

CITY OF GROSSE POINTE WOODS
Electronic Committee-of-the-Whole Agenda
Monday, October 12, 2020
7:00 p.m.

Mayor Robert E. Novitke has called a meeting of the City Council, meeting as a Committee-of-the-Whole. The meeting will be conducted by video (Zoom) and telephone conference in accordance with the City of Grosse Pointe Woods City Council Resolution adopted May 4, 2020. This notice is being provided to ensure that those wishing to participate in the meeting have an opportunity to do so. Additional instructions are listed below.

Join Zoom Meeting

<https://zoom.us/j/92923891344?pwd=RmFHRnpbRldTU3ZXM2I3Z1hBdFppdz09>

Meeting ID: 929 2389 1344

Passcode: 740904

Join by Phone:

Dial by your location

877 853 5247 US Toll-free

888 788 0099 US Toll-free

Meeting ID: 929 2389 1344

Passcode: 740904

Facilitator's Statement.

1. CALL TO ORDER
2. ROLL CALL
3. ACCEPTANCE OF AGENDA
4. Solar Panels – Lake Front Park
 - A. Proposal 05/14/20 – Peter Basso Associates, Inc.
5. Ordinance Update – Colonial Theme
6. Ordinance Update - Solid Fence
 - A. Letter 10/07/20 – City Attorney
 - B. Proposed Ordinance Amendment – Article IX – Fences
7. Signage Request – Grosse Pointe Woods Foundation
 - A. Email 10/08/20 – Lisa Fuller
 - B. Proposed Signage
8. Federal Community Development Block Grant Program
 - A. Letter 10/05/20 – Wayne County Community Development Director
 - B. Amended and Restated Urban County Cooperative Agreement
9. Chene-Trombley Playscape
10. Request to Bag Meters for Holidays
 - A. Email 09/02/20 – Mary Rogers
 - B. Email 10/08/20 – City Administrator
11. Update – Fire Truck
12. Items Proposed To Be Removed:
 - A. Oxford Road Construction
 - B. Allard Road Petitions

- C. Mini Golf Signs
- D. Pool Closure
- E. Firetruck Financing
- F. Non-Union Increases
- G. Grosse Pointe Woods Foundation,
proposed project - Miniature Golf Course
- H. 2019/20 Non-Union Employee Benefits
- I. Update: City-Hall Clean-Up
- J. City Hall Re-Construction

13. NEW BUSINESS/PUBLIC COMMENT

14. ADJOURNMENT

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

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

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

Instructions for meeting participation

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

Join Zoom Meeting

<https://zoom.us/j/92923891344?pwd=RmFHRnpoRldTU3ZXM2I3Z1hBdFpdpz09>

Meeting ID: 929 2389 1344

Passcode: 740904

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

877 853 5247 US Toll-free

888 788 0099 US Toll-free

Meeting ID: 929 2389 1344

Passcode: 740904

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 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 Committee;
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	mayornovitke@comcast.net	586 899-2082
Art Bryant, Council Member	arthurwbryant@gmail.com	313 885-2174
Ken Gafa, Council Member	kgafa@comcast.net	313 580-0027
Vicki Granger, Council Member	grangergpw@aol.com	313 460-5250
Mike Koester, Council Member	koester.gpw@gmail.com	313 655-4190
Todd McConaghy, Council Member	todd.mcconaghygpw@yahoo.com	248 765-0628
George McMullen, Council Member	george@grmcmullen.net	313 549-6363
Lisa Hathaway, City Clerk	lhathaway@gpwmi.us	313 343-2447

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

cc:

Council – 7
Berschback
Smith

Hathaway
Rec. Secretary
Email Group

Media - Email
Post -8
File

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



Mechanical
Electrical
Energy Management
Communication Technologies
Architectural Lighting Design
Commissioning

May 14, 2020

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

Attention: Mr. Bruce Smith
City Administrator / Police Commissioner

Subject: Proposal for Professional Services
Grosse Pointe Woods
Solar Photovoltaic Feasibility Study

RECEIVED
OCT - 8 2020
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Dear Mr. Smith:

Peter Basso Associates, Inc. (PBA) is pleased to offer the services of our staff to The City of Grosse Pointe Woods (Client) for your Photovoltaic Study project. The following is our understanding of the Project and the services which are to be provided.

PROJECT DESCRIPTION

The City of Grosse Pointe Woods would like to understand the feasibility, capital cost and energy benefits of installing solar photovoltaic generation at city facilities.

The study will consider three sites: City Hall, Lake Front Park and the DPW.

The study will examine "behind the meter" solar PV installation, including:

- The energy consumption at each site
- The coincident energy use (Energy used during peak PV production)
- The space and opportunity for PV installation
- The estimated energy offset based on DTE distributed Generation Rider 18 per KW of PV installed

We will also engage DTE Energy for a discussion on alternative approaches including the Mi-Green Energy program or other potential opportunities for community solar investment and will compare against a traditional behind the meter installation.

SCOPE OF PBA SERVICES

Services to be provided by PBA will include:

1. Engineering services for PV systems study.
2. Attendance at the following meetings:
 - a. Meetings with DTE to determine viability of proposed plan and alternatives
 - b. Review and coordination meetings with the Owner as reasonably required.

5145 Livernois, Suite 100
Troy, MI 48098-3276
Tel: 248-879-5666
Fax: 248-879-0007

2001 Commonwealth Blvd., Ste. 203
Ann Arbor, MI 48105
Tel: 734-913-4749
Fax: 734-913-4957

www.PeterBassoAssociates.com

PETER BASSO ASSOCIATES, INC.

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City of Grosse Pointe Woods
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3. Development of concept design and budgetary cost impact.
4. Development of estimated Energy productions and subsequent cost.

CLIENT RESPONSIBILITIES

It is understood that Client and/or the Owner will provide the following information and/or assistance to PBA:

1. Assignment of a single Project Manager to serve as a liaison between Client and PBA.
2. Owner representation as necessary to review options with DTE.

CONSULTANTS

If special needs arise for which it is mutually agreed that the services of special consultants are required, such special services will be invoiced as a reimbursable expense when approved by Client.

FEE

We propose to provide the services described herein for an hourly not-to-exceed fee of Six Thousand, Two Hundred Dollars (\$6,200).

REIMBURSABLE EXPENSES

In addition, the following reimbursable expenses will be billed at 1.0 times cost:

1. Transportation to and from the job site (and other transportation costs related to the project).
2. Fees paid for securing approval of authorities having jurisdiction over the project.
3. Reproduction, postage, and handling of drawings and specifications.

CHANGES AND ADDITIONAL WORK

For additional work or changes in scope, we will provide the services of our staff on an hourly basis in accordance with our standard billing rate schedule, plus reimbursable expenses. Our standard billing rate schedule is subject to periodic revision.

SERVICES NOT INCLUDED

The following services are not included in our fee proposal:

1. Preparation of construction documents for the PV system.

INSURANCE

For the protection of our clients as well as our firm, we carry insurance protection including professional liability and Worker's Compensation insurance. The extent and types of insurance can be provided upon request.

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PROJECT SCHEDULE

We can begin work upon receipt of your written authorization to proceed and we will complete the work within a reasonable, agreed-upon schedule.

Peter Basso Associates, Inc. has the experience and resources to successfully complete this Project and we would appreciate the opportunity to be of service.

If you have any questions regarding our proposal or wish to discuss any aspect of the Project, please contact us.

Sincerely,

PETER BASSO ASSOCIATES, INC.



Scott A. Garrison
Principal
May 14, 2020

ACCEPTANCE:

The undersigned represents that he or she is authorized to sign this Proposal on behalf of Client. The undersigned warrants that he or she has read the terms of the Proposal and the attached TERMS AND CONDITIONS and agrees to be bound by the provisions of this Proposal and the attached TERMS AND CONDITIONS. The TERMS AND CONDITIONS are incorporated into and made a part of this Proposal. The above Proposal is valid if accepted within 30 days of receipt.

(Signature)

(Typed or Printed Name)

(Company Name)

(Title)

(Date)

(Client Project or P.O. #)

PETER BASSO ASSOCIATES, INC.

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TERMS AND CONDITIONS

Peter Basso Associates, Inc. ("PBA") shall perform the services outlined in the attached Proposal for the stated fee arrangement. The terms "proposal" and "agreement" shall have the same meaning and effect. The following Terms and Conditions are incorporated into and made a part of the agreement between PBA and the Client.

1. Opinions of Probable Cost:

In providing opinions of probable construction cost, the Client understands that PBA has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of PBA's qualifications and experience. PBA makes no warranty or guaranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

2. Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and PBA shall be submitted to non-binding mediation. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.

3. Billings/Payments:

Invoices for PBA's services shall be submitted on a monthly basis. Invoices shall be payable upon receipt of the invoice. If the invoice is not paid within 30 days, PBA may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of the services.

4. Late Payments:

Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% per month, compounded annually, on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

5. Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless PBA, its officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and expenses, arising out of or in any way connected with the Project or the services performed under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence of PBA.

6. Certifications, Guarantees and Warranties:

PBA shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence PBA cannot ascertain.

7. Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the Project to both the Client and PBA, the risks have been allocated such that PBA's (including its officers, directors, employees, agents and sub-consultants) total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$25,000, or PBA's fee on the Project, whichever is greater.

8. Consequential Damages:

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor PBA, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and PBA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

9. Termination of Services:

This agreement may be terminated by the Client or PBA should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay PBA for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

10. Ownership of Documents:

All documents produced by PBA under this agreement (and the copyright interests thereto) shall remain the property of PBA and may not be used by the Client for any other endeavor without the written consent of PBA.

11. Verification of Existing Conditions:

Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by PBA regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, and in consideration of the substantial risks to PBA in rendering professional services in connection with this Project, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against PBA, its officers, directors, employees, agents or subconsultants, which

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may arise out of or in connection with this Project or the performance by any of the parties above-named of the services under this Agreement.

12. Design without Contract Administration Services:

It is understood and agreed that if PBA's services under this agreement do not include construction observation of the work during construction or any other contract administration services, that such services will be provided or arranged by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and waives any claims against PBA that may be in any way connected thereto. The Client agrees to defend, indemnify and hold PBA harmless from any loss, claim or cost arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions.

13. Control of Work and Jobsite Safety.

Neither the professional activities of PBA, nor the presence of PBA or its employees and sub-consultants at a construction/project site, shall relieve the Contractor of its obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents, and any health or safety precautions required by any regulatory agencies. PBA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Contractor shall be solely responsible for the work and jobsite safety.

14. Definition of "Hazardous Materials":

As used in this agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes), or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

15. Hazardous Materials – Suspension of Services:

Both parties acknowledge that PBA's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event PBA or any other party encounters any hazardous or toxic materials, or should it become known to PBA that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of PBA's services, PBA may, at its option and without liability for consequential or any other damages, suspend performance of its services under this agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

16. Hazardous Materials Indemnity:

The Client agrees, notwithstanding any other provision of this agreement, to the fullest extent permitted by law, to defend, indemnify and hold harmless PBA, its officers, directors, employees, agents and the sub-consultants from any against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and expenses arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence of PBA.

17. Assignment:

Neither Client nor PBA shall assign, sublet or transfer any rights under or interest in this agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. Nothing contained in this paragraph shall prevent PBA from employing such independent consultants, associates and subcontractors, as it may deem appropriate to assist in the performance of services.

18. Entire Agreement:

This agreement represents the entire and integrated agreement between PBA and the Client and supersedes all prior negotiations, representations or agreements, whether written or oral. All PBA notes, disclaimers, details, specifications and instructions on PBA's drawings in connection with the Project which is the subject of this agreement shall be incorporated as part of this agreement. Only a written instrument signed by both PBA and the Client may amend this agreement.

19. Binding Effect:

Client and PBA each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this agreement.

20. Governing Law:

This agreement shall be governed by the laws applicable to the State of Michigan.

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400

FAX (586) 777-0430

blbwlaw@yahoo.com

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RECEIVED

October 7, 2020

OCT - 7 2020

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

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

RE: Fence Ordinance Revision
10-12-2020 COW

Dear Mayor and Council:

I have attached a draft of revisions to the Fence Ordinance. Mr. Tutag and I are still reviewing these revisions but I wanted to provide you with our initial work for discussion purposes.

These revisions do not change the existing rules regarding fences in general or solid fences specifically. They are meant to clarify the definition of a solid fence. Solid fences would still be prohibited, except as provided under Section 8-284(3) (for that portion of a fence that faces a street on a corner lot or when a fence faces an alley). Although solid fences are prohibited, "shadow box" fences are still permitted. Examples of shadow box type fences will be on file and available for inspection with the building department.

The intent for the October 12th meeting would be to obtain input from the Council on these revisions, and then Mr. Tutag and I would finalize the revisions and submit them to the Council for a first reading in November. Thank you.

Very truly yours,

Charles Berschback

CHARLES T. BERSCHBACK

CTB:nmg

cc: Bruce Smith
Lisa K. Hathaway
Gene Tutag

ARTICLE IX. - FENCES

Sec. 8-274. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adjacent property means a property having a common boundary line.

Fence means any structure erected or placed along or within four feet of the property line to act as a boundary marker or erected for the purpose of restricting access to or from a lot or parcel of land, whether enclosing all or a part of said lot or parcel in all zoning districts.

Front yard means that portion of the front yard established between the sidewalk and ten feet behind the front most main building line. If a sidewalk does not exist, the front yard shall mean that portion of the front yard established between the end of the city right-of-way and ten feet behind the front most main building line.

~~*Solid fences* means open~~ *Open fence* means and includes fences commonly known as chain link, post and rail, wrought iron, and picket, which allow 50% or more open space between the boards, slats, or rails. Examples of open fences are on file and available for inspection with the building department.

Ornamental tops means wood, vinyl or metal decorative caps placed on the tops of fence posts, corners, ends or gateposts.

Property grade line, for determining the height of a fence or landscaping used in place of fencing, means the level of the ground or pavement adjacent to the fence or landscaping.

Rear yard means that portion of the yard between the rearmost corner of the main building line and the rear property line.

Semi-open fence means and includes fences commonly known as "shadowbox" and "board on board" fences, which allow spacing between the boards, slats, and rails when viewed from a 45 degree angle. SamplesExamples of semi-open fences are on file and available for inspection with the building department.

Side yard means that portion of the yard between the residential home and side property line, beginning at ten feet back from the front most main building line to the rearmost corner of the main building line.

Solid fence means a fence constructed of opaque or substantially opaque material (such as wood or vinyl) that prevents viewing the other side of the fence, thereby providing a visual barrier. A visual barrier exists if less than 50% of the vertical or horizontal surface of the entire fence is open to the free passage of air and light, and the distance or open space between the boards, slats, or rails is less than or equal to ~~two~~2 inches when viewed at 90 degrees to the fence line. Solid fences includes fences commonly referred to as privacy fences and other sight obscuring fences. SamplesExamples of solid fences are on file and available for inspection with the building department. Determination of whether a fence is solid or not shall be made by the Building Official.

(Code 1997, § 10-321; Ord. No. 748, § 1, 6-19-2000; Ord. No. 865, 9-21-2015)

Sec. 8-275. - Compliance required.

It shall be unlawful for the owner or occupant of premises to erect, place or install any fence in violation of the provisions of this article. No resident may plant or permit the planting of any shrubs, bushes or hedges that will be used as fences in a front yard in violation of the provisions of this article.

(Code 1997, § 10-322; Ord. No. 748, § 1, 6-19-2000; Ord. No. 865, 9-21-2015)

Before any fence shall be erected, placed or installed, a permit therefore shall be obtained from the building inspector, upon application in writing. Such application shall set forth a description of the fence proposed to be erected, placed or installed and the location thereof, together with such additional information as shall be required to evidence compliance with the provisions of this article. Upon the issuance of a permit for the erection, placing or installing of a fence, a permit fee as currently established or as hereafter adopted by resolution of the city council from time to time shall be paid.

(Code 1997, § 10-323; Ord. No. 748, § 1, 6-19-200; Ord. No. 865, 9-21-20150)

Sec. 8-277. - Landscape screening—Front yard.

Shrubs, bushes or hedges, to be used in the place of front yard fencing, shall be limited to a height of 30 inches from the property grade line. Such shrubs, bushes or hedges shall be kept trimmed by the owner or occupant of the property so as not to extend over the property lot line.

(Code 1997, § 10-324; Ord. No. 748, § 1, 6-19-2000; Ord. No. 865, 9-21-2015)

Sec. 8-278. - Fence ownership.

Ownership of a fence shall be determined by the fence permit applicant as follows:

- (1) By a search of permits issued to the property in question and adjacent properties; or
- (2) By mutual agreement of the adjacent property owners. If a fence is located upon a lot line and ownership cannot be determined, then each party owning property adjacent to the fence shall be responsible for the care, upkeep and maintenance of the fence facing their property; or
- (3) By proof showing that a current or former property owner built the fence; or
- (4) The building official may determine ownership by other means if subsections (1), (2) or (3) are insufficient.

(Code 1997, § 10-325; Ord. No. 748, § 1, 6-19-2000; Ord. No. 865, 9-21-2015)

Sec. 8-279. - General requirements and maintenance.

The following are general requirements for fences:

- (1) ~~All fences shall be constructed of open lattice work of metal, wood, vinyl or of woven wire in such a manner so that there shall be a minimum of two-inch openings throughout 50 percent of the length or height of the fence.~~ Approved fence materials. All fence material must be approved by the building official and include materials normally manufactured for and used as fencing material such as; wrought iron or other decorative metals suitable for fence construction, wood-planks, chain link and vinyl composite manufactured specifically as fencing material. Alternative material may be approved by the building official if the official finds that the proposed design is satisfactory and complies with the intent of this article and that the materials are at least the equivalent permitted in this ordinance in with respect to quality, strength, effectiveness, durability and safety.
- (2) Fences shall not be constructed with sharp points at the uppermost portion of the fence.
- (3) The supporting framework of any fence shall not face adjacent properties or streets.
- (4) Fences shall not be attached to existing fences, i.e., cyclone fence attached to wooden fence.
- (5) No fence shall be erected adjacent to another fence.

- (6) No fence shall have barbed wire, razor wire, electrical current, concertina wire or other similar material.
- (7) The owner of any fence shall maintain their fence in accordance with the provisions of this Code.
- (8) All fences shall be maintained plumb and true with adequate support in a safe manner. The owner of a fence shall remove and/or repair a fence that is dangerous, dilapidated or otherwise in violation of this Code.
- (9) Any person who erects, builds and/or constructs any fence upon property which such person owns and/or leases shall be responsible for the repair, upkeep and maintenance of the fence.
- (10) Any person who owns property upon which a fence has been constructed by a previous owner shall be responsible for the care, upkeep and maintenance of the fence.
- (11) It shall be the responsibility of the person installing the fence to ensure such fence is placed on or within their own property line.
- (12) Solid fences are prohibited except as provided in Section 8-284(3).
- (13) Semi-open fences are permitted provided that they meet the two inch spacing requirement in Section 8-274 and other requirements of this article.
- (14) Open fences are permitted provided they meet the other requirements of this article.

(Code 1997, § 10-326; Ord. No. 748, § 1, 6-19-2000; Ord. No. 865, 9-21-2015)

Sec. 8-280. - Front yard fences.

Front yard fences shall have a minimum height of 24 inches and a maximum height of 30 inches from the property grade line. Front yard fences shall be placed a minimum of 18 inches from the sidewalk. If a sidewalk does not exist, front yard fences shall be placed a minimum of 18 inches from the edge of the established public right-of-way.

(Code 1997, § 10-327; Ord. No. 748, § 1, 6-19-2000; Ord. No. 865, 9-21-2015)

Sec. 8-281. - Rear yard fences.

Rear yard fences shall be constructed to a maximum height of four feet from the property grade line.

(Code 1997, § 10-328; Ord. No. 748, § 1, 6-19-2000; Ord. No. 865, 9-21-2015)

Sec. 8-282. - Side yard fences.

The following are requirements for side yard fences:

- (1) Side yard fences shall be constructed to a maximum height of four feet from the property grade line.
- (2) Side yard fences on the street side of corner lots may be constructed to a maximum height of six feet from the property grade line.
- (3) Side yard fences on corner lots shall be placed a minimum of 18 inches from the sidewalk. If a sidewalk does not exist, side yard fences shall be placed a minimum of 18 inches from the edge of the established public right-of-way.

(Code 1997, § 10-329; Ord. No. 748, § 1, 6-19-2000; Ord. No. 865, 9-21-2015)

Sec. 8-283. - Ornamental fence tops.

Ornamental tops shall not be considered as a part of the allowable fence height and are limited to a maximum height of eight inches.

(Code 1997, § 10-330; Ord. No. 748, § 1, 6-19-2000; Ord. No. 865, 9-21-2015)

Sec. 8-284. - Exceptions to this article.

(a) *Exceptions.* Notwithstanding anything to the contrary provided in this article, exceptions from the provisions of this article shall be made under the following circumstances:

- (1) *Rear fences.* Rear yard fences may be constructed to a maximum height of six feet from the property grade line with the adjacent property owners' consent. Consent from the adjacent property owners must be submitted to the building department in writing with the permit application. If a rear yard is directly parallel to a public street and not a residential lot, property owners are then the city, and consent from the city administrator is required.
- (2) *Side yard fences.* Side yard fences may be constructed to a maximum height of six feet from the property grade line with the adjacent property owners' consent. Consent from the adjacent property owners must be submitted to the building department in writing with the permit application. If a side yard is directly parallel to a public street and not a residential lot, property owners are then the city, and consent from the city administrator is required.
- (3) *Solid fences.* Notwithstanding the general requirements found in subsection 8-279(1), solid fences are permitted under the following circumstances:
 - a. For that portion of a fence that faces a street on a corner lot;
 - b. When a fence faces an alley.
- (4) *Special circumstances.* Applications meeting the requirements of this article and subsections (a)(1), (2) or (3) above do not require a public hearing, and shall be approved by the building inspector if the application otherwise meets the requirements of this chapter. All other exceptions from the provisions of this article require a public hearing and approval from the city council. The council may consider any or all of the following, along with other information:
 - a. Balancing the relative hardships between the property owner and adjacent property owners;
 - b. Whether special circumstances or conditions exist;
 - c. Whether pedestrian or vehicular vision will be affected;
 - d. The general health, safety and welfare of the neighborhood.

(b) *Public hearing.* Any applicant seeking a hearing under the provisions of this article shall pay to the city a hearing notice fee set by council resolution for the scheduling of such hearing. Payment shall be made at the time the application is made for a hearing. The public hearing fee may be modified by a resolution of the city council as adopted from time to time. The city shall mail notice of the hearing to adjacent property owners at least seven days prior to the hearing date.

(Code 1997, § 10-331; Ord. No. 748, § 1, 6-19-2000; Ord. No. 865, 9-21-2015; Ord. No. 871, 12-19-2016; Ord. No. 879, 10-15-2018)

Secs. 8-285—8-301. - Reserved.



Lisa Hathaway

From: Lisa Fuller <lisafuller135@gmail.com>
Sent: Thursday, October 8, 2020 12:26 PM
To: Lisa Hathaway
Cc: Bruce Smith
Subject: GPW Foundation Request to post signage
Attachments: GPWF proposed signs 10.7.20.pdf

Lisa,

Thank you for your assistance toward getting this request on the agenda for the October 12th Committee of the Whole meeting.

The Foundation would like to post signs at the entrance to the Marter Road DPW site on October 17th, the hazardous waste drop-off day. They would be standard-sized lawn signs to be purchased by the Foundation, and would be placed according to instruction from the city and removed in a timely manner. Attached are the sign designs.

Please let me know of any additional details needed.

Lisa
313-520-7702



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Warren C. Evans
Wayne County Executive

RECEIVED
OCT - 7 2020
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

October 5, 2020

The Honorable Robert Novitke, Mayor
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Dear Mayor Novitke:

The United States Department of Housing and Urban Development (HUD) requires that Participating Jurisdictions and the Urban County of Wayne be bound by Cooperation Agreements every three years in order to qualify for federal funding through the Community Development (CDBG), HOME Investment Partnerships, and the Emergency Solutions Grant (ESG) Programs on a three year cycle. The time has come again address this agreement that will allow your community to continue to qualify for federal funding.

The City of Grosse Pointe Woods has been a Participating Jurisdiction with Wayne County for the last six years. I am attaching a copy of the Cooperation Agreement currently in effect with its automatic renewal provision. If you would like to continue your current relationship and maintain your eligibility to receive federal funds from any of the programs listed above through the Urban County, you do not have to do anything.

You have the right, however, to be excluded from this relationship for the years of 2021 through 2023 and you may do so by stating, in a written reply to this notification that you wish to withdraw. You may send this communication to me at:

Terry Carroll
County of Wayne
500 Griswold, 28th Floor
Detroit, MI 48226

I must receive your withdrawal response by November 5, 2020. I would be happy to discuss any questions or comments you may have regarding this matter and you may call me at (313)224-6046.

Sincerely,

Terry Carroll, Community Development Director

CC: Susan Como

**AMENDMED AND RESTATED URBAN COUNTY
COOPERATIVE AGREEMENT
FOR THE
FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AMENDED AND RESTATED AGREEMENT is made and entered upon execution by and between the City/Township of _____, State of Michigan, hereinafter referred to as the "Community", and the County of Wayne, Charter County of the State of Michigan, hereinafter referred to as the "County".

MUTUAL UNDERSTANDINGS

- A. The Federal Housing and Community Development Act of 1974, as amended (the "Act"), provides to certain "urban counties" (as that term is defined in the Act) of funds for community development purposes.
- B. The County has been designated as an "urban county" within the meaning of the Act, and is authorized to make funds available to certain communities within its boundaries, provided that it first obtains cooperative agreements with such communities.
- C. In 2000 the County and Community entered into a cooperative agreement ("Agreement") to satisfy the requirements of The Urban County Act and the Act which covered both the Community Development Block Grant Entitlement Program and, where applicable, the HOME Investment Partnership program; and
- D. The community wishes to continue participating in the programs and wishes to enter into this Amendment to update the Agreement to be in accord with the changes in the law and re-affirm its commitment to the cooperative agreement. This Amended and Restated Urban County Cooperative Agreement amends and replaces the original Agreement.

NOW THEREFORE, the Community and County do hereby promise and agree:

- 1. The Community may not apply for grants from appropriations under Small Cities or State CDBG programs for fiscal years during the period in which it is participating in the urban county's CDBG program.
- 2. The Community may not participate in HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
- 3. The County shall have final responsibility for selecting Community Development Block Grant (and HOME, where applicable) activities and annually filing a Consolidated Plan with HUD.

4. The County will, on behalf of the community, execute essential Community Development and Housing Assistance applications, plans, programs and projects eligible under the Housing and Development Act of 1974 as amended.
5. The Community and County will cooperate to undertake, or assist in undertaking, community renewal and lower housing assistance activities, specifically urban renewal and publicly assisted housing.
6. The Community and the County will take all actions necessary to assure compliance with the County's certification required by Section ~104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws; that the County is prohibited from funding activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction, or that impedes the County's actions to comply with the county's fair housing certification; and that funding by the County is contingent upon the Community's compliance with the above
7. The Community has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstration; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.
8. The qualification period of this agreement as defined in the HUD regulations and guidelines shall be Federal Fiscal Years 2015, 2016 and 2017, and such additional period of time for purpose of carrying out activities funded by Community Development Block Grants from Federal Fiscal Years 2015, 2016 and 2017 appropriations and from any program income generated from the expenditure of such funds; further that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides a written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's Urban County Qualification Notice for the next qualification period; further the County will notify the Community in writing of its rights to make such election by the date specified in HUD's Urban County Qualification Notice.
9. The automatic renewal periods elected by the parties shall commence from the qualification period defined above.
10. Failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county

qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period.

11. This Agreement remains in effect until the CDBG (and HOME where applicable) funds and income received with respect to activities carried out during the three-year qualification period (and any successive qualification periods under this automatic renewal provision) are expended and the funded activities completed, and that the County and Community may not terminate or withdraw from this agreement while this agreement remains in effect.
12. The Community shall inform the County of any income generated by the expenditure of CDBG funds received by the Community.
13. Any such program income generated by the Community must be paid to the County, unless at the County's discretion, and the Community may retain the program income as set forth in 24 CFR 570.503.
14. Any program income the Community is authorized by the County to retain may only be used for eligible activities approved by the County in accordance with all CDBG requirements as may then apply.
15. The County has the responsibility for monitoring and reporting to HUD on the use of any such program income, thereby requiring appropriate record keeping and reporting by the Community as may be needed for this purpose.
16. In the event of close-out or change in status of the community, and program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.
17. The Community shall provide timely notification to the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
18. The Community shall reimburse the County in the amount equal to the current fair market value (less any portion of the value attributable to expenditures of non-CDBG funds) or real property acquired or improved with Community Development Block Grant funds that is sold or transferred for the use which does not qualify under the CDBG regulations.
19. The community shall return to the County program income generated from the disposition or transfer of real property prior to subsequent to the close-out, change of status or termination of the cooperation agreement between the County and the Community.

20. The terms and provisions of this Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.
21. Pursuant to 24 CFR 570.501 (b), the Community is subject to the same requirements applicable to sub-recipients, including the requirement for a written agreement set forth in 24 CFR 570.503.
22. The Community will remain in Wayne County's Urban County programs for an indefinite period of time or until such time it is in the best interest of this Community to terminate the Cooperation Agreement.
23. Community may not sell, trade, or otherwise transfer all or any portion of such funds to another metropolitan city, urban county, unit of local government, or Indian tribe.

EXECUTION

IN WITNESS WHEREOF, the Community and County have by resolutions authorized this agreement to be executed by their respective officer's thereunto as of the day and year first above written.

COUNTY OF WAYNE

Ecorse

By: _____
Robert A. Ficano
County Executive

By: _____

By: _____

WITNESS

CERTIFICATION BY COUNTY CORPORATION COUNSEL

As Corporation Counsel for the County of Wayne, I hereby certify that the terms and provisions of the foregoing agreement are fully authorized under existing State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public-assisted housing in cooperation with local units of government.

Dated: _____, 2014 By: _____
Zenna El-Hassan
Wayne County Corporation Counsel

Lisa Hathaway

From: Mary Rogers <mary@clickonmary.com>
Sent: Monday, September 7, 2020 10:42 PM
To: Lisa Hathaway
Cc: Mary Rogers
Subject: The Avenue in the Woods. Xmas meters

Hello Lisa,

Can you please put us on the COW agenda & the city council meeting after. The avenue would like to bag the meters again this year. It was a really nice thing to do for the merchants to promote the Avenue shopping and dining around the holidays.

The dates we are asking for are Dec 14th - Dec 31st. The way Christmas falls the meter lady won't be working around Christmas this year.

What are the dates of the upcoming meetings please?

Thank you,

Mary & Colleen Dyer, President

Please confirm receipt.



Mary Aubrey Rogers

Associate Broker, e-Pro, CNE, ABR

313-319-5679

mary@clickonmary.com

<http://www.clickonmary.com/>

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Lisa Hathaway

From: Bruce Smith
Sent: Thursday, October 8, 2020 2:39 PM
To: Lisa Hathaway
Subject: FW: Free parking holiday season

For CoW

From: Frank Schulte <fschulte@gpwmi.us>
Sent: Wednesday, October 7, 2020 4:03 PM
To: Bruce Smith <bsmith@gpwmi.us>
Cc: Susan Como <SComo@gpwmi.us>; Jeanne Duffy <jduffy@gpwmi.us>
Subject: Free parking holiday season

Hi Bruce,

The City Of Grosse Pointe Woods receives on the average \$4,000.00 in revenue from the parking meters and additional \$3,000.00 in revenue from parking tickets per week. The average annual income is \$364,000.00

Thanks,

Frank Schulte
Director of Public Services
City of Grosse Pointe Woods
1200 Parkway Dr
Grosse Pointe Woods, MI 48236
313 343-2460

"It's not what you look at that matters, it's what you see." ~Henry David Thoreau