#### CITY OF GROSSE POINTE WOODS

### Electronic Regular City Council Meeting Agenda Monday, November 16, 2020 7:00 p.m.

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

Join Zoom Meeting:

https://zoom.us/j/99605221053?pwd=SS9wVkpSRTZ1NXFjbEx3S1lxZzkydz09

Meeting ID: 996 0522 1053

Passcode: 924751

Join by phone:

Dial by your location

888 788 0099 US Toll-free 877 853 5247 US Toll-free

Meeting ID: 996 0522 1053

Passcode: 924751

#### Facilitator's Statement

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. ACCEPTANCE OF AGENDA
- 4. MINUTES

- A. City Council 11/09/20
- 5. PUBLIC HEARINGS
- A. Generator Variance: Ventzel Potochnik, 1584 Huntington (Petitioner requests postponement.)
- B. Generator Variance: Robert Flannery, 875 Hidden Lane
  - 1. Email 10/21/20 Robert Flannery
  - 2. Letters 10/21/20 & 11/13/20 Karen Quarnstrom, 855 Hidden Lane
  - 3. Generator Application 10/08/20
  - 4. Mechanical Permit
  - 5. Electrical Permit
  - 6. Site rendering
  - 7. Homeowner's Affidavit for Permit 10/08/20
  - 8. Generator brochure
  - 9. Memo 11/06/20 Building Official
    - a. Photo (1)
  - 10. Affidavit of Property Owners Notified
  - 11. Aerial View

- C. Fence Variance: Erik and Audrey Stephens, 2110 Hampton Rd.
  - 1. Letter 09/23/20 Erik and Audrey Stephens
  - 2. Application for Fence 09/02/20
  - 3. Site rendering
  - 4. Photos (4)
  - 5. Letter 09/02/20 Erik and Audrey Stephens
  - 6. Memo 10/16/20 Building Official
    - a. Complaint/Case Reports (14)
  - 7. Memo 10/15/20 Director of Public Services
  - 8. Affidavit of Property Owners Notified
  - 9. Aerial View
- D. Fence Variance: Michael Walter, 2080 Lennon
  - 1. Letter 10/23/20 Michael Walter
  - 2. Application for Fence 10/07/20
  - 3. Site rendering
  - 4. Homeowner's Affidavit for Permit
  - 5. Photo (1)
  - 6. Memo 11/06/20 Building Official
  - 7. Photos (2)
  - 8. Memo 11/06/20 Director of Public Services
  - 9. Affidavit of Property Owners Notified
  - 10. Aerial View
- 6. COMMUNICATIONS
- A. Interview: Treasurer/Comptroller
  - 1. Shawn Murphy, Deputy Treasurer/Comptroller
    - a. Letter 11/12/20 Shawn Murphy
    - b. Resume
- B. Budget Amendment: Great Lakes Water Authority
  - 1. Memo 11/05/20 Director of Public Services
  - 2. Memo 10/13/20 Great Lakes Water Authority
- C. Bank Account Signatories
  - 1. Memo 11/13/20 Deputy Treasurer/Comptroller
- D. Monthly Financial Report October 2020
- 7. BIDS/PROPOSALS/ CONTRACTS
- A. Contract: 2020/21 Michigan Indigent Defense Council (MIDC) Grant Agreement
  - 1. Memo 11/03/20 Municipal Court Clerk
  - Grant Between the State of Michigan Michigan Indigent Defense Commission (MIDC)
     Department of Licensing and Regulatory Affairs (LARA) and City of Grosse Pointe Woods
- B. Contract: Cross Connection Control Program

- 1. Memo 11/06/20 Director of Public Services
- 2. Letter 11/05/20 HydroCorp
- 3. Proposal 11/05/20 HydroCorp
- 4. Professional Service Agreement

- 8. RESOLUTIONS
- A. Remote Meetings
  - 1. Letter 11/11/20 City Attorney
  - 2. Legal Opinion re: Remote Meetings/P.A. 228 of 2020 11/11/20 City Attorney
  - 3. Declaration of State of Disaster Pursuant to the Emergency Act, MCL 30.401 Et Seq and Grosse Pointe Woods City Code Sections 18-19 through 18-28.
  - 4. Resolution Confirming Declaration of State of Disaster and Establishing Rules for Remote Attendance and Participation at Public Meetings by the Grosse Pointe Woods City Council, Other City Public Bodies, and Members of the Public Due to the Coronavirus Pandemic Based on Enactment of Public Act 228 of 2020
- 9. CLAIMS/ACCOUNTS
- A. Plumbing and Mechanical Inspections
  - 1. McKenna Invoice No. 21849-30 11/05/20 \$2.820.00.

- 10. NEW BUSINESS/ PUBLIC COMMENT
- 11. CLOSED EXECUTIVE SESSION
- A. To consider attorney/client privilege communication and to consider certain actions regarding complaints brought against a public officer, employee, staff member, or individual agent.
- 12. ADJOURNMENT

Lisa Kay Hathaway, MiPMC-3/MMC City Clerk

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

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

<u>Instructions for meeting participation</u>

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

Join Zoom Meeting:

https://zoom.us/j/99605221053?pwd=SS9wVkpSRTZ1NXFjbEx3S1lxZzkydz09

Meeting ID: 996 0522 1053

Passcode: 924751

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

Join by phone:

Dial by your location 888 788 0099 US Toll-free 877 853 5247 US Toll-free Meeting ID: 996 0522 1053

Passcode: 924751

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

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

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

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

Mayor Robert E. Novitke	mayornovitke@comcast.net	586 899-2082
Art Bryant, Council Member	arthurwbryant@gmail.com	313 885-2174
Ken Gafa, Council Member	kgafa@comcast.net	313 580-0027
Vicki Granger, Council Member	grangergpw@aol.com	313 640-5250
Mike Koester, Council Member	koester.gpw@gmail.com	313 655-4190
Todd McConaghy, Council Member	todd.mcconaghygpw@yahoo.com	248 765-0628
George McMullen, Council Member	george@grmcmullen.net	313 549-6363
Lisa Hathaway, City Clerk	lhathaway@gpwmi.us	313 343-2447

You may contact Lisa Hathaway, City Clerk, at <a href="mailto:lhathaway@gpwmi.us">lhathaway@gpwmi.us</a> should you have any questions prior to the meeting starting.

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



### MINUTES OF THE RESCHEDULED CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD REMOTELY ON MONDAY, NOVEMBER 9, 2020.

The Facilitator's statement was provided.

The meeting was called to order at 7:06 p.m. by Mayor Novitke.

Roll Call\*:

Mayor Novitke

Council Members:

Bryant, Gafa, Granger, Koester, McConaghy (Southfield, MI), McMullen

(Grosse Pointe Farms, MI)

Absent:

None

(\*Unless specifically identified otherwise, Council Members attended remotely from Grosse Pointe Woods, MI.)

Also Present:

City Administrator Smith
City Attorney Berschback
Treasurer/Comptroller Behrens

City Clerk Hathaway

Director of Public Safety Kosanke Director of Public Services Schulte

City Engineer Lockwood

Deputy City Clerk/Facilitator Antolin

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

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy, McMullen, Novitke

No: None Absent: None

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

1. City Council Minutes dated October 19, 2020.

Motion carried by the following vote:

Yes:

Bryant, Gafa, Granger, Koester, McConaghy, McMullen, Novitke

No:

None

Absent:

None

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

1. Committee-of-the-Whole Minutes dated October 26, 2020.

Motion carried by the following vote:

Yes:

Bryant, Gafa, Granger, Koester, McConaghy, McMullen, Novitke

No:

None

Absent: None

Motion by Bryant, seconded by McConaghy, regarding **emergency expenditure budget amendment: fire truck generator**, that the City Council approve a budget amendment in a total cost not to exceed \$8,500.00 to cover the cost of installing an emergency replacement of the generator in Engine 5, including warranty and anticipated shipping charges, by Apollo Fire Equipment Company, funds to be taken in a total amount not to exceed \$8,500.00 from Prior Year Reserve Account No. 101-000-699.000 into Equipment Maintenance Repair Account No. 101-339-850.000.

Motion carried by the following vote:

Yes:

Bryant, Gafa, Granger, Koester, McConaghy, McMullen, Novitke

No:

None

Absent:

None

Motion by Koester, seconded by Gafa, regarding **purchase: parking meter housing replacement**, that the City Council approve refurbishing of the City's 925 parking meter housings by Take A Powder Inc. at a cost of \$36,478.75 including shipping, funds to be taken from the Parking Contractual Services Account No. 585-561-818.000.

Motion carried by the following vote:

Yes:

Bryant, Gafa, Granger, Koester, McConaghy, McMullen, Novitke

No:

None

Absent:

None

The Mayor accepted the resignation of Stephen Chan from the Tree Commission with regret and directed that appropriate thanks and recognition be sent to Mr. Chan.

Motion by Gafa, seconded by Bryant, regarding **contract/budget amendment: Lake Front Park Vehicular Bridge Replacement**, that the City Council approve a contract with E. C. Korneffel Co. to replace the Lake Front Park vehicular bridge in the amount of \$678,444.88, and also to include a contingency in an amount not to exceed \$50,000.00 and construction engineering fees in an amount not to exceed \$70,000.00; a total project cost not to exceed \$798,444.88: funds in the amount of \$612,000.00 are to be taken from the Municipal Improvement Lake Front Park Bridge Account No. 401-903-977.109; and that Council approve a budget amendment in the amount of \$186,444.88 with funds taken from the General Fund Fund Balance Account No. 101-000-699.000 into the Municipal Improvement Lake Front Park Bridge Account No. 401-903-977.109.

Motion carried by the following vote:

Yes: Bryant, Gafa, Grange

Bryant, Gafa, Granger, Koester, McConaghy, McMullen, Novitke

No: None Absent: None

Motion by Granger, seconded by Bryant, regarding **contract: 2020 Sewer Open Cut Repair Program**, that the City Council award a contract to Fontana Construction to perform the 2020 Sewer Open Cut Repair Program at a cost of \$750,000.00, and to include construction engineering fees in an amount not to exceed \$123,000.00, for a total project cost not to exceed \$873,000.00; funds in the amount of \$750,000.00 are to be taken from Water/Sewer Repair Construction Account No. 592-537-976.002, and \$123,000.00 to be taken from Water/Sewer Repair Engineering Account No. 592-537-976.001.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy, McMullen, Novitke

No: None Absent: None

Motion by McMullen, seconded by Bryant, regarding **contract: 2020 Sewer Rehabilitation** – **Full Cured In Place Pipe (CIPP) Lining**, that the City Council award a contract to Corby Energy Services Inc. to perform the 2020 Sewer Rehabilitation CIPP Lining project at a cost of \$377,392.00, to include contingency in an amount not to exceed \$75,000.00 and engineering in an amount not to exceed \$60,000.00, for a total project cost not to exceed \$512,392.00; funds to be taken from the

Water/Sewer Repair Construction Account No. 592-537-976.002 in the amount of \$377,392.00 and the Water/Sewer Repair Engineering Account No. 592-537-976.001 in the amount of \$60,000.00.

Motion carried by the following vote:

Yes:

Bryant, Gafa, Granger, Koester, McConaghy, McMullen, Novitke

No:

Absent:

None None

Motion by McConaghy, seconded by Granger, regarding Ordinance: Second Reading - An Ordinance to Amend Chapter 8 Building and Building Regulations, Article IX - Fences, to Provide Definition for Different Types of Allowable Fences and to Clarify Allowable Materials, that the City Council to approve this proposed ordinance as presented and make it effective 20 days after its enactment.

Motion carried by the following vote:

Yes:

Bryant, Granger, Koester, McConaghy, McMullen, Novitke

No:

Gafa None

Absent:

Motion by McConaghy, seconded by Gafa, regarding claims/accounts, that the City Council approve payment of Items 8A - 8J as listed on the Council agenda and as identified in the pink sheet in the respective amounts and accounts listed, as follows:

### A. Auditing Services

- 1. Plante Moran (Final) Invoice No. 1918305 10/29/20 \$21,350.00; Account Nos.:
  - a. 101-223-818.000 \$13,350.00;
  - b. 101-136-818.000 \$1,000.00;
  - c. 202-482-818.000 \$1,000.00;
  - d. 203-482-818.000 \$1,000.00;
  - e. 226-528-818.000 \$1,000.00;

  - f. 365-993-818.000 \$1,000.00; g. 592-536-818.000 - \$1,000.00;
  - h. 632-854-818.000 \$1,000.00;
  - i. 640-851-818.000 \$1,000.00.
- B. Assessing Services
  - 1. WCA Assessing Invoice No. 10262020 10/26/20 \$6,258.25; Account No. 101-224-818.000.

- C. Actuarial Services Rodwan Consulting Co.
  - 1. Invoice No. 2826 09/22/20 \$6,150.00; Account No. 101-299-818.000;
  - 2. Invoice No. 2827 09/22/20 \$6,400.00; Account No. 101-299-818.000.
- D. 2020 Concrete Pavement and Parking Repair Program
  - 1. L. Anthony Construction Inc. Pay Estimate No. 2 10/18/20 \$195,364.09; Account Nos.:
    - a. 202-451-974.200 \$36,944.80;
    - b. 203-451-974.200 \$24,531.35;
    - c. 585-561-977.000 \$98,420.94;
    - d. 592-537-975.400 \$35,467.00.
- E. 2019 Sewer Open Cut Repair Program
  - 1. Fontana Construction Services Pay Estimate No. 5 10/18/20 \$13,737.20; Account No. 592-537-976.002.
- F. Bournemouth Water Main Replacement
  - 1. Fontana Construction Services Pay Estimate No. 3 10/18/20 \$19,924.88; Account No. 592-537-977.300.
- G. City Engineers Anderson, Eckstein & Westrick
  - 1. Invoice No. 0127747 09/08/20 \$1,081.50; Account Nos:
    - a. 101-441-818.000 \$360.50;
    - b. 101-444-818.000 \$360.50;
    - c. 592-537-818.000 \$360.50.
  - 2. Invoice No. 0128191 10/20/20 \$371.00; Account No. 202-451-974.803.
  - 3. Invoice No. 0128192 10/20/20 \$999.70; Account Nos.:
    - a. 202-451-974.201 \$9.01;
    - b. 203-451-974.201 \$189.13;
    - c. 592-537-975.401 \$128.25;
    - d. 592-537-976.001 \$673.31.
  - 4. Invoice No. 0128193 10/20/20 \$1,319.25; Account No. 592-537-976.001.
  - 5. Invoice No. 0128194 10/20/20 \$886.50; Account Nos.:
    - a. 202-451-974.201 \$73.88;
    - b. 203-451-977.803 \$591.00;
    - c. 203-451-974.201 \$64.02;
    - d. 592-537-975.401 \$157.60.
  - 6. Invoice No. 0128195 10/20/20 \$29,860.20; Account No. 592-537-977.310.
  - 7. Invoice No. 0128196 10/20/20 \$771.00; Account Nos.:
    - a. 101-441-818.000 \$257.00;
    - b. 101-444-818.000 \$257.00;
    - c. 592-537-818.000 \$257.00.
  - 8. Invoice No. 0128197 10/20/20 \$22,438.80; Account No. 401-903-977.109.

- 9. Invoice No. 0128198 10/20/20 \$463.50; Account No. 420-451-974.201.
- 10. Invoice No. 0128199 10/20/20 \$11,475.70; Account Nos.:
  - a. 202-451-974.201 \$2,140.99;
  - b. 203-451-974.201 \$1,455.87;
  - c. 585-561-978.300 \$5,737.85;
  - d. 592-537-975.401 \$2,140.99.
- 11. Invoice No. 0128200 10/20/20 \$7,500.00; Account No. 592-537-976.001.
- 12. Invoice No. 0128201 10/20/20 \$206.00; Account Nos.:
  - a. 101-441-818.000 \$68.67;
  - b. 101-444-818.000 \$68.67;
  - c. 592-537-818.000 \$68.66.
- 13. Invoice No. 0128204 10/20/20 \$103.00; Account Nos.:
  - a. 101-441-818.000 \$34.33;
  - b. 101-444-818.000 \$34.33;
  - c. 592-537-818.000 \$34.34.
- 14. Invoice No. 0128337 10/23/20 \$2,861.75; Account No. 592-537-977.000.
- H. Professional Legal Services Hallahan & Associates Inc.
  - 1. Invoice No. 17826 11/02/20 \$83.57; Account No. 101-210-810.300.
- I. Professional Services Rosati, Schultz, Joppich & Amtsbuechler PC
  - 1. Invoice No. 1074539 10/12/20 \$1,925.75; Account No. 101-210-801.300.
- J. City Attorney
  - 1. Charles T. Berschback 10/30/20 \$8,447.50; Account Nos.:
    - a. 101-210-801.000 \$6,045.00;
    - b. 101-210-801.100 \$2,286.25;
    - c. 101-210-801.300 \$116.25.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy, McMullen, Novitke

No: None Absent: None

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

- The City Administrator recommended to Council that City Hall close due to reporting of COVID-19 cases rising. There was a consensus of the Council to close City Hall to the public.
- The status of the City Attorney applicants was briefly discussed. There was a consensus that Mr. Dinen be allowed to make a presentation to City Council on November 23, 2020, at 7 p.m. for approximately 15 minutes, followed by the scheduled attendance of Mr. Schultz and Mr. Tomlinson who were previously interviewed.

Nobody wished to be heard under Public Comment.

Motion by Gafa, seconded by Granger, that the City Council recess the City Council Meeting at 7:56 p.m. and convene in Closed Executive Session, at which time this body may or may not reconvene in regular session to address additional items as necessary, in accordance with the Open Meetings Act 1976 PA 267. This closed meeting is being held:

- A. To consider attorney/client privilege communication and settlement strategy in a pending grievance.
- B. To consider attorney/client privilege communications and to consider certain actions and hear complaints brought against a public officer, employee, staff member, or individual agent (as requested by the Treasurer/Comptroller.)

Motion carried by the following roll call vote:

Granger Yes
Koester Yes
McConaghy Yes
McMullen Yes
Novitke Yes
Bryant Yes
Gafa Yes

City Council reconvened in regular session at 9:02 p.m.

Based upon two written complaints having been received regarding the Treasurer/Comptroller the City Administrator requested Mr. Fleury to conduct an independent investigation on behalf of the City of Grosse Pointe Woods. The Labor Attorney provided an overview of his report, said report having been provided to the Council and to Ms. Behrens.

Under discussion, the City Council then expressed their comments and opinions.

Motion by Bryant, seconded by Granger, that the City Council place Treasurer/Comptroller Cathrene Behrens on Administrative Leave with pay effective immediately, and to terminate Ms. Behrens as Treasurer/Comptroller subject to the possibility of discussion with the City Administrator and City Attorney regarding a resignation in lieu of termination; and, to discuss the possibility of health care and possible pay as part of the resignation in lieu of termination.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy, McMullen, Novitke

No: None Absent: None

	COUN	CIL
1	1-09-20 -	152

Motion by Bryant, seconded by UNANIMOUSLY.	Granger,	to adjourn	tonight's	meeting	at 9:18	p.m.	PASSED
Respectfully submitted,							
Lisa Kay Hathaway City Clerk		Robert E. Mayor	Novitke		-		

### Josephine Modrack



From: Robert Flannery <rflannery09@comcast.net>
Sent: Wednesday, October 21, 2020 11:49 AM

**To:** Josephine Modrack **Subject:** Fwd: Generator letter

RECEIVED

OCT 21 2020

CITY OF GROSSE PTE. WOODS BUILDING DEPT

Sent from my iPad

Begin forwarded message:

From: Robert Flannery < RFLANNERY 09@COMCAST.NET>

**Date:** October 21, 2020 at 11:26:27 AM EDT **To:** Bob Flannery <rflannery09@comcast.net> **Cc:** Bob Flannery <rflannery09@comcast.net>

Subject: Generator letter

### Grosse Pointe Board

I (Robert Flannery) am requesting a variance to install a new Home Generator Unit on my property between my home and my neighbor's. The Generator will parallel my neighbor's Generator, which is located behind her home. My home has an addition plus a 20' x 24' patio which would make installation incredibly difficult and costly for me to install in the rear of my home.

I also bought one of the quietest Home Generators.

My neighbor has signed off for approval of Generator placement.

Best

Robert Flannery Sent from my iPad Confidential Administrative Assistant Building Department City of Grosse Pointe Woods 20025 Mack Avenue Grosse Pointe Woods, MI 48236 Phone (313) 343-2426 Ext. 230

RECEIVED

OCT 222020 CITY OF GROSSE PTE. WOODS BUILDING DEPT

4.46



### CITY OF GROSSE POINTE WOODS

20025 Mack Plaza Brive
Grossz Points Woods, Michigan 48236-2397
BUELDENG DEPARTMENT

Home Generator Unit Placement Approval

E Haren Quar h Strom residing et 855 Hidden Loune liereby approve my neighbor at to install a new Home Generator Unit on their

Karen Quarnstrom

Dete 10-21-20

GROSSE POINTE WOODS so I will not be attending. generator between our the placement



MICHGA

RECEIVED

OCT 31 2020

OCT 082020

GROSSE POINTE WOODS

CITY OF GROSSE PTE. WOODS BUILDING DEPT

### CITY OF GROSSE POINTE WOODS

20025 Mack Plaza Drive Grosse Pointe Woods, Michigan 48236-2397

**BUILDING DEPARTMENT** 



### **GENERATOR APPLICATION**

(Electrical & Mechanical Applications required by Licensed Contractors)

Application is hereby made, under the provisions of the Grosse Pointe Woods Generator Ordinance, Sections 8-460 thru 8-468 for the installation of a generator as follows:

	en
KOBERT FLANNERY	875 HIDDEN LN
PHONE: (3/3)-530-2065 e-M	AIL: Vflannery 09 @ Concastinet
BELOW ITEMS MUST BE SUBMITTI	ED WITH THIS APPLICATION:
1) ELECTRICAL Application:	Must be Licensed Contractor HOME OWNE
2) MECHANICAL Application:	Must be Licensed Contractor
	' from any property line. 'distance from any operable window/door (min 5')
<ul><li>4) GENERATOR/MODEL SPECS SHE</li><li>5) TRANSFER SWITCH WARNING</li></ul>	ET/S



OCT 0 8 2020

# CITY OF GROSSE POINTE WOODS CITY OF GROSSE PTE. WOODS 20025 Mack Plaza Drive BUILDING DEPT

Grosse Pointe Woods, Michigan 48236-2397
BUILDING DEPARTMENT
Phone 313.343.2426/Fax 313.343.5667

### **MECHANICAL PERMIT**

LOCATION:	OWNER	PHONE #
CONTRACTOR	PHONE #	CELL#
ADDRESS	email:	REG #
REMARKS Installation	on Generator	(valid thru duration of state license

DESCRIPTION	PRICE PER UNIT	NO. OF UNITS	TOTAL	DESCRIPTION	PRICE PER UNIT	NO. OF UNITS	TOTAL
BASE FEE		1	\$75				
				Chiller	80		
GAS/OIL BURNER				Evaporator Coils	25		
Up to 150,000 BTU	\$30			Cooling Towers	35		
Over 150,000 BTU			7 1				
(Per 10,000 BTU)	6			Compressor/Condenser			
Solid Fuel Equipment	30			15 hp to 50 hp	35		
Flue/Vent Damper	30			Over 50 hp	60		
Metal Chimney Liner	30						
Gas Piping Outlets	10	1	10	TANKS			
				Under 275 Gal.	10		4
VENTILATION/EXHAUST			4	276 to 500 Gal.	15		
SYSTEMS				501 to 2,000 Gal.	20		
Up to 1500 CFM	10			2001 to 10,000 Gal.	30		
1501 to 10,000 CFM	50			10,001 to 50,000 Gal.	50		
Over 10,000 CFM	75			Underground	7 - 7 9		
Heat Recovery Systems	50			Installation (add'l)	20		
				Removal of Tanks	25		
DUCTWORK							
1st 200 L.F.	30			Pre-Fab Fireplace	60		
Each additional 100 L.F.	10			w/gas piping	70		
-lumidifiers	20			Radiant Heat	30		
Air Cleaners	20						1
				Hot Water Heater	30		
Split System Under 5hp	25						
Split System 5 hp and Over	35						
Roof Top Split System Under 5 hp	30			/			
Roof Top Split System Over 5 hp	40			Special Inspection	25		
				Underground Inspect.	25	1	25
leat Pump Under 5 hp/Geo Thermal	20			Hourly Rate	30		
Heat Pump 6 hp-50 hp/Geo Thermal	35			Re-Inspection Fee	50		
C Under 5 hp	30					_	_
C 6 hp and up	40			TOTAL PERMIT			



OCT 0 8 2020

CITY OF GROSSE PTE. WOODS BUILDING DEPT



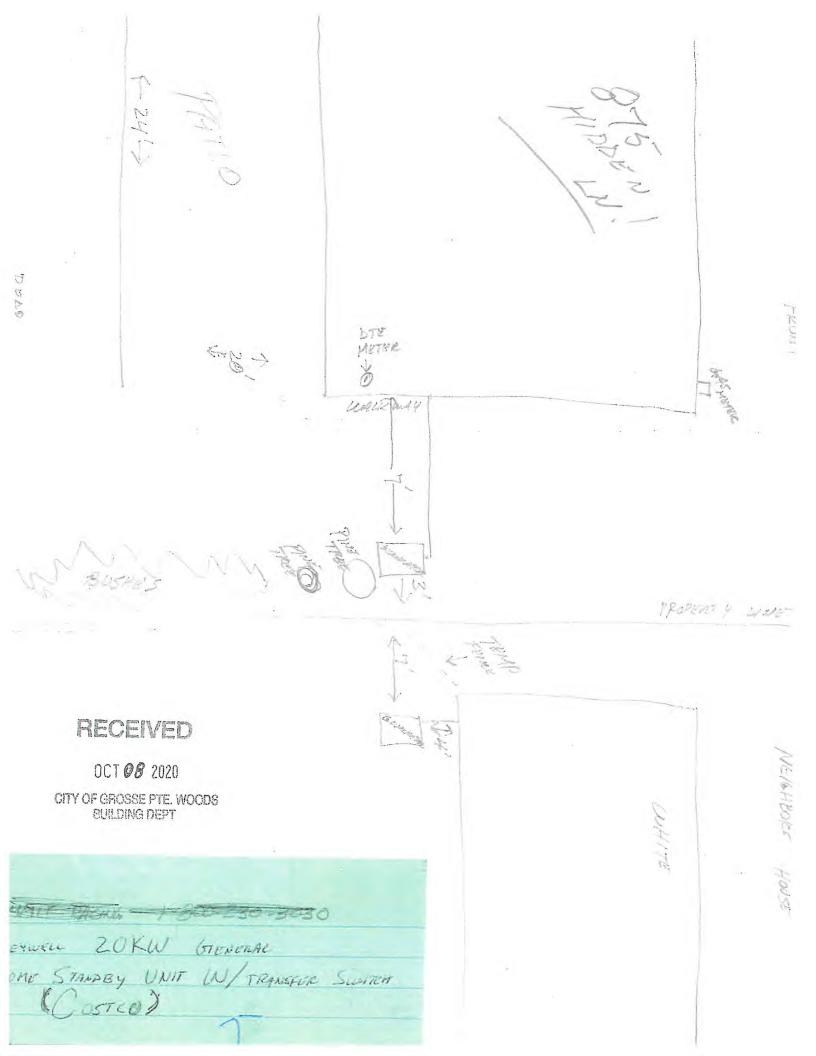
# CITY OF GROSSE POINTE WOODS 20025 Mack Plaza Drive Grosse Pointe Woods, Michigan 48236-2397 BUILDING DEPARTMENT

BUILDING DEPARTMENT
Phone 313.343.2426/Fax 313.343.5667

### **ELECTRICAL PERMIT**

GPW LOCATION:	OWNER	PHONE #	
CONTRACTOR	PHONE/FAX #	CELL #:	
ADDRESS	EMAIL		
REMARKS			

DESCRIPTION	PRICE PER UNIT	NO. OF UNITS	TOTAL	DESCRIPTION	PRICE PER UNIT	NO. OF UNITS	TOTAL
BASE FEE		1	\$75				
CIRCUITS  1 <sup>st</sup> Circuit  Each Additional Circuit  Rough Inspection	\$15 6 25	1		MOTORS  14 to 10 hp/ea  11 hp to 30 hp/ea.  31 hp to 50 hp/ea.	\$15 20 30		
FIXTURES 1 <sup>ST</sup> 25 Fixtures or Lamps	20			AIR CONDITIONING Interruptible	20		
Each additional 25	10			Residential	45		
				Comm. up to 5 ton	25		
SERVICES				Over 5 ton	45		
Up to 100 amps	25						
101 to 500 amps	30			FIRE ALARM SYSTEMS			
Over 500 amps	50			1st Heat or Smoke Det.	15		
Sub panels	25			Each Add. Detector	6		
Replace service entrance	15			1 <sup>st</sup> Device or Pull	15		
				Each Additional	6		
SIGN CIRCUITS							
1 <sup>ST</sup> Circuit-Connection	25			FEEDERS			
Each additional circuit (same sign)	5			Bus ducts, wireways			
			4 (1)	or conduits 1 <sup>st</sup> 100 ft.	20		
APPLIANCE WIRING				Each additional 100 ft	10		
Furnace Circuit	15						
Garbage Disposal, Range, Oven,	10			Underground Inspect.	35		
Water Heater, Dishwasher	10						
				Re-Inspection Fee	50		
SWIMMING POOLS							
Above, In-Ground or Hot Tub	30			Hourly Rate	40		
Fitle VII/Property Maintenance	50						
				TOTAL PERMIT			





### RECEIVED

OCT 0 8 2020

CITY OF GROSSE PTE. WOODS BUILDING DEPT

### CITY OF GROSSE POINTE WOODS

20025 Mack Plaza Drive Grosse Pointe Woods, Michigan 48236-2397 BUILDING DEPARTMENT Phone 313.343.2426

# Homeowner's Affidavit for Permit (Driver's License or State I.D. Required)

, hereby certify, under penalty of

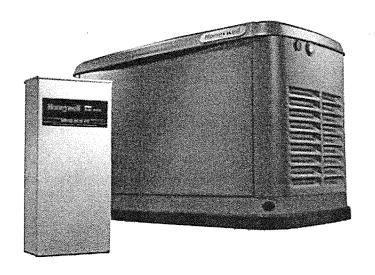
				, and/or will be
involved in the	installation, a	lteration or repair	of:	-
Check all applicab	ble:			
ELECTRIC	AL	X	PLUMBING	X
HEATING			BUILDING	
REFRIGERA	ATION		-	
comply with provi	isions of all ap has been ins	plicable codes and	ontemplated for such purpo shall not be enclosed, cov	ered up, or put into
			tors and assume the respo	
Department. I wi	spections.	ith the City Inspec		nsibility to arrange
Department. I wi for all necessary in Relative to the fo	spections.	ith the City Inspec	tors and assume the response	nsibility to arrange
Department. I wi for all necessary in Relative to the fo	nspections.	ith the City Inspec	tors and assume the respondence and resided by myse PHONE:	nsibility to arrange

NOTE: Michigan state code, Section 23a of the state construction code act of 1972, 1972 PA 230, MCL 125.1523A, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who are to perform work on a residential building or a residential structure. Violators of section 23a are subjected to civil fines.

## RECEIVED

OCT 1 9 2020

CITY OF GROSSE FIE. WOODS BUILDING DEPT





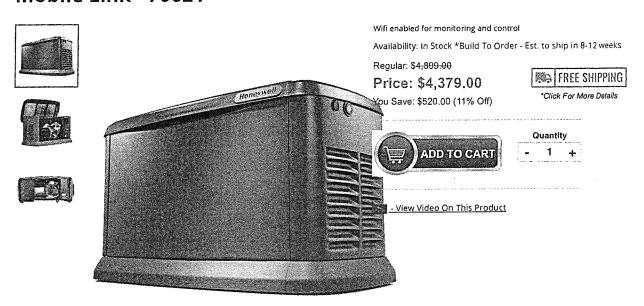
### Honeywell | Store

Q



HOME > PRODUCTS > BACKUP POWER > STANDBY GENERATORS

# Honeywell Wifi 20kW Air Cooled Home Standby Generator With Mobile Link - 70621



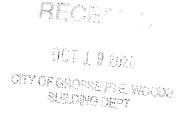


- Precision Power Technology delivers best-in-class power quality with less than 5 percent total harmonic distortion for clean, smooth operation of sensitive electronics and appliances
- Generac's G-Force Engine is a purpose-built, pressure-lubricated engine capable of handling the rigors of generator use, resulting in power that's more reliable
  and requires less routine maintenance than any competitive engine.
- WhisperCheckTM Self-Test Mode runs at a lower RPM for a five or twelve minute test, making generators significantly quieter than other brands while consuming less fine.
- Tough, Durable All-Aluminum Enclosures: Our RhinoCoat powder-coated finish helps make corrosion-resistant aluminum perfect for all weather conditions.
- Smart, User-Friendly Controls, Honeywell Generator's Sync Controller features a multilingual LCD display that allows users to monitor battery status and track
  maintenance intervals to ensure your generator is always in top operating condition.
- Mobile Link Remote Monitoring allows you to monitor the status of your generator from anywhere in the world using a smartphone, tablet, or PC. Easily access
  information, such as the current operating status and the generators maintenance schedule. Connect your account to your authorized service dealer for fast,
  friendly and convenient assistance. (Sold Separately).
- Transfer Switch Options Honeywell Sync Smart Transfer Switch: Utilizing digital power management, it allows for coverage of two air conditioners without
  additional components and up to whole house coverage.
- Honeywell Generators and engines are engineered and Built in the USA built in the USA using domestic and foreign parts
- · Premium 5 Year Limited Warranty

### Customers Also Bought







#### Related Products



Honeywell 20kW, 999cc Home Standby Generator Maintenance Kit (5665)



Honeywell RTSM300A3 Single Phase 300 Amp/240 Volt Sync Transfer Switch



Smart Management Module (SMM) 6874 for Honeywell Standby Generators



Honeywell HG03224, Liquid Cooled 32kW Home Standby Generator



Honeywell HG03824, Liquid Cooled 38kW Home Standby Generator



Honeywell HG04854C, 48kW Liquid Cooled Home Standby Generator



Honeywell HG04854, Liquid Cooled 48kW Home Standby Generator



Honeywell HG02224 Liquid Cooled 22kW Home Standby Generator



Honeywell HG02724 Liquid Cooled 27 kW Home Standby Generator (SCAQMD Compliant)



Honeywell HG06024 60kW Liquid Cooled Standby Generator

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leid 11/2/20

# CITY OF GROSSE POINTE WOODS BUILDING DEPARTMENT MEMORANDUM

TO: Mayor and City Council

FROM: Gene Tutag, Building Official

DATE: November 6, 2020

SUBJECT: Generator Variance, 875 Hidden Lane

An application to install a Honeywell 20kw Standby Generator in the side yard of 875 Hidden Lane has been denied.

A permit cannot be issued as the proposed generator location is in violation of Section 8-463 of the city code.

The code requires that permanent generators be placed behind the residence and 15 feet off any property line. The application shows the generator in the east side yard and 3 feet from the property line. The installation will otherwise comply with relevant codes.

The applicant is appealing the denial and is requesting a variance of Section 8-463 that would allow the generator to be placed in the side yard and 3 feet from the east property line as shown on the submitted plan. The applicant states in the attached correspondence that they cannot locate the generator in accordance with the code as a 20'x24' rear yard patio as well as an addition to the home would make an installation complying with the code cost prohibitive. Inspection revealed that the rear elevation of the home is comprised of numerous openable doors and windows, further limiting a suitable location within the code.

A letter from the applicant is attached explaining the circumstances that lead to the proposed generator location.

A letter from the affected property owner to the east at 855 Hidden Lane consenting to the proposed generator location is included in the application.

The area around the proposed generator is landscaped and will provide screening of the unit from the street.

According to Section 8-470, a variance may be granted by the City Council after considering the following:

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

It is recommended that the requested variance be approved to allow a Honeywell 20kw Standby Generator to be installed in the east side yard within 15 feet of the east property line at 875 Hidden Lane as shown on the attached drawing based upon the following facts:

- 1. Upon review of the property, locating the generator in the rear yard behind the residence in compliance with the code would be difficult due to the location of existing doors and windows on the residence. An existing 20'x24' rear yard patio as well as an addition to the home would make an installation complying with the code cost prohibitive.
- 2. The proposed location will have no adverse impact on surrounding residences as the proposed generator will be screened and not be visible from the street. The affected property owner to the east has submitted a letter indicating their consent of the generator placement in the side yard.
- 3. Conditioned upon the generator install be completed within 6 months.

### ATTACHMENTS:

Letter of Appeal from property owner Letter of consent from affected property owner Photos w/site plan & placement and unit info GPW Ordinance Sections #8-460 thru #8-470

APPROVED BY:

Bruce Smith

City Administrator

DATE



### AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 875 Hidden Ln. Robert Flannery

State of Michigan	)
	) ss
County of Wayne	)

I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 11/05/20 to the following property owners within a 3 foot radius of the above property in accordance with the provisions of the 2017 City Code of Grosse Pointe Woods. A Hearing fee of \$250.00 has been received with receipt # 405874.

Lisa Kay Hathaway, CMMC/MMC
City Clerk

See attached document for complete list.

### **City of Grosse Pointe Woods, Michigan**

NOTICE IS HEREBY GIVEN that in accordance with Chapter 8, Buildings and Building Regulations, Article XVI Emergency Electrical Generators Sections 8-460 thru 8-470 of the 2017 City Code of the City of Grosse Pointe Woods, the City Council will hold a public hearing remotely by Zoom on Monday, November 16, 2020, at 7:00 p.m. to hear the request of Robert Flannery, 875 Hidden Lane, Grosse Pointe Woods, MI, who is requesting to install a generator in the side-yard area of the property within 15' of the property line. Section 8-463 requires generators to be located at least 15' away from any property line. A variance is therefore required. The subject file is open for public review and is located on the City's website at <a href="https://www.gpwmi.us">www.gpwmi.us</a>. All interested parties are invited to attend.

Lisa Kay Hathaway, MiPMC-3/MMC City Clerk

#### 875 Hidden Ln. - 3' Radius

ownersname	ownersna_1	ownersname2	ownerstree	ownercity	ownerstate	ownerzipco	propertyst
BERG, JOHN - MORGAN, CHRISTIE		JOHN BERG AND CHRISTIE MORGAN	862 SUNNINGDALE DR	GROSSE POINTE WOODS	MI	48236	862 SUNNINGDALE DR
TROOST EDWARD P	TROOST JESSICA D	EDWARD AND JESSICA TROOST	880 SUNNINGDALE DR	GROSSE POINTE WOODS	MI	48236	880 SUNNINGDALE DR
QUARNSTROM KAREN A		KAREN QUARNSTROM	855 HIDDEN LN	GROSSE POINTE WOODS	MI	48236	855 HIDDEN LN
FLANNERY ROBERT L	FLANNERY JEANINE M	ROBERT AND JEANINE FLANNERY	875 HIDDEN LN	GROSSE POINTE WOODS	MI	48236	875 HIDDEN LN
SPORER MARY THERESA		MARY THERESA SPORER	889 HIDDEN LN	GROSSE POINTE WOODS	MI	48236	889 HIDDEN LN



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WAYNE COUNTY, MIT
COPYRIGHT 1999 - 2011,
ANDERSON, ECKSTEIN AND WESTRICK, INC.\*
TALL RIGHTS RESERVED



INFORMATION TECHNOLOGY DEPARTMENT Geographic Information Systems (GIS) Division

Subject: 875 Hidden Ln

Date: 11.05.20





September 23, 2020

City of Grosse Pointe Woods ATTN: City Council 20025 Mack Plaza Grosse Pointe Woods, MI 48236

RE: 2110 Hampton Rd., Grosse Pointe Woods, MI 48236

Dear Sirs:

My Wife and I, along with our two grade school children, have resided at the above address since October of 2011. We have recently decided to erect new fencing surrounding our backyard to replace the old dilapidated 6ft fencing that was there before we moved in. It is to our understanding we are responsible for each fence to the East and West of our property. The neighbor behind us is responsible for the fencing to the rear and has already started the process of installing his fence, as we were more than happy to sign off on his application for fencing. We have also spoken to our adjacent neighbor to the West, and he is completely on board with signing off on our respective application for fencing.

The problem we are having is getting our adjacent neighbor to the East (2104 Hampton Rd.) to cooperate with any of our requests to sign off on our application for fencing. For some reason, this neighbor will not speak to us nor even respond in writing with any concerns. She has been completely unneighborly since we have moved in. She often calls the City or Public Safety on us and many other residents in the neighborhood for no warranted reasons. We have also witnessed her using profanity towards our children over the short fence that sits between our respective properties. Naturally, that does not sit well with us as parents, and as residents who would just like to live in peace. Realizing that we cannot control our neighbor's unfriendliness, we may be able to control enduring it so easily by installing new 6ft fencing between our properties. A new fence will not only be more aesthetically pleasing, but also mutually beneficial for privacy.

We have attached a highlighted cite plan, an example of the proposed fence to be installed, and pictures of our property fence line for your reference. Thank you for your consideration, and in any event that you have any questions, please feel free to contact myself or my Wife at the numbers listed below.

Sincerely,

Efik & Audrey Stephens

2110 Hampton Rd.

Grosse Pointe Woods, MI 48236

248-250-0222 (Erik) 313-550-1623 (Audrey) erikvstephens@gmail.com

RECEIVED

SEP 2 3 2020



### CITY OF GROSSE POINTE WOODS

**Building Department** 20025 Mack Plaza Grosse Pointe Woods, MI 48236 313.343.2426 / building@gpwmi.us



Application For Fence (Zoning Compliance Permit) In Compliance With Article IX - Fences (Recent Ord Chg #879 eff 10/25/18)

ence Placement Address: 2110 H	tampton Rd. (East	side of property)
Owner's Name: Erik + Audry Stephens		
Owner's Phone #:	Owner's e-mail:	
Contractor: All Pointes Fencing 1		248.720.0333
ddress: 1458 Maryland St. Gf	P. MT 48230 e-mail:	eriku stephers@an
eight of Fence: 6 Feet	_ Length of Fence:	OX. 50 Ft
tyle of Fence: Shadowbox		
laterial of Fence: X Wood	Metal	Vinyl
	cen 2110 and 2104	Hampton Rd.
	Address	Hampton Rd.  Date
ocation of Fence Backyard, between		
Neighbor Signature	Address	Date

of all property lines is the responsibility of the owner or owner agent. 8-284 8-284 Office Use Only

10-18-18

Hampton Rd.

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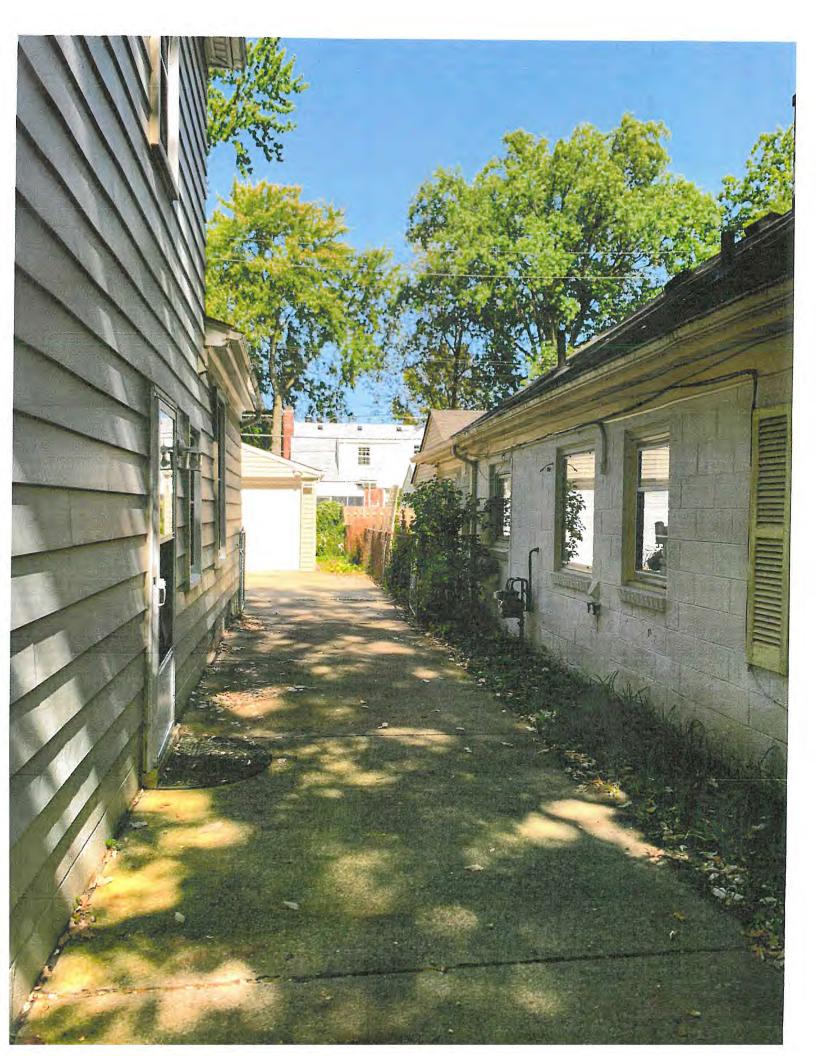
SEP 2 3 2020

CITY OF GROSSE PTE. WOODS BUILDING DEPT









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9/2/2020

SEP **0 2** 2020 CITY OF GROSSE PTE. WOODS BUILDING DEPT

Good Afternoon BJ,

We hope this letter finds you well.

This is your adjacent neighbors to the West (2110 Hampton Rd.), Erik and Audrey. We are starting the process of re-fencing our backyard on both sides, as Jim, the nice neighbor behind us, takes care of the rear fence. We are leaving with you this GPW Application for Fencing, in hopes that you will sign it and give it back to us to submit to the City of Grosse Pointe Woods. We are sure you will agree with us that a new fence between our properties will not only be mutually beneficial for privacy, but also more aesthetically pleasing. And since the rest of your property is now newly fenced, we are more than happy take care of the last piece of the puzzle. We appreciate your cooperation.

A copy of this letter and permit, whether signed or unsigned, will be given to the City of Grosse Pointe Woods as awareness of our intentions. Thank you.

Sincerely,

**Erik and Audrey Stephens** 

## CITY OF GROSSE POINTE WOODS BUILDING DEPARTMENT MEMORANDUM

DATE:

October 16, 2020

TO:

Mayor and City Council

FROM:

Gene Tutag, Building Official

SUBJECT:

2110 Hampton, Fence Variance

GT

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OCT 31 2020

CITY OF GROSSE POINTE WOODS

CLERK'S DEPARTMENT

The applicant is requesting a variance of Section 8-284(a) (2) of the city's fence ordinance which allows fences to be constructed to a height of 6 feet with the adjacent property owner's consent. The proposed fence is a 6 foot tall wooden shadowbox and approximately 50 feet long, complying with the code absent the consent of the adjoining property owner to the east.

The applicant's property is on the North side of Hampton and is an interior lot. The property appears to be well maintained. The adjoining property owners' at 2104 Hampton signatures are not on the application indicating their approval of this type of fence. This new fence will replace an existing chain link fence along the east property line as shown on the attached submittal.

This exception to the fence code requires a public hearing and approval from the City Council. The City Council may consider any or all of the following, along with other information when deciding a variance:

- (a) Balancing the relative hardships between the property owner and adjacent property owners.
- (b) Whether special circumstances or conditions exist.
- (c) Whether pedestrian or vehicle traffic will be affected.
- (d) The general health, safety and welfare of the neighborhood.

It is recommended that a variance of Section 8-284(a) (2) be granted to allow for the installation of the proposed fence without the adjoining property owners consent; as in this case there have been numerous calls for service and case reports involving the petitioner and his neighbor at 2104 Hampton. (Copies attached.) The less they see of each other the better the state of affairs. The proposed fence will also match the style of fence recently installed in the rear yard of 2104 Hampton.

- 1. The adjoining neighbors to the east at 2104 Hampton and the petitioner have been involved in numerous instances involving our Public Safety Dept.
- 2. According to the petitioner, the adjoining neighbor at 2104 Hampton has been approached by the petitioner in person and in writing as an attempt to get permission for the proposed fence without receiving any answer. (Copy attached)
- 3. The proposed fence will replace an existing older chain link fence.
- 4. The proposed fence may have a positive impact on the general health and safety of the neighborhood.
- 5. The proposed fence will not impact pedestrian or vehicle traffic.
- 6. Special circumstances between the neighbors exist.

APPROVED BY:

Bruce Smith

City Administrator

DATE: 10/29/2020

	formation			
003 02 0175	000	2110 HAMPTON RD	Subdivision:	
		GROSSE POINTE WOODS MI, 48236	Lot:	Block:
Name Infor	mation			
Owner:	POLLAF	RD AUDREY M	Phone:	(313) 550 1623
Occupant:			Phone:	
Filer:			Phone:	
Enforcemen	t Information			
Date Filed:	06/14/2016	Date Closed:	Stat	us: Complaint Reported
filed that not obse 6/14/16 allowed a correct. driveway 6/24/16 stated th peaceful	a day care was be rve numerous vehi spoke with residen and must be remov resident stated tha will be removed, p Received call from at neighbor to easi conversations with	eing operated out of home, resident was a cles on site or extra number of children of t concerning a fence gate that was install yed. Resident was very understanding of it he will contact my office on regular bas placed there due to landscaping rear yard resident who stated that he and his fathe thas given him a difficult time, swearing in ther but to no avail.	asked and he stated the n site.jp ed attached to neighnle the violation and state is for status of violatio.  No daycare being oper in law will try to corr	my office with time of correction. Note complaint was also at no day care is being operated out of home writer did cors fence. Informed resident that fence on fence is not d that he will correct the violation but needs time to ns. Note- no other violations at site, rocks piled along perated out of home.  ect violation within the next week. Note resident also placing cat feces on his front porch. He has tried to have
Last Action Da	rte:	Last Inspection:		
Last Action:	ite: e Inspection   John			
Last Action:			Result:	
Last Action:	e Inspection   John		Result: Completed:	
Last Action:  fence on fence Status: Scheduled:	e Inspection   Johr Scheduled	ı Prieur		
fence on fence Status: Scheduled: fence on fence	e Inspection   Johr Scheduled 06/30/2016	ı Prieur		
Last Action:  fence on fence Status: Scheduled:	e Inspection   John Scheduled 06/30/2016 e Inspection   John	ı Prieur	Completed:	
fence on fence Status: Scheduled: fence on fence Status:	e Inspection   John Scheduled 06/30/2016 e Inspection   John Scheduled	ı Prieur	Completed:  Result:	
fence on fence Status: Scheduled: fence on fence Status:	e Inspection   John Scheduled 06/30/2016 e Inspection   John Scheduled	ı Prieur	Completed:  Result:	

-

POLLARD A	JDREY M	
ect Number:	JF070007	Description:
Filed As:	Fence	Shadowbox Fence Application 6' high returned to Mr. Loch - as he must
roject Type:	Fence	have neighbor's signature (BJ Decker? - {NOTE:she goes to First English Lutheran, and is planning the huge estate sale in the parking lot this
Status:	Not Started	summer} - according to Mr. Loch, she has been quite a nasty neighbor!) 4-25-07 Mrs. Loch met w/GT & JP to discuss fence -reapplied with photos
Basic Usage:	N/A 🔻	and other documents. To City Council on 5-21-07-DENIED.
ste Created:	04/10/2007	Quick Entry
: Completed:	05/21/2007	Last Inspection:
:ction Hours: 4ain Project:	0.00 Last homeowner	Total Project Value: \$0.00

2110 HAMPTON RD

Parcel Number: 003 02 0175 000

# **Project Inspection History**

Fence Pe	rmit   JF07	0007				
<b>Property Inf</b>	ormation					
003 02 0175 000		2110 HAMPTON RD		Subdivision:		
		CityStateZip		Lot:	Block:	
Name Inform	nation					
Owner:	LOCH	, SANDRA		Phone:		
Occupant:				Phone:		
Applicant:				Phone:		
Architect:				Phone:	_	
Project Infor	mation					
Date Started:	04/10/2007	Date Finished	05/21/2007	Status:	2 Item(s) Pending	
Description:						
Fence						
<u></u>						
			<u> </u>			

# GROSSE POINTE WOODS PS

20025 MACK PLAZA DR GROSSE POINTE WOODS MI 48236 313 343-2410



	Report					
	ative Details:					
CR No	Subject					
160004746						
Report Date/Time	Occurrence Date/Time					
06/06/2016 15:05 Location	06/06/2016 15:05 Call Source					
2110 HAMPTON RD Dispatched Offense	TELEPHONE Verified Offense					
5372 HARASSMENT CALL	L3568 Neighbor Complaint - GW					
County	City/Twp/Village					
82 - Wayne	69 - Grosse Pt. Woods					
Division						
Patrol						
Action R	equested:					
[ ] Arrest warrant	[ ] Review only					
[ ] Search warrant	[ ] Forfeiture					
[ ] Juvenile petition	[ ] Other					
Peo	ple:					
(O-OTHER) (C-COMPLAINANT) [G	WARTHURJ (00946)]					
E: W.Type: Last Name First Name	Middle Name Suffix Mr/Mrs/Ms					
OOB (Age) Sex Race Ethnicity Birth	City & State Birth Country Country of Citizenship					
treet Address Apt # County	Country Home Phone Work Phone					
110 hampton none						
ity State Zip	Cell Phone Email					
rosse pointe woods mi 48236						

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CHES Nemerative By CAVARAGEDIRA (ODSKI)

# SUMMARY OF OFFENSE

Complainant came into the station to file a incident the occurred yesterday regarding his neighbor.

CR	No: 160004746	

# INTERVIEW 2110 Hampton ( .) Mr. says that he has experienced ongoing issues with his neighbor a who resides at 2104 Hampton. He states that we have been out there on other incidents in the past. found a pile of cat poop on his porch and in his bird bath located in the back yard near his neighbors fence line. He said that he also owns a cat and that there are several other cats who roam the neighborhood but feels that this was intentional due to their history. says he wants to try and keep it peaceful and just wanted the latest incident documented. said that he never saw her in his yard but has a strong feeling that it was her. I advised him to contact us it further events happen.

# **GROSSE POINTE WOODS PS**

20025 MACK PLAZA DR GROSSE POINTE WOODS MI 48236 313 343-2410



Case Report						
Administrative Details:						
CR No	Subject					
160003653	C3312 - Neighborhood Trouble					
Report Date/Time	Occurrence Date/Time					
05/02/2016 10:28	05/02/2016 10:28					
Location	Call Source					
2104 HAMPTON RD	TELEPHONE					
Dispatched Offense	Verified Offense					
C3312 NEIGHBOR TROUB	C3312 Neighborhood Trouble					
County	City/Twp/Village					
82 - Wayne	69 - Grosse Pt. Woods					
Division						
Patrol						
	Action Requested:					
[ ] Arrest warrant	[ ] Review only					
[ ] Search warrant	[ ] Forfeiture					
[ ] Juvenile petition	[ ] Other	į.				

		Offenses:					
C3312 - Neighborhood Trouble [GV	VCRICKB (023	43)]					
IBR Code / IBR Group	Offense File Class			***************************************			
/ Crime Against	Location Type			Offense Comp	leted		
	20 - Residence	e/Home	1	Completed			
Domestic Violence	Hate/Bias		<u> </u>				
No Using	00 - None (No	Bias)		Cargo Theft			
A-Alcohol: No C-Computer Equipmen	t: No D-Drugs	/Narcotics: No		ourgo mon			
		People:					
(O-OTHER) (X-MISCEI	LANEOUS) [	GWCRICKB (	02343)]				
PE: W.Type: Last Name	First Name		Middle Name			Suffix	Mr/Mrs/Ms
DOB (Age) Sex Race	Ethnicity	Birth City & State	Birth Country		Country of	f Citizenship	
Street Address A	Apt # County	Countr	у	Home Phone		Work Phone	)
City Stat  Grosse Pointe Woods MI	e Zip 48236	Cell Phone	· · · · · · · · · · · · · · · · · · ·	Email	***************************************	· · · · · · · · · · · · · · · · · · ·	
PE: W.Type: Last Name	R) (C-COMPLA First Name	AINANT) [GV	Middle Name	(02343)]	S	Suffix	Mr/Mrs/Ms
DOB (Age) Sex Race	Ethnicity	Birth City & State	Birth Country		Country of	Citizenship	
	pt # County	Country	y	Home Phone	<u> </u>	Work Phone	)
2110 Hampton State		10.11.01		Te			
Grosse Pointe Woods MI	Zip 48236	Cell Phone		Email			
					<u></u>	*****	
	N	arrative:			**************************************		
CR No: 160003653-001 Written By:	GWCRICKB (0	)2343) Date	: 05/02/20	16 12:47 F	PM		
SUMMARY:							
Dispatched to the front to take a r	neiabbor trou	ble report.	The com	olainant.			~
	ited he is hav						
), Sta	ited fie is fia	virig trouble	WIGHTING	loigilboi	,		
INFORMATION:							
		for	the loot 1	vooro		00	mo in
advised of ongoing is	ssues with	TOF	the last 4	years.		· ca	me in
to the station to file a report.							
NTERVIEW							
stated on 4/30/16, at	approximate	elv 0930 hou	ırs, he wa	alked out	t of his	front do	or and
found cat feces and dirt on his fro			n not be				

suspect to be due to ongoing issues over the past 4 years. believes the cat feces were put on his porch sometime after midnight. stated ' has called the police on him numerous times over the years and believes it to be harassing. advised that he has not filed a police report in the past because he felt he could resolve the issues on his own. also stated that there is an issue with a over hanging tree coming from i property. The tree hangs over driveway but he has not contacted about it. inquired about the tree to see what his options were in trimming/removing the branches that come on to his property.

#### **EVIDENCE:**

has photographs on his cell phone of the cat feces on his porch, as well as pictures of the overhanging tree. He was advised to not delete the photos in case follow up is conducted.

#### ATTACHED DOCUMENTS:

None.

## (CIPS INFINE TAY ON COLUMN (INSUS)

01601 - 10:28:14 Primary Event: MAIN Opened: 16/05/02 10:28 01601 - 10:28:14 Incident Initiated By: GW/MARTELJ 01601 - 10:57:38 Route Closed: MAIN N 01601 - 10:57:38 Incident Closed: 16/05/02 10:57

See Case Report for details.

## GROSSE POINTE WOODS PS

20025 MACK PLAZA DR **GROSSE POINTE WOODS MI 48236** 313 343-2410



#### **Case Report** Administrative Details: CR No Subject 150008999 Report Date/Time Occurrence Date/Time 10/27/2015 16:43 10/27/2015 16:43 Location Call Source 2110 HAMPTON RD TELEPHONE Dispatched Offense Verified Offense 5399 NOISE COMPLAINT L3516 Misc. Complaint - GW County City/Twp/Village 82 - Wayne 69 - Grosse Pt. Woods Division Patrol Action Requested: [ ] Arrest warrant [] Review only [ ] Search warrant [] Forfeiture [ ] Juvenile petition []Other People: (O-OTHER) (I-PERSON INTERVIEW) [GWMITCHELLM (01349)] W.Type: Last Name First Name Middle Name Suffix Mr/Mrs/Ms DOB (Age) Birth City & State Birth Country Race Ethnicity Country of Citizenship Street Address Work Phone Apt# County Country Home Phone 2110 Hampton

Narrative:		

Email

#### (APS Dementive Eya Civivina and Inchience)

**Grosse Pointe Woods** 

State

MI

Zio

48236

Nearby resident called dispatch to report the resident at 2110 Hampton was revving car motors loudly in the driveway. Upon arrival, I met with the resident of 2110 Hampton. He was on the driveway with a friend, standing by his old Chevelle muscle car. It was not running. I did however hear multiple backpack leaf blowers going through the rear yard at 2015 Roslyn. The caller mistook the lawn services blowers running simultaenously for the neighbor's muscle

Cell Phone

# 

car. said he never had his car turned on this afternoon, or any other car he owns for that matter either. I advised dispatch and was clear.

-Pso Mitchell #28

Page 1 x 7 Custom On 16 to 1020 (2000 PA)

# **GROSSE POINTE WOODS PS**

20025 MACK PLAZA DR GROSSE POINTE WOODS MI 48236 313 343-2410



Case Report						
Administrative Details:						
CR No	Subject					
120008193						
Report Date/Time	Occurrence Date/Time					
09/16/2012 14:40	09/16/2012 14:40					
Location	Call Source					
2104 HAMPTON RD	TELEPHONE					
Dispatched Offense	Verified Offense					
C3324 SUSPICIOUS CIR	C3399 Miscellaneous All Other					
County	City/Twp/Village					
82 - Wayne	69 - Grosse Pt. Woods					
Division						
Patrol						
	Action Requested:					
[ ] Arrest warrant	[ ] Review only					
[ ] Search warrant	[ ] Forfeiture					
[ ] Juvenile petition	[ ] Other					

Created On 10/16/2020 12:36 PM Page 1 of 3

dit testellari Bitaratria ra	16 9 18 8 18 5 18 18												
					Offen	ses:							
C3399 - Miscell	laneous	All Othe	r [GWN	OTAS (01	126)]								
IBR Code / IBR Group			Offe	nse File Class									
Crime Against			Loca	tion Type				16	Offense	Comple	ted		
Ginio Against			i	- Residenc	e/Hom	e.			Comp	•			
Domestic Violence			Hate		0711011		<del> </del>	1.3	<u> </u>	10104			
<b>No</b> Using		· · · · · · · · · · · · · · · · · · ·	00	- None (No	Bias)			12	argo Th				
A-Alcohol: No (	Comp	uter Fauir	ment N	n D-Drugs	:/Narc	ntics: No	,		aigu ri	ien			
717 8001101. 110	J Comp	ator Equip	omone, re	J D Diuge	<i>#</i> 110101	J400, 140				<del></del>			
					Peop	le:							
,		(0-0	OTHER)	(X-MISCEI	LANE	EOUS)	[GWN	OTA	S (01	126)]			
PE: W.Type: Last	t Name		Fi	rst Name	****		Middle	Name				Suffix	Mr/Mrs/Ms
Aliases				Driver License#				DL Sta	te	DL Co	untry	Personal ID#	
DOB (Age)	Sex	Race	Et	hnicity	Birth C	ity & State	Birth Co	ountry			Country	of Citizenship	
Eye Color	H	air Color		Hair Style	·····		Hair L	ength.		•	Fa	icial Hair	•
Complexion	Build		Teeth		Height		We	eight	Attire	1			
Street Address			Apt #	County		Countr	•	F	lome Pl	hone		Work Phor	ne
2110 HAMPTON City	RD	r	State	Zip	VE	USA Cell Phone			Email				····
GROSSE POINT	E WOO	DS	МІ	48236-	1328								
55 1945 1	<del>.</del>	(0		) (X-MISCE	ELLAN	IEOUS)	[GW]		AS (0	1126	)]	Suffix	Mr/Mrs/Ms
PE: W.Type: Last	Name		) Fir:	st Name			wildale	vanne				Journa	INITIALI STAIS
Niases				river License#			ι	DL Stat	e	DL Cou	intry	Personal ID#	<u> </u>
		-1	· ·	:	To: ut o		0:45 0	l		اً ا		of Citizenship	
OOB (Age)	Sex	Race	Eu	inicity	Birth Ci	ty & State	Birth Co	ингу			Journal y	or Chizenship	
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* -	N	O-OTHE	R) (C-CC	MPLAINA	NT)	[GWNO	TAS ((	1126	5)]				
E: W.Type: Last N		(0-011)2		t Name	,		Middle N		71			Suffix	Mr/Mrs/Ms
liases			Di	river License#			10	OL State		DL Cou	ntry	Personal ID#	
OB (Age)	Sex	Race	Ethi	nicity	Birth Cit	y & State	Birth Cou	untry		C	ountry o	of Citizenship	
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omplexion	Build	and account	Teeth		leight		Weig	ght	Attire				
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Street Address	Apt #	County	Country	Home Phone	Work Phone
2104 HAMPTON RD		WAYNE	USA		
City	State	Zip	Cell Phone	Email	
GROSSE POINTE WOODS	МІ	48236-1328			

Narrative:
CIFS Nemerive Bye CIMNOTIAS (161926)
00316 - 14:40:05 STRANGER IN NEIGHBORS YARD CUTTING HER BUSHES
01126 - 15:06:52 SEE CFS# ON FILE.
UPON ARRIVAL MYSELF AND PSO AGNETTI (SCT 5-7) TALKED TO ABOUT
THE SUSPICIOUS INCIDENT. REPORTED AN UNKNOWN MALE (
) WAS TRIMMING BUSHES THAT SHE OWNED DANGLING OVER HER
NEIGHBORS DRIVEWAY. THE DRIVEWAY BELONGS TO ). 1
REPORTED THAT SHE APPROACHED TO INQUIRE WHY HE WAS
TRIMMING HER BUSHES. THEN COMPLAINED ABOUT OTHER OLD ISSUES. I
ADVISED : THAT I WOULD SPEAK TO ABOUT THE BUSHES.
JPON SPEAKING TO & IDENTIFYING : IT WAS LEARNED THAT
THE BUSHES ARE ON PROPERTY LINES AND THE BRANCHES WERE
HANGING OVER THE DRIVEWAY NOT OWNED BY & OWNED BY
FURTHER ADVISED THAT HIS DAUGHTER OWNES THE HOUSE
AND HE HELPS TO MAINTAIN THE PROPERTY. BOTH AND
AGREED THAT THE THERE HAVE BEEN PROBLEMS OVER THE LAST YEAR SINCE BEING
IEW NEIGHBORS. I ADVISED ALL PARTIES TO PUT ANY DIFFERENCES ASIDE, LEAVE NOTHER ALONE IF THEY COULD NOT BE FRIENDLY TO ANOTHER. UNLESS THEY
VANTED COURT INTERVENTION WITH COURT MANDATED INTERVENTION.
VOULDN'T LISTEN AND BOTH UNDERSTOOD. I ADVISED THAT I
IDN'T HAVE A CAMERA THAT DOCUMENTED HER BUSHES BEFORE THEY WERE
RIMMED.
KIMINIED.
SO S NOTA # 20
30 3 NO1A π 20

### GROSSE POINTE WOODS PS

20025 MACK PLAZA DR **GROSSE POINTE WOODS MI 48236** 313 343-2410



#### Case Report **Administrative Details:** CR No Subject 120004180 Report Date/Time Occurrence Date/Time 05/16/2012 16:01 05/16/2012 16:01 Location Call Source 2110 HAMPTON RD **TELEPHONE** Dispatched Offense Verified Offense L3546 NO PARKING C3728 Traffic Complaint / Parking Complaint County City/Twp/Village 82 - Wayne 69 - Grosse Pt. Woods Division Patrol **Action Requested:** [ ] Arrest warrant [] Review only [ ] Search warrant [] Forfeiture [ ] Juvenile petition []Other People: (O-OTHER) (R-REPORTED BY) [GWAGNETTIM (01525)] First Name Middle Name W.Type: Last Name Suffix Mr/Mrs/Ms DOB (Age) Ethnicity Birth City & State Birth Country Country of Citizenship Sex Race -Street Address County Work Phone Home Phone Apt# Country 2110 Hampton Rd.

N	-	~~	• •	11	~	٠

Cell Phone

Email

#### (0)35 Venetive Eye ElWachter in (19674)

**Grosse Pointe Woods** 

State

MI

Zip

48236

I received a radio run to 2110 Hampton Rd. regarding a fire lane parking complaint. Upon arrival, the roadway was clear, and I didn't observe any illegally parked vehicles.

I met I (2110 Hampton Rd.). She observed an unknown green, older model compact style, vehicle parked infront of her home, across from 2111 Hampton Rd. She believes that the

# 

resident at 2111 Hampton Rd. is under hospice care, and the staff that cares for that resident don't know where to park. The fire hydrant is in front of 2111 Hampton Rd. couldn't provide a license plate.

I advised

to notify the Police Dept. the next time she observes a parking violation. I

then cleared.

GROSSE POI	NTE WOODS PS
	CK PLAZA DR
	E WOODS MI 48236 343-2400
	Report
	ative Details:
CR No	Subject
110003069	Constant
Report Date/Time	Occurrence Date/Time
04/04/2011 11:54	
Location	Call Source
2110 Hampton Rd	Telephone
Dispatched Offense	Verified Offense
L3517 Hazardous Conditions - GW	L5057 Gas Leak - Natural - GW
OIC	OIC Contact Number
Galat, Walter (GWGALATW-01418)	
County	City/Twp/Village
82 - Wayne	69 - Grosse Pt. Woods
Division	
Patrol	
Action Re	equested:
[ ] Arrest warrant	[ ] Review only
[ ] Search warrant	[ ] Forfeiture
] Juvenile petition	[ ] Other
Narra	ative:
ofs Namedive By: GWGALATW (OMB)	
L5140 HAZARDOUS COND	
	1
	1
) 1752 - 11:56:09 NEIGHBOR IN STATION REPO	ORTS GAS ODOR TO OUR BLD DEPT.
	51(10 0/10 0B01(10 001(122 22
01752 - 11:56:17 HOME IS VACANT	1
01418 - 12:04:16 NO SMELL	



#### **GROSSE POINTE WOODS PS** 20025 MACK PLAZA DR **GROSSE POINTE WOODS MI 48236** 313 343-2400 Case Report **Administrative Details:** CR No Subject C3312 Neighborhood Trouble Occurrence Date/Time 090010714 Report Date/Time 09/09/2009 17:00 09/09/2009 17:00 Location Call Source 2104 Hampton Rd Telephone Dispatched Offense Verified Offense C3312 Neighborhood Trouble OIC Contact Number C3312 Neighborhood Trouble Gardzella, David (GWGARDZELLAD-00608) City/Twp/Village County 82 - Wayne 69 - Grosse Pt. Woods Division Patrol **Action Requested:** [ ] Arrest warrant [] Review only [ ] Search warrant [] Forfeiture [] Other [ ] Juvenile petition

P 453 . .

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						Offe	nses:					
C3312 - Neighbort	nood T	rouble										
IBR Code / IBR Group			T	Offense	File Class							
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Crime Against			- 1	Locatio	•			1	Offense Con			
5				<b>20 - F</b> Hate/Bi	Residenc	e/Ho	me		Complete	ed		
Domestic Violence			- 1			Dian						
No Using			!	<u>00 - r</u>	None (No	bias	<u> </u>		Cargo Theft			
A-Alcohol: No C-C	omput	er Equip	ment	: No	D-Drugs	/Nar	cotics: No	,				
Entry												
N - No Force Used												
			······································									
						Peo	ple:					
	(S-SU	SPECT)										
ast Name	<del></del>	First Na	ıme				Middle Name	)		Suffix	١	Ar/Mrs/Ms
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OOB (Age)	Sex	Race		Ethni	icity	Birth	City & State	Birth Country		Country	of Citizensi	nip
Street Address	<u> </u>		A	pt#	County		Count	l ry	Home Phone	<del>, L</del>	Work P	hone
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Grosse Pointe Wood	is		MI		48236							
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118 HAMPTON RD									<b>.</b>			
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CR No: 090010714	

Grosse Pointe Woods	мі	48236								
Phone/Email										
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Туг	e .	Description	
		•	

Narrative:

# CR No: 090010714-001

Written By: GWGARDZELLAD (00608) Date: 09/09/2009 06:24 PM

#### SUMMARY OF EVENTS

and. 1 have participated in a long standing neighbor dispute over the care of the property along their adjoining border. On this date, while was watering her lawn near i driveway, he exited his home and the two had words. A statement was taken from both parties.

#### STATEMENT

told me that she was watering her lawn near driveway when he exited his front stated that he got within two or three feet from her door and began screaming at her. and said, "You ugly bitch. Don't come on my property.", and "I'm going to run you out of here." and "I'll lay you out.". told me that she only averted her eyes and walked away.

#### STATEMENT

told me that he did exit his home when he saw and warned her not go come on his property. He told me that said, "why don't you just die.". He admitted that he responded, "why don't you spin on this.", and extended his middle finger. also told me that squirted him with the hose.

denied squirting I with the hose but stated that the spray pattern was wide and he actually walked into it. denied making any comments to

identified! as a possible witness as he was cutting his lawn at the time. I contacted him but was told that he witnessed nothing.

#### **ACTION TAKEN**

I provided both parties with witness statements and asked them to complete them. returned with only personal information completed. He told me that he completed hers. didn't realize that he was to complete the narrative. He declined to complete that portion of the statement. I advised all parties that a report would be made and forwarded through channels.

#### EXTERNAL DOC'S

CR No: 090010714		
statement		
statement		
CR No: 090010714-002 V	Written By: GWMITCHELLM (01349)	Date: 09/14/2009 08:37 AM
14 SEP 09		
Late last week I spoke v	with and this mornir	ng I spoke to . I discussed
minimum and to keep of	off each other's property. Both stat first, if they are having a problem	e contact with each other to a civil bare ted it has been ongoing for years. In the before they call for a report. Both
CASE CLOSED		
(elik likendere bye elimindice	<b>海前東ゴル(6</b> 48年 <b>6</b> )	
- C3312 NEIGHBOR TR	ROUB	
00608 - 17:38:34 ON GC	OING NEIGHBOR COMPAINT. S	ee case report.

00608 - 17:38:34 DG.

#### GROSSE POINTE WOODS PS 20025 MACK PLAZA DR GROSSE POINTE WOODS MI 48236 313 343-2400 Case Report **Administrative Details:** CR No Subject 2399 - Larceny (Other) Occurrence Date/Time 090007890 Report Date/Time 07/06/2009 10:34 From: 07/06/2009 08:00 To: 07/06/2009 10:00 Location Call Source 2110 HAMPTON RD Telephone Verified Offense Dispatched Offense 2399 Larceny (Other) 2399 Larceny (Other) OIC Contact Number Provost, Joseph (GWPROVOSTJ-01453) County City/Twp/Village 82 - Wayne 69 - Grosse Pt. Woods Division Investigations **Action Requested:** [ ] Arrest warrant [] Review only [ ] Search warrant [] Forfeiture [ ] Juvenile petition []Other

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2399 - Larceny (O	li (=) i											100	
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23H - All Other Lard	eny / /	<u> </u>			- LARC	ENY -	OTHER		Offices Co.	latad			
Crime Against Location Type PR 20 - Residence/Home									Offense Cor Complet	•			
PR Domestic Violence				late/Bias		e/nome	<u>e</u>		Complet	eu			
No													
Using					one (No				Cargo Theft				
A-Alcohol: No C-C	ompute	er Equipr	nent:	No	<u>D-Drugs</u>	/Narco	tics: No	)					
N - No Force Used													
11-1101010000000													·
						Peopl	e:						
SUSPECT, UNKNO	WN (	(S-SUSPI	ECT)										
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lanufacturer	u/DCII è	Model	INCL	_ieu/N	an isonic	Seri	ial No.			License No.		Color	

		 	T		
Craftsman				F	BLK - Black
Vehicle Year	Body Style	State	11	License Yea	ar
Description		Disposition	Ev	vidence Tag	]
craftsman 2200 PSI Po	ower Washer				
Recovered Date/Time	Location	Owner			
		[V7436344]		1	

Narrative:	
CR No: 090007890-001 Written By: GWPROVOSTJ (01453) Date: 07/06/2009 11:47 AM	
SUMMARY OF EVENTS:	
came to the station to report his power washer was stolen from his garage.	
INTERVIEW	
I stated sometime between the hours of 0800 and 1000 on this date (07-06-2009	₹),
unknown person(s) entered his garage and took his power washer. reports the	power
washer was not secured to anything. stated his garage door was opened by his	wife wher
she left for work at approximately 0800 hours. stated when he went into the gain	age at
approximately 1000 hours, the power washer was missing. Nothing else in the garage	appeared
missing or disturbed.	
SUSPECTS:	
Unknown Person(s)	
POWER WASHER INFORMATION:	
Craftsman 2200 PSI Power Washer with attached hose and wand. The Power Washer	is Black
and Grey in color and valued at \$259. Serial number was not available at the time of the	e report.
LEIN CHECK/ENTRY:	
ATTACHMENTS:	
None	
CR No: 090007890-002 Written By: GWMITCHELLM (01349) Date: 07/07/2009 10:48 AM	
07 JUL 09	

I called and spoke to victim He and I discussed the report he filed with the department. He did not have any additional information that would be useful to this case. He stated he had contacted his insurance company and was advised his deductible was \$500, making a claim impossible, since his washer cost new was only \$259. He stated he will be more aware of keeping his garage door closed when he is not outside.

I advised him due to the fact aht there are no eyewitnesses, evidence or suspects, the cae will have to be placed into the Inactive Case File, until new information becomes available that will allow this investigation to continue.

was advised to contact me if he discovers anything else missing or any damage not discovered earlier.

CASE INACTIVE

GIS (Blueling Syr Synalis (ATELLY) (BREED)

2399 LARCENY

01453 - 10:34:09 Original Location : GARAGE

01453 - 10:34:09 REPORTS POWER WASHER STOLEN OUT HIS GARAGE HIS MORNING

BETWEEN 8AM AND

01453 - 10:34:09 10AM

01453 - 10:34:09 Verification Bypassed INC- LGW090706007890 Addr-2110 HAMPTON

See Report for details.

JP

#### **GROSSE POINTE WOODS PS** 20025 MACK PLAZA DR GROSSE POINTE WOODS MI 48236 313 343-2400 Case Report **Administrative Details:** CR No Subject 080007330 C3312 Neighborhood Trouble Report Date/Time Occurrence Date/Time 07/01/2008 12:08 07/01/2008 12:15 Location Call Source 2110 Hampton Rd Dispatched Offense Telephone Verified Offense C3312 Neighborhood Trouble C3312 Neighborhood Trouble OIC Contact Number Chalut, Anthony (GWCHALUTA-01052) City/Twp/Village County 82 - Wayne Division 69 - Grosse Pt. Woods Investigations **Action Requested:** [ ] Arrest warrant [] Review only [] Forfeiture [ ] Search warrant [ ] Juvenile petition [] Other

###										
ı				Offe	nses:					
C3312 - Neighborhood Trouble										
IBR Code / IBR Group	0	ffense	File Class							
/ Crime Against Location Type Offense Completed										
- Sunst	esidenc	e/Ho	me		Complete	•				
Domestic Violence		ate/Bia		0/110	1110		Complete	<u> </u>		
No Using	0	<u>0 - N</u>	one (No	Bias	s)					
A-Alcohol: No C-Computer Equip	ment.	No	D.Druge	/Nor	raatios: Ne		Cargo Theft			
Entry	IIICIIL.	INU	D-Drugs	VINA	COUCS. 140	<i>.</i>				
N - No Force Used										
				Peo	nlo	W-M-11			<u></u>	
DD (C.OHODEOT)				Feo	hie.	***************************************				
RD (S-SUSPECT)  Last Name First Na	me				Middle Name	·····		Suffix		Mr/Mrs/Ms
1.10.11					imagic Hairi	,		Outin		
DOB (Age) Sex Race		Ethnic	ity	Birth	City & State	Birth Country		Country o	f Citizens	hip
Street Address	Apt	#	County	<u> </u>	Count	0′	Home Phone		Work F	Phone
2110 HAMPTON RD			Journy		1000111	• • • • • • • • • • • • • • • • • • • •	THORNE T HONE	•	1101111	1,0110
City	State		Zip		Cell Phone	÷	Email		<b></b>	
Grosse Pointe Woods	MI		48236							
			Ph	one/	Email					
Туре							Descrip	otion	<del></del>	
	· · · · · · · · · · · · · · · · · · ·					**************************************				
(V-VICTIM) rictim Type   Victim of										
- Individual C3312 - Ne	iahhar	hood	Trouble	خ						
E: W.Type: Last Name	F	irst Na	ime			Middle Name		15	Guffix	Mr/Mrs/Ms
				I					<b></b>	
OB (Age) Sex Race		Ethnicit	у	Birth (	City & State	Birth Country		Country of	Citizensi	nip
treet Address	Apl #		County	<u> </u>	Country	,	Home Phone	1	Work Pl	none
104 HAMPTON RD					_		·····			
· ·	State MI	- 1	Zip 48236		Cell Phone		Email			
Prosse Pointe Woods	IVII			no/i	 Email					
Туре				J			Descrip	tion		
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cun Injury										
			Na	arrat	ive:					
R No: 080007330-001 Written E	3y: GV	VCH.	ALUTA	(010	52) Da	te: 07/01/2	2008 01:12	2 PM		
UMMARY										
	!	ور س				lina and	nunnaut.	maint	vnc=	
eighbors are involved in an o	ngoin	ıg al	spute i	e: p	roperty	une and	ριορεπу	mainte	:nanc	e.

#### \_\_ ... STATEMENT

stated that this is a continuation of an ongoing problem re: the property line and property maintenance. stated that he and do not get along and the problem has not been resolved.

#### **STATEMENT**

tated that this is a continuation of an ongoing problem re: the property line and property maintenance. I the stated that she and the problem has not been resolved.

#### OFFICER'S ACTIONS

Writer could not provide a solution to the problem at hand that would satasfy both parties. There was no physical or threatening conduct by either party.

CR No: 080007330-002 Written By: GWPAZUCHOWSKIA (00271) Date: 07/03/2008 09:30 AM

I spoke to Gene Tutag who indicated that he will follow-up with the Comp.

#### ICHS Neumentive Eye GWW. Peralicition (ASIA) A (10) PATT

#### - C3312 NEIGHBOR TROUB

00283 - 12:08:33 CALLER RPTS A MALE ADULT SUBJ AT NEXT DOOR NEIGHBOR'S (IN REAR YARD)

00283 - 12:08:33 APPEARS DRUNK, SAME WAS YELLING AT HER WHILE SHE WAS WORKING IN HER YARD

00283 - 12:08:33 AND SAID HE'D "BEAT HER ASS."....POSSIBLY BOYFRIEND OF NEIGHBOR.

00283 - 12:08:34 Original Location : 2110 HAMPTON

00283 - 12:14:09 54 RPTS CANCEL X-CAR...NO ANSEWR AT 2110 HAMPTON.

00283 - 12:19:42 54 RPTS LOCATED & SPOKE W/COMPL.

#### **GROSSE POINTE WOODS PS** 20025 MACK PLAZA DR **GROSSE POINTE WOODS MI 48236** 313 343-2400 Case Report **Administrative Details:** CR No Subject 060004814 Report Date/Time Occurrence Date/Time 04/14/2006 18:20 Location Call Source 2110 Hampton Rd Telephone Verified Offense Dispatched Offense C3728 Traffic Complaint / Parking Complaint 7381 Nuisance Ord - Fail to Shovel Sidewalk OIC Contact Number Thompson, James (GWTHOMPSONJ-01629) City/Twp/Village 82 - Wayne 69 - Grosse Pt. Woods Division Patrol **Action Requested:** [ ] Arrest warrant [] Review only [ ] Search warrant [] Forfeiture [ ] Juvenile petition [] Other Narrative: (OF The industrial Exp. Christisto fill Store (1616) C3728 PARKING COMPLA made 2111 Hampton for early trash complaint. found approximately 5-6 bags of trash on curb. attempted to make contact with the homeowner without success.

GROSSE F	POINTE WOODS PS
	5 MACK PLAZA DR
	OINTE WOODS MI 48236 313 343-2400
	ase Report
Admin	istrative Details:
CR No	Subject
050009767	
Report Date/Time	Occurrence Date/Time
12/31/2005 08:50	
Location	Call Source
2110 Hampton Rd	Telephone
Dispatched Offense	Verified Offense
C3728 Traffic Complaint / Parking Complaint	C3728 Traffic Complaint / Parking Complaint
OIC	OIC Contact Number
Provost, Joseph (GWPROVOSTJ-01453)	
County	City/Twp/Village
82 - Wayne Division	69 - Grosse Pt. Woods
Investigations	
Actio	on Requested:
[ ] Arrest warrant	[ ] Review only
[ ] Search warrant	[ ] Forfeiture
[ ] Juvenile petition	[ ] Other
N	Narrative:
ets Unioning End CMPROVOSTA (Ingeri	
- C3728 PARKING COMPLA Responded to lo	ocation for a parking complaint, parking in Fire
•	rked in front of 2110 Hampton in the Fire Route. itation # 122498 issued with court
date of 2-1-06 @ 8:30 am. Rt front tire appear	red to be flat.

#### **GROSSE POINTE WOODS PS**

20025 MACK PLAZA DR GROSSE POINTE WOODS MI 48236 313 343-2410



#### **Case Report**

,	Administrative Details:	
CR No	Subject	***************************************
200005358		
Report Date/Time	Occurrence Date/Time	
08/25/2020 16:13	08/25/2020 16:13	
Location	Call Source	
2104 HAMPTON RD	PHONE	
Dispatched Offense	Verified Offense	
L3518 Strange Noise/Lights - GW	L3518 Strange Noise/Lights - GW	
County .	City/Twp/Village	
82 - Wayne	69 - Grosse Pt. Woods	
Division		
Patrol		
	Action Requested:	
[ ] Arrest warrant	[ ] Review only	
Search warrant	[ ] Forfeiture	
] Juvenile petition	[ ] Other	
	Narrativo	

CHES NETHERING END CHILLOUND CHEST

GWVERBRUGGENM - 16:13:59 - CALLER AT 2104 HAMPTON STATES NEIGHBOR AT 2110 HAMPTON IS WORKING ON VEHICLES IN THE BACKYARD MAKING NOISE AND MAKING IT HARD TO BREATH.

#### INFORMATION:

Upon arrival I spoke with the homeowner who requested to remain anonymous, the homeowner is concerned that her neighbor is working on vehicles in his driveway and garage at times very loud, and at times can smell of paint in the outside air. I did not hear or smell any odors at the time I was speaking with the homeowner. I did see an adult male working on a vehicle just outside his garage.

I advised the homeowner that I was not aware of any local ordinances regarding working on

vehicles at your own residence. I spoke with SGT. URBAN and confirmed there wasn't any ordinances known at this time.

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# GROSSE POINTE WOODS PS 20025 MACK PLAZA DR

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Report Date/Time									Occurrence Date/Time								
01/03/2020 16:12									01/03/2020 16:12   Call Source								
20025 MACK PLZ									FO								
Dispatched Offense									Verified Offense								
	L3571 Ordinance Violation-Other									71 O	rdinance \	/iolation-O	ther				
1	82 - Wayne									City/Twp/Village 69 - Grosse Pt. Woods							
Divisio	on																
Rec	ords																
				····			Actio	on Re	que	ested	*						
[ ] Arrest warrant [ ]							[ ] Review only										
[]s	[ ] Search warrant								[ ] Forfeiture								
[ ] Juvenile petition									[ ] Other								
								Peop	ole:								
				O-OTH	ER) (	X-MIS	CELLA	NEO	US)	[GV	VCORMIE	RD (00303	3)]				
PE:	W.Type	E: Last Na	me			First Na	ime		Middle Name Suffix Mr/Mrs/N						Mr/Mrs/Ms		
DOB (A	\ge)		Sex	Race	Race Ethnicity			Birth (	th City & State Birth Co			ntry Country of Citizenship			р		
Street Address			-	Āpt	#	County	<u>.</u>		Countr	у	Home Phone	.L.,	Work Ph	one			
City				State Zip				Cell Phone			Email						
		***************************************			-1				<u>L</u>	*					<u></u>		
				" oTH	ER) ()	C-MIS	CELLA	NEOL	JS)	ſĠV	VVERBEK	ET (02491	)]				
PE: W.Type: Last Name   First Name   First Name							Middle Name Suffix Mr/Mrs/Ms						Mr/Mrs/Ms				
DOB (A	OOB (Age) Sex Race Ethnicity Birth				Birth C	ity &	ity & State Birth Country Country of Citizenship					,					
Street Address				Apt # County				Country			Home Phone	Work Phone					
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				THER				ous	) [(		ERBEKET	(02491)]					
E: W.Type: Last Name First Name									Middle Name			Suffix	Mr/Mrs/Ms				

Country of Citizenship DOB (Age) Race Ethnicity Birth City & State Birth Country Sex Work Phone Street Address Apt # County Country Home Phone Email City Cell Phone State Zip THER) (X-MISCELLANEOUS) [GWVERBEKET (02491)] Mr/Mrs/Ms Suffix W.Type: Last Name Middle Name First Name Ethnicity Birth City & State Birth Country Country of Citizenship Race DOB (Age) Sex County Country Home Phone Work Phone Street Address Apt # Email Zip Cell Phone City (-MISCELLANEOUS) [GWCORMIERD (00303)] Suffix Mr/Mrs/Ms Middle Name W.Type: Last Name Country of Citizenship Race Ethnicity Birth City & State | Birth Country DOB (Age) Sex Work Phone Apt# County Country Home Phone Street Address City Email Cell Phone Zip -OTHER) (X-MISCELLANEOUS) [GWCORMIERD (00303)] Suffix Mr/Mrs/Ms Middle Name First Name W.Type: Last Name Race Ethnicity Birth City & State | Birth Country Country of Citizenship DOB (Age) Sex /N Home Phone Work Phone Street Address County Country Apt# Email Cell Phone City O-OTHER) (X-MISCELLANEOUS) [GWCORMIERD (00303)] Suffix Mr/Mrs/Ms Middle Name First Name W.Type: Last Name Country of Citizenship Birth City & State Birth Country Ethnicity Race DOB (Age) Sex Home Phone Work Phone County Country Street Address Apt# Cell Phone Email State Zip City OTHER) (X-MISCELLANEOUS) [GWCORMIERD (00303)] Suffix Mr/Mrs/Ms Middle Name First Name W.Type: Last Name Birth City & State Birth Country Country of Citizenship Ethnicity Race DOB (Age) Sex Work Phone Apt # County Country Home Phone Street Address Email Cell Phone State Zip

CR No: 200000066

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DOB (A	ge)		Sex	Race		Ethnici	ity	Birth	n City	& State	Birth Country	y	Country of	I of Citizenship	
Street A	ddress		<u> </u>	-	ĮŽ	Apt#	County			Countr	<u>]</u> ry	Home Phone	<u> </u>	Work Pho	ne
	Hampto	on													
City	- Doint	- M/00/	٦,		State		Zip 48236		Ce	Il Phone	•	Email			
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				(X-MIS	CELL	ANEO	US) [C	3WVI	ERB	EKET	r (02491)]				
PE:	W.Туре:	Last Nam	e			First Na	ame				Middle Name			Suffix	Mr/Mrs/Ms
DOB (Ag	je)		Sex	Race		Ethnicit	ıy	Birth	City 8	State	Birth Country		Country o	f Citizenship	<u>.                                    </u>
Street Ac	dress				Ai	pt#	County			Country	y	Home Phone	<u> </u>	Work Phon	le
City	······				State	<b>a</b> 2	Zip		Cel	l Phone		Email			
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CITATION #258596 ISSUED TC FOR FAILURE TO REPAIR FENCE AT

. - BY SEAN DITTY - COURT 2/19/2020 AT 8:30A.M.

CITATION #258597 ISSUED TO FOR FENCE ORDINANCE VIOLATION AT

- BY SEAN DITTY - COURT 2/19/2020 AT 8.30 A.M.

DC

of the new view of the continuency of the continuency

CITATION #258604 ISSUED TO FOR FAILURE TO REMOVE DEBRIS IN REAR

YARD OF - BY DAVID PODESZWIK - COURT 2/14/2020 AT 8:30 A.M.

DC

(NEW NEW FIVE BY SWIND RELAKED (DESEN)

CITATION #258598 ISSUED TO - FOR EXTERIOR BUILDING

MAINTENANCE/REQUIREMENTS ACCUMULATION OF WASTE AT

~ IISSUED

BY- SEAN DITTY COURT DATE- 02/26/2020@8:30AM

TV

CITATION # 258599 ISSUED TO : FOR CERTIFICATE OF OCCUPANCY

REQUIRED/INSPECTION CONFORMANCE WITH STANDARDS AT

ISSUED BY SEAN DITTY-COURT DATE 03/04/2020.

TV

(PPASI) TENERAWE Syz Systemian Pe

CITATION # 258605 ISSUED TO FOR ACCUMULATION OF WASTE (2ND

CITATION) AT :-ISSUED BY DAVID PODESZWIK-COURT 03/18/20@

8:30AM

TV

(BEET/EINENIVE EYA EN//CORNITERIO (10808)

CITATION #258826 WAS ISSUED TO FOR FAILURE TO OBTAIN A

CERTIFICATE OF OCCUPANCY WHEN WAS SOLD ON 08/12/2019 -

BY SEAN DITTY - COURT 3/18/2020 AT 8:30 A.M.

DC

#### **GROSSE POINTE WOODS PS**

20025 MACK PLAZA DR GROSSE POINTE WOODS MI 48236 313 343-2410

#### Case Report **Administrative Details:** CR No Subject 190007645 Report Date/Time Occurrence Date/Time 10/06/2019 15:53 10/06/2019 15:53 Call Source Location 2104 HAMPTON RD PHONE Dispatched Offense Verified Offense L3571 Ordinance Violation-Other L3571 Ordinance Violation-Other City/Twp/Village 82 - Wayne 69 - Grosse Pt. Woods Division **Patrol Action Requested:** [ ] Arrest warrant [] Review only [ ] Search warrant [] Forfeiture [ ] Juvenile petition [] Other People: , JOTHER) (I-PERSON INTERVIEW) [GWMUZIAM (01581)] Middle Name W.Type: Last Name Suffix Mr/Mrs/Ms PE: First Name DOB (Age) Birth City & State Birth Country Country of Citizenship Sex Race Ethnicity Work Phone Home Phone Street Address Apt # County Country 2104 Hampton Cell Phone Email State Zip MI 48236 **Grosse Pointe Woods**

			)-OTHER	) (C-COMPLAII	NANT) [GWMU	ZIAM (01581)]			
PE:	W.Type: Last Name			First Name		Middle Name	Suffix	Mr/Mrs/Ms	
DOB (Age)		Sex	Race	Ethnicity	Birth City & State	Birth Country	Country	of Citizensh	ip
Notes <b>Refus</b>	ed, no c	contact mad	le.						

•	
Į	Narrative:
l	
	GTS Nemetive Bys GWMUZIAM (INSIN)
1	

I was dispatched to the area of Hampton/Helen on a report from a refused neighbor that another neighbor was raking more than just leaves into the street.

Upon arrival the only house in the area with debris in the street for curbside pickup was 2104 Hampton. I made contact with the resident ( ) which stated she received an email that her leaf pickup was on the 7th which is Monday. Went on the city website and it also stated that pickup was Mondays for streets west of Mack. The calendar in dispatch says leaf pickup is Thurs for streets west of Mack. At this point in time we do not know which is correct, so there is no violation and debris was allowed to be kept in the street. As for the contents, upon inspection the majority was leaves and a very small amount of twigs that fell from the trees.

N	Р	F	. 1	CI	е	а	r	
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-Muzia #14

### **GROSSE POINTE WOODS PS**

20025 MACK PLAZA DR GROSSE POINTE WOODS MI 48236 313 343-2410



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							<u>C</u>	ase Re	port					
						-	Admir	nistrativ	e Deta	ils:				
CR No	)							Sul	Subject					
1700	09855							1						
Report	t Date/Time	)						Oc	urrence	Date/Time				
	0/2017	12:40						10	/30/20	17 12:40				
Location								1	Source					
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County					•			1 '	/Twp/Vill –	-	,			•
B2 - V	<u>Wayne</u>				······································			69	- Gros	sse Pt. W	oods			
Patro	)1													
							Actio	on Requ	ested	•				
[ ] Ar	rest wa	rrant						[ ]	Revie	ew only				
] Se	earch wa	arrant						[]	[ ] Forfeiture					
[ ] Ju	venile p	etition	i					[]	[ ] Other					
								People						
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E:	W.Type:					First Nam				Middle Nam	ne		Suffix	Mr/Mrs/Ms
OB (A	ge)	<u></u>	Sex	Race		Ethnicity		Birth City	& State	Birth Countr	у	Country	I of Citizenship	,
treet A	ddress		1	ـــــ	Apt	#	County		Countr	y	Home Phone	<u>.l.,</u>	Work Pho	ne
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imee	e Pointe	- Woo	de		М	145	3236							

	Narrative:								
CIFS Nemetive By: CIVIL	IMINERSTONT (DRADE)								
GWCZECHP - 12:40	:20 - DAMAGE TO	A GARDEN WALL							
Made location and ta	ilked to	stated some bricks from her front garden wall							
were out of place and	d had possibly beer	knocked over. There was no broken bricks or damage							
to any of them.	stated she did	not wish to file a report at this time. I suggested I place							
the home on special	attention and <sup>-</sup>	agreed that was the most appropriate action							

# 

for these circumstances.

I completed an information sheet and placed it in the book located in the briefing room.

T. Livingston 15

Page 2 of 2

Created On 10/13 2020 (2:25 PM)

## GROSSE POINTE WOODS PS

20025 MACK PLAZA DR GROSSE POINTE WOODS MI 48236 313 343-2410



	Case Report
	Administrative Details:
CR No	Subject
160003653	C3312 - Neighborhood Trouble
Report Date/Time	Occurrence Date/Time
05/02/2016 10:28	05/02/2016 10:28
Location	Call Source
2104 HAMPTON RD	TELEPHONE
Dispatched Offense	Venified Offense
C3312 NEIGHBOR TROUB	C3312 Neighborhood Trouble
County .	City/Twp/Village
82 - Wayne	69 - Grosse Pt. Woods
Division	
Patrol	
	Action Requested:
[ ] Arrest warrant	[ ] Review only
[ ] Search warrant	[ ] Forfeiture
[ ] Juvenile petition	[ ] Other

711 1 # 55 # 11 # 1 # 1 # 1 # 1 # 1 # 1 #							
	Ot	ffenses:					
C3312 - Neighborhood Trouble [G	WCRICKB (02343	3)]			<del>22011111111111111</del>		
IBR Code / IBR Group	Offense File Class			***************************************			
Colore Applicati	Lassian Trans		· · · · · · · · · · · · · · · · · · ·	Offeren Ceres			
Crime Against	Location Type	Homo		Offense Compl			
Domestic Violence	20 - Residence/l Hate/Bias	Tome		Completed	!		
No	00 - None (No B	ias)					
Using				Cargo Theft			
A-Alcohol: No C-Computer Equipmen	nt: No D-Drugs/N	larcotics: No			·····		
	P	eople:		······································			
OTHED) /V MICCE			1224211				
OTHER) (X-MISCE PE: W.Type: Last Name	First Name	WCRICKB (0	Middle Name		<u>I</u> :	Suffix	Mr/Mrs/Ms
The state of the s	. I i i i i i i i i i i i i i i i i i i		middio ridilio			oomin.	
DOB (Age)   Sex   Race	Ethnicity E	Birth City & State	Birth Country		Country of	Citizenship	L.,,
Street Address	Apt # County	Country	T	Home Phone		Work Phone	9
2104 Hampton							
City . Sta	1 '	Cell Phone		Email			•
Grosse Pointe Woods M	l  48236						
OCTU	ER) (C-COMPLAI	MANT) ICM	CRICKB	.U3343)1			
PE: W.Type: Last Name	First Name		Middle Name	02343)]	- (	Suffix	Mr/Mrs/Ms
		1			l		
DOB (Age) Sex Race	Ethnicity B	irth City & State	Birth Country		Country of	Citizenship	
Street Address	Apt # County	Country	Ţ.	fome Phone		Work Phone	!
2110 Hampton			i		<u> </u>	<u> </u>	
City  Grosse Pointe Woods  MI	1 '	Cell Phone		Email			
Grosse Forme Woods [Wi	140200			.l			
	Nar	rative:					
CR No: 160003653-001 Written By:	GWCRICKB (02	343) Date:	05/02/201	6 12:47 P	M		
SUMMARY:							
Dispatched to the front to take a	noighbar troub	lo roport T	he comp	lainant			
					•		
, st	ated he is havir	ng trouble v	with his r	eighbor,	·		
•							
INFORMATION:							
`advised of ongoing i	seuce with	for th	he last 1	VASTS		ra	me in
	SSUCS WITH	. 101 (1	16 1651 4	years.		Ca	1110 111
to the station to file a report.							
NTERVIEW							
	t approvimately	, በዐያስ ኤ	re howe	lkad out	of his	front do	or and
stated on 4/30/16, a							i
ound cat feces and dirt on his fro	ont porch.	car	not be	certain b	ut beli	eves the	•

suspect to be due to ongoing issues over the past 4 years. believes the cat feces were put on his porch sometime after midnight. has called stated the police on him numerous times over the years and believes it to be harassing. advised that he has not filed a police report in the past because he felt he could resolve the issues on his own. also stated that there is an issue with a over hanging tree coming from 3 property. The tree hangs over driveway but he has not contacted ...bout it. 🦚 inquired about the tree to see what his options were in trimming/removing the branches that come on to his property.

#### **EVIDENCE:**

has photographs on his cell phone of the cat feces on his porch, as well as pictures of the overhanging tree. He was advised to not delete the photos in case follow up is conducted.

#### **ATTACHED DOCUMENTS:**

None.

#### OF Vehiclive Eve Oworkskie (19848)

01601 - 10:28:14 Primary Event: MAIN Opened: 16/05/02 10:28 01601 - 10:28:14 Incident Initiated By: GW/MARTELJ 01601 - 10:57:38 Route Closed: MAIN N 01601 - 10:57:38 Incident Closed: 16/05/02 10:57

See Case Report for details.

## GROSSE POINTE WOODS PS

20025 MACK PLAZA DR GROSSE POINTE WOODS MI 48236 313 343-2410



	Case Report
	Administrative Details:
CR No	Subject
120008193	
Report Date/Time	Occurrence Date/Time
09/16/2012 14:40	09/16/2012 14:40
Location	Call Source
2104 HAMPTON RD	TELEPHONE
Dispatched Offense	Verified Offense
C3324 SUSPICIOUS CIR	C3399 Miscellaneous All Other
County	City/Twp/Village
82 - Wayne	69 - Grosse Pt. Woods
Division	
Patrol	
	Action Requested:
[ ] Arrest warrant	[ ] Review only
[ ] Search warrant	[ ] Forfeiture
[ ] Juvenile petition	[ ] Other

)(),   1		'
	Offenses:	
C3399 - Miscellaneous All Other	[GWNOTAS (01126)]	
IBR Code / IBR Group	Offense File Class	
Crime Against	Location Type	Offense Completed
	20 - Residence/Home	Completed
Domestic Violence	Hate/Bias	
No Using	00 - None (No Bias)	Cargo Theft
A-Alcohol: No C-Computer Equipme	ent: No D-Drugs/Narcotics: No	
	People:	
		NOTAS (01126)]
PE: W.Type: Last Name	First Name Middle	name Suffix Mr/Mrs/Ms
Aliases	Driver License#	DL State DL Country Personal ID#
DOB (Age) Sex Race	Ethnicity Birth City & State Birth C	Country of Citizenship
Eye Color Hair Color	Hair Style Hair	Length Facial Hair
Complexion Build Te	eeth Height W	/eight Attire
Street Address	Apt # County Country	Home Phone Work Phone
2110 HAMPTON RD	WAYNE USA	Email
GROSSE POINTE WOODS S	tate Zip Cell Phone <b>11 48236-1328</b>	CMail
0.0	THER) (X-MISCELLANEOUS) [GV	VNOTAS (01126)]
PE: W.Type: Last Name	First Name Middle	
Aliases	Driver License#	DL State DL Country Personal ID#
DOB (Age) Sex Race	Ethnicity Birth City & State Birth C	ountry of Citizenship
Eye Color Hair Color	Hair Style Hair	Length Facial Hair
Complexion Build Te	eth Height W	eight Attire
Street Address	Apt # County Country	Home Phone Work Phone
City St.	ate Zip Cell Phone	Email
	(C-COMPLAINANT) [GWNOTAS	
E: W.Type: Last Name	First Name Middle	Name Suffix Mr/Mrs/Ms
liases	Driver License#	DL State DL Country Personal ID#
OB (Age) Sex Race	Ethnicity Birth City & State Birth Co	Country of Citizenship
ye Color Hair Color	Hair Style Hair L	ength Facial Hair
omplexion Build Tee	eth Height We	ight Attire .

Streat Address	Apt #	County	Country	Home Phone	Work Phone	
2104 HAMPTON RD		WAYNE	USA	1		
City	State	Zip	Cell Phone	Email		$\neg$
GROSSE POINTE WOODS	MI	48236-1328	1			- 1

GROSSE POINTE WOODS	MI	48236-1328								
			•							
	Narrative:									
GFS Namedive By GWNOTIAS	(14426)					100				

00316 - 14:40:05 STRANGER IN NEIGHBORS YARD CUTTING HER BUSHES 01126 - 15:06:52 SEE CFS# ON FILE.

UPON ARRIVAL MYSELF AND PSO AGNETTI (SCT 5-7) TALKED TO **ABOUT** THE SUSPICIOUS INCIDENT. REPORTED AN UNKNOWN MALE ( ) WAS TRIMMING BUSHES THAT SHE OWNED DANGLING OVER HER NEIGHBORS DRIVEWAY. THE DRIVEWAY BELONGS TO REPORTED THAT SHE APPROACHED TO INQUIRE WHY HE WAS TRIMMING HER BUSHES. THEN COMPLAINED ABOUT OTHER OLD ISSUES. I ADVISED THAT I WOULD SPEAK TO ABOUT THE BUSHES. UPON SPEAKING TO & IDENTIFYING IT WAS LEARNED THAT THE BUSHES ARE ON 'ROPERTY LINES AND THE BRANCHES WERE HANGING OVER THE DRIVEWAY NOT OWNED BY & OWNED BY

FURTHER ADVISED THAT HIS DAUGHTER OWNES THE HOUSE AND HE HELPS TO MAINTAIN THE PROPERTY. BOTH AND AGREED THAT THE THERE HAVE BEEN PROBLEMS OVER THE LAST YEAR SINCE BEING NEW NEIGHBORS. I ADVISED ALL PARTIES TO PUT ANY DIFFERENCES ASIDE, LEAVE ANOTHER ALONE IF THEY COULD NOT BE FRIENDLY TO ANOTHER. UNLESS THEY WANTED COURT INTERVENTION WITH COURT MANDATED INTERVENTION. WOULDN'T LISTEN AND BOTH UNDERSTOOD. I ADVISED THAT I DIDN'T HAVE A CAMERA THAT DOCUMENTED HER BUSHES BEFORE THEY WERE TRIMMED.

PSO S NOTA #20

#### **GROSSE POINTE WOODS PS**

20025 MACK PLAZA DR GROSSE POINTE WOODS MI 48236 313 343-2410



#### Case Report **Administrative Details:** CR No Subject 120005333 Occurrence Date/Time Report Date/Time 06/21/2012 20:31 06/21/2012 20:31 Call Source 20025 MACK AVE **TELEPHONE** Dispatched Offense Verified Offense L3516 MISC COMPLAINT C3324 Suspicious Circumstances City/Twp/Village County 82 - Wayne 69 - Grosse Pt. Woods Division Patrol **Action Requested:** [] Review only [ ] Arrest warrant [ ] Search warrant [] Forfeiture [ ] Juvenile petition [] Other People: (O-OTHER) (X-MISCELLANEOUS) [GWWASZAKK (01226)] Middle Name Suffix Mr/Mrs/Ms PE: W.Type: Last Name First Name Country of Citizenship Birth Country Birth City & State DOB (Age) Sex Race Ethnicity Work Phone Home Phone County Street Address Apt # Country Cell Phone Email City State Zip Notes [GWWASZAKK (01226)] (O-OTHER) (R-REPORTED BY) W.Type: Last Name First Name Middle Name Suffix Mr/Mrs/Ms Country of Citizenship Birth City & State Birth Country DOB (Age) Sex Race Ethnicity County Country Home Phone Work Phone Street Address Apt# USA 2104 Hampton City Cell Phone Email State Zip **Grosse Pointe Woods** MI 48236

Narrative:	

### IOTES Identitive Elya CHANASTATAIX (INFEA)

While on patrol I was waived down by . who resides at 2104 Hampton. wanted police to be informed of a suspicious incident that occurred on 06/20/12 @ 1800 hours.

reports that when she arrived home (N/W corner of Hampton and Helen) she observed an older model, royal blue in color, small sedan, with partial Michigan plate of BUL parked on Helen at the driveway of . (N/E corner). The driver, described as a W/M/A, 30ish YOA, bald/shaven head, attempting to open the garage car door of When the described W/M/A saw arrive at home, he entered the described vehicle and drove away toward Harper Ave.

Also in the vehicle were two W/F/A, both appearing also to be 30ish YOA. One seated in the front passenger seat and another in the rear seat.

advised that the resident of may contact police. During the time of this information report, I attempted to contact resident of . with negative results.

Nothing further at this time.

Waszak

#### **GROSSE POINTE WOODS PS** 20025 MACK PLAZA DR GROSSE POINTE WOODS MI 48236 313 343-2400 Case Report **Administrative Details:** CR No Subject 090010714 C3312 Neighborhood Trouble Occurrence Date/Time Report Date/Time 09/09/2009 17:00 09/09/2009 17:00 Location Call Source 2104 Hampton Rd **Telephone** Dispatched Offense Verified Offense C3312 Neighborhood Trouble C3312 Neighborhood Trouble OIC Contact Number Gardzella, David (GWGARDZELLAD-00608) County City/Twp/Village 82 - Wayne Division 69 - Grosse Pt. Woods Patrol **Action Requested:** [ ] Arrest warrant [] Review only [ ] Search warrant [] Forfeiture [ ] Juvenile petition []Other

	#   III		····									
					(	Offer	nses:					
C3312 - Neighbort	lood	Trouble										
IBR Code / IBR Group				Offense	File Class							
<u>/</u>	w <del></del>			Laggia	Tues				Offense Com	plotod	······································	
Crime Against			1	Location		م/الم	ma		Complete			
Domestic Violence				Hate/Bia	Residence	2/1101	iie .		Complete	<u>u                                      </u>		
No			1	N - 00	lone (No	Bias	)					
Using									Cargo Theft			
A-Alcohol: No C-C	ompu	ter Equip	ment	: No	D-Drugs	/Nare	cotics: No	)	<u></u>			
Entry N - No Force Used												
N - NOT OICE OSCU												
						Peo	ple:					
	S-SI	JSPECT)										
ast Name	`	First Na	me				Middle Name			Suffix		Mr/Mrs/Ms
	<b>,</b>											-61-
OOB (Age)	Sex	Race		Ethni	city	Birth	City & State	Birth Country	<i>(</i>	Country	of Citizen	snip
itreet Address			IA	pt#	County	<u> </u>	Count	<u> </u> ry	Home Phone		Work	Phone
110 HAMPTON RE	)											
ity			State	3	Zip		Cell Phone	•	Email			
Brosse Pointe Wood	is		MI		48236		<u>.L</u>					
					Ph	one/	Email					
		Туре							Descri	ption		
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- Individual	- 1	33 <u>12 - N</u> e	iahh	orhoo	d Trouble	9						
E: W.Type: Last Nam		00 12 - 14C	/ISITIO	First N	lame	<u></u>		Middle Name			Suffix	Mr/Mrs/M
ŀ				1							<u> </u>	
OB (Age)	Sex	Race		Ethnic	ity	Birth (	City & State	Birth Country		Country	of Citizens	ship
reet Address	_		IAc	ot #	County	J	Country	<u> </u>	Home Phone		Work F	Phone
104 HAMPTON RD	ı		'									
у			State		Zip		Cell Phone		Email			
rosse Pointe Wood	<u>s</u>		MI		48236							
					Pho	one/l	Email					
		Туре							Descri	otion		
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ctim Injury							*********					
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		HTC _,	ER) (		SON IN	TER\		Middle Na			Suffix	Mr/Mrs/M
: W.Type: Last Name	,			First N	ame			Middle Name			Junix	IVII/IVII S/ IVI
B (Age)	 Sex	Race		Ethnici	tv [	Birth C	City & State	Birth Country		Country	of Citizens	hip
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eet Address		<u> </u>	Ap	ŧ#	County		Country	′	Home Phone		Work P	hone
		····							1=			···
у			State		Zip		Cell Phone		Email			

Grosse Pointe Woods	МІ	48236		
		Phone/E	mail	
Ту	pe		Description	
		i		

# Narrative:

Date: 09/09/2009 06:24 PM

Written By: GWGARDZELLAD (00608)

#### SUMMARY OF EVENTS

CR No: 090010714-001

and have participated in a long standing neighbor dispute over the care of the property along their adjoining border. On this date, while two was watering her lawn near driveway, he exited his home and the two had words. A statement was taken from both parties.

#### .\_. STATEMENT

told me that she was watering her lawn near driveway when he exited his front door and began screaming at her. stated that he got within two or three feet from her and said, "You ugly bitch. Don't come on my property.", and "I'm going to run you out of here." and "I'll lay you out." told me that she only averted her eyes and walked away.

#### **STATEMENT**

told me that he did exit his home when he saw and warned her not go come on his property. He told me that said, "why don't you just die.". He admitted that he responded, "why don't you spin on this.", and extended his middle finger. also told me that squirted him with the hose.

denied squirting I with the hose but stated that the spray pattern was wide and he actually walked into it.

denied making any comments to

identified \_\_ as a possible witness as he was cutting his lawn at the time. I contacted him but was told that he witnessed nothing.

#### ACTION TAKEN

I provided both parties with witness statements and asked them to complete them.

completed hers. returned with only personal information completed. He told me that he didn't realize that he was to complete the narrative. He declined to complete that portion of the statement. I advised all parties that a report would be made and forwarded through channels.

#### **EXTERNAL DOC'S**

... < statement statement

CR No: 090010714-002 Written By: GWMITCHELLM (01349) Date: 09/14/2009 08:37 AM

14 SEP 09

Late last week I spoke with and this morning I spoke to I discussed the report with both of them and advised both to keep the contact with each other to a civil bare minimum and to keep off each other's property. Both stated it has been ongoing for years. I advised both to call me first, if they are having a problem, before they call for a report. Both advised the case is closed.

CASE CLOSED

(938) Weinertwe Eave Granning (1984)

- C3312 NEIGHBOR TROUB

00608 - 17:38:34 ON GOING NEIGHBOR COMPAINT. See case report.

00608 - 17:38:34 DG.

"		
<del></del>	NTE WOODS PS	
	CK PLAZA DR E WOODS MI 48236	
313 3	343-2400	e e
Case	Report	
	ative Details:	
CR No	Subject	
09004852 Report Date/Time	Occurrence Date/Time	
04/29/2009 08:09		
Location Code A LANDTON DD	Call Source	
2104 HAMPTON RD Dispatched Offense	Telephone Verified Offense	
L3516 Misc. Complaint - GW	L3516 Misc. Complaint - GW	
County	City/Twp/Village	
82 - Wayne Division	69 - Grosse Pt. Woods	
Action R	equested:	
[ ] Arrest warrant	[ ] Review only	
[ ] Search warrant	[ ] Forfeiture	
[ ] Juvenile petition	[ ] Other	
Peo	ple:	
)-OTHER) (I-PERSON INTERVIEW)		
PE: W.Type: Last Name First Name	Middle Name	Suffix Mr/Mrs/Ms
DOB (Age) Sex Race Ethnicity Birth	City & State   Birth Country	Country of Citizenship
Street Address   Apt #   County	Country Home Phone	Work Phone
2104 Hampton	The state of the s	Work Hone
City State Zip	Cell Phone Email	
Grosse Pointe Woods   MI   48236		
Narra	tive:	
STS Nametive By: CWSUPPORT (0000)		The second second second
LOGAC MAIOC COMPLAINT		
L3516 MISC COMPLAINT		
0283 - 08:09:18 P/R RPTS UNK SUBJ(S) 'EGG	ED' CARS & LITTER STR	EW ABOUT STREET
OURING THE		
0283 - 08:09:18 NIGHT.		
1449 - 08:19:35 SPOKE TO (	OF 2104 HAMPTON WHO	STATED THAT
HE PARKED HER		
1449 - 08:19:35 VEHICLE ON HELEN 100 FT	00.00.450.455.054	
1449 - 08:22:10 NORTH OF HAMPTON ON 04-	29-09 AROUND 6PM.	STATED AT 0800

### TODAYS DATE

01449 - 08:22:10 SHE DISCOVERED THAT HER

01449 - 08:24:34 VEHICLE DRIVERS DOOR WAS EGGED. I WASHED EGG OFF HER VEHICLE WITH WATER.

01449 - 08:24:34 NO DAMAGE. CLEARED.

#### **GROSSE POINTE WOODS PS** 20025 MACK PLAZA DR GROSSE POINTE WOODS MI 48236 313 343-2400 Case Report **Administrative Details:** CR No Subject 2999 Damage to Property - MDOP (other) Occurrence Date/Time 090002251 Report Date/Time 02/27/2009 18:10 From: 02/26/2009 20:00 To: 02/27/2009 07:00 Call Source 2104 HAMPTON RD Dispatched Offense Telephone Verified Offense 2999 Damage to Property - MDOP (other) 2999 Damage to Property - MDOP (other) City/Twp/Village County 69 - Grosse Pt. Woods 82 - Wayne Division Action Requested: [] Review only [ ] Arrest warrant [ ] Search warrant [] Forfeiture [] Other [ ] Juvenile petition

CR No:	090002251
1111111111	

			(	Offens	ses:							
2999 - Damage to Property - N	(a)(a):- (r	มีโดเลลิ										100
IBR Code / IBR Group	Action of the second second Second	Of a transfer of colors	File Class									
290 - Destruction/Damage/Vandalism   29000 - DAMAGE TO PROPERTY												
of Property / A	1											
Crime Against Location Type Offense Completed												
PR	20 - Residence/Home Completed											
Domestic Violence Hate/Bias												
No 00 - None (No Bias)												
A-Alcohol: No C-Computer Equipment: No D-Drugs/Narcotics: No												
Entry												
N - No Force Used									<u>,</u>			
				Peopl	e:							
SUSPECT, UNKNOWN (S-SUS	SPECT)		······································									
	Name			Mi	ddle Name			18	Suffix		Mr/Mi	s/Ms
	KNOW			10:0		In: # 0-	-1		10	- Cilim		
DOB (Age) Sex Race	NO LA LA	Ethnic	•	Birth Ci	ty & State	Birth Cou	ntry		Countr	y of Citize	ansnip	
U UNK	NOWN	JUNK	nown	<u> </u>		l	<del></del>					
/ MCTIAN									<del> </del>			
/-VICTIM) Victim Type   Victim of												
I - Individual 2999 - D	amane	to Pro	nerty - M	IDOP	(other)							
PE: W.Type: Last Name	amage	First N	lame	1001	(Outer)	Middle Na	me			Suffix		Mr/Mrs/Ms
		•			;	!						
Aliases		Drive	er License#			DI	L State	DL C	ountry	Person	al ID#	
		 		5: 1 5:						. of Citizen		
DOB (Age)   Sex   Race		Ethnic	ity	Birth Ci	y & State	Birth Cour	itry		Country	of Citize	ensnip	
Street Address	Ap	l L#	County		Country	<u> </u>	Home Ph	one		Worl	k Phone	
2104 HAMPTON RD												
City	State		Zip		Cell Phone	, , , , , , , , , , , , , , , , , , , ,	Email					
Grosse Pointe Woods	MI		48236									
			Pho	ne/E	mail							
Туре							De	script	ion			
/ictim Injury												
		Vict	im Offen	der R	elations	ships						
Offender			Туре				R	elatic	nship			
SUSPECT, UNKNOWN		S-SI	ISPECT		99-Rel	ationshi	p Unknov	vn				
SOSI ECT, CHICKETTI		0-00	OI LOT		100 1 (0)	<u>uaononi</u>	p Omale:	***				,
		_	Pı	opert	v:							
408 - Tire/Wheel/Rim 5438					······							
roperty Class	Tr	BR Type					UCR Type					
8	1		ehicle Pa	rts/Ad	cessorio	es	K - Misce	llan	eous			
tatus									Count		Value	
- Attacked									1	i	250	
lanufacturer Model				Sen	ial No.			1	ense No 1 <b>p216</b>		Color	- Blue
ehicle Year Body S	Style						State	וטו		License Y		Dide
<b>1</b> '												

CR No: 090002251											
		III									

Description		Disposition	Evidence Tag			
ford	· · · · · · · · · · · · · · · · · · ·					
Recovered Date/Time	Location	Owner				
		[V7432372] Decker, B	J			

		Narrative:	
CR No: 090002251-001	Written By: GWS	JPPORT (99903)	Date: 02/27/2009 06:21 PM
SUMMARY OF OFFE	ENSE:		
			the driveway of 2104 Hampton between
the above dates and the left front tire was s		urtner reports at	t 0700 hrs this morning she discovered the
the fort home tips was t	sideriou.		
DAMAGED PROPER	TY:		
Car tire.			
EVIDENCE:			
None			
SUSPECTS:			
None			
SCANNED/ATTACHE	D DOCUMENTS:		
lone			
R No: 090002251-002	Written By: GWMIT	CHELLM (01349)	Date: 03/02/2009 02:20 PM
2 MAR 09			
called and spoke to vi	ctim S	She and I review	ved the details of the report filed with Ps
	•		add to the report that would aid in
	•		s tire, other than a possible screwdriver
as the tool used, base			·
			ed into the inactive case file until new to continue. I advised her to have her
			us and to call the police immediately if
ia noi noighboro keep	an eye out for a	nyaning dadpidio	ac and to ban are pende infinitionality if

necessary.

CASE INACTIVE

GENERALE EVE CAMINEDER THE DESCRIP

- 2999 MALICIOUS DESTR

01449 - 18:10:25 Original Location : 2104 HAMPTON

01449 - 18:10:25

OF 2104 HAMPTON REPORTS HER 1999 FORD ,4 DR

PLT#BHP2168

01449 - 18:10:25 VIN#1FMZU34E8XZB77867, TIRE WAS SLASHED ON 02/26/2009 OR 2/27/2009

01449 - 18:10:25 BETWEEN THE HOURS OF 2000 HRS AND 0700.

[ ] Juvenile petition

Page 1 of 3

#### **GROSSE POINTE WOODS PS** 20025 MACK PLAZA DR GROSSE POINTE WOODS MI 48236 313 343-240**0** Case Report **Administrative Details:** CR No Subject 080014260 C3324 Suspicious Circumstances Report Date/Time Occurrence Date/Time 12/15/2008 16:01 From: 12/15/2008 06:45 To: 12/15/2008 14:00 Call Source Location 2104 HAMPTON RD Telephone Dispatched Offense Verified Offense 2202 B&E - Burglary - Forced Entry - Residence - Home C3324 Suspicious Circumstances OIC Contact Number OIC Lefurgey, James (GWLEFURGEYJ-01600) City/Twp/Village 82 - Wayne 69 - Grosse Pt. Woods Division Patrol **Action Requested:** [ ] Arrest warrant [] Review only [ ] Search warrant [] Forfeiture

[]Other

Created On 10/16/2520 12:30 PM

#11 1 E 2 #1 E 1 #1 # # # # # # # # # # # # # # #										
			(	Offense	s:					
C3324 - Suspicious C	ircumstand	es			·····				-	
IBR Code / IBR Group		Offen	se File Class							
Crime Against Location Type Offense Completed										
- Grand		i	Residence	/Home			Attempted			
Domestic Violence		Hate/		77 101110	****		, monipioc		<del></del>	***************************************
No Using		00 -	None (No	Bias)			Cargo Theft			
A-Alcohol: No C-Comp	outer Fauini	ment: No	D-Drugs	/Narcotic	s: No		Cargo men			
Entry	zator Equipi	HOIR. INC	, b brugo,	THEIOON	0.110			·····		
N - No Force Used										
				People:						
	ER) (C-COI	WPLAIN.	ANT)							
PE: W.Type: Last Name		Fire	st Name			Middle Name			Suffix	Mr/Mrs/Ms
DOB (Age) Sex	Race	Eth	nicity	Birth City 8	State	Birth Country		Country	of Citizenship	
						,			_	
Street Address		Apt #	County	<u> </u>	Country	′	Home Phone		Work Pho	ne
2104 HAMPTON RD		State	Wayn∈  Zip		USA I Phone		Email			
Grosse Pointe Woods		МІ	48236							
			Pho	one/Em	ail					
	Туре						Descrip	tion		
										-
			P	roperty:						
1303 - Photograph 542					ware turned at a				***************************************	
Property Class	,	IBR T	уре			luc	R Type			
27 Status		27 -	Recording	s-Audio	<u>Visua</u>	<u> </u>  F	- TV's, Rad			
status E <b>- Evidence (Including (</b>	Whor Coire	d Dropor	ty And Too	lo)				Count	Value 0	3
escription	Julei Seizei	u riopei	ty Ailu 100	13)	***************************************	Disposition			dence Tag	***************************************
Photos of Foot Prints										· · · · · · · · · · · · · · · · · · ·
tecovered Date/Time	Location					Owner				
		····				Ш,		·		***
			Na	rrative:						
R No: 080014260-001	Written F	Rv: GWI	EFURGEY		0) [	)ate: 12/1	5/2008 04	:35 PM		
	***************************************	Jy. Olli	LIONOLI	0 (0100	-	201011271	0,2000 0 ,			
NFORMATION:										
On 12/15/2008 at app	prox. 140	5 hrs I v	was dispa	atched	to 21	04 for a	possible	B&E.	Dispato	h
dvised that	arrived	home a	and found	her ba	ck d	oor brok	en into.			
NTERVIEW (	'):									
,		\ hool	de her ho	me		state	d that sh	a arriv	ed hom	a at
lpon arrival I met wit	.E.E	pesi	ue ner no	лнс. ,		State	u ulat SII	c aiiiv	ou nom	C at

approx. 1400 hrs. and fond the gate on the east side of her home open. stated that she observed two foot prints in the rear yard leading from the gate. stated that when she entered her back yard she observed several yard items tipped over including her stone bird bath. When I entered the back yard I observed the two footprints, but did not observe any items tipped over or destroyed. When asked about the bird bath and other items \_\_\_\_\_\_ stated that she picked everything up prior to my arrival. I also checked all the windows and doors leading into the home and did not observe any attempt to gain entry.

#### **EVIDENCE:**

I took 7 photos of the shoe/boot prints in the rear yard. The photos were downloaded onto the supervisors computer by LT. Kosanke.

CR No: 080014260-002 Written By: GWMITCHELLM (01349) Date: 12/16/2008 12:31 PM

16 DEC 08

CASE CLOSED

(4-5 Neurentus Eys GWWHTOSELIN (66:849)

2202 HOME INVASION -

01595 - 16:01:13 Original Location : FRESH UPON RET OF H/O @REAR

01595 - 16:05:49 51 ADV NO ENTRY GAINED INTO HOME

**LEFURGEY 30** 

CP. No: 070000605

			(	GRC	SSE I	POINT	E WC	ODS PS	)				
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					_								
						ase R							
					Admir	nistrativ		ils:					
CR No						Si	ubject						
070000605													
Report Date/Time						0	ccurrence	Date/Time					
01/18/2007 13:06 Location													
						l	all Source						
2104 Hampton Rd Dispatched Offense							elepho						
1		71A/				l			Introduction				
L4599 Misc Compl	aints - t	5 <b>V</b> V					C Contact	lisc. Comp	iaint - Gvv			····	
Reed, Debbie (GW	/PEEDI	D_010//1	`				0 00	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
County	NELDI	J-0 104 I				Cit	y/Twp/Vill	age					
82 - Wayne								sse Pt. Wo	ods				
Division													
Grosse Pointe Woo	ds PD					1							
					Actio	n Requ	uested	:					
[ ] Arrest warrant						[	] Revie	ew only			7		
[ ] Convebowent							[ ] Forfeiture						
[] Search warrant						Ĺ	ј гопе	ature					
[ ] Juvenile petition						<u>[</u>	] Other	<b>.</b>					
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PE: W.Type: Last Nar		/ (		First Na		<u> </u>	·	Middle Name			Suffix	Mr/Mrs/Ms	
OOB (Age)	Sex	Race		Ethnicit	у	Birth City	& State	Birth Country		Country	of Citizenship		
Street Address	1		Apt #	<del>*</del>	County	<u> </u>	Countr	y I	Home Phone	<del>1</del>	Work Phon	e	
2104 Hampton								j					
City			State	T	Zip	To	ell Phone		Email		····		
Grosse Pointe Wood	ds		MI	[,	48236	j							
										<del></del>			

#### Narrative:

GFS Newering By: CVIREEDD (MOM)

- L4599 MISC COMPLAINT

01453 - 13:06:24 CEO MAZON REQUEST CFS # FOR ORDINANCE VIOLATION AT ABOVE LOCATION

While on patrol I observed alot of squirrels and birds congregrating in driveway at involved address. I observed a pile of corn kernels and other seeds in driveway and by a tree between

sidewalk and curb. I attempted to make contact with homeowner to advise that she's in violation of ordinance violation sec # 6-2 Feeding Wild Animals "no one home". I left notice advising of same along with copy of ordinance and to have same p/u within 24 hours. I will recheck for compliance on 1/19/07. Clear at this time.

UPDATE: ACO MAZON 1/19/07

I remade location and observed that all feed was p/u. Compliance was met, Clear.

Page 2 of 3

#### MEMO 20-56

TO: Lisa Hathaway, City Clerk

FROM: Frank Schulte, Director of Public Services

DATE: October 15, 2020

CITY OF GROSSE POINTE WOODS Variance - Fence at 2110 Hampton, GPW, MI 48236 SUBJECT:

I have reviewed the application from resident Eric Stephens requesting a fence variance at 2110 Hampton. The fence variance will have no impact on the Department of Public Works or utilities.

Please contact me if you have any questions.

CC

Gene Tutag

O/F

### AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 2110 Hampton Rd. Erik and Audrey Stephens

State of Michigan	)
	) ss
County of Wayne	)

I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 11/05/20 to the following property owners within a 3 foot radius of the above property in accordance with the provisions of the 2017 City Code of Grosse Pointe Woods. A Hearing fee of \$75.00 has been received with receipt # 403574.

Lisa Kay Hathaway, CMMC/MMC

**City Clerk** 

See attached document for complete list.

### **City of Grosse Pointe Woods, Michigan**

**NOTICE IS HEREBY GIVEN** that in accordance with Chapter 8, Buildings and Building Regulations, Article IX, Fences of the 2017 City Code of the City of Grosse Pointe Woods, Sections 8-284(a)(2) Exceptions and 8-284(b) Public Hearing, the City Council will hold a remote public hearing by Zoom on Monday, November 16, 2020, at 7:00 p.m. to hear the request of Erik and Audrey Stephens, 2110 Hampton, Grosse Pointe Woods, MI, who are seeking approval of a variance for the property located at 2110 Hampton, to permit installation of a 6' Shadow Box Dog Ear privacy fence along the rear yard, east lot line. The fence application will require a variance in accordance with Section 8-284(a)(1), consent of adjacent property owners must be submitted. The fence application materials are open for public scrutiny and may be viewed on the City's website at www.gpwmi.us. All interested parties are invited to attend.

Lisa Kay Hathaway, MiPMC-3/MMC City Clerk

#### 2110 Hampton Rd. - 3' Radius

ownersname	ownersna_1	ownersname2	ownerstree	ownercity	ownerstate	ownerzipco	propertyst
BECKER JOHN W		JOHN BECKER	2119 ROSLYN RD	GROSSE POINTE WOODS	MI	48236	2119 ROSLYN RD
HAWKINS JAMES A		JAMES HAWKINS	2105 ROSLYN RD	GROSSE POINTE WOODS	MI	48236	2105 ROSLYN RD
O'CALLAGHAN, MICHAEL		MICHAEL O'CALLAGHAN	2118 HAMPTON RD	GROSSE POINTE WOODS	MI	48236	2118 HAMPTON RD
POLLARD AUDREY M		AUDREY POLLARD	2110 HAMPTON RD	GROSSE POINTE WOODS	MI	48236	2110 HAMPTON RD
DECKER B J		B J DECKER	2104 HAMPTON RD	GROSSE POINTE WOODS	MI	48236	2104 HAMPTON RD



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INFORMATION TECHNOLOGY DEPARTMENT Geographic Information Systems (GIS) Division

Subject: 2110 Hampton Rd

Date: 11/05/20





# RECEIVED

OCT 2 3 2020

CITY OF GROSSE PTE. WOODS BUILDING DEPT Michael Walter 2080 Lennon

Gpw mi 48236

October 23, 2020

The Honorable Mayor and City Council

City of Grosse Pointe Woods

20025 Mack Plaza

Gross Pointe Woods, MI 48236

RE: Variance to Article IX-fence. Sec 8-274 Definitions. Front/side yard 10 Ft. from front bldg. line.

Frist I would like to apologize, in my effort to maintain my fence. I found myself in violation of Article Ix Sec 8-279.4 in my attempt to correct this action and secure a permit, and to maintain the location of existing fence. I must Request this Honorable Council, to grant me a variance, to the 10 Ft. setback for a Front/side fence.

I live on a corner lot with an existing Front yard fence that starts 7'3" from behind my front building line. This fence continues for 12' to the side street side walk. Then turns and continues for 60' to my garage. My permit request was to keep post and rails from chain link, and attach solid fencing, for this 12' section. And continue down the side yard for 18' to side gate.

It is my hope that this Honorable Council will grant me this Variance.

Thank You

Michael Walter

10-18-18



FENCE PERMIT FEE (includes 1 open post hole/s inspection) - \$50 REINSPECTION FEE - \$50

#### CITY OF GROSSE POINTE WOODS

# RECEIVED

Building Department 20025 Mack Plaza Grosse Pointe Woods, MI 48236 313.343.2426 / building@gpwmi.us

OCT 072020

CITY OF GROSSE PTE. WOODS
BUILDING DEPT

# Application For Fence (Zoning Compliance Permit) In Compliance With Article IX – Fences (Recent Ord Chg #879 eff 10/25/18)

PROVIDE: 1) Mortgage survey/site plan with highlighted area where fence is to be placed; and, 2) Brochure/picture of proposed fence to be installed. 2080 Lennon Fence Placement Address: Owner's Name: Michael WAlten Owner's Address: 2080 Lennon Owner's Phone #: 313 410 4863 Owner's e-mail: WALTER M @ Detroit MR 900 Contractor: Phone: Address: e-mail: Less Length of Fence: Height of Fence: 6" Dog EAR TREATED Style of Fence: Wood Vinyl Material of Fence: Metal Location of Fence Address Date Neighbor Signature Address Date Neighbor Signature Address Date Neighbor Signature Owner/Agent Signature By affixing my signature hereto, I certify that I am the owner or acting as the owner's agent, and I understand the regulations pertaining to the erection of a fence as described in Ordinance Sections #8-274 thru 8-284. The City of Grosse Pointe Woods does not guarantee the accuracy of the property lines as described herein, the accurate location of all property lines is the responsibility of the owner or owner agent. Office Use Only

Date \

Denied

Building Inspector's Signature

121 Fence on Frank 18' have on Stall - Remove cyclone Fine, - Attrich wood Fence 6'onles 6" Dog EAR TO motal POST & TOP RAIL HHHH Existing Fence Remaining - 611 Dag EAR Treated wood style Helen 121 2080 Lennon Mile WAlter 313 -410 -4863 N.T.C. Lennon



#### CITY OF GROSSE POINTE WOODS

20025 Mack Plaza Drive Grosse Pointe Woods, Michigan 48236-2397 BUILDING DEPARTMENT Phone 313.343.2426

#### Homeowner's Affidavit for Permit

(Driver's License or State I.D. Required)

I, (please print) MICh Ad	WA Item, hereby certify	v. under penalty of
	ed me, I will actually do all of the wo	
involved in the installation, alter	•	ork, and or will be
	ration of repair of.	
Check all applicable:	· · · · · · · · · · · · · · · · · · ·	
ELECTRICAL	PLUMBING	***************************************
HEATING	BUILDING	Fercina
REFRIGERATION		(
completion for a minimum period of is used for rental or commercial purcomply with provisions of all applit operation until it has been inspection.	ner (owner of single-family residence of six months in own place of residence of six months in own place of residence or six months in own place of residence or such purposes nor is contemplated for such purposes and shall not be enclosed, outlied and approved by the Grosse Potthe City Inspectors and assume the residence.	e, and no part of which urpose). All work will covered up, or put into ointe Woods Building
Relative to the following describe	ed property owned and resided by m	yself at:
ADDRESS: ZO & Lev Grosse Pointe Wo	100 PHONE: 3	13 410 4863
SIGNATURE: MM	DATE:	0/7/20

NOTE: Michigan state code, Section 23a of the state construction code act of 1972, 1972 PA 230, MCL 125.1523A, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who are to perform work on a residential building or a residential structure. Violators of section 23a are subjected to civil fines.



## CITY OF GROSSE POINTE WOODS BUILDING DEPARTMENT MEMORANDUM

DATE:

November 6, 2020

TO:

Mayor and City Council

FROM:

Gene Tutag, Building Official

**SUBJECT:** 

2080 Lennon, Fence Variance

GIT

The applicant is requesting a variance of Section 8-274 of the City's fence ordinance so an existing fence recently installed without permit or approval can remain in place. The applicant is requesting this variance so the fence can be 7 feet from the front of the structure instead of 10 feet as required.

The fence is currently in violation of Section 8-279 (4) and 8-279 (5) in addition to the variance being requested (Section 8-274). The fence is attached to an existing chain-link fence and a fence on fence condition exists. The applicant states the fence will be modified to eliminate it being attached to the chain-link fence as well as eliminating the fence on fence condition so it is in compliance with fence code with the exception of the requested variance (Section 8-274). The applicant's property is on the north east corner of Lennon and Helen.

This exception to the fence code requires a public hearing and approval from the City Council. The City Council may consider any or all of the following, along with other information when deciding a variance:

- (a) Balancing the relative hardships between the property owner and adjacent property owners.
- (b) Whether special circumstances or conditions exist.
- (c) Whether pedestrian or vehicle traffic will be affected.
- (d) The general health, safety and welfare of the neighborhood.

It is recommended that a variance of Section 8-274 not be granted as follows:

1. The situation is self-created as no permit or approvals were obtained prior to installation.

DATE: 11/6/2020

2. No unique conditions relative to the property exist to justify the grant of the variance.

APPROVED BY

Bruce Smith

City Administrator





#### MEMO 20-63

TO:

Lisa Hathaway, City Clerk

FROM:

Frank Schulte, Director of Public Services

DATE:

November 6, 2020

SUBJECT:

Variance - Fence at 2080 Lennon, GPW, MI 48236

I have reviewed the application from resident Michael Walton requesting a fence variance at 2080 Lennon. The fence variance will have no impact on the Department of Public Works or utilities.

Please contact me if you have any questions.

cc Gene Tutag

O/F

CITY OF CENTED

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#### AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 2080 Lennon St. Michael Walter

State of Michigan	)
	) ss
County of Wayne	)

I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 11/09/20 to the following property owners within a 3 foot radius of the above property in accordance with the provisions of the 2017 City Code of Grosse Pointe Woods. A Hearing fee of \$75.00 has been received with receipt # 405895.

Lisa Kay Hathaway, CMMC/MMC
City Clerk

See attached document for complete list.

#### City of Grosse Pointe Woods, Michigan

**NOTICE IS HEREBY GIVEN** that in accordance with Chapter 8, Buildings and Building Regulations, Article IX, Fences of the 2017 City Code of the City of Grosse Pointe Woods, Sections 8-284(a)(2) Exceptions and 8-284(b) Public Hearing, the City Council will hold a remote public hearing by Zoom on Monday, November 16, 2020, at 7:00 p.m. to hear a request for a fence variance from Michael Walter, 2080 Lennon, Grosse Pointe Woods, MI. A solid privacy fence has been installed without having obtained a permit at his property located at 2080 Lennon. He is requesting to keep the already installed 6' solid privacy fence, which has been installed on an existing fence and within 10' of the property line. The fence application will require a variance in accordance with Section 8-274. The fence application materials are open for public scrutiny and may be viewed on the City's website at www.gpwmi.us. All interested parties are invited to attend.

Lisa Kay Hathaway, MiPMC-3/MMC City Clerk

#### 2080 Lennon St. - 3" Radius

ownersname	ownersna_1	ownersname2	ownerstree	ownercity	ownerstate	ownerzipco	propertyst
DAVIS GREG		GREG DAVIS	471 RENAUD RD	GROSSE POINTE WOODS	MI	48236	2081 VAN ANTWERP ST
OCCUPANT		OCCUPANT	2081 VAN ANTWERP ST	GROSSE POINTE WOODS	Mi	48236	2081 VAN ANTWERP ST
LOSS, THOMAS J.		THOMAS LOSS	2073 VAN ANTWERP ST	GROSSE POINTE WOODS	MI	48236	2073 VAN ANTWERP ST
WALTER MICHAEL J	WALTER MELISSA A	MICHAEL AND MELISSA WALTER	2080 LENNON ST	GROSSE POINTE WOODS	MI	48236	2080 LENNON ST
HALL, MICHAEL JOHN		MICHAEL JOHN HALL	2072 LENNON ST	GROSSE POINTE WOODS	MI	48236	2072 LENNON ST



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INFORMATION TECHNOLOGY DEPARTMENT Geographic Information Systems (GIS) Division

Subject: 2080 Lennon St.

Date: 11/09/20





RECEIVED

NOV 1 2 2020

CITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT

November 12, 2020

#### Dear Mayor and City Council:

I would like to be considered for the Treasurer/Comptroller position. My educational background includes a Bachelor of Science Degree in Accounting from Walsh College. I am organized, have exceptional communication skills and a strong work ethic. I have been part of the City of Grosse Pointe Woods finance team since 2012 and Deputy Treasurer/Comptroller since November, 2014. Throughout the last 8 years, I have gained a great deal of knowledge of the functions and responsibilities of the department.

My professional experience includes extensive knowledge of the principal and practices of fund accounting, preparing and analyzing financial data, coordinating annual audit schedules as well as preparation and analysis of budget information. In addition, I have broad based experience in accounts payable, accounts receivable, reconciliation of general ledger accounts, bank statement reconciliation, and payroll which includes filing of all related tax reports. Furthermore, I have extensive experience utilizing BSA software accounting modules.

Thank you in advance for your consideration.

Sincerely,

Shawn M Murphy Shawn M. Murphy

Deputy Treasurer/Comptroller

#### SHAWN M. MURPHY

16918 Angela, Macomb, MI 48044 586-242-7964 C, shawnmurphy@comcast.net

#### **Summary of Qualifications**

Exceptionally organized and dedicated with strong communication skills, positive work ethic and team player with 24 years of solid experience and responsibility at three municipalities. Broad based experience that includes thorough knowledge of the principles and practices of fund accounting, preparation of financial reports, coordinating annual audit schedules, and preparation of annual budget. Extensive experience in all accounting functions that include: accounts payable, accounts receivable, payroll, fixed assets, general ledger, and bank statement reconciliation. Proven leadership skills include supervising accounting staff and AFSCME Local 2720 Treasurer and President.

#### <u>Professional Experience</u>

City of Grosse Pointe Woods-Deputy Comptroller/Treasurer July 2012 – Current

#### Responsibilities:

- Assist Treasurer/Comptroller with annual budget process
- · Assist Treasurer/Comptroller with annual audit preparation and year end reporting
- Assist Treasurer/Comptroller with Comprehensive Annual Financial Report (CAFR)
- Assist Treasurer/Comptroller with Property Tax billing, balancing and distribution of funds
- Assist Treasurer/Comptroller with benefit administration
- Prepare Popular Annual Financial Report (PAFR)
- Process biweekly payroll, including filing of all related taxes and year end W-2 reporting
- · Reconcile monthly bank statements and investments
- Prepare monthly financial reports for City Council and Commissions
- Maintain employee pension contributions
- Maintain fixed assets, prepare and record depreciation
- Prepare general ledger journal entries
- Assist with utility billing, accounts payable and receivable
- Assist with the selection of new Finance Department employees
- Train new employees on all aspects of accounting functions

#### City of Bloomfield Hills-Accountant

January 2011- June 2012

#### Responsibilities:

- Process biweekly payroll
- Prepare and record payroll journal entries
- Assist with benefit management for employees and retirees
- · Manage credit cards for department heads, reconcile statements and record monthly journal entries
- Reconcile monthly bank statements
- Assist with general ledger, accounts payable and accounts receivable
- Prepare annual 1099's
- Assist Finance Director with preparation of the annual budget
- Assist Finance Director with annual audit preparation

#### City of Rochester Hills-Accountant

May 1997 - June 2000

#### Responsibilities:

- Planned, assigned and supervised the work of the accounting staff to meet required deadlines
- Developed accounting procedural manual for accounting division
- Directed the preparation of payroll including, including filing of all related taxes and year end reporting
- Directed the preparation of accounts payable, including year-end 1099 preparation
- Researched, compiled and analyzed financial data
- Prepared and maintained year-end audit schedules and reports
- Reviewed and reconciled general ledger accounts
- · Reconciled monthly bank statements
- Performed fiscal period accounting close
- Served as a liaison between Accounting and Data Processing to maintain accounting applications

#### City of Rochester Hills-Financial Analyst

February 1996 - May 1997

#### Responsibilities:

- Prepared and monitored departmental budgets
- Performed analysis of financial/budgetary systems and procedures and recommend appropriate revisions
- Assisted in the development and maintenance of financial planning records
- Forecasted departmental needs on a City-wide basis to prepare appropriate reports
- Assisted departments with major purchases
- Assisted the Financial Administrator with the administration of the group pension plan

#### City of Rochester Hills- Bookkeeper-Office Coordinator

August 1985 - February 1996

#### Responsibilities:

- Processed accounts payable and accounts receivable
- Prepared and processed payroll, including filing of related taxes and year end reporting
- Prepared monthly pension contributions
- · Maintained employee benefit records
- Reviewed and reconciled general ledger accounts
- Prepared and posted general ledger journal entries
- Reconciled monthly bank statements
- Prepared schedules for annual audit

#### Education

Bachelor of Accountancy Walsh College, Troy Michigan

#### **Computer Experience**

Microsoft office; Word, Excel, PowerPoint, Fund Balance, BS&A, AS400 Mainframe and ADP Payroll

## 6B

#### MEMO 20-62

TO:

Bruce Smith, City Administrator

FROM:

Frank Schulte, Director of Public Services

DATE:

November 5, 2020

SUBJECT:

Great Lakes Water Authority Water Billing Adjustment

The City receives its water from Great Lakes Water Authority through three metered connections. The majority of water flows through Grosse Pointe Woods water meter GW01. In the fall of 2017, the City notified Great Lakes Water Authority that under billing was occurring because the City was billing its customers for more water usage than was being billed to the City by Great Lakes Water Authority.

After investigation by Great Lakes Water Authority, it was determined that the Grosse Pointe Woods water meter GW01 transmitter failed on June 24, 2016. Technicians replaced the transmitter but it was incorrectly programmed. The water meter functioned properly and logged the correct volume of water flow but because the transmitter's programming was incorrect, the transmitter under reported the volume through the water meter. The transmitter's programming was corrected on October 4, 2017.

To determine the correct volume of water that passed through Grosse Pointe Woods water meter GW01 a multiplier of 1.4176 was recorded to the water meter readings for the period in question. Great Lakes Water Authority made the recalculation and corrected the data. The new data was shared and discussed with City Administrator Bruce Smith, City Treasurer-Comptroller Cathy Behrens, Director of Public Services Frank Schulte, City Engineer Scott Lockwood, and City Attorney Charles Berschback.

The cost of the differences in the original billed water volume verses the adjusted water volume from July 2016 through September 2017 is an additional \$290,995.27 owed to Great Lakes Water Authority.

City Attorney Charles Berschback has reviewed the contract, City Engineer Scott Lockwood has review the recalculations from Great Lakes Water Authority, and both recommend payment.

Based upon the above recommendations, I concur that Great Lakes Water Authority, P.O. Box 441370, Detroit, MI 48224, should be reimbursed for the water loss in the amount of 290,995.27.

This is not a budgeted item in the 2020/2021 fiscal year budget and will require a budget amendment and transfer from the Water/Sewer Fund Balance account no. 592-000-697.000 in the amount of \$290,995.27 into account no. 592-537-815.000.

Approved for Council Consideration:

Bruce Smith, City Administrator

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

Cathrene Behrens, Treasurer/Comptroller

Date



#### Memorandum

To: Bruce Smith, City of Grosse Pointe Woods City Administrator

From: Jon Wheatley, GLWA Public Finance Manager

CC: Chandan Sood, GLWA System Analytics and Meter Operations Manager

Frank Schulte, City of Grosse Pointe Woods Director of Public Works

Date: October 13, 2020

RE: Billing Adjustment for July 2016 to September 2017

**Summary:** This memo serves to supplement the communication between the Great Lakes Water Authority (GLWA) and the City of Grosse Pointe Woods (City) concerning past underbilling. The underbilling occurred from July 2016 through September 2017 when there was a then unknown meter transmitter programming issue at the GW01 meter site. GLWA and the City met to discuss the cause of the issue, the corrected data, and the billing adjustment calculations. Using the agreed upon billing adjustment methodology, GLWA calculates that the City was underbilled by \$290,995.27.

Background: The City receives its water from GLWA through three metered connections, the majority of which flows through GW01. In the fall of 2017, the City notified GLWA that underbilling was occurring because the City was billing its customers for more water usage than was being billed to the City by GLWA. Upon investigation, it was determined that the GW01 meter transmitter failed on June 24, 2016. Technicians replaced the transmitter but incorrectly programmed the transmitter's calibration factors. In other words, the meter functioned properly and logged the correct volume of water flow but because the transmitter's programming logic was incorrect, the transmitter underreported the volume through the meter. The factors were corrected on October 4, 2017.

Billing Adjustment: The meter manufacturer advised GLWA to correct the volume by applying a multiplier of 1.4176 to the recorded meter readings for the period in question. GLWA made the recalculation and the corrected data was shared and discussed with the City. Table 1, below, presents the differences in the original billed volume verses the adjusted volume. The differential in volume was then multiplied by the commodity charge for the respective fiscal year to determine the amount underbilled, which totals \$290,995.27.

Included at the end of this memo are two graphs illustrating the difference between the GLWA originally billed volume of water purchased and the corrected (adjusted) volume of water purchased based on the corrected multiplier, as each is compared to the amount the City billed (sold) to its retail customers.

**Resolution:** GLWA is agreeable to repayment by the City in equal monthly installments over a period not to exceed 12 months.

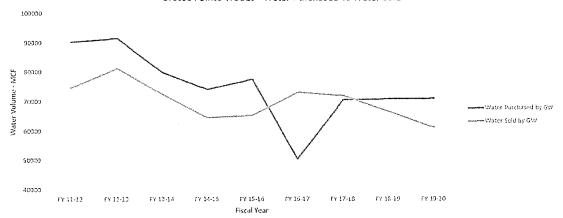
TABLE 1

## GROSSE POINTE WOODS GW01 Billing Volume Adjustment

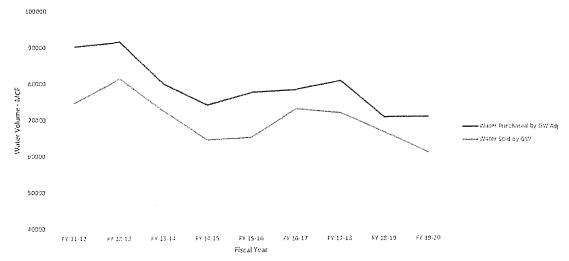
	(1)	Original GW01 Volume- MCF
	(2)	Magmeter Cal Adjustment- GW01
ĺ	(3)	GW01 Adjusted Volume- MCF
	(4)	Additional GW01 Volume- MCF (3) -(1)
	(5)	Approved Commodity Charge (per MCF)
	(6)	Billing Adjustment

FY 2016	FY 2017	Combined
7/1 to 6/30	7/1 to 9/30	Total
66,886.2	24,665.7	91,551.9
1.4176	1.4176	1.4176
94,817.9	34,966.1	129,784.0
27,931.7	10,300.4	38,232.1
\$7.42	\$8.13	
\$207,253.04	\$83,742.22	\$290,995.27

Grosse Pointe Woods - Water Purchased vs Water Sold



Grosse Pointe Woods - Water Purchased Adj vs Water Sold











Date:

November 13, 2020

To:

**City Council** 

From:

Shawn Murphy, Deputy Treasurer/Comptroller

Re:

**Updating Bank Documentation** 

There are multiple bank accounts that require updating as a result of the Treasurer/Comptrollers absence. In the interim, I am requesting Bruce Smith, City Administrator be added as a signer on the accounts listed below.

Updated documentation will be submitted to the respected banks to update signers on City accounts to Bruce Smith, City Administrator and Shawn Murphy, Deputy Treasurer/Comptroller.

The bank vendor list includes the following:

Comerica Bank
Comerica Securities
Multi-Bank Securities, Inc.
Flagstar Bank
TCF Bank
CIBC Bank

City Council Approval

Bruce Smith, City Administrator

Shawn Murph

Shawn Murphy, Deputy Treasurer/Comptroller



#### CITY OF GROSSE POINTE WOODS



CITY OF GROSSE POINTE WOODS

#### **MEMORANDUM**

Date:

November 3, 2020

To:

Mayor and City Council

From:

Beth Miro, Municipal Court Clerk

CC:

Bruce Smith, City Administrator

Shawn Murphy, Deputy Treasurer/Comptroller

Subject: MIDC Grant Agreement FY 2020-2021

The Michigan Indigent Defense Council (MIDC) is the regulatory body in charge of funding the public defender system within each court in Michigan. The city's authorized annual budget for this grant period is beginning October 1, 2020 and ending September 30, 2021 (FY 2020 – 2021) is the following:

#### **GRANT PERIOD**

October 1, 2020 to September 30, 2021

TOTAL AUTHORIZED BUDGET	\$45,375.00		
FY 2021 State Grant Contribution	\$42,227.25		
FY 2021 Local Share Contribution	\$ 3,147.75		
FY 2020 Prior Year Unspent Funds	\$ 7,015.00		

The MIDC has submitted the attached MIDC Grant Agreement, which the city is required to sign, committing to the local share contribution listed above (\$3,147.75) for FY 2020 – 2021. The City Attorney has reviewed the MIDC Gant Agreement and recommends City Council to approve and authorize the Municipal Court Clerk to sign it.

The city's required match of \$3,147.75 has been budgeted in the MIDC grant fund budget line #275-000-699.101, which will transfer from the General Fund.

Fund Certification:

Account numbers and amounts have been verified as presented.

Shawn Murphy, Deputy Treasurer/Comptroller

Bruce Smith, City Administrator

Date



#### **CITY OF GROSSE POINTE WOODS**

#### **MEMORANDUM**

Date: 11/10/20

To: Lisa Hathway, City Clerk

From: Beth Miro, Court Clerk

**Subject: MIDC Contract Approval** 

Matter to be placed on next available agenda

Please place MIDC contract for the FY 20-21 on the next available council agenda. This is a budgeted item in the Court's FY 20-21 budget, account number 101.299.999.275, in the amount of \$3,147.75.

I recommend that the contract be approved.



#### Dear Grantee:

Attached is the fiscal year 2021 indigent defense grant contract for your local funding unit. If you are receiving this letter, the Michigan Indigent Defense Commission (MIDC) has approved your plan and cost analysis for compliance with approved MIDC Standards.

#### Fiscal Year 2021 Grant Contract

This contract covers any spending occurring between **October 1**, **2020** and **September 30**, **2021** that has been approved as part of the cost analysis. Please read the grant contract and review the attachments carefully. The contract should be shared with any person in your funding unit that may be responsible for implementation, compliance reporting, or financial reporting related to the grant. The grant contract contains important information and dates regarding distribution of grant funds, compliance, and requirements for reporting.

Once the grant contract is signed by the authorized signatory for the funding unit, please return the signed contract by email to LARA-MIDC-Info@michigan.gov. You should include your Regional Manager on this email. The contract will be signed by MIDC and LARA upon appropriation of sufficient funds and then entered into SIGMA for payment. You will receive a fully executed copy of the contract by email.

#### Funding, Disbursements and Unexpended Funds

Please note that the funding for this grant is contingent upon an appropriation by the legislature that is signed by the Governor. As noted in Section 1.0 - Statement of Work, in the event that the funds appropriated by the legislature is insufficient to fully fund this grant, "the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the minimum standards the original approved grant was designed to allow."

The initial state grant disbursement will be processed for advance payment once the contract is fully executed. Pursuant to section 1.4 – Payment Schedule, the second and third disbursements of funds will be equally reduced to reflect the amount of any unexpended grant funds from the prior fiscal year.

#### **Grant Reporting and Webinars**

The first quarterly compliance and financial reports will be due **January 31, 2021**. This report should reflect compliance and financial information for the period of October 1, 2020 through December 31, 2020. Budget adjustment and substantial plan change requests should only be submitted with the quarterly reports. In submitting requests for budget adjustments and plan changes, I encourage you to review the grant manual approved by the Commission in June 2020 and to work with your Regional Manager in submitting those requests.

<sup>&</sup>lt;sup>1</sup> Attachment A shows the state travel rates for FY20. Please note that the applicable FY21 travel rates will be published October 1, 2020.

MIDC staff will host informational webinars regarding first quarter reporting prior to the due date. Registration information for the webinars will be distributed and posted on the MIDC website.

Please do not hesitate to contact me if you have any feedback, or your Regional Manager if you have questions about implementation under the grant contract. We encourage you to continue to check our <u>website</u> regularly, where you can find information regarding the Commission's meetings, grants and other updated information.

Sincerely,

Loren Khogali, Executive Director Michigan Indigent Defense Commission Phone: (517) 275-2845

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

#### City of Grosse Pointe Woods

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

Beth Miro Court Administrator 20024 Mack Plaza Drive Grosse Pointe Woods, MI 48236 313-343-2456

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

Michigan Indigent Defense Commission Department of Licensing and Regulatory Affairs 611 W. Ottawa Street, 4<sup>th</sup> Floor Lansing, MI 48933 517-657-3066

#### **GRANT PERIOD:**

From October 1, 2020 to September 30, 2021

TOTAL AUTHORIZED BUDGET: \$45,375.00

State Grant Contribution: \$42,227.25 Local Share Contribution: \$3,147.75

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: 0047871

#### **GRANT**

This is Grant # 2021-103 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and City of Grosse Pointe Woods (Grantee), subject to terms and conditions of this grant agreement (Agreement).

#### 1.0 Statement of Purpose

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

#### 1.1 Definitions

- A. Budget means a detailed statement of estimated costs consistent with the Grantee's approved Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within Attachment B to the funding unit's grant budget.
- C. Compliance Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 *et seq* as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. MIDC means the Michigan Indigent Defense Commission.

- G. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.
- H. "Substantial Change" to a Compliance Plan is a change to the plan or cost analysis that alters the method of meeting the objectives of the standard(s) in the approved plan.

#### 1.2 Statement of Work

The Grantee agrees to undertake, perform and complete the services described in its approved Compliance Plan and in accordance with the Michigan Indigent Defense Act, MCL 780.991et seq,, specifically Standards 1 through 4. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of the grant in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC (Attachment A), addresses the prescribed methods the grantee has chosen to provide indigent criminal defense services pursuant to MCL 780,993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection1.1.

#### 1.3 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the MIDC.
- C. Attachment B is the Budget. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved, in accordance with section 1.3(E).

- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
  - Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval by MIDC staff, but must be reported quarterly in the next financial status report.
  - 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
  - 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

#### 1.4 Payment Schedule

The maximum amount of grant assistance approved is \$42,227.25.

The Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2020 will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant by reducing the 2<sup>nd</sup> and 3<sup>rd</sup> disbursement equally.

An initial advance of 50% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of 25% up to the total state grant amount in accordance with the following schedule:

Initial Advance of 50% of total grant – Within 15 days of receipt of executed agreement 25% disbursement – May 15, 2021 (final payment).

The above schedule of disbursement of funds is contingent after receipt of quarterly reporting as addressed in this section and section 1.5 of this document. Any disputed matters shall not cause delay in remitting any disbursements or in issuing a grant contract and funds for the next fiscal year. Disputed matters shall be acted on independently from undisputed matters.

The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date; Expenditures for the reporting period by budget category; Cumulative expenditures to date by budget category;

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

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;
- All invoices related to experts and investigators;
- All invoices related to construction:
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

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

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

Initial FSR and compliance report for 10/1/20-12/31/20 – January 31, 2021  $2^{\text{nd}}$  FSR and compliance report for 1/1/21-3/31/21 – April 30, 2021  $3^{\text{rd}}$  FSR and compliance report for 4/1/21-6/30/21 – July 31, 2021 Final FSR and compliance report for 7/1/21-9/30/21 – October 31,2021

#### 1.5 Monitoring and Reporting Program Performance

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.
- B. Quarterly Reports. The Grantee shall submit to the Grantor quarterly progress reports on compliance with the Standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with standards 1-4, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. The grantee will use its best efforts to provide data relevant to assessing compliance as

contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested on the template, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC Research staff to seek additional options or ideas for the collection and retrieval of this information.

#### PART II - GENERAL PROVISIONS

#### 2.1 Project Changes

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

#### 2.2 Delegation

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

#### 2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted Indigent Defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15), as amended 12/23/18.

#### 2.4 Share-in-savings

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

#### 2.5 Purchase of Equipment

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

#### 2.6 Accounting

The Grantee must establish and maintain a restricted indigent defense fund in their local chart of accounts to record all transactions related to the indigent defense grant. The restricted

fund will not lapse to the local general fund at the close of the Grantee's fiscal year. The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

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

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

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

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

#### 2.8 Competitive Bidding

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

#### 3.0 Liability

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

#### 3.1 Safety

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

#### 3.2 Indemnification

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

#### 3.3 Failure to Comply and Termination

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

#### B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, for State approved Grant responsibilities. If parties cannot agree to the cost to be paid by the State, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. The Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in section 17 of Public Act 93 of 2013, as amended.

#### 3.4 Conflicts and Ethics

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

#### 3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

#### 3.6 Unfair Labor Practices

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

#### 3.7 Force Majeure

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

#### 4.0 Certification Regarding Debarment

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

#### 4.1 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

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

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

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

#### 4.2 Governing Law

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

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

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

#### 4.4 Assignment

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

#### 4.5 Entire Grant and Modification

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

#### 4.6 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent Grantee.

#### 4.7 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or

program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of its local share as defined by MCL 780.983(h).

#### 5.0 Severability

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

The signatories warrant that they are empowered to enter into this Agreement and agree

#### 5.1 Signatories

to be bound by it.	
LeAnn Droste, Director Bureau of Finance and Administrative Services Department of Licensing and Regulatory Affairs State of Michigan	Date
Loren Khogali, Executive Director Michigan Indigent Defense Commission Department of Licensing and Regulatory Affairs State of Michigan	Date
Beth Miro, Court Administrator City of Grosse Pointe Woods	Date

GRANT NO. 2021-103

## Submitter Information Funding Unit(s)/System Name: \_\_\_\_\_Grosse Pointe Woods Submitted By (include name, title, email address and phone number): Beth Miro, Court Administrator, bmiro@gpwmi.us, 313-343-2456\_\_\_\_\_\_ Is this a FINAL SUBMISSION or DRAFT? Draft Date: Signature: Please identify the following points of contact (include name, title, email address and phone number): Authorizing official who will sign the contract: Beth Miro\_\_\_\_\_ Mailing address for authorizing signatory 20025 Mack, GPW, MI 48236\_\_\_\_\_ Primary point of contact for implementation and reporting: Beth Miro Financial point of contact: \_\_\_Cathy Behrens\_\_\_\_\_ Cathrene Behrens Treasurer/Comptroller City of Grosse Pointe Woods 20025 Mack Avenue

Grosse Pointe Woods, MI 48236 Phone (313) 343-2604 Fax (313) 343-2785

Email: cbehrens@gpwmi.us

Please identify any o	ther person in the system who should receive communications
from MIDC about cor	mpliance planning and reporting, including name, title, and email
address:	
	Delivery System Model
	Delivery System Model

What type of indigent defense delivery system do you have in 2020? (Indicate all that apply):

- Public Defender Office (county employees)
- Public Defender Office (non-profit/vendor model)
- Managed Assigned Counsel System
   Name of MAC Attorney Manager and P#:
- Assigned Counsel System X
- Contract Defender System
- Other, please describe:

Are you planning to change the type of indigent defense delivery system uses?

No

If yes, what model do you plan to use in FY21?

Standard 1
Training of Attorneys  Number of attorneys as of October 1, 202010
Please include in the cost analysis a list of all attorneys who accept adult criminal defense case assignments in your system, including conflict counsel and counsel for youths charged as adults.
Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1, 20200
Any changes in your training plan from FY20? ☐ Yes   ☑ No
Please describe your plan, including any changes:
Any changes in your funding needs from FY20 for Standard 1? $\square$ Yes   $\boxtimes$ No
If yes, please describe:
Standard 2
Initial Client Interviews
How and when are defense attorneys notified of new assignments?
They will be notified by email and/or fax.

How are you verifying that in-custody attorney client interviews occur within three business days?		
We will confirm with the attorney and the defendant that this has occurred. In most instances, the attorney is meeting with a defendant at arraignment, then being		
assigned. This way, they are easily able to conduct an initial interview.		
How are you verifying introductory communications from the attorney with defendants who are not in custody?		
We will confirm with the attorney and the defendant that this has occurred.		
How are you compensating attorneys for initial interviews? Please provide details:		
We will pay them \$85/interview.		
Any change in the initial interview procedure from your FY20 plan? ☐ Yes   ☒ No		
Please describe your policy:		
The attorney contacts the client within 3 business days after arraignment. Normally, this		
occurs in person on the Arraignment date, whenever possible. The attorney fills out a		
form to document that this meeting occurred.		
Any change from your FY20 funding needs for initial interviews? ☐ Yes   ☒ No		
Please explain:		

Standard 3
Please explain or describe:
Any change in FY20 funding needs for meeting spaces? ☐ Yes   ☒ No
Please explain or describe:
Any change from the FY20 plan for meeting spaces? ☐ Yes   ☒ No
Tocated on the main nailway.
The defendants and attorneys meet either in the probation office, located off the main hallway, or in the jury room, also located off the main hallway.
Please explain or describe:
How many confidential meeting spaces are in the courthouse for <i>out-of-custody</i> attorney-client meetings? 2
There are 2 spaces available, however, in-custody defendants will meet with attorney in the jail.
Please explain or describe:
How many confidential meeting spaces are in the courthouse for <i>in-custody</i> attorney-client meetings? 2
There is a private interview room, located in the jail.
·
Please explain or describe:
How many confidential meeting spaces are in the jail? One
Confidential Meeting Spaces

Experts and Investigators
Describe your policy for attorneys to request expert witness assistance:
An attorney would request this in writing.
Any change in the process from FY20? ☐ Yes   ☒ No
If yes, please explain:
Describe your policy for attorneys to request investigative assistance:
An attorney would request this in writing to the Judge.
Any change in the process from FY20? ☐ Yes   ☒ No
If yes, please explain:
How are you tracking requests for experts and investigators by assigned counsel?
None have been made. If they were, we would use a spreadsheet to track.
Any change in your <i>funding needs</i> from FY20 for Standard 3? ☐ Yes   ☒ No
If yes, please explain:
Standard 4

Counsel at First Appearance and Other Critical Stages
How are you providing counsel at first appearance and all arraignments in the District Court? And in the Circuit Court (if applicable)? Please provide details:
We will have house counsel on court days. We will have on-call counsel for non-court days.
How are you providing counsel at all other critical stages? Please provide details:
We will have house counsel on court days. We will have on-call counsel for non-court days.
How are you calculating compensation for Standard 4? Please provide details:  See attached fine schedule
Do you have a prison in your County? How is counsel provided to people charged with crimes while incarcerated in the prison? Do you seek reimbursement for the cost of counsel from the Michigan Department of Corrections?
No
Are there any misdemeanor cases where your court accepts pleas without the defendant appearing before a magistrate or a judge? For example, pleas by mail, over the counter pleas, etc. ☒ Yes   ☐ No
Please describe how counsel is offered under these circumstances:
An attorney calls the defendant and explains the process. A plea is reviewed by the attorney and is presented and explained to the defendant.
Will there be any change from FY20 in this process? ☐ Yes   ☒ No
If yes, please explain:
Any change from FY20 in how you are paying attorneys for Standard 4? ☐ Yes   ☒ No
If yes, please explain:
ii yoo, picase explain.

Supplies & Other
increases, increased premiums, etc.
If yes, please explain in the cost analysis. This can include economics, cost of living
Any change from FY20 in fringe benefits? ☐ Yes   ☒ No
If yes, please explain in cost analysis.
Any additional ANCILLARY STAFF positions/hours requested for FY21? ☐ Yes   ☒ No
If yes, please explain in cost analysis.
For existing ANCILLARY STAFF are there any personnel positions/hours eliminated, reduced, or increased from FY20? ☐ Yes   ☒ No
Chief, Assistant Defenders, and staff of the defender office employed by the system) as well as ANCILLARY STAFF (court clerks, sheriff employees, etc.)
In the cost analysis please provide detail about all personnel employed by the funding unit. This should include DIRECT SERVICE PROVIDERS (Public Defender Chief, Deputy
Personnel
If yes, please explain:
Will there be any change from FY20 in your funding needs for this standard?  ☐ Yes   ☒ No

### **Indigent Defense System Cost Analysis**

**Grant Year October 1, 2020 - September 2021** 

DATE SUBMITTED:

**Funding Unit Name(s)** 

**Grosse Pointe Woods Municipal Court** 

9/29/20

**Calculation hours** 

Personnel Position and rate Total

hours and rate

Category Summary 0.00

Personnel Justification - List all positions to be funded by the grant budget ( state grant/local share). Please \* highlight all positions that are new personnel requests for FY2021 and provide justification for need NONE

Fringe Benefits Percentage Amount

Category Summary 0.00% 0.00

Fringe Benefits Justification NONE

#### Contractual

		Calculation hours	
Contracts for Attorneys	Services Provided	and rate	Total
		\$300/day, per attorney.	
		300 x 4 days /mo x 12	
Indigent defense attorneys	House Counsel - court dates	mos.	14,400.00

Indigent defense attorneys

Initial interviews & Arraignments/On-call/CAFA/Appointments

Based on non-house counsel expenses from 19/20, plus potential increase

25,000.00

Category Summary 39,400.00

Contract Attorney Justification - list all possible rate scenarios for attorney contracts that apply (i.e. hourly, event based, annual contract paid monthly) and the type work whether generally indigent defense or specific like counsel at first appearance. Please \* highlight rates or attorney line requests that are a change from your FY20 approved contract and contract rates. See Attached Rate Schedule

Contracts for Experts and		Calculation hours	
Investigators	<b>Services Provided</b>	and rate	Total
Investigators and Experts	Investigators	\$75/hr x 25 hrs	1,875.00
	Experts	\$220/hr x 15 hrs	3,300.00

Category Summary 5,175.00

Experts and Investigators Justification - Provide explanation and justification if there are changes to the requested amounts for experts and investigators from the FY20 approved contract along with an explanation if requesting to adjust the rates from your FY20's approved contract rates.

<b>Contracts for Constru</b>	ıctio	n
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Projects Services Provided Calculation Total

Category Summary 0.00

Construction Project Justification - Provide as much detail as possible for the requested construction project identifying the need for the construction project, the component costs if possible, whether an estimate or if you were provided a documented quote. Attach a separate document if needed. Please attach the quote to the submission of the application. NONE

Contracts Other Services Provided Calculation Total

Category Summary 0.00

Contracts Other Justification - Provide justification for all other contract costs associated with the local indigent defense system with a \* highlight to new request for FY21.. NONE

Equipment Vendor Calculation Total

Category Summary 0.00

Equipment Justification - Provide justification for new equipment requests for FY21. NONE

Training/Travel	Vendor	Calculation	Total
Membership	SADO	50 x 10	500.00
Membership	NAPD	30 x 10	300.00
CAP Seminars	CAP		0.00

Category Summary 800.00

Training and Travel Justification - Provide travel and training justification and \*highlight new or changed requests for FY21

Suggested rates for training registration would be \$30/hour; SADO membership is \$50/year; NAPD membership is \$30/year NONE

Supplies/Services Vendor Calculation Total

**Category Summary** 

0.00

Supplies Justification - Provide justification for supplies requests and \*highlight new or changed requests for FY21. NONE

**Budget Total** 

45,375.00

# DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective October 1, 2020

#### MICHIGAN SELECT CITIES \*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

#### MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
Per Diem	\$87.00	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

#### **OUT-OF-STATE SELECT CITIES \***

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

#### **OUT-OF-STATE ALL OTHER**

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
Per Diem	\$95.00	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

Incidental Costs Per Day (with overnight stay) \$5.00

#### Mileage Rates

Premium Rate \$0.575 per mile Standard Rate \$0.360 per mile

<sup>\*</sup> See Select Cities Listing

<sup>\*\*</sup> Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

#### SELECT HIGH COST CITY LIST

## TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES <u>Effective October 1, 2020</u>

Michigan Select Cities/Counties

Cities	Counties
Ann Arbor, Auburn Hills, Detroit, Grand Rapids,	All of Grand Traverse, Oakland and Wayne
Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	

**Out of State Select Cities/Counties** 

State	City/County	<u>State</u>	City/County
Arizona	Phoenix, Scottsdale, Sedona	Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford
California	Los Angeles (Los Angeles, Orange, Mendocino & Ventura Counties, and	Maryland	Counties of Montgomery & Prince Georges, Baltimore City, Ocean City
	Edwards AFB), Eureka, Arcata, Mckinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey,	Massachusetts	Boston (Suffolk), Burlington, Cambridge, Woburn, Martha's Vineyard
	Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee,	Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
	Yosemite National Park	Nevada	Las Vegas
		New Mexico	Santa Fe
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	New York	Lake Placid, Manhattan (the borough of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Riverhead, Ronkonkoma, Melville,
Connecticut	Bridgeport, Danbury		Suffolk County, Tarrytown, White Plains, New Rochelle
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax,	Ohio	Cincinnati
	and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) (See also Maryland and	Pennsylvania	Bucks County, Pittsburgh
	Virginia)	Rhode Island	Bristol, Jamestown/Middletown/ Newport (Newport County) Providence
Florida	Boca Raton, Delray Beach, Jupiter, Fort Lauderdale, Key West	Texas	Austin, Dallas, Houston, L.B. Johnson Space Center
Georgia	Jekyll Island, Brunswick	Utah	Park City (Summit County)
Idaho	Sun Valley, Ketchum	Vermont	Manchester, Montpelier, Stowe (Lamoille County)
Illinois	Chicago (Cook and Lake counties)	Virginia	Alexandria, Falls Church, Fairfax
		Washington	Port Angeles, Port Townsend, Seattle
Kentucky	Kenton	Wyoming	Jackson, Pinedale
Louisiana	New Orleans		

#### Department of Licensing and Regulatory Affairs Michigan Indigent Defense Commission FINANCIAL STATUS REPORT

Name and Address of Grantee	2. Funding Unit(s)			3. Grant Number		4. Grant/Contract Period			
						From:		То:	W-1
	5. Current Repor	t Period		6. Amended Rep	ort	7. Total Grant Ar	nount		
	From:	To:		YES	NO		State Grant		
						į	Local Share		
			Cont	racts					
	Salaries	Contract	Experts					Supplies	
8. Expenditure Categories	Fringes	Attorneys	Investigators	Construction	Other	Equipment	Travel Training	Services	Total
	<del>                                     </del>					I	I		
9a. Expenditures for Report Period 10/1/19 -12/31/19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Jan Experiorates for Report Ferroa for 113 1120 1115	\$0.00	¥5.00	\$5.00	\$3.00	\$0.00	\$0.00	1	******	73.00
b, Expenditures for Report Period 1/1/20 - 3/31/20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
b. Expenditures for Report 1 enough 11 1120 - 3/3 1/20	ψυ.υυ	<b>\$3.00</b>	\$5.55	\$0.00	<b>40.00</b>	\$0.00	<b>45.00</b>	¥3.00	<b>V</b> 0.00
c. Expenditures for Report Period 4/1/20 - 6/30/20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
o, Expenditures for Report Ferrod 4 (120 - 0/00/20	\$0.00	<b>43.00</b>	<del>40.00</del>	\$0.00	70.00	1	1 23.00	\$5.00	<u> </u>
d. Expenditures for Report Period 7/1/20 - 9/30/20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
The second secon	70.00	7	70.00	, , , ,				,	,
e. Total Expenditures to date	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C. Tomi Exponential to to date				, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	40.001	
10 State Grant Advancements			11. Certified Loc				***		
a. Received this reporting period			the local MIDC fund this reporting period		\$0.00				
b. Received to date this grant year	\$0.00		b. Deposited to 1	the local MIDC fur	nd to date this gi	ant year	\$0.00		
42 Demarks 142 Continue Londill	State of the About	6 mu banuladan	and haliaf this so	nort in	14. MIDC Appro	wal			
12. Remarks 13. Certification: I certification correct and complete an					14. MILDE Appre	IVai			
approved compliance pl									
		<b>J</b>			Grant Manager's	s Signature	Date		
]						g			
Authorizing Signature		•	Date	-					
		Email			State Office Adı	nin. Signature	Date		
Position					4				
1		Phone			1				

#### MEMO 20 - 64



Bruce Smith, City Administrator

FROM:

Frank Schulte, Director of Public Services

DATE:

November 6, 2020

SUBJECT:

Cross Connection Control Program

In order to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE), formerly Michigan Department of Environmental Quality (MDEQ), Safe Drinking Water Act 1976 PA399 and Administrative Rule, rule number R325.11401-R325.11407 as amended pertaining to Municipal Cross Connection Control Programs, the established program must be maintained by Grosse Pointe Woods and should consist of ongoing enforcement, awareness, education and training.

Based upon a review of the Cross Connection Control Program status, HydroCorp has prepared a proposal to meet the specific Cross Connection Control Program needs of Grosse Pointe Woods and to continue to assist the city with the Cross Connection Control Program regulations and compliance for public water systems.

Attached is a three-year proposal, approved by City Attorney Charles Berschback, based upon completing 80 inspections each year consisting of compliance inspections and re-inspections of our individual commercial, institutional facilities and miscellaneous water users on an annual basis for the next three years. HydroCorp is the only Michigan company who offers this specialized service and their performance over the last six years has been satisfactory. They have offered to extend their pricing.

Therefore, I recommend that a new three-year contract be entered into with HydroCorp, 5700 Crooks Road, Suite 100, Troy, MI 48098, to continue the city's Cross Connection Control Program. The contract will include 240 inspections performed over the next three years, 80 inspections per year, at a cost of \$717 per month totaling \$3585 for the remainder of the 2020/21 fiscal year. The annual expense will be \$8,604.00 for the 2021/22 and 2022/23 fiscal years and \$5,019 for the 2023/24 fiscal year through January 31, 2024. The 3-year contract will total \$25,812 for the period February 1, 2021 through January 31, 2024.

This is a budgeted item included in Water/Sewer account 592-537-975.395.

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

Recommend approval of the above stated and do not believe any benefit will accrue to the City to seek

further competitive bids.

Bruce Smith, City A dministrator

Shown Murphy

Fund Certification:

Account numbers and amounts have been verified as presented.

Shawn Murphy, Deputy Treas Irer/Comptroller



THE SAFE WATER AUTHORITY.

November 5, 2020

Frank Schulte
Director of Public Works
City of Grosse Pointe Woods
1200 Parkway
Grosse Pointe Woods, MI 48236

Dear Mr. Schulte:

Based on your current program, we have prepared a proposal that will meet your specific Cross-Connection Control Program needs. Also, included within this package is our standard Professional Services Agreement. For your convenience, this presentation has been divided into three sections. They include:

- Scope of Work
- Professional Services Agreement
- Qualifications/Experience

This proposal is based upon completing a total of **240** initial inspections, compliance inspections/reinspections of your commercial, industrial & institutional facilities over a three year period.

High hazard facilities will be re-inspected on an annual basis with all remaining low hazard facilities being placed on a five-year re-inspection frequency. HydroCorp Inspectors will assess the degree of hazard of each facility and determined the re-inspection frequency during initial inspections.

Please be advised that this proposal would be a first step in achieving compliance with Part 14 of Public Act 399; however, in order to fully comply with the cross connection control requirements of the State of Michigan, the City is required to implement a residential cross connection control program as well. If you need assistance or more information regarding the residential requirements please let me know.

If you have any questions, please feel free to contact me directly at 248.250.5022 or via email at *ppatterson@hydrocorpinc.com*. We look forward to working with you and your staff again on this project.

Sincerely,

Paul M. Patterson Vice President

#### PROPOSAL

**DEVELOPED FOR** 

Frank Schulte

Director of Public Works

City of Grosse Pointe Woods, MI

1200 Parkway

Grosse Pointe Woods, MI 48236

November 5, 2020

# KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

CROSS-CONNECTION CONTROL / BACKFLOW PREVENTION

WATER SYSTEM SURVEYS / AUDITS

PIPE SYSTEM MAPPING AND LABELING

WATER SAMPLING AND ANALYSIS / RISK ASSESSMENTS

PROGRAM AND PROJECT MANAGEMENT

COMPLIANCE ASSISTANCE / DOCUMENTATION



MICHIGAN CORPORATE OFFICE 5700 Crooks Road, Suite 100 Troy, MI 48098 800.690.6651 TOLL FREE 248.250.5000 PHONE 248.786.1788 FAX GENERAL info@hydrocorpinc.com EMAIL



g-4	SCOPE OF WORK	3
1)	PROFESSIONAL SERVICE AGREEMENT 4-10	0
	OHALIEIGATIONS 4	1



#### SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Grosse Pointe Woods. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a three (3) year period. The components of the project include:

- Annually, perform a minimum of 80 initial inspections, compliance inspections, and re-inspections at individual
  industrial, commercial, institutional facilities and miscellaneous water users within the City served by the public water
  supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross
  Connection Control regulations.
- Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
- Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
- 4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
- 5. Submit comprehensive management reports on a quarterly basis.
  - 6. Conduct an annual review meeting to discuss overall program status and recommendations.
  - 7. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
  - 8. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.
  - 9. Assist the City with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
  - 10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 717.00 Annual Amount: \$ 8,604.00 Contract Total: \$ 25,812.00

Contract Amount is based upon a 36-month period. HydroCorp will invoice in 36 equal amounts of \$ 717.00

#### PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this <u>DATE</u> by and between the City of Grosse Pointe Woods, organized and existing under the laws of the State of Michigan, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

#### ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

#### ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

- 2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:
  - Review state & local regulations
  - Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
  - Review/establish wording and timeliness for program notifications including:
    - Inspection Notice
    - Compliance Notice
    - Non-Compliance Notices 1-2, Penalty Notices
  - Special Program Notices
  - Electronic use of notices/program information
  - · Obtain updated facility listing, address information and existing program data from Utility
  - Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
  - Review/establish procedure for vacant facilities



- · Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- · Review/establish educational and public awareness brochures
- 2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy Cross Connection Control Rules.
  - Initial Inspection the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
  - Compliance Inspection subsequent visit by a HydroCorp representative to a facility that was noncompliant during the Initial Inspection to verify that corrective action was completed and meets the program requirements.
  - Re-Inspection Revisit by a HydroCorp representative to a facility that was previously inspected.
     The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle).
- 2.3 INSPECTION SCHEDULE: HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.
- 2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:
  - · Prioritize and schedule inspections
  - Notify users of inspections, backflow device installation and testing requirements if applicable
  - Monitor inspection compliance using the HydroCorp online software management program.
  - Maintain program to comply with all EGLE regulations
- 2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:
  - Name, location and date of inspections
  - · Number of facilities inspected/surveyed
  - · Number of facilities compliant/non-compliant
- **2.6** REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:
  - Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
  - · Penalties for noncompliance.



- 2.7 VACUUM BREAKERS. HydroCorp will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM. HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 SUPPORT. HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 FACILITY TYPES. The facility types included in the program are as follows:
  - Industrial
  - Institutional
  - Commercial
  - Miscellaneous Water users
  - Multifamily

Complex Facilities. Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.

- 2.11 INSPECTION TERMS. HydroCorp will perform a minimum of 240 Non-Residential inspections over a three (3) year contract period. The total inspections include all initial inspections, compliance and reinspections. Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.
- 2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE). HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross connection control program requirements for all commercial, industrial, institutional, residential, multifamily and public authority facilities.
- 2.13
  POLICY MANUAL. HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14
  INVENTORY. HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15
  DATA MANAGEMENT. HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW. HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17
  CROSS CONNECTION CONTROL BROCHURES. HydroCorp will provide approximately 650 cross-connection control educational brochures for the duration of the Agreement.
  - INSURANCE. HydroCorp will provide all required copies of general liability, workers' compensation and errors and omissions insurance naming the Utility as an additional insured if required.

2.18

#### ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE. On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS. The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION. In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING. The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.
- 3.5 LETTERHEAD/LOGO. The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

#### ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM. Services by HydroCorp under this Agreement shall commence on 02/01/2021 and end three (3) year from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL. Upon the expiration of this Agreement the utility will have the option to renew this contract for two (2) consecutive one (1) year periods. Any increases in pricing for each of the renewal periods will be equal to the Consumer Price Index at the time of renewal or 3%, whichever is less.
- 4.3 TERMINATION. The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION. The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, \$717.00 per month, \$8,604.00 annually, for a three year contract total of \$25,812.00. Completed inspections shall consist of all initial inspections, re-inspections and compliance inspections as defined in section 2.2.



- 4.5 PAYMENT OF INVOICES. Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES. In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY. Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Public Records Law. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY. Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES. HydroCorp personnel will not enter confined spaces.

#### ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY. HydoCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

- 5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement.
- 5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- 5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.
- **5.8** WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- **5.11** AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

- **5.13** COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

#### If to HydroCorp:

HydroCorp c/o Mark Martin 5700 Crooks Road, Ste. 100 Troy, MI 48337 (248) 250-5005

#### If to Utility:

City of Grosse Pointe Woods c/o Frank Schulte 1200 Parkway Grosse Pointe Woods, MI 48236 (313) 343-2460

**5.15** SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

#### **SIGNATURES**

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

#### City of Grosse Pointe Woods

By: Title:

#### **HydroCorp**

By: Paul M. Patterson Its: Senior Vice President

#### **Appendix**

#### Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the <u>main</u> core and <u>focus</u> of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 30,000 Cross Connection Control Inspections annually.
- HydroCorp tracks and manages over 35,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed system and process that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users
  in each of the communities we serve. We teach and train <u>customer service</u> skills in addition to the
  technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following
  recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC Foundation for Cross
  Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American
  Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional
  Development and Learning. We invest heavily in internal and external training with our team members to
  ensure that each Field Service and Administrative team member has the skills and abilities to meet the
  needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone
  calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical
  calls related to the cross connection control program and have attended basic cross connection control
  training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys,
   Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.





#### CHARLES T. BERSCHBACK

ATTORNEY AT LAW

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

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

November 11, 2020

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

RE:

Remote Meetings

Based on enactment of PA 228 of 2020, MCL 15.263(A)

Dear Mayor and Council:

This is scheduled as an agenda item for both a COW meeting at 6:45 p.m. and the regular Council meeting immediately thereafter on November 16, 2020.

I have attached the following supporting documents:

- 1. Legal Opinion summarizing the new Act authorizing continued remote meetings under certain circumstances.
- 2. Proposed declaration of State of Disaster. (This is require for continued remote meeting after December 31, 2020).
- 3. Proposed Resolution confirming the Declaration of State of Disaster and setting forth new rules for continued remote attendance after December 31, 2020.

Procedurally, if the Council chooses to implement these new rules, the Mayor would first indicate his intention to declare a state of disaster and should in fact declare a state of disaster at the Council meeting on November 16, 2020. Immediately following, it would be the prerogative of Council to adopt the Resolution confirming the Declaration of State of Disaster and establishing rules for remote attendance and participation at public meetings.

General discussion can occur on all of these issues simultaneously. My point is that once discussion is completed on all of these issues, the Mayor has the discretion to declare the State of Disaster, and then the Council votes as a group on the Resolution.

Please feel free to call at any time regarding these issues. Thank you.

Very truly yours,

CHARLES T. BERSCHBACK

Char Box Hoch

CTB:nmg Enclosures

cc: Bruce Smith

Lisa K. Hathaway Tutag

#### CHARLES T. BERSCHBACK

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

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

November 11, 2020

Honorable Mayor and Council City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, MI 48236 NOVEMBER 16, 2020 COW AGENDA @ 6:45 p.m. AND COUNCIL AGENDA @ 7:00 p.m.

#### **LEGAL OPINION**

#### RE: Remote Meetings / P.A. 228 of 2020

On October 13, 2020, the Michigan Senate concurred in House revisions to Senate Bill 1108. The bill has now been signed by the Governor as P.A. 228 of 2020, MCL 15.263(a). MML summarized the new law as follows:

- Retroactive application to March 18, 2020 to cover virtual meetings and Council actions that have taken place since then.
- Allows for the continuation of virtual meetings "for any circumstances" through December 31, 2020.
- Allows for continued remote participation between January 1, 2021 December 31, 2021
  for specified circumstances including military duty, a medical condition, or a statewide or
  local state of emergency or state of disaster that would risk personal health or safety of the
  members of the public or the public body if the meeting were held in person.
- After December 31, 2020, any member not on military duty or member that does not have a
  medical condition must be physically present at the meeting (unless a local state of
  emergency or disaster has been declared).
- Requires members of the public body attending a meeting remotely after December 31, 2020 to declare, and be included in the meeting minutes, that the member is attending remotely and from where (city and state).

This Legal Opinion is intended to provide the City Council with a summary of the new Act, and options and requirements for continuing to conduct remote meetings from January 1, 2021 through December 31, 2021.

Hon. Mayor and Council City of Grosse Pointe Woods RE. Remote Meetings /P.A. 228 of 2020 November 11, 2020 Page 2 of 3

- 1. Although there was some discussion between City Attorneys regarding the possible need for a resolution reaffirming all prior actions of Council taken under the prior Executive Orders, this new Act clarifies it is not necessary. The new Act references procedures used under the Executive Orders which allow two way communication, so that members of the public body can hear and be heard by other members of the public body, and public participants can hear the public body and be heard by the public body. Accordingly, the new Act provides that meetings held "retroactive to March 18, 2020", and future meetings held before December 31, 2020, are appropriate.
- 2. The Act then provides the time period through the end of 2020 to allow City Councils to adopt new procedures to continue to meet remotely from January 1, 2021 through December 31, 2021. By 2022, procedures must be in place to accommodate members on military duty.
- 3. For remote meetings after January 1, 2021, remote participation by members could be based on military duty, or a medical condition. However, a broader option involves declaration of a statewide or "local state of emergency or state of disaster." Our municipal Code, like a vast majority of city codes in the State of Michigan, have sections dealing with procedures to be utilized during periods of emergency or disaster. See Code Section 18-19 through 18-28. "Disaster" under our Code means "an occurrence or threat of wide spread or severe damage, injury, or loss of life or property resulting from a natural or manmade cause including, but not limited to . . . epidemic". Note that the Resolution references requirements found in MCL 30.401 (The Michigan Emergency Management Act) and our Code that the Council has the power to determine when the state of disaster should end.
- 4. Section 18-21 designates the Mayor, as executive head of the city government, as the "director" of disaster relief who shall be responsible for its administration and operation, working through the City Administrator as the "coordinator."
- 5. Section 18-23 indicates that although the Mayor exercises the emergency power and authority, the Mayor shall convene the Council to perform its legislative and administrative duties as the situation demands and that "nothing in the article shall be construed as abridging or curtailing the powers of the council unless specifically provided in this article."
- 6. Although this is not your typical disaster due to floods, civil unrest, etc., it was clearly the type of "local state of emergency or state of disaster" contemplated by the legislature in P.A. 228 to allowing cities to continue to meet remotely from January 1, 2021 through December 31, 2021.

Hon. Mayor and Council City of Grosse Pointe Woods RE. Remote Meetings /P.A. 228 of 2020 November 11, 2020 Page 3 of 3

- 7. If a state of emergency or disaster is <u>not</u> declared for meetings occurring after January 1, 2021, then the only accommodation to meet remotely is based on military duty or a medical condition. In any event, starting January 1, 2022, the only allowance for remote meeting is based on the military duty exception.
- 8. The Act has procedural directions regarding posting of public meetings and other required notices. I will work with City Administration to assure any updates or modifications are made. We are already following a vast majority of these rules.

In short, now that the Governor has signed the new Act proposed by the legislature, virtual or remote participation currently in place is allowed by law through December 31, 2020. Revised procedures need to be in place on or before that date to allow continued remote participation.

From a procedural standpoint, if the Council elects to continue to allow remote participation after January 1, 2021, a document would need to be signed by the Mayor declaring a state of disaster. See attached. At the same time, a new resolution (similar to the Resolution passed by Council on May 7, 2020) establishing the new rules for remote attendance based on enactment of Public Act 228 should be passed by the City Council. See attached. A vast majority of the existing rules already in place will remain the same. They will be updated to comply with the new Act.

Very truly yours,

CHARLES T. BERSCHBACK

Charle Best bull

CTB:nmg

cc: Bruce Smith

Lisa K. Hathaway

#### CITY OF GROSSE POINTE WOODS

# DECLARATION OF STATE OF DISASTER PURSUANT TO THE EMERGENCY ACT, MCL 30.401 ET SEQ AND GROSSE POINTE WOODS CITY CODE SECTIONS 18-19 THROUGH 18-28

- WHEREAS, on March 10, 2020, Governor Whitmer declared a state of emergency as a result of the Coronavirus (COVID-19) outbreak; and
- WHEREAS, on March 11, 2020, the World Health Organization (WHO) declared the COVID-19 outbreak a pandemic; and
- WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency as a result of the COVID-19 outbreak; and
- WHEREAS, the Michigan Department of Health and Human Services (MDHHS) issued Interim Recommendations for COVID-19 Community Mitigation Strategies; and
- WHEREAS, such strategies include implementing social distancing measures, including limiting in-person meetings, and limiting large work-related gatherings; and
- WHEREAS, on March 18, 2020, Governor Whitmer issued certain Executive Orders relating to physical presence of members at meetings and hearings of public bodies so as to enable public bodies to continue to conduct public business during the COVID-19 emergency and so as to enable the general public to continue to participate in government decision making without unduly compromising public health, safety, and welfare; and
- WHEREAS, on October 2, 2020, the Michigan Supreme Court entered an Order vacating Governor Whitmer's Executive Orders, including those relating to remote meetings under the Open Meetings Act (OMA); and
- WHEREAS, on October 9, 2020, the Director of Michigan Department of Health and Human Services (MDHHS) entered an Order under MCL 333.2253(1), which continued to require specific procedures to be followed during the epidemic to insure the continuation of essential public health services and enforcement of health laws; and
- WHEREAS, on October 16, 2020, Governor Whitmer signed into law Public Act 228 of 2020, amending MCL 15.263 regarding remote participation in public meetings under the OMA; and
- WHEREAS, the MDHHS in a release dated October 14, 2020 noted that positive COVID-19 cases and hospitalizations in Michigan have recently trended upward and that the recent increase in cases, along with people gathering indoors more frequently due to cooler weather, creates a risk of greater community spread; and

WHEREAS, not allowing remote public meetings would risk the personal health or safety of members of the public or the public body if meetings were held in person; and

WHEREAS, the City has in place an Emergency Preparedness Ordinance, Section 18-19, et seq., of the City Code, that contemplates the declaration of a State of Disaster under certain circumstances; and

WHEREAS, such ordinance refers to the Michigan Emergency Management Act, Act 390 of 1976, being MCL 30.401, et seq., which provides for similar authority.

**NOW, THEREFORE,** pursuant to the authority vested by the above referenced statutes and code sections, as Mayor of the City of Grosse Pointe Woods, I hereby exercise the emergency power and authority as specified and declare a State of Disaster exists in the City of Grosse Pointe Woods.

This Declaration shall remain in effect until December 31, 2021, or until the risks presented by COVID-19 have passed as determined by City Council based on federal, state, or county orders, directives, guidelines, and recommendations.

	MAYOR ROBERT E. NOVITKE City of Grosse Pointe Woods	······································
Dated:		

# RESOLUTION CONFIRMING DECLARATION OF STATE OF DISASTER AND

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

#### BASED ON ENACTMENT OF PUBLIC ACT 228 of 2020

Minutes of a regular State of Michigan (the "City" prevailing Eastern Time.	meeting of the City Council of the City of Grosse Pointe Woods, b), held electronically on, 2020, at 7:00 p.m.,
	Novitke l Members
ABSENT: Counci	l Member(s)
The following pream seconded by Council Member	ble and resolution was offered by Council Member, and:
WHEREAS, on Marc result of the Coronavirus (CO	th 10, 2020, Governor Whitmer declared a state of emergency as a VID-19) outbreak; and
WHEREAS, on Marc COVID-19 outbreak a panden	ch 11, 2020, the World Health Organization (WHO) declared the nic; and
WHEREAS, on Marc Emergency as a result of the C	h 13, 2020, the President of the United States declared a National OVID-19 outbreak; and
	sigan Department of Health and Human Services (MDHHS) issued COVID-19 Community Mitigation Strategies; and
	tegies include implementing social distancing measures, including and limiting large work-related gatherings; and

WHEREAS, on March 18, 2020, Governor Whitmer issued certain Executive Orders relating to physical presence of members at meetings and hearings of public bodies so as to enable public bodies to continue to conduct public business during the COVID-19 emergency and so as to enable the general public to continue to participate in government decision making without unduly compromising public health, safety, and welfare; and

WHEREAS, on October 2, 2020, the Michigan Supreme Court entered an Order vacating Governor Whitmer's Executive Orders, including those relating to remote meetings under the Open Meetings Act (OMA); and

WHEREAS, on October 9, 2020, the Director of Michigan Department of Health and Human Services (MDHHS) entered an Order under MCL 333.2253(1), which continued to require specific procedures to be followed during the epidemic to insure the continuation of essential public health services and enforcement of health laws; and

WHEREAS, on October 16, 2020, as a result of the enactment of Senate Bill 1108, Governor Whitmer signed into law Public Act 228 of 2020, amending MCL 15.263 regarding remote participation in public meetings under the OMA; and

WHEREAS, Public Act 228 requires a public body to establish procedures to allow remote participation to accommodate the absence of any member of the public body due to (1) active military duty; (2) a medical condition; or (3) the existence of a state or local State of Emergency or State of Disaster declared by a local official—which such accommodations shall be made until December 31, 2021 (after such date only military duty shall be accommodated); and

WHEREAS, the MDHHS in a release dated October 14, 2020 noted that positive COVID-19 cases and hospitalizations in Michigan have recently trended upward and that the recent increase in cases, along with people gathering indoors more frequently due to cooler weather, creates a risk of greater community spread; and

WHEREAS, to implement MDHHS's mitigation strategies and allow the City Council and all other City boards, commissions, and committees (hereinafter referred to collectively as "Public Bodies") to continue to conduct public business, and to allow City Officials, City Employees, and the public to attend meetings of the Public Bodies remotely, consistent with Public Act 228, and consistent with the City Council's ability to amend its own Rules of Order of Common Council, the Grosse Pointe Woods City Council desires to establish rules regarding remote attendance set forth in this Resolution; and

WHEREAS, in order to facilitate continued remote participation at public meetings in light of the recent enactment of Public Act 228, the Mayor of the City of Grosse Pointe Woods has declared a state of disaster, as authorized by the Emergency Management Act, MCL 30.401 et. seq., and Grosse Pointe Woods Municipal Code Sections 18-19 through 18-28, which the City Council has determined to confirm; and

WHEREAS, the City Council in light of P.A. 228 and the declaration of disaster intends to replace the existing procedures adopted by this Council on May 7, 2020 with the following new procedures to avoid risking the personal health or safety of members of the public or the public body if meetings were held in person.

NOW, THEREFORE, IT IS RESOLVED as follows:

#### I. CONFIRMATION OF STATE OF DISASTER

The City Council hereby confirms the State of Disaster declared by the Mayor by Resolution dated November 16, 2020.

- 1. The City Council authorizes the Emergency Management Coordinator and/or City Administrator (as applicable) to take appropriate measures, in his discretion, to respond to or protect City citizens, businesses, and personnel from the declared State of Disaster by adopting and enforcing all appropriate measures, including but not limited to: (a) taking actions necessary to comply with a federal, state, or county order or directive that is binding on the City; and (b) limiting City meetings and functions to those required by law.
- 2. This Declaration shall remain in effect until December 31, 2021, or until the clear and present danger of COVID-19 has passed as determined by City Council based on federal, state, and county orders, directives, guidelines, and recommendations.

## II. ESTABLISMENT OF RULES FOR REMOTE ATTENDANCE AND PARTICIPATION AT PUBLIC MEETINGS

The City Council immediately authorizes its members, City Officials, City employees, members of other Public Bodies, and members of the public to attend all meetings of Public Bodies by telephone or Zoom consistent with PA 228, and hereby adopts the following Rules:

#### A. NOTICE OF MEETINGS:

1. For every meeting to be held remotely during the declared State of Disaster and pursuant to this Resolution, the City Clerk shall post the appropriate notice consistent with the Open Meetings Act, as amended by PA 228, and the City Code.

#### B. CONDUCT OF THE MEETING:

- 1. A meeting of a public body held electronically under this section must be conducted in a manner that permits 2-way communication so that members of the public body can hear and be heard by other members of the public body, and so that public participants can hear members of the public body and can be heard by members of the public body and other participants during a public comment period.
- 2. As permitted by Public Act 228, a physical place is not required for an electronically-held meeting. A member's remote attendance shall be considered attendance for the purpose of establishing a quorum.
- 3. Any vote by a member participating remotely pursuant to this resolution shall be counted in the total number of votes for any matter and shall not be held invalid for the reason that it was cast by a member remotely.
- 4. Roll call votes shall be taken if it is clear that the vote was not unanimous, or in any event, at the request of the Chair or City Clerk.

- 5. At each initial roll call, each member participating shall, if participating remotely, indicate that he or she is participating remotely and indicate the city and state presently located.
- 6. For closed sessions conducted under this policy, each member and authorized attendee of the closed session shall not allow anyone else to hear or view the closed session.
- 7. Emails, texting, or other forms of electronic communication by or between members during the meeting shall not be allowed.
- 8. Agenda items regarding Pledge of Allegiance to the Flag and Recognition of Commission Members are temporarily suspended.
- 9. All other requirements contained in Public Act 228 shall be followed.

#### C. ATTENDANCE BY MEMBERS OF THE PUBLIC:

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

#### D. EFFECTIVE DATE AND TERM:

1. This Resolution and procedures shall take effect January 1, 2021 and remain in effect until modified by the City Council or until the declared State of Disaster expires or is terminated by Council. If neither of those events occurs, then this Resolution and procedures shall terminate automatically on December 31, 2021. Before the automatic termination on December 31, 2021, or if the State of Disaster expires or is terminated before that date, the City Council shall amend this Resolution and procedures to accommodate and provide for remote participation by members absent due to military duty only.

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

AYES:
NAYS:
ABSENT:

RESOLUTION DECLARED ADOPTED.

#### **CERTIFICATION**

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



# RECEIVED

NOV - 6 2020

MEADQUARTERS 235 East Main Street Suite 105 Northville, Michigan 48167 O 248.596.0920 F 248.596.0930 MCKA.COM

CITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT

November 5, 2020

Invoice No:

21849 - 30

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

Project

21849

Grosse Pointe Woods Building Services

Professional Services from October 1, 2020 to October 31, 2020

Monthly Retainer

Conduct Plumbing and Mechanical Inspections as directed by the City.

1,500.00

Total

\$1,500.00

**IINSPECTIONS OVER 30 PER MONTH** 

Inspection Services - Per Inspection

24.0 inspection @ 55.00

1,320.00

Subtotal

\$1,320.00

Invoice Total

\$2,820.00

THANK YOU. Please remit to above address and indicate project number on voucher.

Email: cbehrens@gpwmi.us

PO# 20-45837 101-180-818.000 11/05/2020

11-05-2020

# Montly Inspection List

### McKenna-Tim Israel

Record #	Type	Scheduled	Completed	Result	Comments/Violations
PM200220	Underground	10/01/20	10/01/20	1	
PM200174	Final	10/01/20	10/01/20	1	
PM200176	Final	10/01/20	10/01/20	1	
PM200125	Final-Htg/A-C	10/01/20	10/01/20	1	
PP200106	Final	10/01/20	10/01/20	1	
PM200188	Final A/C	10/01/20	10/01/20	1	
PM200110	Final	10/01/20	10/01/20	1	
PM200218	Underground	10/01/20	10/01/20	1	
PM200140	Final	10/06/20	10/06/20	1	
PM200201	Final	10/06/20	10/06/20	1	
PM200211	Final	10/06/20	10/06/20	I	
PP200124	Rough	10/06/20	10/06/20	1	
PM200222	Final Furnace	10/06/20	10/06/20	1	
PP190184	Final	10/06/20	10/06/20	1	
PM200216	Final	10/08/20	10/08/20	1	
PP200127	Final	10/08/20	10/08/20	2	
PM200226	Final	10/13/20	10/13/20	1	
PM200210	Final	10/13/20	10/13/20	1	
PM200169	Final A/C	10/13/20	10/13/20	1	
PP200130	Rough	10/13/20	10/13/20	1	
PM200030	Final	10/13/20	10/13/20	1	
PP200133	Rough	10/13/20	10/13/20	1	
PM190099	Final-Htg/A-C	10/13/20	10/13/20	2	
PM200227	Final	10/13/20	10/13/20	1	
PM200212	Final	10/15/20	10/15/20	1	
PM200106	Final	10/15/20	10/15/20	1	
PP200122	Final	10/15/20	10/15/20	1	
PM200233	Final	10/15/20	10/15/20	1	
PM200164	Final A/C	10/15/20	10/15/20	1	
PP200132	Rough	10/15/20	10/15/20	1	
PM200239	Rough	10/15/20	10/15/20	1	
PM200251	Special Insp - Mech	10/20/20	10/26/20	3	
PM200139	Final	10/20/20	10/20/20	1	
PP200127	Final	10/22/20	10/22/20	1	
PP190210	Final	10/22/20	10/22/20	3	
PM200039	Final	10/22/20	10/22/20	1	

PM200111	Final	10/22/20	10/22/20	1
PM200163	Final	10/22/20	10/22/20	1
PP200084	Final	10/27/20	10/27/20	1
PM200193	Underground	10/27/20	10/27/20	1
PP200137	Rough	10/27/20	10/27/20	2
PM200235	Final	10/27/20	10/27/20	1
PP200141	Final	10/27/20	10/27/20	1
PM200230	Final	10/27/20	10/27/20	1
PP200139	Rough	10/27/20	10/27/20	1
PP200077	Final	10/27/20	10/27/20	1
PP200143	Final	10/27/20	10/27/20	5
PM200122	Final	10/29/20	10/29/20	1
PM200180	Final	10/29/20	10/29/20	1
PM200254	Final/Gas Pressure Test	10/29/20	10/29/20	1
PM200232	Final	10/29/20	10/29/20	1
PM200225	Final	10/29/20	10/29/20	1
PP190210	Final	10/29/20	10/29/20	1
PM200069	Final	10/29/20	10/29/20	1

Total Insp

## Report Summary

J

Population: All Records

Grand Total Inspections:

54

Inspection.DateTimeCompleted Between
10/1/2020 12:00:00 AM AND 10/31/2020
11:59:59 PM AND
Inspection.Inspector = McKenna-Tim
Israel

30 insp x \$ 50 = \$1,500 24 insp x \$ 55 = \$1,320 54 inspections total = \$2,820