AGENDA

1. Roll Call

2. Pledge of Allegiance

3. Setting the Agenda

4. Consent Agenda
   a. Approval of Minutes
   b. Approval of Invoices
   c. Approval of Agreement - PAATS and The Helm
   d. Approval of Bylaws for Zoning Board of Appeals and Planning Commission
   e. Approval of Agreement for auditing services
   f. Resolution regarding decennial redistricting
   g. Approval of the purchase of Toro utility vehicle
   h. Special Event Application – Grosse Pointe Pride March
   i. Special Event Application – Village Sidewalk Sale-ération

5. Planning Commission
   a. Public Hearing - Special Use Request - Yoga Shelter - 17020 Kercheval Avenue
      1. City Planner presentation
      2. Open Public Comment
      3. Close Public Comment
      4. Consideration of Special Use Request
   b. Consideration of Site Plan for Yoga Shelter – 17020 Kercheval Avenue

6. New Business
   a. Public Hearing – Request to vacate the dead end of Goethe at University Place
      1. Presentation of Request
      2. Open Public Comment
      3. Close Public Comment
      4. Consideration of Vacation Request
   b. Proposed Master Plan Update - Scope and Schedule
   c. Approval of change order and final contract amount to PIA Facilities Contract
   d. Approval of Main Street Grosse Pointe Request and Purchase of New Benches for The Village and Neff Park

7. Public Comment – for items not on agenda

8. Staff Reports

9. Council Comment

10. Closed Session - requested by a public official for a performance evaluation

11. Adjournment

Guidelines for Public Comment – For Items Not on the Agenda
We welcome comments from residents. If you wish to speak, please come to the podium, state your name and address. You will have a maximum of three (3) minutes to address the Council. Council Members will listen to your concerns, but will not answer questions. If you have a question or need additional information, we will be happy to direct you to the appropriate person after the meeting. Thank you for your cooperation.

The meeting was called to order at 7:00 p.m.

ROLL CALL
Present: Mayor Tomkowiak, Council Members Juip, Parthum, Walsh, Williams
All Council Members indicated their physical location as: Grosse Pointe, Michigan

In Attendance: City Manager Dame, Attorney Kennedy, City Clerk Arturs, Finance Director Kleinow, Public Safety Director Alcorn, Public Service Director Randazzo, Parks and Recreation Director Hardenbrook.

Motion by Council Member Williams, second by Council Member Parthum, to excuse Council Members Stempfe and Thomas from the meeting for personal reasons.

ROLL CALL VOTE
Ayes: Juip, Parthum, Walsh, Williams, Mayor Tomkowiak
Nays: None.

MOTION CARRIES.

CONSENT AGENDA

Motion by Council Member Parthum, second by Council Member Walsh, to approve the Consent Agenda consisting of the following:

1. Minutes from the regular Council Meeting held on April 19, 2021 and minutes from the Budget Hearing held on May 10, 2021.

2. Invoices
   a) Ferguson Waterworks - Water Meters, April 2021, $5,502.42
   b) McKenna - Planning Services, 3/1/21 – 3/31/21, $7,300
   c) Traffic & Safety - Equipment, Final Payment, $90,639.50
   d) Great Lakes Water Authority - Sewage, April 2021, $75,400
   e) Anderson, Eckstein, & Westrick, Inc.
      - 2021 Street Improvement Program, 3/15/21 – 4/11/21, $14,850.00
   f) City of Grosse Pointe Park - Dispatch Services, 1/1/21 – 3/31/21, $28,215
   g) GFL - Recycling, May 2021, $10,200

3. Approval of the reappointment of Anne Murphy and Hans Brieden to the Board of Main Street Grosse Pointe for a four-year term ending June 30, 2025.

ROLL CALL VOTE
Ayes: Juip, Parthum, Walsh, Williams, Mayor Tomkowiak
Nays: None.

MOTION CARRIES.

The City Council convened as the Planning Commission.
SITE PLAN REVIEW – BURGER POINTE & WINGS – 17624 MACK AVENUE

City Planner Jackson made the following report:

The proposed use, Burger Pointe & Wings, will occupy an existing retail space located in the C-1, Local Business District. The applicant is proposing to operate a carry out restaurant. No changes to the exterior of the building are proposed. This space was previously occupied by an office use. The parking for restaurants is 1 space per 100 square feet of useable floor area. For office uses the parking requirement is 1 space per 200 square feet of useable floor area. Based on the small amount of useable floor area in the proposed carryout restaurant, the parking will be less than required for the previous office use. However, there may be congestion for curbside pickup created during peak hours of operation due to the proximity to the exiting Jet’s carry-out restaurant. As a result, it is recommended that the applicants work with the building owner to provide signage along Mack directing customers to the available parking in the rear of the building. This could be accomplished by a directory sign located on the front of the building.

Discussion took place regarding the restaurant use and options for curbside pickup. It was suggested that curbside pickup be facilitated in the rear parking lot. The City Planner indicated he would contact the applicant to discuss the suggestion. It was further noted that any proposed lighting shall comply with applicable standards.

Motion by Council Member Parthum, second by Council Member Walsh, to approve the site plan for 17624 Mack Avenue subject to the conditions listed in the City Planner's report dated May 12, 2021.

ROLL CALL VOTE
Ayes: Juip, Parthum, Walsh, Williams, Mayor Tomkowiak
Nays: None.

MOTION CARRIES.

PUBLIC HEARING – MACK AVENUE ZONING UPDATE

Mayor Tomkowiak indicated that this was the date and time set for a public hearing to consider text amendments to Chapter 90 Zoning of the City of Grosse Pointe Ordinances and proposed amendments to the Official Zoning Map for properties contiguous to Mack Avenue. City Clerk Arthurs noted that public notices were published and mailed in accordance with PA 110 and a public viewing copy was made available at City Hall.

City Planner Jackson made the following report:

City Planner Jackson presented a PowerPoint presentation describing the proposed changes to the zoning district on Mack Avenue and the long term goals of creating an environment to encourage development in the district. The process of developing a unified approach to zoning on the entire stretch of Mack Avenue, in coordination with neighboring communities, began in 2019. The objective of the rezoning project would be to make the zoning rules for land uses consistent with the language adopted in the City’s current Master Plan as well as the Mack Avenue Corridor Plan. In April 2021, the Council reviewed a draft outline of proposed zoning ordinance changes for Mack Avenue based on the adopted corridor plan as well as the two public meeting held on Mack rezoning. The major impact of the proposed changes will be on six blocks of Mack Avenue where only office uses are currently allowed which will be up zoned to allow general business uses found on other blocks of Mack Avenue. The general commercial district zoning uses are also proposed to be broadened along with more flexible parking standards. Design standards, similar to other business districts in the City, are also introduced, as well as second floor residential uses in commercial areas on Mack to allow for possible mixed-use developments.

Discussion took place regarding proposed parking requirements, design guidelines, R1-B zoning standards, the zoning approach for Mack Avenue as part of the Mack Avenue Corridor Plan and goals for the commercial district. The Master Plan was considered and reviewed. The City Manager referenced that public input had been received.
at two study sessions that were widely publicized. The City Planner recommended the revisions pursuant to sound planning principles and the desire to encourage economic development.

Mayor Tomkowiak opened public comment. The following comments were made:

Kelly Page-Iacovoni, 880 Loraine, stated she is opposed to the rezoning of her property as she feels it would impact property values and her family. She asked how the rezoning will affect property taxes and insurance.

Shaughn Rumohr, 849 Loraine, stated she is opposed to zoning changes and she does not want to live next to a parking lot.

Peter Dow, commercial property owners, supports unifying the zoning on Mack Avenue. He feels it is needed to encourage business in the district, and appreciates the City’s work on the issue.

Michelle Cimini, 885 Notre Dame (represented by David), is opposed to the rezoning and asked why the City would consider rezoning residential properties to parking. He feels business owners do not maintain their properties and parking lots currently and the City should have notified homeowners by email instead of mail.

William Thomas, representing business owners at 17200 and 17212 Mack, supports the proposed rezoning on Mack Avenue.

Mike Steins, representing business owners on Mack Avenue, stated the rezoning will increase the value of properties in the district because more uses will be allowed.

Patty Miller, 856 Loraine, does not support the proposed rezoning project and suggested parking be allocated somewhere else, not next to residential areas.

Jimmy Saros, owner of 17108 Mack Avenue, states that special circumstances must exist to tear down a single family home for parking, the rezoning will not have an impact on properties in the district, and he supports rezoning.

Lynda Orzechowski, 861 Loraine, does not feel there should be any properties zoned for parking on Loraine and she is opposed to the rezoning.

Hearing no further comments, Mayor Tomkowiak closed public comment.

Council discussion took place regarding proposed rezoning for certain properties on Loraine and the language in the proposed ordinance relating to the recourse for owners if a residential home was modified or destroyed. It was the consensus of the Commission that the ordinance be modified to include a “by right” designation and revert back to R1-B standards if a residential property was destroyed. Concern was expressed about the parking zoning designation on Loraine, if that designation was proper in the proposed areas on Loraine and the zoning map designation reflecting the same. Council discussion took place regarding the proposed ordinance and its potential impact on future investment and development on Mack Avenue. It was noted that the proposed rezoning on Mack Avenue is consistent with the Master Plan and Future Land Use Plan.

Motion by Council Member Parthum, second by Council Member Williams, to recommend that the City Council adopt the proposed text amendments for the Mack Avenue zoning update subject to changing ordinance language regarding the R1-B standards to allow non-conforming residential uses to continue by right and recommend approval of amendments to the Official Zoning Map.

ROLL CALL VOTE
  Ayes: Parthum, Walsh, Williams, Mayor Tomkowiak
  Nays: Juip.

MOTION CARRIES.
The Planning Commission reconvened as the City Council.

COUNCIL CONSIDERATION OF MACK AVENUE ZONING ORDINANCE

Motion by Council Member Parthum, second by Council Member Williams, to adopt Ordinance No. 445 approving text amendments for the Mack Avenue zoning update, subject to changing ordinance language regarding the R1-B standards to allow non-conforming residential uses to continue by right, and approve amendments to the Official Zoning Map.

ROLL CALL VOTE
   Ayes:    Parthum, Walsh, Williams, Mayor Tomkowiak
   Nays:    Julp.

MOTION CARRIES.

RESOLUTION – ADOPTING 2021-22 BUDGET AND 2021 TAX RATE

Finance Director Kleinow reviewed the proposed resolution and noted the addition of funding for Public Safety Accreditation allocated by Council at the budget hearing.

Motion by Council Member Parthum, second by Council Member Williams, to adopt the resolution establishing the 2021-2022 City of Grosse Pointe budget and setting the total 2021 tax rate at 11.1914 mills for City operations, 1.9473 for debt retirement, 2.3630 for road improvements, and 1.6784 for solid waste.

ROLL CALL VOTE
   Ayes:    Julp, Parthum, Walsh, Williams, Mayor Tomkowiak
   Nays:    None.

MOTION CARRIES.

PROPOSED FEE CHANGES FOR 2021-22

Finance Director Kleinow made the following report:

A review of the current fees that the City of Grosse Pointe charges for various services, registrations, permits, and regulations was recently undertaken. A list of the fees for the following departments: Construction (Building, Mechanical, Plumbing/Sewer, and Electrical), Parks and Recreation, Zoning, Parking, City Clerk’s Office, and the Finance Department was reviewed. The annual review is undertaken to ensure that specific users are paying unit, administrative, and inspection costs in lieu of being subsidized by the general citizenry. City staff is proposing a 3% increase for marina well rentals and an increase in parking permit window tags due to an increase in the actual cost of the tags. The City is proposing various increases in reinspection fees in the building department to address costs associated with multiple inspections and visits. It was noted the fees relating to and meeting the Redevelopment Ready Community requirements are included in the fee schedule.

Motion by Council Member Parthum, second by Council Member Williams, that the proposed fee schedule be adopted with an effective date of July 1, 2021.

ROLL CALL VOTE
   Ayes:    Julp, Parthum, Walsh, Williams, Mayor Tomkowiak
   Nays:    None.

MOTION CARRIES.
PROPOSED WATER AND SEWER RATES FOR 2021

Finance Director Kleinow made the following report:
To continue to provide the same level of service to our residents and fund anticipated capital improvements, a rate increase is necessary. The following shows the rate changes by category based on a 5/8" meter:

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<tr>
<th>Category</th>
<th>Current Rate</th>
<th>Proposed Rate</th>
<th>$ Change</th>
<th>%Change</th>
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<tr>
<td>Readiness to Serve</td>
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<td>8.80</td>
<td>.70</td>
<td>8.64%</td>
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<tr>
<td>Debt Service</td>
<td>18.57</td>
<td>17.35</td>
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<tr>
<td>Industrial Damage</td>
<td>67.05</td>
<td>68.57</td>
<td>1.52</td>
<td>2.27%</td>
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<tr>
<td>Water/Sewer</td>
<td>79.1</td>
<td>85.29</td>
<td>6.19/unit</td>
<td>7.83%</td>
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</table>

These revised rates were used as the basis for the budgeted expenditures and estimated revenues that were presented at the public hearing on May 10, 2021. For the average homeowner this will increase their bill $11.88 per billing, which is a 6.1% increase over last year. Mrs. Kleinow answered Council questions.

ORDINANCE ADOPTION

Motion by Council Member Williams, second by Council Member Parthum, that the water and sewage rates for 2021-22 be approved to comply with the State of Michigan requirements and the following ordinance be adopted:

ORDINANCE NO. 444
An Ordinance to amend and re-state Section 78-143 of the Code of Ordinances of the City of Grosse Pointe, Water and Sewer Rates (For complete text of Ordinance No. 444 - see Ordinance Book of the City of Grosse Pointe)

ROLL CALL VOTE
Ayes: Juip, Parthum, Walsh, Williams, Mayor Tomkowiak
Nays: None.

MOTION CARRIES.

BID AWARD – 2021 STREET AND SEWER IMPROVEMENT PROJECT

Public Service Director Randazzo made the following report:

The City advertised for a bid opportunity for the 2021 Comprehensive Street and Sewer Improvement Program and opened bids on May 11, 2021. Two bids were received:

- Proline Asphalt Paving Corporation: $2,848,940
- Pamar Enterprises Inc.: $2,919,410

The lowest bidder is Proline Asphalt Paving Corp. and the City Engineer has determined the Proline is qualified to carry out this project and has most recently worked in the City in 2017. This project will consist of two different phases. First on Loraine from Waterloo to Mack, with repairs consisting of the City’s main sanitary line, sanitary sewer service lead connection to the main sewer line, cured in place pipe lining and other various replacements. The lead service line will be replaced from the City’s main to 18 inches inside the home. After completion of the work, the road will be rebuilt with new curb and gutter, base and asphalt. Driveway approaches and sidewalk ramps at intersections to comply with ADA requirements. Repairs to the ADA sidewalk ramp at Waterloo and Lakeland is also included in this phase. The second phase, involves the milling and resurfacing of the roads listed:

- Rivard – Maumee to Jefferson; and Kercheval to Charlevoix
- Charlevoix - Loraine to Neff

Minutes – Council Meeting – May 17, 2021
The work consists of asphalt improvements, replacing bad curb sections on Charlevoix and complete removal of curb and gutter on Rivard, some drive approaches where necessary and some sidewalk ramps at intersections to comply with ADA requirements as street levels may be adjusted for drainage. Financial impacts and funding designations for this project were discussed.

Motion by Council Member Williams, second by Council Member Walsh, to award the bid for the 2021 Comprehensive Street and Sewer Program to Proline Asphalt Paving Corp. for a total amount of $2,848,940, including accepting the alternate to complete the full block of Rivard from Waterloo to Charlevoix.

ROLL CALL VOTE
   Ayes:  Julip, Parthum, Walsh, Williams, Mayor Tomkowiak
   Nays:  None.

MOTION CARRIES.

PUBLIC COMMENT

Dean Kuhnlein, 799 Loraine, asked if the City could address tagging and graffiti at Cadieux and Mack.

STAFF REPORTS

The City Manager and Public Service Director updated Council on the Public Service Open House set for Saturday, May 22, 2021 with presentations beginning at 11:30 am.

COUNCIL COMMENT

The City Council commented on the following topics:

- Appreciation was expressed to the City Manager, Finance Director and City staff for their work on preparing the budget.
- Appreciation was expressed to Sgt. Michael Almeranti for a recent attendance at a children’s group.
- Reassurance that the Mack Avenue zoning update will put the City in the best position to welcome development projects in the future while maintaining residential property owner rights.

On Motion, the meeting was adjourned at 9:04 p.m.

__________________________
Julie E. Arthurs, City Clerk
City of Grosse Pointe
**Title:** Approval of Invoices – Confirming

**Date:** June 21, 2021

**Summary:** The following invoices are submitted for review:

- **a) Pointe Alarm**
  - Court Camera System, May 2021, $8,700.00
  - Lot 3 Camera System, April 2021, $7,750.00
  - Lot 2 Camera System, April 2021, $9,300.00
- **b) McKenna**
  - Planning Services, 2/1/21 – 2/28/21, $6,191.39
  - Planning Services, 1/1/21 – 1/31/21, $5,218.00
  - Planning Services, 4/1/21 – 4/30/21, $6,198.75
- **c) Detroit Salt Company**
  - Salt, December 2020, $5,096.54
- **d) Great Lakes Water Authority**
  - Sewage, May 2021, $75,400.00
- **e) Anderson, Eckstein, & Westrick, Inc.**
  - 2021 Street Improvement Program, 4/12/21 – 5/9/21, $20,790.00
- **f) City of Grosse Pointe Farms**
  - Water, 1/1/21 – 3/31/21, $95,206.78
- **g) GFL**
  - Recycling, June 2021, $9,875.00
- **h) Oakland County**
  - Clemis, Jan - Mar 2021, $5,108.62
- **i) Midwest Public Safety**
  - Cloud Services, June 2021, $5,933.16
- **j) ISCG**
  - Court Furniture, Balance, $23,147.79
- **k) Grosse Pointe Lawn Sprinklers**
  - Sprinkler System Turn ons, April 2021, $5,944.65
- **l) Partners in Architecture**
  - New Facilities, Payment 19, $659,600.58
- **m) 5 Alarm**
  - Uniform, May 2021, $6,547.63

**Financial Impact:** $956,008.89

**Recommendation:** Motion to approve invoices. Invoices listed represent budgeted or council approved expenditures. Invoices which exceed $5,000 are required to be presented to council for approval.

**Reviewed By:** Peter Dame

**Prepared By:** Kim Kleinow
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<td>City of Grosse Pointe Court, 17147 Maumee Avenue, Grosse Pointe, MI</td>
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<td>1.00 Upgrade Camera System</td>
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<td>Payments/Credits Applied</td>
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**Invoice Balance Due:** $8,700.00

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**IMPORTANT MESSAGES**

Thank you for your business! Billing or service questions? Test your system monthly!

(313) 882-7233

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City of Grosse Pointe DPW
17147 Maumee Avenue
Attn: Pete Randazzo
Grosse Pointe, MI 48230

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Pointe Alarm LLC
19261 Mack Avenue
Grosse Pointe Woods, MI 48236

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### CURRENT CHARGES

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<td>Upgrade Camera System</td>
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**Invoice Balance Due:** $7,750.00

### IMPORTANT MESSAGES

Thank you for your business!

Billing or service questions?
(313) 882-7233

Test your system monthly!

Lot #3 CCTV Upgrade

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Page 1

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Customer Number: 102741
Invoice Number: 78325
Invoice Date: 4/9/2021
Invoice Balance Due: $7,750.00

TOTAL DUE: $7,750.00

TERMS: Net 18

REMIT TO:
Pointe Alarm LLC
19261 Mack Avenue
Grosse Pointe Woods, MI 48236

City of Grosse Pointe DPW
17147 Maumee Avenue
Attn: Pete Randazzo
Grosse Pointe, MI 48230

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CURRENT CHARGES

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Invoice Balance Due: $9,300.00

IMPORTANT MESSAGES

Thank you for your business! Billing or service questions? Test your system monthly!
(313) 882-7233

CCTV Upgrade Lot #2
Ms. Kimberly Kleinow
Finance Director/Treasurer
City of Grosse Pointe
17147 Maumee
Grosse Pointe, MI 48230

March 16, 2021
Invoice No: 20265B - 53

Grosse Pointe Continuing Professional Services

Professional Services from February 1, 2021 to February 28, 2021

RETAILER
General phone and email consultation with City Manager and Building Official regarding planning and zoning related issues, active reviews, and zoning text amendments. Prepare packet materials and attend virtual City Council meeting on February 8, 2021.

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<tr>
<td>Review, research, and respond to client and applicant inquiries for pre-application planning and zoning tasks, including: 17108 Mack, 17009 Kercheval, 16906 Kercheval, 250 Washington and Goethe vacation; review floor plans for 16906 Kercheval dog grooming use and draft zoning compliance letter; research and respond to citizen questions about moratorium and zoning restrictions within the E-R. Additional communications with City Manager, Building Official, and Township Attorney on various planning and zoning issues.</td>
<td>17.50</td>
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880.00
$880.00

REVIEW SERVICES
16906 Kercheval – Site Plan Review #2

Site Plan Review - $650 + $75/acre x 50%

OTHER

$362.50
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<th>Project</th>
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<th>Grosse Pointe CS</th>
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### Mack Avenue Zoning Updates

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<tr>
<td>2.00</td>
<td>115.00</td>
<td>230.00</td>
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- **Principal Planner**
  - Prepare and refine draft zoning ordinance including permitted use table and definitions. Outline next steps
  - Plan second Stakeholder meeting, including dates, outreach, and activities.
  - Prepare for and attend virtual Mack Avenue Strategy Committee meeting.
  - Project management and review of draft ordinance. Begin planning for second stakeholder meeting. Follow up emails with City of Detroit for joint meeting.
  - Set up second public meeting. Draft yard signs for stakeholder meeting #2 and proof final version.

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<tr>
<td>3.50</td>
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- **Senior Planner**
  - Yard Sign for Mack Ave Public Zoning Meeting - design and print quotes.

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<tr>
<td>3.25</td>
<td>85.00</td>
<td>276.25</td>
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- **Assistant Planner**
  - Draft zoning update memo to City Manager. Draft use table using precedents from nearby districts. Review proposed zoning ordinance updates to the C-1 district with Principal Planner.
  - Prepare strategy for finalizing Mack Avenue Zoning Updates Recommendations in preparation for next stakeholder meeting on March 16, 2021.
  - Prepare Mack Avenue Zoning Updates Recommendations Memo in preparation for next stakeholder meeting on March 16, 2021.

**Total** $2,756.25

### Reimbursables

- **Stakeholder Meeting - 25 Yard Signs**
  - **Subtotal** $451.39

### Not To Exceed

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<th>To-Date</th>
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</table>

Total

$231.25

Invoice Total

$6,191.39

**Outstanding Invoices**

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>52</td>
<td>2/12/2021</td>
<td>5,218.00</td>
</tr>
</tbody>
</table>

Total

$5,218.00

THANK YOU. PLEASE REMIT TO ABOVE ADDRESS.
Ms. Kimberly Kleinow  
Finance Director/Treasurer  
City of Grosse Pointe  
17147 Maumee  
Grosse Pointe, MI 48230

February 12, 2021  
Invoice No: 202658 - 52

Project: 202658  
Grosse Pointe Continuing Professional Services

---

**Professional Services from January 1, 2021 to January 31, 2021**

**RETAILER**

General phone and email consultation with City Manager and Building Official regarding planning and zoning related issues, active reviews, and zoning text amendments. Prepare packet materials and attend virtual City Council meeting on January 11, 2021.

---

**Total**  
880.00

---

**REVIEW SERVICES**

17009 Kercheval (Beyond Juice) Site Plan Review #1 - .06 acre

Site Plan Review - $650 + $75/acre  
$654.50

17009 Kercheval (Beyond Juice) Site Plan Review #2 - .06 acre

Site Plan Review - $650 + $75/acre x 50%  
$327.25

---

**OTHER**

Review, research, and respond to client and applicant inquiries for pre-application planning and zoning tasks, including: 17108 Mack, 17009 Kercheval, 16906 Kercheval, 250 Washington and Goethe vacation; review floor plans for 16906 Kercheval dog grooming use and draft zoning compliance letter; research and respond to citizen questions about moratorium and zoning restrictions within the E-R. Additional communications with City Manager, Building Official, and Township Attorney on various planning and zoning issues.

---

<table>
<thead>
<tr>
<th>Principal Planner</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>29.00</td>
<td>85.00</td>
<td>2,465.00</td>
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**Total**  
$2,465.00
### Mack Avenue Zoning Updates

<table>
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<tr>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.50</td>
<td>115.00</td>
<td>402.50</td>
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</table>

Principal Planner


<table>
<thead>
<tr>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.50</td>
<td>85.00</td>
<td>212.50</td>
</tr>
</tbody>
</table>

Assistant Planner

Create Mack Avenue permitted use table and propose zoning updates.

### Not To Exceed

<table>
<thead>
<tr>
<th>Current</th>
<th>Prior</th>
<th>To-Date</th>
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<tbody>
<tr>
<td>615.00</td>
<td>3,447.50</td>
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<td></td>
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<td>11,250.00</td>
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<td>7,187.50</td>
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### Historic District Study

<table>
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<tbody>
<tr>
<td>1.50</td>
<td>85.00</td>
<td>127.50</td>
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</table>

Principal Planner

Edit and finalize moratorium extension memo.

<table>
<thead>
<tr>
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<th>Rate</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>.50</td>
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Emails with City Manager and Historic Preservation consultant re: initial recommendations.

<table>
<thead>
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<tbody>
<tr>
<td>.25</td>
<td>85.00</td>
<td>21.25</td>
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</table>

Respond to property owner inquiry re: classification of properties in study.

<table>
<thead>
<tr>
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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>.50</td>
<td>85.00</td>
<td>42.50</td>
</tr>
</tbody>
</table>

Review and edit moratorium resolution from City Attorney.

<table>
<thead>
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<th>Rate</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>.50</td>
<td>85.00</td>
<td>42.50</td>
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</table>

Review Historic District study preliminary findings to prep for January 11, 2020 City Council meeting.

**Total**

**$276.25**

**Invoice Total**

**$5,218.00**

THANK YOU. PLEASE REMIT TO ABOVE ADDRESS.
Ms. Kimberly Kleinow  
Finance Director/Treasurer  
City of Grosse Pointe  
17147 Maumee  
Grosse Pointe, MI 48230

May 18, 2021  
Invoice No: 202658 - 55

Grosse Pointe Continuing Professional Services

Professional Services from April 1, 2021 to April 30, 2021

<table>
<thead>
<tr>
<th>RETAINER</th>
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<tbody>
<tr>
<td>General phone and email consultation with City Manager and Building Official regarding planning and zoning related issues, active reviews, and zoning text amendments. Prepare packet for and attend virtual City Council meeting on April 19, 2021.</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
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<tr>
<td>$880.00</td>
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<table>
<thead>
<tr>
<th>REVIEW SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>17120 Kercheval - CVS Sign Review #2 (Resubmit)</td>
</tr>
</tbody>
</table>

Site Plan Review - ($650 + $75/acre x 50%) x 50%  
$181.25

| 17000 Kercheval – Merrill Sign Review #1 |

Site Plan Review - $650 + $75/acre x 50%  
$362.50

| 17009 Kercheval – Beyond Juice Sign Review #1 |

Site Plan Review - $650 + $75/acre x 50%  
$362.50

| 16906 Kercheval Sign Review #2 |

Site Plan Review - ($650 + $75/acre x 50%) x 50%  
$181.25
OTHER

Review, research, and respond to client and applicant inquiries for pre-application planning and zoning tasks, including: 17108 Mack, 16906 Kercheval, 250 Washington, 17864 Mack, 617 Lincoln, 943 Washington, 823 University, 18050 Mack, 389 St. Clair, and Grosse Pointe News sign request. Prepare documents for April City Council meeting, including Master Plan update, Mack Zoning overview, and Public Participation Plan. Additional communications with City Manager, Building Official, and City Attorney on various planning and zoning issues. Pre-application meeting with 389 St. Clair developers.

<table>
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<tr>
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<th>Amount</th>
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<td>28.50</td>
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<tr>
<td>Senior Planner</td>
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<tr>
<td>Assistant Planner</td>
<td>15.00</td>
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<td><strong>Total</strong></td>
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<td><strong>$3,167.50</strong></td>
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Mack Avenue Zoning Updates

<table>
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<th>Amount</th>
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<tr>
<td>Principal Planner</td>
<td>1.00</td>
<td>115.00</td>
<td>115.00</td>
</tr>
<tr>
<td>Attend virtual monthly Mack Avenue Strategy Committee meeting on April 12, 2021.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coordinate revisions of Zoning Map with Assistant Planner and City Manager.</td>
<td>.50</td>
<td>115.00</td>
<td>57.50</td>
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<tr>
<td>Draft email to City of Detroit staff to schedule joint zoning meeting and compile background information.</td>
<td>.50</td>
<td>115.00</td>
<td>57.50</td>
</tr>
<tr>
<td>Finalize draft Zoning Ordinance and Map for adoption. Transmit to City on April 30, 2021.</td>
<td>2.00</td>
<td>115.00</td>
<td>230.00</td>
</tr>
<tr>
<td>Review ordinance standards in the Village for personal services, and retail setback depth for Ascension.</td>
<td>1.00</td>
<td>115.00</td>
<td>115.00</td>
</tr>
<tr>
<td>Assistant Planner</td>
<td>2.50</td>
<td>85.00</td>
<td>212.50</td>
</tr>
<tr>
<td>Updated proposed zoning map for Grosse Pointe.</td>
<td>1.75</td>
<td>85.00</td>
<td>148.75</td>
</tr>
<tr>
<td>Draft public hearing notices for the proposed C-1 District Text Regulations and Zoning Map Amendments re-zoning RO-1 parcels along Mack to C-1 parcels.</td>
<td>1.50</td>
<td>85.00</td>
<td>127.50</td>
</tr>
<tr>
<td>Finalize proposed edits to Division 7: C-1 Local Business District and relevant Zoning Ordinance sections for City Attorney review.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>$1,063.75</strong></td>
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Not To Exceed

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<td>Remaining</td>
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<tbody>
<tr>
<td><strong>Number</strong></td>
</tr>
<tr>
<td>52</td>
</tr>
<tr>
<td>53</td>
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<tr>
<td><strong>Total</strong></td>
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</table>

**Invoice Total**: $6,198.75

THANK YOU. PLEASE REMIT TO ABOVE ADDRESS.
**Detroit Salt Company**

**Sell-to**
GROSSE POINTE CITY  
KIRK VANOPDENBOSCH  
17147 MAWMEET  
Grosse Pointe, MI 48230  
UNITED STATES

**Ship-to**
CITY OF GROSSE POINTE  
CITY OF GROSSE POINTE  
17147 MAWMEET  
Grosse Pointe, MI 48230

**Invoice No.** SI21-01058  
**Posting Date** 12/07/20  
**Payment Terms** NET 30  
**Due Date** 01/06/21  
**P.O.**  
**Customer No.** MIGRO07

<table>
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<th>Depot</th>
<th>Product</th>
<th>Qty</th>
<th>Rate</th>
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<td>773570</td>
<td>12/07/20</td>
<td>SO21-03705</td>
<td>007</td>
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<td>$2,552.02</td>
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**Invoice Total**  
101.89 | $5,096.54 | $5,096.54

**Total Invoice**  
$5,096.54

**Questions? Please call 313-841-5144**

**FEDERAL ID 38-3341484**

**Please note: Our remittance address has changed**

Please remit payment to: Detroit Salt Company, PO Box 874127  Kansas City, MO 64187-4127

Page 1 of 1
CITY OF GROSSE POINTE
BONNIE KLOBUCAR, ACCT. PAY
17147 MAUMEE AVE
GROSSE POINTE, MI 48230

PREVIOUS BALANCE
ADJUSTMENTS AND PAYMENTS APPLIED

CURRENT CHARGES
05/01/2021  -  05/31/2021

SEWAGE MONTHLY FIXED CHARGE

$75,400.00

TOTAL DUE
$75,400.00

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

<table>
<thead>
<tr>
<th>Account Name</th>
<th>Account Number</th>
<th>Due Date</th>
<th>Amount Due</th>
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<td>GROSSE POINTE</td>
<td>200-0631-S</td>
<td>07/16/2021</td>
<td>$75,400.00</td>
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AMOUNT REMITTED $75,400.00

REMIT TO: Great Lakes Water Authority
Attn: Treasury
P.O. Box 441370
Detroit, MI 48244-1370
CITY OF GROSSE POINTE
ATTN: PETE RANDAZZO
17147 MAUMEE
GROSSE POINTE, MI 48230

Project No: 0155-0222-0
Invoice No: 0131296

FOR: PLANS AND SPECIFICATIONS
Professional Services from April 12, 2021 to May 9, 2021

<table>
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<td>Construction Cost</td>
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<td>Fee Percentage</td>
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<td>Total Fee</td>
<td>59,400.00</td>
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<tr>
<td>Percent Complete</td>
<td>95.00</td>
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<tr>
<td>Total Earned</td>
<td>56,430.00</td>
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<tr>
<td>Previous Fee Billing</td>
<td>35,640.00</td>
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<tr>
<td>Current Fee Billing</td>
<td>20,790.00</td>
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<tr>
<td>Total Fee</td>
<td>20,790.00</td>
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Total this Invoice: $20,790.00

Outstanding Invoices

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<th>Balance</th>
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<tbody>
<tr>
<td>0130819</td>
<td>4/21/2021</td>
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<tr>
<td>Total</td>
<td></td>
<td>14,850.00</td>
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</tbody>
</table>

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

[Signature]
City of Grosse Pointe Farms
90 Kerby Rd
Grosse Pointe Farms, MI 48236

KIMBERLY KLEINOW
CITY OF GROSSE POINTE
17147 MAUMEE
GROSSE POINTE, MI 48230

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<th>QUANTITY</th>
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<th>UNIT PRICE</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>1.000</td>
<td>WATER BILLING GPC</td>
<td>95,206.78</td>
<td>$95206.78</td>
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</tbody>
</table>

NOTES: JANUARY 1, 2021 THRU MARCH 31, 2021

PLEASE MAKE CHECKS PAYABLE TO: CITY OF GROSSE POINTE FARMS

Total Invoice: $95206.78
Credits Applied: $0.00
Payments Applied: $0.00

Invoice Balance: $95,206.78

Please keep top portion for your records.
Please detach bottom portion and return with payment.

REMIT PAYMENT TO:
CITY OF GROSSE POINTE FARMS
90 KERBY RD
GROSSE POINTE FARMS, MI 48236

CUSTOMER:
KIMBERLY KLEINOW
INVOICE DESCRIPTION:
WATER BILLING GPC
# INVOICE

**GFL ENVIRONMENTAL**

**GFL ENVIRONMENTAL**
22001 HOOVER RD
WARREN, MI 48089-2554

**SERVICE ADDRESS:**
CITY OF GROSSE POINTE
17147 MAUMEE AVE
GROSSE POINTE, MI 48230-1534

**BILLING CONTACT #:**
(313) 417-1188

| INVOICE NUMBER: | 0049664597 |
| INVOICE DATE:   | 05-14-21   |
| SERVICE PERIOD: | JUNE       |

**DATE** | **DESCRIPTION** | **QTY X UNIT PRICE** | **TOTAL** |
--- | --- | --- | --- |
06-01-21 | RESIDENTIAL HAND PICK UP On-Call | 2400.00 | 10,200.00 |
| **Sub Total Services Only:** | | | 10,200.00 |
| **Sub Total Taxes, Oil/Environmental & Fees:** | | | 0.00 |
| **Site Sub Total:** | | | 10,200.00 |

**Total New Charges:** 10,200.00

---

**IMPORTANT NEWS:**

GFL Environmental Offers Pay-By-Phone!
Call 1-800-847-9846. Choices. Checking, Visa, Discover, American Express and Mastercard are accepted.

For Customer Service and Account Inquiries. Please call (586) 864-1500

Convenience. It's fast! Your statement is online right now. Control. You decide how and when to pay. To Enroll: myaccount.gflenv.com

To avoid late fees and service interruption, payments must be received by the due date. Except as may be otherwise provided by written contract, all past due balances will be assessed a 1.5% late fee with a minimum charge of $5.00. By payment of this invoice, you are expressly confirming your consent to be contacted, with respect to this account, at the Billing Contact # reflected above.

**PLEASE DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT.**

BE SURE TO WRITE YOUR INVOICE NUMBER ON YOUR CHECK.

| CUSTOMER ACCOUNT #: | 001661539 |
| INVOICE NUMBER:     | 0049664597 |
| PAYMENT DUE:        | 06-13-21   |
| TOTAL AMOUNT DUE:   | $10,200.00 |

Amount Enclosed $.

Remit to: TO PAY ONLINE, GO TO gflenv.com

---

GFL ENVIRONMENTAL
PO BOX 791519
BALTIMORE, MD 21279-1519

00496645970016615390001020000000010200003000

---

Check here and see reverse for address and phone corrections

10255859-5881-1 1 1 5651 1 AB 0.426 16

---

CITY OF GROSSE POINTE
17147 MAUMEE AVE
GROSSE POINTE MI 48230-1534

---

**SIGNATURE**

---

---
# INVOICE

Make Checks Payable to
OAKLAND COUNTY
TREASURERS-CASH ACCTG BLDG 12 E
1200 N TELEGRAPH RD
PONTOC MI 48341-0479
United States

CITY OF GROSSE POINTE DEPT PUBLIC SAFETY
ATTN ACCOUNTS PAYABLE
17145 MAUMEE AVE
GROSSE POINTE MI 48230
United States

BILLING PERIOD: JAN-MAR 2021

For billing questions, please call 248-858-5259

<table>
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<td>2</td>
<td>CLEMIS MDC Participation Fee</td>
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<td>CLEMIS Livescan</td>
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<td>APR-JUN 2021</td>
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</tr>
<tr>
<td>4</td>
<td>CLEMIS Mug Capture Stn Maint</td>
<td>1.0000</td>
<td>1,000.00</td>
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<td>APR-JUN 2021</td>
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<tr>
<td>5</td>
<td>CrimeMapping</td>
<td>1.0000</td>
<td>32.87</td>
<td>32.87</td>
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</table>

Subtotal: $5,108.62

Amount Due: $5,108.62

PLEASE INCLUDE YOUR INVOICE NUMBER WHEN SUBMITTING PAYMENT.
**BILL TO**

Sgt Joe Adams  
Gross Pointe City Public Safety  
17320 Mack Drive  
Gross Ponte City, MI 48230

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<table>
<thead>
<tr>
<th>ITEM SKU</th>
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<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<tbody>
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<td>Cloud: Getac Cloud Services</td>
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<td>329.62</td>
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**BALANCE DUE**  
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<tbody>
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<td>Boardgames Lectern with 1 adjustable shelf</td>
<td>1,592.14</td>
<td>1,592.14</td>
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<td></td>
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<td></td>
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<tr>
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<td>TAG #2: COURTROOM</td>
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<tr>
<td>2</td>
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<td>6,640.00</td>
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BILL TO: GROSSE POINTE DEPARTMENT OF PUBLIC SAFETY
17145 MAUMEE AVE
GROSSE POINTE MI 8230

INSTALL AT: GROSSE POINTE DEPARTMENT OF PUBLIC SAFETY
17145 MAUMEE AVE
GROSSE POINTE MICHIGAN 8230

# QTY PRODUCT DESCRIPTION SELL EXTENDED

9 1 LSET-2 HW, Lock Set, Keyed Alike, Lock Plug And Key, Qty Of 2 Chrome GRD A
Tag(s): NEW
Tag #1: CCC
Tag #2: REcep, OFFICE
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10 1 LSET-3 HW, Lock Set, Keyed Alike, Lock Plug And Key, Qty Of 3 Chrome GRD A
Tag(s): NEW
Tag #1: CCC
Tag #2: OFFICE
0.00 0.00

11 1 SPG-33-4 Poppy Guest Chair, Faux Leather Seat, Faux Leather Back, 4 Star Base WELLINGTON GRD A ELEPHANT GRD A WELLINGTON GRD A ELEPHANT GRD A BLACK GRD A
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Tag #1: CCC
Tag #2: OFFICE
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12 1 ULWL-1736-N Adaptable, Lam, Open Sided Shelf, One-High, 17In.Hx36In.Wx1
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612 North Main, Royal Oak, MI 48067   www.isginc.com   Terms and Conditions located at the end of document
248-399-1600   FX 248-399-1601
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## Bill Details

**Bill To:**
- **Client:** 15588
- **Grosse Pointe Department of Public Safety
- **Address:** 17145 Maumee Ave, Grosse Pointe MI 8230

**Install At:**
- **Grosse Pointe Department of Public Safety
- **Address:** 17145 Maumee Ave, Grosse Pointe Michigan 8230

**Your P/O:**
- Signed Proposal

**Terms:**
- **Salesperson:** Mary Jo Warner

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### Product Table

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**Page 8**

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612 North Main, Royal Oak, MI 48067  
www.iscginc.com  
248-399-1600  
FX 248-399-1601  

Terms and Conditions located at the end of document.
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<td>HPL CURVED WORKSTATION 186&quot; x 60&quot; +/- x 29&quot; (42&quot;) OVERALL CONSISTING OF 2 CURVED SHAPE DESK SHELLS 60&quot; x 72&quot; x 29&quot; 1 LEFT HAND &amp; 1 RIGHT HAND 60&quot; RADIUS ON OUTSIDE CURVE OF THE WORKSURFACE. WORKSURFACES AT 24&quot; D X 1-1/4&quot; THICK WITH FLAT VINYL EDGE OPEN KNEESPACE (USER SIDE) IS ON THE OUTSIDEOP OF THE CURVE. TOP IS SUPPOSED TO BE 2- HPL END PANEL STYLE SUPPORT LEGS WITH 2- HPL HALF END PANEL SUPPORT LEGS EQUALLY SPACED TO FORM 4 EQUAL WORK AREAS. BALANCE OF CONTINUED...</td>
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**YOUR P/O:**

**TERMS**

**SALESPERSON:**

**SIGNED PROPOSAL**

**DATE:** 04/27/21

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**SELL**

**EXTENDED**

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PAGE 10

612 North Main, Royal Oak, MI 48067  www.iscginc.com  Terms and Conditions located at the end of document

248-399-1600  FX 248-399-1601
<table>
<thead>
<tr>
<th>#</th>
<th>QTY</th>
<th>PRODUCT</th>
<th>DESCRIPTION</th>
<th>SELL</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>1</td>
<td>FREIGHT</td>
<td>SPEC SHIPPING CHARGE</td>
<td>130.00</td>
<td>130.00</td>
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<tr>
<td>32</td>
<td>1</td>
<td>DESIGN</td>
<td>DESIGN SERVICES PER STATE OF MI MIDEAL CONTRACT</td>
<td>487.07</td>
<td>487.07</td>
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<tr>
<td>33</td>
<td>1</td>
<td>LABOR</td>
<td>RECEIVE, DELIVER, &amp; INSTALL PER MIDEAL OPEN OFFICE CONTRACT DURING REGULAR BUSINESS HOURS</td>
<td>2,426.55</td>
<td>2,426.55</td>
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<tr>
<td>34</td>
<td>1</td>
<td>LABOR</td>
<td>RECEIVE, DELIVER, &amp; INSTALL PER MIDEAL SEATING CONTRACT DURING REGULAR BUSINESS HOURS</td>
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<td>35</td>
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<td>2,040.00</td>
<td>2,040.00</td>
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</tbody>
</table>

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<thead>
<tr>
<th>#</th>
<th>QTY</th>
<th>PRODUCT</th>
<th>DESCRIPTION</th>
<th>SELL</th>
<th>EXTENDED</th>
</tr>
</thead>
</table>

TAG #1: LABOR

SUBTOTAL: 46,294.79

FINAL TOTAL: 46,294.79
LESS DEPOSIT APPLIED: -23,147.00
PAY THIS AMOUNT: 23,147.79
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>FWA: ST CLAIR DEVELOPMENT - TURNED ON &amp; CHECKED THROUGH SYSTEM REPLACED (4) BROKEN POPUPS, REPAIRED (2) BROKEN SOAKER LINES</td>
<td>258.50</td>
</tr>
<tr>
<td>FWA: KERCHEVAL PLACE - TURNED ON &amp; CHECKED THROUGH SYSTEM REPLACED (1) NOZZLE, REPLACED (1) BROKEN POPUP</td>
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<tr>
<td>FWA: NOTRE DAME DEVELOPMENT - TURNED ON &amp; CHECKED THROUGH SYSTEM REPLACED A SECTION OF MISSING PIPE, REPLACED (2) POPUPS, REPAIRED (1) BROKEN LINE, INSTALLED VALVE BOX OVER WATER STOP BOX AND BLOW OUT FITTING</td>
<td>135.15</td>
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<tr>
<td>FWA: FISHER ROAD DEVELOPMENT - TURNED ON &amp; CHECKED THROUGH SYSTEM</td>
<td>80.00</td>
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<tr>
<td>FWA: FIRE STATION - TURNED ON &amp; CHECKED THROUGH SYSTEM MOVED (1) POPUP, REPAIRED (2) BROKEN POPUPS</td>
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<td>FWA: ST. CLAIR PARKING STRUCTURE - TURNED ON &amp; CHECKED THROUGH SYSTEM</td>
<td>350.50</td>
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<tr>
<td>REPAIRED (5) BROKEN HEADS AND FITTINGS</td>
<td></td>
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<tr>
<td>FWA: MACK AVENUE - TURNED ON &amp; CHECKED THROUGH SYSTEMS, REPLACED (13)</td>
<td>3,720.60</td>
</tr>
<tr>
<td>ROTORS ON ISLANDS, REPLACED (6) 2 WIRE VALVES WITH HUNTER NODE BATTERY</td>
<td></td>
</tr>
<tr>
<td>OPERATED VALVES, WENT THROUGH ENTIRE SYSTEM AND NOTED VALVE LOCATIONS</td>
<td></td>
</tr>
<tr>
<td>REPLACED HEADS AND REPAIRED LINES THAT WERE BROKEN FROM FISHER TO CADIEUX</td>
<td></td>
</tr>
<tr>
<td>FWA: KERCHEVAL SOAKER SYSTEM - TURNED ON &amp; CHECKED THROUGH SYSTEM</td>
<td></td>
</tr>
<tr>
<td>FWA: CITY HALL - TURNED ON &amp; CHECKED THROUGH SYSTEM TRIMMED HEADS</td>
<td>230.00</td>
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<tr>
<td>FWA: LAKEFRONT PARK - INSTALLED INTAKE INTO LAKE, TURNED ON &amp; CHECKED</td>
<td>80.00</td>
</tr>
<tr>
<td>THROUGH SYSTEM REPLACED (15) POPUPS, REPLACED (6) ROTORS, REPAIRED AND</td>
<td>905.75</td>
</tr>
<tr>
<td>REPLACED LINES ON PARKING LOT ISLAND, REPLACED ALL POPUPS ALONG JEFFERSON</td>
<td></td>
</tr>
<tr>
<td>TREE LAWN</td>
<td></td>
</tr>
<tr>
<td>NEFF PARK</td>
<td>905.75</td>
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<td>101-721-801.00</td>
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<td>CITY HALL</td>
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<td>PUBLIC SAFETY</td>
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<td>MACK AVE</td>
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<td>101-441-442</td>
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<td>PARKING LOTS/STRUCTURE</td>
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<td>VILLAGE</td>
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<td>101-441-442-934</td>
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<td>FISHER ROAD</td>
<td>80.00</td>
</tr>
<tr>
<td>101-441-442-934</td>
<td></td>
</tr>
</tbody>
</table>

Underground Irrigation Systems • Landscape Lighting Systems

TOTAL $5,944.65
**Application and Certificate for Payment** for a Design-Build Project

**TO OWNER:**
City of Grosse Pointe  
17147 Maumee Avenue  
Grosse Pointe, MI 48230

**PROJECT:**
City of Grosse Pointe-DPW 18-109  
City of Grosse Pointe-DPW, DPS & Court  
17147 Maumee Avenue  
Grosse Pointe, MI 48230

**APPLICATION NO:** 019  
**PERIOD TO:** January 31, 2021

**CONTRACT FOR:** General Construction  
**CONTRACT DATE:**  
**PROJECT NOS:** / 18-109

**DESIGN-BUILDER'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. AIA Document G743™, Continuation Sheet for a Design-Build Project, is attached.

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ORIGINAL CONTRACT SUM</td>
<td>12,627,170.00</td>
</tr>
<tr>
<td>2. NET CHANGE BY CHANGE ORDERS</td>
<td>97,444.16</td>
</tr>
<tr>
<td>3. CONTRACT SUM TO DATE (Line 1 ± 2)</td>
<td>12,724,614.16</td>
</tr>
<tr>
<td>4. TOTAL COMPLETED &amp; STORED TO DATE (Column G on G743)</td>
<td>11,751,268.30</td>
</tr>
<tr>
<td>5. RETAINAGE:</td>
<td></td>
</tr>
<tr>
<td>a. 0% of Completed Work (Column D + E on G743)</td>
<td>0.00</td>
</tr>
<tr>
<td>b. 0% of Stored Material (Column F on G743)</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Retainage (Lines 5a + 5b or Total in Column I of G743)</td>
<td>0.00</td>
</tr>
<tr>
<td>6. TOTAL EARNED LESS RETAINAGE</td>
<td>11,751,268.30</td>
</tr>
<tr>
<td>(Line 4 Less Line 5 Total)</td>
<td></td>
</tr>
<tr>
<td>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</td>
<td>11,091,667.72</td>
</tr>
<tr>
<td>(Line 6 from prior Certificate)</td>
<td></td>
</tr>
<tr>
<td>8. CURRENT PAYMENT DUE</td>
<td>659,600.58</td>
</tr>
<tr>
<td>9. BALANCE TO FINISH, INCLUDING RETAINAGE</td>
<td>973,345.86</td>
</tr>
</tbody>
</table>

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

**DESIGN-BUILDER:**
By:  
Date: February 1, 2021

**STATE OF MICHIGAN**

**COUNTY OF:** Macomb  
**Subscribed and sworn to before me this 1st day of FEBRUARY, 2021**

**NOTARY PUBLIC:** Elia M. Pacella  
My Commission expires: September 25, 2023

**CERTIFICATE FOR PAYMENT**

In accordance with the Design-Build Documents, based on the Owner's review of the Work and the data comprising this application, the Owner determines the following amount is properly due and owing to the Design-Build.

**AMOUNT DUE:** 659,600.58

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
# Invoice

**Invoice Number:** 204896-1  
**Customer #:** 120972  
**Billing Date:** 05/20/2021  
**Due Date:** 05/30/2021  
**Salesperson:** AUSTIN SURPRENANT  
**Ship Via:** UPS GROUND  
**Terms:** NET 10  
**Ship Acct #:**  
**Job/Rel #:**  
**Customer PO:** RECRUIT GEAR

**Bill to:** GROSSE POINTE CITY DPS  
17320 MACK AVE  
GROSSE POINTE, MI 48230-6227  
Phone: (313) 885-5800

**Ship to:** GROSSE POINTE CITY DPS  
17320 MACK AVE  
GROSSE POINTE, MI 48230-6227  
Phone: (313) 885-5800

## Customer/Order Instructions

**THANK YOU FOR CHOOSING 5 ALARM FIRE AND SAFETY.**

<table>
<thead>
<tr>
<th>Line</th>
<th>Order</th>
<th>Ship</th>
<th>B/O</th>
<th>U/M</th>
<th>Item #</th>
<th>Description</th>
<th>Price</th>
<th>Extension</th>
</tr>
</thead>
</table>
| 0001 | 2     | 2    | 0   | EA  | CVBM-GROSSE POINT CITY | LION V-FORCE COAT  
5A1Q2137  
44/32/R GIARMO  
42/32/XL JONES | 1,920.00 | 3840.00 |
| 0002 | 2     | 2    | 0   | EA  | PVLG-GROSSEPONCTCITYDPS | LION VFORCE LUMBAR PANT  
42/L (GIARMO) REG SSPNDR  
44/XL (JONES) LNG SSPNDR | 1,347.84 | 2695.68 |

SubTotal 6,535.68  
SHIPPING & HANDLING 11.95

Total 6,547.63

Credit Card payments will incur a convenience fee of 3% of the transaction amount on transactions exceeding $5000.

**5 Alarm Return Policy**

Returns are accepted within 30 days of purchase date on stock items in original, re-sellable packaging. Please call our customer service department at 800-615-6789 for a Return Authorization Number. A copy of the authorization should accompany the return.

**Returns will not be accepted without a Return Authorization Number.**

Returns are subject to 25% restocking fee which may be waived for exchanges. Purchaser is responsible for freight. Unfortunately all special order, custom items and SCBA cylinders are non-returnable. Other restrictions may apply. Any eligible return will be credited only after a full inspection of the product is completed. 5 Alarm reserves the right to refuse returns not received in the 30 day return period.
**Council Meeting**  
*June 21, 2021*

| **TITLE:** | Approval of Agreement - PAATS  
Operation of Community Transportation  
Service for Elderly and Disabled Individuals | **DATE:** | June 7, 2021 |
|---|---|---|---|

**SUMMARY:** In 2014, an operational agreement was approved by City Council which implemented transitioning the role of administrator of the PAATS community transportation system to Services for Older Citizens, now called The Helm. The daily administration of the PAATS transportation system is performed by The Helm, which is a non-profit corporation servicing the same demographic. The PAATS Board, consisting of representatives of all the Grosse Pointes and Harper Woods, meets quarterly to provide general oversight of the budget and operation of the bus system. The proposed three-year contract renewal stipulates that member communities continue the annual assignment of their Municipal Credit Funds and Community Credit Funds, made available to them by SMART, to PAATS. The City also approved CDBG funding to PAATS in March 2021.

The Helm provides excellent administration of PAATS and has developed and implemented service improvements within budget. The Helm Board of Trustees has reviewed and approved the proposed contract. The City Attorney has also reviewed the contract with no objection.

**FINANCIAL IMPACT:** Continue annual allocation of Municipal and Community Credit funding to PAATS. The City’s 2021 allocation was $14,082. The City’s CDBG funding allocation for 2021 was $6,000; for a total combined amount of $20,082 for FY 2021.

**RECOMMENDATION:** Motion to approve the agreement with The Helm, acting as a contractor to PAATS, to operate the community transportation service for elderly and disabled individuals.

<table>
<thead>
<tr>
<th><strong>REVIEWED BY:</strong></th>
<th>Peter Dame</th>
<th><strong>TITLE:</strong></th>
<th>City Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PREPARED BY:</strong></td>
<td>Julie E. Arthurs</td>
<td><strong>TITLE:</strong></td>
<td>Asst. City Manager/Clerk</td>
</tr>
</tbody>
</table>
TRANSPORTATION SERVICE AGREEMENT

This TRANSPORTATION SERVICE AGREEMENT (the "Agreement"), is dated and made effective as of this 1st day of July, 2021 (the "Effective" Date), by and between the POINTE AREA ASSISTED TRANSPORTATION SERVICE, a Michigan non-profit corporation having an address of 158 Ridge Road, Grosse Pointe Farms, Michigan 48236 ("PAATS"), and THE HELM AT THE BOLL LIFE CENTER, a Michigan non-profit corporation having an address of 158 Ridge Road, Grosse Pointe Farms, Michigan 48236 (hereinafter called the "Contractor" or "The HELM"). PAATS and Contractor shall collectively be referred to as "the Parties".

WHEREAS, the Member Communities of PAATS include the cities of Grosse Pointe, Grosse Pointe Farms, Grosse Pointe Woods, Grosse Pointe Park, Harper Woods and the Village of Grosse Pointe Shores, a Michigan City (collectively the "Member Communities"); and

WHEREAS, PAATS operates a community Bus System for elderly and disabled residents of the Member Communities (the "Bus System"); and

WHEREAS, PAATS desires to engage the Contractor to perform certain services for the Bus System, as described herein and as more specifically described in Exhibit A – Scope of Services attached hereto and made a part hereof (the "Services"); and

WHEREAS, the Contractor desires to perform the Services for PAATS in accordance with this Agreement, which includes any and all Exhibits and attachments referenced herein; and

WHEREAS, the Contractor has the requisite skills necessary to assist PAATS and represents that it is fully qualified and capable of performing the Services required hereunder upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, the Parties agree as follows:

1. **Engagement of Contractor.** PAATS hereby engages the Contractor and the Contractor agrees to perform the Services in accordance with the terms and conditions contained in this Agreement, during the period commencing with the Effective Date of this Agreement and concluding on June 30, 2024 (the "Contract Term"), unless the Contract Term is otherwise extended in writing by PAATS pursuant to any renewal terms set forth in Exhibit A – Scope of Services or pursuant to agreement between the Parties.

2. **Independent Contractor.** The relationship of the Contractor and PAATS shall be that of an independent contractor and no liability or benefits, such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or such other rights, provisions, or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall arise or accrue to either party as a result of this Agreement and undertaking.
3. **Compensation.** PAATS agrees to pay the Contractor for the proper performance of the Services, and any additional services that may be required by PAATS, in accordance with the terms of Exhibit A.

4. **Assignment.** Contractor shall not assign, subcontract or transfer its rights, duties, obligations and interest in this Agreement without prior written approval by PAATS.

5. **Subcontractors.** None of the Services covered by this Agreement shall be subcontracted without the prior written approval of PAATS.

6. **Licenses.** The Contractor shall maintain, at PAATS’ sole cost and expense, any and all licenses, permits, registrations, certifications and any other documentation required by any governmental and/or regulatory agency, in order for Contractor to perform the Services in compliance with all applicable laws and regulations.

7. **Event of Default.** The following acts and/or omissions shall constitute a default and material breach of this Agreement by the Contractor and shall be deemed an Event of Default if not cured within five (5) days after written notice of default has been sent to the Contractor, provided however, that if the default is such that more than (5) days is required for a cure, then Contractor shall not be in default if it commences to cure the default within the five (5) day period and thereafter diligently prosecutes the same to completion:

   a. Failure to comply with any of the terms and conditions of this Agreement; and/or
   b. Failure to begin the Services in accordance with the terms of this Agreement; and/or
   c. If the Contractor, in the judgment of PAATS, is unnecessarily or unreasonably or willfully delaying the performance and completion of the Services; and/or
   d. The Contractor abandons the Services to be undertaken; and/or
   e. PAATS is of the opinion that the Services cannot be completed within the time provided, where in PAATS judgment, the delay is attributable to conditions within the Contractor’s control; and/or
   f. The Contractor assigns, transfers, conveys or otherwise disposces of this Agreement, in whole, or in part, without prior approval of PAATS; and/or
   g. The Contractor violates any law, charter provision, ordinance, rule, regulation, governmental order or directive; and/or
   h. The filing of a voluntary or involuntary petition in bankruptcy or for reorganization or an arrangement, or an assignment for the benefit of creditors, or the adjudication of the Contractor as being bankrupt or insolvent, or the appointment of a receiver of, or for the Contractor if such appointment, adjudication, or similar order or ruling remains in force or unstayed for a period of thirty (30) days, or Contractor admits in writing its inability to pay its debts generally as they become due; and/or
   i. The performance of the Services, in the reasonable judgment of PAATS, is substandard, unprofessional or faulty and not adequate to the demands of the Services to be performed; and/or
   j. The Contractor ceases to conduct business in the normal course.
In the Event of Default by the Contractor, PAATS shall be entitled to exercise any and all remedies available at law and/or in equity, including, but not limited to the right to seek and sue for damages, any costs incurred to enforce, or attempt to enforce this Agreement, including reasonable attorney fees, which enforcement shall not be limited, and may include appeals of any decisions in lower courts, as well as collection efforts thereafter.

8. **Termination By PAATS.** PAATS may terminate this Agreement, in whole or in part, in the Event of Default hereunder, upon giving written notice of termination (herein called "Notice of Termination") to the Contractor at least fourteen (14) days before the effective date of the termination, unless emergency circumstances require that the Agreement be terminated sooner. PAATS may in all events terminate this Agreement upon sixty (60) days prior written notice to Contractor; provided, however, that PAATS will compensate Contractor for reasonable expenses incurred by Contractor in operating the Bus System prior to the effective date of termination as well as any non-cancellable reasonable expenses incurred by Contractor before notice of termination.

9. **Termination By Contractor.** Contractor shall have the right to terminate this Agreement in the event PAATS violates any material term or condition of this Agreement. Contractor may exercise its right of termination by serving written notice of such intention to terminate at least fourteen (14) days in advance of the effective date of the termination. PAATS shall have a period of seven (7) days following receipt of such written notice to cure to the satisfaction of Contractor any such material breach. Contractor may in all events terminate this Agreement upon sixty (60) days prior written notice to PAATS.

10. **Conflict of Interest.** The Contractor warrants and covenants that it does not have and that it will not have during the performance of this Agreement, any direct or indirect proprietary or other interest in any concern, business or entity which would conflict in any manner or degree with the performance of the Services under this Agreement. The Contractor further warrants and covenants that no officer, commissioner, member or employee of PAATS or any other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this established Services Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds hereof.

11. **Indemnification.** The Contractor agrees to indemnify and hold harmless PAATS against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against PAATS by reason of any acts of the Contractor and/or its Employees, during the term of this Agreement. In the event any such claims shall be brought against PAATS, the Contractor, shall at the Contractor's sole cost and expense, resolve or defend the same, with counsel of the Contractor's choice, provided said counsel is acceptable to PAATS; or if Contractor's counsel is not acceptable to PAATS, PAATS may select its own legal counsel to defend the claims and Contractor shall pay all fees, costs and expenses associated therewith. Contractor's indemnification herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, including any limitation that may be applicable under workers' compensation acts or other employee benefit acts. Contractor agrees that Contractor's indemnification herein
includes the requirement for Contractor to pay any deductible incurred by PAATS regarding any insured claims.

12. **Insurance.** Contractor agrees to ensure that liability, workers compensation and other insurances as set forth in the SMART Contract Insurance Requirements Summary as amended from time to time, are secured on behalf of PAATS for the Bus System and it shall cause PAATS, the Member Communities and SMART to be named as additional insured and/or loss payees under such insurances, as applicable. Contractor shall also obtain directors’ and officers’ liability insurance for PAATS covering its operation of the Bus System. Contractor shall annually, and at any time upon request, provide PAATS with Certificates of Insurance for the insurance coverages required herein.

13. **Notices.** All notices, consents, approvals, requests, reports and other communications (herein collectively called "Notices") required or permitted under this Agreement shall be in writing and addressed as follows:

If to PAATS:

PAATS  
c/o Village of Grosse Pointe Shores, a Michigan City  
795 Lake Shore Road  
Grosse Pointe Shores, MI 48236  
Attention: Robert Barrette, Chairman Email: rbarrette@gpshoresmi.gov

If to Contractor:  

The Helm  
158 Ridge Road  
Grosse Pointe Farms, Michigan 48236  
Attention: Lynda Altovilla, Director of Finance  
Email: laltovilla@helmlife.org

14. **Equal Opportunity.** Contractor shall comply with all federal, state, and local laws, ordinances and executive orders relating to nondiscrimination, and shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex, and shall not deny the services to be rendered under this Agreement to any person because of race, creed, color, national origin, sex or handicap.

15. **Further Documents and Action.** The Parties hereto agree that at any time or from time to time after the execution of this Agreement, they shall, upon request of the other, execute and deliver such further documents and do such further actions and things as may be reasonably requested in order to fully affect the purposes of this Agreement.

16. **Applicable Law and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan. Any disputes hereunder shall be litigated in the State or federal courts, as applicable, located in Wayne County, Michigan.
17. **Entire Agreement.** This Agreement embodies the entire agreement and understanding by and among the Parties relating to the subject matter hereof, and this Agreement may not be amended, waived or discharged, except by an instrument in writing executed by both Parties.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, none of which may have been executed by all the Parties hereto, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

19. **Severability.** Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law, but to the extent any provision is invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. **No Waiver of Rights.** No failure or delay on the part of any Party hereto in the exercise of any power or right hereunder shall operate as a waiver of such power or right with respect to any other term, provision, or condition hereof and all rights and remedies hereunder are cumulative and shall not be deemed exclusive of any other rights or remedies provided by law. PAATS reserves and shall have any and all rights and remedies provided in this Agreement and at law or in equity, including, but not limited to the equitable remedy of specific performance.

21. **Exhibits.** Any documents, exhibit, and/or schedule referenced herein as a part of this Agreement shall be deemed to have been incorporated herein.

22. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the Parties hereto.

23. **Headings.** All section and paragraph headings are for quick reference and convenience only and do not alter, amend, explain, or otherwise affect the terms and conditions appearing in this Agreement.

24. **Amendment.** No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized representatives.

25. **Anti-Kickback and No Bribes.** Contractor and Contractor’s Employees, are prohibited by law and this Agreement, from (i) inducing any person working for PAATS and/or in connection with the Services to give up any of their compensation for Contractor’s performance hereunder, or (ii) from paying or accepting any bribe in connection with securing this Agreement or in connection with performing under the terms of this Agreement. Contractor shall specifically require Contractor’s Employees and any others engaged and/or retained by Contractor to agree in writing to abide by these provisions.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.
CONTRACTOR: THE HELM

By: ____________________________

______________________________

Its: ___________________________

Dated: _________________________

PAATS:

By: ____________________________

______________________________

Its: ___________________________

Dated: _________________________

ACKNOWLEDGED AND APPROVED:

GROSSE POINTE SHORES

By: ____________________________

(Signature)

______________________________

(Printed Name)

Title: __________________________

Dated: _________________________

GROSSE POINTE FARMS

By: ____________________________

(Signature)

______________________________

(Printed Name)

Title: __________________________

Dated: _________________________
HARPER WOODS

By: ____________________________
(Signature)

______________________________
(Printed Name)

Title: __________________________

Dated: _________________________
TRANSPORTATION SERVICE AGREEMENT

EXHIBIT A – SCOPE OF SERVICE

SERVICES:

Contractor hereby agrees to perform the following services in connection with this Agreement:

1. Manage and operate the Bus System for the Member Communities in an area bounded by Gratiot Avenue, 11 Mile Road, Chalmers Avenue and Lake St. Clair/Detroit River, plus several “Site Specific” locations, Monday through Friday, 7:00 a.m. to 4:00 p.m., the Contractor’s observed major holidays excluded, using buses loaned to PAATS by the Suburban Mobility Authority for Regional Transportation (“SMART”).

2. Undertake responsibility for housing the buses or to have one or more of the buses housed at the municipal facilities of the Member Communities.

3. Operate the Bus System in accordance with the reporting, vehicle servicing and other operating requirements set forth in the SMART Community Transit Manual, attached to and incorporated herein as Exhibit B.

4. Accounting, including payroll processing, accounts receivable, accounts payable, reconciliations, audit support and board reports.

5. Dispatch, including wages and benefits.

6. Daily management of service support, including reports to SMART and Wayne County CDBG.

7. Office rent.

8. Cooperate with PAATS in the employment of appropriate personnel to operate the Bus System.

9. Perform such other duties as assigned by PAATS to ensure that all contractual and regulatory responsibilities imposed by SMART or by applicable law or regulations relating to the operation of the Bus System are met.

10. Maintain a central business office and dispatching service and maintain a local telephone number for dispatching, scheduling of bus service, inquiries and complaints.

11. Provide PAATS with a copy of Contractor’s annual audited financial statements for each fiscal year no later than 90 days following the end of such fiscal year or, if not then available, within seven (7) days of receipt by Contractor.
12. Contractor will coordinate on PAATS behalf, the employment, termination, and interview/hiring responsibilities such that there will be no material lapse in service or operation of the Bus System.

13. Administer the day-to-day operation of the Bus System subject to applicable SMART contractual requirements and other legal regulatory requirements concerning the operation of the Bus System, and subject further to the general oversight of the PAATS Board of Directors.

14. Financially account to PAATS on a quarterly basis or at such other times as may be requested of Contractor by the PAATS Board of Directors.

15. Maintain the accounting records of PAATS in accordance with Generally Accepted Accounting Principles.

16. Coordinate on PAATS behalf, the engagement of a suitable auditing firm to complete the annual audited financial statements as required by the State of Michigan.

17. Prepare all of the regulatory paperwork for review and approval by the PAATS Board of Directors. Once approved and signed, Contractor shall file the paperwork with the appropriate agencies on behalf of PAATS.

18. Retain all documents related to the operation of PAATS in accordance with applicable state and federal record retention schedules.

19. Prepare and present balanced draft budgets as necessary (i.e. PAATS' Annual SMART Budget) for review and approval by the PAATS Board of Directors.

20. Address any complaints concerning the Bus System received by Contractor, and refer complaints to the PAATS Board to be reviewed for potential further action.

21. Ensure that each vehicle operator shall have all required licenses, including, if required, a valid Michigan Chauffeur’s License, Federal Transit Administration (FTA) and MDOT Licenses, and all other applicable federal and state licenses, and shall be able to produce licenses upon request from a law enforcement officer.

22. Bus Service required under this Agreement shall be curb to curb only. Each vehicle operator shall be clean, neat and courteous and shall assist all passengers who require help into and out of the vehicles. Contractor shall make special efforts for handicapped persons, including semi-ambulatory and wheelchair users, equal to the services provided to other riders provided for under this Agreement, consistent with the requirements of the Americans with Disabilities Act.

23. Contractor shall ensure PAATS complies with all rules and requirements of SMART and/or the MDOT, as set forth in the following, and as may be amended from time to time:
a. SMART Community Transit Manual;
b. SMART Contract Insurance Requirements Summary;
c. SMART Community Partnership Program Contracts;
d. SMART Specialized Services Contract; and
e. Municipal Credit Contracts and Community Credit Contracts between SMART and each of the Member Communities.

24. Maintain the buses and other equipment used in the Bus System in safe and good operating condition at all times, and to have them serviced by SMART in accordance with the servicing guidelines and schedules set forth in the Community Partnership Program Agreements and in the SMART Community Transit Manual.

25. Ensure that liability, workers compensation and other insurances as set forth in the SMART Contract Insurance Requirements Summary as amended from time to time, are secured on behalf of PAATS for the Bus System and it shall cause the Contractor, the Member Communities and SMART to be named as additional insureds and/or loss payees under such insurances, as applicable.

26. Contractor shall obtain directors’ and officers’ liability insurance covering its operation of the Bus System.

27. Contractor shall account to PAATS and SMART for the use of the Funding Sources and the operation of the Bus System quarterly, or more frequently as may be required in the SMART Community Transit Manual. Among other things, Contractor shall generate a quarterly report showing expenses (payroll, allocations for fringe benefits and insurance, and all other expenses), as well as fare revenue and other income (i.e. Income Statement). Contractor shall itemize in the quarterly report those CDBG monies and SMART Municipal Credits and Community Credits received directly or indirectly for the fiscal year in which the quarterly report had been issued. PAATS shall provide monthly bank statements to Contractor, so that a quarterly report of PAATS’ assets can be generated by Contractor. Contractor and PAATS acknowledge and agree that Contractor may regularly interface directly with SMART, and it may agree with SMART, from time to time and as needs arise, to the provision of new, additional and/or alternate buses to be used in the operation of the Bus System; and that Contractor may agree with SMART to the placement of advertising on the buses.

28. Upon termination of this Agreement, cooperate with PAATS to ensure a smooth transition to a new operator.

**LENGTH OF TERM:** The Term of this Agreement shall commence as of the Effective date and continue for a period of three (3) years, unless terminated earlier pursuant to the provisions of this Agreement. PAATS may, in its sole discretion, extend the term of this Agreement on the same terms and conditions contained herein.
COMPENSATION: PAATS shall pay Contractor for the Services provided in this Agreement from the following sources: annual assignment by the Member Communities to PAATS of their Municipal Credit Funds and Community Credit Funds made available to them by SMART; “Specialized Services Contract” funds made directly available by SMART to PAATS; State of Michigan General Fund Revenues; Community Development Block Grant (“CDBG”) Funds; and passenger Farebox Revenues (collectively, with any cash on hand in PAATS’ accounts, the “Funding Sources”). The Parties agree that the expenses incurred by Contractor in association with operating the Bus System shall be set forth in annual budgets approved by the PAATS Board of Directors.

PAATS shall make the Funding Sources available to pay Contractor as follows:

Management and Rent

PAATS shall pay Contractor a monthly Management and Rent Fee in the amount of $2,500.00 for performance of the Services under this Agreement. The Management and Rent Fee may be increased upon mutual written agreement of the Parties.

Expenses

Expenses incurred by Contractor in fulfilling the Services required by this Agreement shall be billed by Contractor and paid monthly by PAATS in arrears:

(a) Expenses associated with operating the Bus System, including, but not limited to, compensation and statutorily required benefits paid to dispatchers or other employees or contractors retained by Contractor to perform services in connection with operating the Bus System;

(b) Expenses associated with housing the operation of the Bus System, including use and occupancy of Contractor’s facilities, utilities, use of furniture, fixtures and office equipment and supplies and parking for the buses;

(c) Administrative and management expenses associated with managing the Bus System, including supervision of employees; preparing required reports and accounting services.

- Contractor shall have day-to-day use of the PAATS’ Funding Sources for the operation of the Bus System as provided in this Agreement and shall maintain a separate PAATS’ bank account to hold the Funding Sources. Contractor shall pay all expenses associated with the
operation of the Bus System using PAATS' funding sources. All revenue generated by the
buses, including fares and advertising, shall be deposited into the PAATS' bank account.
**Council Meeting**  
*June 21, 2021*

<table>
<thead>
<tr>
<th><strong>TITLE:</strong> Proposed Bylaws for the Zoning Board of Appeals and the Planning Commission</th>
<th><strong>DATE:</strong> June 17, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUMMARY:</strong> One of the action items noted in the Redevelopment Ready Communities recommendations is to adopt bylaws for the Planning Commission and for the Zoning Board of Appeals. City Attorney Charles Kennedy has drafted the proposed bylaws attached. The Planning Commission bylaws are compliant with the requirements for Planning Commission under state law, and the ZBA bylaws are similarly constructed.</td>
<td></td>
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<tr>
<td><strong>FINANCIAL IMPACT:</strong> None</td>
<td></td>
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<tr>
<td><strong>RECOMMENDATION:</strong> Motion to adopt bylaws for the Zoning Board of Appeals and the Planning Commission.</td>
<td></td>
</tr>
<tr>
<td><strong>PREPARED BY:</strong> Peter Dame</td>
<td></td>
</tr>
<tr>
<td><strong>TITLE:</strong> City Manager</td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE I – JURISDICTION

A. The jurisdiction of the City of Grosse Pointe Zoning Board of Appeals (hereafter, “the Board”) is the review of and decision on questions, appeals, and variance requests arising under the City of Grosse Pointe Zoning Ordinance.

ARTICLE II – PURPOSE

The purpose of the Board is to perform the duties set forth in the following:


B. City of Grosse Pointe Zoning Ordinance, Chapter 90 Grosse Pointe City Code (as amended).

ARTICLE III – DUTIES

The duties of the Board shall be as provided by law, including but not limited to the following:

A. Hear and decide appeals from and review any order, requirements, decision, or determination made by the Planning Commission or other administrative body of the City of Grosse Pointe charged with enforcement of the Zoning Ordinance.

B. Hear and decide matters referred to the Board or upon which the Board is required to pass under the Zoning Ordinance.

C. Hear and decide requests for variances from the requirements of the Zoning Ordinance. In granting variance requests, the Board shall ensure that the spirit of the Zoning Ordinance is observed, public safety secured, and substantial justice done.

ARTICLE IV – ORGANIZATION, RULES, OFFICERS

A. The City Council shall act as the Zoning Board of Appeals.

B. Meetings shall be called subject to the call of the Chairperson.

C. The Mayor shall be the Chairperson of the Zoning Board of Appeals. The senior member of Council shall be the Vice-Chairperson. The City Clerk shall be the Secretary.
D. Duties of Officers:

1. Chairperson

   a) The Chairperson shall preside at all meetings of the Board.

   b) The Chairperson may designate the Vice-Chairperson to preside in his/her seat at any meeting if he/she desires.

   c) The Chairperson (or any three members) may issue a call for a Meeting by making a written or oral request to the City Clerk’s office.

   d) The Chairperson shall direct the City staff to establish the agenda for Meetings, and the order thereof including such items of old business and other items that may have been deferred at previous meetings and shall provide this information to the City Clerk’s office.

   e) Sign such correspondence and documents as may need the signature of the Chairperson.

2. Vice-Chairperson:

   a) The Vice-Chairperson shall preside at meetings of the Board in the absence of the Chairperson, or when requested to do so by the Chairperson.

   b) The Vice-Chairperson shall perform all duties of the Chairperson when the Chairperson is unable to perform his/her duties or when requested by the Chairperson.

3. Secretary

   a) The Secretary shall record the proceedings of a meeting of the Board. Copies of the draft minutes of the proceedings shall be available at City Hall for public review within eight business days, and shall be sent with the agenda of subsequent meetings.

   b) The Secretary shall conduct such correspondence as he/she may deem necessary, or that he/she may be requested to do by the Chairperson or Board as a whole.

   c) The Secretary shall sign such documents as are deemed necessary.

E. A quorum shall consist of a majority of the entire Board membership.
F. Meetings will be held whenever the Chair or 3 members believe it is imperative and necessary, by advising the City Clerk's office either orally or in writing, and designating those items to be placed on the agenda. At least 3 days notice of a meeting shall be given the members. Notice of a meeting will be given by mail, personal delivery or may, when a meeting is deemed to be an emergency in which time is of the essence, be given by telephone or personal contact.

G. All meetings shall be open to the public.

H. The agenda and all pertinent background information necessary for the meeting shall be sent to members by mail or messenger at least 3 days prior to the meeting.

I. Copies of the draft minutes of the prior meeting or meetings shall be available at City Hall for public review within eight business days, and shall accompany the meeting agenda. Board Minutes may be combined with City Council Minutes.

J. Additional background information that is pertinent to items on the agenda of meetings shall be forwarded with copies of the agenda.

ARTICLE V – PARLIAMENTARY PROCEDURES

A. The Board shall be governed by the Michigan statutes regulating planning and zoning; these By-Laws adopted on June 21, 2021, as amended; these parliamentary rules and procedures; and the Michigan Open Meetings Act.

B. Voting shall be by voice vote as long as it is unanimous. If not unanimous, then there shall be a roll call vote.

C. The member serving as Chairperson at any meeting does not lose the right to vote when presiding at a meeting.

D. A majority of the entire Board shall be required to pass any official action, unless a greater majority on a specific motion being voted upon is required by law.

E. Members of the Board shall vote on all matters, but may abstain from voting upon a matter in which the member has a direct or indirect financial or personal interest, or for other good and sufficient reason.

F. Rules of Order

   1. Except as otherwise provided in these by-laws all business of the Board shall be generally conducted according to Roberts Rules of Order. However, strict compliance with Roberts Rules of Order is not required.

   2. Notice of regular meetings shall conform to all requirements of law.
G. PUBLIC HEARINGS. If there are several separate items to be heard at one Public Hearing, the same procedures shall be followed for each.

1. Agenda for Public Hearings.
   a) Chairperson opens Public Hearing
   b) Chairperson states purpose of hearing and rules of procedure as deemed necessary by the Chairperson, including processes for submission of written testimony.
   c) Presentation by staff summarizing the item
   d) Questions from Board members to staff
   e) Presentation by applicant
   f) Questions from Board members to applicant
   g) Testimony from public
      a) Presentation of written comments
      b) Presentation of oral comments
         i. Supporters of request/issue
         ii. Opponents of request/issue
   h) Concluding comments from applicant
   i) Concluding comment of staff
   j) Concluding questions or comments from Board members
   k) Chairperson closes Public Hearing

2. If the hearing is on an issue proposed by staff and there is no applicant, agenda items (e), (f), and (h) shall be eliminated and the public shall be heard on the issue.

3. The Chairperson may rule out-of-order any comments that are non-germane, derogatory, disruptive, or repetitive.

4. The Chairperson may order any disruptive person from the room. In the event of general disruption, the Chairperson may recess the meeting.

ARTICLE VI – PROCEDURE FOR AMENDING BY-LAWS

These by-laws may be amended by a concurring vote during any meeting, provided that all members have received an advance copy of the proposed amendments at least 3 days prior to the meeting at which such amendments are to be considered.
City of Grosse Pointe Planning Commission
Bylaws and Rules of Procedure

1. AUTHORITY. These rules of procedure are adopted by the Grosse Pointe Planning Commission (hereinafter referred to as the Commission) pursuant to Public Act 33 of 2008, as amended, the Planning Enabling Act, and Public Act 267 of 1976, as amended, the Open Meetings Act.

2. OFFICERS.

2.1 Selection. Pursuant to the City of Grosse Pointe Charter, the members of the City Council shall be the members of the Planning Commission.

2.2 Duties. The Mayor shall be the Chairperson of the Commission. The senior member of Council shall be the Vice-Chairperson of the Commission. The City Clerk shall act as Secretary. The Secretary shall be responsible for overseeing: the preparation of minutes, keeping of pertinent public records, delivering communications, petitions, reports, and related items of business of the Commission, issuing notices of public hearing, and performing related administrative duties to assure efficient and informed Commission operations.

3. MEETINGS.

3.1 Meetings. Meetings of the Commission shall be held subject to call of the Chairperson.

3.2 Meeting Notices. All meetings shall be posted according to the Open Meetings Act. The notice shall include the date, time and location of the meeting. Council meetings, Planning Commission meetings and Zoning Board of Appeals meetings may all be referenced in the same notice.

3.3 Quorum. In order for the Commission to conduct business or take any official action, a quorum consisting of the majority of the voting members of the Commission shall be present. When a quorum is not present, no official action, except for closing of the meeting may take place. The members of the Commission may discuss matters of interest but can take no action until the next meeting. All public hearings without a quorum shall be scheduled for the next meeting.

3.4 Hearings. Hearings shall be scheduled, and due notice given in accordance with the provisions of the acts cited in Section 1. Public hearings conducted by the Planning Commission shall be run in an orderly and timely fashion.

3.5 Motions. Motions shall be restated by the Chairperson before a vote is taken. The name of the maker and supporter of the motions shall be recorded.

3.6 Voting. An affirmative vote of the majority of the Commission members shall be required for the approval of any requested action or motion placed before the Commission. Voting shall ordinarily be voice vote; provided however that a roll call vote shall be required if the vote is not unanimous, or if requested by any Commission member or directed by the Chairperson. All members of the Commission including the Chairperson shall vote on all matters, but the Chairperson shall vote last. Any member may be excused from voting only if that person has a bona fide conflict of interest. Any member abstaining from a vote shall not participate in the discussion of that item.

3.7 Rules of Order. All meetings of the Commission shall be conducted in accordance with generally accepted parliamentary procedures, as generally guided by Robert's Rules of Order. However, strict compliance with Robert's Rules shall not be required.

Adopted:__________  Amended:__________
3.8 Notice of Decisions. A written notice containing the decision of the Planning Commission will be sent to the originators of any action.

3.9 Conflict of Interest. Members shall adhere to provisions of statute relating to conflict of interest.

4. MINUTES. Commission minutes shall be prepared by the Secretary of the Commission, or any other person or City staff assigned to perform such duties. The minutes shall contain a brief synopsis of the meeting, including a complete restatement of all motions and recording of votes; complete statement of the conditions or recommendations made on any action; and recording of attendance. All communications, actions, and resolutions shall be attached to the minutes. The official records shall be retained by the City Clerk.

5. OPEN MEETINGS AND FREEDOM OF INFORMATION PROVISIONS.

5.1 All meetings of the Commission shall be open to the public and held in a place available to the general public.

5.2 All deliberations and decisions of the Commission shall be made at a meeting open to the public.

5.3 A person shall be permitted to address a hearing of the Commission.

5.4 A person shall not be excluded from a meeting of the Commission except for breach of the peace, committed at the meeting.

5.5 All records, files, publications, correspondence, and other materials available to the public for reading, copying, and other purposes are governed by the Freedom of Information Act.

6. AMENDMENTS. These by-laws may be amended by a concurring vote during any meeting, provided that all members have received an advance copy of the proposed amendments at least 3 days prior to the meeting at which such amendments are to be considered.

J:\1309332\City of Grose Pt Planning Commission Bylaws and Rules of Procedure REVISED 06-15-2021.docx

Adopted:__________________  Amended:__________________
TITLE: Contract for Auditing Services  DATE: June 21, 2021

SUMMARY: On March 4, 2016 the City of Grosse Pointe mailed a Request for Proposal for Auditing Services to six accounting firms in Michigan. The staff received six responses and conducted interviews with these firms on April 6-8, 2016. The firms were evaluated on their ability to conduct a quality audit and produce financial reports in a timely manner, on the experience and professionalism of the staff and proposal, the cost of services, and other issues such as value added services provided without additional cost.

Based upon the criteria listed above, with the recommendation of the staff, City Council approved an agreement with Plante Moran to perform the financial audit for the City of Grosse Pointe for the fiscal years ending June 30, 2016, 2017, and 2018. This agreement included an option for a two year extension at the cost of $41,000 in FY 18-19 and $41,800 in FY 2019-2020. In July 2019, with the recommendation of staff, City Council approved the 2 year extension. At this time, staff is requesting the approval of a 5 year contract with Plante Moran be exercised for FY 20-21 through 24-25. The contract prices include no increase for FY 20-21 and 2.5% increases for the remaining four years.

Plante Moran is a recognized leader in the field of public accounting in Michigan, the proposed team is highly skilled and very impressive, and Plante Moran has demonstrated it can complete a thorough audit of excellent quality according to the schedule required by the City.

Plante Moran has a depth of experience and knowledge of municipal auditing and financing unmatched by any firm in Michigan. They conduct a thorough audit process. They assist their clients without additional charge throughout the year on any questions. They provide free training, assist clients with new governmental requirements without charge, and provide financial and accounting assistance without additional fees. The Big Four accounting firms are not involved in public accounting in Michigan anymore. With Plante Moran, the City has access to the people in the state of Michigan most recognized as the go-to experts in the field, even by State officials.

FINANCIAL IMPACT: The all-inclusive cost for the audit is $41,800 for FY 2020-21, $42,800 for FY 2021-22, $43,875 for FY 2022-23, $44,950 for FY 2023-24, $46,000 for FY 2024-25.

RECOMMENDATION: It is recommended by staff that the City of Grosse Pointe approve the contract with the accounting firm of Plante Moran to perform the City’s annual financial audit for the fiscal years ending June 30, 2021 through 2025

REVIEWED BY: Peter Dame  TITLE: City Manager
PREPARED BY: Kimberly Kleinow  TITLE: Finance Director/Treasurer
June 1, 2021

Mr. Peter Dame
City of Grosse Pointe, Michigan

Dear Pete,

It has been our professional pleasure to serve as the City of Grosse Pointe’s auditor. The City is an important and valued client to the firm and our governmental practice.

The cost proposal covers the following services:

- Financial statement audit of the City of Grosse Pointe under U.S. GAAP
- Single audit of the City’s federal grants (if applicable)

This relationship is very important to us and for that reason we have kept the financial statement audit fee for 2021 the same as 2020 and then added modest increases of 2.5% for the fiscal years 2022, 2023, 2024, and 2025 as an inflationary factor. Since 2010, our costs have outpaced inflation, however, our fees to the City have only increased an average of 0.8% each year over that time period. During this time period, nearly 30 new accounting standards were implemented, such as the significant GASB Statements 67 and 74, for which we did not increase our fees. We also provided training and toolkits to ease these accounting implementations, free of charge. We are proud to serve as your independent auditors and hope our commitment to you has been demonstrated through our responsive service and discounted fees.

Over the years we have provided sound counsel no matter the issue. We work in close collaboration with your team and proactively communicate throughout the year. We have a deep understanding of the City, your internal operations, your objectives, and most importantly, your people. Additionally, we have continued to bring fresh thinking to the City’s audit by serving you with additional governmental auditors while maintaining the continuity of our core engagement team. We will continue to build on our relationship, standing by you and helping you meet new challenges and opportunities in stride, just as we have done in the past.

Again, thank you for this opportunity to continue serving the City of Grosse Pointe.

Sincerely,

Joseph Kowalski, CPA
Engagement Partner

Pamela Hill, CPA
Colleague Engagement Partner

Spencer Tawa, CPA
Senior Manager
Value delivered

Our fees represent our best estimate for providing seamless service now, and in the future. Any services provided outside of the scope of this proposal will be discussed and determined before any billing takes place. You will not be billed for routine calls or consultation.

<table>
<thead>
<tr>
<th>Service</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Statement Audit and Preparation</td>
<td>$41,800</td>
<td>$42,800</td>
<td>$43,875</td>
<td>$44,950</td>
<td>$46,000</td>
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</table>

- Estimate includes the preparation of financial statements and footnotes using our Caseware audit software, including the audit of the City of Grosse Pointe DDA, the pension system and the health care fund.
- Our fees will be invoiced monthly as the work is performed and are payable within 30 days.
- If a single audit is applicable, the fee will be $7,500.
Please contact us with any questions.

Joseph Kowalski, CPA
Engagement Partner
248.223.3761
joe.kowalski@plante moran.com

Pamela Hill, CPA
Colleague Engagement Partner
810.766.6022
pamela.hill@plante moran.com

Spencer Tawa, CPA
Senior Manager
248.223.3232
spencer.tawa@plante moran.com
WHEREAS, the U.S. Constitution calls for a decennial Census of the population of the country and a reapportionment of representatives to the United States House of Representatives;

WHEREAS, upon completion of the Census every 10 years, states are required to approve new districts for the U.S. House of Representative as well as state office districts for state representatives and state senators;

WHEREAS, the citizens of the State of Michigan have established a Redistricting Commission to undertake the development and approval of redistricting plans based on the 2020 Census, and to take effect starting in 2022;

WHEREAS, the U.S. Supreme Court and the Michigan Constitution have established principles that the redistricting process must meet;

WHEREAS, redistricting plans are required to follow principles of being compact, contiguous, respecting borders of municipalities and natural geographic features, respecting minority voter rights to representation, and keeping communities with similar interests together;

WHEREAS, the six small municipalities consisting of the Grosse Pointes and Harper Woods comprise all of the suburban communities of the northeastern corner of Wayne County and a tiny part of Macomb County;

WHEREAS, the citizens of all of the Grosse Pointes and Harper Woods have lived for decades as one community sharing a multitude of services including one public school system serving all of the Grosse Pointes and a portion of Harper Woods, shared mutual aid for police and fire, and many other services and expenses forming a single community of interest;

WHEREAS, the redistricting plan in place for the last decade divided this community of interest into two districts: State District 1 consisting of Grosse Pointe Shores, Grosse Pointe Woods, Harper Woods, and a neighboring part of Detroit, and State District 2 consisting of Grosse Pointe Farms, Grosse Pointe City, Grosse Pointe Park, and a portion of Detroit, two State Senate districts, and a Congressional district stretching in convoluted fashion all the way to Pontiac;

WHEREAS, division of the Grosse Pointes and Harper Woods into multiple legislatives districts does not respect the long-established redistricting principle to draw elected representatives’ district boundaries to respect communities of interest;

AND WHEREAS, redistricting should allow a long-time combined community, its residents, businesses, infrastructure, and the community as a whole, to be represented together to have an effective and unified voice in Lansing and Washington, D.C.;

NOW, THEREFORE, BE IT RESOLVED, that the City of Grosse Pointe requests the Michigan Redistricting Commission approve a redistricting plan keeping Grosse Pointe and its neighbors in the same state and federal legislative districts, and that a copy of this resolution be immediately provided to the members of the Michigan Restricting Commission for their consideration.

AYES:
NAYS:
ABSENT:
**Council Meeting**  
**June 21, 2021**

<table>
<thead>
<tr>
<th><strong>TITLE:</strong></th>
<th>Purchase of Toro Workman Utility Vehicle</th>
<th><strong>DATE:</strong></th>
<th>June 16, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUMMARY:</strong></td>
<td>The City of Grosse Pointe uses utility vehicles for rear yard service. Since 2014, the City has been converting its “Cushman” fleet to the Toro Workman utility vehicle because of its durability, tight turning radius, competitive pricing and parts availability. City staff have been pleased with the Toro’s performance and are satisfied with the service provided by Spartan Distributors. This Toro Workman, if approved, will replace a retired Cushman utility vehicle. The City is able to fulfill competitive bidding requirements by purchasing the utility vehicle through a national public sector procurement agency, Sourcewell, for the amount listed below.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| **1. Spartan Distributors** | 487 W. Division Street  
Sparta, Michigan 49345 | **S$37,922.40** |
| **FINANCIAL IMPACT:** | $38,000 for this vehicle is budgeted in the FY2021-22 Capital Projects Fund. |
| **RECOMMENDATION:** | Motion to award Spartan Distributors for the amount $37,922.40 for the purchase of one (1) Toro Workman utility vehicle with dump box. |
| **REVIEWED BY:** | Pete Dame | **TITLE:**  | City Manager |
| **PREPARED BY:** | Pete Randazzo | **TITLE:**  | Public Services Director |
**Title:** Grosse Pointe Pride March  
**Date:** June 14, 2021

**Summary:** WE GP requests to hold a “Grosse Pointe Pride March” event on Saturday June 26, 2021. I have attached a copy of the organization’s parade information along with a copy of the Hold Harmless Agreement and route map.

The event will begin at 10:00 am at Grosse Pointe South, ending at 11:30 am. The march will proceed north on Fisher to Kercheval and then west on Kercheval, using the north of the road, to Cadieux. The south side of Kercheval will then be used as the return route following the same path. The group has secured parking from Grosse Pointe South High School and has musicians that will perform at Grosse Pointe South and in the plaza areas in the Village.

The group has twenty parade marshals scheduled, who will be used to direct the parade and provide any cleanup if necessary. With the unknown number of attendees and in an effort to provide the safest environment possible, it will be necessary to have additional Public Safety Officers available. Bike officers will be brought in to provide the additional support. However, the ordinance does provide the ability for Council to waive the first $500 of costs to a non-profit organization and the cost associated with the additional personnel will be below that mark.

**Financial Impact:** Any costs associated will be reimbursed by WE GP, in excess of $500.

**Recommendation:** Staff recommends the approval of the event.

**Reviewed By:** Peter Dame  
**Title:** City Manager

**Prepared By:** John Alcorn  
**Title:** Director of Public Safety
**SPECIAL EVENT PERMIT APPLICATION**

**SPONSOR/CONTACT INFORMATION**

<table>
<thead>
<tr>
<th>Name of Sponsor</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>WE GP</td>
<td>Karla Keelean/Shannon Byrne</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Address</th>
<th>Contact Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>63 Cloverly Rd</td>
<td>630-383-1108</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact City/State/Zip</th>
<th>Contact Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grosse Pointe Farms, MI 48236</td>
<td><a href="mailto:karla.keelean@gmail.com">karla.keelean@gmail.com</a>/contact.wei.gp@gmail.com</td>
</tr>
</tbody>
</table>

**EVENT INFORMATION**

Name of Outdoor Event: Grosse Pointe Pride March

Event Date(s): June 26, 2021

Rain/Alt Date(s): None

Event Times: from 10:00 am/pm until 11:30 am/pm

Event Location (map should be attached): See attached Map

Event Setup Times: from 0930 am/pm until 1700 am/pm

Number of estimated attendees: 500 - 900

**STREET CLOSURES AND PARKING**

Street(s): X will not be closed

___ will be closed (please attach map/sketch of all closures)

N/A

Closed from __________ am/pm until __________ am/pm

Does this street have access to a parking lot? X Y N

If yes, what is the lot number and location:

Participants will be encouraged to park at GP South, Moore and the Village Mediated Parking

**CITY SERVICES AND OTHER REQUESTS**

Alcohol: ___ will X will not be served other than inside currently licensed establishments

If alcoholic beverages will be served outside, attach list of vendor(s) and location. State license application may be required.

Barricades: ___ will X will not be used

The City can provide barricades. The applicant will be charged for staff time for City delivery and pickup of barricades.

Food: ___ will X will not be served other than inside licensed restaurant

All food vendors must obtain a food permit required by State and/or Wayne County.

Portable Restroom: ___ will X will not be used

List number and location: RECEIVED

JUN 8 2021

CITY OF GROSSE POINTE
SERVICES AND OTHER REQUESTS (continued)

- Refuse Receotacles ___ will ___ will not be used
- Public Address System ___ will ___ will not be used ___ Music ___ Entertainment ___ Presentation

If yes, who will provide it, list where it will be located, and who will take it down after event:

- Temporary Structures (ex. Tents) ___ will ___ will not be used
- Tent at J Lot OPP South - we will take it down

If yes, list number, type and location:

- Stages ___ will ___ will not be used

If yes, list number, type and location:

- Special Fencing ___ will ___ will not be used

If yes, list who will provide it, where it will be located, and who will take it down after event:

INSURANCE

Proof of Liability Insurance for the Event ___ is ___ is not attached

The City requires that all sponsors of special events carry liability insurance. Prior to the approval of a special event, the City requires the sponsor(s) to obtain a special event insurance policy that includes listing the City of Grosse Pointe as an additional insured and an indemnification of the City if the event involves City property. The minimum coverage is $500,000 per occurrence, $1,000,000 in total; and $1,000,000 per occurrence and $2,000,000 in total for an event with alcoholic beverages.

SPECIAL EVENT FEES Fees shall be charged for City services provided to Special Events as follows (Sec. 50-42, Ord. 424)

(a) Hourly Rate shall be the hourly cost for any employee working on a special event as established by the City Administration. Hourly Rate may include expenses related to the employee including fringe benefits, overhead, and overtime, if required for the event.

(b) Purchased or Rented Materials shall include all direct costs for all materials purchased or rented by the City of Grosse Pointe for use at the event. An Administrative Fee of 3% shall be added to all purchased or rented material to cover costs related to order processing and vendor payment.

(c) Equipment Charges shall be the current equipment rental rates charged by the City.

A cash deposit, performance bond or other security acceptable to the City may be required in an amount equal to the amount estimated by the City to be billed for City Fees as described above.

RENTAL CHARGE FACILITY FEE

Events which are not City sponsored shall be charged a rent/facility fee for use of public areas such as parks or streets, in addition to the City Event Fees provided herein. The rent/facility fee shall be set by the City Administration in consultation with the applicant, based on the overall economic impact of the event, and subject to final approval by the City Council as part of the Special Event Application approval, or by an approved fee schedule. The City credits $500 of the fee for events sponsored by non-profits.

ADDITIONAL ITEMS - Please include the following with this application:

- Written narrative describing event, including a list of all participating merchants, vendors and exhibitors, as well as any amplified presentations or musical events.
- Reproducible layout/drawing/map of event showing tents/temporary structures, utility lines, lighting, barricades, and power sources.
- Permits submitted to OPP South, More and Parcells

APPLICANT/CONTACT SIGNATURE

[Signature] [Printed Name] 8 Jun 2021
INDEMNIFICATION

The WE GP (organization) agrees to protect, defend, indemnify and hold harmless the City of Grosse Pointe and its officers, employees and agents from any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof.

The WE GP (organization) further agrees to investigate, handle, respond to, and provide defense against such claims, etc., at its sole expense and agrees to bear all other costs and expenses thereto, even if such claims are groundless, false or fraudulent.

Agreement is in effect during the Grosse Pointe Pride Month event on 06/26/2021.

Title of Event: Grosse Pointe Pride Month
Date(s): 06/26/2021

Signature of Representative of Organization: [Signature]

Page 3
JUNE 26th
10AM until 11:30AM
Grosse Pointe Pride March 2021

ATTENTION ALL NEW ROUTE!!!
10AM until 11:30AM
- All on Kercheval!
- Family and Pet Friendly!
- Bands and Musicians!
- LGBTQA Activism postcard station!
- Wayne County Health Mobile Unit!
- Support our Sponsors and GP Businesses!
<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Special Event Application for Main Street Grosse Pointe Sidewalk Sale-ebration</th>
<th>DATE:</th>
<th>June 21, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUMMARY:</td>
<td>Main Street Grosse Pointe has submitted a sidewalk sale special event application for this annual all-day event on Friday and Saturday, July 30-31. This event, intended to draw shoppers to sales in The Village, closes Kercheval from Neff to Cadieux. In addition, this year there will be an extra Thursday night event that requests closure of St. Clair from Kercheval north to the alley. This will allow a pre-sale celebration connecting the plaza outside of Whiskey Six and the Kressbach Plaza. The return of the annual sidewalk sale, not held last year due to COVID-19, is eagerly anticipated. This year’s sale will feature Paint the Windows, bike decorating, and a Pooch Parade.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FINANCIAL IMPACT:</td>
<td>Events sponsored by Main Street Grosse Pointe are considered a City event under the event ordinance as it is the City of Grosse Pointe Downtown Development Authority, and are not charged.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RECOMMENDATION:</td>
<td>Motion to approve the special event application for Main Street Grosse Pointe’s 2021 Sale-ebration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PREPARED BY:</td>
<td>Peter Dame</td>
<td>TITLE:</td>
<td>City Manager</td>
</tr>
</tbody>
</table>
The Village Sidewalk Sale-ebration is the return of the annual sidewalk sale, coupled with a celebration of the perseverance of local businesses and the community that supported them through a difficult year. This year Main Street Grosse Pointe is celebrating shopping and dining local while our businesses celebrate the customers who made sure they made it through! In addition to a weekend full of bargains and deals from favorite local retailers, the Sale-ebration will bring back old favorites and introduce new activities designed for everyone!

New this year is a pre-sidewalk sale Thursday community celebration on St. Clair north of Kercheval featuring music, food & drinks on the Whiskey Six patio, kids bike decorating sponsored by the Family Center, the return of the popular Paint the Windows and more!

Friday and Saturday, July 30-31 are dedicated to shopping, shopping, shopping! In addition to Village retailers and restaurants hitting the streets along Kercheval between Cadieux and Neff, the event will also feature a makers area with local crafters and artists, music, games and activities for all ages! Friday celebrates pedal power with a parade of decorated bikes riding down Kercheval to signify the official start of the Sidewalk Sale at 10:00 am. Saturday we celebrate the dog days of summer with a Pooch Parade to start the day and lots of pet-friendly activities with our friends from Pet Supplies Plus throughout the day. Final schedule of events/activities and layout pending.
**Council Meeting**  
**June 21, 2021**

| **TITLE:** | Public Hearing – Planning Commission  
Special Use Request – 17020 Kercheval Ave.  
Kercheval Owners, LLC & Yoga Shelter, LLC | **DATE:** | June 17, 2021 |
|---|---|---|---|

**SUMMARY:** Kercheval Owners, LLC and Yoga Shelter, LLC, have submitted an application for special use approval to relocate their existing yoga studio to 17020 Kercheval Avenue. The proposed use is an expansion of an existing yoga studio located on the second floor of Kercheval Place.

The project is being proposed for development under Section 90-298. Permitted Uses After Special Approval of the City of Grosse Pointe Zoning Ordinance, which allows fitness centers on the ground floor, such as yoga studios, in the C-2 district, subject to special approval.

A detailed report by the City Planner is attached for your review.

**FINANCIAL IMPACT:** None.

**RECOMMENDATION:** Motion to approve the Special Use Request for 17020 Kercheval Avenue.

<table>
<thead>
<tr>
<th><strong>REVIEWED BY:</strong></th>
<th>Peter Dame</th>
<th><strong>TITLE:</strong></th>
<th>City Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PREPARED BY:</strong></td>
<td>John Jackson</td>
<td><strong>TITLE:</strong></td>
<td>City Planner</td>
</tr>
</tbody>
</table>
City of Grosse Pointe, Michigan

NOTICE OF PUBLIC HEARING
PLANNING COMMISSION
MONDAY, JUNE 21, 2021, 7:00 PM

17020 KERCHEVAL AVENUE
SPECIAL USE REQUEST

PLEASE TAKE NOTICE that the City of Grosse Pointe Planning Commission will hold a public hearing as noticed above to consider the Special Use Application for a proposed yoga studio at 17020 Kercheval Avenue, the applicant is Kercheval Owners, LLC/Yoga Shelter.

The project is being proposed for development under Section 90-298. Permitted Uses After Special Approval of the City of Grosse Pointe Zoning Ordinance, which allows fitness centers, such as yoga studios and other similar uses, in the C-2, Central Business District, subject to additional provisions.

The following specifications are proposed for the project:

1. Project Type: Yoga Studio
2. Current Zoning: C-2, Central Business District
3. Total Parcel Size: 2,950 Square Feet
4. The applicant is requesting special use approval for a yoga studio located at 17020 Kercheval.

Said hearing will be held in the Council Chambers, 17145 Maumee Avenue, Grosse Pointe MI.

Public comment is welcome. If you are unable to attend the hearing, written comments will be accepted until 5:00 pm on June 18, 2021. Public comments can be mailed to City Hall or sent via email to city@grossepointecity.org. If further information is needed, please contact Grosse Pointe Building Dept., 17147 Maumee, Grosse Pointe, MI 48230, Mon.-Fri., 8:30 am to 5:00 pm. Telephone: 313-885-5800.

Julie E. Arthurs, 
City Clerk

GPN: 06/03/21
June 16, 2020

Planning Commission
City of Grosse Pointe
17147 Maumee
Grosse Pointe, MI 48230

Subject: 17020 Kercheval Avenue: Special Use
Zoning: C – 2 Central Business District
Applicant: Kercheval Owners, LLC / Yoga Shelter, LLC

Dear Commissioners:

We have reviewed the above referenced special use application. The applicants, Kercheval Owners, LLC and Yoga Shelter, LLC, request special use approval to relocate their existing yoga studio, Yoga Shelter, to 17020 Kercheval Avenue. The proposed site is located within the C – 2 Central Business District and such uses are permitted within the district after special approval.

The proposed site is a 2,998 square feet first-floor commercial unit located within the Kercheval Place mixed-use development, with main entrances at Kercheval Avenue between St. Clair and Notre Dame Avenues. The proposed use is an expansion of an existing yoga studio located in a second-floor commercial unit of Kercheval Place, to a first-floor commercial unit with expanded retail space. The commercial unit will consist of a merchandise area with dressing rooms, a hot yoga studio, a Zen studio, two (2) gender-specific bathrooms, and a shower room. In a letter dated May 25, 2021, the applicants have indicated that Yoga Shelter will be generally open from 8:00 AM – 7:00 PM. The maximum number of employees at peak operational hours is expected to be between six (6) to eight (8) staff members.

PERMITTED USES AFTER SPECIAL APPROVAL STANDARDS (SEC. 90-298)

Section 90-298 identifies “fitness centers located on the ground floor of a building fronting Kercheval” as a permitted use after special approval in the C – 2 District. Use-specific conditions outlined within this section ensure the proposed use is compatible with surrounding uses and will not adversely impact the retail-oriented environment of the Village. We offer the following comments on the review criteria.

a. No less than 30 percent of the building depth from Kercheval (rounded to the nearest whole foot) shall be devoted to retail sales. The city council may modify this requirement based on a finding that the proposed use will be consistent with the intent of the ordinance.
   The applicants indicate on Sheet SU 1.03 of the submitted plans that 30% of the floor plan is dedicated to retail.

b. Business shall remain open during regular retail hours.
   In a letter from the applicants dated May 25, 2021, the applicants indicate that the studio will be generally open from 8:00 AM – 7:00 PM.
c. **Retail area shall be staffed during business hours.**
   The applicants have indicated that the retail area will be staffed appropriately throughout the business hours.

d. **Lockers rooms with changing areas and showers shall be provided within the business.**
   The proposed floor plans (Sheet SU 1.03) depict a single shower room, and a set of cubicles for storing items in the main corridor.

**GENERAL CRITERIA FOR USES PERMITTED AFTER SPECIAL APPROVAL (SEC. 90-300)**

Section 90-300 contains review criteria for special uses. These criteria are meant to ensure that the proposed use does not contradict the purpose or intent of the Zoning Ordinance in general or the C - 2 District standards specifically. We offer the following comments on the review criteria.

a. **In location, size and intensity of the principal and/or accessory operation, be compatible with adjacent uses and zoning of land.**
   The size and intensity of the use is compatible with adjacent uses and the existing commercial zoning in the C – 2 District. The applicant is not expanding the existing square footage of the building but will conduct minor interior improvements. The relocation of an existing use within the district will support an established clientele while drawing in more customers to the newly expanded retail space. Hours of operation will be generally 8:00 AM – 7:00 PM. We find this use to be comparable to other retail uses along Kercheval.

b. **Be consistent with and promote the intent and purpose of this division.**
   The purpose of the C – 2 District is to promote the development of pedestrian-oriented and accessible, central commercial service district that contains a variety of uses. The proposed use is aligned with the intended purpose of this division and provide a newly accessible fitness and retail use on the street-level of the district. The expanded use will promote walkability and increase awareness of the newly offered neighborhood services of fitness retail, as well as further enhance the image of an already existing yoga studio.

c. **Be compatible with the natural environment and conserve natural resources and energy.**
   The proposed use will not alter the existing built or natural environment of the area as proposed.

d. **Be consistent with existing and future capabilities of public services and facilities affected by the proposed use.**
   The applicant does not propose an expansion of the existing building or any substantial renovations that would affect existing or future capabilities of public services or facilities.

e. **Protect the public health, safety, and welfare as well as the social and economic well-being of those who will use the land use or activity, residents, businesses and landowners immediately adjacent and the city as the whole.**
   The proposed use does not pose any concerns for public health, safety, welfare, or social or economic well-being of those in the area. The proposed use will provide an added health and wellness benefit for the adjacent residents, as there is not an immediately adjacent yoga studio. Additionally, more frequent patron use of the proposed project will enhance the vibrancy of street activity within the district.
f. Promote the use of land in a socially and economically desirable manner.  
The proposed use is filling a formerly vacant commercial space with a new, economically viable use that is still compatible with the overall purpose and intent of the district. Additionally, as the existing business is expanding its retail services, they will provide several new jobs within the community.

g. Not be in conflict with convenient, safe and normal neighborhood vehicular and pedestrian traffic routes, flows, intersections, and general character and intensity of neighborhood development.  
The small-scale, boutique nature of the use will likely not lead to significant impacts on vehicular or pedestrian traffic in the C – 2 District. Additionally, the use is more likely to attract patrons who may walk or bike to classes. Additionally, the applicant will not significantly alter the building’s exterior, so as to remain consistent with the general character of development in this area.

h. Be of such a design and impact that the location and height of buildings, the location, nature and height of walls, fences and the nature and extent of landscaping on the site shall not hinder or discourage the appropriate development and use of adjacent land and buildings or impair the value thereof.  
Proposed changes to the building shall primarily be limited to interior renovations and new signage.

i. In the nature, location, size and site layout of the use, be a harmonious part of the district in which it is situated taking into account, among other things, prevailing shopping habits, convenience of access by prospective patrons, the physical and economic relationship of one type of use to another and characteristic groupings of uses of said district.  
The use will be harmonious with the rest of the district as it will not alter the existing building except for minor interior improvements and new signage. The use will front on Kercheval Avenue ensuring easy pedestrian and vehicular access to the site and nearby parking. The expanded retail space of the existing and established yoga studio in the district will be supported by established clientele and increased pedestrian activity, due to its new ground-floor location.

j. In the location, size, intensity and site layout be such that operations will not be objectionable to nearby dwellings, by reason of noise, fumes, glare or flash of lights.  
The proposed yoga studio and retail space use will not create any of these issues.

SITE PLAN REVIEW STANDARDS

a. Signage. The applicant has indicated that they will submit their sign package under a separate sign permit application. Kercheval Place has an approved master sign plan, provided the proposed signage complies with the approved master sign plan, the signage can be approved administratively.

b. Parking. The proposed use will be relocating within the building and not creating an increased demand for parking.

c. Building Design. The applicant has indicated that there will be no modifications to the existing building elevation.

RECOMMENDATIONS

Based on our review, we recommend the proposed yoga studio for special use approval.
If you have any further questions, please do not hesitate to contact us.

Respectfully submitted,

McKENNA

John Jackson, AICP
President

Stephanie Peña
Assistant Planner
May 25th, 2021

City of Grosse Pointe
17147 Maumee Avenue
Grosse Pointe, MI 48230

Julie Connochie, AICP
Principal Planner, MCKENNA
235 East Main Street, Suite 105

RE: Yoga Shelter – Kercheval Place (Site Plan / Special Use Application)

Dear Commissioners,

I am writing this letter on behalf of Katie Leibhan and Susan Weisberg, owners of the Yoga Shelter studio and Kercheval Owners, LLC, the ownership entity of Kercheval Place.

The Yoga Shelter has been in operation in the City of Grosse Pointe since 2008, located in Kercheval Place on the second floor. This studio has served them well overtime and has been a springboard for the success of the business and additional Yoga Shelter studios in Metro Detroit.

Many businesses have struggled to stay viable through the pandemic and many have closed or shrunk their brick-and-mortar footprints. Fortunately, the Yoga Shelter has made it through and has eyes on further expansion with a commitment to continue to serve this community that they have been a part of for over 13 years. The Yoga Shelter has plans to expand into the spaces formerly occupied by Jersey Mike’s Subs and Pointe Electronics on the first floor of Kercheval place.

To supplement the current offerings of teacher lead yoga instruction Katie and Susan will be expanding the retail component of the business. Additional clothing and accessories will now be available in a hybrid Yoga Studio / Retail Environment with offerings from many of the most recognized brands supporting the Yoga, fitness and athleisure markets. The retail offerings are available for purchase to the
public and will be displayed in the front of the studio in a retail store setting. This arrangement will provide plenty of pedestrian engagement typical of a first-floor retail shop.

During peak operational hours there will be a staff of 6-8 in the suite, some will be teaching class others working the retail floor and point of sale counter. Generally the studio will be open from 8am to 7 pm, when classes are not being taught the staff count will likely drop to 2-3 individuals focused on the retail side of the business.

It has been a pleasure to have the Yoga Shelter in Kercheval Place for the last 13 years and we are excited to be able to give them a home to expand their business for many more years to come.

Sincerely,

Ryan W. Schultz

Ryan W. Schultz
Vice President of Development
Versa Real Estate – Kercheval Owners, LLC

Katie Leibhan

Katie Leibhan RYT, RDN
Yoga Shelter, LLC

Susan Weisberg J.D., RYT
Yoga Shelter, LLC
CITY OF GROSSE POINTE
APPLICATION FOR SPECIAL USE REVIEW

NOTICE TO APPLICANT: Applications for Special Use review by the Planning Commission must be submitted to the City in substantially complete form prior to being placed on the Planning Commission/City Council's agenda for consideration. The application must be accompanied by 12 individual folded copies of the site plan, plus the required review fees. Regular meetings of the Planning Commission/City Council are held on the third Monday of each month at 7:00 p.m. All meetings are held at the City of Grosse Pointe City Hall, 17147 MaumeeGrosse Pointe, MI. 48230. Phone number: (313) 885-5800.

Special Uses shall comply with the standards in Section 90-300 of the Zoning Ordinance. Accordingly, a public hearing shall be held by the Planning Commission before a decision is made on any Special Use request. Furthermore, a site plan shall be required, which shall be prepared in accordance with the appropriate section of the Ordinance.

TO BE COMPLETED BY APPLICANT:

I (we) the undersigned, do hereby respectfully request Special Use Review and provide the following information to assist in the review:

Applicant: Kercheval Owners, LLC / Yoga Shelter

Mailing Address: 326 E. 4th Street, Royal Oak, Michigan 48067

Telephone: 248-421-7140 Fax:

Property Owner(s) (if different from Applicant):

Mailing Address:

Telephone: Fax:

Applicant's Legal Interest in Property:

Location of Property: Street Address: 17020 Kercheval

Nearest Cross Streets: Kercheval and Notre Dame

Sidwell Number: 37002040029003

Property Description:

If part of a recorded plat, provide lot numbers and subdivision name. If not part of a recorded plat (i.e., "acreage parcel"), provide metes and bounds description. Attach separate sheets if necessary.

February 27, 2003
Property Size (Square Ft): Approx. 2,950 (Acres):

Existing Zoning (please check):

- R-1A Single-Family Residential District
- R-1B Single-Family Residential District
- R-2 Two-Family Residential District
- R-T Terrace Residential District
- RO-1 Restricted Office District
- C-1 Local Business District
- C-2 Central Business District
- P-1 Vehicular Parking District

Present Use of Property: Vacant - Former Jersey Mike's Subs and Pointe Electronics

Proposed Use of Property: Yoga Studio with Retail

Please Complete the Following Chart:

<table>
<thead>
<tr>
<th>Type of Development</th>
<th>Number of Units</th>
<th>Gross Floor Area</th>
<th>Number of Employees on Largest Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detached Single Family</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attached Residential</td>
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<tr>
<td>Commercial</td>
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<tr>
<td>Other (Mixed Use)</td>
<td>1</td>
<td>2950</td>
<td>4-6</td>
</tr>
</tbody>
</table>

ATTACH THE FOLLOWING:

1. 12 individually folded copies of the site plan, sealed by a registered architect, engineer, landscape architect or community planner. (If copies are submitted simultaneously for site plan review, then submittal of 12 additional sets of prints is not necessary.)

2. Proof of property ownership.

3. A brief written description of the proposed use.

February 27, 2003
PLEASE NOTE: The applicant or a designated representative MUST BE PRESENT at all scheduled review meetings or the site plan may be tabled due to lack of representation.

APPLICANT'S ENDORSEMENT:

All information contained herein is true and accurate to the best of my knowledge. I acknowledge that the Planning Commission will not review my application unless all information required in this application and the Zoning Ordinance have been submitted. I further acknowledge that the City and its employees shall not be held liable for any claims that may arise as a result of acceptance, processing, or approval of this application.

Ryan W. Schultz

Signature of Applicant

Date

Ryan W. Schultz

Signature of Applicant

Date

Signature of Property Owner Authorizing this Application

Date

February 27, 2003
SPECIAL USE REQUIREMENTS

1. No less than 30 percent of the building depth from Kercheval (rounded to the nearest whole foot) shall be devoted to retail sales. The City Council may modify this requirement based on a finding that the proposed use will be consistent with the intent of the ordinance.

2. Business shall remain open during regular retail hours.
   - Business will remain open.

3. Retail area shall be staffed during business hours.
   - Business will be staffed during business hours.

4. Locker rooms with changing areas and showers shall be provided within the business.
   - Shower with changing area is provided.
   (Refer to floor plan)

2. Signage will be submitted separately and will comply with municipal standards.
**TITLE:** Site Plan Review – Yoga Shelter - 17020 Kercheval Avenue  
**DATE:** June 21, 2021

**SUMMARY:** Versa, the owner of Kercheval Place, has submitted an application for site plan approval for relocating and expanding the Yoga Shelter from the 2nd floor of 17000 Kercheval to two vacant spaces at 17020 Kercheval on the first floor. The new location will feature a dedicated retail area consistent with the City’s requirements for fitness centers on the first floor.

A report by the City Planner is attached for your review.

**FINANCIAL IMPACT:** None

**RECOMMENDATION:** Approve the site plan for Yoga Shelter at 17020 Kercheval.

**REVIEWED BY:** Pete Dame  
**TITLE:** City Manager

**PREPARED BY:** John Jackson  
**TITLE:** City Planner
June 18, 2020

Planning Commission
City of Grosse Pointe
17147 Maumee
Grosse Pointe, MI 48230

Subject: 17020 Kercheval Avenue: Site Plan
Zoning: C – 2 Central Business District
Applicant: Kercheval Owners, LLC / Yoga Shelter, LLC

Dear Commissioners:

We have reviewed the above referenced Site Plan application. The applicants, Kercheval Owners, LLC and Yoga Shelter, LLC, request site plan approval to relocate their existing yoga studio, Yoga Shelter, to 17020 Kercheval Avenue. The proposed site is located within the C – 2 Central Business District and such uses are permitted within the district after special approval.

The proposed site is a 2,998 square feet first-floor commercial unit located within the Kercheval Place mixed-use development, with main entrances at Kercheval Avenue between St. Clair and Notre Dame Avenues. The proposed use is an expansion of an existing yoga studio located in a second-floor commercial unit of Kercheval Place, to a first-floor commercial unit with expanded retail space. The commercial unit will consist of a merchandise area with dressing rooms, a hot yoga studio, a Zen studio, two (2) gender-specific bathrooms, and a shower room. In a letter dated May 25, 2021, the applicants have indicated that Yoga Shelter will be generally open from 8:00 AM – 7:00 PM. The maximum number of employees at peak operational hours is expected to be between six (6) to eight (8) staff members.

SITE PLAN REVIEW

We have based our review of the site plan on the requirements of Section 90-74 of the City of Grosse Pointe and offer the following comments. Improvements to the site are limited to building façade improvements and development of outdoor eating area.

1. Use. Section 90-298 identifies “fitness centers located on the ground floor of a building fronting Kercheval” as a permitted use after special approval in the C – 2 District. Subject to special use approval – see review under separate cover.

2. Setbacks and Dimensional Requirements. No structural modifications to the building are proposed.

3. Architectural Features. The applicant has indicated that there will be no modifications to the existing building elevation.
4. **Parking.** The use is in the Village Parking District. Per Section 90-156(14) - Village Parking District, no additional off-street parking is required if the use has a similar or lesser parking requirement. The proposed use will be relocating within the building and not creating an increased demand for parking.

5. **Vehicular and Pedestrian Access.** No changes are being made to the building. There will be no adverse impacts on vehicular or pedestrian access.

6. **Lighting.** Exterior lighting details have not been submitted. Any proposed lighting will have to be external, or backlit as permitted by the City's design guidelines and sign ordinance.

7. **Signage.** The applicant has indicated that they will submit their sign package under a separate sign permit application. Kercheval Place has an approved master sign plan, provided the proposed signage complies with the approved master sign plan, the signage can be approved administratively.

**RECOMMENDATIONS**

Based on our review, we recommend the proposed yoga studio for site plan approval subject to the proposed use receiving special use approval.

If you have any further questions, please do not hesitate to contact us.

Respectfully submitted,

**McKENNA**

John Jackson, AICP  
President

Stephanie Peña  
Assistant Planner
SPECIAL USE REQUIREMENTS

1. NO LESS THAN 30 PERCENT OF THE BUILDING DEPTH FROM STREET LEVEL (BOUNDED TO THE NEAREST WALKABLE FOOTPATH) SHALL BE DEVOTED TO RETAIL SALES. THE CITY COUNCIL MAY MODIFY THIS REQUIREMENT BASED ON A FINDING THAT THE PROPOSED USE WILL BE CONSISTENT WITH THE INTERESTS OF THE ORDINANCE.

2. 30 PERCENT PROVIDED (REFER TO FLOOR PLAN)

3. BUSINESS SHALL REMAIN OPEN DURING REGULAR RETAIL HOURS.

4. BUSINESS HALL REMAIN OPEN DURING BUSINESS HOURS.

5. RETAIL AREA SHALL BE STAFFED DURING BUSINESS HOURS.

6. LOCKER ROOMS WITH CHANGING AREAS AND SHOWERS SHALL BE PROVIDED WITHIN THE BUSINESS.

7. SIGNAGE WILL BE SUBMITTED SEPARATELY AND WILL COMPLY WITH MUNICIPAL STANDARDS.
**Vacation of Goethe Street Dead end at University Place**

**SUMMARY:** When Lakeland between Mack and Charlevoix was developed in the 1950’s, the platted path of Goethe Street was interrupted. In 1990, the City of Grosse Pointe approved a request to vacate the dead end of Goethe Street that had been created at Neff Road. Now the City of Grosse Pointe has received an updated request from the owners of the adjacent private properties to vacate the dead end created at University: Rick and Melissa Lucassian of 823 University Place and Tim and Elizabeth Kruse of 809 University Place. This matter had been subject to a public hearing in 2017 but tabled.

To vacate a public street, a public hearing must be held. Under state law, the property is vacated to the adjacent properties. The concept for the vacation is attached. The adjacent private property owners would divide the street and it would become part of their existing private lots. The City would retain easement and access rights to, and retain ownership of the sanitary sewer system at the rear of the lot. The stormwater catch basins within the dead end of Goethe and the stormwater pipes would be vacated and the private property owners would become responsible for them as the City Engineer has determined those drains are not required for street drainage of University, which has its own catch basins. The City would no longer be responsible for maintaining or plowing the vacated street, as it would be private property.

The owners are not proposing any immediate change to the configuration to the vacated area Goethe. They will need to post a sign indicating it is a private road or private property until such time a reconfiguration moves forward. At the time that the property owners may choose to make any changes, the agreement requires the plan to be submitted for approval by the City. A condition of the vacation is that when driveways replace the street, the curbs and sidewalks would need to be extended to the new driveway at the private property owners’ expense. At that time, the City would remove the flashing traffic control signal.

**FINANCIAL IMPACT:** Minimal

**RECOMMENDATION:** Approve vacation of Goethe and authorize execution of vacation resolution

**PREPARED BY:** Peter Dame

**TITLE:** City Manager
NOTICE OF PUBLIC HEARING TO
CONSIDER VACATING PORTION OF
GOETHE STREET

Notice is hereby given that a Public Hearing will be held to consider vacating a portion of Goethe Street at University Place.

A public hearing will be held by the Grosse Pointe City Council on Monday, June 21, 2021, at 7:00 p.m. at the Council Chambers, 17145 Maumee, at which time the City Council will hear comments on the proposed vacating of that portion of Goethe lying from the westerly line of the University Place right-of-way and extending 128 feet west of that line, which portion is also known as the stub-end street right-of-way of Goethe at University. Written comments will be accepted at the City Offices, or at city@grossepointecity.org until 5:00 p.m., June 18, 2021. Please contact City Clerk Julie Arthurs at (313) 885-5800 if you require additional information.

Julie E. Arthurs,
City Clerk
May 24, 2021

Richard and Melissa Lucassian  
823 University Plance  
Grosse Pointe, MI 48230

Timothy and Elizabeth Kruse  
809 University Place  
Grosse Pointe, MI 48230

Via DocuSign

City of Grosse Pointe  
City Council President  
17147 Maumee Avenue  
Grosse Pointe, MI 48230

Re: Vacating abandoned Goethe Street

Dear City Council President:

We write this letter seeking the City of Grosse Pointe formally adopt a resolution vacating the unused portion of Goethe Street which proceeds over our property on University Street. We have submitted preliminary plans that have been approved by requisite City of Grosse Pointe departments and officials.

As the City Council is aware, this portion of Goethe Street is not used as a public street and have not been subject to maintenance or repair. The original platting of a street that could extend past our properties is not feasible due to the developed neighborhood behind our properties.

We have prepared a lawsuit to vacate the plat and ensure proper title to our properties. This litigation will be filed upon the City Council adopting the vacating/abandonment resolution.

Thank you for your kind attention and please place this on the docket for the next City Council meeting. Until we hear from the City, we remain,

Very truly yours,

[Signatures]
Richard Lucassian  Melissa Lucassian  Timothy Kruse  Elizabeth Kruse
RESOLUTION OF THE COUNCIL OF THE
CITY OF GROSSE POINTE
TO VACATE A PORTION OF GOETHE STREET

BY MOTION DULY MADE by Councilmember ___________ and supported by Councilmember
___________, the following resolution was adopted:

WHEREAS on June 21, 2021, the Grosse Pointe City Council held a hearing to consider the
proposed vacating of Goethe Street at University and heard objections thereto; and

WHEREAS those persons wanting to raise objections have been given the opportunity to do so; now,
therefore, it is

RESOLVED that the following described portion of the street located in the City of Grosse Pointe,
Wayne County, Michigan, is hereby vacated:

That portion of Goethe Street (58.91 feet wide) from the Westerly line of University Pl. (60
feet wide) to the Westerly line of the Grosse Pointe Colony Subdivision of Lots 28-29 and
30 as recorded in Liber 34, Page 46, and the Westerly line of the Grosse Pointe Colony
Subdivision of Lots 16, 27, 33, 34 & 35, as recorded in Liber 31, Page 97, Wayne County
Records, reserving and retaining an easement on, over, along, across, under, above and
through the westerly 15 feet of the above described vacated street for public utility purposes
including use for sewers, sewer manhole, utility mains, conduits and poles, together with an
easement for access for the maintenance and/or installation thereof but not for public travel
or transportation.

IT IS FURTHER RESOLVED that, ownership of the storm water catch basin and storm water pipes
in the vacated area will be abandoned by the City, and the “Property Owners”, Richard and Melissa
Lucassian and Timothy and Elizabeth Kruse, will be responsible for maintaining or removing them.

IT IS FURTHER RESOLVED that, the City and the adjacent Property Owners have agreed to the
following:

(a) The City will remove the street signal adjacent to the vacated street at City cost when the
vacated street is reconfigured with driveways.

(b) Until reconfigured, the Property Owners are required to install “Do Not Enter” or “Private
Driveway” signs and/or physical medians or barriers at the entrance to the vacated street to prevent
public traffic from entering private property.

(c) Upon removal of the vacated street, curbs on University and the sidewalk for University will
be extended to the driveways and in between the driveways for a continuous curb and sidewalk in
accordance with City standards. The cost of these improvements will be borne by the Property
Owners, jointly and severally, and the final construction shall be subject to inspection and approval
by the City.
(d) Final re-development plans, that will conform generally to the attached conceptual plans, Exhibit A, will be submitted to the City for approval. Specific written approval is required for all work in the City right-of-way.

IT IS FURTHER RESOLVED that the Council of the City of Grosse Pointe, pursuant to Section 257 of the Subdivision Control Act [MCL 560.257], determines that it is necessary for the health, welfare, comfort and safety of the people of the City of Grosse Pointe, Michigan, to discontinue ownership of the described portion of Goethe Street; and

IT IS FURTHER RESOLVED, that pursuant to Sections 256 and 257 of the Subdivision Control Act [MCL 560.256 and 257], the City Clerk of the City of Grosse Pointe is directed to, and shall, within thirty (30) days, record a certified copy of this Resolution with the Wayne County Register of Deed and send a copy thereof to the State Treasurer.

Adopted by the following vote:

AYES:

NAYS:

CERTIFICATION

STATE OF MICHIGAN  )
                    )SS
COUNTY OF WAYNE   )

I, Julie E. Arthurs, City Clerk of the City of Grosse Pointe, do hereby certify that the above is a true and exact copy of the excerpt taken from the minutes of the regular City Council meeting held ____________________, 2021 in the City of Grosse Pointe, Wayne County, Michigan.

In witness whereof, I have hereto set my hand and affixed the corporate seal of the City of Grosse Pointe on this ____________________, 2021.

________________________________________
Julie E. Arthurs
City Clerk

The foregoing was acknowledged before me this _____ day of ________________, 2021.

_____________________________________
Notary Public
_________________________ County, Michigan
My commission expires: ___________________
EXHIBIT A
**SUMMARY:** A primary action items noted in the MEDC Redevelopment Ready Communities recommendations is to update the City’s Master Plan. Last updated in 2012, the Michigan Planning Act recommends an update or new plan every five years. With the recent completion of the Mack Avenue commercial corridor rezoning recommended in the last Master Plan, staff is ready to start the process for the Master Plan update.

The scope of the Master Plan update is intended to not only meet the requirements of the Michigan Planning Act, but also to ensure the updated Master Plan includes items deemed a best practice by the RRC program. The RRC program has two levels of certification. The basic level of certification is called “Essentials” and requires the Master Plan to:

- reflect the community’s desired direction for the future
- identify strategies for priority redevelopment areas
- addresses land use, infrastructure, and complete streets principles
- a zoning plan
- Goals, implantation actions, timelines and assignments

To achieve the RRC highest certification, the Master Plan also requires inclusion of an economic development strategy with commercial development goals, objectives, timelines and assignments.

The attached scope does include all of the above. In discussing the proper level of certification, the City’s RRC representative has suggested that the City first seek the Essentials level. With regard to the Master Plan scope, it was recommended to include the economic development strategy in the update as there are already many elements of one included in the current master plan.

The Council is requested to review the scope and schedule and to provide any additional comments to the City Planner to be sure the project reflects the activities desired by Council.

**FINANCIAL IMPACT:** The cost of the update will be charged to the City Planners contract at the approved rates, but at a cost not to exceed $20,000 in professional services, and $2000 in reimbursables. While $25,000 is budgeted in the City’s FY2021-22 budget for the update, the City intends to apply for MEDC RRC program to cover 75% of the cost of this update. The intent would be to start the update shortly after the City receives approval from the MEDC.
**RECOMMENDATION:** Provide Council comments on scope and schedule for Master Plan Update before MEDC RRC grant request

<table>
<thead>
<tr>
<th>PREPARED BY:</th>
<th>Peter Dame</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE:</td>
<td>City Manager</td>
</tr>
</tbody>
</table>
June 16, 2021

City Council
City of Grosse Pointe
17147 Maumee
Grosse Pointe, MI 48230

Subject: 2021 Master Plan Update

Dear Councilmembers:

As discussed at the April, 2021 Planning Commission meeting, the City’s Master Plan is due for an update. This was an action recommended in the 2021 Annual Work Plan as well as the Michigan Economic Development Corporation’s (MEDC) Redevelopment Ready Communities (RRC) assessment presented to the City on December 14, 2020. Based on the previous discussions with City Council and the feedback from the RRC evaluation process, we have developed the following scope to update the City of Grosse Pointe Master Plan.

**FIVE-YEAR MASTER PLAN UPDATE**

Our recommended approach would be to conduct a five-year update of the Plan to incorporate the needed changes identified by our staff review and the MEDC. To do so, we recommend the following steps.

**Step 1 — Identify, Quantify, and Analyze**

For a targeted Master Plan update, we would provide updated data as available, but focus additional analysis on areas in need of a substantial update based on any significant changes in the data we uncover and those topics identified during MEDC and staff reviews of the Plan.

**Step 2 — Public Participation, Engagement, and Community Outreach**

Proactive engagement processes are vital to the RRC certification process. Early public engagement will focus on ensuring the Master Plan vision is aligned with the current attitudes of residents and businesses. Subsequent engagement on specific topics will inform the amendments to the Master Plan. For this option, we would recommend a strong marketing and communication plan to raise awareness of public engagement opportunities, a robust online engagement platform, and one (1) half-day mobile public workshop at a public venue like the War Memorial or Neff Park.

**Step 3 — Draft Amendments**

Our staff review will inform how each goal and objective will be altered to fit the needs of the community, building the foundation for drafting the appropriate amendments to the Master Plan. Relevant data, analysis, and potential public engagement input will supplement drafting processes, ensuring compliance with RRC best practices. At a minimum, we will address the following:

- Update goals, objectives, or projects that have been completed since the last Master Plan and add to these lists based on public engagement.
- Update the Land Use Policies

**Sample Implementation Matrix**

**Communities for real life.**

**Headquarters**
235 East Main Street
Suite 105
Northville, Michigan 48167

**248.596.0920**
**248.596.0930**

**mcka.com**
• Create a **Zoning Plan** to ensure alignment between the policies in the Master Plan and the City’s zoning ordinance.
• Identify **priority redevelopment area** strategies
• Revise Plan to meet **economic development strategy** requirements of MEDC
• Create an appropriate **Complete Streets** policy.
• **Implementation matrix** identifying priorities and responsible parties.

**Step 4 – Adoption**

McKenna will assist the City of Grosse Pointe with adoption procedures in accordance with the MPEA.

**PROPOSED SCHEDULE**

<table>
<thead>
<tr>
<th>Steps</th>
<th>MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1: Kick-Off: Strategic Issues</td>
<td></td>
</tr>
<tr>
<td>Step 2: Identify, Quantify, and Analyze</td>
<td></td>
</tr>
<tr>
<td>Step 3: Participation, Engagement and Outreach</td>
<td>7</td>
</tr>
<tr>
<td>Step 4: Goals, Objectives, and Strategies</td>
<td></td>
</tr>
<tr>
<td>Step 5: Draft Amendments</td>
<td></td>
</tr>
<tr>
<td>Step 6: Required Zoning Plan</td>
<td></td>
</tr>
<tr>
<td>Step 7: Implementation Strategies</td>
<td></td>
</tr>
<tr>
<td>Step 8: Adoption</td>
<td></td>
</tr>
<tr>
<td>Master Plan Update Statutory Review</td>
<td>*</td>
</tr>
</tbody>
</table>

**PROFESSIONAL FEE**

Our comprehensive, high-quality, expert approach to preparing the City of Grosse Pointe’s Master Plan 5 Year Review and Update is proposed at a **lump sum project cost of $20,000**. We estimate reimbursable expenses of approximately $2,000, including the use of the Social Pinpoint program that was successfully used for the Mack Avenue Improvement Plan project.

**NEXT STEPS**

We will be present at the June 22, 2021 City Council meeting to discuss our recommendations and answer any questions you may have about the Master Plan update process.

Respectfully Submitted,

John R. Jackson, AICP
President
<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Authorize Final Change Order and Contract Amount for PIA Facilities Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE:</td>
<td>June 21, 2021</td>
</tr>
</tbody>
</table>

**SUMMARY:** In 2018, the City entered into a Guaranteed Maximum Price (GMP) contract with Partners in Architecture to design and construct three needed public facilities for a single guaranteed price: a new Public Safety building, a Public Works building and a Court/Council Chamber.

This creative arrangement allowed for the City to adjust the plans and designs for all three buildings depending on actual bid out costs for construction or changes in plans. Plans did have to be adjusted to reflect change in location for the Public Works building, the cost of construction in the Public Safety building due to steel tariffs, and the rising costs of construction for the Court due to the time it took to finish the two other facilities and the COVID-19, etc.

There was one change order at the outset of the Public Works project for a new water main branching off Maumee in the amount of $97,444 that was reimbursed by the Water & Sewer Fund. For the rest of the project, it was agreed by the City and the project team would simply charge the actual design, engineering, and construction oversight costs for the project, rather than go through the change order process with its standard markup fees set in the original contract. Due to the multiple unexpected changes in design and scope, all parties have agreed that this is the fairest way to address the limited areas of higher costs and treat them as contingencies rather than use formal change orders for changes in scope for construction or design. This method avoids and settles all potential disputes of the parties, as consummated in this final change order. Despite these higher contingency costs, the overall project was managed in a way to ensure that the guaranteed maximum price was still not only met but reduced.

Consequently, to reflect that the three projects in total came under the GMP, a second change order is needed to reflect the savings and the final contract price. The change order is attached.

**FINANCIAL IMPACT:** The 2018 GMP agreement provided an incentive to keep the overall construction and design costs under the guaranteed maximum price. The final construction cost came in more than $160,000 under the agreement. By agreement in the original contract, 40% of the savings is allocated to the contracting team of PIA and DeMaria, and the City retains 60%. This allows the final contract price to be reduced by just under $100,000.

**RECOMMENDATION:** Approve Change Order #2 reducing the contract cost by $96,676 resulting in a Final Contract Amount of $12,627,938.16

**PREPARED BY:** Peter Dame

**TITLE:** City Manager
**Change Order for a Design-Build Project**

**PROJECT** (Name and address): City of Grosse Pointe-DPW 18-109  
City of Grosse Pointe-DPW, DPS & Court  
17147 Maumee Avenue  
Grosse Pointe, MI 48230  

**TO DESIGN-BUILDER** (Name and address): PARTNERS in Architecture Design/Build LLC  
65 Market Street  
Suite 200

**DATE:** June 16, 2021

**OWNER:** City of Grosse Pointe-DPW, DPS & Court  
17147 Maumee Avenue  
Grosse Pointe, MI 48230

**DESIGN-BUILDER:** PARTNERS in Architecture Design/Build LLC  
65 Market Street  
Suite 200

**ARCHITECT:** PARTNERS in Architecture Design/Build LLC  
65 Market Street  
Suite 200

**FIELD:** OTHER:

**OWNER’S PROJECT NUMBER:** 18-109

**DESIGN-BUILD CONTRACT DATE:** January 8, 2018

**DESIGN-BUILD CONTRACT FOR:** General Construction

---

**THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Change Directives)

1. Unbilled from Contract GMP (Shared Savings) Deduct $161,260.00

2. 40% Shared Savings for Design Builder Add $64,504.00

3. Base Contract Alignment Add $80.00

**TOTAL DEDUCTIONS $96,676.00**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>The original Contract Sum was</td>
<td>$12,627,170.00</td>
</tr>
<tr>
<td>The net change by previously authorized Change Orders</td>
<td>$97,444.16</td>
</tr>
<tr>
<td>The Contract Sum prior to this Change Order was</td>
<td>$12,724,614.16</td>
</tr>
<tr>
<td>The Contract Sum will be decreased by this Change Order in the amount of</td>
<td>$96,676.00</td>
</tr>
<tr>
<td>The new Contract Sum including this Change Order will be</td>
<td>$12,627,938.16</td>
</tr>
<tr>
<td>The Contract Time will be increased by Zero (0) days.</td>
<td></td>
</tr>
<tr>
<td>The date of Substantial Completion as of the date of this Change Order therefore is</td>
<td></td>
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</tbody>
</table>

**NOTE:** This Change Order does not include changes in the Design-Builder’s compensation, Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.
NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.

PARTNERS in Architecture Design Build, LLC
DESIGN-BUILDER (Firm name)
65 Market Street, Suite 200
Mount Clemens, MI 48043
ADDRESS

BY (Signature)
(Typed name)
DATE

City of Grosse Pointe
OWNER (Firm name)
17147 Maumee Avenue
Grosse Pointe, MI 48230
ADDRESS

BY (Signature)
(Typed name)
DATE
**SUMMARY:** At the June meeting of the Main Street Grosse Pointe Board, a motion was unanimously adopted to request that the $50,000 in Capital Project Funds the City committed to use in The Village at Main Street Grosse Pointe’s discretion be used for replacement of as many replacement benches as possible. The City’s budget also includes funds for replacement of benches and garbage cans, and the Grosse Pointe Boat Club and City of Grosse Pointe Foundation have each been raising funds for bench replacement on the marina.

City department staff from Grosse Pointe Main Street, Parks and Recreation and Public Services worked together to find suitable replacement seating benches in the Village and Neff Park. Three companies provided proposals for new 6-foot benches with backs to replace the aging wood slatted benches. The proposals were comparable in size, material and powder coated in gloss black. All three companies were asked to give proposals based on $50,000 for the Village and 10 additional benches for Neff Park. Listed below are the proposals for benches at Neff Park and in the Village:

<table>
<thead>
<tr>
<th>Company</th>
<th>Proposal Cost</th>
<th>Bench Breakdown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keystone Ridge Designs, from Butler, PA</td>
<td>$62,428</td>
<td>Includes 10 benches for Neff Park and 37 for Village ($1328 per bench)</td>
</tr>
<tr>
<td>Penchura, LLC of Brighton, MI</td>
<td>$63,394</td>
<td>Includes 10 benches for Neff Park and 37 for Village ($1348 per bench)</td>
</tr>
<tr>
<td>Landscapeforms.com of Kalamazoo, MI</td>
<td>$71,810</td>
<td>Includes 10 benches for Neff Park and 22 for Village ($2244 per bench)</td>
</tr>
</tbody>
</table>

Of the three proposals, Keystone Ridge Designs offered the best value per bench, shipping included, and endless options for plaque design, material and colors. Six out of the ten benches at Neff Park will have plaque holders incorporated in the bench. Depending on style and material used, the current pricing is an additional $250 to $600 per bench. Current lead times for all companies is about 3 months. By coordinating this purchase as a bulk purchase for multiple places, the City was able to substantially lower the price per bench over the initial quotes for the six donated benches for the marina.
**FINANCIAL IMPACT:** Donations from the City of Grosse Pointe Foundation will pay for four benches, donations from the Grosse Pointe Boat Club of $4000 will pay for two benches, and the City’s Capital Projects Fund will pay for the remainder of the 10 benches at Neff Park reserving a significant amount for the planned replacement of garbage containers. 37 benches for the Village ($48,729) will be paid for from the Capital Projects Fund amount earmarked for Village capital projects. There is an additional $50,000 in the upcoming FY2021-22 budget reserved for Village improvements, also requiring Main Street Grosse Pointe approval.

**RECOMMENDATION:** Staff recommends authorizing the purchase of benches from Keystone Ridge Designs for the amount of $62,428

<table>
<thead>
<tr>
<th>REVIEWED BY:</th>
<th>Peter Dame</th>
<th>TITLE:</th>
<th>City Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREPARED BY:</td>
<td>Pete Randazzo</td>
<td>TITLE:</td>
<td>Public Services Director</td>
</tr>
</tbody>
</table>
Penchura
(Dumor brand)
Bench 160

Keystone Ridge Designs
Sc26 Schenley

Landscapeforms.com
Plainwell series