

**CITY OF GROSSE POINTE WOODS**  
**Electronic Regular City Council Meeting Agenda**  
**Monday, May 4, 2020**  
**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 Governor Gretchen Whitmer's Executive Order Nos. 2020-48 and 2020-59 resulting from the Coronavirus pandemic (COVID-19). 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/96228137223?pwd=MC8yTmZlVy81dnIca3gyUzRyblBjZz09>

Meeting ID: 962 2813 7223

Password: 293352

Dial by your location

888 788 0099 US Toll-free

877 853 5247 US Toll-free

Meeting ID: 962 2813 7223

Password: 293352

Find your local number: <https://zoom.us/u/adA56zCKCr>

1. CALL TO ORDER
2. ROLL CALL
3. ACCEPTANCE OF AGENDA
4. RESOLUTION
  - A. Establishing Rules for Remote Attendance by Members of Grosse Pointe Woods City Council and Other City Public Bodies and Members of the Public at Public Meetings Due to Coronavirus pandemic
5. APPOINTMENTS
  - A. Council Representative - Election Commission (Council)
  - B. Library Board Trustee (Council)
6. MINUTES
  - A. City Council 03/16/20
  - B. Historical Commission 02/13/20
7. COMMUNICATION
  - A. Schedule a Public Hearing: Special Land Use - Crosspointe Christian Church, 21336 Mack Avenue
    1. Planning Commission Excerpt 02/25/20
    2. Letter 02/24/20 – S. Schneemann, Principal Architect
  - B. PEG Fee Cancellation Agreements
    1. Letter 04/15/20 – City Attorney
    2. Letter 03/16/20 – Y. Collins, AT&T

3. AT&T Video Service Local Franchise Agreement – Attachment 2 (reducing PEG fees)
4. Letter 03/13/20 – S. Dulin, Comcast
5. Comcast Video Service Local Franchise Agreement – Attachment 2 (reducing PEG fees)

C. Monthly Financial Report – March 2020

8. BIDS/PROPOSALS/  
CONTRACTS

- A. MDEQ – Eagle Subsurface Investigation of the Underground Fuel Tanks/Budget Amendment
1. Memo 03/10/20 – Director of Public Services
  2. Proposal: Ground Water & Environmental Services, Inc. (GES) 03/06/20
  3. Site Plan 08/21/29
  4. GES Standard Terms & Conditions
  5. Certificate of Liability Insurance

9. CLAIMS/ACCOUNTS

- A. 2019 Sewer Open Cut Repair Program
1. Fontana Construction Services Pay Estimate No. 1 03/30/20 - \$177,372.27.
- B. 2019 Sewer Structure Rehabilitation - L. Anthony Construction Inc.
1. Pay Estimate No. 7 03/05/20 - \$81,465.61;
  2. Pay Estimate No. 8 04/07/20 - \$30,137.20.
- C. Medstar Ambulance
1. Check Request 04/28/20 - \$56,250.00.
- D. City Engineer – Anderson Eckstein & Westrick
1. DPW Water & Sewer Barn Invoice No. 0125415 03/09/20 - \$5,050.00;
  2. General Engineering Invoice No. 0125679 03/18/20 - \$650.00;
  3. Vernier Rd Resurfacing – Fairway to ECL Invoice No. 0125680 03/18/20 - \$718.15;
  4. 2019 Sewer Structure Rehabilitation Invoice No. 0125681 03/18/20 - \$8,849.00;
  5. 2019 Sewer Open Cut Repair Program Invoice No. 0125682 03/18/20 - \$4,178.40;
  6. Beaufait Road Reconstruction-Mack to WCL Invoice No. 025683 03/18/20 - \$504.90;
  7. 2019-20 GIS Maintenance Invoice No. 0125685 - \$3,882.20;
  8. General Engineering-Parks Invoice No. 0125686 03/18/20 - \$2,000.00;
  9. Bournemouth WM Replacement Invoice No. 0125746 03/20/20 - \$3,334.25.p

- E. Assessing Services – WCA Assessing
  - 1. Invoice No. 04142020 04/14/20 - \$6,017.58.
- F. Legal Services – FCC
  - 1. Kitch Drutchas Wagner Valitutti & Sherbrook  
Invoice No. 466935 03/23/20 - \$90.00.
- G. Labor Attorney – Keller Thoma
  - 1. Invoice No. 118242 04/01/20 - \$1,262.27.
- H. City Attorney – Charles T. Berschback
  - 1. 03/31/20 – \$10,346.25;
  - 2. 04/27/20 - \$7,905.00.

10. NEW BUSINESS/PUBLIC COMMENT

11. ADJOURNMENT

**Lisa Kay Hathaway, MiPMC/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. If having trouble logging in, try a different browser e.g. Chrome.

<https://zoom.us/j/96228137223?pwd=MC8yTmZlVy81dnIjCa3gyUzRyblBjZz09>

Meeting ID: 962 2813 7223

Password: 293352

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.

Dial by your location

888 788 0099 US Toll-free

877 853 5247 US Toll-free

Meeting ID: 962 2813 7223

Password: 293352

Find your local number: <https://zoom.us/j/adA56zCKCr>

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>	313 882-9878
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
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**

**RESOLUTION**  
**ESTABLISHING RULES FOR REMOTE ATTENDANCE**  
**BY MEMBERS OF GROSSE POINTE WOODS CITY COUNCIL AND OTHER CITY PUBLIC BODIES**  
**AND MEMBERS OF THE PUBLIC AT PUBLIC MEETINGS DUE TO CORONAVIRUS PANDEMIC**

Minutes of a regular meeting of the City Council of the City of Grosse Pointe Woods, State of Michigan (the "City"), held electronically on May 4, 2020, at 7:00 p.m., prevailing Eastern Time.

PRESENT: Council Members:

ABSENT: Council Members:

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

WHEREAS, on March 10, 2020, Governor Whitmer declared a state of emergency as a result of the Coronavirus (COVID-19) outbreak; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency as a result of the COVID-19 outbreak; and

WHEREAS, the Michigan Department of Health and Human Services (MDHHS) issued Interim Recommendations for COVID-19 Community Mitigation Strategies; and

WHEREAS, such strategies include encouraging staff to tele-work when feasible, implementing social distancing measures, including limiting in-person meetings, and limiting large work-related gatherings; and

WHEREAS, on March 18, 2020, Governor Whitmer issued Executive Order 2020-15 (as amended by EO 2020-48) which temporarily suspends certain rules and procedures relating to physical presence of members at meetings and hearings of public bodies so as to enable public bodies to continue to conduct public business during the COVID-19 emergency and so as to enable the general public to continue to participate in government decision making without unduly compromising public health, safety, and welfare; and

WHEREAS, to implement MDHHS's mitigation strategies and allow the City Council and all other City boards, commissions, and committees (hereinafter referred to collectively as "Public Bodies") to continue to conduct public business, and to allow City Officials, City Employees, and the public to attend meetings of the Public Bodies remotely, consistent with and in compliance with Executive Order 2020-15 (as amended by EO 2020-48), and consistent with the City Council's ability to amend its own Rules of Order of Common Council the Grosse Pointe Woods City Council desires to establish rules regarding remote attendance set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED that the Grosse Pointe Woods City Council immediately authorizes its members, City Officials, City employees, members of other Public Bodies, and members of the public to attend all meetings of Public Bodies by telephone or other electronic means and establishes rules as follows:

A. NOTICE OF MEETINGS:

1. For every meeting to be held remotely pursuant to this Resolution, the City Clerk shall post the appropriate notice consistent with the Open Meetings Act, EO-2020-48, and City Code.

B. CONDUCT OF THE MEETING:

1. The telephone or other electronic technology utilized for the remote meeting shall permit the members of the Public Body in attendance to hear and be heard by the other members of the Public Body in attendance, and shall permit the participants from the general public to hear the members of the Public Body and be heard by the members of the Public Body and the other participants during a public comment period.
2. A member's remote attendance shall be considered attendance for the purpose of establishing a quorum.
3. Any vote by a member participating remotely pursuant to this resolution shall be counted in the total number of votes for any matter and shall not be held invalid for the reason that it was cast by a member remotely.
4. Roll call votes shall be taken if it is clear that the vote was not unanimous, or in any event at the request of the Chair or City Clerk.
5. For closed sessions conducted under this policy, each member and authorized attendee of the closed session shall not allow anyone else to hear or view the closed session.
6. Emails, texting, or other forms of electronic communication by or between

members during the meeting shall not be allowed.

7. Agenda items regarding Pledge of Allegiance to the Flag and Recognition of Commission Members are temporarily suspended.

C. ATTENDANCE BY MEMBERS OF THE PUBLIC:

1. If any member of the public is attending remotely, each member of the public shall be provided an opportunity to provide public comment during a public comment portion of the agenda. The Chair will first request comment from the public, and then may request comment from Council Members.

D. EFFECTIVE DATE AND TERM:

1. This Resolution and procedures shall remain in effect until modified by the City Council. If the EO 2020-59 or other "social distancing" orders or guidelines are modified or terminated, this Resolution allowing remote participation by members of "public bodies" and members of the public, shall continue to apply until modified by City Council. The City Council may revisit the applicability of this Resolution at any time in its discretion.

This Resolution is intended to establish rules for and authorize participation by remote access by members of City of Grosse Pointe Woods Public Bodies and attendance by remote access by members of the public in the interest of the public health, safety, and welfare during the COVID-19 outbreak and after while preserving meaningful access to meetings and communication for Public Body members and members of the public.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I, Lisa Kay Hathaway, Clerk of the City of Grosse Pointe Woods, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Council on , 2020, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be, or have been, made available as required by said Act.

Lisa Kay Hathaway, City Clerk  
May 1, 2020

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE  
POINTE WOODS HELD ON MONDAY, MARCH 16, 2020, IN THE COUNCIL-COURT ROOM  
OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS,  
MICHIGAN.

The meeting was called to order at 7:03 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke  
Council Members: Bryant, Granger, Koester, McConaghy  
Absent: Gafa

Also Present: City Administrator Smith  
City Attorney Berschback  
Treasurer/Comptroller Behrens  
Director of Public Safety Kosanke  
Director of Public Services Schulte  
City Engineer Lockwood  
Recreation Supervisor Gerhart

Motion by Granger, seconded by Bryant, that Council Member Gafa be excused from tonight's meeting.

Motion by Granger, seconded by Bryant, that the previous motion be amended by inserting, "as he is attending to a personal matter."

Motion carried by the following vote:

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

Motion by Bryant, seconded by McConaghy, that all items on tonight's agenda be received, placed on file, and taken in order of appearance, unless Council agrees to take it out of order.

Motion carried by the following vote:

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

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

Hearing no objections, New Business was moved to the beginning of the agenda. The Mayor spoke regarding the CORONA-19 virus and that the City Council should consider the following:

1. Consideration be given to postpone all Council and Commission meetings until May, unless new news is received, and then call a Special Council Meeting if there is something needed to address.
2. E-blasts to keep community up to date with changes relating to Coronavirus regarding cancellations and new information, and encouraging individuals to sign up with contacts through website/newspapers.
3. Develop COVID-19 strategies.
4. Acknowledge there will be some emergency expenditures by the City Administrator that he would have to report to the City Council.
5. Not a time for panic, but it is a time for caution.

Council also discussed the following:

1. Cancel Flower Sale.
2. Cancel Lochmoor event for Beautification Commission awards, which night the City could plan and make up the difference with City funds in the future if possible. In order to prepare, people need to be contacted, need to deal with vendors, and will need to determine what the status of Lochmoor will be at that time.
3. Cancel entertainment contracts for City sponsored events now, and wait and see to consider other things down the line; contracts for various City events such as Music on the Lawn and Fall Fest. If something changes the City can put something together pretty quick. Need to consider preparation for food, entertainment, and sponsor letters.
4. Consider canceling all City sponsored events including ice cream social, Memorial Day, and Tree Dedication Ceremony.

Other New Business discussed included discussion ensued regarding use of the pool and the marina, as well as water cresting the docks. The City Administrator provided an overview regarding neighboring City Hall closures to the public. Concerns were raised regarding use of the showers, walking through the showers, use of lavatories, walking the pool deck, and the number of people with respect to gatherings; but need to wait and see what is ordered by the Governor. The Mayor stated we will be postponing meetings until May with his ability to call a Special Meeting if something comes up to be addressed. When we return in May, approve the cost for opening/closing the pool, and we will be prepared. He stated once the virus crests it will take time to level off.

The Treasurer/Comptroller confirmed May 4<sup>th</sup> as the date on which the Council will set the Budget Public Hearing for May 18th. Discussion ensued regarding adopting the budget, Finance Committee Meetings to prepare for the budget, and observing the Open Meetings Act. The City

Attorney stated with respect to telecommunications, the City can open a room, have members call in as long as the public can hear what is discussed and participate in the meeting. State agencies have been permitted to teleconference. There was a discussion regarding attending meetings remotely by use of speaker phone and observing social distancing. The Treasurer/Comptroller was asked to provide the budget books earlier than usual, study them, pose questions to the City Administrator or Treasurer/Comptroller, and have one meeting. There was a brief discussion regarding the need to set a Compensation & Evaluation

Committee Meeting. There were suggestions to use Alexa View or Zoom for teleconferencing in the event a member is sick providing the ability to call in for purposes of attending meeting. A brief discussion ensued regarding Municipal Court needs.

Motion by Granger, seconded by Bryant, regarding meeting cancelations due to COVID-19, that the City Council cancel all Commission and Regular City Council meetings until May 2020.

Motion carried by the following vote:

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

The Mayor noted that motion would also include Committee-of-the-Whole Meetings.

Under discussion, the City Attorney advised the City Council that they were allowed to cancel the Regular City Council Meetings for April 2020.

There was a consensus that there should be email blasts to keep our community up to date with changes related to the Coronavirus including cancellations and new information, as well as encouraging individuals to sign up for email blasts on our website/newspapers.

There was a consensus that in the interim between Council Meetings, that the City Administrator may need to approve expenditures exceeding \$5,000.00 on an emergency basis.

The Council acknowledged that the Finance and Compensation & Evaluation Committees will need to meet. There was a concern raised regarding canceling the Flower Sale and whether the flowers had been purchased.

The Mayor declared a recess at 7:45 p.m., and reconvened at 7:50 p.m.

Motion by Koester, seconded by McConaghy, regarding the cancelation of 2020 city events, that the City Council cancel the May Flower Sale.

Motion carried by the following vote:

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

Motion by Koester, seconded by Bryant, regarding the cancelation of 2020 city events, that the City Council cancel the Beautification Commission Awards Ceremony.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Granger, that the City Council cancel all City events until further notice.

Motion by McConaghy, seconded by Granger, to amend the previous motion by deleting, “until further notice.”

Motion by McConaghy, seconded by Granger, to amend the previous motion by inserting, “for calendar year 2020.”

Motion by McConaghy, seconded by Granger, that the previous motion by amended by inserting, “including:

- Tree Commission Dedication;
- Flower Sale;
- All Pointes Cornhole Tournament;
- Senior Ice Cream Social;
- Memorial Day Ceremony Circle of Honor;
- Cook School Open Houses (June, July, September);
- Music on the Lawn (June, July, August);
- Campout & Movie;
- City Picnic/Fishing Derby;
- Labor Day Bridge Walk;
- Senior Picnic at the Park;
- Fall Fest;
- Public Safety Open House;
- Hob Nobbin’ with the Goblins;
- Woods Aglow;

- Polar Express;
- Senior Holiday Social;
- Hazardous Waste Days (April, October).”

Motion carried by the following vote:

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

Discussion ensued regarding the Little League Parade Permit and gathering/assembling more than 250 people. Council action was deferred until the future.

The Mayor declared a recess at 8:02 p.m., and reconvened at 8:05 p.m.

The Mayor confirmed with the Beautification Commission Chair that the flowers have not yet been purchased. The City Administrator and City Attorney were asked to check on the contract with Lochmoor.

Motion by McConaghy, seconded by Granger, regarding Parks and Recreation registration postponements, that the City Council postpone 2020 registrations for Park Use Registration Day, Park Swim Team and Synchronized Swimming Registration, and swim lessons until further notice.

Motion carried by the following vote:

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

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

1. City Council Minutes dated March 2, 2020.

Motion carried by the following vote:

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

Motion by Granger, seconded by Bryant, regarding **Agreement: Business Associate/Data Use – Remedy Partners**, that the City Council to concur with the recommendation of the Committee-

of-the-Whole at their meeting held March 2, 2020, and approve the Agreement with Remedy Partners, and authorize the City Administrator to sign said Agreement.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Granger, regarding **Schedule a Public Hearing: Special Land Use – Crosspointe Christian Church, 21336 Mack Avenue**, that the City Council postpone scheduling a Public Hearing to hear the request of Crosspointe Christian Church to install an elevator with a building addition.

The following individual was heard:

Leah Klynstra  
Merritt Cieslak Design

Motion carried by the following vote:

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

Regarding the **resignation – Senior Commission**, the Mayor accepted this resignation with regret, and direct that appropriate thanks and recognition be sent to Mr. Strek.

Motion by Granger, seconded by Bryant, regarding **pool opening**, that the City Council approve Aquatic Source to provide pool opening services in the amount of \$5,550.00, funds to be taken from Parks and Recreation Contractual Services, Pool Maintenance Account No. 101-774-818.103, and authorize the City Administrator to sign the proposal.

Motion carried by the following vote:

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

Motion by Bryant, seconded by McConaghy, regarding **Bark Mulch and Injection Services**, that the City Council approve bark mulch and injection services at a cost of \$18,950.00, and an amount not to exceed \$4,000.00 for contingency, for a total cost not to exceed \$22,950.00, funds to be taken from:

1. Lake Front Park Account No. 101-774-818.102 - \$ 4,000.00;
2. Major Streets Account No. 202-463-818.000 - \$18,950.00.

Motion carried by the following vote:

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

Motion by Koester, seconded by Bryant, regarding **Membership Dues: Traffic Improvement Association (TIA)**, that the City Council approve membership dues for the Traffic Improvement Association in the amount of \$5,040.00, funds to be taken from the Rentals/Contracts Fund Account No. 101-310-818.000.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, regarding **Parade or Procession Permit Application – Sunrise Senior Living**, that the City Council approve Sunrise Senior Living's Parade or Procession Permit Application to be held on May 21, 2020, at 10:00 a.m. and defer to their good judgement.

Motion carried by the following vote:

Yes: Bryant, Granger, McConaghy, Novitke  
No: Koester  
Absent: Gafa

Motion by Koester, seconded by Granger, regarding **purchase: Administration Office Furniture Replacements/Budget Amendment**, that the City Council approve the purchase of replacement office furniture from Interior Environments at a cost of \$97,775.80, to approve Stucky Vitale's Invoice No. 201-4228 (revised) 10/31/19 in the amount of \$10,076.76; and, to approve a budget

amendment in the amount of \$107,852.56 from Prior Year Reserve Fund Balance Account No. 101-000-699.000 into Improvements-City Hall Account No. 401-902-977.105.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, regarding **CDBG 2019 PY Reimbursements/Budget Transfer**, that the City Council authorize the City Administrator to sign necessary reimbursement documents, approve a budget transfer in the amount of \$20,000.00 from Account No. 101-000-699.000 into Account No. 245-730-872.000 in the amount of \$6,000.00 and into Account No. 245-730-998.000 in the amount of \$14,000.00; and, to approve payment of the following invoices:

1. PAATS Invoice No. 104 12/31/19 - \$6,000.00;
2. The Helm Life Center, Inc. Invoice 3396 02/18/20 - \$14,000.00.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, regarding **Wayne County Pays Program**, that the City Council opt out of the PAYS Program, and authorize the Treasurer/Comptroller to notify the Wayne County Treasurer of such.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **Monthly Financial Report – February 2020**, that the City Council refer this item to the Finance Committee.

Motion carried by the following vote:

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

Motion by Granger, seconded by McConaghy, regarding **contract: Landscape Abatement**, that the City Council approve a contract with Nu Appearance Landscaping to provide grass and weed abatement services (landscaping) from April 1, 2020, through March 31, 2021.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Granger, regarding **contract: 2019/20 Water Main Capital Improvement Program**, that the City Council approve a contract with Fontana Construction, Inc. for the 2019/20 Water Main Capital Improvement Program in the amount of \$850,658.10, approve construction engineering in an amount not to exceed \$127,500.00 and contingency in an amount not to exceed \$100,000.00; a cost not to exceed \$1,078,158.10, funds to be taken as follows:

Fontana contract	592-537-977.300	\$850,658.10
Construction Engineering	492-537-977.310	\$127,500.00
Contingency	592-537-977.300	\$100,000.00

Motion carried by the following vote:

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

The Mayor issued a **Proclamation** in remembrance of the **Holocaust**.

Motion by Koester, seconded by McConaghy, regarding **claims/accounts**, that the City Council approve payment of Items 10A – 10E as listed on the Council agenda and as identified in the pink sheet in the respective amounts and accounts listed, as follows:

- A. Milk River Drainage System
  - 1. County of Wayne Invoice No. 301868 02/11/20 - \$904,294.24:
    - a. Account No. 365-445-991.000 - \$723,048.00;
    - b. Account No. 365-445-992.000 - \$181,246.24.
- B. City Engineer-Anderson, Eckstein & Westrick
  - 1. DPW Water & Sewer Barn Invoice No. 0125034 02/10/20 - \$3,300.00;
    - a. Account No. 592-537-978.300.
  - 2. SAW Grant-Wastewater Asset Mgt Plan Invoice No. 0125058 01/21/20 - \$9,184.05;
    - a. Account No. 592-537-975.004.
- C. Professional Services
  - 1. McKenna Invoice No. 21849-23 03/08/20 - \$2,160.00; Account No. 101-180-702.000.
- D. Labor Attorney
  - 1. Keller Thoma Invoice No. 118200 03/01/20 - \$1,925.00; Account No. 101-210-810.000.
- E. Legal Services – FCC
  - 1. Kitch Drutchas Wagner Valitutti & Sherbrook Invoice No. 465382 02/29/20 - \$990.00; Account No. 101-210-812.000.

Motion carried by the following vote:

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

Nobody wished to be heard under Public Comment.

Motion by Granger, seconded by Koester, that tonight's meeting minutes be immediately certified.

Motion carried by the following vote:

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

Motion by Granger, seconded by Bryant, to adjourn tonight's meeting at 8:29 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

---

Nicole Gerhart  
Recreation Supervisor

---

Robert E. Novitke  
Mayor

Commission Approved  
3/12/20  
**RECEIVED**

FEB 20 2020



**City of Grosse Pointe Woods CITY OF GROSSE POINTE WOODS**  
**Historical Commission Minutes**  
**20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236**  
**Cook Schoolhouse February 13th, 2020**

**1. Call to Order**

The regular meeting of the Grosse Pointe Woods Historical Commission was called to order at 7:33 p.m. by Chairperson Sean Patrick Murphy.

**2. Roll Call**

**Present:** Del Harkenrider, Shirley Hartert, Suzanne Kent, Stephanie Listman, Lynne Millies, Sean Patrick Murphy, Becky Veitengruber, Giles Wilborn

**Excused:** Mary Kaye Ferry, Jim Motschall, Frank Romano

**Also Present:** Council Representative Kenn Gafa, GPW resident George Bailey.

**3. Approval of Minutes**

**Motion** by Hartert, seconded by Kent to approve the January 9, 2020 minutes as presented. Ayes: all. Motion carried.

**4. Items**

**A. Treasurer's Report:** Murphy reported for Motschall that the Cook Schoolhouse balance is \$30,523.11 and the balance of the Historical Commission is \$1,653.82.

**B. Cook School Report:** Millies reported that the bathroom door had been painted.

**C. Commission Files Report:** Wilborn continued cataloguing and filing photos for the commission.

**5. Old Business**

**A. Memorial Day:** Kent reported for Ferry. Commission went over "Things to Do List."

**B.** Kent shared slates and Sears catalogue replicas that commission ordered.

**C.** Murphy distributed *Grosse Pointe Woods Historical Commission- Annual Report 2019*. This document was created by Motschall.

**Motion** by Hartert, seconded by Millies to approve the 2019 annual report, as presented. Ayes: all. Motion carried.

#### **6. New Business**

- A.** Photos of Lakefront Park are matted, framed and ready to be hung. Commission will contact Frank Schulte for help with that.
- B.** Murphy shared ideas of high school interns volunteering, learning and contributing to our commission. Discussion ensued.

#### **7. Public and Commissioner Comments**

- A.** GPW resident George Bailey noted his concern that the antique desks of the schoolhouse were not placed neatly, while in storage.
- B.** Council Representative Gafa shared city updates- the city bought computers for upcoming election. Gafa advised the commission to submit budget for 2021 as soon as possible.

#### **8. Adjournment**

The meeting was adjourned at 9:25p.m. by Chairperson Murphy.

Respectfully submitted: Becky Veitengruber, Acting Secretary for Mary Kaye Ferry.

***The next meeting of the Grosse Pointe Woods Historical Commission will take place on March 12th, 2020 at 7:30 p.m. in the Cook Schoolhouse, 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236***

PLANNING COMMISSION EXCERPT  
02-25-20

THE MEETING WAS THEREUPON OPENED AT 7:05 P.M. FOR A PUBLIC HEARING REGARDING THE APPLICATION OF CROSSPOINTE CHRISTIAN CHURCH, 21336 MACK AVENUE, GROSSE POINTE WOODS, REQUESTING TO CONSTRUCT A 1,900 SQ. FT. ADDITION FOR AN ELEVATOR, ELEVATOR EQUIPMENT ROOM, AND AN OFFICE.

Motion by Profeta, seconded by Gilezan, that for purposes of the public hearing the following items be received and placed on file:

- A. PC Excerpt – 01/28/20
- B. Affidavit of Legal Publication – 02/06/20
- C. Affidavit of Property Owners Notified w/list – 02/06/20
- D. GIS Maps (2 pgs)
- E. Memo w/photos (5) – 02/19/20 - Building Official (Tutag)
- F. Proposed Resolutions – Approving & Denying – City Attorney (Berschback)
- G. Memo – 02/01/20 – DPW Director (Schulte)
- H. Memo – 02/12/20 – DPS Director (Kosanke)
- I. Memo – 01/31/20 – Fire Inspector (Provost)
- J. Letter of Request – 01/24/20 – Merritt Ceislak Design (S. Schneeman)
  - (1) Site Plan Review & Special Land Use Permit Application – 11/26/19
  - (2) Site Plan Review Meeting Checklist (3 pgs)
    - (1) Sheet G-000 – 11/25/19
    - (2) Boundary, Topographic, and Tree Survey Sheet 1 of 2
    - (3) Boundary, Topographic, and Tree Survey Sheet 2 of 2
    - (4) Sheet AS-100 - Partial Site and Site Demolition Plans
    - (5) Sheet AS-101 – Enlarged Partial Site and Landscape Plan & Details
    - (6) Sheet AS-301 – Floor Plans
    - (7) Sheet A-601 Exterior Elevations

Motion carried by the following vote:

YES: Bailey, Fuller, Gilezan, Hamborsky, Ketels, Profeta, Rozycki, Vaughn Vitale  
NO: None  
ABSENT: None

The Building Official provided an overview of his memo dated February 19, 2020, regarding the Special Land Use/Site Plan Review of Crosspointe Christian Church for the construction of an elevator, elevator equipment room, and an office. The Building official stated it was a top notch plan and recommends approval.

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

Matt Swiateck, Pastor of Crosspointe Christian Church  
Wayne Wagner, lifetime member

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. Nobody wished to be heard.

Motion by Gilezan, seconded by Vaughn, that the public hearing be closed at 7:13 p.m.  
PASSED UNANIMOUSLY.

Discussion ensued regarding the Commission Members' perspective of the petitioner's request. The architect of Merritt Cieslak Design displayed samples of materials to be used for the project and responded to questions from the Commission.

Motion by Bailey, seconded by Rozycki, regarding Public Hearing – Crosspointe Christian Church, 21336 Mack Avenue, Grosse Pointe Woods, which is requesting to construct a 1,900 sq. ft. addition for an elevator, elevator equipment room, and an office, that the Planning Commission recommends to City Council approval of Crosspointe Christian Church's Special Land Use application and adopt the resolution as presented, including immediate certification of these minutes.

Motion carried by the following vote:

YES:	Bailey, Fuller, Gilezan, Hamborsky, Ketels, Profeta, Rozycki, Vaughn Vitale
NO:	None
ABSENT:	None

24 January 2020

Planning Commission  
City of Grosse Pointe Woods  
21336 Mack Avenue  
Grosse Pointe Woods, MI 48236

Re: Crosspointe Christian Church – Addition  
Site Plan Approval / Special Land Use  
Project No. 17205

Planning Commission:

Please add the following project to the February Planning Commission agenda. Crosspointe Christian Church, located at 21336 Mack Avenue, has submitted an application for Site Plan and Special Land Use Approvals for an addition to their existing facility.

The proposed addition is 1,905 square feet and is located on the northeast side of the existing building. This proposed space acts as a new main entrance. It contains a new lobby area as well as an elevator providing access to all three existing floor levels. Three offices are also included in the work scope, however, there are no additional staff members being employed. There will be minimal changes to the site directly adjacent to the proposed addition without any changes being made to the parking lot.

Thank you for your consideration in this regard.

Sincerely,  
Merritt Cieslak Design



Steven Schneemann  
Principal Architect



33610 Grand River Avenue | Farmington, Michigan 48335 | 248.374.0001 | [www.merrittcieslakdesign.com](http://www.merrittcieslakdesign.com)

RECEIVED

APR 15 2020

7B

**CHARLES T. BERSCHBACK**

Attorney and Counselor at Law

24053 JEFFERSON AVENUE  
ST. CLAIR SHORES, MICHIGAN 48080  
blbwlaw@yahoo.com

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

(586) 777-0400  
FAX (586) 777-0430

April 15, 2020

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

RE: AT&T PEG Fee Cancellation Amendment

Dear Mayor and Council:

On March 5, 2020, the City notified AT&T, Comcast, and WOW that it had cancelled the PEG services with the Grosse Pointe War Memorial. The letter notified each carrier that the City intended to eliminate PEG services to residents and that the carriers should no longer bill residents for PEG services. I am following up with all three carriers to implement this action.

I have now enclosed the cover letter from AT&T and "attachment 2" to the Uniform Video Service Local Franchise Agreement for approval and processing. This attachment is a simple amendment which makes clear that the PEG fee is reduced from 2% to 0%. It is anticipated that the City will receive similar requests from Comcast and WOW in the near future.

It would be the prerogative of Council to authorize the amendment to the Video Service Local Franchise Agreement with AT&T to reduce the current PEG fee to 0%, authorize the City Administrator to sign the attachment, and further authorize the City Administrator to sign similar amendments with Comcast and WOW reducing the PEG fee to 0% after review of the proposed amendment by the City Attorney.

If you have any questions please call.

Very truly yours,

/s/ Chip Berschback

CHIP BERSCHBACK

CTB:gmr

Enclosure

cc: Bruce Smith  
Lisa Hathaway  
Cathy Behrens



Yvette M. Collins  
Director – External Affairs

Ms. Lisa Hathaway, City Clerk  
221 North Washington Square  
Ground Floor – Room 1  
Lansing, MI 48201  
March 16, 2020  
Office: (517) 334-3708  
Mobile: (517) 515-6123  
Page 1  
vc5453@att.com

**DRAFT**

March 16, 2020

Ms. Lisa Hathaway, City Clerk  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

VIA UPS OVERNIGHT DELIVERY

Re: Attachment 2 to Video Service Local Franchise Agreement  
Between AT&T Michigan and the City of Grosse Pointe Woods

Dear Ms. Hathaway:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, Michigan Bell Telephone Co. doing business as AT&T Michigan ("AT&T") hereby files **Attachment 2** to the Uniform Video Service Local Franchise Agreement ("Agreement") by and between the City of Grosse Pointe Woods, a Michigan Municipal corporation (the "Franchising Entity") and AT&T (the "Provider") executed as of September 19, 2016. Attachment 2, specifically Section D, revises Section VIII, PEG Fees of the Agreement to reduce the PEG fee from 2% to 0%.

If there are any questions concerning the enclosed filing, please contact Mark R. Ortlieb, Attorney for AT&T Michigan, at 312-727-6705.

Sincerely,

Yvette M. Collins

Attachment

Cc: Mr. Bruce Smith, City Administrator, City of Grosse Pointe Woods, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236

Mr. Mark R. Ortlieb, AT&T Michigan, 225 West Randolph Street, Floor 25D,  
Chicago, IL 60606

## ATTACHMENT 2

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

**Affected Franchise Agreement(s):** Grosse Pointe Woods and Michigan Bell Telephone Company d/b/a AT&T Michigan

Date: March 16, 2020

Type of Change (Check One): ☒ Amended ☐ Termination ☐ Transfer

Current information on record:

Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 221 North Washington Square		
Address 2: 1st Floor		Phone: 517-334-3708
City: Lansing	State: Michigan	Zip: 48933
Federal I.D. No. (FEIN): 38-0823930		

**For Amended Agreement(s):** Agreement that is being Amended: City of Grosse Pointe Woods and Michigan Bell Telephone Company d/b/a AT&T Michigan, dated September 19, 2016

Types of Amendments:

A. Change in Legal Name or assume business name, etc: (Approval from Secretary of State must be attached.)

1. Existing Name:
2. New Name:

B. Change in Principal Business Address or Name of Person Authorized to Receive Notice:

1. New Principal/business office address:

Address 1:	
Address 2:	
City, State, Zip:	
Email:	
Phone:	Fax:

2. New Name and Title of person authorized to receive notice:

Name:	Title:
Address 1:	
Address 2:	
City, State, Zip:	
Email:	

C. Increase/Decrease in the Territory:

1. <u>Reason for the change:</u>
2. <u>Description of change:</u>
3. <u>List the new unit(s) and unincorporated area(s) to be served under this change:</u>

D. Additional changes (please attach any additional changes that have been made, which have not been previously recorded in this Attachment):

Reduction in the PEG fee specified in Section VIII.A.2. from 2% to 0%.

**For Termination:**

Effective date of Termination:
Agreement associated with the Termination:
Identify the number of customers covered by the Agreement being terminated:
Identify the method used to notify the Franchising Entity of the termination of service (Attach a copy of the notification):

**For Transfer of Agreement(s):**

(A transfer will require the new franchise holder or new controlling parent company to complete the information for the "New Agreement Holder")

<u>Name of Current Franchise Holder:</u>	
Contact Name:	
Address 1:	
Address 2:	
City, State, Zip:	
Email:	
Phone:	Fax:
Federal I.D. No. (FEIN):	

--

Name of New Franchise Holder or controlling parent company as applicable:	
Contact Name:	
Address 1:	
Address 2:	
City, State, Zip:	
Email:	
Phone:	Fax:
Federal I.D. No. (FEIN):	
Email:	

Company executive officers:

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

**Describe the video service area footprint as set forth in Section 2(3)(e) 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.)**

--

**[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]]

*Explain the transaction that defines the transferee as a successor in interest (Attachments are acceptable):*

--

Effective date of Transfer:

*(Per 2006 Public Act 480: A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer)*

Agreement associated with the Transfer:

**For All Applications:**

**Verification  
(Provider)**

I, YVETTE M. COLLINS, 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):* YVETTE M. COLLINS, Director - External Affairs

*Signature:*

*Date:*

**(Franchising Entity)**

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

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_



*Sent Via Email*

March 13, 2020

Ms. Lisa Hathaway, City Clerk  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

**Re: Michigan Uniform Video Service Local Franchise Agreement Attachment 2**

Dear Ms. Hathaway:

In accordance with the instructions set forth by the Michigan Public Service Commission in its provision of the Uniform Video Service Local Franchise Agreement, enclosed please find an Attachment 2 memorializing the PEG fee removal that was requested by the City.

Please sign and date page 4 and return a copy.

If you have any questions, please contact me directly at 734-359-1852.

Sincerely,

Shannon E. Dulin  
Manager, External Affairs  
Comcast, Heartland Region  
27800 Franklin Rd.  
Southfield, MI 48034

Cc: Charles T. Berschback, City Attorney

## ATTACHMENT 2

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

**Affected Franchise Agreement(s):** City of Grosse Pointe Woods and Comcast of Grosse Pointe, Inc.

Date: March 10, 2020

Type of Change (Check one): ☒ Amended ☐ Termination ☐ Transfer

Current information on record:

Applicant's Name: Comcast of Grosse Pointe, Inc.		
Address 1: 41112 Concept Dr.		
Address 2:		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 13-3018299		

**For Amended Agreement(s):**

Agreement that is being Amended: City of Grosse Pointe Woods and Comcast of Grosse Pointe, Inc.

**Types of Amendments:**

~~A. Change in Legal Name or assume business name, etc. (Approval from Secretary of State must be attached.)~~

<del>1. Existing Name: _____</del>
<del>2. New Name: _____</del>

~~B. Change in Principal Business Address or Name of Person Authorized to Receive Notice:~~

~~1. New Principal/business office address:~~

<del>Address 1:</del>	
<del>Address 2:</del>	
<del>City, State, Zip:</del>	
<del>Email:</del>	
<del>Phone:</del>	<del>Fax:</del>

~~2. New Name and Title of person authorized to receive notice:~~

<del>Name: _____</del>	<del>Title: _____</del>
<del>Address 1:</del>	
<del>Address 2:</del>	
<del>City, State, Zip:</del>	
<del>Email:</del>	
<del>Phone:</del>	<del>Fax:</del>

C. Increase/Decrease in the Territory:

1. Reason for the change:

2. Description of change:

3. List the new unit(s) and unincorporated area(s) to be served under this change:

D. Additional changes (please attach any additional changes that have been made, which have not been previously recorded in this Attachment):

The amount of PEG fee in Section VIII A.1 & 2 is modified pursuant to City's written request dated March 5, 2020 . The 1.15 % PEG fee shall be amended to "0" and Comcast will no longer collect and remit PEG fees to the city of Grosse Pointe Woods as of February 29, 2020. Official written request is adhered to this Attachment 2.

**For Termination:**

Effective date of Termination: \_\_\_\_\_

Agreement associated with the Termination: \_\_\_\_\_

Identify the number of customers covered by the Agreement being terminated: \_\_\_\_\_

Identify the method used to notify the Franchising Entity of the termination of service (Attach a copy of the notification): \_\_\_\_\_

**For Transfer of Agreement(s):**

(A transfer will require the new franchise holder or new controlling parent company to complete the information for the "New Agreement Holder")

Name of Current Franchise Holder: \_\_\_\_\_

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

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

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

Fax: \_\_\_\_\_

Federal I.D. No. (FEIN): \_\_\_\_\_

ATTACHMENT 2

Name of New Franchise Holder or controlling parent company as applicable: _____	
Contact Name: _____	
Address 1: _____	
Address 2: _____	
City, State, Zip: _____	
Email: _____	
Phone: _____	Fax: _____
Federal I.D. No. (FEIN): _____	
Email: _____	

Company executive officers:

Name(s): _____
Title(s): _____
Person(s) authorized to represent the company before the Franchising Entity and the Commission: _____

Describe the video service area footprint as set forth in Section 2(3)(e) 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.)

_____
-------

[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]]

Explain the transaction that defines the transferee as a successor-in-interest (Attachments are acceptable):

--

Effective date of Transfer: \_\_\_\_\_

(Per 2006 Public Act 480: A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer)

Agreement associated with the Transfer: \_\_\_\_\_

**For All Applications:**

**Verification  
(Provider)**

I, Timothy P. Collins, of lawful age, and being first duly sworn, now state: 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): Timothy P. Collins, Regional Senior Vice President

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

*T. P. Collins*

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

*3-11-2020*

**(Franchising Entity)**

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

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_

ATTACHMENT2

MEMO 20-23

RECEIVED 8A  
MAR 19 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services F S,  
DATE: March 10, 2020  
SUBJECT: MDEQ – EGLE Subsurface Investigation of the Underground Fuel Tanks – DPW

On July 18, 2018, the city was informed that the old gasoline and diesel underground storage tank had a fuel release at the Department of Public Works yard. The Michigan Department of Environmental Quality (MDEQ) was notified as required.

The State of Michigan provides coverage for pollution control removal for municipalities. The coverage is provided by the Michigan Underground Storage Tank Authority (MUSTA) with a \$2,000.00 deductible fee, previously approved by Council on 4/9/2018.

The initial subsurface investigation was done to determine if the soil and groundwater were impacted. Also, required was the completion of an Initial Assessment Report for submittal to the Michigan Department of Environmental Quality (MDEQ). Groundwater & Environmental Services, Inc. was hired by the city to perform this work. To date, the city has been reimbursed a total, of \$20,516.70 under the Michigan Underground Storage Tank Authority (MUSTA) fund.

For clarification, the Michigan Department of Environmental Quality (MDEQ) is now known as the Department of Environment, Great Lakes, and Energy (EGLE).

On September 13, 2019, Groundwater & Environmental Services, Inc. on behalf of the City of Grosse Pointe Woods submitted the findings of the Initial Assessment Report of the gasoline and diesel release area to the Department of Environment, Great Lakes, and Energy (EGLE). On December 13, 2019, the Department of Environment, Great Lakes, and Energy (EGLE) concluded that additional testing outside of the initial investigation area is required before the report may be finalized.

The Department of Environment, Great Lakes, and Energy (EGLE) is requiring additional subsurface investigation to determine if a larger area of soil and groundwater was impacted. This work includes the placement of additional soil borings and monitoring wells to evaluate the groundwater conditions outside of the prior location of the fuel tanks. Also included is the completion of the Final Assessment Report for submittal to the Department of Environment, Great Lakes, and Energy (EGLE).

Therefore, I recommend Groundwater & Environmental Services, Inc. to complete this mandatory work. The city will have to pay Groundwater Environmental Services, Inc. and the cost will be reimbursed under the Michigan Underground Storage Tank Authority (MUSTA). Groundwater Environmental Services, Inc. handles all of the preparation and submittal to the Michigan Underground Storage Tank Authority (MUSTA). Listed below is the breakdown of the proposed costs:

	Amount
Site Assessment	\$143,003.40
Site Closure	\$16,603.00
<b>Total Project Cost</b>	<b>\$159,606.40</b>
<b>Reimbursement From MUSTA</b>	<b>\$159,606.40</b>

This was not a budgeted item and will require a budget amendment from the Motor Vehicle Fund balance account no. 640-000-395.000 in the amount of \$159,606.40 into Capital Expense-DPW account no. 640-852-977.200.

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

Bruce J. Smith 3/19/2020  
Bruce J. Smith, City Administrator

Fund Certification:

Account numbers and amounts have been verified as presented.

Cathy Berkus  
Cathy Berkus, Treasurer/Comptroller

**PROPOSAL FOR: City of Grosse Pointe Woods****Facility:**

1200 Parkway

Grosse Pointe Woods MI 48236

**GES Project No: 1704028****Client Contact: Frank Schulte****Client Authorization (e.g., PO): 19-45199****Contract Reference:****Proposed Scope and Costing****Proposal Name/Title:** Work Required by EGLE to achieve Closure**Total "GROSS" Budget: \$159,606.40****Scope of Work**

The purpose of this cost estimate is for the required assessment, monitoring and reporting activities pursuant to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Remediation and Redevelopment Division (RRD) Part 213, Section 324.21311a of the Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

This cost estimate comprises the activities required by EGLE to complete its evaluation of the Final Assessment Report (FAR) and to petition the EGLE for Closure of the open confirmed gasoline and diesel release C-0135-18 at the City of Grosse Pointe Woods – Department of Public Works (DPW) yard.

On September 13, 2019, as required by Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Groundwater & Environmental Services, Inc. (GES) on behalf of the City of Grosse Pointe Woods - DPW, submitted a FAR to the EGLE -RRD, for the open gasoline and diesel release C-0135-18 from the former underground storage tank (UST) system at the City of Grosse Pointe Woods – DPW yard, located at 1200 Parkway Drive, Grosse Pointe Woods, (site).

On December 13, 2019, in a letter titled "Final Assessment Report: Insufficient Information", the EGLE concluded that they do not have sufficient information to make a decision that corrective actions have been conducted to approve the FAR.

On January 24, 2020, GES met with the EGLE on behalf of City of Grosse Pointe Woods - DPW to clarify EGLE's concerns for the site. The EGLE requested further soil, groundwater and soil vapor data in order to complete its review of the FAR. Consequently, additional monitoring wells and/or soil borings are required in order to define the shallow contamination on site. Likewise, additional sub-slab vapor pins are necessary to assess the indoor air intrusion pathway within the maintenance buildings. While traditionally, the EGLE relied on selected indicator compounds to define soil and groundwater contamination, currently, the EGLE requires that all regulated substances that the UST system contained at the time of the release, or contained historically shall be evaluated. Consequently, soil and groundwater analysis must comprise a full scan of Volatile Organic Compounds (VOCs) and Semi-Volatile Organic Compounds (SVOCs).

The following activities are required by EGLE to complete its evaluation of the FAR and to achieve Closure of the open gasoline and diesel release C-0135-18.

**Phase I**

1. Task 02/100. Work Plan Preparation. GES will prepare detailed work plans to complete the required subsurface investigations including installation of Monitoring Wells, Soil Borings, Sub-Slab Vapor Pins, and subsequent groundwater and soil vapor sampling activities.

2. Task 02/101. HASP Preparation/Update. GES will prepare and implement a written health and safety plan (HASP) in accordance with OSHA's HAZWOPER standard (29 CFR 1910.120).

3. Task 02/201. Well Installation/Soil Borings. GES will oversee installation of up to 20 additional shallow monitoring wells and/or soil borings in order to define limits of the contamination on-site, three (3) of the soil borings may be installed

inside the maintenance building. The obtained soil samples will be analyzed for Total Petroleum Hydrocarbons (TPH) Gasoline-Range Organics (GRO) and Diesel range organics (DRO) as well as full scan of VOCs and SVOCs. This work will be scheduled for Q2 2020.

4. Task 02/201. Sub-Slab Vapor Pins Installation. GES will install up to 12 additional sub-slab vapor pins through the floor of the maintenance buildings, based on sampling density in a commercial building greater than 10,000 square feet. This is to assess the indoor air intrusion pathway associated with potential diesel/gasoline vapors migrating through subsurface soils into the overlying buildings. This work will be scheduled for Q2 2020.

5. Task 02/206. Monitoring Well Sampling. GES will complete four (4) quarters of groundwater sampling from all existing monitoring well locations for laboratory analysis of full VOCs and SVOCs scan in accordance with the EGLE current recommendations. This work will be scheduled for Q2 2020 through Q1/Q2 2021.

6. Task 02/210. Air Monitoring/Sampling Sub-Slab Vapor Pin Sampling. GES will complete four (4) quarters of soil vapor sampling from all existing sub-slab vapor pin locations for laboratory analysis in accordance with the EGLE current Guidance Document for the Vapor Intrusion Pathway, Appendix F.3 – Sampling Utilizing USEPA Method TO-15. This work will be scheduled for Q2 2020 through Q1/Q2 2021.

7. Task 02/191 and Task 02/193. Client/Third Party Meetings, Correspondence and Communications with EGLE and the Client throughout duration of the project to discuss remedial requirements and path to closure.

8. Task 02/194. Reimbursement Agency invoice submittal and correspondence throughout duration of the project.

#### Phase II

9. Task 02/815. Conceptual Site Model (CSM) Development. Upon obtaining the additional data, GES will update the CSM describing human health and ecological risk assessment. The CSM will evaluate exposure pathways to human and ecological receptors i.e. physical, chemical and biological processes that control the transport, migration and current or potential impacts of contamination in soil, groundwater, and soil vapor to human and/or ecological receptors. To be completed by Q3 2021.

10. Task 02/118. Deed/Registry Research Restricted Covenant (RC). GES will finalize Nonresidential Land and Resource Use Restrictions for the site. The proposed RC will ensure that the use of the property remains commercial, and warrant that a protective barrier i.e. asphalt/concrete remains in place to prevent direct contact with the contaminated soils. Further the RC will prohibit construction of wells to extract groundwater in the area subject to the restrictions and require an evaluation and/or mitigation of potential vapor risks. The final executed copy of the RC will be recorded at the Wayne County Register of Deeds Office. To be completed by Q3 2021.

11. Task 02/284. Site Survey. A professional survey of the entire property and survey of the area subject to the above restrictions will be completed and included in the final executed copy of the RC. To be completed by Q3 2021.

#### Phase III

12. Task 03/138. Site Closure Report. Upon four (4) quarters of satisfactory laboratory data GES will draft and submit a Closure Report to EGLE-RRD. As required by Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. The Closure Report will include Summary of Corrective Action Activities and documentation of that the corrective actions that have been completed, closure verification sampling results, and the recorded RC. Prior to submittal to the EGLE-RRD an electronic copy of the Closure Report will be submitted for your review and signature. To be completed by Q4 2021.

13. Task 03/297. Well Abandonment. Upon EGLE approval of the Closure Report within 180 days and closure of the C-0135-18 release, GES will abandon all monitoring wells and sub-slab vapor pins on site. To be completed by Q3 2022.

Michigan Underground Storage Tank Authority (MUSTA) Cleanup Fund Claim Number 18-091 for the above-mentioned facility, has been approved for a maximum reimbursement limit of \$1,000,000.00 minus deductible of \$2,000. The Claim Balance is \$965,029.05.

Specifically, this proposal includes project tasks requested by EGLE during the January 24, 2020, FAR: Insufficient Information meeting. The estimated costs include the work required to attain the additional soil, groundwater and soil vapor analytical data to be obtained during subsurface investigations and subsequent four (4) quarters of groundwater and soil vapor sampling. This proposal does not include any additional work, which may be further required by the EGLE as a result of the analytical data obtained. If additional work is required by the EGLE, another proposal will be provided to City of Grosse Pointe Woods – DPW for further assessment and reporting activities.

**02 Site Assessment**

Ph/Tsk/Act	Item No.	Description	Class	UOM	Rate	Item Qty	Item Total
02/201	NA	Well Installation/Soil Borings Monitoring Wells and Sub-Slab Vapor Pins	T&M	Each	\$34,382.20	1	\$34,382.20
02/206	NA	Monitoring Well Sampling	T&M	Each	\$12,361.80	4	\$49,447.20
02/210	NA	Air Monitoring/Sampling Sub-Slab Vapor Pin Sampling	T&M	Each	\$7,983.00	4	\$31,932.00
02/100	NA	Work Plan Preparation	T&M	Each	\$2,700.00	1	\$2,700.00
02/101	NA	HASP Preparation/Update	T&M	Each	\$273.00	3	\$819.00
02/191	NA	Client/Third Party Correspondence	T&M	Each	\$3,028.00	1	\$3,028.00
02/193	NA	Client Third Party Meetings	T&M	Each	\$5,814.00	1	\$5,814.00
02/194	NA	Reimbursement Agency Correspondence	T&M	Each	\$1,590.00	1	\$1,590.00
02/284	NA	Site Survey / Map Prep Professional Survey of Property	T&M	Each	\$4,310.00	1	\$4,310.00
02/118	NA	Deed/Registry Research Restricted Covenant (RC)	T&M	Each	\$3,068.00	1	\$3,068.00
02/815	NA	CSM Development	T&M	Each	\$5,913.00	1	\$5,913.00

02 Site Assessment Total: \$143,003.40

**03 Site Closure**

Ph/Tsk/Act	Item No.	Description	Class	UOM	Rate	Item Qty	Item Total
03/297	NA	Well Abandonment and Sub-Slab Vapor Pins	T&M	Each	\$10,253.00	1	\$10,253.00
03/138	NA	Site Closure Report	T&M	Each	\$6,350.00	1	\$6,350.00

03 Site Closure Total: \$16,603.00

**Details for Time and Materials (T+M) Contract Items****T+M Breakout for: Well Installation/Soil Borings**

Ph/Tsk/Act 02/201 Details: Monitoring Wells and Sub-Slab Vapor Pins

**Qty Subtotal Total**

1 \$34,382.20 \$34,382.20

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
A3	Admin II	4	1	/hr	\$59	\$236.00
G4	Graphics/CADD Operator II	6	1	/hr	\$62	\$372.00
P3	Staff Professional	14	1	/hr	\$85	\$1,190.00
P4	Project Professional	14	5	/hr	\$96	\$6,720.00
P4	Project Professional	3	5	/hr	\$96	\$1,440.00
P6	Principal	1	5	/hr	\$130	\$650.00
	Laboratory Testing - Soil TPH - GRO 8015	21	26	\$+10%	\$1.1	\$600.60
	Laboratory Testing - Soil TPH - DRO 8015	28	26	\$+10%	\$1.1	\$800.80
	Laboratory Testing - Soil VOCs Full Scan 8260	55	26	\$+10%	\$1.1	\$1,573.00
	Laboratory Testing - Soil SVOCs Full Scan 8270	118	26	\$+10%	\$1.1	\$3,374.80
	Subcontractor - Driller	13750	1	\$+10%	\$1.1	\$15,125.00
	Subcontractor - Waste Removal and disposal of soil drums	1000	1	\$+10%	\$1.1	\$1,100.00
1601	Photoionization Detector	1	4	DY	\$75	\$300.00
1603	LEL O2 meter/Explosimeter	1	4	DY	\$35	\$140.00
1640	Laser Level Survey	1	2	DY	\$55	\$110.00
5602	Pickup Truck Full Size	1	5	DY	\$130	\$650.00

**T+M Breakout for: Monitoring Well Sampling**

Ph/Tsk/Act 02/206 Details:

**Qty Subtotal Total**

4 \$12,361.80 \$49,447.20

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
A4	Admin II	3	1	/hr	\$59	\$177.00
G4	Graphics/CADD Operator II	3	1	/hr	\$62	\$186.00
P3	Staff Professional	12	1	/hr	\$85	\$1,020.00
P4	Project Professional	3	4	/hr	\$96	\$1,152.00
P6	Principal	1	1	/hr	\$130	\$130.00
T4	Senior Technician	12	4	/hr	\$78	\$3,744.00
	Laboratory Testing - Groundwater VOCs 8260	48	28	\$/10%	\$1.1	\$1,478.40
	Laboratory Testing - Groundwater SVOCs 8270	118	28	\$/10%	\$1.1	\$3,634.40
7201	Water Sampling Package	1	4	DY	\$210	\$840.00

**T+M Breakout for: Air Monitoring/Sampling** Qty Subtotal Total  
**Ph/Tsk/Act 02/210 Details: Sub-Slab Vapor Pin Sampling** 4 \$7,983.00 \$31,932.00

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
A3	Admin II	3	1	/hr	\$59	\$177.00
P3	Staff Professional	12	1	/hr	\$85	\$1,020.00
P4	Project Professional	2	2	/hr	\$96	\$384.00
P6	Principal	1	2	/hr	\$130	\$260.00
T4	Senior Technician	12	2	/hr	\$78	\$1,872.00
	Laboratory Testing - Other TO-15	175	20	\$/10%	\$1.1	\$3,850.00
7101	O&M Package	1	2	DY	\$210	\$420.00

**T+M Breakout for: Work Plan Preparation** Qty Subtotal Total  
**Ph/Tsk/Act 02/100 Details:** 1 \$2,700.00 \$2,700.00

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
P4	Project Professional	20	1	/hr	\$96	\$1,920.00
P6	Principal	6	1	/hr	\$130	\$780.00

**T+M Breakout for: HASP Preparation/Update** Qty Subtotal Total  
**Ph/Tsk/Act 02/101 Details:** 3 \$273.00 \$819.00

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
A4	Admin II	3	1	/hr	\$59	\$177.00
P4	Project Professional	1	1	/hr	\$96	\$96.00

**T+M Breakout for: Client/Third Party Correspondence** Qty Subtotal Total  
**Ph/Tsk/Act 02/191 Details:** 1 \$3,028.00 \$3,028.00

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
P4	Project Professional	18	1	/hr	\$96	\$1,728.00
P6	Principal	10	1	/hr	\$130	\$1,300.00

**T+M Breakout for: Client Third Party Meetings** Qty Subtotal Total  
**Ph/Tsk/Act 02/193 Details:** 1 \$5,814.00 \$5,814.00

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
P4	Project Professional	8	3	/hr	\$96	\$2,304.00
P6	Principal	8	3	/hr	\$130	\$3,120.00
5602	Pickup Truck Full Size	1	3	DY	\$130	\$390.00

**T+M Breakout for: Reimbursement Agency Correspondence** Qty Subtotal Total  
**Ph/Tsk/Act 02/194 Details:** 1 \$1,590.00 \$1,590.00

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
A4	Admin II	1	10	/hr	\$59	\$590.00
P4	Project Professional	1	5	/hr	\$96	\$480.00
P6	Principal	1	4	/hr	\$130	\$520.00

**T+M Breakout for: Site Survey / Map Prep****Ph/Tsk/Act 02/284 Details: Professional Survey of Property**

**Qty Subtotal Total**  
**1 \$4,310.00 \$4,310.00**

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
A4	Admin II	2	1	/hr	\$59	\$118.00
P3	Staff Professional	10	1	/hr	\$85	\$850.00
P4	Project Professional	2	1	/hr	\$96	\$192.00
	Subcontractor - Other Professional Surveyor	2800	1	\$+10%	\$1.1	\$3,080.00
5102	Pickup Truck Full Size	1	1	HD	\$70	\$70.00

**T+M Breakout for: Deed/Registry Research****Ph/Tsk/Act 02/118 Details: Restricted Covenant (RC)**

**Qty Subtotal Total**  
**1 \$3,068.00 \$3,068.00**

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
A4	Admin II	2	1	/hr	\$59	\$118.00
P3	Staff Professional	16	1	/hr	\$85	\$1,360.00
P4	Project Professional	10	1	/hr	\$96	\$960.00
P6	Principal	3	1	/hr	\$130	\$390.00
	State Fees	100	1	\$+10%	\$1.1	\$110.00
5602	Pickup Truck Full Size	1	1	DY	\$130	\$130.00

**T+M Breakout for: CSM Development****Ph/Tsk/Act 02/815 Details:**

**Qty Subtotal Total**  
**1 \$5,913.00 \$5,913.00**

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
A4	Admin II	3	1	/hr	\$59	\$177.00
G4	Graphics/CADD Operator II	8	1	/hr	\$62	\$496.00
P3	Staff Professional	16	1	/hr	\$85	\$1,360.00
P4	Project Professional	35	1	/hr	\$96	\$3,360.00
P6	Principal	4	1	/hr	\$130	\$520.00

**T+M Breakout for: Well Abandonment****Ph/Tsk/Act 03/297 Details: and Sub-Slab Vapor Pins**

**Qty Subtotal Total**  
**1 \$10,253.00 \$10,253.00**

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
A4	Admin II	3	1	/hr	\$59	\$177.00
P3	Staff Professional	14	2	/hr	\$85	\$2,380.00
P4	Project Professional	3	2	/hr	\$96	\$576.00
P6	Principal	1	2	/hr	\$130	\$260.00
	Subcontractor - Driller	6000	1	\$+10%	\$1.1	\$6,600.00
5602	Pickup Truck Full Size	1	2	DY	\$130	\$260.00

**T+M Breakout for: Site Closure Report****Ph/Tsk/Act 03/138 Details:**

**Qty Subtotal Total**  
**1 \$6,350.00 \$6,350.00**

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
A4	Admin II	4	1	/hr	\$59	\$236.00
G4	Graphics/CADD Operator II	6	1	/hr	\$62	\$372.00
P3	Staff Professional	16	1	/hr	\$85	\$1,360.00

P4	Project Professional	40	1	/hr	\$96	\$3,840.00
P6	Principal	4	1	/hr	\$130	\$520.00
	Postage	20	1	\$	\$1.1	\$22.00

**TOTAL T&M COSTS:** \$159,606.40

**TOTAL LS COSTS:** \$0.00

**TOTAL GES CONTRACT AMOUNT:** \$159,606.40

**TOTAL DIRECT COSTS:** \$0.00

**TOTAL CLIENT AMOUNT:** \$159,606.40

**Approvals:**

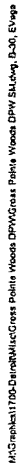
**Client:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**GES:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Groundwater & Environmental Services, Inc.*  
*Proposal No. MI-2019-0044-02*

3/6/2020

Building Size	Sample Density	Minimum Number of Samples
Less than 1,000 ft <sup>2</sup>	Not Applicable	2
1,000 ft <sup>2</sup> -10,000 ft <sup>2</sup>	One per 1,500 ft <sup>2</sup>	3
Greater than 10,000 ft <sup>2</sup>	One per 2,500 ft <sup>2</sup>	9





**Groundwater  
& Environmental Services, Inc.**

## **STANDARD TERMS & CONDITIONS (01-2018)**

These Terms and Conditions (the "Agreement") are entered into this \_\_\_\_ day of April 2020 (the "Execution Date") by and between the City of Grosse Pointe Woods – Department of Public Works (DPW). ("Client") and Groundwater and Environmental Services, Inc. ("GES").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Client and GES agree as follows:

1. **Scope of Services.** The services described in Proposal for **Work Required by EGLE to achieve Closure, GES Proposal # MI-2019-0044-02** and/or dated March 6, 2020 ("Proposal") shall be authorized by Client by providing an authorized signature on the Proposal (with the Proposal as authorized by Client hereinafter referred to as the "Services") and shall be performed in accordance with the terms and conditions of this Agreement. Any changes or additions to the Services shall be set forth exclusively as a change order to the Proposal (in a form either agreeable to the parties or implied by conduct) before the Services are performed. Any changes or additions to this Agreement shall be set forth exclusively as a written amendment executed by the parties, with any additional, different and/or conflicting terms and conditions contained in Client's purchasing documents or other correspondence, any other change or addition to the Services or this Agreement by any other method, being null and void and of no force and effect. As a condition precedent to GES' obligation to perform Services under this Agreement, Client shall, if requested by GES, complete GES' standard credit application and provide any requested financial information in order to assess the creditworthiness of Client. GES may, in its sole discretion, impose credit limits on Client.
2. **Standard of Care.** GES will perform the Services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services under similar conditions in the same or similar locality. The foregoing standard is in lieu of all other standards and warranties, expressed or implied, including warranties of marketability or fitness for a particular purpose. Client acknowledges that environmental conditions at any site can and will vary from those encountered at the times and locations of the performance of the Services thereby resulting in various degrees of uncertainty with respect to the interpretation of environmental conditions despite due professional care.
3. **Compensation.** Unless otherwise stated in the Proposal, GES shall be compensated for the Services on a time and materials basis in accordance with GES' Personnel Rate Schedule and the Rental and Equipment Rate Schedule attached as Exhibit A to this

Agreement (the "Rates"), including, and without limitation, any applicable taxes or other reasonable expenses. GES shall submit invoices monthly and Client agrees to pay such invoices within thirty (30) days of the invoice date. GES reserves the right to charge interest at the rate of .75% per month on overdue payments and Client agrees to pay any reasonable attorney's fees or other costs incurred by GES to collect amounts deemed delinquent by GES. GES reserves the right to modify the Rates at any time upon thirty (30) days written notice to Client.

4. **Term.** Unless otherwise stated in the Proposal, or terminated in accordance with Paragraph 16 of this Agreement, this Agreement shall expire upon the completion of the Services.
5. **Access.** Where the Services necessarily require entering into, upon or under real property, including improvements located thereon (the "Site"), Client hereby grants such access, or shall cause such access to be granted, and represents and warrants that GES has such access to the Site in order to perform the Services without delay or hindrance.
6. **Information Provided By Client.** Client shall provide to GES all information pertaining to the Services and/or the Site that is known to exist by Client including, without limitation, information related to (a) solid waste, hazardous wastes, substances or materials, toxic wastes, substances or materials, pollutants, contaminants, petroleum or its additives (as any of the above terms may be defined under federal, state or local law ("Law")) (collectively, "Hazardous Substances"); (b) aboveground or underground facilities or services including, without limitation, utilities, conduits, lines, pipes, tanks, containers and/or wires (collectively, "Utilities"); and (c) subsurface conditions or obstructions. Client represents and warrants that GES shall be permitted to rely on such information.
7. **Utilities/Underground Facilities.** GES shall review the information provided under Section 6 of this Agreement and shall contact the customary governmental and/or private entities regarding the existence and location of Utilities prior to conducting any subsurface penetrations. GES shall not be responsible for, and Client shall indemnify, defend and hold GES harmless from and against, any claims for any losses or damages arising from or related to damage to Utilities not identified or not accurately located in accordance with this Section 7.
8. **Confidentiality.** GES and Client shall treat as confidential and proprietary all information and data delivered to it by the other party which, without limitation, relates to technologies, formula, procedures, costs, processes, operations, methods, trade secrets, ideas, computer programs, customers, products, equipment or are designated in writing as confidential at time of delivery (collectively, "Confidential Information") and shall not disclose Confidential Information to any third party during or subsequent to the term of this Agreement; provided that such disclosure shall not apply to information and data which are actually known by the disclosing party before obtained from the transmitting party, information and data which are generally available to the public through no fault of disclosing party, or where disclosure is required by law; provided that the disclosing

party gives reasonable notice of its intent to disclose in accordance with law allowing the other party to make any reasonable objection to such disclosure.

9. **Intellectual Property.** GES shall retain all right, title and interest in and to all intellectual property including, without limitation, patents, copyrights, trademarks, trade secrets, patentable and unpatentable inventions (collectively, "Intellectual Property Rights") used or developed by GES in connection with performing the Services including all Intellectual Property Rights relating to all articles, techniques, processes and operations.

10. **Limitations on Services.**

- a. **Liability Limitations.** In addition to the limitations set forth in Section 7 hereof, GES' liability under the provisions of this Agreement or in connection with its performance of the Services, whether based on contract, tort, breach of warranty, professional negligence (including errors, omissions, or other professional acts) or otherwise, shall be limited in each case to the amount recovered by GES under the insurance policies identified in Paragraph 11 of this Agreement or the contract amount set forth in the applicable Proposal, whichever is less. Client hereby forever releases GES from any liability, losses or damages sustained and incurred by Client in excess of such amounts. In no event shall GES be liable for any incidental, indirect, special, punitive, economic or consequential damages (including but not limited to loss of profits) suffered or incurred by Client as a result of this Agreement or GES' performance or non-performance of the Services.

- b. **Reliance by Third Parties.** The Services are performed, and information, data, interpretations or reports, and the like, that may be prepared as part of the Services ("Instruments of Service") are prepared, for the sole purpose of the Client who may use and rely on the Services and the Instruments of Service for their intended purpose, subject to the other terms and conditions of this Agreement. There are no third party beneficiaries to this Agreement. Client may request that third parties be extended the right to rely on the Services and the Instruments of Service, and such reliance may be granted, in the sole discretion of GES, but only when such parties agree to be unconditionally bound to GES' standard terms and conditions in effect at the time of the request and GES is reasonably compensated for extending such reliance to such third parties.

- c. **Liability for Hazardous Substances.** Client acknowledges and agrees, and will not dispute, that GES is not, and has no authority to act as on behalf of Client, a generator, an arranger for disposal or treatment, or an arranger with a transporter for transport for disposal or treatment, of any Hazardous Substances that may be present, found or identified at, on, in, above, to, from or under any Site or other sites that may be the subject of or related to the Services. Any assistance provided by GES to Client for the treatment, storage, transport or disposal of any Hazardous Substances including, without limitation, Client's written request that GES sign Client's manifests as its authorized agent, are made solely and exclusively for the benefit and convenience of Client and shall impose no

liability upon GES. Client shall manage all Hazardous Substances in compliance with Law. Unless otherwise agreed, Client shall sign all manifests and obtain all generator identification numbers when required by Law or when requested by GES. GES may furnish the Client the names of facilities currently licensed to accept Hazardous Substances, but it shall be the Client's sole responsibility to select those to be engaged by Client.

11. **Insurance.** GES shall maintain the following minimum insurance coverage while performing the Services:

Workers Compensation and Employer's Liability: \$1,000,000

Commercial General Liability: \$1,000,000 Each Occurrence,  
\$2,000,000 Aggregate

Automobile: \$1,000,000

Excess Liability: \$10,000,000

Pollution & Professional Liability: \$1,000,000 Each Occurrence and \$2,000,000 in the Aggregate

12. **Indemnification.** Subject to the provisions of Paragraph 10 of this Agreement, GES shall indemnify Client from and against any liabilities, losses, claims, orders, damages, fines and penalties (collectively, "Claims") arising out of or related to negligent acts or omissions of GES in the performance of the Services. Client shall indemnify, defend and hold GES harmless from and against any Claims arising out of or related to (i) the negligent acts or omissions, or violations of Law, of Client and (ii) Hazardous Substances that are present at, released to or from, treated at, or removed from, the Site.
13. **Independent Contractor.** GES is an independent contractor and assumes no obligation or responsibility as an agent, partner, or joint venturer of Client.
14. **Force Majeure.** GES shall have no liability for failure to perform or delay in performance caused by conditions or events beyond GES' control including, without limitation, strike, fire, flood, explosion, acts of nature, acts of government, act of war, riot, terrorism, labor disputes or disturbances, transportation delays, the inability to obtain material or equipment, or the discovery of Hazardous Substances that were previously unknown.
15. **Dispute Resolution.** Any dispute arising out of or related to the Services or this Agreement shall be resolved, if not first by reasonable negotiation, by binding Arbitration under the applicable rules of the American Arbitration Association.

16. **Termination.** Either party may terminate this Agreement upon thirty (30) day written notice to the other party. Should Client terminate this Agreement, Client shall reimburse GES for its actual fees, expenses and costs that have been generated, incurred, expended or committed in furtherance of the Services and the reasonable costs associated with termination, including demobilization.

17. **Integration.** This Agreement is the exclusive record of the parties' agreement. The parties intend the terms and conditions of this Agreement to constitute the final, complete, exclusive and completely integrated terms and conditions to which they intend to be bound and they do not intend to be bound by any other agreements, promises, conditions or representations, or any additional or different terms and conditions that may be contained in documents transmitted to GES, written or oral, of whatsoever kind or nature.

18. **Severability.** In the event that any provision of this Agreement is held to be unenforceable under law, the remaining provisions shall remain in full force and effect.

19. **Governing Law.** This Agreement shall be governed by the law of the Commonwealth of Pennsylvania.

20. **Survival.** The provisions in Paragraphs 7, 8, 10, 12 and 15 of this Agreement shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, GES and Client have caused this Agreement to be executed by their duly authorized representatives.

Client: City of Grosse Pointe Woods -  
Department of Public Works (DPW)

Groundwater & Environmental Services Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Solutions & Services, Inc. 619 Amboy Avenue Edison		<b>CONTACT NAME:</b> Frank Jacobs <b>PHONE (A/C, No, Ext):</b> (732) 738-6080 <b>FAX (A/C, No):</b> (732) 738-6081 <b>E-MAIL ADDRESS:</b> fjacobs@issi-nj.com	
<b>INSURED</b> Groundwater & Environmental 55820 Grand River Avenue Suite 275 New Hudson MI 48165		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great Divide Insurance Company <b>INSURER B:</b> Nautilus Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 25224 17370	

**COVERAGES****CERTIFICATE NUMBER:** CL1952900321**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLP2023000	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP2022996	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			FFX2023001	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA2022992	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability/ Pollution Liability			CCP2005634	07/01/2019	07/01/2020	Limit 5,000,000 Aggregate 10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City Of Grosse Pointe Woods is included as Additional Insured with regard to the General Liability as respects the operations of the Insured. Additional Insured status is subject to written contract requirements. Project number 1704028

**CERTIFICATE HOLDER**

City Of Grosse Pointe Woods 20025 Mack Plaza Drive Grosse Pointe Woods MI 48236
---

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 

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ANDERSON, ECKSTEIN & WESTRICK, INC.  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 Schoenherr Road 586.726.1234  
Shelby Township, MI 48315 www.aewinc.com

RECEIVED

APR - 6 2020

March 30, 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Cathy Behrens  
City of Grosse Pointe Woods  
20025 Mack Avenue  
Grosse Pointe Woods, Michigan 48236-2397

Reference: 2019 Sewer Open Cut Repair Program  
City of Grosse Pointe Woods  
AEW Project No. 0160-0413

Dear Ms. Behrens:

Enclosed please find Construction Pay Estimate No. 1 for the above referenced project. For work performed through March 29, 2020 we recommend issuing payment for the **Net Earnings this Period (see Page 2)** in the amount of **\$177,372.27** to Fontana Construction Services, 6340 Sims Drive, Sterling Heights, MI 48313

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

Sincerely,

Frank D. Varicalli  
Project Manager

cc: Bruce Smith, City Administrator  
Frank Schulte, Director of Public Services  
Jeanne Duffy  
Susan Como  
Fontana Construction Services

PO# 19-45638  
592-537-976.002  
4/1/2020  
Behrens  
F.S. 4/1/20  
[Signature]



## Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

3/30/2020 2:47 PM

FieldManager 5.3c

Contract: .0160-0413, 2019 Sewer Open Cut Repair Program

Estimate No. 1	Estimate Date 3/30/2020	Entered By Michelle Ankawi	Estimate Type Semi-Monthly	Managing Office Anderson, Eckstein and Westrick, Inc.
All Contract Work Completed		Construction Started Date	Prime Contractor Fontana Construction, Inc. 6340 Sims Drive Sterling Heights MI 48313	
Comments Current Contract Amount: \$519,779.00 % Completed: 38%				

### Item Usage Summary

Project: 0160-0413, 2019 Sewer Open Cut Repair Program

Category: 0000,

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
_ Audio Visual Record of all Construction Influence Areas	LS	1027051	0005	0005	00	000	1.000	\$,245.00	\$3,245.00
_ Bonds, Insurance & Mobilization Expense- (3% Max)	LS	1027051	0010	0010	00	000	1.000	14,500.00	\$14,500.00
_ Dr Structure Cover, Catch Basin	Ea	4037050	0110	0110	00	000	16.000	551.00	\$8,816.00
_ Dr Structure Trap, 10 inch	Ea	4037050	0120	0120	00	000	8.000	330.00	\$2,640.00
_ Dr Structure Trap, 12 inch	Ea	4037050	0125	0125	00	000	5.000	361.00	\$1,805.00
_ Dr Structure, 24 inch dia w/ Sump	Ea	4037050	0130	0130	00	000	3.000	1,840.00	\$5,520.00
_ Dr Structure, 36 inch dia w/ Sump	Ea	4037050	0135	0135	00	000	12.000	2,600.00	\$31,200.00
_ Dr Structure, Tap, 4 inch - 12 inch	Ea	4027050	0080	0080	00	000	3.000	500.00	\$1,500.00
_ Sewer Bulkhead, 6 inch - 12 inch	Ea	4027050	0090	0090	00	000	4.000	200.00	\$800.00
_ Sewer, SDR 23.5 PVC, 10 inch, Tr Det B	Ft	4027001	0070	0070	00	000	350.000	191.50	\$67,025.00
_ Sewer, SDR 23.5 PVC, 12 inch, Tr Det B	Ft	4027001	0075	0075	00	000	184.000	135.00	\$24,840.00
_ Subgrade Undercutting, Modified	Cyd	2057021	0050	0050	00	000	20.700	9.00	\$186.30
_ Traffic Control and Maintenance	LS	8127051	0245	0245	00	000	0.300	10,000.00	\$3,000.00
_ Tree, Rem	Ea	2027050	0015	0015	00	000	5.000	500.00	\$2,500.00
Dr Structure, Rem	Ea	2030011	0020	0020	00	000	16.000	300.00	\$4,800.00
Maintenance Gravel, LM	Cyd	3060021	0055	0055	00	000	88.200	15.00	\$1,323.00
Sewer, CI IV, 36 inch, Tr Det B	Ft	4020995	0060	0060	00	000	58.000	190.00	\$11,020.00
Sewer, Rem, 24 inch to 48 inch	Ft	2030016	0030	0030	00	000	116.000	20.00	\$2,320.00
Sewer, Rem, Less than 24 inch	Ft	2030015	0025	0025	00	000	562.000	15.00	\$8,430.00



## Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

3/30/2020 2:47 PM

FieldManager 5.3c

### Item Usage Summary

Project: 0160-0413, 2019 Sewer Open Cut Repair Program

Category: 0000,

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
Underdrain, Subgrade, 4 inch	Fl	4040071	0145	0145	00	000	161.000	10.00	\$1,610.00
Subtotal for Category 0000:									\$197,080.30
Subtotal for Project 0160-0413:									\$197,080.30
Total Estimated Item Payment:									\$197,080.30

### Time Charges

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

### Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0413, 2019 Sewer Open Cut Repair Program	0001	\$197,080.30	\$0.00	\$197,080.30
Voucher Total:				\$197,080.30

### Summary

Current Voucher Total:	\$197,080.30	Earnings to date:	\$197,080.30
-Current Retainage:	\$19,708.03	- Retainage to date:	\$19,708.03
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
Total Estimated Payment:	\$177,372.27	Net Earnings to date:	\$177,372.27
		- Payments to date:	\$0.00
		Net Earnings this period:	\$177,372.27

### Estimate Certification

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

Frank D. Varicalli, AEW

(Date)



# Construction Pay Estimate Amount Balance Report

Estimate: 1

3/30/2020 2:47 PM

FieldManager 5.3c

Anderson, Eckstein and Westrick, Inc.

Contract: .0160-0413, 2019 Sewer Open Cut Repair Program

Project: 0160-0413, 2019 Sewer Open Cut Repair Program

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0005	_ Audio Visual Record of all Construction Influence Areas	1027051	1.000	LS	1.000	1.000	1.000	100%	3,245.00000	\$3,245.00
0010	_ Bonds, Insurance & Mobilization Expense- (3% Max)	1027051	1.000	LS	1.000	1.000	1.000	100%	14,500.00000	\$14,500.00
0155	_ Cold Patch	5017031	100.000	Ton	0.000	0.000	0.000		200.00000	
0185	_ Curb Casting	7177050	1.000	Ea	0.000	0.000	0.000		150.00000	
0250	_ Deliverables - Post CCTV	8267051	1.000	LS	0.000	0.000	0.000		500.00000	
0110	_ Dr Structure Cover, Catch Basin	4037050	27.000	Ea	18.000	16.000	18.000	59%	\$51.00000	\$8,816.00
0115	_ Dr Structure Cover, Manhole	4037050	7.000	Ea	0.000	0.000	0.000		610.00000	
0120	_ Dr Structure Trap, 10 inch	4037050	16.000	Ea	8.000	8.000	8.000	50%	330.00000	\$2,640.00
0125	_ Dr Structure Trap, 12 inch	4037050	6.000	Ea	5.000	5.000	5.000	83%	361.00000	\$1,805.00
0130	_ Dr Structure, 24 inch dia w/ Sump	4037050	5.000	Ea	3.000	3.000	3.000	60%	1,840.00000	\$5,520.00
0135	_ Dr Structure, 36 inch dia w/ Sump	4037050	18.000	Ea	12.000	12.000	12.000	67%	2,800.00000	\$31,200.00
0140	_ Dr Structure, Manhole, 48 inch dia	4037050	2.000	Ea	0.000	0.000	0.000		2,953.00000	
0080	_ Dr Structure, Tap, 4 inch - 12 inch	4027050	5.000	Ea	3.000	3.000	3.000	60%	500.00000	\$1,500.00
0045	_ Driveway, Conc, Rem	2047011	275.000	Syd	0.000	0.000	0.000		9.00000	
0086	_ External Structure Wrap, 18 inch	4027050	38.000	Ea	0.000	0.000	0.000		520.00000	
0265	_ Fencing, Remove and Reinstall	8507050	2.000	Ea	0.000	0.000	0.000		\$00.00000	
0190	_ Full Depth Sawcutting	6037001	1,200.000	Fl	0.000	0.000	0.000		2.00000	
0160	_ Joint, Expansion, E2	6027001	50.000	Fl	0.000	0.000	0.000		25.00000	
0165	_ Joint, Expansion, ERG, Modified	6027001	50.000	Fl	0.000	0.000	0.000		25.00000	
0090	_ Sewer Bulkhead, 6 inch - 12 inch	4027050	10.000	Ea	4.000	4.000	4.000	40%	200.00000	\$800.00
0065	_ Sewer, Post-Construction, CCTV	4027001	1,350.000	Ft	0.000	0.000	0.000		10.00000	
0070	_ Sewer, SDR 23.5 PVC, 10 inch, Tr Det	4027001	400.000	Ft	350.000	350.000	350.000	88%	191.50000	\$67,025.00
0075	_ Sewer, SDR 23.5 PVC, 12 inch, Tr Det	4027001	175.000	Fl	184.000	184.000	184.000	105%	135.00000	\$24,840.00
0240	_ Sidewalk Ramp, Conc, 8 inch	8037010	250.000	Sh	0.000	0.000	0.000		9.00000	
0060	_ Subgrade Undercutting, Modified	2057021	100.000	Cyd	20.700	20.700	20.700	21%	8.00000	\$166.00
0250	_ Surface Restoration, Seeding	8167011	750.000	Syd	0.000	0.000	0.000		9.00000	
0265	_ Surface Restoration, Sodding	8167011	250.000	Syd	0.000	0.000	0.000		10.00000	

Contract: .0160-0413

Estimate: 1

Page 1 of 3



# Construction Pay Estimate Amount Balance Report

Estimate: 1

3/30/2020 2:47 PM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

Project: 0160-0413, 2019 Sewer Open Cut Repair Program

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0245	_ Traffic Control and Maintenance	8127051	1.000	LS	0.300	0.300	0.300	30%	10,000.00000	\$3,000.00
0015	_ Tree, Rem	2027050	2.500	Ea	5.000	5.000	5.000	250%	500.00000	\$2,500.00
0170	Cement	6030005	1.000	Ton		0.000			50.00000	
0210	Curb and Gutter, Conc, Det F4	8020038	100.000	Ft		0.000			25.00000	
0035	Curb and Gutter, Rem	2040020	100.000	Ft		0.000			5.00000	
0215	Detectable Warning Surface	8030010	25.000	Ft		0.000			40.00000	
0095	Dr Structure Cover, Adj. Case 1, Modifie	4030004	11.000	Ea		0.000			200.00000	
0100	Dr Structure Cover, Adj. Case 2	4030006	1.000	Ea		0.000			500.00000	
0105	Dr Structure, Adj. Add Depth	4030280	40.000	Ft		0.000			1.00000	
0020	Dr Structure, Rem	2030011	23.000	Ea	16.000	16.000	16.000	70%	300.00000	\$4,800.00
0200	Driveway, Nonreinf Conc, 8 inch	8010005	275.000	Syd		0.000			60.00000	
0205	Driveway, Nonreinf Conc, 8 inch	8010007	100.000	Syd		0.000			70.00000	
0160	HMA, 13A	5010033	30.000	Ton		0.000			270.00000	
0175	Lane Tie, Epoxy Anchored	8030030	800.000	Ea		0.000			5.00000	
0055	Maintenance Gravel, LM	3060021	250.000	Cyd	88.200	88.200	88.200	35%	15.00000	\$1,323.00
0180	Pavt Repr, Nonreinf Conc, 8 inch	6030044	1,450.000	Syd		0.000			75.00000	
0185	Pavt Repr, Rem	6030080	1,800.000	Syd		0.000			10.00000	
0080	Sewer, CI IV, 36 inch, Tr Det B	4020995	60.000	Ft	58.000	58.000	58.000	97%	190.00000	\$11,020.00
0030	Sewer, Rem, 24 inch to 48 inch	2030016	60.000	Ft	116.000	116.000	116.000	193%	20.00000	\$2,320.00
0025	Sewer, Rem, Less than 24 inch	2030015	600.000	Ft	562.000	562.000	562.000	94%	15.00000	\$8,430.00
0220	Sidewalk Ramp, Conc, 4 inch	8030034	200.000	Sft		0.000			7.00000	
0225	Sidewalk, Conc, 4 inch	8030044	2,050.000	Sft		0.000			5.00000	
0230	Sidewalk, Conc, 6 inch	8030045	600.000	Sft		0.000			6.00000	
0235	Sidewalk, Conc, 8 inch	8030048	100.000	Sft		0.000			8.00000	
0040	Sidewalk, Rem	2040055	325.000	Syd		0.000			5.00000	

Contract: 0160-0413

Estimate: 1

Page 2 of 3



## Construction Pay Estimate Amount Balance Report

Estimate: 1

3/30/2020 2:47 PM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

Project: 0160-0413, 2019 Sewer Open Cut Repair Program

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpl.	Unit Price	Dollar Amt. Paid To Date
0146	Underdrain, Subgrade, 4 inch	404007t	675,000 Ft		161,000	161,000	161,000	24%	10.00000	\$1,610.00

Subtotal for Category 0000: 197080.30

Subtotal for Project 0160-0413: 197080.30

Percentage of Contract Completed(curr): 38%  
(total earned to date / total of all authorized work)

Total Amount Earned This Estimate: \$197,080.30

Total Amount Earned To Date: \$197,080.30

# City of Grosse Pointe Woods

20025 Mack Plaza  
Grosse Pointe Woods, Michigan 48236

VOID AFTER 90 DAYS

20200 Mack Avenue  
Grosse Pointe Woods, MI 48236  
9-9 / 720

056628

9B

Date: 03/20/2020

RECEIVED

MAR 23 2020

PAY TO THE  
ORDER OF

\*\*\*Eighty-One Thousand Four Hundred Sixty-Five and 61/100 Dollars\*\*\*\*\*\$81,465.61

L. ANTHONY CONSTRUCTION  
11085 LISA LANE

SHELBY TWP

MI 48316

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Catherine A. DeBress

Shawn Murphy

WARNING: DO NOT CASH UNLESS "ORIGINAL DOCUMENT" APPEARS ON BACK OF CHECK

⑈056628⑈ ⑆072000096⑆ 1840006066⑈

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

VENDOR NO: 002921

VENDOR NAME: L. ANTHONY CONSTRUCTION

INV DATE	INVOICE NO	INVOICE DESCRIPTION	AMOUNT
03/05/20	EST #7	PAY ESTIMATE #7 - 2019 STRUCTURE REPAIRS AND MISC	733.92
03/05/20	EST #7	PAY ESTIMATE #7 - 2019 STRUCTURE REPAIRS AND MISC	15,412.41
03/05/20	EST #7	PAY ESTIMATE #7 - 2019 STRUCTURE REPAIRS AND MISC	10,451.08
03/05/20	EST #7	PAY ESTIMATE #7 - 2019 STRUCTURE REPAIRS AND MISC	54,868.20

3/20/20  
PER LARRY  
WOULD BE A  
PROBLEM

81,465.61

City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods

PAYEE: L. ANTHONY CONSTRUCTION  
11085 LISA LANE

VENDOR I

056628

SHELBY TWP MI 48316

INV DATE	INVOICE NO	INVOICE DESCRIPTION	GL ACCT	AMOUNT
03/05/20	EST #7	PAY ESTIMATE #7 - 2019 STRUCTURE REPAIRS AN	202-451-974.200	733.92
03/05/20	EST #7	PAY ESTIMATE #7 - 2019 STRUCTURE REPAIRS AN	203-451-974.200	15,412.41
03/05/20	EST #7	PAY ESTIMATE #7 - 2019 STRUCTURE REPAIRS AN	592-537-975.400	10,451.08
03/05/20	EST #7	PAY ESTIMATE #7 - 2019 STRUCTURE REPAIRS AN	592-537-976.002	54,868.20

O.K. to release payment under Emergency Situation

3/20/2020

Total: 81,465.61



ANDERSON, ECKSTEIN & WESTRICK, INC.  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 Schoenherr Road  
Shelby Township, MI 48315  
www.aewinc.com

RECEIVED  
MAR 19 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

PO #19-45445

202-451-974.200 \$733.92

203-451-974.200 \$15,412.41

592-537-975.400 \$10,451.08

592-537-976.002 \$54,868.20

03-06-2020

March 5, 2020

Cathy Behrens  
City of Grosse Pointe Woods  
20025 Mack Avenue  
Grosse Pointe Woods, Michigan 48236-2397

*C. Behrens*  
*3/6/2020*

Reference: 2019 Sewer Structure Rehabilitation  
Repair Program, City of Grosse Pointe Woods F.S.  
AEW Project No. 0160-0411

Dear Ms. Behrens:

Enclosed please find Construction Pay Estimate No. 7 for the above referenced project. For work performed through March 1, 2020, we recommend issuing payment for the **Net Earnings this Period (see Page 2)** in the amount of **\$81,465.61** be made to L. Anthony Construction Inc., 11085 Lisa Ln., Shelby Twp., MI, 48316

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

Sincerely,

*Frank D. Varicalli*

Frank D. Varicalli  
Project Manager

cc: Bruce Smith, City Administrator  
Frank Schulte, Director of Public Services  
Jeanne Duffy  
Susan Como  
L. Anthony Construction Inc.



## Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

3/5/2020 8:48 AM

FieldManager 5.3c

Contract: .0160-0411, 2019 Sewer Structure Rehabilitation

Estimate Date	Estimate No.	Entered By	Estimate Type	Electronic File Created	All Contract Work Completed	Construction Started Date
03/02/2020	7	Michelle Ankawi	Semi-Monthly	No		
Prime Contractor L Anthony Construction				Managing Office Anderson, Eckstein and Westrick, Inc.		
Comments Current Contract Amount: \$606,770.00 % Completed: 54%						

### Item Usage Summary

Item Description	Item Code	Prop. Line	Project	Category	Project Line No.	Item Type	Mod. No.	Quantity	Dollar Amount
_ Dr Structure Cover, Catch Basin	4037050	0090	0160-0411	0000	0090	00	000	25.000	\$12,500.00
_ Dr Structure, 36 inch dia	4037050	0100	0160-0411	0000	0100	00	000	13.000	\$32,500.00
_ Sewer, SDR 23.5 PVC, 10 inch, Tr Det B	4027001	0040	0160-0411	0000	0040	00	000	166.000	\$8,300.00
_ Sewer, SDR 23.5 PVC, 12 inch, Tr Det B	4027001	0045	0160-0411	0000	0045	00	000	104.000	\$5,200.00
Dr Structure, 24 inch dia	4030200	0070	0160-0411	0000	0070	00	000	12.000	\$21,000.00
Dr Structure, Rem	2030011	0005	0160-0411	0000	0005	00	000	25.000	\$7,500.00
Maintenance Gravel, LM	3060021	0035	0160-0411	0000	0035	00	000	84.400	\$84.40
Sewer, Rem, Less than 24 inch	2030015	0010	0160-0411	0000	0010	00	000	270.000	\$2,700.00
Underdrain, Subgrade, 4 inch	4040071	0105	0160-0411	0000	0105	00	000	253.000	\$3,289.00

Total Estimated Item Payment: \$93,073.40

### Stockpile Summary

Item Description	Item Code	Prop. Line	Project	Category	Project Line No.	Item Type	Mod. No.	Stockpile Type	Net Change	Total Amount Remaining
_ Dr Structure, 36 inch dia	4037050	0100	0160-0411	0000	0100	00	000	DR02	\$-2,492.00	\$0.00
Dr Structure, 24 inch dia	4030200	0070	0160-0411	0000	0070	00	000	DR01	\$-1,280.00	\$0.00

Total Stockpile Dollar Amount: \$-3,772.00



## Construction Pay Estimate Report

Anderson, Eckstein and Westrick, Inc.

3/5/2020 8:48 AM

FieldManager 5.3c

### Time Charges

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

### Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0411, 2019 Sewer Structure Rehabilitation	0007	\$93,073.40	\$-3,772.00	\$89,301.40
Voucher Total:				\$89,301.40

### Summary

Current Voucher Total:	\$89,301.40	Earnings to date:	\$327,193.53
-Current Retainage:	\$7,835.79	- Retainage to date:	\$30,338.50
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
Total Estimated Payment:	\$81,465.61	Net Earnings to date:	\$296,855.03
		- Payments to date:	\$215,389.42
		Net Earnings this period:	\$81,465.61

### Estimate Certification

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

  
Frank Varicalli

3.5.20  
(Date)



## Construction Pay Estimate Amount Balance Report

Estimate: 7

3/5/2020 8:48 AM

FieldManager 5.3c

Anderson, Eckstein and Westrick, Inc.

**Contract: .0160-0411, 2019 Sewer Structure Rehabilitation**

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
Dr Structure, Rem	2030011	0005	0160-0411	0000	58.000	25.000	47.000	47.000	81%	300.00000	\$14,100.00
Sewer, Rem, Less than 24 inch	2030015	0010	0160-0411	0000	475.000	270.000	522.000	522.000	110%	10.00000	\$5,220.00
Curb and Gutter, Rem	2040020	0015	0160-0411	0000	125.000		0.000			8.00000	
Sidewalk, Rem	2040055	0020	0160-0411	0000	650.000		165.200	165.200	25%	5.00000	\$826.00
_ Driveway, Conc, Rem	2047011	0025	0160-0411	0000	375.000		46.100	46.100	12%	7.00000	\$322.70
_ Subgrade Undercutting, Modified	2057021	0030	0160-0411	0000	50.000		0.000			20.00000	
Maintenance Gravel, LM	3060021	0035	0160-0411	0000	500.000	84.400	152.700	152.700	31%	1.00000	\$152.70
_ Sewer, SDR 23.5 PVC, 10 inch, Tr Det B	4027001	0040	0160-0411	0000	75.000	166.000	178.000	178.000	237%	50.00000	\$8,900.00
_ Sewer, SDR 23.5 PVC, 12 inch, Tr Det B	4027001	0045	0160-0411	0000	400.000	104.000	344.000	344.000	86%	50.00000	\$17,200.00
_ External Structure Wrap, 12 inch	4027050	0050	0160-0411	0000	2.000		3.000	3.000	150%	350.00000	\$1,050.00
_ External Structure Wrap, 18 inch	4027050	0055	0160-0411	0000	61.000		0.000			425.00000	
Dr Structure Cover, Adj, Case 1	4030005	0060	0160-0411	0000	1.000		10.000	10.000	1000%	200.00000	\$2,000.00
Dr Structure Cover, Adj, Case 2	4030006	0065	0160-0411	0000	1.000		0.000			200.00000	
Dr Structure, 24 inch dia	4030200	0070	0160-0411	0000	21.000	12.000	21.000	21.000	100%	1,750.00000	\$36,750.00
<b>Stockpile Balance:</b>											
Dr Structure, Adj, Add Depth	4030280	0075	0160-0411	0000	8.000		53.000	53.000	663%	150.00000	\$7,950.00
Dr Structure, Tap, 12 inch	4030312	0080	0160-0411	0000	3.000		0.000			500.00000	
_ Catch Basin Trap	4037050	0085	0160-0411	0000	38.000		10.000	10.000	26%	500.00000	\$5,000.00
_ Dr Structure Cover, Catch Basin	4037050	0090	0160-0411	0000	55.000	25.000	53.000	53.000	96%	500.00000	\$26,500.00
_ Dr Structure Cover, Storm Manhole	4037050	0095	0160-0411	0000	1.000		8.000	8.000	800%	500.00000	\$4,000.00
_ Dr Structure, 36 inch dia	4037050	0100	0160-0411	0000	37.000	13.000	24.000	24.000	65%	2,500.00000	\$60,000.00
<b>Stockpile Balance:</b>											
Underdrain, Subgrade, 4 inch	4040071	0105	0160-0411	0000	850.000	253.000	447.000	447.000	53%	13.00000	\$5,811.00
HMA, 13A	5010033	0110	0160-0411	0000	50.000		0.000			200.00000	
Joint, Expansion, E2	6020207	0115	0160-0411	0000	50.000		88.300	88.300	177%	15.00000	\$1,324.50

Contract: .0160-0411

Estimate: 7

Page 1 of 2



## Construction Pay Estimate Amount Balance Report

Estimate: 7

3/5/2020 8:48 AM

Anderson, Eckstein and Westrick, Inc.

FieldManager 5.3c

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
_ Joint, Expansion, Erg, Modified	6027001	0120	0160-0411	0000	300.000		0.000			20.00000	
Cement	6030005	0125	0160-0411	0000	5.000		0.000			100.00000	
Lane Tie, Epoxy Anchored	6030030	0130	0160-0411	0000	2,300.000		859.000	859.000	37%	5.00000	\$4,295.00
Pavt Repr, Nonreinf Conc, 8 inch	6030044	0135	0160-0411	0000	3,300.000		1,661.820	1,661.820	50%	56.00000	\$93,061.92
Pavt Repr, Nonreinf Conc, 9 inch	6030046	0140	0160-0411	0000	100.000		0.000			60.00000	
_ Full Depth Sawcutting through Existing P avement, Driveway, or Curb	6037001	0145	0160-0411	0000	8,400.000		3,047.700	3,047.700	36%	1.30000	\$3,962.01
_ Pavt Repr, Rem, Modified	6037011	0150	0160-0411	0000	3,400.000		1,661.820	1,661.820	49%	10.00000	\$16,618.20
_ Curb Casting	7177050	0155	0160-0411	0000	1.000		0.000			700.00000	
Driveway, Nonreinf Conc, 6 inch	8010005	0160	0160-0411	0000	375.000		39.700	39.700	11%	54.00000	\$2,143.80
Curb and Gutter, Conc, Det F4	8020038	0165	0160-0411	0000	125.000		0.000			22.00000	
Detectable Warning Surface	8030010	0170	0160-0411	0000	70.000		5.000	5.000	7%	30.00000	\$150.00
Sidewalk, Conc, 4 inch	8030044	0175	0160-0411	0000	4,000.000		1,554.200	1,554.200	39%	5.50000	\$8,548.10
Sidewalk, Conc, 6 inch	8030046	0180	0160-0411	0000	1,100.000		30.000	30.000	3%	6.00000	\$180.00
_ Sidewalk Ramp, Conc, 8 inch	8037010	0185	0160-0411	0000	700.000		34.700	34.700	5%	8.00000	\$277.60
_ Traffic Maintenance and Control	8127051	0190	0160-0411	0000	1.000		0.100	0.100	10%	8,500.00000	\$850.00
_ Surface Restoration, Seeding	8167011	0195	0160-0411	0000	500.000		0.000			5.00000	

Percentage of Contract Completed(curr): 54%

(total paid to date / total of all authorized work)

Total Amount Paid This Estimate: \$89,301.40

Total Amount Paid To Date: \$327,193.53



ANDERSON, ECKSTEIN & WESTRICK, INC.  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 Schoenherr Road 586.726.1234  
Shelby Township, MI 48315 www.aewinc.com

April 7, 2020

Cathy Behrens  
City of Grosse Pointe Woods  
20025 Mack Avenue  
Grosse Pointe Woods, Michigan 48236-2397

RECEIVED  
APR 22 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Reference: 2019 Sewer Structure Rehabilitation  
Repair Program, City of Grosse Pointe Woods  
AEW Project No. 0160-0411

Dear Ms. Behrens:

Enclosed please find Construction Pay Estimate No. 8 for the above referenced project. For work performed through April 6, 2020, we recommend issuing payment for the **Net Earnings this Period (see Page 2)** in the amount of **\$30,137.20** be made to L. Anthony Construction Inc., 11085 Lisa Ln., Shelby Twp., MI, 48316

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

Sincerely,

Frank D. Varicalli  
Project Manager

cc: Bruce Smith, City Administrator  
Frank Schulte, Director of Public Services  
Jeanne Duffy  
Susan Como  
L. Anthony Construction Inc.

PO #19-45446  
202-451-974.200 \$ 198.67  
203-451-974.200 \$ 4,172.13  
592-537-975.400 \$ 5,104.41  
592-537-976.002 \$ 20,661.99  
\$ 30,137.20

4/8/2020

C. Behrens  
F.S.

Same [Signature]  
4/20/2020



CITY OF GROSSE POINTE WOODS

REQUEST FOR CHECK

9C

TO: Samantha Wagner  
Finance Department

Date: 04/28/2020

RECEIVED  
APR 30 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Please disburse the following funds as follows:

Payable To:: Medstar Ambulance

Address: 380 N. Gratiot  
Clinton Township, MI 48036

Description: Annual Contract Obligation

Check Amount: \$ 56,250.00

Budget Line #: 101-349-818.000

Comments/Special Instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized by: 

Date: 4/28/2020

Treasurer/Comptroller: 

Date: 4/28/20

**EXHIBIT B**  
**SUBSIDY AMOUNT**

City of Grosse Pointe	\$23,750
Grosse Pointe Farms	\$45,000
Grosse Pointe Woods	\$56,250



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

INVOICE

March 9, 2020  
Project No: 0160-0420-0  
Invoice No: 0125415

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 February 3, 2020 to March 1, 2020

Phase	01	CIVIL / SURVEY			
Fee					
Total Fee		5,000.00			
Percent Complete		50.00	Total Earned	2,500.00	
			Previous Fee Billing	2,000.00	
			Current Fee Billing	500.00	
			Total Fee		500.00
				Total this Phase	\$500.00
<hr/>					
Phase	02	ARCHITECTURAL DESIGN			
Fee					
Total Fee		13,000.00			
Percent Complete		45.00	Total Earned	5,850.00	
			Previous Fee Billing	1,300.00	
			Current Fee Billing	4,550.00	
			Total Fee		4,550.00
				Total this Phase	\$4,550.00
				Total this Invoice	\$5,050.00

Outstanding Invoices

Number	Date	Balance
0125034	2/10/2020	3,300.00
Total		3,300.00

PO #19-45539  
592-537-978.300  
03-20-2020

*[Signature]*  
F-3

*[Signature]*  
3/30/2020

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**

*Revised  
3/31/20  
JBL*

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

Project 0160-0290-0 GENERAL ENGINEERING  
 FOR: GENERAL ENGINEERING, P.O. 19-45302  
Professional Services from February 3, 2020 to March 1, 2020  
 Professional Personnel

March 18, 2020  
 Project No: 0160-0290-0  
 Invoice No: 0125679

19-45302

101-441-818.000 \$216.50  
 101-444-818.000 \$216.50  
 592-537-818.000 \$217.00

3/20/2020

RESEARCH/REVIEW

PRINCIPAL ENGINEER  
 LOCKWOOD, SCOTT  
 SENIOR PROJECT ENGINEER  
 SEIDEL, KYLE

Hours

Rate

Amount

1.00

103.00

103.00

1.00

103.00

103.00

Attend GLWA public hearing for water and sewer rates.

PRELIMINARY ENGINEERING

TEAM LEADER  
 VARICALLI, FRANK  
 VARICALLI, FRANK

.50

83.50

41.75

.50

83.50

41.75

2020 rehab.est.

STRUCTURAL

SENIOR PROJECT ENGINEER  
 ZAUEL, KEVIN

2.00

103.00

206.00

Lakefront Park pedestrian bridge repair contractors

GENERAL

LICENSED ENG/SUR/ARC  
 WILBERDING, ROSS

1.50

103.00

154.50

Construction Committee meeting

Totals

6.50

650.00

Total Labor

650.00

Billing Limits

Total Billings

Current

650.00

Prior

12,375.33

To-Date

13,025.33

Limit

15,000.00

Remaining

1,974.67

Total this invoice

\$650.00



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

**INVOICE**

*1601  
2/21/20  
JAL*

**PO #19-45443**  
**202-451-974.803**  
**03-20-2020**

March 18, 2020  
 Project No: 0160-0408-0  
 Invoice No: 0125680

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

*C. Beltrami*  
*F.S. Bruce Smith*  
*3/31/2020*  
*ok per*

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 February 3, 2020 to March 1, 2020  
 Professional Personnel

	Hours	Rate	Amount	
<b>PRINTS</b>				
ENGINEERING AIDE TRAINEE				
KAERLE, KATHLEEN	.30	40.50	12.15	
Scanning				
<b>CONTRACT ADMINISTRATION</b>				
PRINCIPAL ENGINEER				
LOCKWOOD, SCOTT	.50	103.00	51.50	
ENGINEERING AIDE III				
SWITZER, BRIDGET	1.50	70.00	105.00	
Final CPE Edits / CM 005 Draft & Cipparrone Qty Review				
SWITZER, BRIDGET	.10	70.00	7.00	
Final CPE Edits				
SWITZER, BRIDGET	1.40	70.00	98.00	
Memos to file / Carrier & Gable Delay Letter saved in E108 / Review of Project Tasks and update to "To Do" List / Review of HMA SE3 material (usage on SE3 vs HMA Approach)				
SWITZER, BRIDGET	1.20	70.00	84.00	
Memos to File				
<b>SENIOR PROJECT ENGINEER</b>				
VIGNERON, MICHAEL	1.50	103.00	154.50	
Contract Administration				
VIGNERON, MICHAEL	.50	103.00	51.50	
Contract Administration - MDOT Invoice Review				
VIGNERON, MICHAEL	.50	103.00	51.50	
Contract Administration / Quantities				
VIGNERON, MICHAEL	.50	103.00	51.50	
Contract Administration-Final CPEs				
VIGNERON, MICHAEL	.50	103.00	51.50	
Contract Administration - Final Quantities				
Totals	8.50		718.15	
<b>Total Labor</b>				<b>718.15</b>
<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	718.15	211,369.40	212,087.55	
Limit			257,903.00	
Remaining			45,815.45	

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**

*✓ Rec'd  
3/30/20  
elb*

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

March 18, 2020  
 Project No: 0160-0411-0  
 Invoice No: 0125681

Project 0160-0411-0 2019 SEWER STRUCTURE REHABILITATION  
 P.O. 19-45216 - (43,000)  
 P.O. 19-45445 - (111,000)  
Professional Services from February 3, 2020 to March 1, 2020  
 Professional Personnel

	Hours	Rate	Amount	
CONTRACT ADMINISTRATION				
TEAM LEADER	10.00	83.50	835.00	
ENGINEERING AIDE III	11.30	70.00	791.00	
ENGINEERING AIDE II	1.50	62.00	93.00	
CONSTRUCTION OBSERVATION				
ENGINEERING AIDE II	115.00	62.00	7,130.00	
Totals	137.80		8,849.00	
Total Labor				8,849.00
Billing Limits	Current	Prior	To-Date	
Total Billings	8,849.00	105,203.58	114,052.58	
Limit			154,000.00	
Remaining			39,947.42	
		Total this Invoice		\$8,849.00

PO #19-45445  
 202-451-974.201 \$79.72  
 203-451-974.201 \$1,674.14  
 592-537-975.401 \$1,135.22  
 592-537-976.001 \$5,959.92  
 03-20-2020

*CBelarus*  
*K.S.*  
*Brue Smith 3/30/2020*



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

INVOICE

✓ Recd  
3/31/20

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

PO #19-45637  
592-537-976.001  
03-20-2020

March 18, 2020  
Project No: 0160-0413-0  
Invoice No: 0125682

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

Professional Services from February 3, 2020 to March 1, 2020

Professional Personnel

	Hours	Rate	Amount
RECORD PLANS			
ENGINEERING AIDE II	53.50	62.00	3,317.00
RESEARCH/REVIEW			
PRINCIPAL ENGINEER	1.50	103.00	154.50
PRINTS			
ENGINEERING AIDE TRAINEE	.30	40.50	12.15
CONTRACT ADMINISTRATION			
LICENSED ENG/SUR/ARC	1.50	103.00	154.50
TEAM LEADER	3.50	83.50	292.25
ENGINEERING AIDE II	4.00	62.00	248.00
Totals	64.30		4,178.40
Total Labor			4,178.40

Billing Limits	Current	Prior	To-Date
Total Billings	4,178.40	38,289.80	42,468.20
Limit			106,000.00
Remaining			63,531.80
Total this Invoice			\$4,178.40



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

INVOICE

*Special  
3/31/20  
lkd*

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
26025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236-2397

March 18, 2020

Project No: 0160-0414-0

Invoice No: 0125683

Project 0160-0414-0 BEAUFIT ROAD RECONSTRUCTION-MACK TO WCL  
FOR: INCLUDES OXFORD ROAD JACKSON TO HELEN  
P.O. 19-45151 \$85,000  
P.O. 19-45495 - \$180,000  
Professional Services from February 3, 2020 to March 1, 2020  
Professional Personnel

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
PRINCIPAL ENGINEER	4.30	103.00	442.90
ENGINEERING AIDE II	1.00	62.00	62.00
Totals	5.30		504.90
Total Labor			504.90

Billing Limits	Current	Prior	To-Date
Total Billings	504.90	187,509.43	188,014.33
Limit			265,000.00
Remaining			76,985.67
Total this Invoice			\$504.90

PO #19-45495

202-451-974.201	\$42.08
203-451-977.803	\$336.60
203-451-974.201	\$36.47
592-537-975.401	\$89.75

03/20/2020

*CB*  
FS. *[Signature]*  
3/30/2020



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

INVOICE

March 18, 2020  
 Project No: 0160-0419-0  
 Invoice No: 0125685

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

Project 0160-0419-0 2019-2020 GIS MAINTENANCE  
 P.O. 19-45301

Professional Services from February 3, 2020 to March 1, 2020

Professional Personnel

	Hours	Rate	Amount
MEETINGS			
GRADUATE ENG/SUR/ARC	2.00	83.50	167.00
GENERAL			
GRADUATE ENG/SUR/ARC	18.00	83.50	1,503.00
GIS UPDATES			
ENGINEERING AIDE III	26.60	70.00	1,862.00
Totals	46.60		3,532.00
Total Labor			3,532.00

Reimbursable Expenses

REIMB. MISC. EXPENSE			
2/19/2020 ESRI	Q-408432 - SEE ATTACHED INVOICE	350.00	
Total Reimbursables		350.00	350.00

Billing Limits	Current	Prior	To-Date
Total Billings	3,882.00	12,197.50	16,079.50
Limit			21,000.00
Remaining			4,920.50
Total this Invoice			\$3,882.00

PO #19-45301  
 592-537-977.000  
 03-20-2020

*Handwritten signatures and initials:*  
 F.S.  
 3/30/2020

KEMB. P350 To 0160-0419



Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of  
this quotation to your purchase order.  
Quote is valid from: 2/19/2020 To: 5/19/2020

## Quotation # Q-408432

Date: February 19, 2020

Customer # 22719 Contract #

Anderson Eckstein & Westrick Inc  
51301 Schoenherr Rd  
Shelby Township, MI 48315

ATTENTION: Jeff Miller  
PHONE: (588) 726-1234 x120  
EMAIL: jmmiller@aowinc.com

Material	Qty	Unit Price	Total
166894	5	<del>\$350.00</del>	\$1,750.00
ArcGIS Enterprise Field Worker Term License			

Subtotal:	\$1,750.00
Sales Tax:	\$105.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$1,855.00

1 field worker license assigned to Grosse Pointe Woods User  
@  
\$350.<sup>00</sup>

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Jerry Johnson	<b>Email:</b> jjohnson@esri.com	<b>Phone:</b> (651) 454-0600 x8382
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esri/arcgis/arcgis/legal/product-specific-terms-of-use/200.pdf">https://assets.esri.com/content/dam/esri/arcgis/arcgis/legal/product-specific-terms-of-use/200.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

JOHNSONJ

This offer is limited to the terms and conditions incorporated and attached herein.



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

INVOICE

*Rec'd 2/21/20 JPL*

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

March 18, 2020  
 Project No: 0160-0422-0  
 Invoice No: 0125686

Project 0160-0422-0 GENERAL ENGINEERING - PARKS

Professional Services from February 3, 2020 to March 1, 2020

Professional Personnel

	Hours	Rate	Amount	
TOPO SURVEY				
SENIOR PROJECT SURVEYOR	2.50	103.00	257.50	
RESEARCH/REVIEW				
PRINCIPAL ENGINEER	2.50	103.00	257.50	
SENIOR PROJECT ENGINEER	5.90	103.00	607.70	
CONSTRUCTION PLAN DRAFT				
TEAM LEADER	8.50	83.50	709.75	
PRELIMINARY ENGINEERING				
TEAM LEADER	2.00	83.50	167.00	
GENERAL				
GRADUATE ENG/SUR/ARC	.50	83.50	41.75	
Totals	21.90		2,041.20	
Total Labor				2,041.20
Billing Limits	Current	Prior	To-Date	
Total Billings	2,041.20	0.00	2,041.20	
Limit			2,000.00	
Adjustment				(41.20)
		Total this Invoice		\$2,000.00

PO# 20-45698

101.774.818.110

*Approved*  
 3/30/2020

3/20/20

CB

F.S



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

INVOICE

March 20, 2020

Project No: 0160-0417-0

Invoice No: 0125746

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 February 3, 2020 to March 1, 2020

Professional Personnel

	Hours	Rate	Amount
PRINTS			
ENGINEERING AIDE TRAINEE	.50	40.50	20.25
CONTRACT ADMINISTRATION			
PRINCIPAL ENGINEER	12.00	103.00	1,236.00
LICENSED ENG/SUR/ARC	8.50	103.00	875.50
TEAM LEADER	1.00	83.50	83.50
ENGINEERING AIDE III	12.00	70.00	840.00
ENGINEERING AIDE II	4.50	62.00	279.00
Totals	38.50		3,334.25
Total Labor			3,334.25
Billing Limits	Current	Prior	To-Date
Total Billings	3,334.25	54,442.12	57,776.37
Limit			197,500.00
Remaining			139,723.63
Total this Invoice			\$3,334.25

PO #19-45552  
592-537-977.310  
03-20-2020

*A. DeFuria*  
F.S.  
*Paul [Signature]*  
3/30/2020

RECEIVED

APR 16 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

9E



101.224.818.000

4/14/2020

*Chen*

April 14, 2020

Invoice 04142020

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

RE: May 2020 Services

For contract assessing services rendered:

Contract Fee (\$72,211 ÷ 12)..... \$ 6,017.58

TOTAL AMOUNT DUE ..... \$ 6,017.58

Respectfully submitted,

Lynette Hobyak  
Business Manager

38110 Executive Drive, Suite 100  
Westland, MI 48185

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

KITCH DRUTCHAS WAGNER VALITUTTI & SHERBROOK

A PROFESSIONAL CORPORATION

Attorneys and Counselors

ONE WOODWARD AVENUE, SUITE 2400

DETROIT, MICHIGAN 48226-5485

313-965-7900

IRS # 38-1896224

*Handwritten:* Paid 3/30/20  
*Handwritten:* JH  
**95**

CITY OF GROSSE POINTE WOODS  
ATTN: BRUCE J SMITH  
CITY ADMINISTRATOR  
20025 MACK PLAZA  
GROSSE POINTE WOODS, MI 48236

MARCH 23, 2020

FILE # 2371.002582

INVOICE # 466935

REGARDING: CITY OF GROSSE POINTE WOODS

FOR PROFESSIONAL SERVICES RENDERED

02/17/20 MJW E-MAIL DISCUSSION WITH CITY ATTORNEY REGARDING .30  
BONDING DETAILS

TOTAL HOURLY CHARGES \$90.00

-----RECAP-----			
TIMEKEEPER	RATE	HOURS	AMOUNT
MICHAEL J WATZA	300.00	0.30	90.00
TOTALS		0.30	90.00

CURRENT AMOUNT DUE \$90.00

TOTAL AMOUNT DUE \$90.00

*Handwritten:* Bruce Smith 3/30/2020  
101-210-812-000  
3/27/2020  
Q. Behrens

9G

**KELLER THOMA**  
A PROFESSIONAL CORPORATION

RECEIVED

APR 06 2020

CITY OF GROSSE PTE. WOODS

COUNSELORS AT LAW  
26555 EVERGREEN  
SUITE 1240  
SOUTHFIELD, MICHIGAN 48076  
313.965.7610  
FAX 313.965.4480  
[www.kellerthoma.com](http://www.kellerthoma.com)

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236  
Attention: Bruce Smith, City Manager

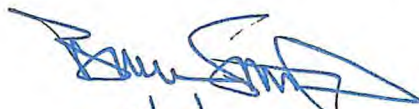
April 01, 2020  
Client: 000896  
Matter: 000000  
Invoice #: 118242

REGARDING: GENERAL MATTERS

For professional services rendered and expenses incurred relative  
to the above matter:

TOTAL \$1,262.27

101-210.810.000  
4/6/2020  
C. Behrens

  
4/6/2020

**CHARLES T. BERSCHBACK**

Attorney and Counselor at Law

24053 JEFFERSON AVENUE

ST. CLAIR SHORES, MI 48080

blbwlaw@yahoo.com

586.777.0400

Fax 586.777.0430

9H  
RECEIVED

APR 30 2020

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

March 31, 2020

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

*[Signature]* 4/30/2020

RE: March Billing

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
2.26.20	TCVs LH, BN, Charter research, TCs and review of insurance certificates (.25); TCs, emails on Remedy Partners (.25)	.50
2.27.20	Work on litigation summary, emails to CB, Gus Morris, etc. (.75); TC insurance certificate issues, research (.25); prep for Randazzo oral argument (.75); meeting with Det. Bonk, video review (.50); TC DV victims (.25); TC BS on PEG fee letter, initial work on draft (.25)	2.75
2.28.20	TC Belisle, finalized litigation summary (.25); TC Det. Gardzella, review of warrant (.25); work on PEG fee letter (.50); Cross Pointe Council Resolution Draft (.25)	1.25
2.29.20	Review of Council package (.25)	.25
3.2.20	TC FS, CB, Sue Como (.25); TC Court Randazzo, TC conference call with Judge on Randazzo (.50); emails and file review on GFL, Medstar (.25); review of Tokio Marine coverage letter, Thiel (.25); review of Municipal Court docket (.25); attendance at Council meeting (.25)	1.75
3.3.20	Attendance at Election Commission meeting (1.00); meeting with Sue Como, email on Medstar (.25); TCs Municipal Court docket (.25); review of Cyber Ins. Rider (.25)	1.75
3.4.20	Attendance at Municipal Court (1.75); follow up on Medstar and Cyber Insurance (.25); TC BS, finalized all PEG fee letters; TCs review of all agreements (1.00); TC Ihrie, TC GT, review of continued renewal (.25); TC resident on certificate of insurance (.25)	3.50
3.5.20	TCs GT, BS (.25); TCs GT, file review on miscellaneous matters, TC CB, email on AT&T tower (.50); review of JK email and Wayne County memo, reply (.25); TC resident on Municipal Court case, TC Det Bonk, review of file (.50)	1.50
3.6.20	Attendance at oral argument, Wayne County, Randazzo (3.50); review of 2 new warrant requests, TC Det. Bur.; TC victim (.50); review of personal property tax issue, TC CB, TC resident on assault charge (.25)	4.25

	AT&T tower (.50); review of JK email and Wayne County memo, reply (.25); TC resident on Municipal Court case, TC Det Bonk, review of file (.50)	1.50
3.6.20	Attendance at oral argument, Wayne County, Randazzo (3.50); review of 2 new warrant requests, TC Det. Bur.; TC victim (.50); review of personal property tax issue, TC CB, TC resident on assault charge (.25)	4.25
3.7.20	Review of proposed PEG fee agreement (.25); review of Music on Lawn Contracts, review of state statute on personal property tax (.25)	.50
3.9.20	TCs, emails with LH, BS, review of Knights of Columbus and other matters (.75); conference call with BS, Gary Capps (.50: TCs, emails on AT&T PEG fee (.25); work on Cross Pointe (.25); review of Solar Panel ordinance, draft of amendment	2.25
3.10.20	TC GT; TC Capps, CB re: new hire, review of offer (.25); preparation of hold harmless agreement to health event (.50); solar panel ordinance work (.25); review of ordinances; email on Cross Pointe procedure (.25); TC LH, review of new claim, TC, email Bucko (.25); review of Art Van filings and email to staff, TC Sue Como, GT (.25)	1.50
3.11.20	Municipal Court docket (1.25); TCs, review of document request re: Hawthorne (.25); review of Wayne County PAYS procedure, TC (.25); work on PEG fees, TC GT, CB, review of Wayne Co. MOU (.50)	2.25
3.13.20	Work on solar ordinance amendments, TC GT (1.50); TCs Municipal Court (.25); TC Hawthorne; TCBS; code research (.50); work on colonial ordinance (.50)	2.75
3.14.20	TCs BS, research OMA, C19 issues (1.00); work on solar ordinance (.25)	1.25
3.15.20	Research on OMA; call with BS (.50)	.50
3.16.20	All call on C19 issues: OMA, legal opinion, code research, emergency services ordinance, etc. (4.50); attendance at Council meeting (1.50)	6.00
3.17.20	Review of minutes, TCs LH, BN (1.25); TC JK re: enforcement issues; continued review of Listserv re: OMA and C19 issues, review of Lochmoor contract (1.00)	2.25
3.18.20	Municipal Court (1.00); TCs GT; TC HL, review of solicitation rules and Listserv posts (.25)	1.25
3.19.20	Continued work on OMA issues, Governor's Executive Order (2.50); TCs FS, BS, BN, LH (.50)	3.00
3.20.20	TCs NB, BS (.25); review of emails (.50); review of new warrant and gun issue (.25)	1.00
3.21.20	Podcast on MML OMA Webinar (1.00); review of emergency response	

	ordinance (.25); review of Tokio Marine coverage letter (.25); review of all COVID-19 emails, etc. (.25)	1.75
3.23.20	TC G. Capp, BS (.50); TCs on Municipal Court matters (.50); afternoon review of EO 2020-21 and all follow up calls and work (3.00)	4.00
3.24.20	EO MML Webinar, critical infrastructure letters for contractors, all calls and emails (3.00); TCs LH, BS, BN re: EO/OMA, TC SC and letter for sewer contractor (1.00)	4.00
3.25.20	Continued work on OMA issues, Zoom webinar and setup, attendance at Zoom meeting; review of JK email and AG letter re: EO (2.50); TC resident (.25)	2.75
3.26.20	Review of all emails and updates on COVID-19 related issues, MDot, Comcast, TCs JK, LH, BS (3.00); Municipal Court, review of new warrant request (.25)	3.25
3.27.20	EO work and MML webinar update (1.25); initial work on AT&T request to modify cell tower; TC GT and emails (.25); work on solar panel and colonial theme ordinances (1.50); TCs, emails on SBC briefing schedule (.25); review of EO-21, federal guidance letter and prep of notification letters for essential employees and critical infra workers, all calls (2.00)	5.25
3.30.20	All emails and calls on C-19 (1.00); finalized initial amendments to solar/colonial ordinances (.50); all afternoon calls and emails on OMA, TCs SC, LH regarding employee letters (1.25); review of all AT&T, Comcast, WOW and Rocket Fiber files (.50)	3.25
3.31.20	All calls and emails GT, SC, review of MDEQ agenda item (.50)	.50

CTB = 66.75 hours at \$155.00 per hour

**TOTAL DUE:**

**\$10,346.25**

TC – Telephone  
BS- Bruce Smith  
PC Planning Commission  
JK – Dir. John Kosanke  
DV – Domestic Violence

GT – Gene Tutag  
LH – Lisa Hathaway  
CB – Cathrene Behrens  
TT – Tax Tribunal  
SBC – Annexation Petition

M/C – Mayor and Council  
Det. Bur. – Detective Bureau  
ED – Eric Dunlap  
FS – Frank Schulte

**Breakdown**

General 54.25 hours  
Municipal Court 12.50 hours  
Tax Tribunal  
P.C.

101-210-801.000	\$8,408.75
101-210-801.100	\$1,937.50
04-29-2020	
s/C. Behrens	

# CHARLES T. BERSCHBACK

Attorney and Counselor at Law

24053 JEFFERSON AVENUE  
ST. CLAIR SHORES, MI 48080  
blbwlaw@yahoo.com

586.777.0400

Fax 586.777.0430

April 27, 2020

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

RECEIVED  
APR 28 2020  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

RE: April Billing

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
3.30.20	All emails and TCs, EO, etc. (1.00); finalize initial amendments to Solar Panel/Colonial ordinances (.50); p.m. calls, emails on OMA; TCs SC, LH, review of all telecom files (1.75)	3.25
3.31.20	TCs GT, SC, emails; review of MDEQ (.50)	.50
4.1.20	Work on letters for critical infra workers and essential functions (1.00); TCs, review of OMA issues (.75); review of warrants, AG office guidelines on EO (.50)	2.25
4.2.20	All emails, Listserv review, OMA notices and procedures; review of AT&T proposal for new antenna (1.75); calls on possible EO violation (.50); SBC review (.25)	2.50
4.3.20	TCs, draft of warning letter for EO violation, review of Dept. of Health guidelines (1.25); new warrant review (.25); review of SBC brief (.75); TC BN (.25)	2.50
4.6.20	Review of FOIA EO-38, TCs, review of all emails, TCs on small cell issue, TCs FS, GT, BS, SC, LH (2.00); work on SBC reply brief (1.50)	3.50
4.7.20	Research OMA; TC LH re: remote issues; TC resident re EO (1.25); SBC reply brief (2.00)	3.25
4.8.20	SBC reply brief (1.75); TC LH, review of draft of meeting notice and procedures (.25); attendance at Zoom meeting (1.00)	3.00
4.9.20	Emails, OMA issues, work on Council Resolution, TCs LH (1.25)	1.25
4.10.20	Review of new EO 2020-42; TCs on order, review of emails (2.00); review and research on OMA procedural issues, Milk River question (2.00)	4.00
4.13.20	TCs, emails, BN, BS, GT; review of Verizon request (.25); work on SBC Reply Brief (3.50); continued review of minutes/procedural question (.25)	4.00

4.14.20	Warrant review, TC Det. Chalut (.25); finalized/filed SBC Reply Brief (.50); TC LH on pending items (.25); TC GT, review of small cell file (.25); work on PEG fee amendment, letter to M/C, status (.25)	1.50
4.15.20	Review of EO-48, emails (.50); review of Verizon small cell request, TCs, emails, review of prior file from Mobilite (1.00); review and research on Lochmoor issue and EO (.50); TC AT&T file (.25)	2.25
4.16.20	TCs Milk River, BN, BS, review of ordinances and Charter, emails (1.00); research on minutes, TC LH (.50); email to Hawthorne Road loan servicer, file review (.50)	2.00
4.17.20	Research on Milk River issues, TCs, draft of letter (2.00); review of legal opinion files (.50)	2.50
4.20.20	TCs BS, GT, work on Milk River letter (.50); work on Verizon small cell application, Zoom meeting with Watza (2.00); finalize GFL agreement, TC GFL attorney (.25); TCs, review of new warrant request (.25)	3.00
4.21.20	TC BN, review of EOs, research on OMA, future meetings (1.50); work on Verizon 5G file (.25); work on GFL, miscellaneous emails, Milk River file (.50)	2.25
4.22.20	Research, EO review, TC AG's office, draft letter to Lochmoor, letter to Mack Avenue Business re: EO violation, TCs JK, GT, BS, work on Milk River issue (2.25)	2.25
4.23.30	Zoom meeting with GT and Verizon and letter to Verizon (.75); TCs Det. Bur, LH, Milk River letter (.50); municipal employee webinar (.50)	1.75
4.24.20	Work on Milk River issue, all work on new EO 2020-59, webinar regarding enforcement of EO; TCs with CB, BS, and BN (3.50)	3.50

CTB = 51.00 hours at \$155.00 per hour

**TOTAL DUE: \$7,905.00**

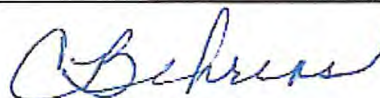
TC – Telephone  
BS- Bruce Smith  
PC Planning Commission  
JK – Dir. John Kosanke  
DV – Domestic Violence

GT – Gene Tutag  
LH – Lisa Hathaway  
CB – Cathrene Behrens  
TT – Tax Tribunal  
SBC –State Boundary  
Commission

M/C – Mayor and Council  
Det. Bur. – Detective Bureau  
ED – Eric Dunlap  
FS – Frank Schulte  
EO – Executive Order

**Breakdown**  
General 49.75 hours  
Municipal Court 1.25 hours  
Tax Tribunal 0 hours  
P.C. 0 hours

**101-210-801.100 \$7,711.25**  
**101-210-801.200 \$193.75**  
**04/27/2020**



**Bruce Smith 4/27/20**