

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, August 2, 2021
7:00 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA
6. MINUTES
 - A. Council 07/19/21
 - B. Committee-of-the-Whole 07/26/21
 - C. Beautification Advisory Commission 06/09/21,
w/recommendations:
 1. 2021 Awards Night Dinner – Lochmoor Club
Reservation
 2. 2021 BAC Awards Night Budget
 - D. Planning Commission 01/26/21, 03/23/21
 - E. Tree Commission 07/07/21
7. COMMUNICATIONS
 - A. Affordability & Planning Grant – EGLE
 1. Memo 07/22/21 – City Administrator
 2. Email 05/04/21 – EGLE-Central Grants
 - B. 2021 SEMCOG Membership/Budget Amendment
 1. Invoice No. INV00768 07/01/21 - \$2,422.00.
8. BIDS/PROPOSALS/
CONTRACTS
 - A. Agreement – Appraisal Retainer, Cook Road 2017 LLC
(Equestrian Club)
 1. Letter 07/27/21 – City Attorney
 2. Appraisal Retainer Agreement
 - B. Contract: 2021 Sewer Rehabilitation by CIPP Lining
 1. Memo 07/22/21 – Department of Public Services
 2. Letter 07/19/21 – City Engineer
 - a. Tabulation of Bids 06/29/21
 - C. Contract/Budget Amendment: 2021 Sewer Cleaning and
CCTV Investigation Program
 1. Memo 07/22/21 – Director of Public Services
 2. Letter 07/19/21 – City Engineer
 - a. Tabulation of Bids 06/29/21
 - D. City Engineer Design Fees – 2021/22 Construction
Projects
 1. Memo 07/23/21 – Director of Public Services

2. Letter 07/23/21 – City Engineer
 - E. Agreement: Provencal Annexation
 1. Settlement Agreement with Grosse Pointe Farms
9. PROCLAMATION A. Eastside Dermatology 25th Anniversary
10. CLAIMS/ACCOUNTS A. Assessing Services
 1. WCA Assessing Invoice No. 07132021 07/13/21 - \$6,258.25.
11. NEW BUSINESS/PUBLIC COMMENT
12. ADJOURNMENT

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

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

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

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



MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE
POINTE WOODS HELD REMOTELY ON MONDAY, JULY 19, 2021.

The Facilitator's statement was provided.

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

Roll Call*: Mayor Bryant
Council Members: Brown, Gafa (Clare, MI), Granger, Koester, McConaghy (Southfield, MI),
Vaughn (Detroit, MI)
Absent: None
(*Unless specifically identified otherwise, Council Members attended remotely from Grosse Pointe Woods, MI.)

Also Present: City Administrator Smith
City Attorney Anderson
Treasurer/Comptroller Murphy
City Clerk Hathaway
Building Official Tutag
Recreation Supervisor Gerhart
Facilitator/Deputy City Clerk Antolin

The following Commission Member(s) was/were in attendance:

- Mike Fuller, Planning Commission

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

Motion carried by the following vote:

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

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

1. City Council Minutes dated July 12, 2021.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Granger, regarding **contract/compensation – City Administrator**, that the City Council concur with the recommendation of the Compensation and Evaluation Committee at their meeting held July 8, 2021, and extend the contract of the City Administrator (Bruce Smith) from July 1, 2021, through June 30, 2022, with a 2.5% increase (\$126,096.80) in compensation, and to authorize the Mayor to sign the contract as submitted.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Granger, regarding **contract/compensation – Treasurer/Comptroller**, that the City Council concur with the recommendation of the Compensation and Evaluation Committee at their meeting held July 8, 2021, and extend the contract of the Treasurer/Comptroller (Shawn Murphy) from July 1, 2021, through June 30, 2022, with a 2.5% increase (\$90,200.00) in compensation, and to authorize the Mayor to sign the contract as submitted.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Vaughn, regarding **contract/compensation – City Clerk**, that the City Council concur with the recommendation of the Compensation and Evaluation Committee at their meeting held July 8, 2021, and extend the contract of the City Clerk (Lisa Hathaway) from July 1, 2021, through June 30, 2022, with a 2.5% increase (\$84,073.59) in compensation, and to authorize the Mayor to sign the contract as submitted; and that labor counsel address certain issues raised during the compensation and evaluation process.

Motion carried by the following vote:

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

Motion by Granger, seconded by McConaghy, regarding **appointment – Citizen’s Recreation Commission**, that the City Council concur with the Citizen’s Recreation Commission at their meeting held June 15, 2021, and make the following appointment:

1. Amanda Starkey with a term to expire 12/31/23.

Motion carried by the following vote:

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

Motion by Gafa, seconded by Granger, regarding **Coronavirus Local Fiscal Recovery Fund – Non-Entitlement Units**, that the City Council approve and authorize the City Administrator to sign the required documents accepting the Coronavirus Local Fiscal Recovery Funds (CLFRF) for submission to the Michigan Department of Treasury.

Motion carried by the following vote:

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

Motion by Brown, seconded by McConaghy, regarding **request to use Lake Front Park Tennis Courts – University Liggett**, that the City Council approve the request of University Liggett to use six tennis courts at Lake Front Park on Tuesday, August 24, 2021, Saturday, August 28, 2021, Saturday, September 11, 2021, Saturday, September 18, 2021, Saturday, September 25, 2021, Thursday, October 7, 2021, from 8:00 a.m. – 3:00 p.m.; and Tuesday, October 5, 2021, from 3:30 p.m. – 6:30 p.m., contingent upon the following:

1. Teams follow all park rules and MHSAA rules including clearing the courts during storms;
2. Teams relinquish courts to residents on courts 1 and 2;
3. Teams clean up trash around the courts after use;

4. Teams submit current rosters;
5. The School System shall provide the City with evidence of at least One Million Dollars (\$1,000,000.00) of liability insurance showing the City of Grosse Pointe Woods as an additional named insured of such insurance. The City shall be entitled to notice of any change in such policy. The insurance company issuing this policy shall have an A or better rating;
6. Use of recreational facilities must be in compliance with the guidelines in place by the Michigan Department of Health and Human Services on the dates requested.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Granger, regarding **Michigan Municipal League (MML) Annual Meeting Notice – Designation of Delegate(s)**, that City Council authorize a City Delegate to attend the Michigan Municipal League's Annual Meeting being held on Wednesday, September 22, 2021, at 4:15 p.m. in Grand Rapids, MI, to cast the vote of the municipality and to designate one other official to serve as alternate.

Motion carried by the following vote:

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

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

Motion carried by the following vote:

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

Motion by Vaughn, seconded by Gafa, regarding **contract: Electrical Inspector**, that the City Council approve the Independent Contractor Agreement with Tom Hernden to serve as the City's Electrical Inspector, and authorize the City Administrator to sign the Agreement.

Motion carried by the following vote:

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

Motion by Vaughn, seconded by McConaghy, regarding **Terminating State of Disaster and Rules Permitting Remote Public Meetings for All City Public Bodies**, that the City Council adopt the resolution Terminating State of Disaster and Rules Permitting Remote Public Meetings for All City Public Bodies to be effective July 20, 2021.

Motion by Vaughn, seconded by McConaghy, to amend the previous motion by deleting, “July 20” and inserting “July 23”.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Granger, regarding **Establishing Procedures for Remote Participation at Public Meetings for Members Absent Due to a Medical Condition or Military Duty**, that the City Council adopt the resolution Establishing Procedures for Remote Participation at Public Meetings for Members Absent Due to a Medical Condition or Military Duty to be effective July 23, 2021.

Motion carried by the following vote:

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

Motion by Gafa, seconded by McConaghy, regarding **claims/accounts**, that the City Council approve payment of Items 9A – 9E as listed on the Council agenda and as identified in the pink sheet in the respective amounts and accounts listed, as follows:

A.	Claim No. 199679 – Gary Gozdzinski (Deductible Recovery) 1. Tokio Marine HCC Invoice 07/14/21 - \$5,440.00; Account No. 101-210-812.000.
----	---

B.	Building Services – McKenna 1. Invoice No. 21849-40 07/14/21 - \$2,875.00; Account No. 101-180-818.000.
C.	Legal Services – York, Dolan & Tomlinson, P.C. 1. Building/Court Invoice – June 2021 07/08/21 - \$4,185.00; Account Nos.: a. 101-210-801.200 - \$635.50; b. 101-210-801.100 - \$3,549.50.
D.	City Attorney – Rosati, Schultz, Joppich & Amtsbuechler, P.C. 1. Invoice No. 1075862 07/09/21 - \$11,423.50; Account Nos.: a. 101-210-801.000 - \$10,741.50; b. 101-210-801.300 - \$682.00.
E.	Labor Attorney – Keller Thoma 1. Invoice #120604 07/01/21 - \$2,957.50; Account No. 101-210-810.000.

Motion carried by the following vote:

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

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

- The City Administrator discussed waiving Building Department fees for those incurring a loss due to the recent rain event for dumpsters, hot water tanks, and furnace installations as requested by a resident.

Motion by McConaghy, seconded by Gafa, regarding waiving of Building Inspection fees, that the City Council approve waiving of Building Department fees for dumpsters, hot water tanks, and furnace installations for those who have filed paperwork with the City, and to make the waiver retroactive for persons who have already paid for these inspections since June 26, 2021; waiver of fees to expire September 30, 2021.

Motion carried by the following vote:

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

- The Mayor stated a Committee-of-the-Whole Meeting is scheduled for Monday, July 26, 2021, to discuss the recent rain events.

Motion by Gafa, seconded by Granger, that the City Engineer be invited to attend the Committee-of-the-Whole Meeting on July 26, 2021, and bring forward proposals for flooding solutions including backflow preventers.

Motion carried by the following vote:

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

- The Mayor stated Council Member Vaughn will not be accepting pay for serving on the City Council due to an agreement with his employer.

The following individual was heard under Public Comment:

- Mr. Madeline

Motion by Granger, seconded by Koester, to adjourn tonight's meeting at 7:41 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Arthur W. Bryant
Mayor



COMMITTEE-OF-THE-WHOLE
07-26-21 - 31

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, JULY 26, 2021, IN THE COUNCIL CHAMBERS/COURT ROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Bryant
Council Members Gafa, Granger, Koester, Vaughn
ABSENT: Brown, McConaghy

ALSO PRESENT: City Administrator Smith
Treasurer/Comptroller Murphy
City Attorney Anderson
City Clerk Hathaway
Director of Public Services Schulte
City Engineer Lockwood

Mayor Bryant called the meeting to order at 7:02 p.m.

Motion by Vaughn, seconded by Granger, that Council Members Brown and McConaghy be excused from tonight's meeting, as each are attending to a personal matter.

Motion carried by the following vote:

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

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

Motion carried by the following vote:

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

The purpose of tonight's meeting was to continue discussing the 2021 Rain Event and flood action items as outlined in the City Administrator's memo dated July 22, 2021. The Mayor turned the meeting over to the City Engineer to commence discussions. He briefly recapped items previously discussed at the Town Hall Meeting on July 15, 2021, including prior actions taken by the City sewer construction over the years. He then provided an overview regarding new contracts being presented to City Council at their meeting on August 2, 2021, that were approved in the FY 2021/22 budget, previously sent out for bid, and included a \$50,000.00 contingency on each project. He stated Cured-In-Place-Pipe and Televising contractors are expected to begin work in

mid-August. Questions and answers ensued. The City Engineer stated that the City's sewer system was rated in accordance with the Pipe Assessment Certification Program (PACP). He also provided information regarding the open cut and pipe burst programs.

The Director of Public Services stated that residents could call the Department of Public Works to have their sewers televised for no cost. He confirmed communications would be sent out to the community regarding the free service for those who have incurred a flooded basement.

The City Engineer provided an overview of the region's sewer system including the pump stations and explained how they operate. He stated if the Fox Creek interceptor becomes too taxed on a wet weather event, Southeast Macomb Sanitary District (SEMSD) will close the diversion valve at Allard Road which will divert the flow from Harper Woods to the Torrey Road Pump station. The Torrey Road Pump station lifts the flow and sends it into the Milk River interceptor which flows by gravity into (SEMSD) Milk River Retention Basin and Pump Station. On the June 25th rain event, the valve was closed and flow was diverted to Torrey Road Pump station and then to Milk River Retention Basin and Pump Station. (SEMSD) then released into the Milk River to Lake St. Clair. The Milk River Retention Basin and Pump Station is a permitted facilities for control sewer overflow (CSO). In addition, he stated both facilities systems ran without any issues.

He recommended addressing the issue from a regional perspective rather than exclusively Grosse Pointe Woods including others such as the City of Harper Woods and Southeastern Macomb Sanitary District (SEMSD). He stated that Grosse Pointe Woods' system, as opposed to the other Grosse Pointes, has a combined system allowing for the overflow to be treated at the Milk River; it could be pumped there indefinitely if needed. If the Fox interceptor had been flowing correctly it may have been possible to divert some of Harper Woods flow.

To address the flooding issue, the City Engineer has been collecting data to help determine possible why certain areas flooded. It will help to have a lot more data from different locations from across the City. He will need level sensors and meter data from the other interceptor locations to conduct additional testing, which will require the cooperation of the weather to provide additional rain in order to collect additional data. He will be providing a report based on current, available data on hand to Administration for review. He stated during a rain event that footing drains contribute measurable amounts of flow into the sewers and downspouts must be disconnected. A brief discussion ensued regarding the redevelopment of Eastland Mall as well as addressing storm water improvements. The City Engineer will be looking at various alternatives.

Discussion then commenced regarding backflow preventers. The Director of Public Services had received a price of \$3,000.00 to install a backflow preventer in the lawn. He stated they require maintenance and cleaning by removing debris to ensure a proper seal. He also suggested a sump pump could be installed to prevent water from coming through the floor. The City Engineer stated that if there is an existing lead (line between the house and City sewer line) problem, a backflow preventer may not help.

Nobody wished to be heard under New Business.

The following individuals were heard under Public Comment:

- Lori Hauler
- Resident at 19886 Ida Lane
- Melinda Billingsley

Motion by Gafa, seconded by Granger, that the meeting of the Committee-of-the-Whole be adjourned at 8:36 p.m. PASSED UNANIMOUSLY.

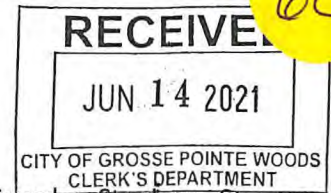
Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Arthur W. Bryant
Mayor

Commission Approved
7/14/21

Beautification Advisory Commission
Electronic Meeting Minutes - Zoom
Grosse Pointe Woods
Meeting – June 9, 2021– 7:00 p.m.



Present: Arslanian, Casinelli, Hage, Hess, R. Koester, McCarthy, Miller, Edward Mitchell, Spreder, Stephens, Stewart

Excused: Jonathan Dengel, Wettstein

Also Present: Melinda Billingsley, Danielle Carlomusto, Catherine Dumke, Gretchen Miotto, Colleen Peterson, Amanda Snyder

Call to Order: The meeting was called to order by Chairperson, McCarthy at 7:06 p.m.

Minutes: The May 12, 2021 minutes were distributed and reviewed.

Motion by Casinelli, seconded by Hage, to approve the May 12, 2021 minutes as presented.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Hage, Hess, R. Koester, McCarthy, Miller, Edward Mitchell, Spreder, Stephens, Stewart

No: none

Excused: Jonathan Dengel, Wettstein

Treasurer's Report: Stewart presented treasurers report.

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

Yes: Arslanian, Casinelli, Hage, Hess, R. Koester, McCarthy, Miller, Edward Mitchell, Spreder, Stephens, Stewart

No: none

Excused: Jonathan Dengel, Wettstein

Chairperson's Report: McCarthy introduced guests to committee.

Awards Program: Stephens updated committee on 2021 awards program. Home selections due June 30th, Business selections due July 31st. Hess volunteered to take pictures.

Motion by Hage, seconded by Casinelli, that the City Council approve an amount of \$1,000.00 to reserve Lochmoor Club for the 2021 Beautification Commission Awards Night dinner on November 10, 2021.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Hage, Hess, R. Koester, McCarthy, Miller, Edward Mitchell, Spreder, Stephens, Stewart

No: none

Excused: Jonathan Dengel, Wettstein

Motion by Stewart, seconded by Hage, that the City Council approve a budget not to exceed \$9,000.00 for the total expenses of the 2021 Awards Night Ceremony to be held on November 10, 2021.

Motion carried by the following vote:

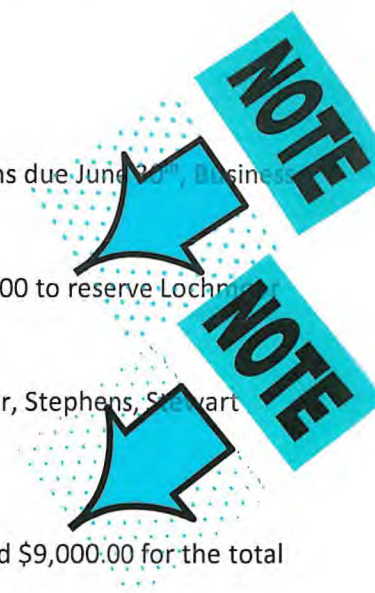
Yes: Arslanian, Casinelli, Hage, Hess, R. Koester, McCarthy, Miller, Edward Mitchell, Spreder, Stephens, Stewart

No: none

Excused: Jonathan Dengel, Wettstein

Flower Sale: Arslanian thanked members for volunteering and asked for any feedback.

Council Report: none



Old Business: Southeastern Michigan Beautification Council member payment cleared.

Danielle Carlomusto spoke to committee about sponsoring Gro-Town. Committee will get clarification from council representative.

Open Commission Roles: McCarthy discussed biographical sketch received from Amanda Snyder with committee members.

Motion by Stephens, seconded by Casinelli to recommend the Mayoral appointment of Amanda Snyder to the Beautification Advisory Commission.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Hage, Hess, R. Koester, McCarthy, Miller, Edward Mitchell, Spreder, Stephens, Stewart

No: none

Excused: Jonathan Dengel, Wettstein

Motion by Miller, seconded by Hage to recommend to the Mayor the immediate certification of the previous motion of the Mayoral appointment of Amanda Snyder to the Beautification Advisory Committee.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Hage, Hess, R. Koester, McCarthy, Miller, Edward Mitchell, Spreder, Stephens, Stewart

No: none

Excused: Jonathan Dengel, Wettstein

New Business/Public Comment:

M. Billingsley shared her thoughts regarding Gro-Town with committee.

Motion by Casinelli, seconded by Stephens to adjourn the Beautification Advisory Commission meeting at 8:12 pm.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Hage, Hess, R. Koester, McCarthy, Miller, Edward Mitchell, Spreder, Stephens, Stewart

No: none

Excused: Jonathan Dengel, Wettstein

Respectfully submitted,

Rachelle Koester

Commission Approved
3/23/21

APPROVED MINUTES - PLANNING COMMISSION

1-26-2021 - 1

6D

THE CITY OF GROSSE POINTE WOODS PLANNING COMMISSION
APPROVED MINUTES: JANUARY 26, 2021, 7:00 P.M.
HELD REMOTELY VIA ZOOM

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

The Facilitator's statement was provided.

Roll Call: Chair Ketels

Planning Commissioners: Bailey, Fuller, Gilezan, Hamborsky (arrived at 7:10 p.m.),
Profeta, Vaughn, Vitale

Absent: Rozycki

Also Present: Council Member McConaghy, City Attorney Tim Tomlinson, Building Official Tutag,
Josie Modrack, Deputy City Clerk/Facilitator Antolin

MOTION by Vaughn, seconded by Vitale, that Commission Member Hamborsky and Commission Member Rozycki be excused from tonight's meeting.

Motion carried by the following vote:

YES: Bailey, Fuller, Gilezan, Ketels, Profeta, Vaughn, Vitale

NO:

ABSENT: Hamborsky, Rozycki

ACCEPTANCE OF AGENDA:

MOTION by Gilezan, seconded by Vitale, that all items on tonight's agenda be received, placed on file, and taken in order of appearance as presented.

Motion carried by the following vote:

YES: Bailey, Fuller, Gilezan, Ketels, Profeta, Vaughn, Vitale

NO:

ABSENT: Hamborsky, Rozycki

RECOGNITION OF COUNCIL REPRESENTATIVES:

The Chair recognized Council Representative McConaghy for being in attendance at tonight's meeting. Late Council Member George McMullen was remembered at tonight's meeting, he will be deeply missed by all.

Planning Commissioner Douglas Hamborsky joined the meeting at 7:10 p.m.

APPROVAL OF MINUTES:

MOTION by Profeta, seconded by Vaughn, that the December 8, 2020 Planning Commission Minutes be received and placed on file with the following amendment: include the month of October in the Building Official's monthly report.

Motion carried by the following vote:

YES: Bailey, Fuller, Gilezan, Hamborsky, Ketels, Profeta, Vaughn, Vitale

NO:

ABSENT: Rozycki

ELECTION OF CHAIR AND VICE-CHAIR/SECRETARY FOR THE YEAR 2021:

MOTION by Profeta, seconded by Vitale, to nominate Planning Commission Member George Bailey to Planning Commission Chair for the year 2021.

Motion carried by the following vote:

YES: Bailey, Fuller, Gilezan, Hamborsky, Ketels, Profeta, Vaughn, Vitale

NO:

ABSENT: Rozycki

MOTION by Vitale, seconded by Fuller, to nominate Planning Commission Member Thomas Vaughn to Planning Commission Vice-Chair/Secretary for the year 2021.

Motion carried by the following vote:

YES: Bailey, Fuller, Gilezan, Hamborsky, Ketels, Profeta, Vaughn, Vitale

NO:

ABSENT: Rozycki

ADOPTION OF RULES OF ORDER AND PROCEDURE:

Discussion among Commissioners. Remove the word "calendar" in article three (3), replace the word "as" with "at" in article five (5), and replace the word "of" with "by" in article six (6).

MOTION by Profeta, seconded by Vaughn, that the Planning Commission approve and adopt the Rules and Order of Procedures subject to the modifications presented by Commissioner Profeta.

Motion carried by the following vote:

YES: Bailey, Fuller, Gilezan, Hamborsky, Ketels, Profeta, Vaughn, Vitale

NO:

ABSENT: Rozycki

INTRODUCE CITY ATTORNEY:

Chair Ketels thanked new City Attorney, Tim Tomlinson for joining the meeting tonight. Tim Tomlinson introduced himself explaining his role and background.

BUILDING OFFICIAL'S MONTHLY REPORT:

Building Official Gene Tutag thanked Kevin Ketels for the work done as Planning Commission Chair for the year 2020.

- Legacy Oaks: submitting an inspection report to the City Council's next meeting regarding the status of the project.
- House fire on Peach Tree, fire is being investigated. Speaking with City Attorney regarding the Building Department's next action with this.
- Presentation on Clearzoning from January's PC meeting: meeting with Finance Director in regards to budget.
- Discussions with City Attorney regarding zoning issues and the sign ordinance in terms of necessary updates.
- Discussion with Police Chief regarding the schools, looking at a Crosswalk at Mack and Beaufait. No response from the County.
- Mack/Hollywood Project: construction is ongoing, underground inspections currently, aware of 3 future tenants out of 5 - Starbucks, Estia (Greek Restaurant), and a Dental Office.
- Vacancies on Mack Avenue: Completed a study last week, will bring the numbers to the Planning Commission. Mack Avenue is doing well, our focus is the future and supporting local businesses.

COUNCIL REPORTS:

- Commissioner Bailey reported on the Council Meetings in December 2020 and January 2021.
- Council Member McConaghy reported that starting in spring 2021, the Little League field's will have banners and suggests PC members check them out. There may be future discussion regarding the vacant Council seat in upcoming meetings but nothing in depth has taken place.

SUBCOMMITTEES:

- 2020 Plan, Bailey: updated pricing from vendor and made changes to the proposal in the original document created back in March 2020. Commissioner Bailey shared his screen to demonstrate the updates made. Discussion took place.

NEW BUSINESS:

- Profeta to cover Fuller as Planning Commission Representative at the February 22, 2021 Council Meeting.
- Planning Commission Members and others in attendance thanked Kevin Ketels for the year 2020 as Planning Commission Chair.

PUBLIC COMMENT:

Nobody wished to be heard under Public Comment.

ADJOURNMENT:

MOTION by Gilzaen, seconded by Vaughn to adjourn at 8:19 p.m.

Motion carried by the following vote:

YES: Bailey, Fuller, Gilezan, Hamborsky, Ketels, Profeta, Vaughn, Vitale

NO:

ABSENT: Rozycki

Respectfully Submitted,

Josie Modrack

Administrative Assistant to the Building Official

THE CITY OF GROSSE POINTE WOODS PLANNING COMMISSION
APPROVED MINUTES: MARCH 23, 2021, 7:00 P.M.
HELD REMOTELY VIA ZOOM

The meeting was called to order at 7:03 p.m. by Chair Bailey.

The Facilitator's statement was provided.

Roll Call: Chair Bailey
Planning Commissioners: Fuller, Gilezan, Hamborsky (arrived at 7:08 p.m.),
Profeta, Vaughn, Vitale
Absent: None
Also Present: Council Member McConaghy, Building Official Tutag, Administrative Assistant
Modrack, Deputy City Clerk/Facilitator Antolin

MOTION by Vaughn seconded by Vitale, that Commission Member Hamborsky be excused from tonight's meeting.

Motion carried by the following vote:

YES: Bailey, Fuller, Gilezan, Profeta, Vaughn, Vitale

NO:

ABSENT: Hamborsky

ACCEPTANCE OF AGENDA:

MOTION by Vitale, seconded by Vaughn, that all items on tonight's agenda be received, placed on file, and taken in order of appearance as presented.

Motion carried by the following vote:

YES: Bailey, Fuller, Gilezan, Profeta, Vaughn, Vitale

NO:

ABSENT: Hamborsky

Discussion regarding the resignations from Kevin Ketels and Richard Rozycki took place. The Planning Commission currently has two open vacancies. Chair Bailey hopes to get those open seats filled soon.

RECOGNITION OF COUNCIL REPRESENTATIVES:

The Chair recognized Council Representative McConaghy for being in attendance at tonight's meeting.

APPROVAL OF MINUTES:

MOTION by Profeta, seconded by Vaughn, that the January 26, 2021 Planning Commission Minutes be received and placed on file as presented.

Motion carried by the following vote:

YES: Bailey, Fuller, Gilezan, Profeta, Vaughn, Vitale

NO:

ABSENT: Hamborsky

Planning Commissioner Douglas Hamborsky joined the meeting at 7:08 p.m.

LEGACY OAKS UPDATE/DISCUSSION:

Building Official Tutag reported on the Legacy Oaks inspection that took place January 28, 2021.

- Spoke with the project's super intendent and discussed the scope of the project, the progress, and the quality of the work to date.
- Project lost approximately three months due to Covid-19. As a result of that, there's a shortage of construction materials, but it's moving along and they're working through it. The size and quality of some of the units, as seen in the January 28, 2021 report, are also in part why this project has taken as long as it has.
- All units are sold/spoken to. No units currently occupied with the exception of the head master unit.
- Project phases were discussed. Three phases, project is currently in phase 1. First phase needs completing. Then they will be advised to submit a letter to Mayor and Council regarding their next steps in the project.
- Aware of only one complaint surrounding the project and this complaint was addressed. This project is part of daily inspections, Building Official Tutag or his staff visit weekly.
- Commissioners asked if there was start/completion date during the approval process. Building Official Tutag relayed that there was a start date, but the completion date was open ended due to the complexity of the project. Project staff have renewed all of their permits.
- Project supervisor has been in contact with the curators of Greenfield Village to get colors and decorations exactly as it was when the building was erected a number of years ago. Also bringing common areas back to original construction: Mrs. Ford had her hand in the design and decoration of the original building. Architectural influence from the Ford family. Adaptive re-use of what once was a school – a lot of the work they are doing has to be custom made. All of the work they are doing takes time.
- Family who owns the building and is constructing it have been very active in the Grosse Pointe Communities, constructing a number of quality projects.
- If there is a problem where abandonment or work is not being done, Building Department always has the ability to bring the responsible parties up to compliance if needed, but Building Official Tutag stated he does not believe this will be the case for Legacy Oaks.

Commissioners discussed the practice of approving projects with a start date and a completion date becoming regular procedure from now on.

Commissioners also discussed remote meeting etiquette, raising of hands and waiting for ability to talk with Planning Commission Chair's permission, as would happen with in-person meetings.

VACANCIES ON MACK AVENUE UPDATE/DISCUSSION:

Building Official Tutag reported on the status of vacancies along Mack Avenue with the provided list of vacant businesses along Mack as of March 2021.

- Some of these vacancies listed have been vacant since before Covid-19.
- Unfortunate to see some businesses did not make it through this past year.
- On the positive side, some local business owners are expanding their current businesses and new business applications or discussions take place quite often in the Building Department.
- Optimistic as for the future of Businesses on Mack Avenue. Chair Bailey commented that the implementation of some things from the 2020 Plan will bring positives to Mack Ave.

BUILDING OFFICIAL'S MONTHLY REPORT:

Building Official Tutag reported on the months of January and February 2021.

- The development on Mack and Hollywood is moving along. Visited the site recently. When it's completed, it will be a real asset to the area and Mack Avenue in general. Fits the vision of the Planning Commission's 2020 Plan. Rather extensive landscaping and outdoor seating proposed along Mack Ave which will act as a gathering place for area, spur additional development, discussions with city regarding improvements to the park which is directly west of the project. Speaking with the owner of the development, there are quite a few tenants who have signed leases. They started pouring the parking lot at the end of March, things are looking up.
- Mack Avenue/Streetscape/2020 Plan word is getting out, business owners are interested in the products.
- Steady permit activity.
- New Code Enforcement Officer, Dean Mansueto who began today (March 23, 2021)
- Milk River project – inspections are upcoming.
- Clearzoning – budget meeting with Finance Director and City Administrator, a request has been submitted for the program's funding for next fiscal year.

Commission Members inquired about what needs to be done to start in person meetings again. Members were advised to speak with City Administrator and City Attorney for next steps. Decided to explore it informally, and revisit it at the April meeting.

7:42 p.m. Commission Member Jim Profeta lost connection due to technical difficulties.

COUNCIL REPORTS:

- Commissioner Fuller reported on the February 8, 2021 Council meeting. Topics included a master plan for Chene-Trombly Park. Commissioner Vitale continued with updates regarding the preliminary master plan, upcoming meetings, and next steps to follow. Eating areas, walking path, exploration, play area, nice additions to the park being proposed.
- Commissioner Profeta unable to report on February 22, 2021 Council meeting due to technical difficulties.
- Commissioner Gilezan reported on both March 2021 Council Meetings. Important matter addressed included the remembrance of the City's Late Mayor Novitke. Secondly, the topic of the 2020 Vision Plan, pleased to report that the CC approved the COW's recommendation of supporting the 2020 Vision Plan implementation of the streetscape improvement proposal and budget amendment, specifically the updates to the benches and trash cans.

SUBCOMMITTEES:

2020 Plan – Rewarding to see the proposal pass. Numbers have been updated to align with Department of Public Works. Materials are getting ordered this week, wait time is anywhere from four to six weeks, and installation should follow shortly after. Advertisement on the website to make the residents aware should also go along with the timeline.

Crosswalk – Commissioner Vaughn stated that he was contacted by Chief Kosanke at the suggestion of Building Official Tutag where discussion took place. GPW is going to apply for a grant, depending on the result, Parcels School and GPW would use the money to put in a crosswalk somewhere between Lochmoor and Vernier for Parcels schools. There's a committee

set up to study the crosswalk consisting of Public Safety, school parents, school principals, and a representative from State of Michigan. Commissioner Vaughn informed Chief Kosanke of Planning Commission interest. The idea is to apply for the grant this summer, depending on that result, construction would begin in 2022 if all is approved. States that Planning Commission needs to insert ourselves further to get this going.

Commissioner Profeta re-joins the meeting at 8:01 p.m.

2020 Plan continued: Discussion about the title of the 2020 Plan. The 2020 Subcommittee exists as a body, Hamborsky will call to reconvene and edit the title, scope out what's been accomplished, what's relevant and what's not, re-brand it and re-scope it, and try to do this in the next one to two months. Chair Bailey agrees an updated document to council would be nice. Further discussed among commissioners, not too many edits would be necessary.

NEW BUSINESS:

- Commissioners asked about Air BnB Appeals in the State of Michigan. Building Official Tutag has had discussions with the Municipal Attorney. There's been instances of illegal Air BnBs in Grosse Pointe Woods, resulting in no challenges once enforced. With regards to the regulations of the short term rentals, we hope to have something brought forward in terms of bringing our ordinance up to speed.
- Commissioners asked about the Main Street Program that the Village is working on and the grant they got. Building Official Tutag reported that we've visited it in the past, and most of Mack Ave. is owned by Wayne County but will look into it further.
- Mr. Tutag announced that Sign Variance Requests will be on the agenda next for April.
- Commissioner Profeta did have comment, but will wait until April's meeting due to technical difficulties he's experiencing.
- Planning Commission Vacancies, Chair Bailey – spoke with City Clerk about the process. Any potential candidates need to fill out a form on the commission section of the City website and submit it to City Clerk.

PUBLIC COMMENT:

- Melinda Billingsley, 20143 Doyle Court, Grosse Pointe Woods, MI 48236
- Catherine Dumke, 20081 E. Ballantyne, Grosse Pointe Woods, MI 48236

ADJOURNMENT:

MOTION by Vitale, seconded by Gilezan to adjourn at 8:19 p.m.

Motion carried by the following vote:

YES: Bailey, Fuller, Gilezan, Hamborsky, Profeta, Vaughn, Vitale

NO:

ABSENT:

Respectfully Submitted,

Josie Modrack

Administrative Assistant to the Building Official

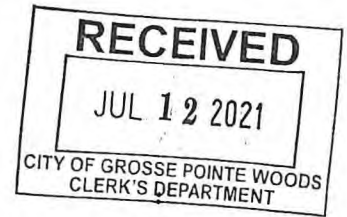
Commission Approved
7/21/21
6E

Minutes of the Grosse Pointe Woods Tree Commission Meeting July 7, 2021.

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

The following members were present:

Ted Colborn
Laura Gaskin
Peter Groschner
Paul Lechner
Mary Ellen Meyering
Jeff Profeta
Randy Rennpage



The following members were excused:

Maria Galbo

The following members were absent:

Dave Andrews
Tim Butler
Robert Greening

The following were also in attendance:

Gretchen Miotto, Moderator
Michael Koester, Council Representative
Melinda Billingsly

Motion by Meyering, seconded by Profeta to approve the agenda for the meeting July 7, 2021 passed by the following vote:

Yes: 6 No: 0 Excused: 1

Groschner corrected the description of duties at the Ceremony in the June minutes. Motion by Groschner, seconded by Colborn to approve the minutes as corrected for the meeting June 2, 2021 passed by the following vote:

Yes: 6 No: 0 Excused: 1

Treasurer's Report:

There was no treasurer's report

Old Business:

Council has accepted our date change for the Memorial Tree Ceremony to 8/4 at 6:30 in the Community Room at City Hall. Profeta does not have the final donor list but will contact the DPW ASAP and will invite the guests. As Galbo will be out of town, Lechner will handle the refreshments, most likely small water bottles and individually wrapped cookies.

The tasks that remain are getting names and certificate blanks to City hall for printing, see if City Hall has certificate holders, arrange printing of programs and invite Council members. Lechner will contact Nicky about the room set-up. Profeta will book the photographer through Sue Como. Lechner will reach out to the Grosse Pointe News and the C and G newspaper. Gaskin will emcee the evening and Rennpage will read any memorial statements if needed.

All agreed on a special meeting to review and handle any needed details. It will be Wednesday July 21 at 7:30 on Zoom. The ceremony will take the place of our August meeting and we will have regular meetings in September and October and going forward.

New Business:

There was no new business.

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

Motion to adjourn at 8:23 p.m. moved by Gaskin, and seconded by Profeta, was unanimous.

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

7A

MEMO 21 - 41

TO: Bruce Smith, City Administrator
FROM: Frank Schulte, Director of Public Services *F.S.*
DATE: July 22, 2021
SUBJECT: Affordability & Planning (AP) Grant for Water Rate Study

RECEIVED
JUL 26 2021
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

On January 27, 2021, Anderson, Eckstein and Westrick, Inc. (AEW), completed and submitted an application for the Affordability & Planning (AP) Grant to the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The Affordability & Planning Grant funds the Water Rate Study for the City of Grosse Pointe Woods.

On May 4, 2021, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) informed the city they were selected as a recipient of the Affordability & Planning (AP) Grant for the Water Rate Study in the amount of \$15,800.00. The city is required to reply with acceptance of the award.

We are requesting approval to accept the Affordability & Planning (AP) Grant for the Water Rate Study in the amount of \$15,800.00 from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Approved for Council consideration.


Bruce Smith, City Administrator

7/23/2021
Date

Frank Schulte

From: EGLE-CentralGrants <EGLE-CentralGrants@michigan.gov>
Sent: Tuesday, May 4, 2021 11:46 AM
To: Frank Schulte; Jeanne Duffy
Subject: Affordability and Planning Grant - City of Grosse Pointe Woods

Dear Applicant:

On behalf of the Department of Environment, Great Lakes, and Energy (EGLE), we are pleased to inform you that the City of Grosse Pointe Woods has been selected as a recipient of the Affordability and Planning Grant.

After careful consideration, we are awarding the following:

Grant Project	Grantee Name	Award Amount
WATER RATE STUDY	CITY OF GROSSE POINTE WOODS	\$15,800.00

Next Steps

Acceptance

We need you to reply with acceptance of the award as stated above. If you accept this award, the information requested below is also needed to complete the grant agreement and establish your grant in our system for reimbursements. Please provide the following as soon as possible:

Contact for Grant Agreement

Please confirm the grantee contact information:

- Name and title
- Address
- Phone number
- Email address

SIGMA Vendor Number

Please provide your SIGMA Vendor number for which reimbursements under this grant agreement are to be sent. Reimbursements cannot be made without an active account.

If you do not have a SIGMA Vendor number, visit [SIGMA Vendor Self Service \(VSS\)](#) to register and access user guides.

If you have questions or need assistance, please contact the SIGMA VSS Support Center at SIGMA-Vendor@Michigan.gov or by calling 517-284-0550.

We congratulate you on your organization's award.

Sincerely,

Finance Division
Michigan Department of Environment, Great Lakes, and Energy
Website: Michigan.gov/EGLE

SEMCOG

Southeast Michigan Council of Governments
1001 Woodward Ave
Suite 1400
Detroit, MI 48226
Phone: 313-961-4266

7B
RECEIVED
JUL 30 2021
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT
INVOICE

Billed To:
City of Grosse Pointe Woods
Lisa Hathaway
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236-2343

DATE: 7/1/2021
INVOICE #: INV00768
DUE DATE: Upon Receipt
TOTAL DUE: 2,422.00

CUSTOMER ACCOUNT # : 1299

ITEM DESCRIPTION	AMOUNT
2021 Annual Membership Dues	2,422.00
TOTAL THIS INVOICE	2,422.00

If you will be paying electronically, please contact us at accountspayable@semcog.org for our banking information.

101 101 958.000

SM. 7/30/2021

[Signature] 7/30/2021

REMIT TO:

Southeast Michigan Council of Governments
1001 Woodward Ave, Suite 1400
Detroit, MI 48226

A copy of this invoice should accompany your check. Thank you!

LISA A. ANDERSON
landerson@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

July 27, 2021

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

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

RE: Approval of Appraisal Retainer Agreement
Cook Road 2017 LLC (Equestrian Club) - MTT Docket Nos. 19-001248 and 20-003693

Dear Mayor and Council:

Property tax assessments for the Grosse Pointe Equestrian Club, located at 655 Cook Road, are under appeal with the Michigan Tax Tribunal for tax years 2020 and 2021. The date for exchanging appraisal reports has been set by the Tribunal for September 3, 2021. Accordingly, I am requesting approval to proceed with the attached appraisal retainer agreement for tax years 2020 and 2021. Mr. Widmer has worked with the City on several tax appeals, including prior appeals for this property, and has a familiarity with this property that will afford the City some savings.

The retention agreement is structured in two phases. Phase one will provide a preliminary value conclusion in the form of a restricted appraisal report for an estimated \$3,000. Phase two will include a full appraisal report that may be submitted to the Tax Tribunal in an amount not to exceed \$2,000. The total not to exceed amount through Phase two is \$5,000.

I respectfully request that Council approve the Appraisal Retainer Agreement from Frohm & Widmer, Inc. dated July 23, 2021, to provide appraisal services in an amount not to exceed \$5,000 in accordance with the Agreement, and authorize the City Administrator to sign the Agreement.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Lisa A. Anderson

APPRAISAL RETAINER AGREEMENT

DATE: July 23, 2021

CLIENT: **City of Grosse Pointe Woods**
% Ms. Lisa Anderson, Esq.
Rosati Schultz Joppich & Amtsbuechler PC
27555 Executive Dr., Suite 250
Farmington Hills, Michigan 48331-3550

APPRAISER: John R. Widmer, Jr., MAI
FROHM & WIDMER, INC.
33966 West 8 Mile Road, Suite 108
Farmington Hills, Michigan 48335
Phone: (248) 471-6767, ext. 11
Contact e-mail: jwidmer@frohmwidmer.com

PROPERTY: Grosse Pointe Hunt Club - 655 Cook Road
Grosse Pointe Woods, Wayne County, Michigan 48236
Parcel No. 40-014-99-0013-000
Cook Road 2017, LLC v. City of Grosse Pointe Woods
MOAHR Docket No. 20-003693-TT

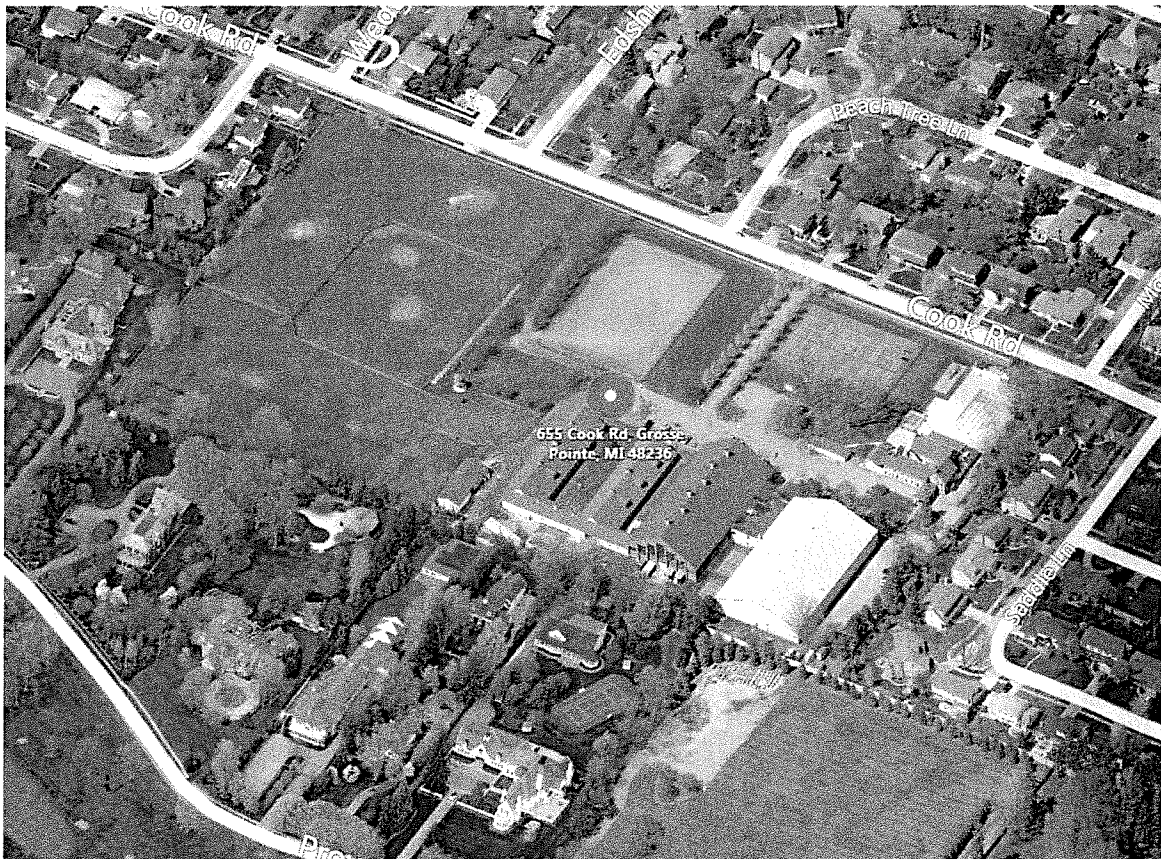


EXHIBIT 1

Grosse Pointe Hunt Club - Appraisal Retainer Agreement
655 Cook Road, Grosse Pointe Woods, Michigan 48236

The subject property is commonly known as Grosse Pointe Equestrian, which was operated as of the date of retrospective value as a private equestrian facility. The property is comprised of a single tax parcel, providing a total land area of ± 14.318 acres. The property includes a total gross building area (GBA) of $\pm 76,633$ square feet, including two (2) indoor arenas, a 50-stall horse stable, a clubhouse, plus accessory structures and amenities, and outdoor arenas and paddock areas.

SERVICES: This agreement represents a proposal to provide real property appraisal services, related to the requirement of establishing True Cash Value (TCV) for a pending ad valorem appeal. The Appraisal Report will provide a TCV conclusion retrospective to December 31, 2019 (Tax Year 2020) and December 31, 2020 (Tax Year 2021).

All market analysis and appraisal reporting will be prepared and reported in conformance with the **Uniform Standards of Professional Appraisal Practice (USPAP) 2020-2021 Edition**, as well as all Professional Appraisal Standards and Code of Professional Ethics of the **Appraisal Institute**. For each appraisal assignment, an appraiser must:

- 1.) identify the problem to be solved;
- 2.) determine and perform the scope of work necessary to develop credible assignment results; and,
- 3.) disclose the scope of work in the report.

An appraiser must properly identify the problem to be solved in order to determine the appropriate scope of work. The appraiser must be prepared to demonstrate that the scope of work is sufficient to produce credible assignment results. Scope of work includes, but is not limited to:

- the extent to which the property is identified;
- the extent to which tangible property is inspected;
- the type and extent of data researched; and,
- the type and extent of analyses applied to arrive at opinions or conclusions.

Appraisers have broad flexibility and significant responsibility in determining the appropriate scope of work for an appraisal assignment. Credible assignment results require support by relevant evidence and logic. The credibility of assignment results is always measured in the context of the intended use. An Appraisal Report requires the following items:

- (i.) State the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client's request, but retained in the Appraiser's Workfile.
- (ii.) State the identity of any other intended users by name or type.
- (iii.) State the intended use of the appraisal.
- (iv.) Contain information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic property characteristics relevant to the assignment.
- (v.) State the real property interest appraised.
- (vi.) State the type and definition of value and cite the source of the definition.
- (vii.) State the effective date of the appraisal and the date of the report.
- (viii.) Summarize the scope of work used to develop the appraisal.
- (ix.) Summarize the extent of any significant real property appraisal assistance.

- (x.) Provide sufficient information to indicate that the appraiser complied with the requirements of Standard 1, by:
 - Summarizing the appraisal methods and techniques employed
 - Stating the reasons for excluding the sales comparison, cost or income approach(es) if any have not been developed
 - Summarizing the results of analyzing the subject sales, agreements of sale, options and listings in accordance with Standards Rule 1-5
 - Stating the value opinion(s) and conclusion(s)
 - Summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches.
- (xi.) State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal.
- (xii.) When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion.
- (xiii.) Clearly and conspicuously, state all extraordinary assumptions and hypothetical conditions; and, state that their use might have affected the assignment results.
- (xiv.) include a signed certification in accordance with Standards Rule 2-3.

In this instance, true cash value will be established and reported initially in a Restricted Appraisal, in conformance with Standards Rule 2-2(b), to be followed up with an Appraisal Report, prepared in conformance with Standards Rule 2-2(a), if necessary. With regards to the above noted reporting requirements, the breadth of discussion will be predicated upon the extent to which each component would impact the true cash value conclusion. For factual data, a summarized presentation will be included. For factors that have a more influential impact on value, a more detailed discussion will be presented.

The general scope of work for this assignment will include the following:

- Identification of the subject property by its legal description and real property tax identification number.
- Inspection of the subject property, by viewing the property from the interior and exterior, to be accompanied by a representative of ownership.
- Consider property specific data related to the physical and location characteristics of the subject site, including but not limited to, shape, topography, availability of utilities, road frontage, access and surrounding developments.
- Consider data related to the physical characteristics of the site and building improvements.
- Perform research pertaining to market supply and demand factors, market conditions and operating trends impacting the subject's property type.
- Consider the subject's competitive position in the sub-market.
- Analyze property-specific data related to the subject property's functional utility, marketability and potential absorption profile.
- Identify relevant demographic, social, economic, political and governmental factors affecting the subject's sub-market.
- Review lease encumbrances and operating performance of the subject property.
- Conduct market research relative to industry trends relating to the similar special-use properties.
- Conduct market research into lease and sale data for similar properties located in the competitive sub-market, including existing, under construction and proposed buildings.
- Conduct market research into recent sales of vacant land located in the competitive sub-market, to be applied in the highest and best use analysis.
- Inspect all local market data relied upon in the appraisal.

- Analyze market data and concluded to a reasonably probable highest and best use for the property.
- Consider the application of the three traditional approaches to value (i.e., **Income, Sales Comparison and Cost Approaches**) in light of: (i) the subject property's physical and economic characteristics; (ii) market conditions; and (iii) valuation criteria typically employed by the likely segment for this type and class of property.
- Prepare a retrospective fee simple true cash value as of December 31, 2019 (Tax Year 2020) and December 31, 2020 (Tax Year 2021) using all applicable approaches, given the scope of work developed for this analysis.
- Reconcile the valuation analysis into a final true cash value conclusion.

FEE: For this proposal, the appraisal process has been determined to comprise two (2) phases, initially comprising market research and conclusion of value, followed by preparation of the Appraisal Report for submission to the Michigan Office of Administrative Hearings and Rules (MOAHR). As such, this proposal will be provided in phases, and will specifically provide a **not to exceed (NTE)** estimate for the following:

Phase 1 (Research & Preliminary Value Conclusion): Market research, which will comprise compilation of market conditions, market comparables, and analysis of subject property specific data. The information compiled initially will be analyzed and true cash value will be reported. In maintaining conformance with USPAP, a Restricted Appraisal Report will be prepared. In this instance, a NTE fee has been estimated at \$3,000. Time expended will be billed at \$200 per hour and maintained and reported in the invoice for services rendered.

Phase 2 (Appraisal Report for submission to the MTT): This phase of the agreement contemplates preparation of an Appraisal Report (i.e., including all conclusions rendered in the Phase 1 Restricted Appraisal Report), to be submitted to the Michigan Tax Tribunal. The NTE fee for this segment of the agreement is \$2,000. Should this assignment proceed through Phase 2, the total NTE fee will be \$5,000.

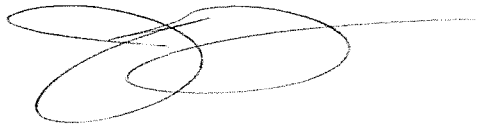
Phase 2 of the agreement will survive final preparation and delivery of the Appraisal Report, however, excludes subsequent services rendered, including but not limited to meetings, other conferences, depositions, hearings, trial preparation, attendance and testimony at trial, or any other dissemination or defense of the assignment and its conclusions. These post-appraisal services, if applicable, will be billed at a rate of \$200 per hour. These additional expenses are not intended to cover review and/or questions concerning the appraisal, upon receipt and review of same by the client.

DELIVERY: Contingent upon receipt of information, to be submitted to the client should the terms of this agreement be acceptable, the preliminary analysis (Phase 1) will be targeted for completion by mid-August 2021. If the agreement reaches Phase 2, delivery dates will be established so to meet all MTT scheduling orders, with valuation disclosure exchange now set for September 3, 2021.

CONFIDENTIALITY: Frohm & Widmer, Inc. considers all work done in connection with this assignment to be confidential. By acceptance of this engagement, it is understood that any private, confidential, or proprietary information provided during the course of this assignment will be kept strictly confidential. The appraiser will maintain the confidentiality and privacy of customer information obtained in the course of this assignment in compliance with USPAP and Regulation P, and Title V of the **Gramm–Leach–Bliley Act (GLB)**, also known as the Financial Services Modernization Act of 1999. Valuation assumptions, value conclusions, and/or related issues will *NOT* be discussed with any party other than the client and authorized parties as directed by the client. In addition, the appraiser agrees to comply with any confidentiality agreement that may be consummated between the City of Grosse Pointe Woods and Petitioner.

ACCEPTANCE: If the terms of this agreement are acceptable, please formally acknowledge your acceptance of these terms.

Frohm & Widmer, Inc.



BY: John R. Widmer, Jr., MAI

Vice President

TITLE

07-23-2021

DATE

City of Grosse Pointe Woods

BY: _____

TITLE

DATE

8B
RECEIVED

JUL 30 2021

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services *FS*

DATE: July 22, 2021

SUBJECT: Recommendation – 2021 Sewer Rehabilitation by Full Length Cured-In-Place Pipe Lining
AEW Project No. 0160-0440

During the Finance Committee meeting, a discussion was held regarding the proposed 2021/2022 construction projects. Included in discussion was the 2021 Sewer Rehabilitation by Full Length Cured-In-Place Pipe (C.I.P.P.) Lining.

On Tuesday, June 29, 2021, two bids were received for the 2021 Sewer Rehabilitation by Full Length Cured-In-Place Pipe Lining. The lowest qualified bidder was Insituform Technologies USA, Inc., of Chesterfield, Missouri.

Insituform Technologies USA, Inc.	\$209,423.50
Corby Energy Services, Inc.	\$278,805.00

AEW has previously worked with Insituform Technologies USA, Inc. in Grosse Pointe Woods, Grosse Pointe City, Macomb, and Clinton Township. They are qualified to perform this type of work and their work is satisfactory.

Based upon the recommendation of AEW, I concur that the contract for the 2021 Sewer Rehabilitation by Full Length Cured-In-Place Pipe Lining be awarded to Insituform Technologies USA, Inc., 17988 Edison Avenue, Chesterfield, Missouri 63005 in the amount of \$209,423.50.

I recommend a construction contingency in an amount not to exceed \$50,000.00 for any unforeseen problems should they arise. I further recommend engineering fees that will be provided by Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Rd., Shelby Twp., MI 48315 in an amount not to exceed \$41,000.00. The total project will not exceed \$300,423.50.

This is a budgeted item included in 2021/2022 fiscal year budget in the accounts shown in the table below.

	Amount	Account No.
Water/Sewer Sewer Repair Construction	\$259,423.50	592-537-976.002
Water/Sewer Sewer Repair Engineering	\$41,000.00	592-537-976.001
Total Project	\$300,423.50	

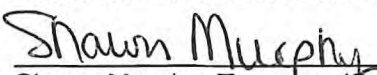
I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.


Bruce Smith, City Administrator

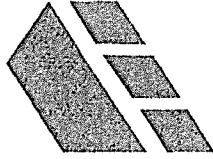
7/30/2021
Date

Fund Certification:

Account numbers and amounts have been verified as presented.


Shawn Murphy, Treasurer/Comptroller

7-30-2021
Date



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

10000 West 104th Street, Suite 200
Overland Park, Kansas 66204
913.666.1100

July 19, 2021

Bruce Smith, City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236-2397

Reference: 2021 Sewer Rehabilitation by Full Length C.I.P.P. Lining
City of Grosse Pointe Woods
AEW Project No. 0160-0440

Dear Mr. Smith:

On Tuesday, June 29, 2021, two (2) bids were received for the above referenced project. We have tabulated the bids and have included a summary herewith for your use.

The low bidder for this project is Insituform Technologies USA, Inc., of Chesterfield, Missouri, with a total bid amount of \$209,423.50. We have previously worked with Insituform Technologies USA, Inc. in Grosse Pointe Woods, Grosse Pointe City, Macomb and Clinton Townships, and find them qualified in performing this type of work.

On the basis of past performance, availability of funds, and the lowest bid submitted, we recommend that the contract for the **2021 Sewer Rehabilitation by Full Length C.I.P.P. Lining Program** be awarded to **Insituform Technologies USA, Inc.**, 17988 Edison Avenue, Chesterfield, Missouri 63005 in the amount of **\$209,423.50**.

In addition, we are recommending additional budget for construction contingency of \$50,000.00 and engineering of \$41,000.00. Therefore, the total project cost estimate is \$300,423.50.

If you have any questions, please advise.

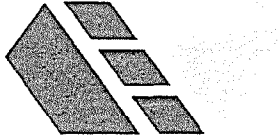
Sincerely,

Frank D. Varicalli

cc: Frank Schulte, Director of Public Services, with Bid Tab
James Kowalski, Assistant Director of Public Services
Scott Lockwood, PE, Anderson, Eckstein and Westrick, Inc.

Enclosure

M:\0160\0160-0440\Gen\Letters\SmithFDV210719.docx



TABULATION OF BIDS
CITY OF GROSSE POINTE WOODS
2021 SEWER REHABILITATION BY
FULL LENGTH CIPP LINING
AEW PROJECT NO. 0160-0440

DATE: 6/29/2021
TIME: 10:00 AM

Prepared by Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, MI 48315

BIDDER RANKING

RANK	BIDDER'S NAME	TOTAL BID
1	Insituform Technologies USA, Inc.	\$ 209,423.50
2	Corby Energy Services, Inc.	\$ 278,805.00



TABULATION OF BIDS
CITY OF GROSSE POINTE WOODS
2021 SEWER REHABILITATION BY
FULL LENGTH CIPP LINING
AEW PROJECT NO. 0160-0440

Item No.	Description	Estimated Quantity	Units	Insituform Technologies USA, Inc. 17988 Edison Avenue Chesterfield, MO 63005		Corby Energy Services, Inc. 6001 Schooner Belleville, MI 48112	
				Unit Price	Amount	Unit Price	Amount
1.	_Bonds, Insurance and Initial Setup Expense (3% Maximum)	1	LS	8,809.40	8,809.40	13,000.00	13,000.00
2.	_Sewer, Pre-Construction, Clean and CCTV, 08 inch	850	Ft	4.60	3,910.00	2.00	1,700.00
3.	_Sewer, Pre-Construction, Clean and CCTV, 12 inch	500	Ft	5.20	2,600.00	2.00	1,000.00
4.	_Sewer, Pre-Construction, Clean and CCTV, 15 inch	1,350	Ft	5.50	7,425.00	2.00	2,700.00
5.	_Sewer, Pre-Construction, Clean and CCTV, 18 inch	625	Ft	6.70	4,187.50	2.20	1,375.00
6.	_Sewer, Pre-Construction, Clean and CCTV, 21 inch	325	Ft	10.40	3,380.00	4.00	1,300.00
7.	_Sewer, CIPP, 08 inch, Full Length	850	Ft	27.80	23,630.00	39.00	33,150.00
8.	_Sewer, CIPP, 12 inch, Full Length	500	Ft	37.00	18,500.00	56.00	28,000.00
9.	_Sewer, CIPP, 15 inch, Full Length	1,350	Ft	42.30	57,105.00	58.00	78,300.00
10.	_Sewer, CIPP, 18 inch, Full Length	625	Ft	58.20	36,375.00	85.00	53,125.00
11.	_Sewer, CIPP, 21 inch, Full Length	325	Ft	73.20	23,790.00	92.00	29,900.00
12.	_Sewer, Post-Construction, CCTV, 08 inch	850	Ft	0.50	425.00	1.00	850.00
13.	_Sewer, Post-Construction, CCTV, 12 inch	500	Ft	0.50	250.00	1.00	500.00
14.	_Sewer, Post-Construction, CCTV, 15 inch	1,350	Ft	0.70	945.00	1.00	1,350.00
15.	_Sewer, Post-Construction, CCTV, 18 inch	625	Ft	0.50	312.50	1.00	625.00
16.	_Sewer, Post-Construction, CCTV, 21 inch	325	Ft	0.50	162.50	1.00	325.00
17.	_Lateral, Preparation	10	Ea	61.10	611.00	350.00	3,500.00
18.	_Lateral, Reinstale	81	Ea	72.50	5,872.50	105.00	8,505.00
19.	_Mineral Deposit, Rem	40	Ea	30.50	1,220.00	115.00	4,600.00
20.	_Cutting Service Lead Protrusions	10	Ea	61.10	611.00	175.00	1,750.00
21.	_Traffic Maintenance and Control	1	LS	6,985.00	6,985.00	5,250.00	5,250.00
22.	_Deliverables	1	LS	2,317.10	2,317.10	8,000.00	8,000.00
TOTAL AMOUNT BID				\$	209,423.50	\$	278,805.00



RECEIVED

JUL 30 2021

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services *FS*

DATE: July 22, 2021

SUBJECT: Recommendation – 2021 Sewer Cleaning and Closed-Circuit Television Investigation Program
AEW Project No. 0160-0438

During the Finance Committee meeting, a discussion was held regarding the proposed 2021/2022 Construction projects. Included in discussion was the 2021 Sewer Cleaning and Closed-Circuit Television (CCTV) Investigation Program.

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

Corby Energy Services, Inc.	\$132,375.00
Pipetek Infrastructure Services, LLC	\$150,173.25
Advanced Underground Inspection, LLC	\$302,048.19
Pipeline Management Company, Inc.	\$302,775.00

AEW has previously worked with Corby Energy Services, Inc. in Grosse Pointe Woods and Grosse Pointe City. They are qualified to perform this type of work and their work is satisfactory.

Based upon the recommendation of AEW, I concur that the contract for the 2021 Sewer Cleaning and Closed-Circuit Television Investigation Program be awarded to Corby Energy Services, Inc., 6001 Schooner, Belleville, Michigan 48112 in the amount of \$132,375.00.

I recommend a construction contingency in an amount not to exceed \$50,000.00 for any unforeseen problems should they arise. I further recommend construction engineering fees that will be provided by Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Rd., Shelby Twp., MI 48315 in an amount not to exceed \$36,000.00. The total project will not exceed \$218,375.00.

This is a budgeted item included in 2021/2022 fiscal year budget in the accounts listed in the table below. The additional funds (in red on the table) will also require a budget amendment from the Water/Sewer Fund Balance account no. 592-000-697.000 into the water/sewer sewer cleaning - construction account no. 592-537-975.005 in the amount of \$57,375.00 and the water/sewer sewer cleaning - engineering account no. 592-537-975.004 in the amount of \$11,000.00.

	Amount	Account No.
Water/Sewer Cleaning Construction	\$125,000.00	592-537-975.005
<i>Amendment & Transfer to Water/Sewer Cleaning Construction</i>	<i>\$57,375.00</i>	<i>592-537-975.005</i>
Total Construction	\$182,375.00	592-537-975.005
Water/Sewer Cleaning Engineering	\$25,000.00	592-537-975.004
<i>Amendment & Transfer to Water/Sewer Cleaning Engineering</i>	<i>\$11,000.00</i>	<i>592-537-975.004</i>
Total Engineering	\$36,000.00	592-537-975.004
Total Project	\$218,375.00	

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

Bruce Smith
Bruce Smith, City Administrator

7/30/2021
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

Shawn Murphy
Shawn Murphy, Treasurer/Comptroller

7-30-2021
Date



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

July 19, 2021

Bruce Smith, City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236-2397

Reference: 2021 Sewer Cleaning and CCTV Investigation Program
City of Grosse Pointe Woods
AEW Project No. 0160-0438

Dear Mr. Smith:

On Tuesday, June 29, 2021, four (4) bids were received for the above referenced project. We have tabulated the bids and have included a summary herewith for your use.

The low bidder for this project is Corby Energy Services, Inc. of Belleville, Michigan, with a total bid amount of \$132,375.00. We have previously worked with Corby in Grosse Pointe Woods, Grosse Pointe City and find them qualified in performing this type of work.

On the basis of past performance, availability of funds, and the lowest bid submitted, we recommend that the contract for the **2021 Sewer Cleaning and CCTV Investigation Program** be awarded to **Corby Energy Services, Inc.**, 6001 Schooner, Belleville, Michigan 48112 in the amount of **\$132,375.00**

In addition, we are recommending additional budget for construction contingency of \$50,000.00 and construction engineering of \$36,000.00. Therefore, the total project cost estimate is \$218,375.00.

If you have any questions, please advise.

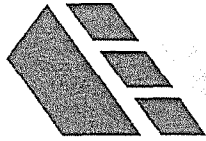
Sincerely,

Frank D. Varicalli

cc: Frank Schulte, Director of Public Services, with Bid Tab
James Kowalski, Assistant Director of Public Services
Scott Lockwood, PE, Anderson, Eckstein and Westrick, Inc.

Enclosure

M:\0160\0160-0438\Gen\Letters\SmithFDV210719.docx



TABULATION OF BIDS
CITY OF GROSSE POINTE WOODS
2021 SEWER CLEANING AND
CCTV INVESTIGATION
AEW PROJECT NO. 0160-0438

DATE: 6/29/2021
TIME: 10:00 AM

Prepared by Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, MI 48315

BIDDER RANKING

RANK	BIDDER'S NAME	TOTAL BID
1	Corby Energy Services Inc.	\$ 132,375.00
2	Pipetek Infrastructure Services, LLC	\$ 150,173.25
3	Advanced Underground Inspection, LLC	\$ 302,048.19
4	Pipeline Management Company, Inc.	\$ 302,775.00

* CORRECTED BY ENGINEER



TABULATION OF BIDS
CITY OF GROSSE POINTE WOODS
2021 SEWER CLEANING AND
CCTV INVESTIGATION
AEW PROJECT NO. 0160-0438

Corby Energy Services Inc.
 6001 Schooner
 Belleville, MI 48112

Pipetek Infrastructure Services, LLC
 12119 Levan Road
 Livonia, MI 48150

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount
1.	_Bonds, Insurance and Initial Setup Expense (3% Maximum)	1	LS	3,000.00	3,000.00	0.00	0.00
2.	_Cleaning 06 - 12 inch Combined Sewers	11,000	Ft	1.50	16,500.00	1.56	17,160.00
3.	_Cleaning 15 - 21 inch Combined Sewers	9,100	Ft	1.75	15,925.00	2.80	25,480.00
4.	_Cleaning 24 - 36 inch Combined Sewers	3,600	Ft	2.00	7,200.00	3.65	13,140.00
5.	_Cleaning 42 - 48 inch Combined Sewers	2,900	Ft	2.50	7,250.00	5.64	16,356.00
6.	_Heavy Cleaning 06 - 12 inch Combined Sewers	2,750	Ft	1.00	2,750.00	1.95	5,362.50
7.	_Heavy Cleaning 15 - 21 inch Combined Sewers	2,275	Ft	1.00	2,275.00	2.74	6,233.50
8.	_Heavy Cleaning 24 - 36 inch Combined Sewers	900	Ft	1.00	900.00	3.85	3,465.00
9.	_Heavy Cleaning 42 - 48 inch Combined Sewers	725	Ft	1.00	725.00	3.85	2,791.25
10.	_Extra Heavy Cleaning	10	Hr	325.00	3,250.00	225.00	2,250.00
11.	_Final TV Investigation and Log, 06 - 12 inch Combined Sewers	11,000	Ft	1.50	16,500.00	1.13	12,430.00
12.	_Final TV Investigation and Log, 15 - 21 inch Combined Sewers	9,100	Ft	1.50	13,650.00	1.50	13,650.00
13.	_Final TV Investigation and Log, 24 - 36 inch Combined Sewers	3,600	Ft	1.50	5,400.00	1.65	5,940.00
14.	_Final TV Investigation and Log, 42 - 48 inch Combined Sewers	2,900	Ft	2.00	5,800.00	2.29	6,641.00
15.	_Final TV Investigation and Log, 54 inch Storm Sewers	600	Ft	3.00	1,800.00	2.29	1,374.00
16.	_Final TV Investigation and Log, 60 inch Storm Sewers	2,650	Ft	3.00	7,950.00	2.50	6,625.00
17.	_Final TV Investigation and Log, 72 inch Storm Sewers (Man Entry)	550	Ft	5.00	2,750.00	3.00	1,650.00
18.	_Mineral Deposit, Rem	100	Ea	25.00	2,500.00	25.00	2,500.00
19.	_Cutting Service Lead Protrusions	25	Ea	50.00	1,250.00	25.00	625.00
20.	_Traffic Control, Major Street	1	LS	7,500.00	7,500.00	2,000.00	2,000.00
21.	_Traffic Control, Minor Street	1	LS	5,000.00	5,000.00	2,000.00	2,000.00
22.	_Deliverables	1	LS	2,500.00	2,500.00	2,500.00	2,500.00
TOTAL AMOUNT BID				\$	132,375.00	\$	150,173.25

* CORRECTED BY ENGINEER



TABULATION OF BIDS
CITY OF GROSSE POINTE WOODS
2021 SEWER CLEANING AND
CCTV INVESTIGATION
AEW PROJECT NO. 0160-0438

Advanced Underground Inspection, LLC
 38657 Webb Dr.
 Westland, MI 48185

Pipeline Management Company, Inc
 2673 East Maple Road
 Milford, MI 48381

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount
1.	_Bonds, Insurance and Initial Setup Expense (3% Maximum)	1	LS	8,804.44	8,804.44	8,800.00	8,800.00
2.	_Cleaning 06 - 12 inch Combined Sewers	11,000	Ft	4.50	49,500.00	3.00	33,000.00
3.	_Cleaning 15 - 21 inch Combined Sewers	9,100	Ft	5.75	52,325.00	4.00	36,400.00
4.	_Cleaning 24 - 36 inch Combined Sewers	3,600	Ft	7.50	27,000.00	8.00	28,800.00
5.	_Cleaning 42 - 48 inch Combined Sewers	2,900	Ft	9.00	26,100.00	15.00	43,500.00
6.	_Heavy Cleaning 06 - 12 inch Combined Sewers	2,750	Ft	5.00	13,750.00	3.00	8,250.00
7.	_Heavy Cleaning 15 - 21 inch Combined Sewers	2,275	Ft	6.50	14,787.50	4.00	9,100.00
8.	_Heavy Cleaning 24 - 36 inch Combined Sewers	900	Ft	10.75	9,675.00	8.00	7,200.00
9.	_Heavy Cleaning 42 - 48 inch Combined Sewers	725	Ft	16.25	11,781.25	15.00	10,875.00
10.	_Extra Heavy Cleaning	10	Hr	300.00	3,000.00	500.00	5,000.00
11.	_Final TV Investigation and Log, 06 - 12 inch Combined Sewers	11,000	Ft	1.25	13,750.00	2.00	22,000.00
12.	_Final TV Investigation and Log, 15 - 21 inch Combined Sewers	9,100	Ft	1.25	11,375.00	2.00	18,200.00
13.	_Final TV Investigation and Log, 24 - 36 inch Combined Sewers	3,600	Ft	1.65	5,940.00	2.00	7,200.00
14.	_Final TV Investigation and Log, 42 - 48 inch Combined Sewers	2,900	Ft	1.65	4,785.00	2.00	5,800.00
15.	_Final TV Investigation and Log, 54 inch Storm Sewers	600	Ft	4.00	2,400.00	4.00	2,400.00
16.	_Final TV Investigation and Log, 60 inch Storm Sewers	2,650	Ft	5.50	14,575.00	8.00	21,200.00
17.	_Final TV Investigation and Log, 72 inch Storm Sewers (Man Entry)	550	Ft	10.00	5,500.00	16.00	8,800.00
18.	_Mineral Deposit, Rem	100	Ea	100.00	10,000.00	100.00	10,000.00
19.	_Cutting Service Lead Protrusions	25	Ea	100.00	2,500.00	250.00	6,250.00
20.	_Traffic Control, Major Street	1	LS	10,000.00	10,000.00	5,000.00	5,000.00
21.	_Traffic Control, Minor Street	1	LS	4,000.00	4,000.00	2,500.00	2,500.00
22.	_Deliverables	1	LS	500.00	500.00	2,500.00	2,500.00
TOTAL AMOUNT BID				\$	302,048.19	\$	302,775.00

* CORRECTED BY ENGINEER

MEMO 21-42

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services FS.

DATE: July 23, 2021

SUBJECT: AEW Design Fees for 2021/2022 Construction Projects

8D

RECEIVED

JUL 26 2021

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

During the Finance Committee meeting, a discussion was held regarding the proposed 2021/2022 construction projects. The recommended projects included the reconstruction of Allard from Chester and the west city limit and the replacement of water mains on the north and south side of Vernier Road between Mack and the west city limit and know lead water service lines throughout the city.

Allard Road from Chester to west city limits is in need of repair based on the road condition rating system known as the Pavement Surface and Evaluation and Rating (PASER) System. The water main located on the north and south side of Vernier between Mack and the west city limit is a substandard 6-inch water main, has had multiple breaks, and does not meet current fire suppression ratings.

The first table shows all costs of construction and engineering for the above-mentioned projects. The second table shows design engineering costs to be provided by Anderson, Eckstein and Westrick, Inc. (AEW).

Total Cost of Included Projects

Projects	Total Project	Construction Cost	Engineering Cost
Allard Road Reconstruction	\$890,000	\$742,200.00	\$148,000.00
Water Main Replacements (north and south side of Vernier Road and lead lines throughout the city)	\$1,400,000.00	\$1,166,000.00	\$234,000.00
Total	\$2,290,000.00	\$1,908,000.00	\$382,800.00

Design Engineering Cost of Projects

Projects	Account Number	Design Engineering Cost
Allard Road Reconstruction	#203-451-977.803	\$48,500.00
Water Main Replacements (north and south side of Vernier Road and lead lines throughout the city)	# 592-537-977.310	\$72,000.00
Total Design Engineering Cost		\$120,500.00

Attached is a proposal of design services from Anderson, Eckstein and Westrick, Inc. for Grosse Pointe Woods for the above listed construction projects.

The total cost of design engineering is \$120,500.00. To move forward with the above projects for the 2021/2022 construction season, I am recommending that council approve funds for soliciting bids and design engineering that will be provided by Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Rd., Shelby Twp., MI 48315 in an amount not to exceed \$120,500.00. These are budgeted items in the 2021/2022 fiscal year budget in the accounts listed in the table above.

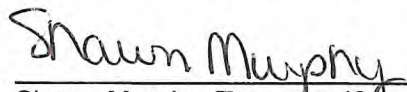
I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.


Bruce Smith, City Administrator

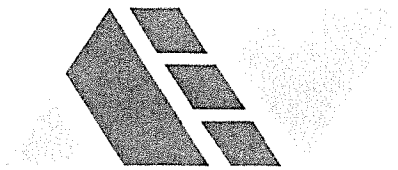
7/26/2024
Date

Fund Certification:

Account numbers and amounts have been verified as presented.


Shawn Murphy, Treasurer/Comptroller

7-26-2024
Date



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

51301 Schoenherr Road, Shelby Township, MI 48315
586.726.1234 | www.aewinc.com

July 23, 2021

Frank Schulte, DPW Director
City of Grosse Pointe Woods
1200 Parkway Drive
Grosse Pointe Woods, MI 48236

Reference: **Design Engineering Fees**
2021-2022 Infrastructure Projects

Dear Mr. Schulte:

The City has selected a number of infrastructure improvement projects to include in this year's budget. Following is a list of two projects including cost estimates.

Project Description	Total Cost	Construction	Const Eng	Design Eng
Allard Reconstruction	\$890,000	\$742,000	\$99,500	\$48,500
Vernier Water Main*	\$1,400,000	\$1,166,000	\$162,000	\$72,000

*Includes Lead Service Replacements (City wide)

In order to facilitate timely construction schedules for these projects, we recommend authorization of the Design Engineering costs shown above. Please contact me with any questions or comments.
Sincerely,

Anderson, Eckstein and Westrick, Inc.

Scott Lockwood, Exec. Vice President

M:\0160\0160-0418\Gen\Letters\Design Engineering Authorization 21-22 Projects.docx

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this “Agreement”), is entered into as of July 1, 2021, by and between the City of Grosse Pointe Farms, a Michigan municipal corporation having an address at 90 Kerby Road, Grosse Pointe Farms, Michigan 48236 (“Farms”), and the City of Grosse Pointe Woods, a Michigan municipal corporation having an address at 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 (“Woods”). Farms and Woods sometimes are referred to collectively in this Agreement as the “Parties.”

RECITALS:

- A. Farms and Woods are adjoining communities sharing a common boundary.
- B. In October, 2019, after the conclusion of annexation proceedings before the State Boundary Commission initiated by the owners of seven residential parcels, having a portion of their land situated within the territorial jurisdiction of Farms and another portion of their land (including their seven residential structures) situated within the territorial jurisdiction of Woods, the Michigan Department of Licensing and Regulatory Affairs entered an order approving annexation of territory in Woods to Farms resulting in a revision of the common boundary between Farms and Woods, such that each residential parcel would be situated in its entirety within the territorial jurisdiction of Farms (the “Boundary Change”).
- C. Woods appealed the Boundary Change. In May, 2020, the Wayne County Circuit Court, Case No. 19-015403-AA, affirmed the Boundary Change and dismissed the appeal. Subsequently, on October 29, 2020, the Michigan Court of Appeals declined to consider a further appeal, and Woods did not seek further appeal of the matter, and thus the Boundary Change is final.

D. Prior to the Boundary Change, the owners of the seven residential parcels paid ad valorem taxes to each of Farms and Woods, but the amount of ad valorem taxes paid to Woods was substantially larger than the amount paid to Farms. Pursuant to a written agreement (the “Reimbursement Agreement”) between Farms and Woods that was in force for several decades, Woods remitted to Farms, on an annual basis, an amount intended by the Parties to defray the cost incurred by Farms in providing certain municipal services to the seven residential properties. Woods previously sent notice to Farms terminating the Reimbursement Agreement, and the annual payments by Woods to Farms pursuant to the Reimbursement Agreement were discontinued after the conclusion of calendar year 2018.

E. After the Boundary Change, Woods cooperated with Farms in transitioning the tax billing and collections for the seven parcels to Farms in a timely and efficient manner, such that Woods is no longer receiving any tax revenue from the parcels and, effective for tax bills payable in calendar year 2020 and thereafter, ad valorem taxes levied against the seven residential parcels have been and will continue to be payable only to Farms and other taxing authorities having jurisdiction (but not Woods).

F. Woods has submitted to Farms a demand that, pursuant to Section 14 of the Home Rule City Act, being Act 279 of the Public Acts of 1909, as amended (“Section 14”), Farms remit to Woods a proportionate amount of indebtedness and liabilities previously incurred by Woods and that would have been defrayed by ad valorem tax revenues due to Woods by the owners of the seven residential parcels that are the subject of the Boundary Change. Woods has also asserted that Farms had collected amounts from Woods under the Reimbursement Agreement to which it was not entitled per the terms of the Reimbursement Agreement. Farms

has disclaimed any liability to Woods in connection with the Boundary Change or the Reimbursement Agreement.

G. Farms has submitted to Woods a demand that, pursuant to the Reimbursement Agreement, Woods remit to Farms the annual payment due under the Reimbursement Agreement for calendar year 2019. Woods has disclaimed any remaining obligation to Farms in connection with the Reimbursement Agreement.

H. The reciprocal claims described in the preceding recitals and any other claims the Parties have or could assert under Section 14 relating to the Boundary Change or under the Reimbursement Agreement are referred to collectively as the “Boundary Dispute Claims.” Farms and Woods mutually desire to resolve, settle and compromise the Boundary Dispute Claims pursuant to the following terms of this Agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual agreements, covenants, and promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that the Boundary Dispute Claims shall be and are hereby fully and completely settled and mutually compromised upon the following terms and conditions:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated as part of this Agreement.

2. **Economic Terms.** Neither party to this Agreement shall have any further liability to the other party under the Reimbursement Agreement or Section 14. In each of the four (4) consecutive fiscal years beginning with the 2021/2022 fiscal year and ending with the 2024/2025 fiscal year, Farms shall remit to Woods the sum of Forty Thousand and no/100

Dollars (\$40,000.00), for a total cumulative payment of One Hundred Sixty Thousand and no/100 Dollars (\$160,000.00) (the “Settlement Amount”). Each annual installment of the Settlement Amount shall be paid not later than September 15th of the applicable fiscal year. The Settlement Amount shall not bear interest. Farms shall have the right, but not the obligation, to prepay the unpaid balance of the Settlement Amount at any time or from time to time, in full or in part, without penalty.

3. **Non-Economic Terms.** Each of Farms and Woods agrees to cooperate on a mutual basis to assure that the direct and indirect consequences of the Boundary Change (including, without limitation, the allocation of state tax sharing revenues, the submission of tax bills and other municipal notices, and other similar matters) are fully implemented on a timely basis.

4. **Mutual Release and Covenant Not to Sue.** Each of Farms and Woods, for themselves and their respective successors and assigns, hereby forever release, acquit and discharge the other party, and such other party’s past and present council members, elected and appointed officials, officers, employees, agents, representatives, attorneys, predecessors, successors and assigns from any and all claims, rights, demands, debts, liabilities, controversies or causes of action, known or unknown, asserted or unasserted, liquidated or unliquidated, fixed or contingent, of any nature whatsoever arising out of or related to the Boundary Dispute Claims, and further agree not to sue the other party or any of the released parties with respect to the Boundary Dispute Claims. The foregoing release and covenant not to sue shall not encompass the failure to remit the Settlement Amount on a timely basis pursuant to paragraph 2 above or the failure to observe any of the other obligations of the respective Parties under this Agreement, each of which shall remain enforceable.

5. **No Prior Assignment.** Each of Farms and Woods represents to the other party that it is the sole owner of the claims released and compromised by this Agreement and that it has not previously assigned or conveyed such claims to any third party.

6. **Binding Effect; No Third Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the Parties and their legal representatives, attorneys, officers, city council members, elected or appointed officials, employees, agents, successors, and assigns. Nothing contained in this Agreement, however, shall be construed to convey any rights upon any third party or any person or entity not a party to or otherwise covered by this Agreement.

7. **Acknowledgment of Consideration.** The Parties acknowledge the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

8. **Integration Clause.** The provisions of this Agreement comprise all of the terms, conditions, agreements, and representations of the respective Parties respecting the Boundary Dispute Claims. This Agreement supersedes all prior agreements, arrangements, and understandings, if any, relating to the subject matter hereof and may be amended only by an instrument in writing executed jointly by the Parties. All representations and promises made by any Party to another, whether in writing or orally, concerning the Boundary Dispute Claims, and the settlement of all claims are understood by the parties to be merged into this Agreement.

9. **No Admission.** It is fully understood by the Parties that this Agreement constitutes a settlement of claims in order avoid further negotiation, potential litigation, and expense, and nothing herein shall constitute or imply an admission of liability of any kind or character by the Parties, which such liability is expressly denied.

10. **Severability**. If any portion or portions of this Agreement may be held by a court of competent jurisdiction to conflict with any federal, state, or local law, and as a result such portion or portions are declared to be invalid and of no force and effect in such jurisdiction, all remaining provisions of this Agreement shall otherwise remain in full force and effect and be construed as if such valid portion or portions has not been included herein.

11. **Choice of Law**. This Agreement, and any disputes arising out of it, shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to its conflict of laws provisions.

12. **Duplicate Originals**. This Agreement may be executed in duplicate original counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s)
acknowledged below.

The City of Grosse Pointe Farms,
a Michigan municipal corporation

Date:_____

By:_____

Its: Mayor

Date:_____

By:_____

Its: City Clerk

The City of Grosse Pointe Woods,
a Michigan municipal corporation

Date:_____

By:_____

Its: Mayor

Date:_____

By:_____

Its: City Clerk

9A

CITY OF GROSSE POINTE WOODS

PROCLAMATION

WHEREAS, the City of Grosse Pointe Woods takes great pride in commemorating the **25th Anniversary of EASTSIDE DERMATOLOGY** and it's service to our community; and

WHEREAS, **EASTSIDE DERMATOLOGY** has been owned and operated in the city of Grosse Pointe Woods by Dr. Lisa Manz-Dulac, since 1998 after outgrowing her first office in Grosse Pointe Farms which was established July 1, 1996; and

WHEREAS, **DR. LISA MANZ-DULAC** graduated from the Upstate Medical School in Syracuse, New York, and completed her dermatology residency at Henry Ford Hospital in Detroit in 1991; and

WHEREAS, as a result of her passion for skin care education, she did five medical mission trips with the Haiti Africa Relief Team to offer dermatologic care in the poorest communities in Haiti and she teaches teen skin care to Grosse Pointe South High School students through a "Dermatology Jeopardy" talk; and

WHEREAS, her office prides itself on providing excellent patient care and has implemented the Ritz Carlton's "Gold Standard" philosophy of customer service. The growth from two part-time employees in 1996 to over 25 staff members today is a tribute to her commitment to excellent patient care; and

WHEREAS, she is a devoted mother of three sons and can also be found swimming, skiing, traveling or running as she trains for the Boston Marathon this October 11, 2021.

NOW, THEREFORE, I, ARTHUR W. BRYANT, Mayor of the City of Grosse Pointe Woods, Michigan, on behalf of the City Council, our residents, and me congratulate and thank **DR. LISA MANZ-DULAC** and **EASTSIDE DERMATOLOGY** for their dedicated service to our community over the past 25 years.

Mayor Arthur W. Bryant
August 2, 2021



10A



RECEIVED
JUL 26 2021
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

July 13, 2021

Invoice 07132021

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

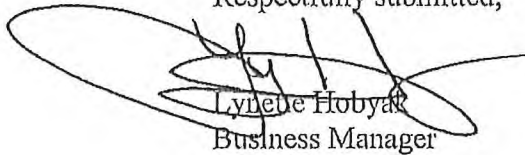
RE: August 2021 Services

For contract assessing services rendered:

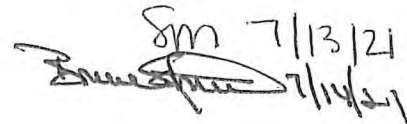
Contract Fee (\$75,099 ÷ 12)..... \$ 6,258.25

TOTAL AMOUNT DUE \$ 6,258.25

Respectfully submitted,


Lynette Hobyak
Business Manager

101224818000

Sm 7/13/21
 7/14/21

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

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