, 2020  
 Project No: 0160-0425-0  
 Invoice No: 0128887

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

Project 0160-0425-0 LFP VEHICULAR BRIDGE REPLACEMENT  
 PURCHASE ORDER #20-46060

Professional Services from October 26, 2020 to November 22, 2020

**Professional Personnel**

|                             | Hours | Rate   | Amount   |                 |
|-----------------------------|-------|--------|----------|-----------------|
| SECRETARIAL                 |       |        |          |                 |
| SECRETARIAL                 | 1.50  | 33.00  | 49.50    |                 |
| PRINTS                      |       |        |          |                 |
| ENGINEERING AIDE I          | 1.40  | 56.00  | 78.40    |                 |
| CONTRACT ADMINISTRATION     |       |        |          |                 |
| PRINCIPAL ENGINEER          | 12.00 | 103.00 | 1,236.00 |                 |
| LICENSED ENG/SUR/ARC        | 1.50  | 103.00 | 154.50   |                 |
| ENGINEERING AIDE II         | 2.50  | 62.00  | 155.00   |                 |
| CONSTRUCTION ADMINISTRATION |       |        |          |                 |
| SENIOR PROJECT ENGINEER     | 4.50  | 103.00 | 463.50   |                 |
| STRUCTURAL                  |       |        |          |                 |
| SENIOR PROJECT ENGINEER     | 2.50  | 103.00 | 257.50   |                 |
| Totals                      | 25.90 |        | 2,394.40 |                 |
| <b>Total Labor</b>          |       |        |          | <b>2,394.40</b> |

| Billing Limits | Current  | Prior     | To-Date    |
|----------------|----------|-----------|------------|
| Total Billings | 2,394.40 | 37,398.00 | 39,792.40  |
| Limit          |          |           | 108,000.00 |
| Remaining      |          |           | 68,207.60  |

**Total this Invoice \$2,394.40**

**Outstanding Invoices**

|                | Number       | Date       | Balance         |
|----------------|--------------|------------|-----------------|
| <i>Paid</i>    | 0128646      | 11/17/2020 | 3,739.80        |
| <i>12/8/20</i> | <b>Total</b> |            | <b>3,739.80</b> |

*PO 46060  
 # 401-903-977-129  
 OK [Signature]  
 12/21/2020 SM  
 Bruce Smith 12/22/2020*



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

**INVOICE**

December 10, 2020  
 Project No: 0160-0427-0  
 Invoice No: 0128888

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

Project 0160-0427-0 ROBERT E. NOVITKE COMPLEX GENERATOR  
 P.O. 20-45809

Professional Services from October 26, 2020 to November 22, 2020

**Professional Personnel**

|                              | Hours | Rate   | Amount |               |
|------------------------------|-------|--------|--------|---------------|
| CONTRACT ADMINISTRATION      |       |        |        |               |
| LICENSED ENG/SUR/ARC         | 1.50  | 103.00 | 154.50 |               |
| MECHANICAL/ELECTRICAL DESIGN |       |        |        |               |
| SENIOR PROJECT ENGINEER      | .50   | 103.00 | 51.50  |               |
| Totals                       | 2.00  |        | 206.00 |               |
| <b>Total Labor</b>           |       |        |        | <b>206.00</b> |

| Billing Limits | Current | Prior     | To-Date   |
|----------------|---------|-----------|-----------|
| Total Billings | 206.00  | 19,739.20 | 19,945.20 |
| Limit          |         |           | 20,000.00 |
| Remaining      |         |           | 54.80     |

**Total this Invoice \$206.00**

**Outstanding Invoices**

|                  | Number       | Date       | Balance         |
|------------------|--------------|------------|-----------------|
| <i>Paid</i>      | 0128647      | 11/17/2020 | 1,761.40        |
| <i>12/8/2020</i> | <b>Total</b> |            | <b>1,761.40</b> |

*P.O. 45809  
 # 420-45809-174201  
 OK [initials]  
 12/21/2020 SM  
 [Signature] 12/22/2020*



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

**INVOICE**

December 10, 2020  
 Project No: 0160-0428-0  
 Invoice No: 0128889

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

Project 0160-0428-0 2020 CONCRETE PAVEMENT REPAIR PROGRAM  
 PURCHASE ORDER #20-46055

Professional Services from October 26, 2020 to November 22, 2020

**Professional Personnel**

|                          | Hours  | Rate   | Amount    |                  |
|--------------------------|--------|--------|-----------|------------------|
| RESEARCH/REVIEW          |        |        |           |                  |
| PRINCIPAL ENGINEER       | 1.00   | 103.00 | 103.00    |                  |
| CONTRACT ADMINISTRATION  |        |        |           |                  |
| GRADUATE ENG/SUR/ARC     | 1.00   | 83.50  | 83.50     |                  |
| TEAM LEADER              | 12.00  | 83.50  | 1,002.00  |                  |
| ENGINEERING AIDE III     | 5.60   | 70.00  | 392.00    |                  |
| ENGINEERING AIDE II      | 1.50   | 62.00  | 93.00     |                  |
| CONSTRUCTION OBSERVATION |        |        |           |                  |
| ENGINEERING AIDE III     | 1.00   | 70.00  | 70.00     |                  |
| ENGINEERING AIDE II      | 141.00 | 62.00  | 8,742.00  |                  |
| GIS UPDATES              |        |        |           |                  |
| ENGINEERING AIDE III     | 1.50   | 70.00  | 105.00    |                  |
| Totals                   | 164.60 |        | 10,590.50 |                  |
| <b>Total Labor</b>       |        |        |           | <b>10,590.50</b> |

**Reimbursable Expenses**

|                                |                 |  |                 |                 |
|--------------------------------|-----------------|--|-----------------|-----------------|
| REIMB. MISC. EXPENSE           |                 |  |                 |                 |
| 11/19/2020 G2 CONSULTING GROUP | Invoice #202426 |  | 2,130.00        |                 |
| <b>Total Reimbursables</b>     |                 |  | <b>2,130.00</b> | <b>2,130.00</b> |

**Billing Limits**

|                | Current   | Prior     | To-Date    |
|----------------|-----------|-----------|------------|
| Total Billings | 12,720.50 | 33,654.20 | 46,374.70  |
| Limit          |           |           | 134,000.00 |
| Remaining      |           |           | 87,625.30  |

**Total this Invoice \$12,720.50**

**Outstanding Invoices**

|                  | Number       | Date       | Balance          |
|------------------|--------------|------------|------------------|
| <i>Paid</i>      | 0128648      | 11/17/2020 | 18,197.50        |
| <i>12/8/2020</i> | <b>Total</b> |            | <b>18,197.50</b> |

*PO 46055  
 # 202-451-7111 20/ 52,416.90  
 585-511-7111 6,360.24  
 # 592-301-12416.90  
 OK FS  
 \$12,720.50*

*OK SM 12/21/2020*

Please include the project number and invoice number on your check.

*Bruce Smith 12/22/2020*

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

**Voice: 248.680.0400**  
**Fax: 248.680.9745**

**INVOICE**

Invoice Number: 202426  
 Invoice Date: October 28, 2020  
 Page Number: 1

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

|                      |                           |                       |                        |
|----------------------|---------------------------|-----------------------|------------------------|
| <b>Customer ID</b>   | <b>Purchase Order No.</b> | <b>G2 Project No.</b> |                        |
| AEW001               | AEW No. 0160-0428         | 200837                |                        |
| <b>Payment Terms</b> | <b>Due Date</b>           | <b>Ship Date</b>      | <b>Shipping Method</b> |
| Net 30 Days          | November 27, 2020         |                       |                        |

| Quantity | Description  | Unit Price | Amount |
|----------|--|------------|--------|
| 15.50    | Engineering Technician, Regular Hours, each  | 60.00      | 930.00 |
| 1.50     | Engineering Technician, Overtime Hours, Cylinder Pick-Up on 10/17/20, each   | 90.00      | 135.00 |
| 1.50     | Engineering Technician, Regular Hours, Cylinder Pick-Up on 10/21/20, each  | 60.00      | 90.00  |
| 3.00     | Project Manager, per hour  | 150.00     | 450.00 |
| 1.50     | Administrative Assistant, per hour   | 50.00      | 75.00  |
| 30.00    | Compressive Strength Test Cylinders, each  | 15.00      | 450.00 |
|          | AEW No. 0160-0428  |            |        |
|          | 2020 Concrete Program, Grosse Pointe Woods, Michigan - Quality Control Observation and Testing Services on 10/13/20 through 10/20/20 |            |        |
|          | Client Contact: Brad Smith   |            |        |

**Total Invoice Amount      \$      2,130.00**

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

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





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

**INVOICE**

December 10, 2020  
 Project No: 0160-0429-0  
 Invoice No: 0128890

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

Project 0160-0429-0 SEWER REHABILITATION - LINING  
 PURCHASE ORDER #20-46058

Professional Services from October 26, 2020 to November 22, 2020

**Professional Personnel**

|                         | Hours | Rate   | Amount          |
|-------------------------|-------|--------|-----------------|
| RESEARCH/REVIEW         |       |        |                 |
| PRINCIPAL ENGINEER      | 5.50  | 103.00 | 566.50          |
| SECRETARIAL             |       |        |                 |
| SECRETARIAL             | 1.30  | 33.00  | 42.90           |
| PRINTS                  |       |        |                 |
| ENGINEERING AIDE I      | 1.00  | 56.00  | 56.00           |
| CONTRACT ADMINISTRATION |       |        |                 |
| GRADUATE ENG/SUR/ARC    | 8.00  | 83.50  | 668.00          |
| TEAM LEADER             | 5.00  | 83.50  | 417.50          |
| ENGINEERING AIDE III    | .30   | 70.00  | 21.00           |
| ENGINEERING AIDE II     | .50   | 62.00  | 31.00           |
| Totals                  | 21.60 |        | 1,802.90        |
| <b>Total Labor</b>      |       |        | <b>1,802.90</b> |

| Billing Limits | Current  | Prior     | To-Date   |
|----------------|----------|-----------|-----------|
| Total Billings | 1,802.90 | 11,663.26 | 13,466.16 |
| Limit          |          |           | 75,000.00 |
| Remaining      |          |           | 61,533.84 |

**Total this Invoice \$1,802.90**

**Outstanding Invoices**

| Number       | Date       | Balance       |
|--------------|------------|---------------|
| 0128649      | 11/17/2020 | 413.26        |
| <b>Total</b> |            | <b>413.26</b> |

*Paid*  
*12/8/2020*

*PO 46058*  
*0160-0429-0*  
*OK FS*  
*12/21/20 SM*  
*[Signature]*  
*12/22/2020*





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

December 10, 2020  
 Project No: 0160-0431-0  
 Invoice No: 0128891

RECEIVED

DEC 21 2020

CITY OF GROSSE POINTE WOODS  
 BUILDING DEPT

Project 0160-0431-0 0160-0431 20861-20879 MACK AVE PLAN REV  
 FOR: ENGINEERING PLAN REVIEW AND PUBLIC UTILITY AND ROW INSPECTION  
Professional Services from October 26, 2020 to November 22, 2020

**Professional Personnel**

|                          | Hours | Rate  | Amount          |
|--------------------------|-------|-------|-----------------|
| CONTRACT ADMINISTRATION  |       |       |                 |
| TEAM LEADER              | 1.50  | 83.50 | 125.25          |
| ENGINEERING AIDE II      | 1.00  | 62.00 | 62.00           |
| CONSTRUCTION OBSERVATION |       |       |                 |
| TEAM LEADER              | .50   | 83.50 | 41.75           |
| ENGINEERING AIDE III     | 44.50 | 70.00 | 3,115.00        |
| Totals                   | 47.50 |       | 3,344.00        |
| <b>Total Labor</b>       |       |       | <b>3,344.00</b> |

| Billing Limits            | Current  | Prior    | To-Date           |
|---------------------------|----------|----------|-------------------|
| Total Billings            | 3,344.00 | 1,767.70 | 5,111.70          |
| Limit                     |          |          | 5,000.00          |
| Adjustment                |          |          | (111.70)          |
| <b>Total this Invoice</b> |          |          | <b>\$3,232.30</b> |

**Outstanding Invoices**

| Number       | Date       | Balance       |
|--------------|------------|---------------|
| 0128650      | 11/17/2020 | 480.20        |
| <b>Total</b> |            | <b>480.20</b> |

*Handwritten signature* 12-21-2020  
 101-000-285,525

SM 12/21/2020  
*Handwritten signature* 12/22/2020

Per GIT: paying for the road inspection for the water tap(s) - Notes To Self /ICM

Please include the project number and invoice number on your check.



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

**INVOICE**

December 10, 2020  
 Project No: 0160-0423-0  
 Invoice No: 0128893

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

Project 0160-0423-0 OXFORD ROAD RECON. - MACK TO HOLIDAY  
 PURCHASE ORDER #20-46056  
Professional Services from October 26, 2020 to November 22, 2020

**Fee**

|                   |            |                      |                 |
|-------------------|------------|----------------------|-----------------|
| Construction Cost | 570,000.00 |                      |                 |
| Fee Percentage    | 5.80       |                      |                 |
| Total Fee         | 33,060.00  |                      |                 |
| Percent Complete  | 90.00      | Total Earned         | 29,754.00       |
|                   |            | Previous Fee Billing | 19,836.00       |
|                   |            | Current Fee Billing  | 9,918.00        |
|                   |            | <b>Total Fee</b>     | <b>9,918.00</b> |

**Reimbursable Expenses**

|                      |                            |                   |               |
|----------------------|----------------------------|-------------------|---------------|
| REIMB. MISC. EXPENSE |                            |                   |               |
| 11/19/2020           | WAYNE COUNTY PERMIT        | PERMIT REVIEW FEE | 200.00        |
| 11/19/2020           | WAYNE COUNTY               | SESC PERMIT FEE   | 150.00        |
|                      | <b>Total Reimbursables</b> |                   | <b>350.00</b> |

**Total this Invoice \$10,268.00**

PO 46056  
 #203-451-1111 2020  
 OK - FS  
 12/21/2020 SM  
 [Signature] 12/22/2020

Oxford Road Reconstruction - Mack to Holiday  
 AEW Project No. 0160-0423  
 Summary of Time Spent for Design, Specification, Bidding  
 and Subconsultant Fees

| Name                | Hours | Description                     |
|---------------------|-------|---------------------------------|
| ALLEGOET, JEFFREY   | 0.5   | CADD oversight and coordination |
| ANGER, SCOTT        | 18    | Survey                          |
| ANKAWI, MICHELLE    | 0.5   | Admin                           |
| BICKHAM, BRENDA     | 3.5   | Admin                           |
| BIGELOW, JUSTICE    | 5     | Admin                           |
| CAMPBELL, RANDY     | 8     | Survey                          |
| CARPENTER, AARON    | 2.5   | Survey                          |
| DE OLIVEIRA, ROSANA | 24.5  | CADD                            |
| DIGIROLAMO, PIETRO  | 14    | QA/QC                           |
| GAYESKI JR., JOSEPH | 15    | Survey Oversight, project setup |
| HARRINGTON, MICHAEL | 1     | QA/QC                           |
| KAFERLE, KATHLEEN   | 1     | Admin                           |
| LAGODNA, CARL       | 8.5   | Survey                          |
| LOCKWOOD, SCOTT     | 52.5  | Project Oversight, coordination |
| MARCUS, PATRICK     | 0.5   | Research/Review                 |
| MILLER, JEFFREY     | 3     | GIS                             |
| PIOTROWSKI, KEVIN   | 87.6  | CADD                            |
| SMITH, BRADLEY      | 1     | Admin                           |
| TRUAX, MICHAEL      | 2     | Survey Oversight                |
| VARICALLI, FRANK    | 1     | Research/Review                 |
| WILBERDING, ROSS    | 72.5  | Design                          |
|                     | 322.1 |                                 |

SUBCONSULTANTS

| Amount | Description              |
|--------|--------------------------|
| 2850   | G2 CONSULTING GROUP, LLC |
| 2850   |                          |

EXPENSES

| Amount | Description                    |
|--------|--------------------------------|
| 200    | WAYNE COUNTY PERMIT REVIEW FEE |
| 150    | SESC PERMIT REVIEW FEE         |
| 350    |                                |



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

**INVOICE**

December 14, 2020  
 Project No: 0160-0417-0  
 Invoice No: 0129049

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

Project 0160-0417-0 BOURNEMOUTH WM REPLACEMENT  
 P.O. 19-45552 - (\$197,500.00)

**Professional Services from October 26, 2020 to November 22, 2020**

**Professional Personnel**

|                                 | Hours  | Rate   | Amount    |                  |
|---------------------------------|--------|--------|-----------|------------------|
| <b>CONTRACT ADMINISTRATION</b>  |        |        |           |                  |
| PRINCIPAL ENGINEER              | 3.50   | 103.00 | 360.50    |                  |
| LICENSED ENG/SUR/ARC            | 4.00   | 103.00 | 412.00    |                  |
| TEAM LEADER                     | 3.50   | 83.50  | 292.25    |                  |
| ENGINEERING AIDE III            | 1.90   | 70.00  | 133.00    |                  |
| ENGINEERING AIDE II             | .50    | 62.00  | 31.00     |                  |
| <b>CONSTRUCTION OBSERVATION</b> |        |        |           |                  |
| TEAM LEADER                     | 13.50  | 83.50  | 1,127.25  |                  |
| ENGINEERING AIDE III            | 107.50 | 70.00  | 7,525.00  |                  |
| ENGINEERING AIDE II             | 7.00   | 62.00  | 434.00    |                  |
| Totals                          | 141.40 |        | 10,315.00 |                  |
| <b>Total Labor</b>              |        |        |           | <b>10,315.00</b> |

**Reimbursable Expenses**

|                             |                     |                 |               |
|-----------------------------|---------------------|-----------------|---------------|
| <b>REIMB. MISC. EXPENSE</b> |                     |                 |               |
| 11/19/2020                  | G2 CONSULTING GROUP | Invoice #202420 | 400.00        |
| <b>Total Reimbursables</b>  |                     |                 | <b>400.00</b> |
|                             |                     |                 | <b>400.00</b> |

**Billing Limits**

|                | Current   | Prior      | To-Date    |
|----------------|-----------|------------|------------|
| Total Billings | 10,715.00 | 115,273.97 | 125,988.97 |
| Limit          |           |            | 197,500.00 |
| Remaining      |           |            | 71,511.03  |

**Total this Invoice \$10,715.00**

**Outstanding Invoices**

|             | Number       | Date      | Balance         |
|-------------|--------------|-----------|-----------------|
| <i>Paid</i> | 0128399      | 11/4/2020 | 3,003.25        |
|             | <b>Total</b> |           | <b>3,003.25</b> |

*12/8/2020*

*PAID  
 10592.985197  
 H  
 12/21/20 SM  
 [Signature] 12/22/2020*

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

**Voice: 248.680.0400**  
**Fax: 248.680.9745**

**INVOICE**

Invoice Number: 202420  
 Invoice Date: October 28, 2020  
 Page Number: 1

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

|                      |                           |                       |                        |
|----------------------|---------------------------|-----------------------|------------------------|
| <b>Customer ID</b>   | <b>Purchase Order No.</b> | <b>G2 Project No.</b> |                        |
| AEW001               | AEW No. 0160-0417         | 200879                |                        |
| <b>Payment Terms</b> | <b>Due Date</b>           | <b>Ship Date</b>      | <b>Shipping Method</b> |
| Net 30 Days          | November 27, 2020         |                       |                        |

| Quantity | Description   | Unit Price | Amount |
|----------|---|------------|--------|
| 2.50     | Engineering Technician, Regular Hours, each   | 60.00      | 150.00 |
| 1.00     | Engineering Technician, Regular Hours, Cylinder Pick Up on 10/10/20, each   | 60.00      | 60.00  |
| 0.50     | Project Manager, per hour   | 150.00     | 75.00  |
| 0.50     | Administrative Assistant, per hour  | 50.00      | 25.00  |
| 6.00     | Compressive Strength Test Cylinders, each   | 15.00      | 90.00  |
|          | AEW No. 0160-0417   |            |        |
|          | Bournemouth Watermain, Grosse Pointe Woods, Michigan - Quality Control Observation and Testing Services on 10/9/20. |            |        |
|          | Client Contact: Brad Smith  |            |        |

**Total Invoice Amount \$ 400.00**

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.



10D

**CHARLES T. BERSCHBACK**

ATTORNEY AT LAW  
24053 EAST JEFFERSON AVENUE  
ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400  
FAX (586) 777-0430  
blbwlaw@yahoo.com

December 28, 2020

Bruce Smith  
City Administrator  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

**RE: December Billing**

| <u>DATE</u> | <u>DESCRIPTION OF SERVICES</u>   | <u>TIME</u> |
|-------------|--|-------------|
| 12.1.2020   | Review of Wayne County MOU emails, TCs (.75); meeting with SM (.50); TC LH, review of file (.25); review of new claim (.25)  | 1.75        |
| 12.2.2020   | Attendance at Municipal Court Zoom hearing and follow up (2.25); emails on Wayne MOU, TC LH (.25); TC BN (.25); review of Joppich email and call (.25); TCs, emails re: Comptroller (.25)  | 3.25        |
| 12.3.2020   | Emails, letter to M/C re: Comptroller (.25); TC BS, FS; review of Bucko emails re: MOU (.25); TC BS, Joppich (.50); revision to facilitation statement, review of 911 contract, TC FS re: claim (.50); review of new warrant, TC Det Bur (.25) | 1.75        |
| 12.4.2020   | Review of Municipal Court files, TCs, meeting at City Hall (2.00); work on OMA remote meeting issue (.25); TCs emails on TT case; pending claims (.25)   | 2.50        |
| 12.5.2020   | Initial review of 12/2020 agendas (.50)  | 0.50        |
| 12.7.2020   | Work on agenda items, TCs BN, review of emails (.75); review of certificate of insurance, meeting with SM, continued work on agenda items (.50); attendance at COW and Council meetings (1.50)   | 2.75        |
| 12.8.2020   | Follow up on agenda items, TCs LH, SC, GT (.50); TC Municipal Court docket (.25); TCs, emails on transition (.50); TCs, review of Lipke Road letter, attendance at Zoom meeting (1.00); PC meeting (2.00);                                     | 4.25        |
| 12.9.2020   | Attendance at Municipal Court Zoom and follow up (2.50); email BS, review of Contract (.25); work on transition (.25); contract review and approvals at City Hall (.50); TCs Lipke Road (.50)  | 4.00        |
| 12.10.2020  | Research on OMA, TC Gfloody, draft of letter to M/C, TCs BN, BS (.75); TCs GT, emails (.25); TC JK, review of Training Agreement, initial revisions (.25)  | 1.25        |

12.11.2020 Review of Municipal Court docket, calls with attorneys, meeting with Tim Tomlinson and introductions to staff, meetings with GT, Beth Miro, BS and follow up (2.50); TCs LH, Watza (.50) 3.00

12.14.2020 TCs FS re. DTE tree trimming, draft of letter (.50); work on transition issues (.50); TC LH, Scott Lockwood re. GIS (.25); work on annual summary of litigation (.50) 1.75

12.15.2020 TC BN; TCs/emails for staff; finalized litigation summary (.50); work on Colonial Theme Ordinance and summary of transition issues letters (3.00); TC GT review of PC Enabling Act, re. cap expenditures (1.00); review of WOW file, reply to WOW renewal request, draft of letter to M/C (1.00); 5.50

12.16.2020 Attendance at Zoom Municipal Court docket, follow up memos and calls (2.25); work on WOW letter, transition letter, work on Colonial Design Standards Ordinance (1.00); review of emails and CESF/ DPS grant (.25); work on Planning Enabling Act review (.50); 4.00

12.17.2020 TCs, review of solar ordinance re: new variance request (.50); Municipal Court, TCs, miscellaneous follow up (.50); review of draft agenda (.25); TC Mike Watza, finalized WOW renewal letter (.25); prep for transition meeting, start of file organization (2.00) 3.50

12.18.2020 Continued prep for and meeting with new City Attorneys at City Hall (2.50); TC Det. Bonk, review of new in-custody (.25); Code review and TCs BS, LH, Art Bryant (.25) 3.00

12.21.2020 Municipal Court; review of 2 new warrants, TCS Det. Bonk (.50); review of Council agenda, TCs LH BN, BS (2.50); review of Agreement for JK, emails, TCs GT. ED (.50); attendance at Council meeting (1.25) 4.75

12.22.2020 TCs GT, LH; follow up on agenda items work on transition files (2.00); TC resident re: Municipal Court matters; TCs on vicious dog hearing (.25) 2.25

12.28.2020 TCs, review of dog bite case (.50); work on file transition (1.00) 1.50

CTB =51.25 hours at \$155.00 per hour \$ 7,943.75  
**TOTAL DUE: \$ 7,943.75**

|                          |                         |                              |
|--------------------------|-------------------------|------------------------------|
| TC - Telephone           | GT - Gene Tutag         | Det. Bur. - Detective Bureau |
| BS - Bruce Smith         | LH - Lisa Hathaway      | ED - Eric Dunlap             |
| PC - Planning Commission | TT - Tax Tribunal       | FS - Frank Schulte           |
| JK - Dir. John Kosanke   | SM - Shawn Murphy       |                              |
| DV - Domestic Violence   | M/C - Mayor and Council |                              |

**Breakdown**

|                              |             |              |            |
|------------------------------|-------------|--------------|------------|
| General                      | 35.50 hours | 101210801000 | \$ 5502.50 |
| Municipal Court              | 13.50 hours | 101210801100 | 2092.50    |
| Building/Planning Commission | 2.00 hours  | 101210801200 | 310.00     |
| Tax Tribunal                 | .25 hours   | 101210801300 | 38.75      |

12/29/20 sm. \$ 7943.75  
 12/29/20 FS.