

CITY OF GROSSE POINTE WOODS
Electronic Regular City Council Meeting Agenda
Monday, December 7, 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/98183248567?pwd=TyYQXZwQ21vUTU5RjlaU3NvVXMvUT09>

Meeting ID: 981 8324 8567

Passcode: 966470

Join by phone:

Dial by your location

888 788 0099 US Toll-free

877 853 5247 US Toll-free

Meeting ID: 981 8324 8567

Passcode: 966470

Facilitator's Statement

1. CALL TO ORDER
2. ROLL CALL
3. ACCEPTANCE OF AGENDA
4. APPOINTMENT
 - A. Treasurer/Comptroller
 1. Shawn Murphy
 2. Letter 12/03/20 – City Attorney
 - a. Employment Agreement
5. MINUTES
 - A. Council 11/16/20, 11/23/20
 - B. Committee-of-the-Whole 11/16/20, 11/23/20
w/recommendation:
 1. City Attorney Appointments
 - a. Letter 11/30/20 – City Attorney Berschback
 - b. Letter 11/06/20 – York, Dolan & Tomlinson, PC (Retention of Legal Services – Amended)
 - c. Grosse Pointe Woods Sharing/Division of City Attorney Services Conceptual Breakdown of Responsibilities
 - d. Letter 11/11/20 – Rosati Schultz Joppich Amtsbuechler (Retention of Legal Services)

- e. Grosse Pointe Woods Sharing/Division of
City Attorney Services Conceptual
Breakdown of Responsibilities
Citizen's Recreation Commission 10/13/20
- C.

6. PUBLIC HEARINGS

- A. Generator Variance: Ventzel Potochnik, 1584 Huntington
 - 1. Letter 10/16/20 – Ventzel J. Potochnik
 - 2. Generator Application 08/26/20
 - 3. Electrical Permit
 - 4. Mechanical Permit
 - 5. Photos (2) and site rendering
 - 6. BS&A Image/Sketch for Parcel
 - 7. Home Generator Unit Placement Approval
10/13/20 – Mark Criger, 1570 Huntington
 - 8. 14RCA Kohler Generator and Power Systems
Specifications
 - 9. Memo 11/03/20 – Building Official
 - 10. Photos (2)
 - 11. Affidavit of Property Owners Notified
 - 12. Aerial View
- B. Fence Variance: Joseph Jarackas, 1971 Oxford
(Postponed to 12/21/20 Council Meeting)

7. BIDS/PROPOSALS/
CONTRACTS

- A. Amendment to Water Service Contract – Great Lakes
Water Authority
 - 1. Memo 11/24/20 – Director of Public Services
 - 2. Amendment No. 4 to Water Service Contract
between Great Lakes Water Authority and City of
Grosse Pointe Woods
 - 3. Exhibit B
- B. Memorandum of Understanding Between City of Grosse
Pointe Woods and Wayne County

8. RESOLUTIONS

- A. Wayne County Annual Permits (2)
 - 1. Memo 11/23/20 – Director of Public Services
 - 2. Letter 11/20/20 – R. Saghir
 - a. Permit to Construct, Operate, Use and/or
Maintain – Permit No. A-21054
 - b. Scope of Work and Conditions Attachment for
Annual Municipal Maintenance Permits
 - c. Indemnity and Insurance Attachment
 - d. Conditions & Limitations of Permits
 - e. Model Community Resolution Authorizing
Execution of Wayne County Permits
 - 3. Letter 11/20/20 – R. Saghir
 - a. Permit To Construct, Operate, Use and/or
Maintain – Permit No. A-21142

- b. Banner Attachment for Municipalities Guidelines
- c. Annual Special Events for Municipalities Road Closure/Detour Guidelines
- d. Conditions & Limitations of Permits
- e. Model Community Resolution Authorizing Execution of Wayne County Permits

9. CLAIMS/ACCOUNTS

- A. Assessing Services
 - 1. WCA Invoice No. 11202020 11/20/20 - \$6,258.25.
- B. Robert E. Novitke Municipal Center Generator
 - 1. Motor City Electric Co Pay Application No. 1 11/16/20 - \$52,047.00.
- C. City Engineer – Anderson, Eckstein & Westrick, Inc.
 - 1. Bournemouth W/M Replacement Invoice No. 0128399 11/04/20 - \$3,003.25;
 - 2. 2020/21 GIS Maintenance Invoice No. 0128470 11/05/20 - \$3,687.00;
 - 3. Vernier Rd. Resurfacing – Fairway to ECL Invoice No. 0128641 11/17/20 - \$428.00;
 - 4. 2019 Sewer Structure Rehabilitation Invoice No. 0128642 11/17/20 - \$254.50;
 - 5. 2019 Sewer Open Cut Repair Program Invoice No. 0128643 11/17/20 - \$548.25;
 - 6. Beaufait Rd Reconstruct-Mack to WCL Invoice No. 0128644 11/17/20 - \$196.00;
 - 7. LFPark Vehicular Bridge Replacement Invoice No. 0128646 11/17/20 - \$3,739.80;
 - 8. REN Complex Generator Invoice No. 0128647 11/17/20 - \$1,761.40;
 - 9. 2020 Concrete Pavement Repair Program Invoice No. 0128648 11/17/20 - \$18,197.50;
 - 10. Sewer Rehab-Lining Invoice No. 0128649 11/17/20 - \$413.26;
 - 11. 2020/21 General Engineering Invoice No. 0128659 11/18/20 - \$2,548.25.
- D. AT&T Cell Tower Renewal - Kitch Drutchas Wagner Valitutti & Sherbrook
 - 1. Invoice No. 478414 08/31/20 - \$604.75;
 - 2. Invoice No. 480664 09/30/20 - \$2,070.00;
 - 3. Invoice No. 483423 10/31/20 - \$2,100.00.
- E. FOIA Matters
 - 1. McGraw Morris PC Statement No. 7290 11/04/20 - \$350.00.
- F. Labor Attorney – Keller Thoma
 - 1. Invoice No. 119411 11/01/20 - \$4,408.11;
 - 2. Invoice No. 119414 11/01/20 - \$437.50.
- G. Professional Services

1. Rosati, Schultz, Joppich & Amtsbuechler Invoice
No. 1074716 11/12/20 - \$1,250.00.

10. NEW BUSINESS/PUBLIC COMMENT

11. ADJOURNMENT

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

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

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

Instructions for meeting participation

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

Join Zoom Meeting

<https://zoom.us/j/98183248567?pwd=TyYQXZwQ21vUTU5RjlaU3NvVXMvUT09>

Meeting ID: 981 8324 8567

Passcode: 966470

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

Dial by your location

888 788 0099 US Toll-free

877 853 5247 US Toll-free

Meeting ID: 981 8324 8567

Passcode: 966470

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

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

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

1. To assist with meeting flow and organization, all public comment will be taken at the end of the meeting unless it is moved to a different location on the agenda upon a consensus of the 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 lhathaway@gpwmi.us should you have any questions prior to the meeting starting.

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

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400

FAX (586) 777-0430

blbwlaw@yahoo.com

RECEIVED
DEC - 3 2020
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

December 3, 2020

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

RE: Treasurer / Comptroller Employment Agreement
Council Agenda Item 12/7/20

Dear Mayor and Council:

Based on direction from the COW, I have negotiated the employment agreement with Shawn Murphy. I offer the following brief summary:

- General terms and conditions are identical to the most recent contract with our prior Treasurer / Comptroller.
- Annual base salary of \$88,000.00.
- Vacation time of "twenty (20) working days" (4 weeks) on a pro-rata basis based on the effective date of this Agreement.

If this meets with the Council's approval, it would be the prerogative of Council to approve the City Treasurer / Comptroller Employment Agreement with Shawn Murphy and authorize the Mayor to sign the contract.

Very truly yours,



CHARLES T. BERSCHBACK

CTB:gmr

cc: Bruce Smith
Lisa K. Hathaway
Shawn Murphy

City of Grosse Pointe Woods

**CITY TREASURER/COMPTROLLER
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, signed this ____ day _____, 2020, by the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the "City", and SHAWN MURPHY hereinafter called "MURPHY" both of whom agree as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of MURPHY as City Treasurer/Comptroller of the City of Grosse Pointe Woods as provided by the City Charter, Code and state law; and,

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of said employment; and,

WHEREAS, MURPHY desires to accept employment as City Treasurer/Comptroller.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1 – DUTIES:

City agrees to employ MURPHY as City Treasurer/Comptroller of the City to perform the functions and duties which are expressed and implied in the Charter and Code of the City of Grosse Pointe Woods, and all other functions and duties which are implicit by virtue of the nature of the office. MURPHY shall also perform such other legally permissible and proper duties and functions as the City Council, the City Code, and the City Charter may, from time to time, assign. MURPHY shall maintain any required licenses and/or levels of certification necessary for the performance of such duties as a condition of continued employment with the City.

It shall be MURPHY's duties to supervise the following five classifications in the Treasurer/Comptroller area:

- A. Deputy Comptroller/Deputy Treasurer
- B. Water Billing Specialist
- C. Accountant – Part-time
- D. Cashier/Administrative Clerk I – part-time
- E. Tax Clerk/Administrative Clerk I – full-time

Nothing in this section mandates that these positions be filled.

Section 2 – SALARY:

City agrees to pay MURPHY at the rate of an annual base salary of Eighty Eight Thousand and 00/100 (\$88,000.00) Dollars, effective December 7, 2020, payable in installments at the same time as other employees of the City are paid. Upon finding satisfactory performance in the future, the City Council may make appropriate adjustments.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to adjust salary in response to annual budget consideration.

Section 3 – TERM:

- A. The term of this agreement shall be effective from December 7, 2020 through June 30, 2021 unless terminated earlier by either of the parties. MURPHY will be employed on an at-will status as City Treasurer/Comptroller to perform the functions and duties of the position as required by the Code and Charter. She shall also perform such duties and functions as the City Council may, from time to time, prescribe. She shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of MURPHY with or without cause, with or without notice, at any time.

- B. MURPHY will be employed on an at-will basis as City Treasurer/Comptroller to perform the functions and duties of the position as required by the Code and Charter.
- C. There shall be no expectation of renewal or extension of this agreement unless mutually agreed upon in writing by both parties.
- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of MURPHY to resign at any time from her position with the City. However, MURPHY shall be required to provide 30 days written notice to the City prior to her resigning.
- E. MURPHY agrees to remain the exclusive employee of the City and neither to accept other employment nor to become employed by any other employer thereafter as long as she remains in the employ of the City.

Section 4 – TERMINATION AND SEVERENCE PAY:

In the event that MURPHY is terminated without cause then, in that event, MURPHY shall receive severance pay equaling sixty (60) days (2 months of her regular pay) of her annual salary. Upon receipt of severance pay, MURPHY shall sign a Settlement and Release Agreement waiving any and all rights under this Agreement, and she shall agree not to file any

lawsuit or engage in any litigation against the City, its agents, assigns, Council Members, (either in their representative capacity or in their individual capacities). Such Release shall also apply to the Pension Plan, its Administrator, Trustees in their individual capacities, Agents, Successors, and assigns.

Section 5 – FRINGE BENEFITS:

Except as otherwise provided herein, the City agrees to provide MURPHY with fringe benefits as listed in the Appendix A entitled “Grosse Pointe Woods Non-Union Full-Time Employee Fringe Benefits”. Additionally, but except as provided herein, the current benefits under the Employee Handbook which are afforded to all salaried employees, (pension, health, etc.) are included in this agreement. Both parties agree that changes are being made to the fringe benefits for all salaried, non-union and union employees and both shall be bound by those changes when implemented.

MURPHY shall earn and be entitled to vacation leave, with pay, at the rate of twenty (20) working days per year through June 30, 2021 on a pro-rata basis based on the effective date of this Agreement. When applicable, the terms of Appendix A for the Grosse Pointe Woods Non-Union Full-Time Employee Fringe Benefits provisions shall apply.

Section 6 – BONDING:

The City shall bear the full cost of any fidelity or other bonds required of MURPHY under any law or ordinance.

Section 7 – DUES AND SUBSCRIPTIONS:

The City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the professional dues and subscriptions of MURPHY which are necessary for the continuation and full participation in national, regional, state, and local associations and organizations which are immediately related to continued professional participation, growth and advancement, and for the general good of the City.

Section 8 – PROFESSIONAL DEVELOPMENT

- A. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for travel and subsistence expenses of MURPHY for professional and official travel, meetings and occasions which are necessary to continue the professional development of MURPHY and to adequately pursue necessary official and other functions for the City.
- B. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the travel and subsistence expenses of MURPHY for short courses, institutes and seminars that may be required by law in connection with duties performed for the City.

- C. Any professional development requiring airfare or overnight accommodations requires prior Council approval.

Section 9 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

- A. MURPHY's scheduling of time at work at municipal facilities, meetings and events is expected to be without maximum limitation and shall meet the needs of the City, its businesses and inhabitants.
- B. The minimum workweek shall be 40 hours and there shall be no added compensation for hours worked longer than 40 hours per week.
- C. The City shall be MURPHY's sole and exclusive employer except as provided herein and except as may be approved by the City Council.
- D. During the term of this contract, the City may establish evaluation criteria, procedures and timetables. This evaluation program is subject to approval by City Council.
- E. There shall be no City car furnished nor any car allowance.

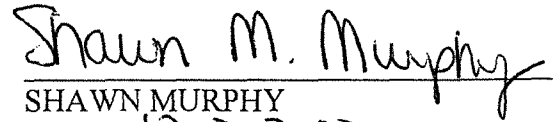
Section 10 – GENERAL PROVISIONS:

- A. This is the entire Agreement between the parties. This Agreement supercedes any and all other Agreements or contracts, either oral or written between the parties.
- B. Notices pursuant to this Agreement shall be deemed given if served personally in the same manner as is applicable to judicial practice or if deposited in the custody of the United States Postal Service, postage prepaid addressed as follows:
 - (1) City Clerk
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236.
 - (2) SHAWN MURPHY
16918 Angela
Macomb Twp., MI 48044
- C. The parties acknowledge that both the City and MURPHY have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel.
- D. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

IN WITNESS WHEREOF, the parties have signed this Agreement below.

CITY OF GROSSE POINTE WOODS

By: ROBERT E. NOVITKE
Its: Mayor
Dated: _____, 2020



SHAWN MURPHY
Dated: 12-3-2020, 2020

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD REMOTELY ON MONDAY, NOVEMBER 16, 2020.

The Facilitator's statement was provided.

The meeting was called to order at 7:03 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
City Clerk Hathaway
Director of Public Safety Kosanke
Building Official Tutag
Deputy Treasurer/Comptroller Murphy
Facilitator/Deputy City Clerk Antolin
City Engineer Lockwood

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

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

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

1. City Council Minutes dated November 9, 2020.

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

Motion by Gafa, seconded by Granger, regarding **Public Hearing for Generator Variance: Ventzel Potochnik, 1584 Huntington**, that the City Council postpone this item until the December 7, 2020, Council Meeting.

Motion carried by the following vote:

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

THE MEETING WAS THEREUPON OPENED AT 7:05 P.M. FOR A PUBLIC HEARING TO HEAR THE REQUEST OF ROBERT FLANNERY, 875 HIDDEN LANE, GROSSE POINTE WOODS, WHO IS REQUESTING A PERMANENT GENERATOR BE INSTALLED IN THE EAST SIDE YARD AT A DISTANCE OF 3' FROM THE PROPERTY LINE. THIS REQUEST IS NONCOMPLAINT WITH SECTION 8-463, WHICH REQUIRES A PERMANENT GENERATOR BE PLACED BEHIND THE HOUSE AT A MINIMUM 15' FROM THE PROPERTY LINE. A VARIANCE IS THEREFORE REQUIRED.

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

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

Motion carried by the following vote:

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

The Building Official provided an overview of his memo dated November 6, 2020. He also stated an amendment to the generator ordinance has been drafted and is under review by the City Attorney.

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

Robert Flannery
875 Hidden Lane

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

Motion by Bryant, seconded by Gafa, that the public hearing be closed at 7:11p.m. PASSED UNANIMOUSLY.

Motion by McConaghy, seconded by Bryant, regarding Public Hearing: Generator – Robert Flannery, 875 Hidden Lane, that the City Council approve the variance request of Erik and Audrey Stephens, 875 Hidden Lane, to install the generator in the east side yard within 15' of the east property line based on the following:

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'x 24' rear yard patio as well as an addition to the home would make installation of a generator that complies 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. Approval be conditioned upon the generator installation be completed within six (6) months from today.

Motion by McConaghy, seconded by Bryant, that the previous motion be amended by inserting:

4. Screening be maintained to screen the generator from being seen from the street.

Motion carried by the following vote:

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

THE MEETING WAS THEREUPON OPENED AT 7:16 P.M. FOR A PUBLIC HEARING IN ACCORDANCE WITH CHAPTER 8, BUILDINGS AND BUILDING REGULATIONS, ARTICLE IX, FENCES, TO HEAR THE APPLICATION OF ERIK AND AUDREY STEPHENS, 2110 HAMPTON RD., GROSSE POINTE WOODS, MICHIGAN, WHO ARE REQUESTING PERMISSION TO ERECT A 6' WOOD PRIVACY FENCE WITHOUT HAVING OBTAINED WRITTEN CONSENT OF THE ADJOINING PROPERTY OWNERS. A VARIANCE IS THEREFORE REQUIRED.

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

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

Motion carried by the following vote:

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

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

Erik and Audrey Stephens
2110 Hampton

Mike Walter
2080 Lennon

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

Motion by Bryant, seconded by Koester, that the public hearing be closed at 7:23 p.m. PASSED UNANIMOUSLY.

Motion by Koester, seconded by Gafa, regarding Public Hearing: Fence Variance – Erik and Audrey Stephens, 2110 Hampton Rd., that City Council approve this variance request without the adjoining property owner's consent based on the following:

1. The adjoining neighbors to the east at 2104 Hampton and the Petitioner have been involved in numerous instances involving our Public Safety Department;
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 an answer;
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 vehicular traffic;
6. Special circumstances between the neighbors exists;
7. That installation of the fence be complete within 60 days from today.

Motion carried by the following vote:

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

THE MEETING WAS THEREUPON OPENED AT 7:27 P.M. FOR A PUBLIC HEARING IN ACCORDANCE WITH CHAPTER 8, BUILDINGS AND BUILDING REGULATIONS, ARTICLE IX, FENCES, TO HEAR THE APPLICATION OF MIKE WALTER, 2080 LENNON, GROSSE POINTE WOODS, WHO IS REQUESTING PERMISSION TO KEEP A PRIVACY FENCE CONSTRUCTED WITHOUT A PERMIT AND INSTALLED 7' FROM A STRUCTURE; 10' IS REQUIRED. A VARIANCE IS THEREFORE REQUIRED.

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

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

Motion carried by the following vote:

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

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

Mike Walter
2080 Lennon

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

Motion by Gafa, seconded by McMullen, that the public hearing be closed at 7:32 p.m. PASSED UNANIMOUSLY.

Motion by McMullen, seconded by McConaghy, regarding Public Hearing: Fence Variance – Michael Walter, 2080 Lennon, that the City Council deny the requested fence variance based on the following:

1. The situation is self-created as no permit or approvals were obtained prior to installation;
2. No unique conditions relative to the property exist to justify granting of this variance.

Motion failed by the following roll call vote:

Koester	No
McConaghy	Yes
McMullen	Yes
Novitke	Yes
Bryant	No
Gafa	No
Granger	No

Motion by Koester, seconded by Gafa, regarding Public Hearing: Fence Variance – Michael Walter, 2080 Lennon, that the City Council grant the variance to allow the fence to be constructed 7' from the structure.

Motion passed by the following roll call vote:

McConaghy	No
McMullen	No
Novitke	No
Bryant	Yes
Gafa	Yes
Granger	Yes
Koester	Yes

An **interview** was conducted **for Treasurer/Comptroller**. Deputy Treasurer/Comptroller, Shawn Murphy, provided an overview of her resume. No action was taken by the City Council.

Motion by Gafa, seconded by McConaghy, regarding **Budget Amendment: Great Lakes Water Authority**, that the City Council approve a budget amendment in the amount of \$290,995.27 from the Water/Sewer Fund Balance Account No. 592-000-697.000 into Water Service Account No. 592-537-815.000.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Gafa, regarding **Bank Account Signatories**, that the City Council authorize Deputy Treasurer/Comptroller Shawn Murphy and City Administrator Bruce Smith as authorized signers with the banks identified.

Motion carried by the following vote:

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

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

Motion carried by the following vote:

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

Hearing no objections, the Closed Executive Session was taken out of order and addressed next.

Motion by Bryant, seconded by Granger, that the Council recess the regularly scheduled Council meeting at 8:02 p.m. and convene in Closed Executive Session to consider attorney/client privilege communication and to consider certain actions regarding complaints brought against a public officer, employee, staff member, or individual agent, at which time the City Council may or may not reconvene in regular session to address additional items as necessary, in accordance with the Open Meetings Act 1976 PA 267.

Motion carried by the following roll call vote:

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

The Regular City Council Meeting reconvened at 8:21 p.m.

Motion by McConaghy, seconded by Bryant, regarding **Contract: 2020/21 Michigan Indigent Defense Council (MIDC) Grant Agreement**, that the City Council approve the 2020/21 MIDC Grant Agreement, authorize payment of the City's Local Share Contribution in the amount of \$3,147.75 with funds to be taken

from the MIDC Grant Fund Account No. 275-000-699.101, and authorize the Municipal Court Clerk to sign the contract.

Motion carried by the following vote:

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

Motion by Granger, seconded by McConaghy, regarding **Contract: Cross Connection Control Program**, that the City Council approve a three-year contract with HydroCorp to administer the Cross Connection Control Program from February 1, 2021, through January 31, 2024, at a cost of \$717.00 per month, a total cost over three years in the amount of \$25,812.00, funds to be taken from Water/Sewer Account No. 592-537-975.395.

Motion by Granger, seconded by McConaghy, that the previous motion be amended by adding, “and to authorize the City Administrator to sign said contract.”

Motion carried by the following vote:

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

Mayor Robert E. Novitke declared a **State of Disaster in the City of Grosse Pointe Woods** due to the COVID-19 pandemic by stating, “I, Mayor Robert E. Novitke, hereby declare a State of Disaster in Grosse Pointe Woods as outlined in the attached Declaration of State of Disaster.”

Motion by Bryant, seconded by Gafa, regarding **Resolution - Remote Meetings**, that the City Council adopt the Resolution to be effective January 1, 2021.

Motion by Bryant, seconded by Gafa, to amend the previous motion by inserting, “Confirming Declaration of State of Disaster and Establishing Rules for Remote Attendance and Participation in 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” after ‘Resolution’ and before ‘to be effective January 1, 2021.’

Motion carried by the following vote:

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

Motion by McMullen, seconded by Gafa, regarding **claims and accounts**, that the City Council approve payment of the following invoice:

- A. Plumbing and Mechanical Inspections
 - 1. McKenna Invoice No. 21849-30 11/05/20 - \$2,820.00;
Account No. 101-180-818.000.

Motion carried by the following vote:

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

No: None

Absent: None

Nobody wished to be heard under New Business.

Nobody wished to be heard under Public Comment.

Motion by Bryant, seconded by McConaghy, to adjourn tonight's meeting at 8:30 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD REMOTELY ON MONDAY, NOVEMBER 23, 2020.

The Facilitator's statement was read.

The meeting was called to order at 6:46 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
Deputy City Clerk Antolin
Facilitator/Administrative Clerk Miotto

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 City Council recess the Special City Council Meeting at 6:48 p.m. and convene in Closed Executive Session, to consider attorney/client privilege communication and to consider certain actions regarding complaints brought against a public officer, employee, staff member, or individual agent, 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.

Motion carried by the following roll call vote:

Novitke Yes

Bryant Yes

Gafa Yes

Granger Yes

Koester Yes

McConaghy Yes

McMullen Yes

City Council reconvened in regular session at 7:01 p.m.

The City Attorney provided an overview regarding the voluntary resignation of the Treasurer/Comptroller. Mr. Berschback stated that he prepared an agreement, which the Treasurer/Comptroller signed.

Motion by Bryant, seconded by Gafa, that the City Council accept Treasurer/Comptroller Cathrene Behrens's signed Separation Agreement and release of all claims, and directed the City Administrator to sign the agreement.

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 Mayor stated that the City Council recently interviewed Shawn Murphy for the position of Treasurer/Comptroller and no action was taken. He confirmed with the City Attorney that it would be appropriate, if the City Council wished, to appoint Shawn Murphy to the position of Treasurer/Comptroller. The appointment is conditioned upon there being a suitable contract that the City Attorney would negotiate and bring back to the City Council.

Motion by Bryant, seconded by Gafa, that the City Council appoint Shawn Murphy as the Treasurer/Comptroller subject to a suitable contract being entered into between Shawn Murphy and the City of Grosse Pointe Woods; with the City Attorney interfacing with the Mayor regarding the terms of the contract prior to Mr. Berschback discussing the terms of the contract with Ms. Murphy.

Motion carried by the following vote:

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

Nobody wished to be heard under Public Comment.

Motion by Bryant, seconded by Koester, to adjourn tonight's meeting at 7:18 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin
Deputy City Clerk

Robert E. Novitke
Mayor



MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF
GROSSE POINTE WOODS HELD REMOTELY ON MONDAY, NOVEMBER 16, 2020.

The Facilitator's statement was presented.

PRESENT: Mayor Novitke
Council Members Bryant, Gafa, Granger, Koester, McConaghy,
McMullen

ABSENT: None

ALSO PRESENT: City Administrator Smith
City Attorney Berschback
City Clerk Hathaway
Deputy Treasurer/Comptroller Murphy
Building Official Tutag
Facilitator/Deputy City Clerk Antolin

Mayor Novitke called the meeting to order at 6:49 p.m.

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

Motion carried by the following vote:

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

The purpose of today's meeting was to discuss **remote meetings**.

The City Attorney provided an overview of his letter and Legal Opinion dated November 11, 2020, and the proposed resolution. P.A. 228 of 2020, MCL 15.263(a) allows the Council to continue to meet remotely from January 1, 2021, through December 31, 2021. The Act provides for specific 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.

In order to continue with remote meetings being held beyond December 31, 2020, he stated a State of Disaster would need to be declared by the Mayor, which he has authority to do under state law and local ordinances. Once a disaster is declared and the Resolution adopted, virtual meetings will be permitted to continue. In the future, and as things change, the Council may revisit whether they want to appear remotely, not at all, or by way of some other type of hybrid attendance.

Nobody wished to be heard under New Business.

Nobody wished to be heard under Public Comment.

Motion by Bryant, seconded by Koester, that the meeting of the Committee-of-the-Whole be adjourned at 7:01 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE
POINTE WOODS HELD REMOTELY (ZOOM) ON MONDAY, NOVEMBER 23, 2020.

PRESENT*: 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
Deputy City Clerk Antolin
Administrative Clerk Miotto

The Facilitator's Statement was read.

Mayor Novitke called the meeting to order at 7:20 p.m.

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

Motion carried by the following vote:

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

The purpose of tonight's meeting was to conduct an interview for City Attorney with Timothy A. Dinan/Joel A. Harris and review information from the other candidates; York, Dolan & Tomlinson, P.C. and Rosati Schultz Joppich Amtsbuechler, P.C.

The Mayor confirmed the candidates had received and reviewed the duties and responsibilities list as prepared by the City Attorney. The Mayor requested Mr. Dinan and Mr. Harris to present an overview of their background and experience.

The next item is the follow-up with the firms York, Dolan & Tomlinson, P.C. and Rosati Schultz Joppich Amtsbuechler, P.C.

The City Attorney and City Administrator were asked to meet with both firms to go over their proposals and provide their recommendations. City Administrator Smith stated the meeting went very well and was pleased with the discussion regarding issues expressed by City Council.

The City Attorney stated that revised Engagement Letters from both firms have been submitted to the City Council. Both firms made clear to essentially look at each other's firm to act as back up attorneys when necessary.

In Thomas Schultz's revised letter, dated November 11, 2020, it was made clear that:

1. The \$150 per hour fee would apply across the board including any work on the annexation case. The current rate for annexation work is \$250 per hour;
2. Regarding drive time, it was proposed to charge for travel only in one direction (or 50% of the time) and suggested that after one year, to revisit and see if it is fair for all parties;
3. There would not be double billing except on rare occasions when they feel two attorneys are necessary;
4. From an administrative standpoint, if they need to withdraw as counsel they would give a 90-day notice.

The City Attorney stated that he feels the combined proposal of both firms will work very well. He has known Timothy Tomlinson for many years and worked with Thomas Schultz and Lisa Anderson for several months and has been impressed with their work. Mr. Berschback said their experience in municipal law is quite impressive.

The Candidates were given a last opportunity to speak on behalf of their firms.

The City Administrator provided an overview on the firms' reference checks and both firms had very high recommendations.

The Committee wanted to know who will be attending the Council meetings. The firms stated that Lisa Anderson or Steven Joppich of Rosati, Schultz, Joppich, & Amtsbuechler, would usually be attending the City Council meetings.

The Committee addressed Item #12 (Matters not handled by the City Attorney) from the list of Duties/Responsibilities of the City Attorney. The City Attorney and both firms concurred that they feel comfortable with the current firms handling these matters: Miller Canfield for bond matters, McGraw-Morris for insurance defense, and Tom Fleury for Union employment matters.

Motion by Bryant, seconded by McMullen, regarding appointment of City Attorney, that the Committee-of-the-Whole recommend to the City Council that the City Council engage the two firms of Rosati, Schultz, Joppich, & Amtsbuechler, P.C., and York, Dolan, & Tomlinson, P.C. as the City Attorneys for the City of Grosse Pointe Woods and to direct the City Administrator to enter into the retention for legal services agreements that have been submitted by those firms, respectively dated November 11, 2020, and November 6, 2020.

Motion by Bryant, seconded by McMullen, to amend the previous motion by omitting "City Administrator to enter into" and inserting "Mayor to sign".

NOTE



Motion carried by the following roll call vote:

Bryant	Yes
Gafa	No
Granger	Yes
Koester	Yes
McConaghy	No
McMullen	Yes
Novitke	Yes

The City Attorney will notify the candidates that were not selected for the City Attorney position.

There was a consensus with the Committee not to meet on November 30, 2020.

Hearing no objections, the following item was discussed under New Business:

- Council Member McConaghy addressed an issue regarding the mechanism used to determine the authority of the City Administrator/Manager over other departments such as Treasurer/Comptroller and City Clerk. Charter revision may be required. The City Attorney was directed to review the charter and give an update to the City Council.

Nobody wished to be heard under Public Comment.

Motion by McMullen, seconded by Koester, that the meeting of the Committee-of-the-Whole be adjourned at 8:15 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin
Deputy City Clerk

Robert E. Novitke
Mayor

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 30, 2020

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

RECEIVED
DEC -1 2020
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

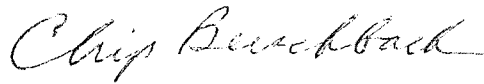
RE: New City Attorney Agreements

Dear Mayor and Council:

In accordance with the discussions during the Committee of the Whole meeting on November 23, 2020, I have attached a copy of the letters submitted by Rosati Schultz dated November 11, 2020 and York, Dolan & Tomlinson dated November 6, 2020. No changes to these documents have been made since your review of them on November 23, 2020.

Based on the recommendation of the Committee of the Whole, it would be the prerogative of Council to hire the firms of Rosati Schultz Joppich Amtsbuechler, and York, Dolan & Tomlinson as City Attorneys pursuant to the Sharing/Division of City Attorney Services attached to the firms' agreements, and authorize the Mayor to sign the Agreements. If you have any questions please call.

Very truly yours,



CHIP BERSCHBACK

CTB:gmr

Enclosures

cc: Bruce Smith
Lisa Hathaway
Thomas Schultz, Esq.
Lisa Anderson, Esq.
Timothy Tomlinson, Esq.

YORK, DOLAN & TOMLINSON, P.C.

Attorneys and Counselors at Law
22600 Hall Road, Suite 205
Clinton Township, Michigan 48036
586-263-5050
Fax 586-263-4763

John A. Dolan (jdolan@yorkdolanlaw.com)
Timothy D. Tomlinson (ttomlinson@yorkdolanlaw.com)

Fred A. York (1930-1989)

November 6, 2020

Ms. Lisa Kay Hathaway
City Clerk/F.O.I.A. Coordinator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: Retention of Legal Services - Amended

Dear Ms. Hathaway:

I have been asked to provide you with information about our law firm for the City's consideration in selecting new general counsel to provide city attorney services on an ongoing basis. Please accept this correspondence as an expression of our willingness to serve the City in such capacity should you so desire.

I have enclosed a firm resume about our firm and John (Jack) Dolan and I, the attorneys who would be involved in providing services to the City. I would be the firm's primary contact with the City. In my absence, Mr. Dolan would handle matters on our behalf. In the event both of us are unavailable, we would turn to Rosati, Schultz, Joppich & Amtsuchler, P.C. to assist us as further discussed below.

Possible Joint Representation with Rosati, Schultz, Joppich & Amtsuchler, P.C.

We understand that we are not the only firm that the City has reached out to for firm resumes. We have spoken with Thomas Schultz of Rosati, Schultz, Joppich & Amtsuchler, P.C. Because our firms have worked well together in the past, we determined that it might be helpful to the City if we explored a collaboration or joint representation of the City. To that end, you will see our cover letters being similar so as to address similar concerns.

If the City is interested in such an arrangement, we have prepared, with Mr. Schultz, a possible list of shared city attorney services and a breakdown of who might do what. Obviously, whether to enter into such an arrangement is a decision for the City. Given our synergies, we believe the City would benefit from our joint expertise.

Ms. Lisa Kay Hathaway
City Clerk/F.O.I.A. Coordinator
City of Grosse Pointe Woods
November 6, 2020
Page 2

General Terms of Service

Our firm would serve the City at the following *blended* hourly rates: Shareholders \$155.00 and Associates at \$145.00. Unless directed otherwise, we would bill all services on a monthly basis for the previous month's activities. Each billing will identify the attorney performing the work, the matter on which the attorney worked, a description of the work performed, and the time spent on the task. The time of legal services will be billed in increments of 1/10 (0.1) of an hour (6 minutes.) For example, if 18 minutes are spent preparing a brief letter, the charge will be 3/10 (0.3) of an hour.

It is our practice to provide our clients with a detailed description of our billing entries. This will enable the City Administration to clearly and easily identify the project that each entry relates to and exactly what work was done on that project in the amount of time identified. We believe that you should not have to guess at what services were rendered on your behalf or spend time finding out. Although we find that this practice virtually eliminates billing questions and issues, we always welcome the opportunity to discuss and address any concerns should they arise. Furthermore, our billing system allows flexibility in terms of how billings are formatted and organized. As such, upon request, we will do everything we can to customize our billing statements in a manner that will assist the City Administration in effectively and efficiently processing them.

Of additional note, our firm carries a professional liability insurance policy in the amount of \$2,000,000.00 per occurrence/\$2,000,000.00 per aggregate through Aspen American Insurance Company. A copy of our Certificate of Liability Insurance will be provided upon request at any time. If the City decides to proceed with our firm as its legal counsel, for this we will remain insured for legal malpractice with these policy limits throughout our representation of the City.

With regard to the duration of our representation, we do not believe it appropriate to bind the City, as a client, to our firm for any period of time. As such, the City may terminate our services at any time, with or without advance notice, and for any reason or no reason at all. However, in the unlikely event that we were to discontinue our relationship, we would provide the City at least ninety (90) days advance written notice to give the City an opportunity to find new representation, as long as our Rules of Professional Conduct do not direct otherwise.

As a final matter, the Michigan Rules of Professional Conduct indicate that my firm and I carry certain ethical obligations to avoid conflicts with existing, former, and prospective clients. In anticipation of potentially being retained by the City, we have checked our firm's data base and

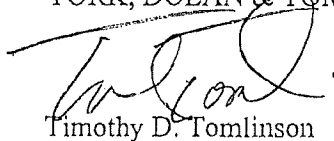
Ms. Lisa Kay Hathaway
City Clerk/F.O.I.A. Coordinator
City of Grosse Pointe Woods
November 6, 2020
Page 3

have not identified any potential conflicts of interest relative to the City other than representation of the Southeast Macomb Disposal Authority of which the City is indirectly associated with through its affiliation with the Milk River Drainage District. If any conflict should arise, directly or indirectly, we would promptly notify the City of same.

We would be honored to serve the City of Grosse Pointe Woods as its legal counsel, and we sincerely appreciate the opportunity to submit these materials to you for consideration. If the City desires to retain our services as provided in this letter, please sign in the space provided below and return a copy to my attention.

Very truly yours,

YORK, DOLAN & TOMLINSON, P.C.



Timothy D. Tomlinson

TDT/jabh

Accepted:
CITY OF GROSSE POINTE WOODS

BY: _____

ITS: _____

Approved for Signature

Charles T. Berschback
City Attorney

Date: _____

**GROSSE POINTE WOODS
SHARING/DIVISION OF CITY ATTORNEY SERVICES
CONCEPTUAL BREAKDOWN OF RESPONSIBILITIES**

This document outlines a possible splitting up of City Attorney services for the City of Grosse Pointe Woods between two law firms – York, Dolan, & Tomlinson, PC (YDT) and Rosati, Schultz, Joppich & Amtsbuechler, PC (RSJA). The categories listed track the general duties performed by general counsel on behalf of local municipalities.

YDT

- Municipal Court (Prosecutions)
 - Department of Public Safety
- Planning and Zoning
 - Planning Office, including day-to-day advice, zoning ordinance review/drafting and enforcement
 - Planning Commission, advise and attend meetings
- Building Department
 - Construction code analysis and advice
 - Enforcement of state and local construction codes
- Public Works
 - DPW assistance, day-to-day
 - Engineering
 - Plan review
 - Water and Sewer
 - Contract review
 - Ordinance drafting and review
 - Backups
 - Coordinate with GLWA, Detroit, Wayne County

RSJA

- General City Administration
 - All aspects of general city administration
 - Department assistance day-to-day for
 - City Administrator
 - HR (see below)
 - Parks and Recreation
 - Finance
 - Clerk (FOIA, elections, notices)
 - Assessor
 - Contract review
 - General ordinance drafting and review
- Attend City Council meetings
- Zoning Board of Appeals, advise and attend meetings
- Litigation (not covered by insurance)
- MTT

Labor/Employment – For discussion

THOMAS R. SCHULTZ
tschultz@rsjalaw.com

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



ROSATI SCHULTZ
JOPPICH | AMTSBUECHLER

November 11, 2020

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

RE: Retention of Legal Services

Dear Ms. Hathaway:

I have been asked to provide you with information about our law firm for the City's consideration in selecting new general counsel to provide city attorney services on an ongoing basis. I have enclosed a firm resume describing our firm, along with the professional biographies of the attorneys who would be involved in providing services to the City. I would also invite you to visit our website at www.rsjalaw.com for more information and news about our firm.

Lisa Anderson, Steve Joppich, and I would be the firm's primary contacts with the City, but others involved would include Lisa Hamameh and Stephanie Morita. We use a "team" approach for representing our clients; while we all have areas of municipal law we concentrate in, everyone in the firm pitches in as needed.

Possible Joint Representation with York, Dolan & Tomlinson

We understand that we are not the only firm that the City has reached out to for firm resumes. We have spoken with Tim Tomlinson of York, Dolan & Tomlinson. Because our firms have worked well together in the past, and because the City has used both our services in the past, we determined that it might be helpful to the City if we explored a collaboration or joint representation of the City. To that end, you will see our cover letters being similar so as to address similar concerns. The intention is that the two firms would, in addition to the services provided in the attached, be available to each other as "back up" for all services provided.

If the City is interested in such an arrangement, we have prepared, with Mr. Tomlinson, a possible list of shared city attorney services and a breakdown of who might do what. Obviously, whether to enter into such an arrangement is a decision for the City.

General Terms of Service

Our firm would serve the City at the following *blended* hourly rates: Shareholders \$155.00 and Associates at \$145.00. (If we are retained under this agreement, we would also agree to reduce the fee we are currently charging the City as special counsel to this hourly rate as well.) Unless directed otherwise, we would bill all services on a monthly basis for the previous month's activities. Each billing will identify the attorney performing the work, the matter on which the

attorney worked, a description of the work performed, and the time spent on the task. The time of legal services will be billed in increments of 1/10 (0.1) of an hour (6 minutes.) For example, if 18 minutes are spent preparing a brief letter, the charge will be 3/10 (0.3) of an hour. We acknowledge that there is some distance between our main offices (in Farmington Hills) and the City. At this point, however, it is not clear how often we will be at the City offices. We propose that, for now, the firm charge for travel only one direction (or 50% time). After a period of time (perhaps a year), we can revisit the issue and make sure it is fair for both of us.

. As mentioned above, we expect that there will be more than one attorney performing services for the City at any given time. We generally do not "double-bill," however; we will make every effort to make sure that work is not duplicated and that the use of more than one attorney on an issue at a time is kept to a minimum.

It is our practice to provide our clients with a detailed description of our billing entries. This will enable the City Administration to clearly and easily identify the project that each entry relates to and exactly what work was done on that project in the amount of time identified. We believe that you should not have to guess at what services were rendered on your behalf or spend time finding out. Although we find that this practice virtually eliminates billing questions and issues, we always welcome the opportunity to discuss and address any concerns should they arise. Furthermore, our billing system allows flexibility in terms of how billings are formatted and organized. We will do everything we can to customize our billing statements in a manner that will assist the City Administration in effectively and efficiently processing them.

Our firm carries a professional liability insurance policy in the amount of \$5,000,000.00 per occurrence/\$5,000,000.00 per aggregate and a commercial general liability policy in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate through Professional Concepts Insurance Agency, Inc. A copy of our Certificate of Liability Insurance would be provided upon request at any time. If the City decides to proceed with our firm as its legal counsel, we will remain insured for legal malpractice with these policy limits throughout our representation of the City.

With regard to the duration of our representation, we do not believe it appropriate to bind the City, as a client, to our firm for any period of time. As such, the City may terminate our services at any time, with or without advance notice, and for any reason or no reason at all. However, in the unlikely event that we were to discontinue our relationship, we would provide the City at least ninety (90) days advance written notice to give the City an opportunity to find new representation, as long as our Rules of Professional Conduct do not direct otherwise.

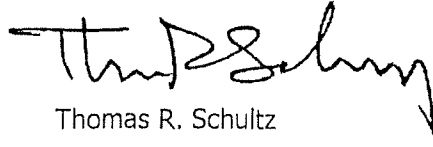
As a final matter, the Michigan Rules of Professional Conduct indicate that the firm has certain ethical obligations to avoid conflicts with existing, former, and prospective clients. In anticipation of potentially being retained by the City, we have checked our firm's data base and have not identified any conflicts of interest relative to the City.

We would be honored to serve the City of Grosse Pointe Woods as its legal counsel, and we sincerely appreciate the opportunity to submit these materials to you for consideration. If the City desires to retain our services as provided in this letter, please sign in the space provided below and return a copy to my attention.

November 11, 2020
Page 3

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Thomas R. Schultz

TRS/jah
Enclosure

Accepted:

CITY OF GROSSE POINTE WOODS

BY: _____

ITS: _____

Approved for Signature

Charles T. Berschback
City Attorney

Date: _____

**GROSSE POINTE WOODS
SHARING/DIVISION OF CITY ATTORNEY SERVICES
CONCEPTUAL BREAKDOWN OF RESPONSIBILITIES**

This document outlines a possible splitting up of City Attorney services for the City of Grosse Pointe Woods between two law firms – York, Dolan, & Tomlinson, PC (YDT) and Rosati, Schultz, Joppich & Amtsbuechler, PC (RSJA). The categories listed track the general duties performed by general counsel on behalf of local municipalities.

YDT

- Municipal Court (Prosecutions)
 - Department of Public Safety
- Planning and Zoning
 - Planning Office, including day-to-day advice, zoning ordinance review/drafting and enforcement
 - Planning Commission, advise and attend meetings
- Building Department
 - Construction code analysis and advice
 - Enforcement of state and local construction codes
- Public Works
 - DPW assistance, day-to-day
 - Engineering
 - Plan review
 - Water and Sewer
 - Contract review
 - Ordinance drafting and review
 - Backups
 - Coordinate with GLWA, Detroit, Wayne County

RSJA

- General City Administration
 - All aspects of general city administration
 - Department assistance day-to-day for
 - City Administrator
 - HR (see below)
 - Parks and Recreation
 - Finance
 - Clerk (FOIA, elections, notices)
 - Assessor
 - Contract review
 - General ordinance drafting and review
- Attend City Council meetings
- Zoning Board of Appeals, advise and attend meetings
- Litigation (not covered by insurance)
- MTT

Labor/Employment – For discussion

Commissioner Approved
11/10/20

5C



Citizen's Recreation Commission Meeting Minutes
Meeting of the Citizen's Recreation Commission was held on October 13, 2020
at Grosse Pointe Woods, Michigan.

CALLED TO ORDER: 7:05

PRESENT:

Angela Brown
Lindsey Fratarolli
Gib Heim
Barb Janutol
Mark Miller
Sarah Seger
Amanda York

ABSENT:

Tom Jerger
Tony Rennpage

ALSO, PRESENT:

Art Bryant and Nicole Gerhart

APPROVAL OF THE AGENDA:

Motion was made for acceptance of the agenda for October 13, 2020 by Mark Miller, and seconded by Gib Heim.

Approval of motion:

Yes: Brown, Fratarolli, Heim, Janutol, Miller, Seger, and York.

No: None

Absent: Jerger and Rennpage

APPROVAL OF THE MINUTES:

Motion to accept the minutes from September 15, 2020 was made by Gib Heim and seconded by Angela Brown.

Approval of motion:

Yes: Brown, Fratarolli, Heim, Janutol, Miller, Seger, and York.

No: None

Absent: Jerger and Rennpage

COUNCIL MEETING REPORT:

- Councilman Bryant assured us that any possible questions surrounding the legality of zoom meetings for Council, Commissions and Committees of the City of Grosse Pointe Woods were answered with a resolution passed by City Council regarding this matter.
- Chene Trombley Park improvements are currently being discussed. The Grosse Pointe Woods Foundation is interested in facilitating some of the

improvements. We will be updated by Councilman Bryant when information regarding a plan is available.

- Our municipal facility is being renamed in honor of Mayor Novitke at a ceremony on Friday, October 23rd at 2:30pm.

SUPERVISOR'S REPORT:

- Planning is ongoing for social distancing or virtual events.
- Currently, citizens are invited to participate in a "Scarecrow Making" contest with categories of scariest, happiest, and most creative. Entries will be accepted through November 8th.
- Fitness classes have resumed. The increased interest along with the limited class size have necessitated pre-registration for each class time. More classes have been added to allow as many citizens to participate as limited participation/time allows.

OLD BUSINESS:

- Winter Fest 2021 has been cancelled due to Covid gathering recommendations. This is in line with the discussion Ms. Gerhart had recently with other local Park Supervisors at their regional meeting.
- Our budget request to City Council for Winterfest 2021 funding was not approved at this time, but can be revisited later if needed.
- Some virtual events discussed by members for possible consideration:
 - Snowman Contest
 - Virtual princesses
 - Outdoor Drive-in Movie
 - Ice sculpture viewing/presentation
 - Scavenger Hunt
- Sharing of ideas and more discussion will take place at our next meeting.
- The DIA Inside Out program application for next year will be submitted by Amanda York by the October 19th deadline. Hopefully we will be considered again due to our very abbreviated showing this year.
- Kayak storage and ramp update:
 - A new design/placement is being considered that is not directly attached to the fishing pier and would include a break wall.
 - DEQ approval is needed before any decisions can be made.

NEW BUSINESS:

- There are a few applicants for open Commission seats that have been submitted. Amanda York will request that the City Clerk's office let these folks know that the Citizen's Recreation Commission is full, but we will consider their applications, should a seat open in the future.

ADJOURNMENT:

Motion was made to adjourn the meeting by Gib Heim and seconded by Mark Miller.

Approval of Motion:

Yes: Brown, Fratarolli, Heim, Janutol, Miller, Seger, and York.

No: None

Absent: Jerger and Rennpage

Meeting Adjourned at 7:59 pm.

Respectfully submitted by: Barb Janutol, Secretary of the Grosse Pointe Woods Citizen's Recreation Commission.

City of Grosse Pointe Woods
City Council
20025 Mack Plaza Avenue
Grosse Pointe Woods, MI
48236-2739

16 October 2020
1584 Huntington Blvd.
Grosse Pointe Woods, MI
48236-2533

6A
RECEIVED
OCT 15 2020
CITY OF GROSSE PTE. WOODS
BUILDING DEPT

Subject: Request for Location Variance for Emergency Electrical Generator

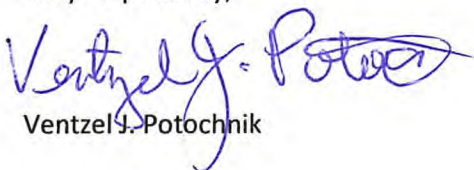
I recently explored obtaining and having installed a permanent emergency electrical generator. I chose CRG Electric LLC of Willis, Michigan to do the total job. Upon applying to Grosse Pointe Woods Building Department for the necessary permits, the current proposed location was turned down. According to Grosse Pointe Woods Ordinance #860, Section 8-463, the generator must be located behind the residence and at least 15 feet from any property line. The proposed location is behind the house but only 9 feet from the side lot line.

I request a variance to Ordinance #860, Section 8-463 to allow installation as proposed which is 9 feet from the side lot line. In order to comply with the referenced ordinance, the generator would sit right in the middle of the patio if placed in the arc that the city allows. The back of the residence has a brick patio that was installed at a cost of approximately \$10,000 in 2006. Placing the unit in the middle of the patio would severely compromise the usage and utility of this costly investment. Additionally, a gas line and electrical connections would also have to be provided which may require underground excavation involving said patio, further compromising its utility and incurring additional unnecessary costs.

Allowing the generator to be installed at the proposed location 9 feet from the lot line, the noise decibel rating to the lot line would remain the same as locating the generator in the middle of the patio. Also, the generator would be located next to the AC unit with easy access to electrical and natural gas connections and facilitate maintenance and operation.

I look forward to your timely consideration for the variance this resident requests.

Very respectfully,


Ventzel J. Potochnik

RECEIVED

OCT 20 2020



CITY OF GROSSE POINTE WOODS
20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236-2397
BUILDING DEPARTMENT
(313) 343-2426
Fax (313) 343-2439

RECEIVED

GENERATOR APPLICATION

AUG 26 2020

(Electrical & Mechanical Applications required by Licensed Contractors) CITY OF GROSSE PTE. WOODS
BUILDING DEPT

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:

*Marianne

*check on job

APPLICANT/PROPERTY NAME & ADDRESS:

CRG-Electric LLC P.O. Box 2183 Belleville 48112

PHONE: 734-757-4308 e-MAIL: Service@crgelectricllc.com

The below items must be presented with this application:

ELECTRICAL Application: ☒
Must be licensed contractor

MECHANICAL Application: ☒
Must be licensed contractor

SITE PLAN/DRAWING: ☐

Rear yard installation only. Must be 15' from any property line. Show location of proposed generator with distance from any operable window or door (min 5')

GENERATOR/MODEL SPECS SHEET: ☒

TRANSFER SWITCH WARNING: ☒

APPLICANT'S SIGNATURE

DATE

APPROVED: _____

DENIED: _____

DATE: _____

15' min from SIDE Lot Line
9' shown 8-463



CITY OF GROSSE POINTE WOODS

20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236-2397
BUILDING DEPARTMENT
Phone 313.343.2426/Fax 313.343.5667

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AUG 24 2020

ELECTRICAL PERMIT

CITY OF GROSSE PTE. WOODS
BUILDING DEPT

GPW LOCATION: 1584 Huntington OWNER Vince Potochinik PHONE # _____
CONTRACTOR CRG Electric LLC PHONE/FAX # 734-757-4308 CELL #: _____
ADDRESS P.O. Box 2183 Belleville 48112 EMAIL service@crgelectricllc.com
REMARKS Installation of a 14 RCA Kohler generator.

DESCRIPTION	PRICE PER UNIT	NO. OF UNITS	TOTAL	DESCRIPTION	PRICE PER UNIT	NO. OF UNITS	TOTAL
BASE FEE			\$75				
CIRCUITS				MOTORS			
1 st Circuit	\$15			¼ to 10 hp/ea..	\$15	1	20
Each Additional Circuit	6			11 hp to 30 hp/ea.	20		
Rough Inspection	25			31 hp to 50 hp/ea.	30		
FIXTURES				AIR CONDITIONING			
1 ST 25 Fixtures or Lamps	20			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			1 st Heat or Smoke Det.	15		
Sub panels	25			Each Add. Detector	6		
Replace service entrance	15			1 st Device or Pull	15		
				Each Additional	6		
SIGN CIRCUITS							
1 ST Circuit-Connection	25			FEEDERS			
Each additional circuit (same sign)	5			Bus ducts, wireways			
				or conduits 1 st 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		
Title VII/Property Maintenance	50						
				TOTAL PERMIT		95	



CITY OF GROSSE POINTE WOODS

20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236-2397
BUILDING DEPARTMENT
Phone 313.343.2426/Fax 313.343.5667

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AUG 24 2020

CITY OF GROSSE POINTE WOODS
BUILDING DEPT

MECHANICAL PERMIT

LOCATION: 1584 Huntington OWNER Vince Potochnik PHONE # _____
CONTRACTOR Dudek Heating & Cooling PHONE # 734-730-9733 CELL # _____
ADDRESS 11681 Rawsonville email: dudekheat@gmail.com REG # _____ /\$45
(valid thru duration of state license)
REMARKS Installation of a 14 RCA Kohler generator.

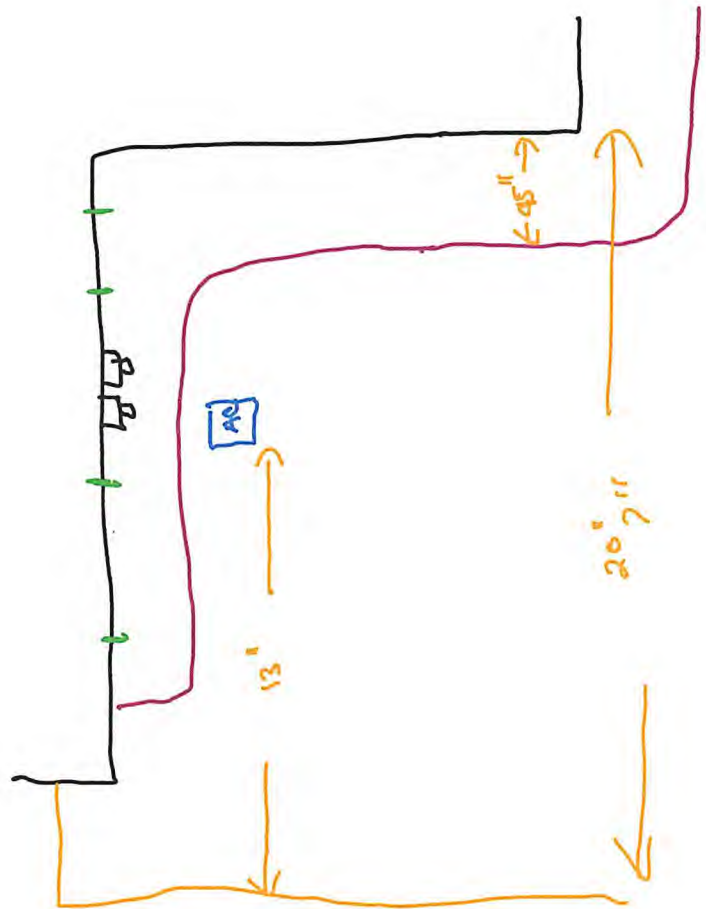
DESCRIPTION	PRICE PER UNIT	NO. OF UNITS	TOTAL	DESCRIPTION	PRICE PER UNIT	NO. OF UNITS	TOTAL
BASE FEE			\$75				
				Chiller	80		
GAS/OIL BURNER				Evaporator Coils	25		
Up to 150,000 BTU	\$30			Cooling Towers	35		
Over 150,000 BTU							
(Per 10,000 BTU)	6			Compressor/Condenser			
Solid Fuel Equipment	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		
VENTILATION/EXHAUST SYSTEMS				276 to 500 Gal.	15		
				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 Installation (add'l)	20		
Heat Recovery Systems	50			Removal of Tanks	25		
DUCTWORK							
1 st 200 L.F.	30			Pre-Fab Fireplace	60		
Each additional 100 L.F.	10			w/gas piping	70		
Humidifiers	20			Radiant Heat	30		
Air Cleaners	20						
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		
Heat Pump Under 5 hp/Geo Thermal	20			Hourly Rate	30		
Heat Pump 6 hp-50 hp/Geo Thermal	35			Re-Inspection Fee	50		
AC Under 5 hp	30						
AC 6 hp and up	40			TOTAL PERMIT		85	

Kurt Ruelke

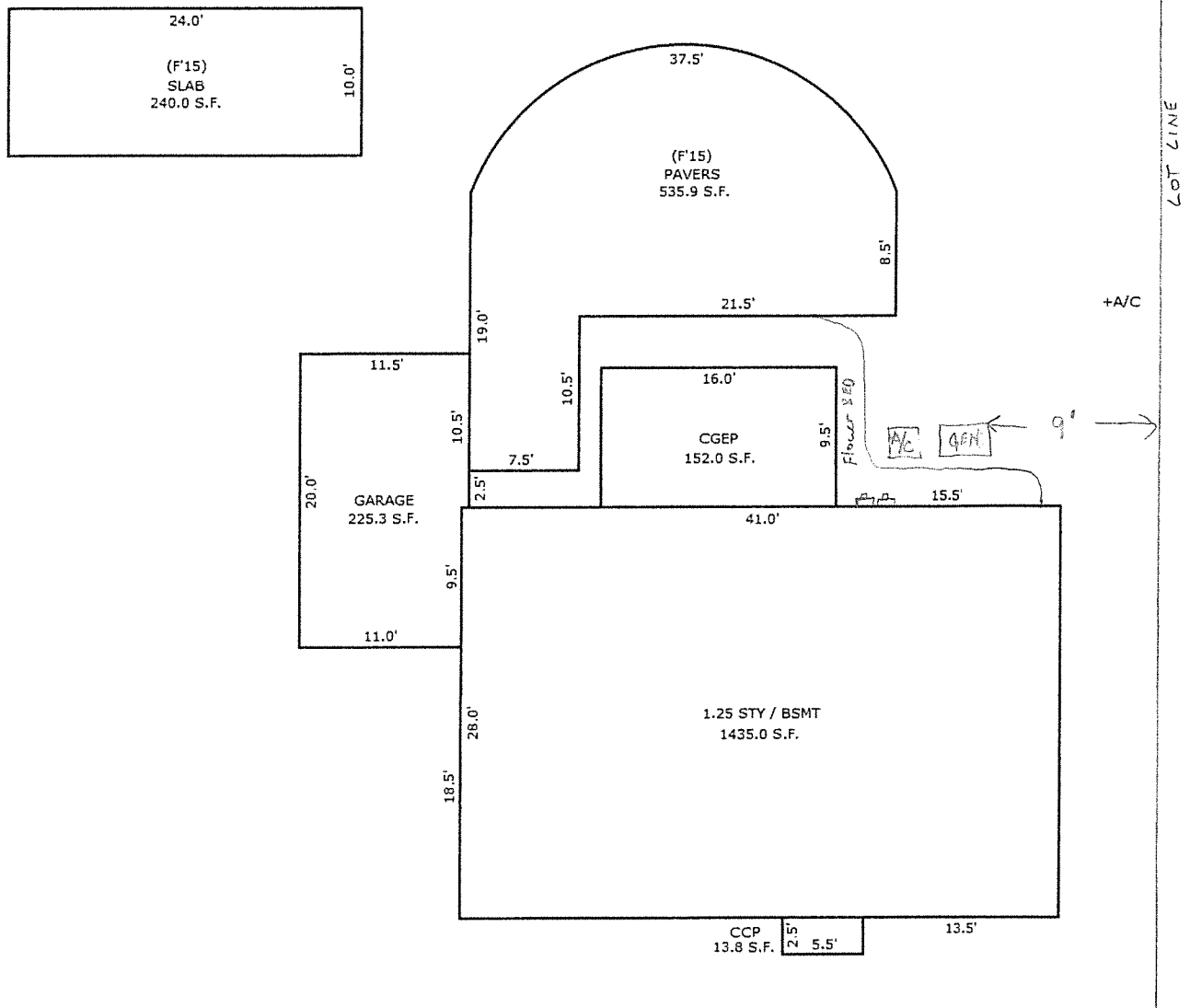
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AUG 24 2020

CITY OF GROSSE PTE. WOODS
BUILDING DEPT



Image/Sketch for Parcel: 012 01 0386 000



Sketch by Apex Sketch

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RECEIVED
 AUG 24 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

RECEIVED
OCT 15 2020
CITY OF GROSSE PTE. WOODS
BUILDING DEPT

Home Generator Unit Placement Approval

I, Mark Criger, residing at
1570 HUNTINGTON, hereby approve my neighbor at
1584 HUNTINGTON to install a new Home Generator Unit on their
property beside their house (between our homes).

Mark Criger Mark Criger 10-13-2020
Please Print and Sign Date
586-292-2490



The Kohler® Advantage

- **High Quality Power**
Kohler home generators provide advanced voltage and frequency regulation along with ultra-low levels of harmonic distortion for excellent generator power quality to protect your valuable electronics.
- **Extraordinary Reliability**
Kohler is known for extraordinary reliability and performance and backs that up with a premium 5-year or 2000 hour limited warranty.
- **Powerful Performance**
Exclusive Powerboost™ technology provides excellent starting power. The Kohler 14 kW generator can easily start and run a 5 ton air conditioner. §
- **Aluminum Enclosure**
 - Attractive aluminum enclosure allows installation as close as 18 inches from your home or small business. †
 - Enclosure panels can be removed without tools to allow easy access for maintenance and service.

Standard Features

- **RDC2 Controller**
 - One digital controller manages both the generator set and transfer switch functions (with optional Model RXT).
 - Electronic speed control responds quickly to varying demand.
 - OnCue® Plus Generator Management System for remote monitoring is included with the generator.
- **Kohler Command PRO Engine Features**
 - Kohler Command PRO® OHV engine with hydraulic valve lifters for reliable performance without routine valve adjustment or lengthy break-in requirements.
- **Designed for Easy Installation**
 - Sturdy aluminum base can be mounted on gravel or a concrete mounting pad.
 - Fuel and electrical connections through the enclosure wall eliminate the need for stub-ups through the base.
 - Customer connection terminal block located near the controller allows easy access for field wiring.
 - Designed for outdoor installation only.
- **Certifications**
 - Meets emission regulations for U.S. Environmental Protection Agency (EPA) with both natural gas and LPG.
 - UL 2200/cUL listed (60 Hz model).
 - CSA certification available (60 Hz model).
 - Accepted by the Massachusetts Board of Registration of Plumbers and Gas Fitters.
 - Meets 181 mph wind rating.
- **14RCAL models packaged with a Model RXT automatic transfer switch are available. See page 4 and the Model RXT ATS specification sheet.**
- **Warranty**
 - 5-year/2000 hour limited warranty for on-grid (standby) applications in locations served by a reliable utility source.
 - 18 month/1000 hour limited warranty for off-grid (non-standby) applications.

Generator Ratings

Alt.	Voltage	Phases	Hz	Standby Ratings				Non-Standby Ratings				Line Circuit Breaker	
				Natural Gas		LPG		Natural Gas		LPG		Amps	Poles
				kW/ kVA	Amps	kW/kVA	Amps	kW/ kVA	Amps	kW/ kVA	Amps		
2F5	120/240	1	60	12/12	50	14/14	58	12/12	50	14/14	58	70	2
	120/208	3	60	12/15	41	13/16	45	12/15	41	13/16	45	50	3
2G5	120/240	3	60	12/15	36	13/16	39	12/15	36	13/16	39	50	3
	277/480	3	60	12/15	18	13/16	20	12/15	18	13/16	20	25	3

Note: The line circuit breaker is automatically selected based on the generator set model and voltage configuration.

RATINGS: Standby ratings apply to installations served by a reliable utility source. All single-phase units are rated at 1.0 power factor. The standby rating is applicable to variable loads with an average load factor of 80% for the duration of the power outage. No overload capacity is specified at this rating. Ratings are in accordance with ISO-3046/1, BS5514, AS2789, and DIN 6271. **GENERAL GUIDELINES FOR DERATING:** ALTITUDE: Derate 4% per 305 m (1000 ft.) elevation above 153 m (500 ft.). TEMPERATURE: Derate 2% per 5.5°C (10°F) temperature increase above 16°C (60°F). Availability is subject to change without notice. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever. Contact your local Kohler Co. generator distributor for availability.

§ Check the appliance manufacturer's specifications for actual power requirements. Consult a Kohler® Power Systems professional to calculate your exact residential power system requirements.

† Meets NFPA guidelines for 18 inch clearance to combustible materials. Check state and local codes for minimum distance required from a structure.

Alternator Specifications

Alternator Specifications

Specifications	Alternator
Manufacturer	Kohler
Type	2-Pole, Rotating Field
Leads, quantity	
2F5	4
2G5	12
Voltage regulator	Digital
Insulation:	NEMA MG1-1.66
Material	Class H
Temperature rise	130°C Standby
Bearing: quantity, type	1, Sealed
Coupling	Direct
Amortisseur windings	Full
Voltage regulation, no-load to full-load RMS	± 1.0%
One-step load acceptance	100% of Rating
Peak motor starting kVA: (35% dip for voltages below)	
240V, 1 ph	2F5 (4 lead) 33 (60 Hz)
240 or 480 V, 3 ph	2G5 (12 lead) 54 (60 Hz)

Alternator Features

- Compliance with NEMA, IEEE, and ANSI standards for temperature rise.
- Self-ventilated and drip-proof construction.
- Windings are vacuum-impregnated with epoxy varnish for dependability and long life.
- Superior voltage waveform and minimum harmonic distortion from skewed alternator construction.
- Digital voltage regulator with ±1.0% no-load to full-load RMS regulation.
- Rotating-field alternator with static exciter for excellent load response.
- Total harmonic distortion (THD) from no load to full load with a linear load is less than 5%.

Application Data

Engine

Engine Specifications	
Manufacturer	Kohler
Engine: model, type	CH740 4-Cycle
Cylinder arrangement	V-2
Displacement, cm ³ (cu. in.)	725 (44)
Bore and stroke, mm (in.)	83 x 67 (3.27 x 2.64)
Compression ratio	9:1
Main bearings: quantity, type	2, PTO Side-Load Sleeve Bearings
Rated RPM	
60 Hz	3600
Max. engine power at rated rpm, kW (HP)	
LPG, 60 Hz	17.6 (23.6)
Natural gas, 60 Hz	15.3 (20.5)
Cylinder head material	Aluminum
Valve material	Steel/Stellite®
Piston type and material	Aluminum Alloy
Crankshaft material	Heat Treated, Ductile Iron
Governor: type	Electronic
Frequency regulation, no load to full load	Isochronous
Frequency regulation, steady state	±0.5%
Air cleaner type	Dry

Exhaust

Exhaust System	
Exhaust temperature exiting the enclosure at rated kW, dry, °C (°F)	260 (500)

Lubrication

Lubricating System	
Type	Full Pressure
Oil capacity (with filter), L (qt.)	1.8 (1.9)
Oil filter: quantity, type §	1, Cartridge
Oil cooler	Integral
§ Kohler recommends the use of Kohler Genuine oil and filters.	

Fuel Pipe Size

Minimum Gas Pipe Size Recommendation, in. NPT		
Pipe Length, m (ft.)	Natural Gas 193,000 Btu/hr.	LPG 203,000 Btu/hr.
8 (25)	3/4	3/4
15 (50)	1	3/4
30 (100)	1	1
46 (150)	1 1/4	1
61 (200)	1 1/4	1

Engine Electrical

Engine Electrical System	
Ignition system	Electronic, Capacitive Discharge
Starter motor rated voltage (DC)	12
Battery (purchased separately):	
Ground	Negative
Volts (DC)	12
Battery quantity	1
Recommended cold cranking amps:	
(CCA) rating for -18°C (0°F)	500
Group size	51

Fuel Requirements

Fuel System		
Fuel types	Natural Gas or LPG	
Fuel supply Inlet	1/2 NPT	
Fuel supply pressure, kPa (in. H ₂ O):		
Natural gas	1.2-2.7 (5-11)	
LP	1.7-2.7 (7-11)	

Fuel Composition Limits *	Nat. Gas	LPG
Methane, % by volume (minimum)	90 min.	—
Ethane, % by volume (maximum)	4.0 max.	—
Propane, % by volume	1.0 max.	85 min.
Propene, % by volume (maximum)	0.1 max.	5.0 max.
C ₄ and higher, % by volume	0.3 max.	2.5 max.
Sulfur, ppm mass (maximum)	25 max.	
Lower heating value, MJ/m ³ (Btu/ft ³), (minimum)	33.2 (890)	84.2 (2260)

* Contact your local distributor for suitability and rating derates based on fuel compositions outside these limits.

Operation Requirements

Fuel Consumption, m ³ /hr. (cfh) @ 60Hz				
% Load	Natural Gas		LPG	
100	5.4	(193)	2.3	(81)
75	4.7	(163)	2.1	(75)
50	3.5	(124)	1.8	(60)
25	2.6	(93)	1.2	(45)
Exercise	1.7	(60)	0.8	(30)

Nominal fuel rating: Natural gas: 37 MJ/m³ (1000 Btu/ft.³)
LPG: 93 MJ/m³ (2500 Btu/ft.³)

LPG conversion factors: 8.58 ft.³ = 1 lb.
0.535 m³ = 1 kg
36.39 ft.³ = 1 gal.

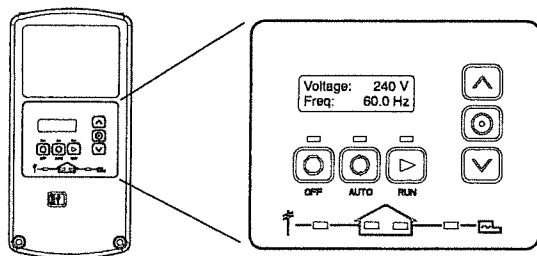
Generator Set Sound Data

Model 14RCA 8 point logarithmic average sound levels are 62 dB(A) during weekly engine exercise and 67dB(A) during full-speed generator diagnostics and normal operation.*

All sound levels are measured at 7 meters with no load.

* Lowest of 8 points measured around the generator. Sound levels at other points around generator may vary depending on installation parameters.

RDC2 Controller



The RDC2 controller provides integrated control for the generator set, Kohler® Model RXT transfer switch, programmable interface module (PIM), and load shed kit.

RDC2 Controller Features

- Membrane keypad:
 - OFF, AUTO, and RUN pushbuttons
 - Select and arrow buttons for access to system configuration and adjustment menus
- LED indicators for OFF, AUTO, and RUN modes

RDC2 Controller Features, Continued

- LED indicators for utility power and generator set source availability and ATS position (Model RXT transfer switch required)
- LCD display:
 - Two lines x 16 characters per line
 - Backlit display with adjustable contrast for excellent visibility in all lighting conditions
- Scrolling system status display:
 - Generator set status
 - Voltage and frequency
 - Engine temperature
 - Oil pressure
 - Battery voltage
 - Engine runtime hours
- Date and time displays
- Smart engine cooldown senses engine temperature
- Digital isochronous governor maintains steady-state speed at all loads
- Digital voltage regulation: ± 1.0% RMS no-load to full-load
- Automatic start with programmed cranking cycle
- Programmable exerciser can be set to start automatically on any future day and time, and run every week or every two weeks
- Exercise modes:
 - Unloaded weekly exercise with complete system diagnostics
 - Unloaded full-speed exercise
 - Loaded full-speed exercise (Model RXT ATS required)
- Front-access mini USB connector for SiteTech™ or USB Utility connection
- Integral Ethernet connector for Kohler® OnCue® Plus
- Built-in 2.5 amp battery charger
- Remote two-wire start/stop capability for optional connection of a Model RDT transfer switch
- Diagnostic messages: Displays diagnostic messages for the engine, generator, Model RXT transfer switch, programmable interface module (PIM), and load management device.
- Maintenance reminders
- System settings:
 - System voltage, frequency, and phase
 - Voltage adjustment
 - Measurement system, English or metric
- ATS status (Model RXT ATS required):
 - Source availability
 - ATS position (normal/utility or emergency/generator)
 - Source voltage and frequency
- ATS control (Model RXT ATS required):
 - Source voltage and frequency settings
 - Engine start time delay
 - Transfer time delays
 - Voltage calibration
 - Fixed pickup and dropout settings
- Programmable Interface Module (PIM) status displays:
 - Input status (active/inactive)
 - Output status (active/inactive)
- Load control menus:
 - Load status
 - Test function

Generator Set Standard Features

- Battery cables
- EPA certified fuel system
- Aluminum sound enclosure
- Critical silencer
- Field-connection terminal block
- Fuel solenoid valve and secondary regulator
- Line circuit breaker
- Multi-fuel system, LPG/natural gas, field-convertible
- Oil drain extension with shutoff valve
- OnCue® Plus Generator Management System
- Premium 5-year/2000 hour limited standby warranty
- 18-month/1000 hour limited warranty for non-standby (off-grid) applications
- RDC2 generator set/ATS controller
- Rodent-resistant construction
- Sound-deadening, flame-retardant foam per UL 94, class HF-1

Available Options

Approvals and Listings

- ☐ CSA approval

Concrete Mounting Pads

- ☐ Concrete mounting pad, 3 in. thick
- ☐ Concrete mounting pad, 4 in. thick (recommended for storm-prone areas)

Electrical Accessories

- ☐ Battery
- ☐ Battery heater, 120VAC
- ☐ Battery heater, 240VAC
- ☐ Cold weather package, 120VAC
- ☐ Cold weather package, 240VAC
- ☐ Emergency stop kit
- ☐ PowerSync® Automatic Paralleling Module (APM) (single phase only; parallel two 14kW residential generator sets with the RDC2 controller)
- ☐ Programmable interface module (PIM) (provides 2 digital inputs and 6 relay outputs)

Fuel System Accessories

- ☐ Flexible fuel line (included on QS models)
 - ☐ Carburetor heater, 120 VAC
 - ☐ Carburetor heater, 240 VAC
- Carburetor heater is recommended for reliable starting at temperatures below 0°C (32°F)

Literature

- ☐ General maintenance literature kit
- ☐ Overhaul literature kit
- ☐ Production literature kit

Maintenance

- ☐ Maintenance kit (includes air filter, oil, oil filter, and spark plugs)

Automatic Transfer Switches and Accessories

- ☐ Model RDT ATS
- ☐ Model RXT ATS
- ☐ Model RXT ATS with combined interface/load management board
- ☐ Load shed kit for RXT or RDT
- ☐ Power relay modules (use up to 4 relay modules for each load management device)
- ☐ Other Kohler® ATS

14RCAL Model Packages

- ☐ 14RCAL with 100 amp RXT with 16-space load center and NEMA 1 steel enclosure for indoor installation
- ☐ 14RCAL with 200 amp service entrance-rated Model RXT with combined interface/load management board and corrosion-resistant NEMA 3R aluminum enclosure

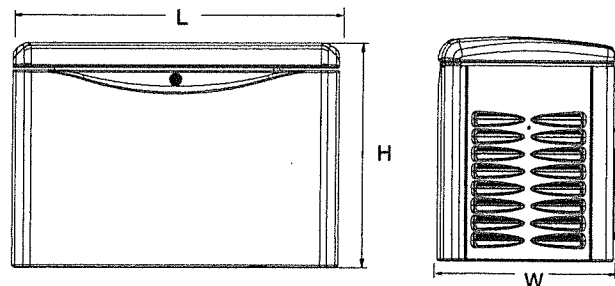
Warranty

- ☐ 5- Year Comprehensive Limited Warranty
- ☐ 10- Year Comprehensive Limited Warranty

Generator Set Dimensions and Weights

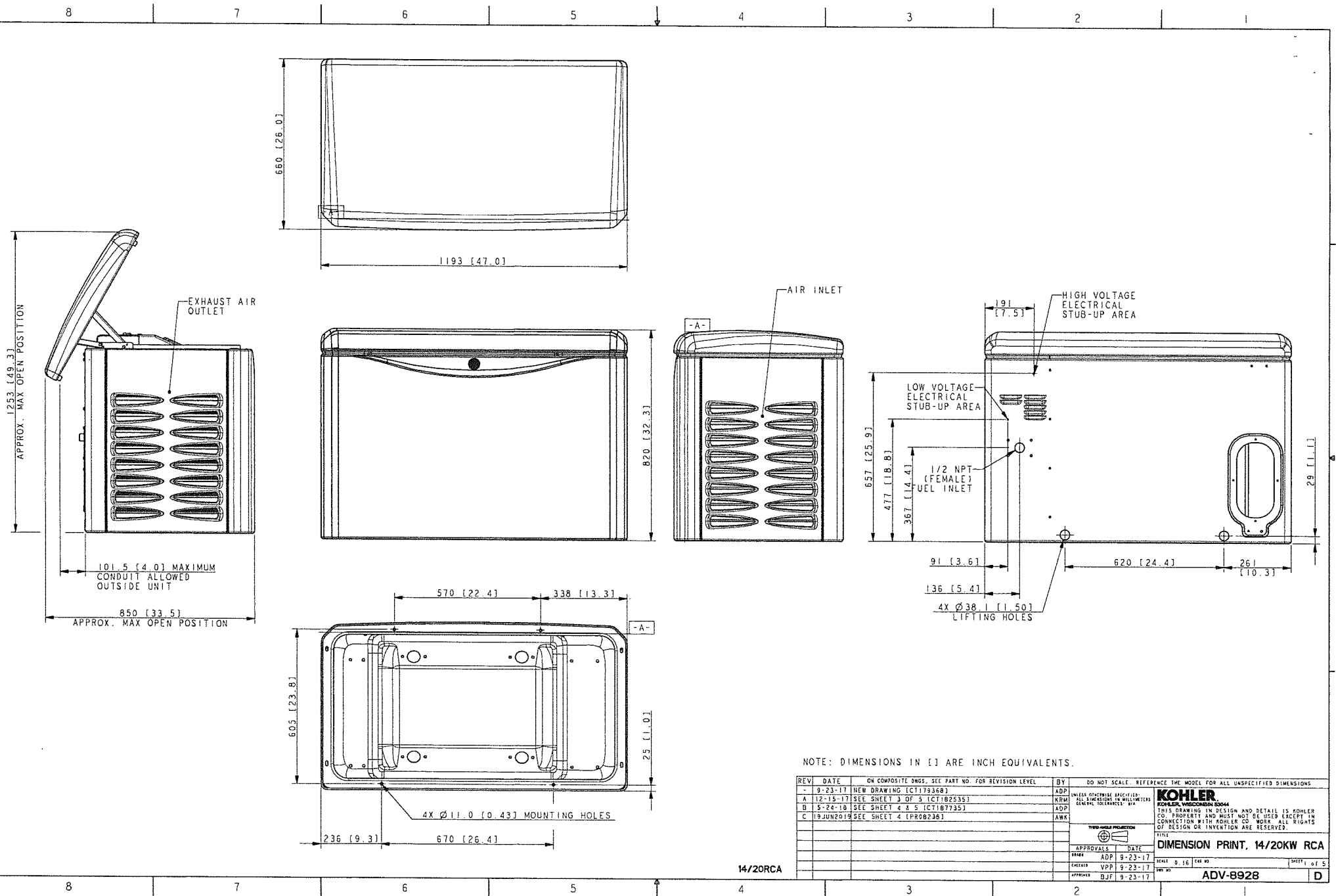
Generator Set Size, L x W x H: 1193 x 666 x 817 mm
(47 x 26.2 x 32.2 in.)

Shipping Weight:
14RCA Generator Set 200 kg (440 lb.)
14RCAL with 100 A RXT ATS w/LC: 227 kg (500 lbs.)
14RCAL with 200 A RXT SE ATS 222 kg (490 lb.)





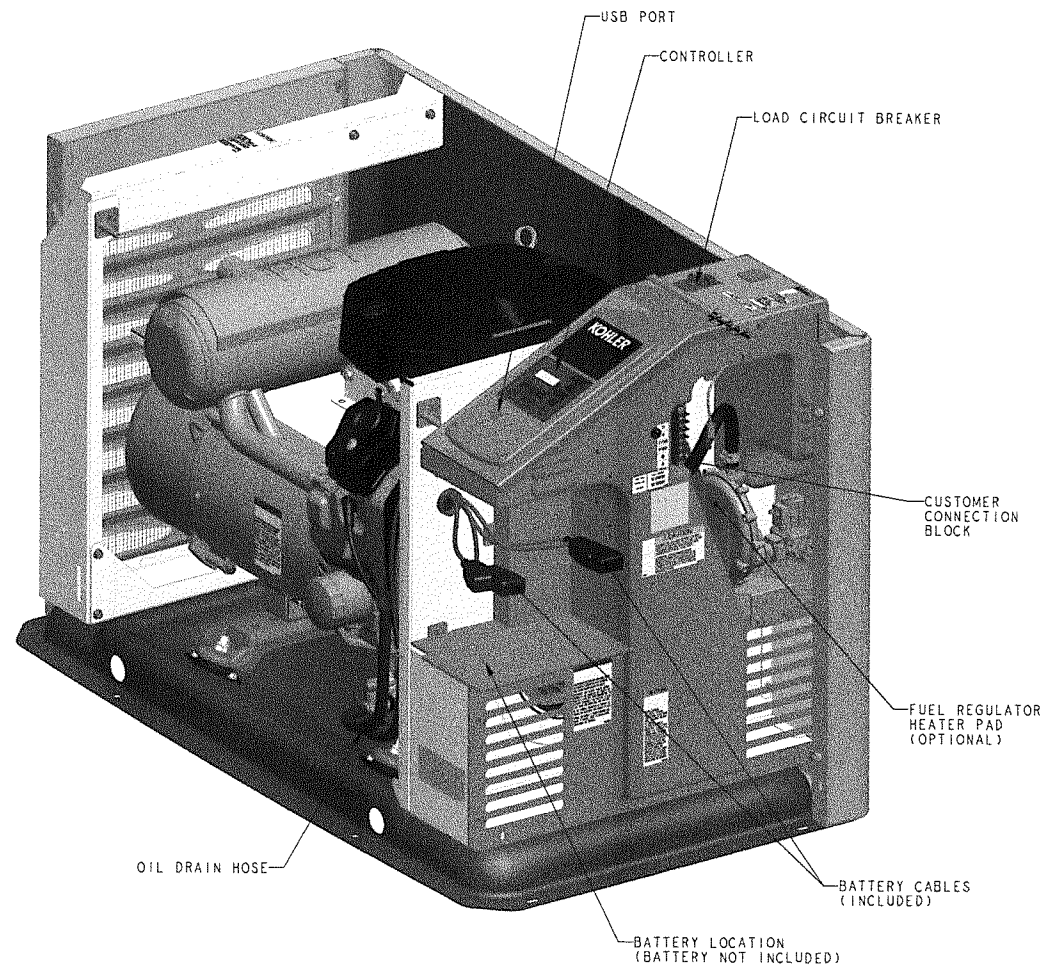
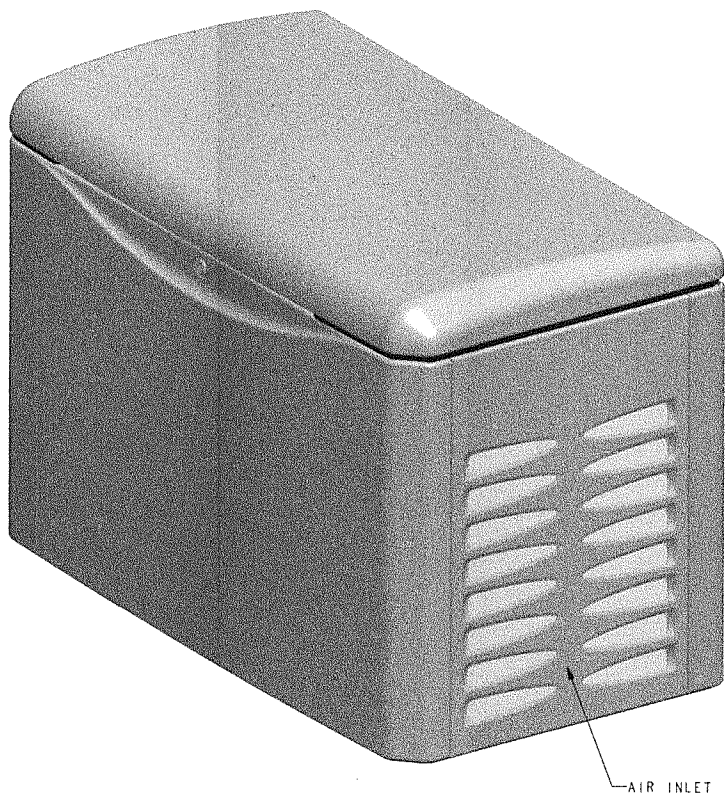
NOTE: Dimensions are provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.

DISTRIBUTED BY:



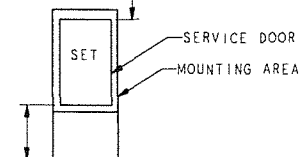
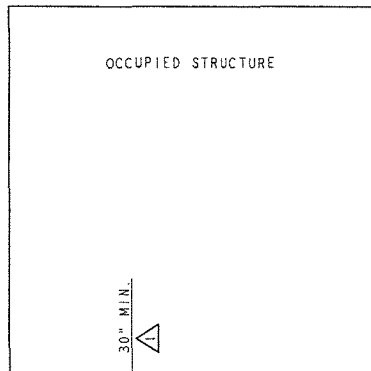
14/20RCA

REV	DATE	ON COMPOSITE AMOS, SEE PART NO. FOR REVISION LEVEL	BY	DO NOT SCALE. REFERENCE THE MODEL FOR ALL UNSPECIFIED DIMENSIONS
-	9-23-17	NEW DRAWING [CT179368]	ADP	 KOHLER KOHLER, WISCONSIN 53044 THIS DRAWING IN DESIGN AND DETAIL IS KOHLER CO. PROPERTY AND MUST NOT BE USED EXCEPT IN CONNECTION WITH KOHLER CO. WORK. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED.
A	12-15-17	SEE SHEET 3 OF 5 [CT182535]	KDM	
B	5-24-18	SEE SHEET 4 & 5 [CT187735]	ADP	
C	19JUN2019	SEE SHEET 4 [PR08236]	AMK	
<div><div>APPROVALS</div><div>DATE</div><div>BRANK ADP 9-23-17</div><div>CHECKED VPP 9-23-17</div><div>APPROVED BJF 9-23-17</div></div> <div><div>TWO-HOLE PULLER</div><div></div><div>TITLE</div></div> <div><div>DIMENSION PRINT, 14/20KW RCA</div><div>SCALE: 3/16" = 1" (4:1)</div><div>SHEET 1 OF 5</div><div>ADV-8928</div><div>D</div></div>				

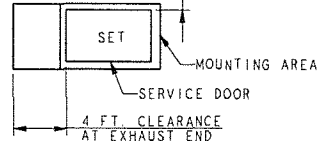
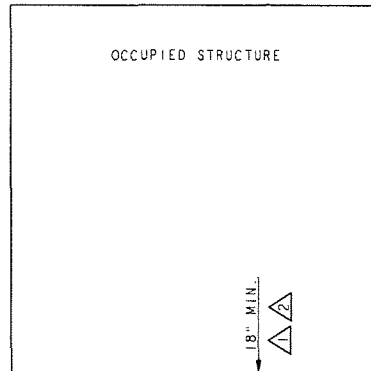


14/20RCA

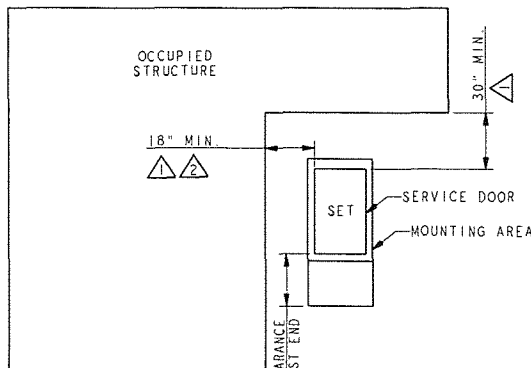
REV	DATE	ON COMPOSITE DWGS SEE PART NO. FOR REVISION LEVEL	BY	DO NOT SCALE. REFERENCE THE MODEL FOR ALL UNSPECIFIED DIMENSIONS
	9-23-17	NEW DRAWING (CT179368)	ADP	<div>UNLESS OTHERWISE SPECIFIED: DIMENSIONS IN MILLIMETERS DIMENSIONS IN INCHES: 1/8"</div> <div>KOHLER KOHLER, WISCONSIN 53044 THIS DRAWING IN DESIGN AND DETAIL IS KOHLER CO. PROPERTY AND MUST NOT BE USED EXCEPT IN CONNECTION WITH KOHLER CO. WORK. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED. TITLE DIMENSION PRINT, 14/20KW RCA SCALE 0.50" = 1'-0" SHEET 3 OF 5 ADV-8928</div>
A	12-15-17	UPDATED FUEL REGULATOR GEOMETRY (CT182353)	KRM	
B	5-24-18	SEE SHEET 4 & 5 (CT187735)	ADP	
C	19JUN2019	SEE SHEET 4 (PROB238)	AWK	
<div>APPROVALS</div> <div><div>DESIGNED BY: ADP</div><div>CHECKED BY: VPP</div><div>APPROVED BY: BJT</div></div> <div><div>DATE</div><div>9-23-17</div><div>9-23-17</div><div>9-23-17</div></div>				



4 FT. CLEARANCE
AT EXHAUST END



4 FT. CLEARANCE
AT EXHAUST END



18" MIN.

4 FT. CLEARANCE
AT EXHAUST END

NOTE:

- 1 THE RECOMMENDED DISTANCE FROM A STRUCTURE IS DEPENDENT ON STATE AND LOCAL CODES. PRODUCT HAS BEEN DEMONSTRATED IN ACCORDANCE WITH NFPA 37 SECTION 4.1.4.2 BY A THIRD PARTY TEST FACILITY TO THE DIMENSIONS SHOWN.
- 2 FOR INSTALLATIONS NEAR NON-COMBUSTIBLE OR 1-HOUR FIRE RATED STRUCTURE, A MINIMUM DISTANCE OF 18" IS REQUIRED TO ENSURE PROPER GENERATOR COOLING.

ACCEPTABLE

- 1) EXHAUST IS AIMED AWAY OR PARALLEL TO STRUCTURE.
- 2) EXHAUST IS NOT DIRECTED AT PLAY AREAS, PATIOS OR OTHER AREAS WHERE PEOPLE CONGREGATE.
- 3) THE NEAREST WINDOW, VENT, DOOR OR SIMILAR STRUCTURE OPENING IS AT LEAST 5 FEET FROM THE EXHAUST END OF THE SET.
- 4) SET HAS PROPER OFFSET FROM STRUCTURE.
- 5) WINDOWS & DOORS ON ADJACENT WALLS ARE CLOSED.
- 6) FURNACE AND OTHER SIMILAR INTAKES ARE AT LEAST 10 FEET FROM EXHAUST END OF SET.
- 7) WEED BARRIER AND 3 INCH THICK GRAVEL BASE OR CONCRETE PAD LOCATED TO PREVENT GRASS & WEEDS FROM GROWING TOO CLOSE TO THE SET.
- 8) NO PLANTS, SHRUBS OR OTHER COMBUSTIBLES ALLOWED IN CLEARANCE AREA. (MINIMUM 4 FT. FROM EXHAUST END).
- 9) REFER TO OWNERS MANUAL FOR OTHER INSTALLATION CONSTRAINTS.
- 10) NO PLANTS, SHRUBS, OR OTHER COMBUSTIBLES ALLOWED WITHIN 30" OF AIR INTAKE.

14/20RCA
SINGLE UNIT
CONFIGURATION

REV	DATE	ON COMPOSITE DRGS. SEE PART NO. FOR REVISION LEVEL	BY	DO NOT SCALE. REFERENCE THE MODEL FOR ALL UNSPECIFIED DIMENSIONS
-	9-23-17	NEW DRAWING [CT175168]	ADP	KOHLER KOHLER, WISCONSIN 53064 THIS DRAWING IN DESIGN AND DETAIL IS KOHLER CO. PROPERTY AND MUST NOT BE USED EXCEPT IN CONNECTION WITH KOHLER CO. WORK. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED. TITLE: DIMENSION PRINT, 14/20KW RCA SCALE: 1/4" = 1'-0" SHEET 6 OF 5
A	12-15-17	SEE SHEET 3 OF 5 [CT182535]	NRM	
B	5-24-18	(A-S, C-7) 30" MIN WAS 18" MIN; (C-3) NOTE UPDATED [CT187735]	ADP	
C	19JUN2019	(B-3) 30" WAS 18"; (C-7 & B-5) REMOVED FROM 30" MIN. DIMENSIONS [PROB238]	AWK	
APPROVALS NAME: ADP 9-23-17 CHECKED: VPP 9-23-17 APPROVED: BJF 9-23-17				ADV-8928 D

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7

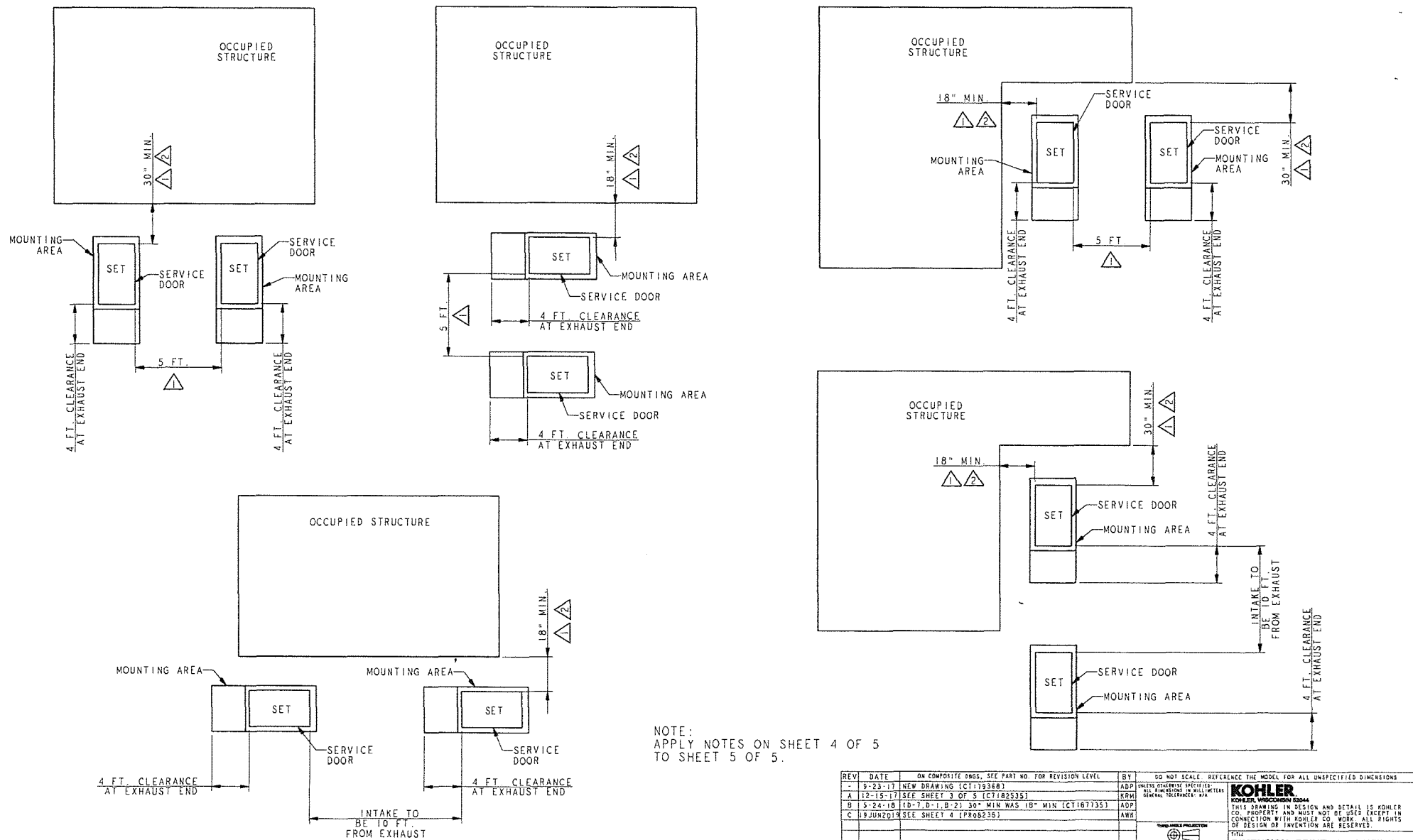
6

5

4

3

2



14/20RCA
PARALLEL UNIT
CONFIGURATION

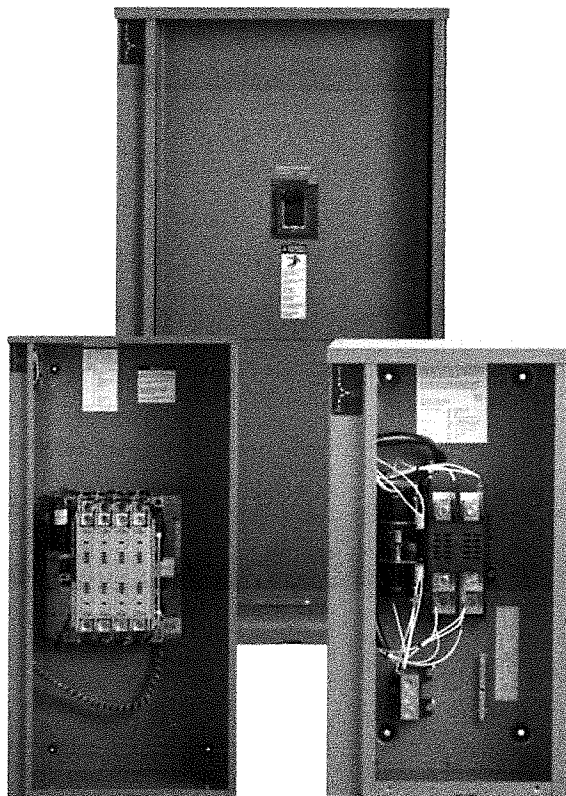
REV	DATE	ON COMPOSITE PRGS. SEE PART NO. FOR REVISION LEVEL	BY	DO NOT SCALE. REFERENCE THE MODEL FOR ALL UNSPECIFIED DIMENSIONS
-	9-23-17	NEW DRAWING (CT179368)	ADP	THIS DRAWING IS THE PROPERTY OF KOHLER CO. AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF KOHLER CO.
A	12-15-17	SEE SHEET 3 OF 5 (CT182535)	KRM	KOHLER KOHLEK WISCONSIN LLC THIS DRAWING IS THE PROPERTY OF KOHLER CO. AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF KOHLER CO.
B	5-24-18	(D-7, D-1, B-2) 30" MIN WAS 18" MIN (CT18735)	ADP	THIS DRAWING IS THE PROPERTY OF KOHLER CO. AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF KOHLER CO.
C	18JUN2019	SEE SHEET 4 (PROB235)	AWK	THIS DRAWING IS THE PROPERTY OF KOHLER CO. AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF KOHLER CO.
THIRD ANGLE PROJECTION				
APPROVALS		DATE	TITLE	
ADP		9-23-17	DIMENSION PRINT, 14/20KW RCA	
THESE		9-23-17	SHEET 2 OF 16	
APPROVER		9-23-17	ADV-8928	
				D

Model: **RXT**

KOHLER Power Systems

Automatic Transfer Switch
100-400 Amps

9001
KOHLER
POWER SYSTEMS
NATIONALLY REGISTERED



Covers have been removed for illustration.

Available Models

- 100, 200, and 400 amp standard and service entrance models are available.
- 150 and 300 amp service entrance models are also available.
- Combined interface/load management board is available on single-phase standard and service entrance models. (Not available on 3-phase or load center models.)
- 100 amp standard single-phase models are available with or without a 16-space load center. Up to 8 tandem breakers can be used for a total of 24 circuits.
- 100amp standard single phase model with a 12-space load center and a NEMA 1 enclosure is available as a standalone non-configurable spec (GM85273-SA_).
- See page 7 for more information.

Model RXT Automatic Transfer Switch

The Model RXT automatic transfer switch is designed for use only with Kohler® generator sets equipped with RDC2 or DC2 generator set/transfer switch controls. The transfer switch operation is controlled by the RDC2/DC2 controller.

Standard Features

- Allows utility voltage display on the RDC2/DC2 generator set/transfer switch controller, available exclusively on Kohler® residential and light commercial generator sets
- UL listed
 - Models with load centers, UL 67 listed, file #E251086
 - Models without load centers, UL 1008 listed, file #E58962
- CSA certification, file #LR58301, is available for:
 - Standard ATS without load center (single and three-phase)
 - Service entrance ATS 100, 150, and 200 amp models
- Corrosion-resistant NEMA 3R aluminum enclosure
 - Padlockable
 - Approved for indoor or outdoor installation
 - ANSI 49 gray
- NEMA 1 enclosure available on 100 amp load center models
- Contactor electrically and mechanically interlocked
- Double throw inherently interlocked design
- Contactor manually operable for maintenance purposes
- Silver alloy main contacts
- Transfer switches are 100% equipment rated and can be applied at the rated current without derating (non-service entrance models)
- Service entrance models include disconnect circuit breaker on the utility (normal) source side (80% rated)
- Five-year limited warranty

Standard Interface Board

- Standard interface board connects to the Model RDC2 or DC2 generator set/transfer switch controller.
- Includes a load control contact that provides a 5 minute time delay for startup of selected loads after transfer to the emergency source. Use for large motor loads.

Combined Interface/ Load Management Board

- Optional combined interface/load management board replaces the standard interface board and connects to the Model RDC2 or DC2 generator set/transfer switch controller.
- The combined board is available on single-phase standard and service entrance models. (Not available on 3-phase or load center models.)
- The combined board automatically manages up to six residential loads:
 - Four customer-provided power relays can be connected for management of non-essential secondary loads.
 - Two HVAC relays are included for control of two independent air conditioner loads.

Specifications

Codes and Standards

Standard Interface Board	
Controller interface connections A and B	#20 AWG shielded twisted-pair Belden 9402 or 8762 or equivalent
Controller interface connections PWR and COM	#12-20 AWG (see ATS Installation Manual)
Load control contact rating	10 A @ 250 VAC
Load control connections	#12-18 AWG

Note: For combined interface/load management board specifications, see page 3.

Environmental Specifications	
Operating temperature	-20°C to 70°C (-4°F to 158°F)
Storage temperature	-40°C to 85°C (-40°F to 185°F)
Humidity	5 to 95% noncondensing

The ATS meets or exceeds the requirements of the following specifications:

- Underwriters Laboratories UL 67, Enclosed Panel Boards (load center models) file #E251086
- Underwriters Laboratories UL 1008, Standard for Automatic Transfer Switches for Use in Emergency Systems, file #E58962
- Underwriters Laboratories UL 508, Standard for Industrial Control Equipment
- CSA certification available, file #LR58301 (not available for 300-400 amp service entrance or 100 amp load center models). Must be selected when the transfer switch is ordered.
- NFPA 70, National Electrical Code
- NFPA 110, Emergency and Standby Power Systems
- NEMA Standard IC10-1993, AC Automatic Transfer Switches

Cable Sizes						
AL/CU UL-Listed Solderless Screw-Type Terminals for External Power Connections						
Switch Size, Amps	Switch	Phases	Range of Wire Sizes, Cu/Al			
			Normal and Emergency	Load	Neutral	Ground
100	Standard	1	(1) #14 - 1/0 AWG	(1) #14 - 1/0 AWG	(3) #12 to 250 KCMIL (Cu) or (3) #10 to 250 KCMIL (Al)	(9) #4 - 14 AWG
	With load center	1	(1) #14 - 1/0 AWG	per customer-supplied circuit breaker	(1) #6 - 2/0 AWG	
	Service Entrance	1	Normal: (1) #12 - 2/0 AWG Emerg: (1) #6 - 250 MCM	(1) #6 - 250 MCM	(3) #12 to 250 KCMIL (Cu) or (3) #10 to 250 KCMIL (Al)	(3) #14 - 1/0 AWG
	3-Phase	3	(1) #8 - 3/0 AWG	(1) #8 - 3/0 AWG	(3) #6 AWG - 3/0 AWG	(3) #6 - 3/0 AWG
150 200	Service Entrance	1	Normal: (1) #4 - 300 MCM Emerg: (1) #6 - 250 MCM	(1) #6 AWG - 250 MCM	(3) #12 to 250 KCMIL (Cu) or (3) #10 to 250 KCMIL (Al)	(3) #14 - 1/0 AWG
200	Standard	1	(1) #6 AWG - 250 MCM	(1) #6 AWG - 250 MCM	(3) #12 to 250 KCMIL (Cu) or (3) #10 to 250 KCMIL (Al)	(9) #4 - 14 AWG
	3-Phase	3	(1) #6 AWG - 250 MCM	(1) #6 AWG - 250 MCM	(3) #4 AWG - 600 MCM (6) 1/0 - 250 MCM	(3) #6 - 3/0 AWG
300 400	Service Entrance	1	Normal: (1) #1 - 600 MCM or (2) #1 - 250 MCM Emerg: (2) #6 - 250 MCM	(2) #6 - 250 MCM	(3) #4 - 600 MCM (6) 1/0 - 250 MCM	(3) #6 - 3/0 AWG
400	Standard	1	(2) #6 - 250 MCM	(2) #6 - 250 MCM	(3) #4 - 600 MCM (6) 1/0 - 250 MCM	(3) #6 - 3/0 AWG
	3-pole 208-240 V	3				
	3 or 4 pole 480 V	3	(1) #4 - 600 MCM (2) #6 - 250 MCM	(1) #4 - 600 MCM (2) #6 - 250 MCM		

Note: Data is subject to change. Refer to the transfer switch dimension drawings and wiring diagrams for planning and installation.

Optional Combined Interface/Load Management Board

The RXT transfer switch is available with either a standard interface board or a combined interface/load management board. The combined board allows load management as described below.

Load Management

- The combined load management board disconnects non-critical loads to prevent generator overload, in compliance with NEC.
- The combined load management board monitors generator current and frequency to determine when to add or shed loads. This monitoring prevents frequency drops that can damage valuable electronics like computers and televisions.
- Load management allows the use of a smaller generator set.

Operation

- Loads are automatically added or shed based on generator capacity.
- The load control system uses dynamic logic to prevent shedding important loads unnecessarily when air conditioning, refrigerator, or water pump motors start (patent pending).
- The load management board and generator communicate to provide smart power management. The time to shed loads decreases as each load is shed to quickly adapt to critical power requirements.
- Load shed power level and frequency setpoints can be adjusted using a personal computer (laptop) and Kohler®

SiteTech™ software, which is only available to Kohler-authorized distributors and dealers.

Priority Setting

- Loads are added and shed according to their priority. Load 1 is the top priority, which is added first and shed last. Load 6 is the lowest priority.
- Less critical loads can be turned off automatically when essential appliances are running.
- Load priorities are hard-wired at installation.

Viewing Load Shed Outputs with OnCue Plus

- Use Kohler's OnCue Plus Generator Management System (sold separately) to view load status (On or Off) for loads connected to the load shed relays.
- Use OnCue Plus to remotely monitor when loads are shed or added.
- The load shed outputs can be labeled in OnCue Plus.

Current Transformer

- The combined load management board option includes a 400 amp current transformer (CT) for load monitoring.
- A larger diameter CT is available for applications that require larger cables.
- A 500 amp CT is available for use with a 60RCL generator.
- See the table below for current transformer specifications and optional kit numbers.

Load Shed Specifications

Connection	Rating	Connection
Pilot Relays*	125VAC, 10 A total (general purpose) 120VAC, 125VA (pilot duty)	#12-20 AWG
HVAC Relays (qty. 2)	125VAC, 10 A (general purpose) 120VAC, 125VA (pilot duty)	#12-20 AWG
RBUS Communication and Power Connections to the RDC2/DC2 controller	0.5 A @ 12 VDC	Use Belden #9402 or equivalent 20 AWG shielded, twisted-pair communications cable †
* Four (4) pilot relays are provided for customer-supplied load-switching contactors/relays. The combination of four load relay outputs cannot exceed 10 amps total current draw.		
† For long distances, use an equivalent shielded, twistedpair cable for RBUS connections and individual 12-20 AWG wires (qty. 2) for power connections.		

Current Transformer Specifications

Ratio (Amps:VAC)	Outer Diameter mm (in.)	Inner Diameter mm (in.)	Service Part Number	Sales Kit Part Number	CT Availability
400:3	63.5 (2.5)	28.7 (1.13)	GM83929	N/A	Included with combined board
400:3	111.8 (4.4)	57.2 (2.25)	GM17250	GM17250-KP1-QS	Sold Separately
500:3	171.5 (6.75)	108.0 (4.25)	GM60264	GM17250-KP2-QS	Sold Separately (use with 60RCL)

Withstand and Close-On Ratings (WCR)

Service Entrance Transfer Switch Ratings

The service entrance transfer switch is factory-equipped with a normal source disconnect circuit breaker.

Suitable for the control of motors, electric discharge lamps, tungsten filament lamps and electric heating equipment where the sum of motor full-load ampere ratings and the ampere ratings of other loads do not exceed the ampere rating of the switch and the tungsten load does not exceed 30 percent of switch rating.

Switch Rating, Amps *	WCR, RMS Symmetrical Amps at 240 VAC
100, 150, 200	22,000
300, 400	35,000
* Continuous load current not to exceed 80% of switch rating.	

Contactor Ratings with Coordinated Circuit Breakers

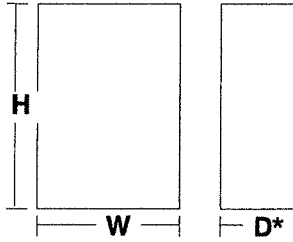
Single-phase transfer switches are UL listed at 240 VAC maximum. Three-phase transfer switches are rated at 480 VAC maximum. The following table lists contactor withstand current ratings (WCR) for 100–400 ampere non-service entrance rated switches with specific manufacturer's circuit breakers per UL and Canadian safety standards. Suitable for the control of motors, electric discharge lamps, tungsten filament lamps and electric heating equipment where the sum of motor full-load ampere ratings and the ampere ratings of other loads do not exceed the ampere rating of the switch and the tungsten load does not exceed 30 percent of switch rating.

The transfer switch is rated for use on a circuit capable of delivering not more than the RMS symmetrical amperes maximum as shown in the tables below, but no greater than the interrupting capacity of the selected breaker.

WCR Ratings with Specific Manufacturer's Molded-Case Circuit Breakers						
Switch Rating, Amps	Voltage, max.	Number of Poles/ Phases	WCR, RMS Symmetrical Amps	Manufacturer	Type or Class	Maximum Size, Amps
100	240	2 pole/ 1 phase	22,000	Eaton	FB, FCL	100
					QCHW	125
					FDC	150
				ITE/Siemens	CED6, ED4, ED6, HED4, HED6	125
				Square D	FI	100
100 150 200	240	2 pole/ 1 phase	10,000	Any Breaker	Any Breaker (0.025 seconds max.)	—
100 200	480	3 pole/ 3 phase 4 pole/ 3 phase	30,000	Eaton	FCL	100
					JGS, JGH, JGC, JGU, JGX, JBD, JD, HJD, JDC, LCL, LCLA	250
					LDC, CLDC, KDB, KD, HKD, KDC, LD, CLD, HLD, CHLD	400
				ITE/Siemens	CED6, HED4, HED6	125
					CFD6, FD6A, FXD6, HFD6, HFXD6, HHFD6, HHFXD6	250
					CJD6	400
				General Electric	SEL, SEP, THLC1	150
					THLC2	225
					SFH, SFL, SFP	250
					SGH, SGL, SGP, FGN, FGH, FGL, FGP	400
				Schneider	HG, HJ, HL, HR	150
					JJ, JL, JR	250
					LG, LJ, LL, LR	400

WCR Ratings with Specific Manufacturer's Molded-Case Circuit Breakers						
Switch Rating, Amps	Voltage, max.	Number of Poles/ Phases	WCR, RMS Symmetrical Amps	Manufacturer	Type or Class	Maximum Size, Amps
300 400	240	2 pole/ 1 phase	35,000	ABB	T5, T6	600
				Eaton	CHKD, CKD, DK, HKD, KD, KDB, KDC, LA TRIPAC, LCL	400
					CHLD, CLD, CLDC, HLD, LD, LDB, LDC	600
					HMDL, MDL, NB TRI-PAC	800
				General Electric	FGH, FGL, FGN, FGP, SGHA	600
				Siemens	CJD6, HHJD6, HHJXD6, HJD6, HJGA, HJXD6, JD6, JXD2, JXD6, LJGA, NJGA, SCJD6, SHJD6, SJD6	400
					CLD, HHLD, HHLXD, HLD, HLGA, HLXD, LD, LLGA, LX, NLGA, SCLD, SHLD, SLD	600
					CMD, HLMD, HLMXD, HMD, HMG, HMXD, LMD, LMG, LMXD, MD, MXD, NMG, SCMD, SHMD, SMD	800
				Square D	LA, LC, LE, LH, LI, LX, LXI	400
					DG, DJ, DL, LC, LE, LI, LX, LXI	600
				Merlin Gerin	CJ400H, CJ400L, CJ400N	400
					CJ600H, CJ600N	600
			3 pole/ 3 phase	50,000	Eaton	LD
400	480	3 pole/ 3 phase	50,000	Eaton	HJD, JDC, JGC, JGH, JGU, JGX	250
					CHLD4, CLD, HLD4, CLDC, LDC, KDC, HKD, CHMDL4, CMDL4	400
					CHLD6, HDL6, CHMDL6, CMDL6, CLDC, CLD6, LDC6, CLDC6	600
					CHMDL8, HMDL8, MDL8, CMDL8	800
		ITE/Siemens		CFD6, HFD6, HFXD6, HHFD6, HHFXD6	250	
		General Electric		SFL, SFP	250	
				FGL, FGP	600	
		Schneider		LJ, LL, LR	600	
				4 pole/ 3 phase		

Dimensions and Weights



Amps	Description	Dimensions, H x W x D, mm (in.) †		Shipping Weight ‡	
				kg	(lb.)
100	Single phase	620 x 335 x 180	(24.4 x 13.2 x 7.1)	7	(15)
	With 12- or 16-space load center (NEMA 1)	610 x 330 x 154	(24.0 x 13.0 x 6.0)	12	(26)
	With 16-space load center	614 x 335 x 180	(24.2 x 13.2 x 7.1)	9	(20)
	Three phase	679 x 462 x 228	(26.7 x 18.2 x 9.0)	15	(34)
	Service entrance (ASE)	731 x 416 x 175	(28.8 x 16.4 x 6.9)	12	(26)
	Service entrance (CSE)	735 x 416 x 175	(28.9 x 16.4 x 6.9)	14	(30)
150-200	Service entrance (ASE)	731 x 416 x 175	(28.8 x 16.4 x 6.9)	14	(30)
	Service entrance (CSE)	735 x 416 x 175	(28.9 x 16.4 x 6.9)	16	(34)
200	Single phase	620 x 335 x 180	(24.4 x 13.2 x 7.1)	8	(17)
	Three phase	679 x 462 x 228	(26.7 x 18.2 x 9.0)	16	(35)
300	Service entrance	1067 x 559 x 329	(42.0 x 22.0 x 12.9)	59	(130)
400	Single phase	1067 x 559 x 329	(42.0 x 22.0 x 12.9)	50	(110)
	3-Pole/208-240 volts	1067 x 559 x 329	(42.0 x 22.0 x 12.9)	54	(120)
	3-Pole/480 volts	1222 x 610 x 343	(48.1 x 24.0 x 13.5)	68	(150)
	4-Pole	1222 x 610 x 343	(48.1 x 24.0 x 13.5)	73	(160)
	Service entrance	1067 x 559 x 329	(42.0 x 22.0 x 12.9)	59	(130)

† Depth does not include the padlock hasp on the front of the enclosure.
‡ Shipping weights are approximate and include packaging.

Note: Enclosures are type NEMA 3R except as noted.

Accessories

☐ Status indicator kit for standard interface board

- LEDs indicate normal and emergency source availability and contactor position
- Mounts on the outside of the RXT enclosure
- View transfer switch status without removing enclosure cover
- An overhang on the enclosure protects the indicator panel and ribbon cable opening
- Dimensions: 92 mm x 42 mm (3.62 in. x 1.65 in.)
- Connects to the standard interface board only
- For more information on the status indicator kit, see specification sheet G11-123

☐ Status indicator kit for combined interface/load management board

- LEDs indicate normal and emergency source availability and contactor position
- Dual color LEDs for each load indicate load status (powered or shed) and flash during a test
- Load shed test button allows the operator to cycle the load shed relays in order of priority (when generator is in RUN mode)
- Mounts on the outside of the RXT enclosure
- View transfer switch and load status without removing enclosure cover
- An overhang on the enclosure protects the indicator panel and ribbon cable opening
- Dimensions: 183 mm x 42 mm (7.20 in. x 1.65 in.)
- Connects to the combined interface/load management board only
- For more information on the status indicator kit, see specification sheet G11-123

Available Models

All Model RXT transfer switches are standard-transition 60 Hz automatic transfer switches. Letters in parentheses refer to the model designation code described on the last page.

Amps	Description (Connections)	Voltages			Poles	Phases	WCR § RMS Symmetrical Amps
		208 (C)	240 (F)	480 (M)			
100	Standard (A)		•		2 (N)	1	10,000
	Standard, with load center (B) ¶		•		2 (N)	1	10,000
	Standard, with 12-space load center **		•		2 (N)	1	10,000
	Service entrance (ASE, CSE)		•		2 (N)	1	22,000
	Standard, 3-phase (A)	•	•	•	3 (T) or 4 (V)	3	30,000
150	Service entrance (ASE, CSE)		•		2 (N)	1	22,000
200	Standard (A)		•		2 (N)	1	10,000
	Service entrance (ASE, CSE)		•		2 (N)	1	22,000
	Standard, 3-phase (A)	•	•	•	3 (T) or 4 (V)	3	30,000
300	Service entrance (ASE)		•		2 (N)	1	35,000
400	Standard (A)		•		2 (N)	1	50,000
	Service entrance (ASE)		•		2 (N)	1	35,000
	Standard, 3-phase (A)	•	•	•	3 (T) or 4 (V)	3	50,000

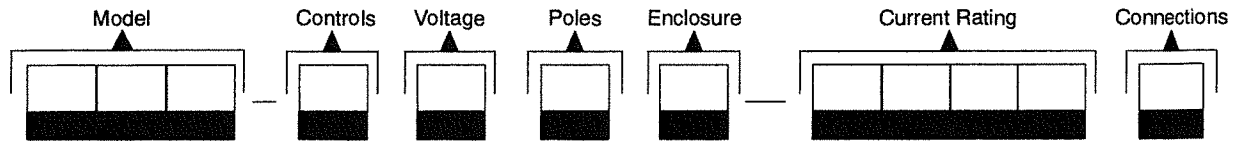
§ Withstand and close-on rating. See pages 3-5 for WCR information and specific breaker ratings.

¶ With 16-space load center and NEMA 1 or NEMA 3R enclosure. Up to 8 tandem breakers can be used, for a maximum of 24 circuits.

** GM85273-SA_ with 12-space load center and NEMA 1 enclosure.

Note: Combined interface board is available on single-phase standard or service entrance models. (Not available on 3-phase or load center models.)

Model Designation



Record the transfer switch model designation in the boxes. The transfer switch model designation defines ratings and characteristics as explained below.

Sample Model Designation: RXT-JFNC-0200A

Model

RXT: Kohler Automatic Transfer Switch

Controls

J: Interface for RDC2/DC2 Controller
 (standard or combined interface/load
 management)

Voltage/Frequency

C: 208 Volts/60 Hz (3-phase only)
 F: 240 Volts/60 Hz
 M: 480 Volts/60 Hz (3-phase only)

Number of Poles/Wires

N: 2-pole, 3-wire, solid neutral (120/240 V only)
 T: 3-pole, 4-wire, solid neutral
 V: 4-pole, 4-wire, switched neutral

Enclosure

A: NEMA 1 *
 C: NEMA 3R

* NEMA 1 enclosure is available on 100 amp load center models only.

Current Rating

0100: 100 amps
 0150: 150 amps
 0200: 200 amps
 0300: 300 amps
 0400: 400 amps

Connections

A: No load center
 B: With load center (100 amp single-phase only)
 ASE: Service entrance rated
 CSE: Service entrance rated with CSA certification
 (100/150/200 amps only)

DISTRIBUTED BY:

Availability is subject to change without notice. Kohler Co. reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever. Contact your local Kohler® generator distributor for availability.

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**CITY OF GROSSE POINTE WOODS
BUILDING DEPARTMENT MEMORANDUM**

TO: Mayor and City Council
FROM: Gene Tutag, Building Official
DATE: November 3, 2020
SUBJECT: Generator Variance, 1584 Huntington Blvd

RECEIVED

NOV 12 2020

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

GT

An application to install a generator in the rear yard of 1584 Huntington Blvd. 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 rear yard, 9 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 rear yard and 9 feet from the neighbor's property line to the east as shown on the submitted plan. The applicant states in the attached correspondence that they cannot locate the generator in accordance with the code due to their backyard's existing brick patio. Placing the generator in compliance with city code would possibly require underground excavation of the patio.

A memo from the affected property owner to the east at 1570 Huntington is attached indicating their consent to place the generator in this location.

The proposed generator would be next to their existing AC unit and would not be visible from the street. Landscaping would provide extra screening of the proposed generator from the affected neighbor. The proposed generator model is a 14 RCA Kohler generator.

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 14 RCA Kohler generator to be installed in the rear yard within 15 feet of the east property line at 1584 Huntington Blvd as shown in the attached drawings based upon the following facts:

1. Upon review of the property, and meeting with the homeowner locating the generator in in compliance with the code would be difficult due to the house's backyard brick patio.
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.
3. Conditioned upon the generator install be completed within 6 months.

ATTACHMENTS:

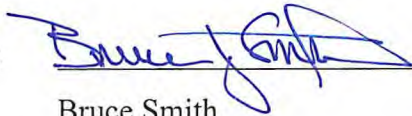
Letter of Appeal from property owner.

Memo of consent from affected property owner.

Photos w/site plan, placement & generator unit information.

GPW Ordinance Sections #8-460 thru #8-470

APPROVED BY:



Bruce Smith
City Administrator

DATE: 11/6/2020





AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 1584 Huntington Blvd.
Ventzel J. Potochnik

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 # 404912.

Lisa Kay Hathaway, CMMC/MMC
City Clerk

See attached document for complete list.

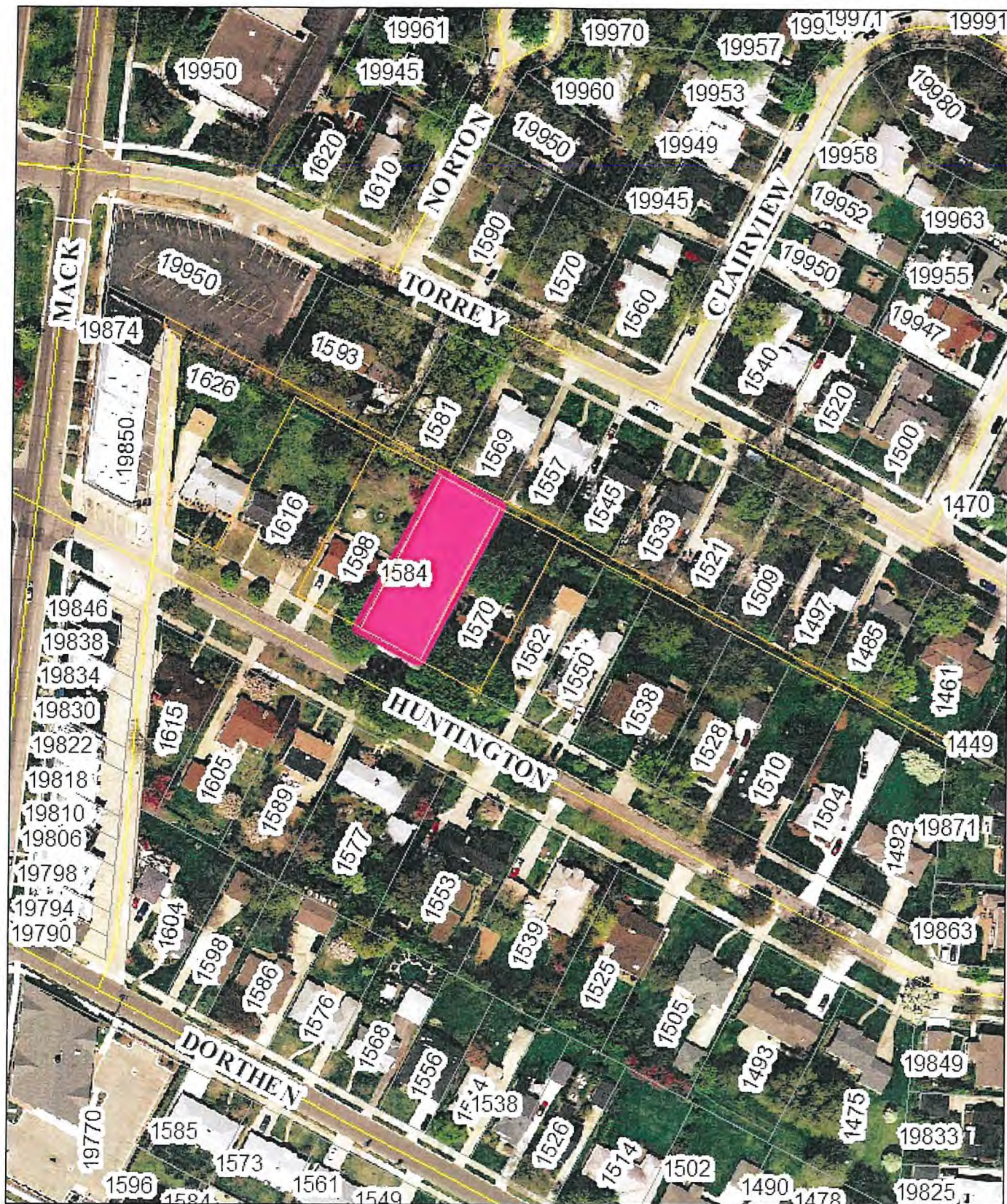
City of Grosse Pointe Woods, Michigan

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 Ventzel J. Potochnik, 1584 Huntington Blvd., Grosse Pointe Woods, MI, who is requesting to install a generator in the rear-yard area of the property located 9' from 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 www.gpwmi.us. All interested parties are invited to attend.

Lisa Kay Hathaway, MiPMC-3/MMC
City Clerk

1584 Huntington Blvd. - 3' Radius

ownersname	ownersna_1	ownersname2	ownerstreet	ownercity	ownerstate	ownerzipco	propertyst
HILGENDORF TY B & JOSETTE		TY AND JOSETTE HILGENDORF	1626 HUNTINGTON BLVD	GROSSE POINTE WOODS	MI	48236	1626 HUNTINGTON BLVD
FREUNDL, MARGARET - JAMES		MARGARET AND JAMES FREUNDL	1598 HUNTINGTON BLVD	GROSSE POINTE WOODS	MI	48236	1598 HUNTINGTON BLVD
POTOCHNIK VENTZEL J		VENTZEL J. POTOCHNIK	1584 HUNTINGTON BLVD	GROSSE POINTE WOODS	MI	48236	1584 HUNTINGTON BLVD
CRIGER, KIMBERLY		KIMBERLY CRIGER	1570 HUNTINGTON BLVD	GROSSE POINTE WOODS	MI	48236	1570 HUNTINGTON BLVD



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 WAYNE COUNTY, MI*
 COPYRIGHT 1999 - 2011,
 ANDERSON, ECKSTEIN AND WESTRICK, INC.*
 *ALL RIGHTS RESERVED



INFORMATION TECHNOLOGY DEPARTMENT
 Geographic Information Systems (GIS) Division

Subject: 1584 Huntington Blvd.

Date: 11/05/2020



7A

MEMO 20-67

TO: Bruce Smith, City Administrator

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

DATE: November 24, 2020

SUBJECT: Amendment No. 4 to Water Service Contract between Great Lakes Water Authority and City of Grosse Pointe Woods

During negotiations with the 2018 Water Service Contract with Great Lake Water Authority, it was agreed after system upgrades and a review of standard operating procedures, Grosse Pointe Woods and Great Lake Water Authority could have a contract reopener to review the max day and peak hour contract usage values.

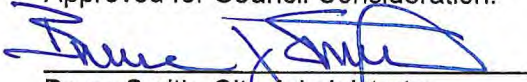
After review of the 2018 water service contract with Great Lake Water Authority and proven improvements to the software controls and operations of the water reservoir by the Department of Public Works, the new max day usage value will be lowered from 3.98 to 3.36 millions of gallons per day (MGD) and the current peak hour usage value is 4.84 to 4.29 millions of gallons per day (MGD).

Proven improvements to the software controls and operations of the water reservoir by the Department of Public Works will save the City of Grosse Pointe Woods \$167,500.00 annually with the new lower water usage rates.

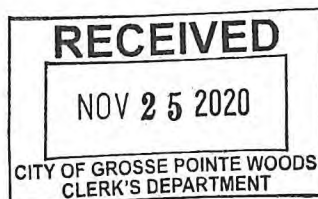
City Attorney Charles Berschback has reviewed and approved of Amendment No. 4 to Water Service Contract between Great Lakes Water Authority and City of Grosse Pointe Woods. City Engineer Scott Lockwood has reviewed and approved the lower water usage rates.

I concur with the review by the city attorney and city engineer, and recommend City Council to approve Amendment No. 4 to the Water Service Contract between Great Lakes Water Authority and City of Grosse Pointe Woods changing the max day usage value to 3.36 MGD and the peak hour usage value to 4.29 MGD.

Approved for Council Consideration:


Bruce Smith, City Administrator

11/25/2020
Date



**AMENDMENT NO. 4 TO WATER SERVICE CONTRACT
BETWEEN
GREAT LAKES WATER AUTHORITY
AND
CITY OF GROSSE POINTE WOODS**

This Amendment Agreement No. 4 ("Amendment") is made between the Great Lakes Water Authority, a municipal authority and public body corporate ("GLWA"), and the City of Grosse Pointe Woods, a municipal corporation ("Customer"). GLWA and Customer are collectively referred to as the "Parties".

RECITALS

- a. GLWA leases, operates and maintains the public water supply system owned by the City of Detroit ("System"); and
- b. On July 21, 2009, the Parties entered into a Water Service Contract ("Contract") reflecting the terms and conditions governing the delivery and purchase of potable water, as subsequently amended and assigned; and
- c. Article 15 of the Contract permits the Parties to amend the Contract by mutual agreement; and
- d. Customer presented circumstances appropriate to justify an amendment to the Contract Maximum Flow Rate prior to its next scheduled reopener; and
- e. In consideration of the mutual undertakings of the Parties and for the benefit of the public, it is the mutual desire of the Parties to enter into this Amendment to amend the Contract as set out in detail in the following sections; and

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

- 1. Exhibit B of the Contract is amended by deleting in its entirety the existing Exhibit B and substituting the attached and amended Exhibit B in its place.
- 2. With the exception of the provisions of the Contract specifically contained in this Amendment, all other terms, conditions and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.
- 3. This Amendment to the Contract shall be effective and binding upon the Parties when it is signed and acknowledged by the duly authorized representatives of both Parties and is approved by Customer's governing body and the GLWA Board of Directors.

(Signatures appear on next page)

Accordingly, GLWA and Customer, by and through their duly authorized officers and representatives, have executed this Amendment.

City of Grosse Pointe Woods:

By: _____
Bruce J. Smith
City Administrator

APPROVED BY
GROSSE POINTE WOODS CITY COUNCIL ON:

Date

Great Lakes Water Authority:

By: _____
Sue F. McCormick
Chief Executive Officer

APPROVED BY
GLWA BOARD OF DIRECTORS ON:

Date

APPROVED AS TO FORM BY
GLWA GENERAL COUNSEL ON:

General Counsel Date

EXHIBIT B

Projected Annual Volume and Minimum Annual Volume (Table 1)
Pressure Range and Maximum Flow Rate (Table 2)
Flow Split Assumptions (Table 3)
Addresses for Notice (Table 4)

Table 1 and Table 2 set forth the agreed upon Projected Annual Volumes, Minimum Annual Volumes, Pressure Ranges and Maximum Flow Rates for the term of this Contract provided that figures in bold type face are immediately enforceable pursuant to the terms of Section 5.07 and italicized figures are contained for planning purposes only but will become effective absent the negotiated replacements anticipated in Section 5.07.

The approximate rate of flow by individual meter set forth in Table 3 is the assumption upon which the Pressure Range commitments established in Table 2 have been devised. Should Customer deviate from these assumptions at any meter(s), the Board may be unable to meet the stated Pressure Range commitments in this Contract or in the contract of another customer of the Board and Section 5.08 of this Contract may be invoked.

EXHIBIT B

Table 1
Projected Annual Volume and Minimum Annual Volume

Fiscal Year Ending June 30	Projected Annual Volume (Mcf)	Minimum Annual Volume (Mcf)
2009	105,000	52,500
2010	105,000	52,500
2011	85,000	42,500
2012	85,000	42,500
2013	85,000	42,500
2014	85,000	42,500
2015	92,000	46,000
2016	92,000	46,000
2017	92,000	46,000
2018	92,000	46,000
2019	92,000	46,000
2020	80,000	40,000
2021	80,000	40,000
2022	80,000	40,000
2023	80,000	40,000
2024	<i>80,000</i>	<i>40,000</i>
2025	<i>80,000</i>	<i>40,000</i>
2026	<i>80,000</i>	<i>40,000</i>
2027	<i>80,000</i>	<i>40,000</i>
2028	<i>80,000</i>	<i>40,000</i>
2029	<i>80,000</i>	<i>40,000</i>
2030	<i>80,000</i>	<i>40,000</i>
2031	<i>80,000</i>	<i>40,000</i>
2032	<i>80,000</i>	<i>40,000</i>
2033	<i>80,000</i>	<i>40,000</i>
2034	<i>80,000</i>	<i>40,000</i>
2035	<i>80,000</i>	<i>40,000</i>
2036	<i>80,000</i>	<i>40,000</i>
2037	<i>80,000</i>	<i>40,000</i>
2038	<i>80,000</i>	<i>40,000</i>
2039	<i>80,000</i>	<i>40,000</i>

EXHIBIT B

Table 2
Pressure Range and Maximum Flow Rate

Calendar Year (Reopener Schedule in bold type)	Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Maximum Flow Rate (mgd)	
	Meter GW-01		Meter GW-02		Meter GW-03		Max Day	Peak Hour
	Min	Max	Min	Max	Min	Max		
2009	53	74	45	55	43	55	5.36	8.78
2010	53	74	45	55	43	55	5.36	7.07
2011	53	74	45	55	43	55	4.96	4.96
2012	53	74	45	55	43	55	4.96	4.96
2013	53	74	45	55	43	55	4.96	4.96
2014	53	74	45	55	43	55	4.96	4.96
2015	53	74	45	55	43	55	4.96	4.96
2016	53	74	45	55	43	55	4.96	4.96
2017	53	74	45	55	43	55	4.96	4.96
2018	53	74	45	55	43	55	4.96	4.96
2019	53	74	45	55	43	55	3.98	4.84
2020	53	74	45	55	43	55	3.98	4.84
2021	53	74	45	55	43	55	3.36	4.29
2022	53	74	45	55	43	55	3.36	4.29
2023	53	74	45	55	43	55	3.36	4.29
2024	53	74	45	55	43	55	3.36	4.29
2025	53	74	45	55	43	55	3.36	4.29
2026	53	74	45	55	43	55	3.36	4.29
2027	53	74	45	55	43	55	3.36	4.29
2028	53	74	45	55	43	55	3.36	4.29
2029	53	74	45	55	43	55	3.36	4.29
2030	53	74	45	55	43	55	3.36	4.29
2031	53	74	45	55	43	55	3.36	4.29
2032	53	74	45	55	43	55	3.36	4.29
2033	53	74	45	55	43	55	3.36	4.29
2034	53	74	45	55	43	55	3.36	4.29
2035	53	74	45	55	43	55	3.36	4.29
2036	53	74	45	55	43	55	3.36	4.29
2037	53	74	45	55	43	55	3.36	4.29
2038	53	74	45	55	43	55	3.36	4.29

EXHIBIT B

Table 3
Flow Split Assumptions

Meter	Assumed Flow Split (2019-2022)
GW-01	90 – 100 %
GW-02	0 – 5 %
GW-03	0 – 10 %

Table 4
Addresses for Notice

If to the Board: General Counsel Great Lakes Water Authority 735 Randolph, Suite 1901 Detroit, Michigan 48226	If to Customer: City Administrator City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, Michigan 48236 Cc: Director of Public Services
--------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

8A

MEMO 20 - 66

TO: Bruce Smith, City Administrator
FROM: Frank Schulte, Director of Public Services *F.S.*
DATE: November 23, 2020
SUBJECT: Wayne County Annual Permit Community Resolutions

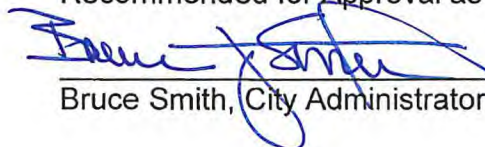
Each year Wayne County issues the City of Grosse Pointe Woods an Annual Maintenance Permit to Construct, Operate, Use and/or Maintain – To Occupy the Right-of-Way of County Roads. The County also requires an Annual Pavement Restoration Permit and an Annual Permit for Special Events. As in prior years, the Model Community Resolutions and copies of the city's certificate of insurance must accompany the approved permits. The cover letter indicates updates in insurance requirements; however, there are no changes from 2020 to 2021. City Attorney Charles Berschback has reviewed the Annual Permits and has approved them for Council's review.

I recommend the City Council adopt the Model Community Resolutions authorizing execution of the annual maintenance permit, the annual pavement restoration permit, and the annual permit for special events, authorize the Director of Public Services to sign the permits, and authorize the City Clerk to forward said documents to Wayne County.

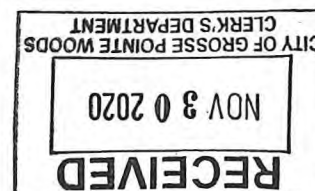
If you have any questions concerning this matter please contact me.

Attachments

Recommended for Approval as Submitted:


Bruce Smith, City Administrator

11/30/2020
Date





Warren C. Evans
County Executive

Page 1 of 3

November 20, 2020

City of Grosse Pointe Woods
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236-2343

RE: A-21054
2021 Annual Permit Package
Wayne County Department of Public Services
Engineering Division – Permit Office

Attention: Frank Schulte

Enclosed is your Wayne County Annual Permit package. In an effort to expedite the process Wayne County DPS Engineering Division Permit Office is combining the Annual Maintenance Permit, Annual Pavement Restoration Permit, and Annual Special Events Permit into on single application.

1. **Annual Maintenance Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:
 - a. Sanitary sewer inspection, repair and routine maintenance;
 - b. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter);
 - c. Other utilities (i.e. natural gas, electric or fiber optic);
 - d. Application of dust palliatives; and
 - e. Repair and replacement of existing sidewalks.
2. **Annual Pavement Restoration Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of pavement repair and restoration.
3. **Annual Permit for Special Events:** The annual permit grants preliminary authorization to a municipality to perform the following:
 - a. Temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
 - b. To use a county road as a detour for traffic around such activity taking place on a non-county road; and/or
 - c. Place a temporary banner within the County right-of-way.



In addition to the Annual Permit, this package also includes the applicable following attachments, which are incorporated by reference into the permit:

- A. Scope of Work and Conditions for Municipal Maintenance Permits, if applicable
- B. Annual Special Events Attachment for Municipalities, if applicable
- C. Banner Attachment for Municipalities, if applicable
- D. General Conditions and Limitations of Permits, if applicable
- E. Indemnity and Insurance Attachment, if applicable
- F. Model Community Resolution, if applicable

As a condition of the municipal annual permit, the County requires that the governing body pass a blanket resolution (sample with suggested language is included as an attachment) of approval which accomplishes the following:

- A. Agrees to fulfill all permit obligations and conditions
- B. To the extent allowed by law, hold harmless and defend Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- C. Designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Additionally, the Permit Office requires that each municipality provide a written request on municipal letterhead at least (10) ten business days prior to the commencement of a road closure and/or banner placement. The written request should include all required information as specified in the appropriate attachments, "Annual Special Events for Municipalities" or "Annual Attachment for Banners". Upon approval, the permit office shall issue a permit authorizing the special event activities.

*****For all Annual Permits please review the insurance attachment carefully, since the insurance requirements have been recently updated.**

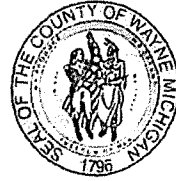
The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. The manual is also incorporated by reference into this annual permit and is available online at:

http://www.waynecounty.com/dps/construction_permits.htm

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package.

Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Randa Saghir
33809 Michigan Avenue
Wayne, MI 48184**



Once received, the Permit Coordinator will validate your permit and return an executed copy to you for your files.

The *Scope of Work and Conditions for Municipal Maintenance Permits* requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to (734) 595-6356.

Once received, an executed copy will be returned to you for your files. If you have any questions regarding this Annual Permit, please contact me at (734) 858-2774

Respectfully Submitted,

Randa Saghir
Administration Management

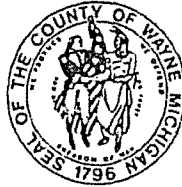
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Attachments: Annual Permit

Scope of Work and Conditions for Municipal Maintenance Permits
Annual Special Events Attachment for Municipalities
Banner Attachment for Municipalities
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION. CALL
Various Staff
(734) 595-6504, Ext: 2009
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No

A-21054

ISSUE DATE

EXPIRES

1/1/2021

12/31/2021

REVIEW No

WORK ORDER

79636

PROJECT NAME
GROSSE POINTE WOODS - MAINTENANCE

LOCATION

VARIOUS ROADS ()

CITY/TWP

GROSSE POINTE WOODS

PERMIT HOLDER

CITY OF GROSSE POINTE WOODS
20025 MACK PLAZA DR
GROSSE POINTE WOODS, MI 48236-2343

CONTRACTOR

CONTACT

FRANK SCHULTE

(313) 343-2460

CONTACT

<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY

(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES:

1. SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
2. WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
3. DUST PALLIATIVE, CALCIUM & SALT APPLICATIONS.
4. SIDEWALK REPAIR AND REPLACEMENT.
5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER.

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS.
ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT.

FINANCIAL SUMMARY

PERMIT FEE	\$0.00
PLAN REVIEW FEE	\$0.00
PARK FEE	\$0.00
OTHER FEE	\$0.00
BOND	\$0.00
INSPECTION DEPOSIT	\$0.00
OTHER BOND	\$0.00
TOTAL COSTS	\$0.00

TOTAL CHECK AMOUNT

\$0.00

CASHIER

DATE

1/1/2021

DEPOSITOR

LETTER OF CREDIT DEPOSITOR

APPROVED PLANS PREPARED BY

PLANS APPROVED BY

DATE PLANS APPROVED

1/1/2021

REQUIRED ATTACHMENTS

GENERAL CONDITIONS
SCOPE OF WORK AND CONDITIONS FOR
MUNICIPAL MAINTENANCE PERMITS
INDEMNITY AND INSURANCE ATTACHMENT
SAMPLE COMMUNITY RESOLUTION
RULES, SPECIFICATIONS AND PROCEDURES
FOR PERMIT CONSTRUCTION - AVAILABLE
ONLINE AT

www.waynecounty.com/dps_engineering_cpoffice.htm

(PERMIT VALID ONLY IF ACCOMPANIED
BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

FRANK SCHULTE

PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>

CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY

DATE



**Wayne County Department of Public Services
Engineering Division – Permit Office**

**Scope of Work and Conditions Attachment
For Annual Municipal Maintenance Permits**

The Annual Permit authorizes the municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the facilities listed below that are under its jurisdiction.

Scope of Work - The following work is authorized under the Annual Maintenance Permit:

Sanitary Sewers

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction

Water Main and installation of 2" pipe

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction
2. Water service connection with 2" diameter pipe or less, serving single customer

A separate permit will be required for any operations performed under the following conditions for Water and/or Sanitary related work:

- a. For all water service connections larger than a two inch (2") diameter.
- b. For any water service connection that serves more than one customer.
- c. Whenever work is to be performed in a new subdivision.
- d. For any sanitary sewer service connection.

Dust Palliative Applications

1. Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
2. The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
3. Prior to the application of Dust Palliative Materials, the Permit Holder shall provide at least seven (7) days notice to the Wayne County Roads Division (313-955-9920) to allow for preparation and inspection of the roads to be treated.

Sidewalk

1. Existing sidewalks may be repaired or replaced at existing alignment on existing grade.

A separate permit will be required for the construction of a new sidewalk, for the replacement of an existing sidewalk on a new alignment or grade or for the construction of new sidewalk ramps to the County road.

Street Sweeping

1. Street sweeping shall be performed during daylight hours only.
2. All traffic control devices shall conform to the provisions of the current MMUTCD.

Permit Conditions

1. **A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.**
2. Reports indicating all work performed or that no work was performed under the permit shall be provided to the Permit Office at the end of each month.
3. Any work not covered under the annual scope of work and conditions above shall require a separate permit. Refer to the *Wayne County Rules, Specifications and Procedures Construction Permits*.
4. All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.



Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications for Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1 To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.

2 To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1 The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2 The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3 The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check, or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the first inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications for Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the provisions.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

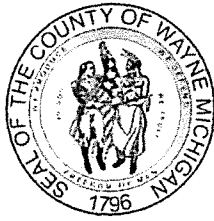
This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____
(name of Community), County of Wayne, Michigan, on _____.



Warren C. Evans
County Executive

November 20, 2020

City of Grosse Pointe Woods
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236-2343

RE: A-21142
2021 Annual Permit Package
Wayne County Department of Public Services
Engineering Division – Permit Office

Attention: Frank Schulte

Enclosed is your Wayne County Annual Permit package. In an effort to expedite the process Wayne County DPS Engineering Division Permit Office is combining the Annual Maintenance Permit, Annual Pavement Restoration Permit, and Annual Special Events Permit into on single application.

1. **Annual Maintenance Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:
 - a. Sanitary sewer inspection, repair and routine maintenance;
 - b. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter);
 - c. Other utilities (i.e. natural gas, electric or fiber optic;
 - d. Application of dust palliatives; and
 - e. Repair and replacement of existing sidewalks.
2. **Annual Pavement Restoration Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of pavement repair and restoration.
3. **Annual Permit for Special Events:** The annual permit grants preliminary authorization to a municipality to perform the following:
 - a. Temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
 - b. To use a county road as a detour for traffic around such activity taking place on a non-county road; and/or
 - c. Place a temporary banner within the County right-of-way.



In addition to the Annual Permit, this package also includes the applicable following attachments, which are incorporated by reference into the permit:

- A. Scope of Work and Conditions for Municipal Maintenance Permits, *if applicable*
- B. Annual Special Events Attachment for Municipalities, *if applicable*
- C. Banner Attachment for Municipalities, *if applicable*
- D. General Conditions and Limitations of Permits, *if applicable*
- E. Indemnity and Insurance Attachment, *if applicable*
- F. Model Community Resolution, *if applicable*

As a condition of the municipal annual permit, the County requires that the governing body pass a blanket resolution of approval which accomplishes the following:

- A. Agrees to fulfill all permit obligations and conditions
- B. To the extent allowed by law, hold harmless and defend Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- C. Designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Additionally, the Permit Office requires that each municipality provide a written request on municipal letterhead at least (10) ten business days prior to the commencement of a road closure and/or banner placement. The written request should include all required information as specified in the appropriate attachments, "Annual Special Events for Municipalities" or "Annual Attachment for Banners". Upon approval, the permit office shall issue a permit authorizing the special event activities.

******For all Annual Permits please review the insurance attachment carefully, since the insurance requirements have been recently updated.***

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications Document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

http://www.waynecounty.com/dps/construction_permits.htm

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package.



Type the name of the designated signer below the signature line and submit these documents to:

Wayne County Department of Public Services
Permit Office
Attn: Ms. Randa Saghir
33809 Michigan Avenue
Wayne, MI 48184

Once received, the Permit Coordinator will validate your permit and return an executed copy to you for your files.

The *Scope of Work and Conditions for Municipal Maintenance Permits* requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to **734.595.6356**.

Once received, an executed copy will be returned to you for your files. If you have any questions regarding this Annual Permit, please contact me at **734.858.2757**

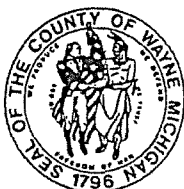
Respectfully Submitted,

Randa Saghir
Administration Management

C: file

Attachments: Annual Permit
Scope of Work and Conditions for Municipal Maintenance Permits
Annual Special Events Attachment for Municipalities
Banner Attachment for Municipalities
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION, CALL Various Staff (734) 595-6504, Ext: 2009 FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.	
A-21142	
ISSUE DATE	EXPIRES
1/1/2021	12/31/2021
REVIEW No.	WORK ORDER

PROJECT NAME
GROSSE POINTE WOODS - SPECIAL EVENTS

LOCATION	CITY/TWP
VARIOUS	GROSSE POINTE WOODS

PERMIT HOLDER CITY OF GROSSE POINTE WOODS 20025 MACK PLAZA DR GROSSE POINTE WOODS, MI 48236-2343	CONTRACTOR CONTACT <BLANK>
CONTACT FRANK SCHULTE (313) 343-2460	

DESCRIPTION OF PERMITTED ACTIVIT (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS.

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY. EACH REQUEST FOR A BANNER SHOULD BE SUBMITTED ONE MONTH PRIOR TO INSTALLMENT FOR APPROVAL.
PLEASE REFER TO ATTACHMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 955-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE.

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ([HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY PERMIT FEE \$0.00 PLAN REVIEW FEE..... \$0.00 PARK FEE..... \$0.00 OTHER FEE..... \$0.00 BOND..... \$0.00 INSPECTION DEPOSIT..... \$0.00 OTHER BOND \$0.00 TOTAL COSTS \$0.00 TOTAL CHECK AMOUNT \$0.00	DEPOSITOR LETTER OF CREDIT DEPOSITO	APPROVED PLANS PREPARED BY <table border="1"> <tr> <td>PLANS APPROVED B</td> <td>DATE PLANS APPROVED</td> </tr> <tr> <td></td> <td>1/1/2021</td> </tr> </table> REQUIRED ATTACHMENTS GENERAL CONDITIONS ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES SAMPLE COMMUNITY RESOLUTION RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/dps_engineering_cpoffice.htm	PLANS APPROVED B	DATE PLANS APPROVED		1/1/2021
PLANS APPROVED B	DATE PLANS APPROVED					
	1/1/2021					
CASHIER DATE 1/1/2021	(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)					

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

FRANK SCHULTE PERMIT HOLDER / AUTHORIZED AGENT	DATE	PREPARED BY
<BLANK> CONTRACTOR / AUTHORIZED AGENT	DATE	VALIDATED BY
		DATE



**Wayne County Department of Public Services
Engineering Division – Permit Office
Banner Attachment for Municipalities
Guidelines**

Pursuant to MCL §247.323, a permit for installation of any banner to be placed within or over County road right-of-way may be issued to a governing body of a city, incorporated village or township. Commercial signs shall not be permitted within the right-of-way of any road under the jurisdiction of the Wayne County.

A permit, authorizing the placement of banners within the County right-of-way may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the placement of banner(s). Each request shall be submitted on municipal letterhead and include the following information:

- a) The activity in connection with which the banner is to be placed;
- b) The location of the proposed installation, including distance to overhead traffic control devices;
- c) A description of the banner, including any legend or symbol thereon;
- d) The height of any overhead banner from the road surface to its lowest point;
- e) The dates the banner will be erected and removed. This period shall not exceed a time specified by the Permit Office. An acceptable period of time for banners to be in place is a total of three (3) weeks, except for Holiday decorations which may be in place for eight (8) weeks;
- f) Such other information as the Permit Office may deem necessary.

Upon approval of the request, a permit will be issue authorizing the special event activities.

Design & Placement Requirements

- a) Any banner shall be designed, installed and located so as to avoid danger to those using the road or undue interference with the free movement of traffic or maintenance operations.
- b) Any banner shall be securely fastened so as to have a minimum bottom height of 18 feet above the surface of the traveled way, shall be placed no closer than 100 feet in advance of flashing beacons or traffic control signals and shall be placed so as to not obstruct a clear view of traffic lights, signals or other traffic control devices.
- c) Banners shall not be attached to trees.
- d) No banner shall have displayed thereon any legend or symbol which may in any way be construed to advertise or otherwise promote the sale of or publicize any merchandise or commodity, or which may be construed to be political in nature.
- e) No banner shall have displayed thereon any device that is or purports to be an imitation of, resembles or may be mistaken for a traffic control device or which attempts to direct the movement of traffic.
- f) No banner shall be above ground figures, signs or other structures, objects or devices whether lit or unlit.
- g) Decorations shall not include flashing lights, reflective materials or other devices that may distract motorists.

Permit Conditions

- a) Any authorization may be revoked by the Permit Office if the banner placement becomes dangerous to those using the road or unduly interferes with the free movement of traffic or maintenance operations.
- b) The city, village or township making application shall faithfully fulfill all permit requirements.

An addendum authorization may be revoked by the Permit Office upon failure to comply with any permit conditions.



**Wayne County Department of Public Services
Engineering Division – Permit Office**

**Annual Special Events for Municipalities
Road Closure/Detour Guidelines**

An Annual Permit granting permission to temporarily close a County road for a reasonable length of time for a parade, marathon, celebration, festival or similar activity, or to use a County road as a detour for traffic around such activity taking place on a non-County road may be issued by the Permit Office to a governing body of a city, incorporated village or township.

A permit, granting authorization to close County roads and to set detours over County roads may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the commencement of a road closure. Each request shall be submitted on municipal letterhead and include the following information:

- a) The nature of the activity for which the permit is requested;
- b) The dates and times it is proposed to close and reopen the County road to traffic;
- c) The roads and/or portions of roads to be closed;
- d) The proposed detour route or routes, including a map if necessary to clearly describe the proposed detour.

The written request shall be sent to the following offices:

Wayne County Permit Office
33809 Michigan Ave
Wayne MI 48184

Wayne County Division of Roads
Traffic Operations Office
29900 Goddard Road
Romulus MI 48242

Upon approval of the request, a permit will be issue authorizing the special event activities.

Permit Conditions:

1. All roads temporarily closed under the permit shall be County local roads, as certified under Act 51, P.A. 1951, with residential frontage exclusive of section line (mile roads), quarter section line (collector roads) and border line roads.
2. Road closures authorized under the permit shall not be for the purpose of allowing private commercial activities such as advertising or the sale of goods, wares or produce.
3. The Permit Holder, at no expense to the County, shall provide any necessary police supervision.
4. Road closures authorized under the permit shall not have the effect of depriving property which is not adjacent to the section of road being closed from continuous uninterrupted access to the main public road system.
5. The closure or partial closure of the road and any detour route selected shall allow alternative routes for the reasonably safe and convenient movement of traffic.
6. Road closures authorized by the permit shall not exceed the approved duration, generally between 24 and 72 hours.
7. The Permit Holder shall, at no expense to the County, install, maintain and remove all traffic control devices required for the temporary road closure and detour routes.
8. All traffic control devices installed in conjunction with the road closure or partial closure and any detour route shall conform to the provisions of the current MMUTCD.
9. The Permit Holder shall, at its sole expense, immediately following conclusion of the permitted activity clean up and remove any litter, debris, refuse, etc., placed or left in the right-of-way as a result of the permitted activity. In the event that the Permit Holder fails to clean up as required, causing Wayne County to do the cleanup work, the Permit Holder shall reimburse Wayne County any costs incurred to restore the right-of-way.
10. The Permit Holder acknowledges that the County may, at its sole discretion, deny any road closure proposed under the permit.



Wayne County Department of Public Services Engineering Division – Permit Office Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications For Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a **START OF WORK NOTIFICATION** form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

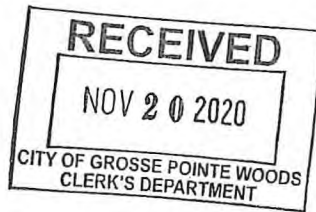
The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____
(name of Community), County of Wayne, Michigan, on _____.

9A



November 20, 2020

Invoice 11202020

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

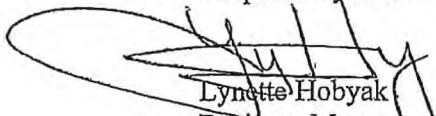
RE: December 2020 Services

For contract assessing services rendered:

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

TOTAL AMOUNT DUE \$ 6,258.25

Respectfully submitted,


Lynette Hobyak
Business Manager


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

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

101224818.000

SM. \$ 6258.25

11/20/20


11/20/2020



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

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

9B

November 17, 2020

Shawn Murphy
City of Grosse Pointe Woods
20025 Mack Avenue
Grosse Pointe Woods, Michigan 48236

RECEIVED
DEC -1 2020
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Reference: Recommendation for Payment
Robert E. Novitke Complex Generator
AEW Project No. 0160-0427

Dear Mrs. Murphy:

Enclosed please find Pay Application No. 1 for payment to Motor City Electric Co. for the above referenced project. For work performed through November 16, 2020, we recommend issuing payment for the Total Amount Due This Invoice in the amount of \$52,047.00 to Motor City Electric Co., 9440 Grinnell, Detroit, MI, 48213.

If you have any questions, please advise.

Sincerely,




Ross Wilberding, PE

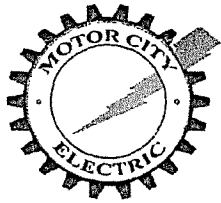
cc: Frank Schulte, DPW Director
Bruce Smith, City Administrator
Jeanne Duffy
Susan Como
Motor City Electric Co.

Enclosure: Application for Payment

M:\0160\0160-0427\ConstServices\PayEst\RecLetter1.docx

PO 46063
420-902-977.101
OK-FS \$52,047.00

SM 11/30/2020

11/30/2020



Motor City Electric Co.

"AN EQUAL OPPORTUNITY EMPLOYER"
REGISTERED TO ISO 9001:2000

9440 GRINNELL
DETROIT, MI 48213-1151

PHONE: (313) 921-5300

FAX: (313) 921-5310

TO: ANDERSON, ECKSTEIN, & WESTRICK, INC.
ATTN: ACCOUNTS PAYABLE DEPT.
51301 SCHOENHERR ROAD
SHELBY TWP., MICHIGAN 48315

INVOICE NO. : 55156

DATE: 11/16/20

CUSTOMER NO.: 01007

JOB NO.: 207049

RE: ROBERT E. NOVITKE COMPLEX GENERATOR

SUBCONTRACT NO.: 0160-0427

CONTRACT COMPLETED & STORED TO DATE:	20%	\$	57,830.00
LESS RETENTION:	10%	\$	5,783.00
		\$	<u>52,047.00</u>
LESS PREVIOUS PAYMENT REQUESTS:		\$	<u>0.00</u>
TOTAL AMOUNT DUE THIS INVOICE:		\$	<u><u>52,047.00</u></u>

Complete Electrical Construction

"We hereby certify that the articles and services covered by this invoice were produced and performed in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
ANDERSON, ECKSTEIN,
& WESTRICK, INC.
51301 SCHOENHERR ROAD
SHELBY TWP., MI 48315

PROJECT:
ROBERT. E NOVITKE
COMPLEX GENERATOR

APPLICATION NO: 55156
PERIOD TO: 11/30/2020
PROJECT NOS: 207049
CONTRACT NO: 1
CONTRACT DATE: 08/21/2020

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR:

Motor City Electric Co.
9440 Grinnell
Detroit MI 48213-1151

VIA ARCHITECT:

APPLICATION FOR PAYMENT

shown below, in connection with
the Contract. Continuation Sheet, AIA Document G703 is attached.

1. ORIGINAL CONTRACT SUM	\$	289,000.00
2. Net change by Change Orders	\$.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	289,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	57,830.00
5. RETAINAGE:	\$	5,783.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less line 5 total)	\$	52,047.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$.00
8. CURRENT PAYMENT DUE	\$	52,047.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	236,953.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown here is correct.

CONTRACTOR: MOTOR CITY ELECTRIC CO.

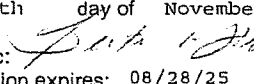
By: 

Date: 11/16/2020

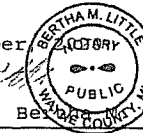
State of: Michigan

County of: Wayne

Subscribed and sworn to before
me this 16th day of November

Notary Public: 

My Commission expires: 08/28/25



Bertha M. Little
NOTARY PUBLIC - STATE OF MICHIGAN
County of Wayne
My Commission Expires 8/28/2025
Acting in the County of Wayne

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED

\$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are charged to conform to the Amount Certified)

ARCHITECT

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of Payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

Page 1 of 1

AIA Document G702, APPLICATION AND CERTIFICATION
 PAYMENT, containing Contractor's signed Certification, is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 55156
 APPLICATION DATE: 11/16/2020
 PERIOD TO: 11/30/2020
 PROJECT NO: 207049
 PROJECT NAME: ROBERT. E NOVITKE COMPLEX
 GENERATOR

A	B	C	D	E	F	G		H	I
ITEM NUMBER	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (C + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
001	MOBILIZATION	13,980.00	.00	13,980.00	.00	13,980.00	100	.00	1,398.00
002	AUDIO-VISUAL RECORD OF CONSTRUCTION AREA	1,055.00	.00	.00	.00	.00	0	1,055.00	.00
003	TREE REMOVALS	4,385.00	.00	4,385.00	.00	4,385.00	100	.00	438.50
004	REMOVE AND SALVAGE EXISTING GENERATOR	5,650.00	.00	.00	.00	.00	0	5,650.00	.00
005	RESTORE GENERATOR ROOM	7,700.00	.00	.00	.00	.00	0	7,700.00	.00
006	ALLOWANCE/GENERATOR ROOM DOOR/DAMAGE TO	5,000.00	.00	.00	.00	.00	0	5,000.00	.00
007	GENERATOR FOUNDATION	12,340.00	.00	12,340.00	.00	12,340.00	100	.00	1,234.00
008	MODIFY ELECTRICAL SYSTEM	27,125.00	.00	27,125.00	.00	27,125.00	100	.00	2,712.50
009	200KW GENERATOR	180,110.00	.00	.00	.00	.00	0	180,110.00	.00
010	AUTOMATIC TRANSFER SWITCH (600AMP)	8,845.00	.00	.00	.00	.00	0	8,845.00	.00
011	AUTOMATIC TRANFER SWITCH (200AMP)	5,535.00	.00	.00	.00	.00	0	5,535.00	.00
012	ARBORVITEA	4,430.00	.00	.00	.00	.00	0	4,430.00	.00
013	RESTORATION	3,445.00	.00	.00	.00	.00	0	3,445.00	.00
014	CONTINGENCY	9,400.00	.00	.00	.00	.00	0	9,400.00	.00
		289,000.00		57,830.00		57,830.00			5,783.00
			.00		.00			231,170.00	

SWORN STATEMENT

STATE OF Michigan)
)SS
COUNTY OF Wayne)

Jessica A. McDaniel, being duly sworn, deposes and says:

That Motor City Electric Co. is the (contractor) (sub-contractor) for an improvement to the following described real property situated in Macomb County, Michigan, described as follows:

Anderson, Eckstein & Westrick, Inc. – Robert E. Novitke Complex Generator PO# 0160-0427

(Insert Legal Description of Property)

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages of fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

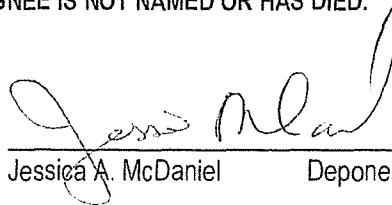
Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Amount of Laborer Wages Due	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
All labor and applicable taxes paid to date through week ending 11/07/20						
All fringe benefits paid to date through week ending 10/24/20						
All suppliers providing materials that have not come out of contractor's inventory have been paid in full.						
Ideal Contracting	Subcontractor	59,970.00	0.00	0.00	0.0	0.00
Totals						

(Some columns may not be applicable to all persons listed)

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above. ¹

Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as Accounts Receivable Clerk of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 or the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

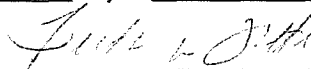
WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE MICHIGAN CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

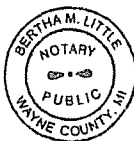

Jessica A. McDaniel Deponent

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE MICHIGAN CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this

16th day of November, 2020


Bertha M. Little Notary Public
In and For Wayne County, Michigan
My Commission Expires: 08/28/25



Bertha M. Little
NOTARY PUBLIC - STATE OF MICHIGAN
County of Wayne
My Commission Expires 8/28/2025
Acting in the County of Wayne

¹Material furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.

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DEC -1 2020

9C

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

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

INVOICE

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

November 4, 2020
Project No: 0160-0417-0
Invoice No: 0128399

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

Professional Services from September 28, 2020 to October 25, 2020

Professional Personnel

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
PRINCIPAL ENGINEER	5.50	103.00	566.50
LICENSED ENG/SUR/ARC	5.00	103.00	515.00
TEAM LEADER	3.50	83.50	292.25
ENGINEERING AIDE III	.60	70.00	42.00
ENGINEERING AIDE II	2.50	62.00	155.00
CONSTRUCTION OBSERVATION			
TEAM LEADER	1.00	83.50	83.50
ENGINEERING AIDE III	2.00	70.00	140.00
ENGINEERING AIDE II	19.50	62.00	1,209.00
Totals	39.60		3,003.25
Total Labor			3,003.25

Billing Limits	Current	Prior	To-Date
Total Billings	3,003.25	112,270.72	115,273.97
Limit			197,500.00
Remaining			82,226.03

Total this Invoice \$3,003.25

Outstanding Invoices

Number	Date	Balance
0128195	10/20/2020	29,860.20
Total		29,860.20

PO 45552
592-537-977.310
OK - PJ

11/30/2020 SM.
[Signature] 11/30/2020

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CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT



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

INVOICE

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

November 5, 2020
Project No: 0160-0432-0
Invoice No: 0128470

Project 0160-0432-0 2020-2021 GIS MAINTENANCE
FOR: UPDATES TO GIS PROTAL BASEMAP
Professional Services from September 28, 2020 to October 25, 2020
Professional Personnel

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER			
LOCKWOOD, SCOTT	1.00	103.00	103.00
GIS UPDATES			
ENGINEERING AIDE III			
KOWALCHICK, ANTHONY	6.30	70.00	441.00
add missing leads, update anno for leads			
KOWALCHICK, ANTHONY	7.50	70.00	525.00
add missing pipes/leads adjust lead anno			
KOWALCHICK, ANTHONY	1.00	70.00	70.00
addjsut a few more leads and Anno			
KOWALCHICK, ANTHONY	1.50	70.00	105.00
adjust leads and anno			
KOWALCHICK, ANTHONY	6.20	70.00	434.00
edit leads anno and add missing pipes			
KOWALCHICK, ANTHONY	7.50	70.00	525.00
move leads anno, add missing leads			
SVOBODA, JOSEPH	21.20	70.00	1,484.00
created voter precinct map			
Totals	52.20		3,687.00
Total Labor			3,687.00

Billing Limits	Current	Prior	To-Date
Total Billings	3,687.00	2,861.75	6,548.75
Limit			21,000.00
Remaining			14,451.25

Total this Invoice \$3,687.00

Outstanding Invoices

Number	Date	Balance
0128337	10/23/2020	2,861.75
Total		2,861.75

PO 45244

572-577-9771.000

OK - FB

11/30/2020 SM

Done Smith 11/30/2020

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

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CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

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

INVOICE

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

November 17, 2020
Project No: 0160-0408-0
Invoice No: 0128641

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

Professional Services from September 28, 2020 to October 25, 2020

Professional Personnel

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
PRINCIPAL ENGINEER			
LOCKWOOD, SCOTT	.50	103.00	51.50
ENGINEERING AIDE III			
SWITZER, BRIDGET	1.00	70.00	70.00
CECC CP Review / Cougar No Work Note / Needs List			
SWITZER, BRIDGET	.10	70.00	7.00
MDOT Fiscal Year End Estimate			
SWITZER, BRIDGET	.20	70.00	14.00
Needs List Update			
SWITZER, BRIDGET	.10	70.00	7.00
Project Status Review of Workload list & Update / Needs List Review			
SWITZER, BRIDGET	.30	70.00	21.00
WRI Processing			
SENIOR PROJECT ENGINEER			
VIGNERON, MICHAEL	2.50	103.00	257.50
Contract Administration / Project Closeout			
Totals	4.70		428.00
Total Labor			428.00

Billing Limits	Current	Prior	To-Date
Total Billings	428.00	242,525.15	242,953.15
Limit			257,903.00
Remaining			14,949.85

Total this Invoice \$428.00

PO 45443

11/2020 45443-944.802

OK - FJ

SM 11/30/2020. *[Signature]* 11/30/2020

\$428.00

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

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CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

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

INVOICE

November 17, 2020

Project No: 0160-0411-0

Invoice No: 0128642

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

Project 0160-0411-0 2019 SEWER STRUCTURE REHABILITATION

P.O. 19-45216 - (43,000)

P.O. 19-45445 - (111,000)

Professional Services from September 28, 2020 to October 25, 2020

Professional Personnel

	Hours	Rate	Amount
SECRETARIAL			
SECRETARIAL	1.00	33.00	33.00
CONTRACT ADMINISTRATION			
TEAM LEADER	1.00	83.50	83.50
ENGINEERING AIDE III	.20	70.00	14.00
ENGINEERING AIDE II	2.00	62.00	124.00
Totals	4.20		254.50
Total Labor			254.50

Billing Limits	Current	Prior	To-Date
Total Billings	254.50	153,336.83	153,591.33
Limit			154,000.00
Remaining			408.67
Total this Invoice			\$254.50

PO 45445
#202-451-974.201 \$2.55
#203-451-974.201 \$48.35
#592-537-975.401 \$33.09
#592-537-976.001 \$170.51
OK- *[Signature]* \$254.50

11/30/2020 SM.

[Signature] 11/30/2020

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 DEC - 1 2020
 CITY OF GROSSE POINTE WOODS
 CLERK'S DEPARTMENT

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

INVOICE

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

November 17, 2020
 Project No: 0160-0413-0
 Invoice No: 0128643

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

Professional Services from September 28, 2020 to October 25, 2020
 Professional Personnel

	Hours	Rate	Amount
SECRETARIAL			
SECRETARIAL	1.00	33.00	33.00
CONTRACT ADMINISTRATION			
TEAM LEADER	1.50	83.50	125.25
ENGINEERING AIDE III	.70	70.00	49.00
ENGINEERING AIDE II	1.50	62.00	93.00
CONSTRUCTION OBSERVATION			
ENGINEERING AIDE II	4.00	62.00	248.00
Totals	8.70		548.25
Total Labor			548.25

Billing Limits	Current	Prior	To-Date
Total Billings	548.25	84,414.30	84,962.55
Limit			106,000.00
Remaining			21,037.45
Total this Invoice			\$548.25

PO 45637
 # 592-537-976.001
 OK. JS
 11/30/2020 SM
 [Signature] 11/30/2020

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CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

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

INVOICE

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

November 17, 2020

Project No: 0160-0414-0

Invoice No: 0128644

Project 0160-0414-0 BEAUFIT ROAD RECONSTRUCTION-MACK TO WCL

FOR: INCLUDES OXFORD ROAD JACKSON TO HELEN

P.O. 19-45151 \$85,000

P.O. 19-45495 - \$180,000

Professional Services from September 28, 2020 to October 25, 2020

Professional Personnel

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
PRINCIPAL ENGINEER	.50	103.00	51.50
LICENSED ENG/SUR/ARC	.50	103.00	51.50
ENGINEERING AIDE II	1.50	62.00	93.00
Totals	2.50		196.00
Total Labor			196.00

Billing Limits	Current	Prior	To-Date
Total Billings	196.00	204,127.28	204,323.28
Limit			265,000.00
Remaining			60,676.72

Total this Invoice ~~196.00~~ \$196.00

P.O. 45495
202-451-974.201 \$15.62
203-451-977.003 \$131.32
203-451-974.201 \$13.72
592-537-975.401 \$35.28
OK - FJ
\$196.00

11/30/2020 sm
~~11/30/2020~~

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CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT



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

INVOICE

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

November 17, 2020

Project No: 0160-0425-0

Invoice No: 0128646

Project 0160-0425-0 LFP VEHICULAR BRIDGE REPLACEMENT

PURCHASE ORDER #20-46060

Professional Services from September 28, 2020 to October 25, 2020

Fee

Construction Cost (Estimated)	542,000.00		
Fee Percentage	6.90		
Total Fee	37,398.00		
Percent Complete	100.00	Total Earned	37,398.00
		Previous Fee Billing	33,658.20
		Current Fee Billing	3,739.80
		Total Fee	3,739.80
		Total this Invoice	\$3,739.80

PO 46060

401-903-977.109

JK - EP

11/30/2020 SM.

[Signature] 11/30/2020

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CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

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

INVOICE

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

November 17, 2020
Project No: 0160-0427-0
Invoice No: 0128647

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

Professional Services from September 28, 2020 to October 25, 2020

Professional Personnel

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER	7.00	103.00	721.00
CONTRACT ADMINISTRATION			
LICENSED ENG/SUR/ARC	4.00	103.00	412.00
ENGINEERING AIDE II	.50	62.00	31.00
MECHANICAL/ELECTRICAL DESIGN			
SENIOR PROJECT ENGINEER	5.80	103.00	597.40
Totals	17.30		1,761.40
Total Labor			1,761.40

Billing Limits	Current	Prior	To-Date
Total Billings	1,761.40	17,977.80	19,739.20
Limit			20,000.00
Remaining			260.80

Total this Invoice \$1,761.40

PO 45809

#420-457-974.201

OK - *[Signature]*

11/30/2020 SM.

[Signature] 11/30/2020

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CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT



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

INVOICE

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

November 17, 2020
Project No: 0160-0428-0
Invoice No: 0128648

Project 0160-0428-0 2020 CONCRETE PAVEMENT REPAIR PROGRAM
PURCHASE ORDER #20-46055
Professional Services from September 28, 2020 to October 25, 2020
Professional Personnel

	Hours	Rate	Amount	
RESEARCH/REVIEW				
PRINCIPAL ENGINEER	2.00	103.00	206.00	
CONTRACT ADMINISTRATION				
GRADUATE ENG/SUR/ARC	11.50	83.50	960.25	
TEAM LEADER	23.50	83.50	1,962.25	
ENGINEERING AIDE III	1.20	70.00	84.00	
ENGINEERING AIDE II	3.50	62.00	217.00	
CONSTRUCTION OBSERVATION				
ENGINEERING AIDE III	17.20	70.00	1,204.00	
ENGINEERING AIDE II	137.50	62.00	8,525.00	
ENGINEERING AIDE I	43.00	56.00	2,408.00	
BASE MAPS				
GRADUATE ENG/SUR/ARC	6.00	83.50	501.00	
Totals	245.40		16,067.50	
Total Labor				16,067.50

Reimbursable Expenses

REIMB. MISC. EXPENSE				
10/20/2020	G2 CONSULTING GROUP	Invoice #202159	2,130.00	
	Total Reimbursables		2,130.00	2,130.00

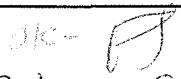
Billing Limits


	Current	Prior	To-Date
Total Billings	18,197.50	15,456.70	33,654.20
Limit			134,000.00
Remaining			100,345.80

Total this Invoice \$18,197.50

70 46055
202-451-174-201 \$3,457.53
202-451-174-201 \$2,183.70
585-561-172-200 \$9,098.75
442-457-000-401 \$3,457.52

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

OK - 
OK 11/30/2020 SM

\$18,197.50
 11/24/2020

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

Voice: 248.680.0400
Fax: 248.680.9745

INVOICE

Invoice Number: 202159
 Invoice Date: September 1, 2020
 Page Number: 1

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

Customer ID	Purchase Order No.	G2 Project No.	
AEW001	AEW No. 0160-0428	200837	
Payment Terms	Due Date	Ship Date	Shipping Method
Net 30 Days	October 1, 2020		

Quantity	Description	Unit Price	Amount
15.25	Engineering Technician, Regular Hours, each	60.00	915.00
1.00	Engineering Technician, Regular Hours, Cylinder Pick-Up on 9/30/20, each	60.00	60.00
1.00	Engineering Technician, Overtime Hours, Cylinder Pick-Up on 9/26/20, each	90.00	90.00
3.00	Project Manager, per hour	150.00	450.00
1.50	Administrative Assistant, per hour	50.00	75.00
36.00	Compressive Strength Test Cylinders, each	15.00	540.00
	AEW No. 0160-0428		
	2020 Concrete Program, Grosse Pointe Woods, Michigan - Quality Control Observation and Testing Services on 9/23/20 through 9/30/20		
	Client Contact: Brad Smith		

Total Invoice Amount \$ 2,130.00

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

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

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DEC -1 2020

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

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

INVOICE

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

November 17, 2020

Project No: 0160-0429-0

Invoice No: 0128649

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

Professional Services from September 28, 2020 to October 25, 2020

Fee

Construction Cost	377,392.00
Fee Percentage	3.00
Total Fee	11,321.76

Percent Complete	100.00	Total Earned	11,321.76
		Previous Fee Billing	11,250.00
		Current Fee Billing	71.76
		Total Fee	71.76

Professional Personnel

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER	1.00	103.00	103.00
CONTRACT ADMINISTRATION			
TEAM LEADER	1.00	83.50	83.50
ENGINEERING AIDE II	2.50	62.00	155.00
Totals	4.50		341.50
Total Labor			341.50
Total this Invoice			\$413.26

PO 46058
#592-537-176.001

FB

11/30/2020 SM

Ernie Smith 11/30/2020

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CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

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

INVOICE

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

November 18, 2020

Project No: 0160-0418-0

Invoice No: 0128659

Project 0160-0418-0 2020-2021 GENERAL ENGINEERING

Professional Services from September 28, 2020 to October 25, 2020

Professional Personnel

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER	4.50	103.00	463.50
QUANTITIES			
GRADUATE ENG/SUR/ARC	22.50	83.50	1,878.75
STUDIES			
LICENSED ENG/SUR/ARC	1.00	103.00	103.00
GENERAL			
SENIOR PROJECT ENGINEER	1.00	103.00	103.00
Totals	29.00		2,548.25
Total Labor			2,548.25

Billing Limits	Current	Prior	To-Date
Total Billings	2,548.25	3,929.55	6,477.80
Limit			15,000.00
Remaining			8,522.20

Total this Invoice \$2,548.25

PO 45845

101-444-818.000 \$249.42

101-444-818.000 \$249.42

592-537-818.000 \$849.41

OK- F

\$ 2,548.25

11/30/2020 SM

Bruce Smith 11/30/2020

KITCH DRUTCHAS WAGNER VALITUTTI & SHERBROOK

A PROFESSIONAL CORPORATION
Attorneys and Counselors

ONE WOODWARD AVENUE, SUITE 2400
DETROIT, MICHIGAN 48226-5485

313-965-7900

IRS # 98-1588224

RECEIVED
DEC - 1 2020

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

AUGUST 31, 2020

FILE # 4297.005841
INVOICE # 478414

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

REGARDING: AT&T CELL TOWER RENEWAL - 5TH AM

FOR PROFESSIONAL SERVICES RENDERED

07/20/20 MJW REVIEW CITY ATTY'S EMAIL AND ATTACHED
EXHIBITS AND EDITS TO MY 1ST DRAFT LETTER
INCLUDING DATE OF TERMINATION ISSUE; MAKE
LETTER CHANGES AND PREPARE FOR SENDING TO ATT
AND MD7; DISCUSSION WITH CITY ATTY RE ALL THE
ABOVE

101240812.000

12/1/20 SM

\$604.75

1.20

12/1/20

07/21/20 MJW EMAIL EXCHANGE WITH CLIENT RE AUTHORIZATION
TO PROCEED AND SEND LETTER TO AT&T; FINALIZE
AND SEND LETTER RE RENEWAL PROPOSAL TO AT&T
AND MD7

.50

07/29/20 MJW EMAIL EXCHANGE WITH AT&T RE EQPT ADDITION
REQUEST AND RENEWAL

.30

TOTAL HOURLY CHARGES

\$600.00

-----RECAP-----

TIMEKEEPER	RATE	HOURS	AMOUNT
MICHAEL J WATZA	300.00	2.00	600.00
TOTALS		2.00	600.00

DISBURSEMENTS

DATE	DESCRIPTION	AMOUNT
	POSTAGE	2.50
	XEROX	2.25
	TOTAL DISBURSEMENTS	\$4.75
	CURRENT AMOUNT DUE	\$604.75

YOUR FILE WILL BE DESTROYED 2 YEARS AFTER CLOSING
UNLESS YOU NOTIFY US IN ADVANCE

KITCH DRUTCHAS WAGNER VALITUTTI & SHERBROOK

A PROFESSIONAL CORPORATION
Attorneys and Counselors

ONE WOODWARD AVENUE, SUITE 2400
DETROIT, MICHIGAN 48226-5485

313-965-7900

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NOV 12 2020

IRS # 38-1896224

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

SEPTEMBER 30, 2020

FILE # 4297.005841
INVOICE # 480664

101210812000

\$ 2070.00 Gm

11/16/2020 11/12/20

REGARDING: AT&T CELL TOWER RENEWAL - 5TH AM

OUTSTANDING INVOICES

DATE	INVOICE #	BILLED	PAID	BALANCE DUE
08/31/20	478414	\$604.75	\$.00	\$604.75
TOTAL OUTSTANDING INVOICES				\$604.75

FOR PROFESSIONAL SERVICES RENDERED

08/05/20	MJW DISCUSSION WITH CLIENT COUNSEL RE LEASE VS LICENSE ISSUES; RESEARCH SAME AND PROVIDE A SUMMARY AND CITATIONS RE SAME; REVIEW CITY ATTY CASES CITED AS WELL	2.20
08/06/20	MJW EMAIL FROM AT&T RE RENEWAL AND UPGRADE ISSUES	.20
08/10/20	MJW FURTHER EMAILS WITH ATT RE RENEWAL AND UPGRADES	.20
08/11/20	MJW REVIEW CHARTER PROVISIONS RE SALES AND LEASE OF REALTY; BRIEF EMAIL DISCUSSION WITH CITY ATTY RE SAME	.30
08/18/20	MJW INITIAL CALL WITH BLACK AND VEATCH ON BEHALF OF ATT RE CELL TOWER RENEWAL; BRIEF EMAIL TO CLIENT RE SAME	.50
08/24/20	MJW REVIEW ATT PAYMENT HISTORY IN ORDER TO VERIFY CORRECT PAYMENT AMT'S; REPORT TO CITY ATTY THAT THERE MAY BE AN ERROR IN OUR FAVOR OF APPROX. 400/MO FOR SOME PERIOD OF TIME; RECOMMEND FINANCE STAFF REVIEW FOR CONFIRMATION OF ERROR OR NOT	2.00

KITCH DRUTCHAS WAGNER VALITUTTI & SHERBROOK

A PROFESSIONAL CORPORATION

Attorneys and Counselors

ONE WOODWARD AVENUE, SUITE 2400

DETROIT, MICHIGAN 48226-5485

313-965-7900

IRS # 38-1896224

CITY OF GROSSE POINTE WOODS

Sep 30, 2020

PAGE 2

FILE NUMBER: 4297.005841

INVOICE NO.: 480664

08/25/20 MJW	EMAIL FROM CITY ATTY TO CITY FINANCE DEPT ASKING FOR AN AUDIT OF THE ATT LICENSE PAYMENTS PER MY REVIEW AND RECOMMENDATION; PULL TOGETHER MY RECORDS AND CALCULATIONS AND SEVERAL AGREEMENTS WITH ATT AND SUMMARIZING AND EXPLAINING MY CONCERNS AND SENDING SAME TO FINANCE DEPT BY EMAIL; BRIEF RESEARCH ON 24 YEAR LOOK BACK	1.00
08/26/20 MJW	BRIEF EMAIL DISCUSSIONS WITH CITY FINANCE RE AUDIT OF AT&T PAYMENTS; FOLLOW UP WITH CITY ATTY	.20
08/27/20 MJW	RECEIPT OF NEW DOCUMENTS FROM CITY ATTY RE HISTORY OF THE ATT CELL TOWER AND EFFORT TO FOLLOWUP WITH CITY FINANCE DEPT; BRIEF COMMENT IN RESPONSE; PHONE CALL FOLLOW UP	.30

TOTAL HOURLY CHARGES	\$2,070.00
----------------------	------------

-----RECAP-----

TIMEKEEPER	RATE	HOURS	AMOUNT
MICHAEL J WATZA	300.00	6.90	2,070.00
TOTALS		6.90	2,070.00

CURRENT AMOUNT DUE	\$2,070.00
OUTSTANDING INVOICES	\$604.75
TOTAL AMOUNT DUE	\$2,674.75

KITCH DRUTCHAS WAGNER VALITUTTI & SHERBROOKA PROFESSIONAL CORPORATION
Attorneys and CounselorsONE WOODWARD AVENUE, SUITE 2400
DETROIT, MICHIGAN 48226-5485**RECEIVED**

313-965-7900

IRS # 88-1896224
NOV 12CITY OF GROSSE POINTE WOODS
ATTN: BRUCE J SMITH
CITY ADMINISTRATOR
20025 MACK PLAZA
GROSSE POINTE WOODS, MI 48236OCTOBER 31, 2020
FILE # 4297.005841
INVOICE # 483423

REGARDING: AT&T CELL TOWER RENEWAL - 5TH AM

OUTSTANDING INVOICES

DATE	INVOICE #	BILLED	PAID	BALANCE DUE
08/31/20	478414	\$604.75	\$.00	\$604.75
09/30/20	480664	\$2070.00	\$.00	\$2070.00
TOTAL OUTSTANDING INVOICES				\$2,674.75

FOR PROFESSIONAL SERVICES RENDERED

09/10/20 MJW EMAIL AND PHONE CALL TO BLACK & VEATCH RE ATT LICENSE RENEWAL OFFER; CONVEY OFFER TO CLIENT WITH RECOMMENDED COUNTERS; PREPARE RESPONSE TO BLACK & VEATCH AWAITING CITY INPUT	1.50
09/11/20 MJW PHONE CALL WITH CITY ATTY RE ATT OFFER AND OUR POTENTIAL COUNTER; EDIT COUNTERPROPOSAL AND SEND TO CITY ATTY FOR CONSIDERATION AND APPROVAL; REVIEW ATT REVENUE SHARE IN PAR 5(A) OF THE 1ST ADDENDUM PER CITY ATTY REFERENCE; REPLY TO CITY ATTY RE SAME; FURTHER DISCUSSION WITH CITY ATTY RE MAYOR'S INPUT ON LIMITING ATT K TERMINATION RIGHTS AND COST OF REMOVAL AND REQUEST FOR CLOSED SESSION ON SEPTEMBER 28 TO DISCUSS FURTHER; REVISE PROPOSED COUNTER TO ATT ACCORDINGLY AND ADVISE B&V OF SEPTEMBER 28 MEETING	3.50
09/22/20 MJW W-9 DISCUSSION WITH B&V AND CITY	.30
09/25/20 MJW PHONE CALLS FROM CITY ATTY RE MONDAY ZOOM COUNCIL MEETING PREP	.20
09/28/20 MJW PREP FOR AND ZOOM ATTENDANCE AT CITY COUNCIL MEETING TO DISCUSS ATT CELL TOWER RENEWAL	1.50

TOTAL HOURLY CHARGES \$2,100.00

KITCH DRUTCHAS WAGNER VALITUTTI & SHERBROOK

A PROFESSIONAL CORPORATION

Attorneys and Counselors

ONE WOODWARD AVENUE, SUITE 2400
DETROIT, MICHIGAN 48226-5485

313-965-7900

IRS # 38-1896224

CITY OF GROSSE POINTE WOODS
FILE NUMBER: 4297.005841
INVOICE NO.: 483423

Oct 31, 2020

PAGE 2

-----RECAP-----			
TIMEKEEPER	RATE	HOURS	AMOUNT
MICHAEL J WATZA	300.00	7.00	2,100.00
TOTALS		7.00	2,100.00

CURRENT AMOUNT DUE

\$2,100.00

OUTSTANDING INVOICES

\$2,674.75

TOTAL AMOUNT DUE

\$4,774.75

MCGRAW MORRIS P.C.

2075 WEST BIG BEAVER
SUITE 750
TROY, MI 48084
248-502-4000
TAX I.D. #27-1058649

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DEC - 1 2020

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Attn: BRUCE SMITH
CITY OF GROSSE POINTE WOODS
20025 MACK PLAZA
GROSSE POINTE WOODS, MI 48236

Statement Date: November 4, 2020
Statement No. 7290
Account No. 3184.100
Page: 1

RE: FOIA MATTERS

101-210-801.000
11-9-2020

OUR FILE #3184.1000

Fees

Bruce Smith 11/9
Stacy J. Belisle

			Hours	
10/13/2020	SJB	REVIEW AND ANALYZE REQUEST FOR ZONING INFORMATION.	0.40	70.00
10/14/2020	SJB	REVIEW RECOMMENDED DRAFT FOIA PROCEDURES RECEIVED FROM CLIENT; EMAILS WITH CLIENT REGARDING FOIA REQUEST FOR ZONING INFORMATION; TELEPHONE CALL WITH CLIENT REGARDING RESPONSE TO ZONING FOIA.	1.20	210.00
10/30/2020	SJB	REVIEW ISSUES RELATIVE TO RESPONSES TO FOIA REQUESTS GENERALLY AND PARTICULARLY POLICE REQUESTS.	0.40	70.00
		For Current Services Rendered	2.00	350.00

Timekeeper
STACY J. BELISLE

Recapitulation
Title
Partner

Hours
2.00
Rate
\$175.00

Previous Balance	\$437.50
Total Current Work	350.00

Payments

10/23/2020	Payment - Thank you	-437.50
	Balance Due	<u>\$350.00</u>

McGraw Morris P.C.

GRAND RAPIDS

TROY

SAGINAW

THOMAS J. MCGRAW
G. GUS MORRIS
CRAIG R. NOLAND
STACY J. BELISLE
KEVIN K. KILBY
CHRISTOPHER J. RAITI
CHARLES E. LOVELL
AMANDA M. ZDARSKY
THOMAS D. LANDA
ERIC C. TURNBULL

2075 W. BIG BEAVER ROAD
SUITE 750
TROY, MICHIGAN 48084
TELEPHONE: (248) 502-4000
FACSIMILE: (248) 502-4001

November 6, 2020

GLENN A. DIEGEL
OF COUNSEL

ATTN: BRUCE SMITH
CITY OF GROSSE POINTE WOODS
20025 MACK PLAZA
GROSSE PTE. WOODS, MI 48236

RE: STATEMENT 7290 – LEGAL SERVICES FOR CITY OF TROY

Balance prior Invoice:	\$437.50
Payment Received :	<u>-437.50</u>
Balance remaining:	\$ 0.00
STACY J. BELISLE: 2.00 Hours x \$175/hr =	\$350.00
BALANCE DUE:	\$350.00

9F

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 550
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
www.kellerthoma.com

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DEC -1 2020

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

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

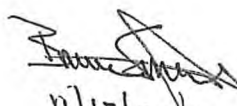
November 01, 2020
Client: 000896
Matter: 000000
Invoice #: 119411

REGARDING: GENERAL MATTERS

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

TOTAL \$4,408.11

101210810000


11/13/2020

SMurphy 11-13-2020

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
www.kellerthoma.com

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NOV 18 2020

CITY OF GROSSE POINTE WOODS

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

Attention: Bruce Smith, City Manager

November 01, 2020


Client: 000896

Matter: 000000

Invoice #: 119411

Page: 1

RE: GENERAL MATTERS

sm 10/21/2020 \$4408.11
11/18/20

11/18/2020

For Professional Services Rendered through October 31, 2020

DATE	ATTY	DESCRIPTION	HOURS
10/1/2020	GSR	Conference with Mr. Smith and Director Kosanke regarding POLC grievance; telephone call from City Clerk regarding OMA agenda issue.	0.50
10/5/2020	GSR	Attention to preparation of legal opinion regarding Public Safety department COVID time and correspondence with Mr. Smith and Director Kosanke regarding the same; attendance at closed session meeting of council.	3.25
10/6/2020	GSR	Telephone call from Director Kosanke regarding grievance settlement and memo regarding FFCRA leave; preparation of same; telephone discussion with Director Kosanke and Mr. Smith regarding the same.	1.00
10/7/2020	GSR	Correspondence and telephone discussion with Ms. Behrens regarding retiree healthcare matter; attention to review of documents regarding the same.	1.00
10/8/2020	GPK	Attention to preparation of correspondence regarding employee matter.	0.25
10/8/2020	GSR	Correspondence and telephone discussion with Ms. Behrens regarding retiree healthcare matter.	0.25
10/8/2020	KEJ	Attention to review of Affordable Care Act, Pension Ordinance, and collective bargaining agreement regarding retiree only health insurance plan and coverage for retirees' dependents and spouse.	1.25
10/9/2020	GSR	Telephone call from and to Ms. Behrens regarding retiree healthcare matter; conference with Ms. Behrens, Mr. Smith, and Director Kosanke regarding the same.	1.00
10/13/2020	GSR	Correspondence and telephone discussion with Ms. Behrens regarding FMLA matter and retiree healthcare matter; telephone discussions with Mr. Smith regarding employee performance matter.	1.00

KELLER THOMA
A PROFESSIONAL CORPORATION

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

November 01, 2020
Client: 000896
Matter: 000000
Invoice #: 119411

Attention: Bruce Smith, City Manager

Page: 2

RE: GENERAL MATTERS

DATE	ATTY	DESCRIPTION	HOURS
10/13/2020	KEJ	Attention to review of employee's FMLA certification and designation forms, applicable CBA, and current paid time off usage.	0.75
10/14/2020	GSR	Attendance at Zoom meeting regarding employee FMLA matter.	1.25
10/15/2020	GSR	Correspondence and telephone discussion with Ms. Behrens regarding FMLA matter; attention to preparation of grievance response regarding Arthur grievance and correspondence to Director Kosanke regarding the same.	1.50
10/16/2020	GSR	Correspondence and telephone call from Ms. Behrens regarding FMLA matter.	0.50
10/19/2020	GSR	Correspondence and telephone discussion with Ms. Behrens regarding employee FMLA matter; telephone call from Mr. Smith regarding employee matter.	0.50
10/19/2020	TLF	Telephone call from Ms. Behrens regarding workers' compensation claim by police officer with chest pains; receipt and review of correspondence from Ms. Behrens regarding employee with Tourette's syndrome (.25).	0.50
10/19/2020	KEJ	Attention to review of legal authority regarding recertification and draft letter to employee regarding curing deficiencies in recertification.	2.25
10/20/2020	GPK	Telephone call from Mr. Tomassi regarding employee arbitration.	0.25
10/20/2020	GSR	Correspondence with Ms. Behrens regarding employee FMLA matter.	0.25
10/20/2020	TLF	Telephone call to Mr. Smith regarding reasonable accommodation for City employee and complaint regarding same; telephone call from Ms. Behrens regarding complaint.	0.75
10/21/2020	TLF	Telephone call to Mr. Smith regarding internal investigation; receipt and review of statements by employees regarding complaint.	0.75
10/22/2020	GSR	Correspondence with Mr. Smith regarding Arthur grievance.	0.25
10/22/2020	TLF	Attendance at City Hall for investigation with Mr. Smith; conversation with Mr. Smith regarding same.	1.75
10/26/2020	GSR	Telephone call to Mr. Smith regarding Arthur grievance; attention to review of FMLA documentation and telephone call to Ms. Behrens regarding the same.	0.75
10/27/2020	GPK	Telephone call to Director Kosanke regarding employee matter.	0.25
10/28/2020	GPK	Attention to preparation for and attendance at Pre-Hearing Conference regarding employee matter.	1.00
10/29/2020	GPK	Attention to preparation of correspondence regarding employee matter; telephone call from Director Konstanze regarding same.	0.50
10/29/2020	GSR	Correspondence with Mr. Smith regarding employee matter.	0.25
10/29/2020	TLF	Attention to preparation of investigation report.	2.00
Total Services			\$4,398.75

KELLER THOMA
A PROFESSIONAL CORPORATION

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

Attention: Bruce Smith, City Manager

November 01, 2020

Client: 000896

Matter: 000000

Invoice #: 119411

Page: 3

RE: GENERAL MATTERS

ATTORNEY		HOURS	RATE	AMOUNT
TLF	THOMAS L. FLEURY	5.75	\$175.00	\$1,006.25
KEJ	KATHRYN E. JONES	4.25	\$160.00	\$680.00
GPB	GARY P. KING	2.25	\$175.00	\$393.75
GSR	GOURI SASHITAL	13.25	\$175.00	\$2,318.75

DISBURSEMENTS

9/8/2020	AT&T TELECONFERENCE SERVICES- Conference Call-	\$9.36
	Total Disbursements	\$9.36

Total Amount Due **\$4,408.11**

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 550
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
www.kellerthoma.com

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CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT
FEDERAL I.D. 38-1996878

CITY OF HUNTINGTON WOODS
26815 Scotia Road
Huntington Woods, MI 48070
Attention: Ms. Amy Sullivan

November 01, 2020
Client: 001289
Matter: 000000
Invoice #: 119414

REGARDING: GENERAL MATTERS

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

TOTAL \$437.50

101210810000.

11/30 SM
B. Smith 11/30/2020

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
www.kellerthoma.com

FEDERAL I.D. 38-1996878

CITY OF HUNTINGTON WOODS
26815 Scotia Road
Huntington Woods, MI 48070

Attention: Ms. Amy Sullivan

November 01, 2020
Client: 001289
Matter: 000000
Invoice #: 119414

Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through October 31, 2020

DATE	DESCRIPTION	HOURS
10/7/2020	Telephone call from Ms. Sullivan regarding POLC negotiations; attendance at negotiation meeting.	1.00
10/14/2020	Correspondence with Ms. Sullivan regarding POLC negotiations.	0.25
10/15/2020	Correspondence with Ms. Sullivan regarding POLC negotiations.	0.25
10/16/2020	Correspondence with Ms. Sullivan regarding POLC negotiations.	0.25
10/19/2020	Telephone call to Ms. Sullivan regarding POLC negotiations.	0.50
10/28/2020	Correspondence with Ms. Sullivan regarding COVID/employee matter.	0.25
Total Services		\$437.50

Total Amount Due

\$437.50

96

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CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.

27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100 Tax ID# 38-3107356

November 12, 2020

RECEIVED

NOV 12 2020

City of Grosse Pointe Woods
Attn: Bruce Smith, City Adminsitrator
20025 Mack Plaza
Grosse Pointe Woods MI 48236

101210801.300 SM 11/12/2020
Bruce Smith 11/12/2020

Invoice #

1074716

In Reference To: Jana Brownell, et al vs. City of Grosse Pointe Woods

Professional Services Rendered Through October 31, 2020

		<u>Hrs/Rate</u>	<u>Amount</u>
10/14/2020	SPJ Work on follow-up legal opinion regarding personal property	4.30 250.00/hr	1,075.00
10/29/2020	LAA Receipt/review of Order Denying Application for Leave to Appeal	0.20 250.00/hr	50.00
10/30/2020	LAA Telephone conference with City Attorney and City Administrator about Order on Application for Leave to Appeal to Michigan Court of Appeals	0.20 250.00/hr	50.00
	LAA Preparation of Status Report on Order Denying Application for Leave to Appeal to the Michigan Court of Appeals	0.30 250.00/hr	75.00
For professional services rendered		5.00	\$1,250.00
Previous balance		SM. Paid 11-10-2020 →	\$1,925.75
Balance due		\$ 1250.00	<u>\$3,175.75</u>

Rosati, Schultz, Joppich & Amtsbuechler, P.C.

Please include your Invoice Number on your payment. Thank you.