



CITY COUNCIL MEETING  
DECEMBER 19, 2022  
7:00 p.m.

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**AGENDA**

1. Roll Call
2. Pledge of Allegiance
3. Setting the Agenda
4. Consent Agenda
  - a. Approval of Minutes
  - b. Approval of Invoices
  - c. Appointment of Beautification Commission Members
  - d. 2023 Council Meeting Dates
  - e. Resolution – Annual Wayne County Permits
  - f. Purchase of Public Safety Vehicle
5. Presentation of 2021-22 Fiscal Year Audit
6. Planning Commission
  - a. Public Hearing – Special Land Use Application for Group Child Care Home – 908 St. Clair
    1. City Planner presentation
    2. Open Public Comment
    3. Close Public Comment
    4. Consideration of special land use
  - b. Continuation of City Apartments PUD Application - 582-606 St. Clair  
(Previously subject of the November 14 Public Hearing)
7. New Business
  - a. Bid Awards Relating to Lot 4
    1. Reconstruction of Lot 4
    2. Cameras for Lot 4
  - b. Appointment of City Clerk
  - c. Resolution honoring Julie Arthurs
8. Public Comment
9. Staff Reports
10. Council Comment
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.

**MINUTES OF THE GROSSE POINTE CITY COUNCIL MEETING HELD IN THE CITY COUNCIL CHAMBERS,  
17145 MAUMEE AVENUE, GROSSE POINTE, MICHIGAN ON MONDAY, NOVEMBER 14, 2022.**

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

ROLL CALL

Present: Mayor Tomkowiak, Council Members Fries, Juip, Krupp, Parthum, Thomas, Walsh

In Attendance: City Manager Dame, Attorney Kennedy, City Clerk Arthurs, Public Safety Director Alcorn, Public Service Director Randazzo, Assistant to the City Manager Hardenbrook, Main Street Director Willcock and City Planner Jackson.

The Mayor then led the Council in the Pledge of Allegiance.

CONSENT AGENDA

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

1. Minutes from the regular Council Meeting held on October 17, 2022.
2. Invoices
  - a) Plante Moran - Audit, June 30, 2022, \$42,800
  - b) Great Lakes Water Authority - Sewage, October 2022, \$75,000
  - c) Anderson, Eckstein & Westrick, Inc.
    - Cadieux Resurfacing, October 2022, \$7,948.17
    - Lot 4 Reconstruction, October 2022, \$11,473.69
    - Storm Sewer Clean & TV, October 2022, \$15,934.07
  - d) Doetsch Environmental Service
    - Storm Sewer Cleaning & TV Inspection, Estimate 2, \$25,737.48
  - e) Traffic & Safety - Annual Contract billing, 2023, \$13,286.70
  - f) Holiday Outdoor Décor - Village Holiday Decorations, July 2022, \$14,456.94
  - g) Tri-County International Trucks, Inc.
    - Engine & Brake Repair on Garbage Truck, October 2022, \$9,467.43
  - h) Range USA Law Enforcement - Optics and Flashlights, October 2022, \$16,720

CONSENT AGENDA UNANIMOUSLY ADOPTED.

PUBLIC HEARING – LIQUOR LICENSE TRANSFER – WHISKEY SIX GROSSE POINTE, LLC

Mayor Tomkowiak indicated that this was the time set for a public hearing regarding an application to transfer a liquor license within the City of Grosse Pointe.

City Manager Dame made the following report:

The City received an application for a transfer of an existing Class C and SDM license with a Sunday Sales Permit (AM/PM), Dance-Entertainment Permit and Outdoor Service (1 area) from St. Clair Associates, LLC for a business located at 646 St. Clair. The Grosse Pointe City Code sets forth the procedures and criteria for review and approval of liquor license requests and transfers. The ordinance further provides that a public hearing be conducted by the City Council on any application with notice in a local newspaper.

Whiskey Six Grosse Pointe, LLC has applied for the transfer. The Public Safety Department conducted an investigative report, covering background and eligibility under liquor license provisions. The Council received and reviewed the City Planner's report regarding the transfer request.

Kostas Ropotos, applicant and representative of Whiskey Six Grosse Pointe, LLC, presented the request and answered various Council questions. The Council welcomed Mr. Ropotos to The Village.

Motion by Council Member Thomas, second by Council Member Fries, to approve the transfer of ownership of an existing Class C license and SDM license with a Sunday Sales Permit (AM/PM), Dance-Entertainment Permit and Outdoor Service (1 area) to Whiskey Six Grosse Pointe, LLC and adopt a Resolution recommending the Class C and SDM license be transferred and granted.

UNANIMOUSLY ADOPTED.

The City Council convened as the Planning Commission.

#### PUBLIC HEARING – PLANNED UNIT DEVELOPMENT – 582-606 ST. CLAIR – CITY CENTER APARTMENTS

Mayor Tomkowiak indicated that this is the time set for the Planning Commission to conduct a public hearing and review of the MTB Partners LLC application for a Planned Unit Development and site plan for the City Center Apartment Development at 582-606 St. Clair. The review will include a site plan review presentation by the applicant, the City Planner's review, and comments from the public. The Planning Commission will then discuss and deliberate the details of the plan once the public hearing is closed. Once the discussion is complete, the Planning Commission will make their recommendation and direct staff to prepare a report for formal action on the application by the City Council in December.

John Jackson of McKenna, City Planner, reviewed his report on the Planned Unit Development site plan. He indicated that the applicant has proposed a mixed-use project to be located on the east side of St. Clair between St. Paul and Kercheval. The proposed building is 11,840 square feet on the first floor and contains four floors and a total floor area of 109,760. The applicant has proposed 72 apartments, 9 townhomes, supporting uses (lounge/gym, etc.), 2,825 square feet of commercial space, and 136 parking spaces (57 secured, 15 covered, 24 partially covered, 19 shared commercial spaces, and 16 spaces located near the townhomes). The subject site is planned T, Transition, and zoned T, Transition which allows apartments, townhomes, hotels, and supporting uses. The applicant is requesting the project be considered for approval as a Planned Unit Development (PUD). The PUD option allows the City Council to exercise regulatory flexibility (ex. relax setbacks or parking, allow other uses) to encourage a project that exhibits higher quality, greater creativity, and that significantly advances the City's master plan goals and objectives.

The applicant is proposing a mixed-use development that is primarily residential (81 units) with a small amount (4,000 sf) of supporting commercial space. The amount of commercial space proposed and its location adjacent to the public parking lot will make it complementary in nature to the overall project. A PUD shall achieve a higher quality development than is otherwise possible with the regulations for the underlying zoning district and the applicant has submitted plans that include the following benefits:

- Extensive landscaping and green space in the form of a green roof located above the parking area providing usable outdoor space for the residents of the project.
- High-quality, well-designed building elevations that exceed the City's design standards for residential projects.
- The contribution of access to a portion (25 feet) of their property that maximizes the parking efficiency of the public parking lot.
- Activated space facing the public parking lot with commercial use(s) while preserving the residential character on St. Clair.
- The provision of indoor and outdoor bike storage facilities to encourage the use of nonmotorized transportation.
- The provision of a "green roof" that will help offset some of the stormwater impacts of a site that is fully developed.

The proposed PUD provides the City with an additional housing opportunity for Grosse Pointe families without children which represents 73% of the families in Grosse Pointe. This in turn could make some of the City's single-family homes available to families with children looking to locate in Grosse Pointe. The project significantly advances the goals and objectives of the City's recently adopted Master Plan and the Main Street Grosse Pointe Action Plan. Both plans call for additional residential uses in the Village that will contribute to the vitality of the Village providing an economic and social benefit to all residents of the community.

Mr. Jackson reviewed his report dated November 11, 2022, highlighting additional PUD considerations such as vehicular and pedestrian traffic routes and flows, intersections and the traffic study provided by the applicant; the shade study, location, size and site layout of the use, setbacks, low profile lighting along St. Clair, and applicant meetings with residents located nearby the development. The Community Impact Study provided by the applicant was reviewed and discussed. It was noted that a four-story building where the upper two floors will be set back, significantly reducing the overall massing of the building. The height of the building is between 54'-2" and 55'-2" with a 59' architectural feature located at the entrance on St. Clair and 31'-6" townhomes located on the south side of the project facing the cell tower and adjacent single-family home.

Parking requirements and proposed parking spaces for each apartment and commercial uses were discussed. It was noted that the ordinance requires 1.5 parking space for each apartment and 2 for each townhome resulting in a demand for 126 parking spaces; the applicant has provided 117 parking spaces for residential use. The proposed commercial space requires a minimum of 13 spaces, and the applicant has provided 19 spaces in front of the proposed commercial use. The applicant will need to provide additional parking for the proposed residential units by obtaining permits in the parking structure across the street or by combining some of the one-bedroom units into two-bedroom units to reduce the demand. In addition, the project will need one additional barrier-free parking space which we recommend they locate adjacent to their proposed commercial space. The applicant could make up the additional spaces by reducing the green space at the entrance to the project or obtain additional parking permits from the City.

Mr. Jackson reviewed the site plan and discussed details noted in his report dated November 11, 2022. He further stated that any recommendation by the Planning Commission should be based on consideration of the ordinance standards noted in his report and subject to the following:

1. The conceptual site plan and building elevations dated November 11, 2022, the building design and materials dated October 27, 2011;
2. Approval of commercial space not to exceed 4,000 square feet;
3. Reduction of minimum unit sizes for three 1-Bdroom units to 560 square feet, or the elimination/combination of these units to eliminate the need for this consideration;
4. Approval for a fourth floor subject to the upper story setbacks indicated in the conceptual building plans;
5. Reduced rear yard setback of 12'-7" on the first and second floors and 20'-7" on the third and fourth floors;
6. Reduced front yard of 12' along St. Clair;
7. Mutually acceptable method for providing sufficient residential parking;
8. Review and approval of a final site plan including the outstanding items listed above including detailed landscape plans and lighting details;
9. Final engineering plans to be reviewed and approved by the City Engineer; and,
10. Negotiation and execution of the PUD agreement and all required easements.
11. Commercial and residential loading areas shall be designated on the final site plan as described above.

Michael Bailey, applicant and developer, discussed the proposal to build up to 81 multi-family residential units and up to 4,000 square feet of commercial space on the 1.9-acre plot, which includes on-site surface parking. Mr. Bailey discussed his history in the community and provided details about the purchase of the property from Sunrise and the proposed project development including easement access for cell tower access.



Michael Corby of Integrated Architecture and architect for the development, reviewed conceptual materials of the building, exterior renderings and elevations, on-site parking site plan, shadow studies, landscape requirements, trash and recycling components, and mechanical equipment screening. He reviewed the Community Impact Study submitted as part of the application.

Mayor Tomkowiak opened the public comment portion of the public hearing. It was noted that four written comments were received and made part of the public record. She asked for comments from those persons present and the following comments were made:

Ms. Furnari, 579 Neff, asked if there was a study to determine if the project will have a negative impact on property values. More commercial space is not needed since there are already existing vacancies in the Village.

Terri Steimer, 848 Neff, stated there are no other four-story buildings in the area and the project will not be consistent with the neighborhood. She asked how long the four-story option has been part of the ordinance.

Delores Steimer, 569 Neff, a four-story building in the area is not normal and does not fit into the neighborhood. She feels it will affect property values and residents will move away. The building should be less than 3 stories.

Steve Cavera, 439 St. Clair, feels the location is wrong and is not in favor of the project. He asked how Council Members would feel if it was located next to their homes; would you still be in favor of the project? He feels the traffic study does not accurately portray the amount of traffic the project will generate for the area.

A resident from St. Clair asked about the size of parking spaces and the height of the proposed building.

Brian Sullivan, 1019 Anita, Grosse Pointe Woods, supports the project and is enthused to see something happening on St. Clair.

Kurt Shuck, 577 St. Clair, stated he wants to stay in the area and being in walking distance to the Village is a positive thing. The project offers options to people who no longer want to maintain a larger home.

Brian Satterfield, 591 St. Clair, stated he feels that too many units are proposed which will create a lot of people coming into the space and using the street. He asked about the impact of deliveries, the impact on the water and sewer system, and what accommodations will be made for the neighbors during construction.

John Deboer, 553 Washington, stated that change is sometimes difficult, but feels the project will be good for the community as a whole and is in favor of the project.

Hearing no further comments, public comment was declared closed.

City Manager Dame provided a background summary of the previous PUD application, owner and proposed development. It was noted that the property's future land use was examined in detail during the 2012 Master Plan process. Following that approved future land use evaluation, the zoning for the then vacant property was changed to Transitional, which allows for multifamily buildings or a hotel of up to four stories. It was also noted that Main Street Grosse Pointe supports the proposed development project.

Mayor Tomkowiak indicated that the Planning Commission will now discuss, deliberate and consider the application of MTB Partners LLC for a Planned Unit Development designation and site plan approval. Planning Commission discussion took place regarding the proposed unit sizes, on-site traffic circulation along the Neff side of the project, size of parking spaces, height of the building with upper floor setbacks, proposed rental rates, delivery plan for the development, traffic impact study, limited commercial use on the first floor and the parking lot design. Planning Commission consensus was that the proposed development is an investment in the City

that is consistent with the Master Plan. The proposed development will create vitality for the City of Grosse Pointe and bring vibrancy to the area by offering a variety of housing and commercial options. It is a positive investment in the future of the City and The Village.

It was noted that a decision regarding the Planned Unit Development and Agreement is anticipated at the December City Council meeting, after consideration of comments expressed at the public hearing.

#### PUBLIC COMMENT

Debbie Brady, 586 Neff, expressed appreciation to the City Clerk for her work at the recent election. She also stated that the holiday decorations in The Village look great.

Kurt Shuck, 577 St. Clair, suggested a car share option for parking spaces at the proposed PUD development.

#### STAFF REPORTS

Public Service Director Randazzo reported on leaf collection and reminded residents to only rake leaves into the street the night prior to their scheduled collection day. Main Street Director Willcock reported on the upcoming Village Tree Lighting Ceremony and the planned holiday activities in The Village. Public Safety Director Alcorn reported on training at the Public Safety building. City Clerk Arthurs thanked election workers and other City staff members for their work and assistance in conducting the November 2022 election.

#### COUNCIL COMMENT

The City Council commented on the following topics:

- There was a good turnout for the Planned Unit Development public hearing and it is good that residents are engaged in their community.
- Council is looking forward to holiday events in The Village and including the upcoming tree lighting sponsored by the City of Grosse Pointe Foundation.
- Shop The Village on Small Business Saturday.
- Appreciation was expressed to the City Clerk and staff for a well-run election.

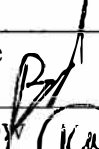

On Motion, the meeting was adjourned at 8:43 p.m.

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Julie E. Arthurs, City Clerk  
City of Grosse Pointe



***Council Meeting***  
***December 19, 2022***

<b>TITLE:</b> Approval of Invoices – Confirming	<b>DATE:</b> December 19, 2022
<p><b>SUMMARY:</b> The following invoices are submitted for review:</p> <ul style="list-style-type: none"> <li>a) <u>Great Lakes Water Authority</u> <ul style="list-style-type: none"> <li>- Sewage, November 2022, \$75,000.00</li> </ul> </li> <li>b) <u>Grosso Trucking &amp; Supply Co.</u> <ul style="list-style-type: none"> <li>- Trucking leaves out, November 2022, \$5,390.00</li> <li>- Trucking leaves out, November 2022, \$5,005.00</li> </ul> </li> <li>c) <u>Anderson, Eckstein &amp; Westrick, Inc.</u> <ul style="list-style-type: none"> <li>- Neff Rd Resurfacing, October 2022, \$7,058.63</li> <li>- Storm Sewer Clean &amp; TV, November 2022, \$20,944.33</li> <li>- Parking Lot 4 Reconstruction, November 2022, \$12,390.93</li> </ul> </li> <li>d) <u>Grosse Pointe-Clinton Refuse</u> <ul style="list-style-type: none"> <li>- Refuse Disposal, October-November 2022, \$13,552.93</li> </ul> </li> <li>e) <u>Michigan Municipal League</u> <ul style="list-style-type: none"> <li>- Workers Compensation, Installment #3, \$27,437.00</li> </ul> </li> <li>f) <u>Fildew Hinks</u> <ul style="list-style-type: none"> <li>- Legal Services, October 2022, \$5,874.05</li> </ul> </li> <li>g) <u>Art Tucker Inc.</u> <ul style="list-style-type: none"> <li>- Water Service Replacements, November 2022, \$23,236.00</li> </ul> </li> <li>h) <u>City of Grosse Pointe Park</u> <ul style="list-style-type: none"> <li>- Dispatch Services, July 1, 2022 through September 30, 2022, \$29,152.92</li> </ul> </li> <li>i) <u>Detroit Salt Company</u> <ul style="list-style-type: none"> <li>- Rock Salt, December 2022, \$5,595.15</li> </ul> </li> </ul>	
<b>FINANCIAL IMPACT:</b> \$230,636.94	
<b>RECOMMENDATION:</b> 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.	
<b>REVIEWED BY:</b> Peter Dame 	<b>TITLE:</b> City Manager
<b>PREPARED BY:</b> Kim Kleinoy 	<b>TITLE:</b> Finance Director/Treasurer



**SEWER INVOICE**

Account Name	GROSSE POINTE
Account Number	200-0631-S
Billing Date	12/01/2022
Due Date	01/17/2023

www.glwater.org

Billing Inquiries: (313) 965-9775

CITY OF GROSSE POINTE  
 ACCOUNTS PAYABLE  
 17147 MAUMEE AVE  
 GROSSE POINTE, MI 48230

**REMIT TO:**  
 Great Lakes Water Authority  
 Attn: Treasury  
 P.O. Box 441370  
 Detroit, MI 48244-1370

PREVIOUS BALANCE	\$75,000.00
ADJUSTMENTS AND PAYMENTS APPLIED	\$(75,000.00)
<b>PREVIOUS AMOUNT DUE</b>	<b>\$0.00</b>
<b>CURRENT CHARGES</b> 11/01/2022 - 11/30/2022	
SEWAGE MONTHLY FIXED CHARGE	\$75,000.00
<b>TOTAL DUE</b>	<b>\$75,000.00</b>

*(Handwritten initials)*

*592-557-924*

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Account Name	Account Number	Due Date	Amount Due
GROSSE POINTE	200-0631-S	01/17/2023	\$75,000.00

ACCOUNTS PAYABLE  
 17147 MAUMEE AVE  
 GROSSE POINTE, MI 48230

**AMOUNT REMITTED** \$

You may access your meter data at the GDRSS Portal  
 gdrss.glwater.org

Obtain a user login by calling (313) 267-1474 or by email at  
 gdrss@glwater.org

**REMIT TO: Great Lakes Water Authority**  
**Attn: Treasury**  
**P.O. Box 441370**  
**Detroit, MI 48244-1370**

# Grosso Trucking & Supply Co.

10015 Marine City Hwy.

Fair Haven, MI 48023

586-725-2935 Fax: 586-725-4153

# INVOICE

DATE	NUMBER
November 9, 2022	8283
TERMS: 30 DAYS	

**BILL TO:**

CITY OF GROSSE POINTE  
17147 MAUMEE AVE.  
GROSSE POINTE CITY MI 48230

*226-528-805*

JOB  
SITE:

DATE	TICKET NUMBER	DESCRIPTION	QUANTITY	RATE	AMOUNT
11/2/2022	98220	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/2/2022	98221	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/2/2022	98222	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/2/2022	98223	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/2/2022	98309	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/2/2022	98310	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/2/2022	98311	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/2/2022	98312	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/2/2022	98313	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/3/2022	97951	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/3/2022	97952	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/3/2022	98224	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/3/2022	98225	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/3/2022	98226	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00

*Note: Solid Waste  
Compost*

*Y. W. W. W. W. W.  
12/7/22*

SUB TOTAL \$5,390.00

TAX \$0.00

**TOTAL DUE \$5,390.00**

# Grosso Trucking & Supply Co.

10015 Marine City Hwy.

Fair Haven, MI 48023

586-725-2935 Fax: 586-725-4153

# INVOICE

DATE	NUMBER
November 22, 2022	8374
<b>TERMS: 30 DAYS</b>	

**BILL TO:**

CITY OF GROSSE POINTE  
17147 MAUMEE AVE.  
GROSSE POINTE CITY MI 48230

*226-528-805*

**JOB  
SITE:**

DATE	TICKET NUMBER	DESCRIPTION	QUANTITY	RATE	AMOUNT
11/14/2022	98614	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/14/2022	98615	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/14/2022	98616	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/14/2022	98617	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/15/2022	98618	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/15/2022	98619	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/16/2022	98624	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/14/2022	98772	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/14/2022	98773	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/14/2022	98774	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/14/2022	98775	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/15/2022	98777	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
11/14/2022	99005	TRUCKING LEAVES OUT	70.00 YARDS	\$5.50	\$385.00
				SUB TOTAL	\$5,005.00
				TAX	\$0.00
				<b>TOTAL DUE</b>	<b>\$5,005.00</b>

*K. J. V. [Signature]*  
12/1/22



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

**INVOICE**

November 14, 2022  
 Project No: 0155-0254-0  
 Invoice No: 0140852

CITY OF GROSSE POINTE  
 ATTN: PETE RANDAZZO  
 17147 MAUMEE  
 GROSSE POINTE, MI 48230

Project 0155-0254-0  
 FOR: ENGINEERING DESIGN

NEFF RD RESURFACING-ST PAUL - CHARLEVOIX

Professional Services from September 26, 2022 to October 23, 2022

**Fee**

Construction Cost	928,767.00
Fee Percentage	7.60
Total Fee	70,586.29

Percent Complete	10.00	Total Earned	7,058.63
		Previous Fee Billing	0.00
		Current Fee Billing	7,058.63
		<b>Total Fee</b>	<b>7,058.63</b>

**Total this Invoice \$7,058.63**

204-440-970.316

*Pete Randazzo*



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

**INVOICE**

November 29, 2022  
 Project No: 0155-0246-0  
 Invoice No: 0140924

CITY OF GROSSE POINTE  
 ATTN: PETE RANDAZZO  
 17147 MAUMEE  
 GROSSE POINTE, MI 48230

Project 0155-0246-0 STORM SEWER CLEAN & TV - MACK TO WATEROO

**Professional Services from October 24, 2022 to November 20, 2022**

**Professional Personnel**

	Hours	Rate	Amount
<b>CONTRACT ADMINISTRATION</b>			
<b>GRADUATE ENG/SUR/ARC</b>			
MARCUS, PATRICK	2.00	97.13	194.26
Download submittal #1 and set up review spreadsheet			
MARCUS, PATRICK	1.50	97.13	145.70
Summarize submittal 1 review. Create and send rehab list to GIS for map creation			
<b>ENGINEERING AIDE III</b>			
ANKAWI, MICHELLE	1.00	80.65	80.65
Review IDR's, make revisions, create new Draft estimate, Generate Estimate, Create Cover Letter and send through DocuSign			
ANKAWI, MICHELLE	.50	80.65	40.33
Create Draft estimate			
MILLER, THOMAS	.50	80.65	40.33
Review IDRs and track progress			
MILLER, THOMAS	.40	80.65	32.26
Upload data and print reports			
MILLER, THOMAS	.80	80.65	64.52
Upload data, print, review reports, and track progress.			
MILLER, THOMAS	1.00	80.65	80.65
Review IDRs and track progress			
WEST, GREGORY	.50	80.65	40.33
file audit			
<b>ENGINEERING AIDE I</b>			
HARRINGTON, MICHELLE	.20	65.35	13.07
Run draft estimate, deliver to PM			
<b>CONSTRUCTION OBSERVATION</b>			
<b>GRADUATE ENG/SUR/ARC</b>			
WILSON, HOLLY	2.00	97.13	194.26
Contractor Did Not Show			
WILSON, HOLLY	60.00	97.13	5,827.80
Storm Sewer CCTV			
WILSON, HOLLY	14.00	97.13	1,359.82
Storm Sewer Cleaning and CCTV			
<b>ENGINEERING AIDE III</b>			
SELBY, PATRICK	78.00	80.65	6,290.70
Construction Observation of Doerich, Clean and CCTV Project			



Project	0155-0246-0	STORM SEWER CLEAN & TV - MACK TO WATEROO	Invoice	0140924
---------	-------------	--	---------	---------

<b>ENGINEERING PLAN REVIEW</b>				
<b>GRADUATE ENG/SUR/ARC</b>				
MILLER, JEFFREY	5.00	97.13	485.65	
QA/QC of CCTV AB Updates				
<b>GIS UPDATES</b>				
<b>ENGINEERING AIDE III</b>				
DOURJALIAN, ANDREW	27.30	80.65	2,201.75	
GIS AB Updates				
DOURJALIAN, ANDREW	2.00	80.65	161.30	
Updated Maps with Recommendations				
<b>CCTV REVIEW</b>				
<b>GRADUATE ENG/SUR/ARC</b>				
MARCUS, PATRICK	33.00	97.13	3,205.29	
Sewer Review				
MARCUS, PATRICK	4.50	97.13	437.09	
Sewer Review and issue submittal 1 punchist to contractor and send submittal 1 rehab totals to Steve Pangori				
<b>TEAM LEADER</b>				
VARICALLI, FRANK	.50	97.13	48.57	
review cctv video & reports				
Totals	234.70		20,944.33	
<b>Total Labor</b>				<b>20,944.33</b>
			<b>Total this Invoice</b>	<b>\$20,944.33</b>

**Outstanding Invoices**

Number	Date	Balance
0140264	10/17/2022	7,086.73
0140647	11/4/2022	15,934.07
<b>Total</b>		<b>23,020.80</b>



592-557-820



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

**INVOICE**

November 29, 2022  
 Project No: 0155-0229-0  
 Invoice No: 0140920

CITY OF GROSSE POINTE  
 ATTN: PETE RANDAZZO  
 17147 MAUMEE  
 GROSSE POINTE, MI 48230

Project 0155-0229-0 PARKING LOT 4 RECONSTRUCTION

**Professional Services from October 24, 2022 to November 20, 2022**  
**Professional Personnel**

	Hours	Rate	Amount
SECRETARIAL			
SECRETARIAL			
DUBAY, GAIL	.70	39.45	27.62
Spec Book Changes-Dean Martindale			
CONSTRUCTION PLAN DRAFT			
TEAM LEADER			
ALLEGOET, JEFFREY	.20	97.13	19.43
plan update			
ENGINEERING AIDE III			
RICKARD, EMILY	3.00	80.65	241.95
CONSTRUCTION PLANS			
CONSTRUCTION PLAN DESIGN			
PRINCIPAL ENGINEER			
PANGORI, STEPHEN	.50	131.28	65.64
coordination meeting w/ Architect			
PANGORI, STEPHEN	.50	131.28	65.64
rendering request, discuss w/ Nicol			
GRADUATE ENG/SUR/ARC			
MARTINDALE, DEAN	21.10	97.13	2,049.44
Revisions to Bid Plans			
CONTRACT ADMINISTRATION			
GRADUATE ENG/SUR/ARC			
MARTINDALE, DEAN	3.00	97.13	291.39
Legal descriptions for exhibits			
ENGINEERING PLAN REVIEW			
SENIOR PROJECT ENGINEER			
WEHBE, NADER	7.00	131.28	918.96
Internal Plan and Specs review and markups.			
WEHBE, NADER	1.00	131.28	131.28
internal plan review			
DESIGN DEVELOPMENT			
GRADUATE ENG/SUR/ARC			
DUTCHER, NICOLE	8.00	97.13	777.04
Render: Landscape, roads, plants			
DUTCHER, NICOLE	4.00	97.13	388.52
Render: Roads, parking lot			

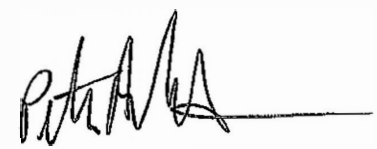
Please include the project number and invoice number on your check.

DUTCHER, NICOLE	5.00	97.13	485.65	
Render:Entry sign, EV, parking signs				
DUTCHER, NICOLE	3.00	97.13	291.39	
Combine photo with render, keynotes, and revisions				
DUTCHER, NICOLE	4.50	97.13	437.09	
Render, time travel for photo, combine photo with render				
DUTCHER, NICOLE	9.70	97.13	942.16	
Render: Parking signs, material selection, sidewalk ramp, lighting				
DUTCHER, NICOLE	2.00	97.13	194.26	
Sidewalk ramps and output				
DUTCHER, NICOLE	2.00	97.13	194.26	
Site revisions to render, solar crosswalk sign, plants, paystations				
<b>CONSTRUCTION DOCUMENTS</b>				
GRADUATE ENG/SUR/ARC				
DUTCHER, NICOLE	3.00	97.13	291.39	
Entry sign revisions and coordination				
<b>STRUCTURAL</b>				
GRADUATE ENG/SUR/ARC				
ASKARI, ROSE	4.00	97.13	388.52	
Special provision update and drawings markups				
ASKARI, ROSE	4.00	97.13	388.52	
Special provision update				
ASKARI, ROSE	6.00	97.13	582.78	
Special provision update				
<b>SENIOR PROJECT ENGINEER</b>				
ZAUDEL, KEVIN	1.50	131.28	196.92	
Special provisions coordination, estimate				
ZAUDEL, KEVIN	1.50	131.28	196.92	
Plan coordination, special provisions				
ZAUDEL, KEVIN	1.00	131.28	131.28	
Special provisions coordination				
Totals	96.20		9,698.05	
<b>Total Labor</b>				<b>9,698.05</b>
<b>Reimbursable Expenses</b>				
REIMB. MISC. EXPENSE				
11/10/2022	RUSSELL DESIGN, INC.	Invoice# 2799	2,505.00	
<b>Total Reimbursables</b>			<b>2,505.00</b>	<b>2,692.88</b>
			<b>1.075 times</b>	
			<b>Total this Invoice</b>	<b>\$12,390.93</b>

**Outstanding Invoices**

Number	Date	Balance
0140221	10/13/2022	4,949.56
0140644	11/4/2022	11,473.69
<b>Total</b>		<b>16,423.25</b>

5385-546-970



# Grosse Pointes-Clinton Refuse Disposal

C/O Lynn Gustafson, CPA, PLLC  
 4454 Woodridge Court  
 Waterford, MI 48328

# INVOICE

Invoice Number: 9549  
 Invoice Date: Dec 1, 2022  
 Page: 1  
 Duplicate

Voice: (248) 895-6906  
 Fax:

**Bill To:**  
 City of Grosse Pointe  
 Accounts Payable  
 17147 Maumee Road  
 Grosse Pointe, MI 48230

**Ship to:**  
 City of Grosse Pointe  
 Accounts Payable  
 17147 Maumee Road  
 Grosse Pointe, MI 48230

Customer ID	Customer PO	Payment Terms	
gpcity		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		12/31/22

Quantity	Item	Description	Unit Price	Amount
79.19		SMDA Oct 1 -15 2022	33.90	2,684.54
		Fuel Surcharge		144.13
81.76		SMDA Oct 16-31 2022	33.90	2,771.66
		Fuel Surcharge		148.79
87.38		SMDA Nov 1 - 15 2022	33.90	2,962.18
		Fuel Surcharge		180.86
91.84		SMDA Nov 16-31 2022	33.90	3,113.38
		Fuel Surcharge		190.11
340.17		Waste Mgmt Variance Fee	0.99	336.77
340.17		Administrative Fee	3.00	1,020.51
				226-528-805
<b>Subtotal</b>				13,552.93
<b>Sales Tax</b>				
<b>Total Invoice Amount</b>				13,552.93
<b>Payment/Credit Applied</b>				
<b>TOTAL</b>				13,552.93

Check/Credit Memo No:

*Yell Vol. 11.6*  
*12/7/22*  
*226-528-805 - 805 - 1000000*



michigan municipal league

# MICHIGAN MUNICIPAL LEAGUE WORKERS' COMPENSATION FUND

1675 Green Road, Ann Arbor, MI 48105

## INVOICE

Grosse Pointe, City Of  
17147 Maumee Ave.  
Grosse Pointe, MI 48230

Invoice #: 6246206  
Policy #: 5000660-22  
Installment #: 3  
Invoice Date: 11/18/2022  
Due Date: 12/15/2022

POLICY#	DESCRIPTION	AMOUNT
5000660-22	Policy Premium 7/1/2022 to 7/1/2023	\$27,437.00
AMOUNT DUE:		\$27,437.00

### MAKE CHECK PAYABLE TO: MML Workers' Compensation Fund

PAYMENT MAILING ADDRESS

MML Workers' Compensation Fund  
PO BOX 712087  
CINCINNATI, OH 45271-2087

OR:

ACH PAYMENT OPTION

Bank: Key Bank, N.A.  
Routing #: 041001039  
Account #: 6000694481

For questions about remittance details, call Insurance Accounting at (734) 669-6373.  
For policy or invoice questions, call Underwriting at (248) 204-8530.

**\*\* YOUR NEXT INSTALLMENT WILL BE DUE ON:04/1/2023**

FOR PROPER CREDIT, PLEASE DETACH THIS STUB AND RETURN WITH YOUR PAYMENT



michigan municipal league

# MICHIGAN MUNICIPAL LEAGUE WORKERS' COMPENSATION FUND

Member Name:  
Grosse Pointe, City Of

Mail to:

MML Workers' Compensation Fund  
PO BOX 712087  
CINCINNATI, OH 45271-2087

Invoice #: 6246206  
Policy #: 5000660-22  
Installment #: 3  
Invoice Date: 11/18/2022  
Payment Due : 12/15/2022  
Amount Due: \$27,437.00

Payment Enclosed: \_\_\_\_\_

**FILDEW  
HINKS**

LAW OFFICES

FILDEW HINKS, PLLC  
26622 WOODWARD AVENUE  
SUITE 225  
ROYAL OAK, MI 48067-0976  
TEL (313) 961-9700  
(248) 837-1397  
FAX (248) 545-1839  
WWW.FILDEWHINKS.COM

City of Grosse Pointe  
17147 Maumee  
Grosse Pointe MI 48230

November 10, 2022  
File No. 3109M

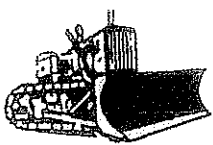
Attn: Mr. Peter J. Dame

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For professional services and disbursements through 10/31/2022  
as described on the attached summary.

3109-00002 Municipal Court	\$990.00
3109-00035 Auditor's Letter	\$198.00
3109-00088 verizon wireless (Airtouch)	\$33.00
3109-00142 Minutes 2012-Forward	\$82.50
3109-00262 Neighborhood Club	\$66.00
3109-00332 General	\$3,135.05
3109-00534 Hindelang vs City of Grosse Pointe	\$330.00
3109-00538 City Center Apartments	\$973.50
3109-00540 DISH Cell Tower Lease	\$66.00
	<u>\$5,874.05</u>

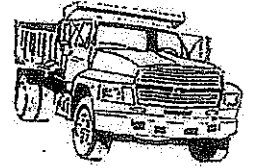
Remittance Copy



# ART TUCKER, INC. EXCAVATING

20505 Stephens - St. Clair Shores, Michigan 48080  
(586) 771-8721 • Fax (586) 771-2293

6896



## SEWERS - AUGERING - WATER LINES

CITY OF GROSSE POINTE  
17147 MAUMEE  
GROSSE POINTE, MI 48230

NOVEMBER 23, 2022

### JOB DESCRIPTIONS: WATER LEAK-MAUMEE WATER SERVICE REPLACEMENTS

- 11-18-22 BREAK OUT STREET. EXCAVATE DOWN. FOUND 1 1/2" LEAD WATER LINE LEAKING IN STREET. SET UP TO BORE 3 NEW 1" SERVICES. (MAUMEE)
- 11-21-22 WATER SERVICE REPLACEMENT. EXCAVATE AT WATER MAIN. TERMINATE 1 1/2" WATER SERVICE. MAKE TWO 1" TAPS ON 10" WATER MAIN. BORE FROM WATER MAIN INTO BASEMENTS OF 17431 & 17441 MAUMEE. INSTALL TWO 1" CURB STOPS MAKING NECESSARY CONNECTIONS AT CURB STOP AND MAIN. BACKFILL WITH 21-AA CRUSHED CONCRETE. SPOILS HAULED OUT.
- 11-22-22 WATER SERVICE REPLACEMENT. EXCAVATE AT WATER MAIN. MAKE ONE 1" TAP. BORE FROM WATER MAIN INTO BASEMENT OF 17499 MAUMEE. EXCAVATE MAKING NECESSARY CONNECTIONS. BACKFILL. SPOILS HAULED OUT.

#### WATER LINES REPLACED:

- 1. 17449 MAUMEE---\$7,745.00
- 2. 17431 MAUMEE---\$7,745.00
- 3. 17441 MAUMEE---\$7,745.00

TOTAL AMOUNT DUE.....\$23,236.00

592-557-937:100  
970

# INVOICE

## City of Grosse Pointe Park

Department of Public Safety

15115 East Jefferson Avenue  
Grosse Pointe Park, MI 48230  
(313) 822-7400

INVOICE # 22-DISPATCH 2  
DATE: OCTOBER 3, 2022

TO Director John Alcorn  
City of Grosse Pointe  
17320 Mack Avenue  
Grosse Pointe, MI 48230

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
D/C James A. Bostock	Dispatch Service	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Dispatch Services - 7/1/22 - 9/30/22 Annual Contract - 90 days prorated (Incudes \$3000 prorated for yearly prisoner food payment)	\$323.92	\$ 29,152.92
SUBTOTAL			\$ 29,152.92
SALES TAX			
TOTAL			\$ 29,152.92

QA

301-813,100

Make all checks payable to: City of Grosse Pointe Park  
**THANK YOU FOR YOUR SUPPORT!**





12841 Sanders Street  
 Detroit, MI 48217  
 Phone No. 313-841-5144  
 Fax No. 313-841-0466  
 ar@detroitssalt.com

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

**Ship-to**  
 CITY OF GROSSE POINTE  
 17147 MAUMEE AVE  
 GROSSE POINTE, MI 48230

Invoice No. SI23-17733  
 Posting Date 12/06/22  
 Payment Terms NET 30  
 Due Date 01/05/23  
 P.O.  
 Customer No. MIGRO07

Ticket No.	Date	Order	Location	Product	Qty	Rate	Amount	Tax Amount	Total
833781	12/06/22	SO23-10794	007	ROCK SALT	51.69	\$53.45	\$2,762.83		\$2,762.83
833786	12/06/22	SO23-10794	007	ROCK SALT	52.99	\$53.45	\$2,832.32		\$2,832.32
<b>Invoice Total</b>					<b>104.68</b>		<b>\$5,595.15</b>		<b>\$5,595.15</b>

**Total Invoice \$5,595.15**

202-440-784 2797.58  
 203-440-784 2797.57

*Kirk Vanopdenbosch*  
 12/8/22  
 #

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



**Council Meeting**  
**December 19, 2022**

<b>TITLE:</b> Appointment of Beautification Commission Members	<b>DATE:</b> December 6, 2022								
<p><b>SUMMARY:</b> Over the last year, several members of the Beautification Commission have resigned or moved out of the City, causing three vacancies on the Beautification Commission. The Mayor, with the consent of the City Council, shall make all appointments to the Commission. Two of the three new appointments were Beautification Award winners in 2022. Therefore, it is recommended that the following citizen members be appointed to the Beautification Commission for a term expiring November 2025:</p> <p><u>Current Members</u></p> <table border="0"> <tr> <td>Susan Budrys – 816 Lincoln</td> <td>Susan Hartz – 750 University</td> </tr> <tr> <td>Regina Gersch – 676 University</td> <td>Jane Davies – 293 Roosevelt Pl</td> </tr> <tr> <td>Kathy Long – 33 Fisher Rd.</td> <td>Mary Scrace – 559 Lincoln</td> </tr> <tr> <td>Beth Harvener – 788 Notre Dame</td> <td>Leslie Wagner – 533 St. Clair</td> </tr> </table> <p><u>New Appointments (applications attached)</u></p> <p>Jennifer Coleman – 764 Washington          Kathryn Gregory – 600 Notre Dame          Jeffrey Swantek – 881 Washington</p> <p>Note: Maureen Juip is the City Council representative to the Beautification Commission.</p>		Susan Budrys – 816 Lincoln	Susan Hartz – 750 University	Regina Gersch – 676 University	Jane Davies – 293 Roosevelt Pl	Kathy Long – 33 Fisher Rd.	Mary Scrace – 559 Lincoln	Beth Harvener – 788 Notre Dame	Leslie Wagner – 533 St. Clair
Susan Budrys – 816 Lincoln	Susan Hartz – 750 University								
Regina Gersch – 676 University	Jane Davies – 293 Roosevelt Pl								
Kathy Long – 33 Fisher Rd.	Mary Scrace – 559 Lincoln								
Beth Harvener – 788 Notre Dame	Leslie Wagner – 533 St. Clair								
<b>FINANCIAL IMPACT:</b> None.									
<b>RECOMMENDATION:</b> Motion to accept the Mayor’s recommendation of Beautification Commission member appointments for a three-year term expiring on November 30, 2025.									
<b>REVIEWED BY:</b> Peter Dame 	<b>TITLE:</b> City Manager								
<b>PREPARED BY:</b> Julie E. Arthurs 	<b>TITLE:</b> City Clerk Staff Liaison for the Beautification Commission								

CITY OF GROSSE POINTE  
BOARD/COMMISSION MEMBER APPLICATION



Full Name Jennifer Coleman

Home Address 764 Washington Rd.

Home Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_

Cell Phone # 586 615 8979 Email Address duffie@icloud.com

Length of Residence in City of Grosse Pointe circa 2017

Name of Board/Commission you are interested in serving on and why Beautification Committee. Strong sense of community and upkeep of properties - interests in landscape design, flowers, planting

Educational Background - (include highest grade completed or degrees held) MA+ Education Retired Art teacher H.S./Secondary level

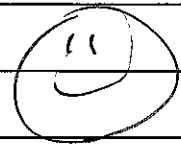
Employment Background - (include current or last place of employment & type of work performed) Retired. Taught 28 years

Relevant training or hobbies flowers-artist, worked @ Semeran Garden (now Brews in Eastpointe) and Birdlines

Are you able to attend meetings in: \_\_\_\_\_ Day \_\_\_\_\_ Evenings \_\_\_\_\_ Sat./Sun. anytime

Applicant comments would love to be a part of this and look forward to it

Jennifer Coleman  
Signature of Applicant

 Jenn  
Oct 7, 2022  
Date

CITY OF GROSSE POINTE  
BOARD/COMMISSION MEMBER APPLICATION



Full Name KATHRYN GREGORY

Home Address 600 NOTRE DAME

Home Phone #                      Work Phone #                     

Cell Phone # 313-530-0030 Email Address Kathryn.g600@gmail.com

Length of Residence in City of Grosse Pointe 7 YEARS GPPARK FOR 55 YEARS

Name of Board/Commission you are interested in serving on and why                     

BEAUTIFICATION

Educational Background – (include highest grade completed or degrees held)                     

BACHELOR - MSU

Employment Background – (include current or last place of employment & type of work performed)

POINTS SHELL (MACK + NEFF)

Relevant training or hobbies GARDENING

Are you able to attend meetings in:  Day  Evenings  Sat./Sun.

Applicant comments                     

KG

Signature of Applicant

10-30-22  
Date

CITY OF GROSSE POINTE  
BOARD/COMMISSION MEMBERSHIP APPLICATION



Full Name Jeffrey R. Swantek  
Home Address 881 Washington Rd.  
Home Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_  
Cell Phone # 313 623 7638 Email Address JR.Swantek@att.net  
Length of Residence in City of Grosse Pointe 8 years

Name of Board/Commission you are interested in serving on and why Beautification  
I take pride in where I live and wish  
to maintain and promote beautification  
in the city of Grosse Pointe

Educational Background -- (include highest grade completed or degrees held) \_\_\_\_\_  
Bachelor of Science - Nursing

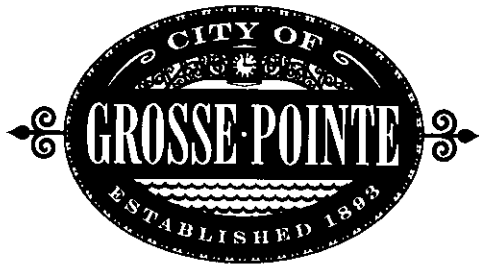
Employment Background -- (include current or last place of employment & type of work performed)  
Currently employed - Mary Ford Health,  
Home Health Care - Quality Improvement

Relevant training or hobbies Avid Gardener, interested  
in historic preservation.

Are you able to attend meetings in: limited Day  Evenings  Sat./Sun. \_\_\_\_\_

Applicant comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jeffrey Swantek \_\_\_\_\_ 10-23-07  
Signature of Applicant Date



***Council Meeting***  
***December 19, 2022***

<b>TITLE:</b> Resolution 2023 Council Meeting Dates	<b>DATE:</b> December 12, 2022															
<b>SUMMARY:</b> Following is a schedule of designated meeting dates for the calendar year 2023. Please review the dates and calendar attached. Modifications or corrections to the schedule can be made at the meeting.																
<b>FINANCIAL IMPACT:</b> None.																
<b>RECOMMENDATION:</b> Motion to adopt the 2023 Council meeting date resolution:  RESOLVED, that in accordance with Public Act 267 of 1976, public meetings of the City Council of the City of Grosse Pointe are held each month at 7:00 p.m. in the Council Chambers and the following schedule denotes regular meeting dates for 2023:  <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">January 23 (4<sup>th</sup> Mon.)</td> <td style="width: 33%;">May 1 (Budget Hearing)</td> <td style="width: 33%;">August 21</td> </tr> <tr> <td>February 27 (4<sup>th</sup> Mon.)</td> <td>May 8 (2<sup>nd</sup> Mon.)</td> <td>September 18</td> </tr> <tr> <td>March 20</td> <td>June 12 (2<sup>nd</sup> Mon.)</td> <td>October 16</td> </tr> <tr> <td>April 17</td> <td>July 10 (2<sup>nd</sup> Mon.)</td> <td>November 20</td> </tr> <tr> <td></td> <td></td> <td>December 18</td> </tr> </table>		January 23 (4 <sup>th</sup> Mon.)	May 1 (Budget Hearing)	August 21	February 27 (4 <sup>th</sup> Mon.)	May 8 (2 <sup>nd</sup> Mon.)	September 18	March 20	June 12 (2 <sup>nd</sup> Mon.)	October 16	April 17	July 10 (2 <sup>nd</sup> Mon.)	November 20			December 18
January 23 (4 <sup>th</sup> Mon.)	May 1 (Budget Hearing)	August 21														
February 27 (4 <sup>th</sup> Mon.)	May 8 (2 <sup>nd</sup> Mon.)	September 18														
March 20	June 12 (2 <sup>nd</sup> Mon.)	October 16														
April 17	July 10 (2 <sup>nd</sup> Mon.)	November 20														
		December 18														
<b>REVIEWED BY:</b> Peter Dame <div style="text-align: right; margin-right: 20px;"> </div>	<b>TITLE:</b> City Manager															
<b>PREPARED BY:</b> Julie E. Arthurs <div style="text-align: right; margin-right: 20px;"> </div>	<b>TITLE:</b> City Clerk															







***Council Meeting***  
***December 19, 2022***

<p><b>TITLE:</b> Resolutions to Execute Wayne County Permits, Annual Maintenance, Annual Pavement Restoration, Special Events</p>	<p><b>DATE:</b> November 30, 2022</p>
<p><b>SUMMARY:</b> The proposed resolutions, if approved, will authorize the City of Grosse Pointe's Public Services Director to apply for Wayne County's 2023 calendar year right-of-way permits. These resolutions are annually required by Wayne County. The permits are the same as last year.</p>	
<p><b>FINANCIAL IMPACT:</b> None</p>	
<p><b>RECOMMENDATION:</b> Motion to approve the Wayne County Permit Resolutions.</p>	
<p><b>REVIEWED BY:</b> Pete Dame <i>PD</i></p>	<p><b>TITLE:</b> City Manager</p>
<p><b>PREPARED BY:</b> Pete Randazzo <i>PR</i></p>	<p><b>TITLE:</b> Public Service Director</p>



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

Resolution No. \_\_\_\_\_

At a Regular Meeting of the \_\_\_\_\_ City of Grosse Pointe Council \_\_\_\_\_ (Name of Community Governing Board) on \_\_\_\_\_ December 19, 2022 \_\_\_\_\_ (date), the following resolution was offered:

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

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

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

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

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

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

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

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

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

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

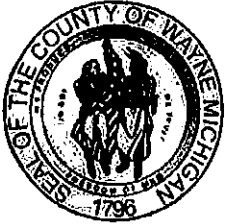
This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been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

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

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

Name	Title
Peter Randazzo	Public Service Director
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the \_\_\_\_\_ City of Grosse Pointe (name of Community), County of Wayne, Michigan, on \_\_\_\_\_ December 19, 2022.



*Warren C. Evans*  
*County Executive*

Page 1 of 3

November 30, 2022

City of Grosse Pointe  
17147 Maumee Ave  
Grosse Pointe, MI 48230-1534

**RE: A-23052**  
**2023 Annual Permit Package**  
**Wayne County Department of Public Services**  
**Engineering Division – Permit Office**

Attention: Peter Randazzo

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

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



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

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

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

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

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

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

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

[http://www.waynecounty.com/dps/construction\\_permits.htm](http://www.waynecounty.com/dps/construction_permits.htm)

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

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

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



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

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

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

**Respectfully Submitted,**

Randa Saghir  
Administration Management

C: file

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

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

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



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

PERMIT No  
**A-23052**  
 ISSUE DATE      EXPIRES  
 1/1/2023      12/31/2023  
 REVIEW No      WORK ORDER  
                          79633

PROJECT NAME  
**GROSSE POINTE - MAINTENANCE**

LOCATION  
**VARIOUS ROADS ( )**

CITY/TWP  
**GROSSE POINTE**

PERMIT HOLDER  
**CITY OF GROSSE POINTE**  
**17147 MAUMEE AVE**  
**GROSSE POINTE, MI 48230-1534**

CONTRACTOR

CONTACT  
**PETER A RANDAZZO**      (313) 417-1181

CONTACT  
 <BLANK>

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

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

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

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

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

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

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

FINANCIAL SUMMARY

PERMIT FEE	\$0.00
PLAN REVIEW FEE	\$0.00
PARK FEE	\$0.00
OTHER FEE	\$0.00
BOND	\$0.00
INSPECTION DEPOSIT	\$0.00
OTHER BOND	\$0.00
<b>TOTAL COSTS</b>	<b>\$0.00</b>

DEPOSITOR

LETTER OF CREDIT DEPOSITOR

TOTAL CHECK AMOUNT

**\$0.00**

CASHIER      DATE  
                          1/1/2023

APPROVED PLANS PREPARED BY

PLANS APPROVED BY	DATE PLANS APPROVED
	1/1/2023

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

[www.waynecounty.com/dps\\_engineering\\_cpoffice.htm](http://www.waynecounty.com/dps_engineering_cpoffice.htm)

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

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

**WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES**

PETER A RANDAZZO  
 PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>  
 CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY

DATE



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

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

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

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

Sanitary Sewers

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

Water Main and installation of 2" pipe

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

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

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

Dust Palliative Applications

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

Sidewalk

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

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

Street Sweeping

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

**Permit Conditions**

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



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

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

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

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

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

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

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

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

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

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

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





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

### Conditions & Limitations of Permits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

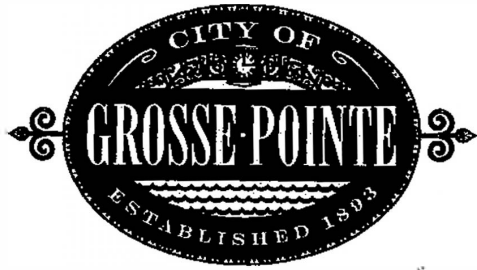
**Violation:** The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property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

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


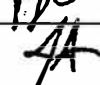
**Design:** The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the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

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

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



***Council Meeting  
December 19, 2022***

<b>TITLE:</b> Police Vehicle Purchase	<b>DATE:</b> December 13, 2022
<p><b>SUMMARY:</b> The City of Grosse Pointe Department of Public Safety is requesting the authorization to purchase one new police vehicle. The new vehicle, a 2022 Ford F150, will be assigned to the patrol division. The F150 will also serve as the lone truck in the fleet for use transporting barricades, bicycles, signs, fire equipment, etc. This new vehicle will replace a 2015 Ford Utility patrol vehicle. The price of \$45,499.00 was received from Gorno Ford, who was awarded the State of Michigan bid pricing contract and thereby satisfies the City's competitive bid requirements.</p>	
<p><b>FINANCIAL IMPACT:</b> This vehicle was budgeted in the 2022-23 fiscal year.</p>	
<p><b>RECOMMENDATION:</b> Motion to accept the pricing from Gorno Ford for the amount of \$45,499.00 under the State of Michigan joint purchasing program for one Ford F150.</p>	
<p><b>REVIEWED BY:</b> Peter Dame</p> 	<p><b>TITLE:</b> City Manager</p>
<p><b>PREPARED BY:</b> John Alcorn</p> 	<p><b>TITLE:</b> Director of Public Safety</p>

# GORNO FORD, INC

The Innovative Dealer to

Drive you into the Future

22025 Allen Road  
Woodhaven MI 48183  
734-676-2200 Fax 734-671-4375

**INVOICE**

INVOICE NO: T7780  
DATE: 12/03/22

<b>TO:</b> CITY FO GROSSE POINTE 17320 MACK AVE GROSSE POINTE, MI 48230	<b>SHIP TO:</b> ATTN:CHIEF JOHN ALCORN PH 313-886-3200 17320 MACK AVE.
--	---

Salesperson	P.O. #	Ship Date	Shipped Via	F.O.B. Point	Terms
EDDIE	CHIEF ALCORB				NET

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2022 FORD F150 RESPONDER-BLK STK NO T7780, VIN 1FTFW1P80NKE90204  STEP BOARDS, ENGINE IDLE SYSTEM, FLEET KEY, KEYLESS ENTRY, PRIVACY GLASS,		\$45,499.00

PLEASE MAKE ALL CHECKS PAYABLE TO: GORNO FORD  
IF YOU HAVE ANY QUESTIONS THIS INVOICE  
PLEASE CALL: EDDIE WILLIAMS @ 313-319-3431

X

THANK YOU FOR YOUR BUSINESS!!

*Eddie Williams*

	45,499.00
SUBTOTAL	
SALES TAX	N.A.
TITLE	
TOTAL DUE	\$45,499.00



Michigan Department of State Application for Title and Registration Statement of Vehicle Sale

Purchase Date 12/03/2022 Stock Number 77780 Delivery Date 12/03/2022

Dealer: <b>GORNO FORD</b> Street Address: <b>22025 ALLEN ROAD</b> City: <b>WOODHAVEN</b> County: <b>WAYNE</b> State: <b>MI</b> ZIP Code: <b>48183</b> Dealer License Number <b>A-00144</b> Sales Tax License Number <b>C38-13043.0</b> Phone Number _____	Plate Number: <b>TITLE ONLY</b> Plate Expiration Date: _____ Year: <b>2022</b> Make: <b>FORD</b> Body Style: <b>PU</b> County of Residence: <b>WAYNE</b> Vehicle Identification Number: <b>1FTFM1P80NKE90204</b> Base MSRP or Empty Weight: <b>45</b> License Plate Fee: <b>N/A</b> Driver License, PID, or FEIN Number of All Owners or Lessees: 1) _____ 2) _____ 3) _____ Complete Names and Address of All Owners or Lessees: <b>CITY OF GROSSE POINTE</b> <b>17147 MAUMEE AVE</b> <b>GROSSE POINTE MI 48230-1589</b> Complete Names and Address of All Lessees: _____ Michigan No-Fault Insurance Company: _____ Policy or Binder Number: _____
Vehicle Sold: <input checked="" type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Demo Trade-In <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Trade-In Year: _____ Trade-In Make: _____ Vehicle Identification Number (VIN): _____	Months: <input type="checkbox"/> Title Only <input type="checkbox"/> New Plate <input type="checkbox"/> Renewal <input type="checkbox"/> Transfer Title Fee: <b>15.00</b> Title Late Fee: \$15 (\$100 for B dealer floor planned vehicles) <b>N/A</b> Sales Tax: <b>N/A</b> Total - Transfer to Line 5: <b>15.00</b> Full Rights to Survivor: <input type="checkbox"/> Yes <input type="checkbox"/> No
Vehicle Registration to Transfer Plate Expires 15 Days After Delivery Date Plate Transferred From: Year _____ Make _____ Vehicle Identification Number (VIN): _____ Plate Number: _____	License Plate Fee: <b>N/A</b> Total - Transfer to Line 5: <b>15.00</b> Full Rights to Survivor: <input type="checkbox"/> Yes <input type="checkbox"/> No
Vehicle History and Title Brand Disclosure <input type="checkbox"/> Police Vehicle <input type="checkbox"/> Vehicle Has Been Flood Damaged <input type="checkbox"/> Municipal Vehicle <input type="checkbox"/> Salvage Title Was Previously Issued <input type="checkbox"/> Taxi	Lien Filing Date: <b>12/03/22</b> Lien Code ID: _____
Odometer Mileage Disclosure The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title or mileage statement. No Tenth: <input checked="" type="checkbox"/> Actual Mileage <input type="checkbox"/> Exempt <input type="checkbox"/> Not Actual Mileage	Secured Interest: _____ Street Address: _____ City, State, ZIP: _____
Remarks: <b>MUNICIPAL SALE</b> I have selected and agree to pay the OPTIONAL \$24 electronic filing fee _____ Customer Initials: _____	1. Purchase Price of Vehicle (including Freight & Accessories) ..... <b>45499.00</b> 2. Other Taxable Charges (Documentary, Service, Temp. Reg. Fees, etc.) ..... <b>N/A</b> 2a. Optional Electronic \$24 Filing Fee ..... <b>N/A</b> 3. Trade-In Sales Tax Credit ..... <b>45499.00</b> 4. Total Taxable Price (Line 1 + Line 2 + Line 2a - Line 3) ..... <b>15.00</b> 5. Sales Tax + Plate Fee + Title Fee (From Total Above) ..... <b>N/A</b> 6. Non-Taxable Charges (Labor, Service Contract, etc.) ..... <b>45499.00</b> 7. Total Delivered Price (Line 1 + Line 2 + Line 2a + Line 5 + Line 6) ..... <b>N/A</b> 8. Cash on Deposit ..... <b>N/A</b> 9. Cash Due on Delivery ..... <b>N/A</b> 10. Trade-In ..... \$ <b>N/A</b> 11. Minus Lien ..... \$ <b>N/A</b> 12. Total Down Payment ..... <b>45499.00</b> 13. Unpaid Balance To Be Financed ..... <b>N/A</b> 14. Insurance/Additional Product Charge* ..... _____ 15. Total Amount Of Finance Contract (Line 13 + Line 14) ..... <b>45499.00</b>
Recreation Passport? <input type="checkbox"/> Yes <input type="checkbox"/> No Purchaser or Lessee's Initials: _____ I certify this vehicle was delivered to the named purchaser or lessee on the delivery date indicated above, all information on this form is accurate and the vehicle is subject only to the secured interest listed on this form. I certify the dealership will apply for title and registration in the purchaser's name within 15 days of the delivery date, and that I have provided paper or electronic copies of all signed documents to the purchaser.	*Warning: This Insurance is not PL/PPD No-Fault Insurance required by Michigan law. <input type="checkbox"/> Credit Life Insurance <input type="checkbox"/> Health & Accident Insurance <input type="checkbox"/> Gap or Waiver <input type="checkbox"/> _____ 15-Day Temporary Registration Number (this number may be handwritten) _____ Printed Name of Salesperson: <b>WILLIAMS, BRUCE E</b>
Signature of Dealer's Agent: <b>[Signature]</b> Title: <b>AGENT</b> Printed Name of Dealer's Agent: _____ Title: _____	

**Purchaser Warning: Do Not Sign a Blank Form**  
 I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if the lessee, applying for a registration. I certify that my driver's license is not suspended, revoked, or denied as a repeat offender and I am eligible to purchase or register this vehicle. I further certify that if a tax exemption is shown above it is valid.

Purchaser or Lessor's Signature \_\_\_\_\_ Date 12/03/2022  Co-Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Lessee's Signature \_\_\_\_\_ Date \_\_\_\_\_  Co-Lessee's Signature \_\_\_\_\_ Date \_\_\_\_\_

**LAW<sup>®</sup> ODOM-103-N**

CITY OF GROSSE POINTE

77780

CUSTOMER'S NAME

STOCK NO.

**ODOMETER DISCLOSURE STATEMENT**

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, GORDON FORD (transferor's name, Print)

state that the odometer now reads 000000 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
  - (2) I hereby certify that the odometer reading is NOT the actual mileage.
- WARNING - ODOMETER DISCREPANCY.**

MAKE	MODEL	BODY TYPE
FORD	FORD PICKUP	PICKUP
VEHICLE IDENTIFICATION NUMBER		YEAR
1FTEN1HC0E000000000		2002

TRANSFEROR'S SIGNATURE

GORDON FORD  
PRINTED NAME

7025 ALLEN ROAD  
TRANSFEROR'S ADDRESS (STREET)

GROSSE POINTE CITY STATE MI ZIP CODE 48230

03 DEC 2002  
DATE OF STATEMENT

TRANSFEREE'S SIGNATURE

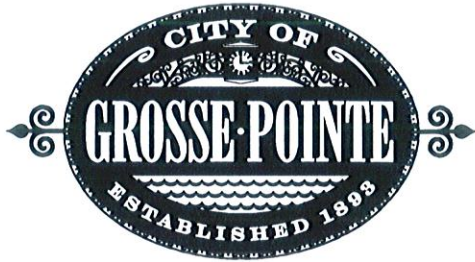
CITY OF GROSSE POINTE  
PRINTED NAME

CITY OF GROSSE POINTE  
TRANSFEREE'S NAME

17147 MAIN ST  
TRANSFEREE'S ADDRESS (STREET)

GROSSE POINTE, MI 48230-1000  
CITY STATE ZIP CODE





**Planning Commission**  
***December 19, 2022***

<b>TITLE:</b> Public Hearing – Special Use Request 908 St. Clair, Group Child Care Home	<b>DATE:</b> December 19, 2022
<p><b>SUMMARY:</b> A public hearing has been set to consider the special use application for a group child care home at 908 St. Clair. The hearing was requested by Christina DelPizzo, owner of Little Seedlings Childcare. Little Seedlings Childcare has several similar group home locations including in Beverly Hills, Bloomfield, Canton, and Livonia.</p> <p>There is no specific provision regulating group child care homes in City ordinance. In such a case, state law provides for child care group homes of up to 12 children to be given consideration as a special use in residential neighborhoods. Please see attached notice of public hearing and application detailing specifics of the proposed project. A group child care home is also regulated by the building code to meet specific access requirements. It is also regulated by the state of Michigan, requiring certified child care providers to provide the care, at least one of which will live in the home. The child care home will not house children overnight. At the request of the City, Christina DelPizzo did meet with and distribute information to the surrounding neighbors in advance of this hearing.</p> <p>A report with recommendations from the City Planner is attached for your review. The City Planner and Christina DelPizzo will be available to answer any questions.</p>	
<b>FINANCIAL IMPACT:</b> None.	
<b>RECOMMENDATION:</b> After consideration of any public comments received during the public hearing, the City Planner recommends approval of a special use for a group child care home at 908 St. Clair with the conditions stated and as may also be determined by the Planning Commission.	
<b>REVIEWED BY:</b> Peter Dame	<b>TITLE:</b> City Manager
<b>PREPARED BY:</b> John Jackson	<b>TITLE:</b> City Planner



December 14, 2022

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

**Subject:** 908 Saint Clair Avenue Special Land Use Review  
**Zoning:** R-1B, Single Family Residential District  
**Applicant:** Christina Del Pizzo – Little Seedlings Childcare

Dear Planning Commission,

## PROJECT SUMMARY

The City has received an application by Christina Del Pizzo of Little Seedlings Childcare for the establishment of a group childcare home at 908 St. Clair Avenue. The existing home is located just south of Mack Avenue and is zoned R-1B, Single Family Residential. The location of the proposed use is shown on the image below.

Group childcare homes are defined as:

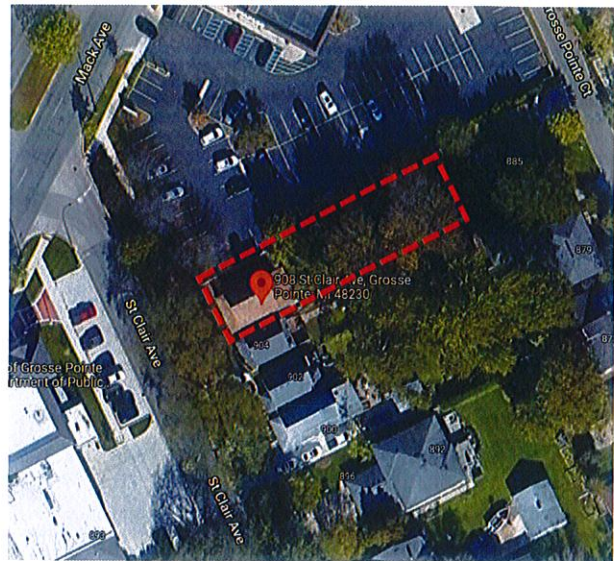
*“A private home in which more than 6 but not more than 12 minor children are given care and supervision for periods of less than 24 hours a day unattended by a parent or legal guardian, except children related to an adult member of the household. Group child care home includes a home in which care is given to an unrelated minor child for more than 4 weeks during a calendar year. Group child care home includes a private home with increased capacity.”*

The State of Michigan allows cities to review group childcare homes as a special use or conditional use, according to established standards. The State provides specific standards regulating these uses.

## SPECIAL LAND USE REVIEW

We have reviewed the proposed development in accordance with the standards from Section 90-75, Special Land Use Review, which form the basis for decisions involving special land uses. The requirements for approval are as follows:

1. *In location, size and intensity of the principal and/or accessory operation, be compatible with adjacent uses and zoning of land.*



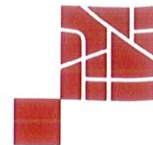
### HEADQUARTERS

235 East Main Street  
Suite 105  
Northville, Michigan 48167

O 248.596.0920  
F 248.596.0930  
MCKA.COM

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The site is adjacent to the Mack Avenue commercial corridor to the north and a residential neighborhood to the south. Mack Avenue is primarily zoned C-1, Local Business District, where commercial childcare centers are considered special land uses. Given the home will continue to function as a single-family use, in addition to the childcare use, we find the placement of the operation compatible with adjacent uses and zones.

2. *Be consistent with and promote the intent and purpose of this ordinance.*

The intent of the R-1B District is to maintain single-family uses and prohibit uses of land that would interfere with the development and maintenance of existing residences or increase costs for public services. In addition to the site continuing as a single-family home, the proposed childcare center would not interfere with the existing residential character of the neighborhood, nor would it increase costs of public services in excess of that which would be required if the land were to continue as solely single-family. Therefore, continued use of the site as a single-family home in addition to providing much needed childcare is consistent with the zoning ordinance.

3. *Be compatible with the natural environment and conserve natural resources and energy.*

The addition of a group childcare home use on this property would produce no significant impacts on the natural environment, nor any significant change in the consumption of natural resources and energy.

4. *Be consistent with existing and future capabilities of public service and facilities affected by the proposed use.*

This item is addressed above, under Item 2; we find the proposed use will not substantially increase the need for public services.

5. *Protect the 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 a whole.*

The proposed use and increased capacity of the single-family home should not have an adverse effect on public health, safety, or welfare. In general, the provision of childcare services in the city would be a benefit to residents.

6. *Promote the use of land in a socially and economically desirable manner.*

We do not anticipate changes in the desirability of the subject property because of the proposed changes. In that the city is characterized as family-oriented, having quality, state-licensed group childcare homes for use by residents is socially desirable. Immediately adjacent residential and commercial properties are not anticipated to benefit substantially from the proposed use, although they are not anticipated to be harmed by such a use either.

7. *Not conflict with convenient, safe and normal neighborhood vehicular and pedestrian traffic routes, flows, intersections and general character and intensity of neighborhood development.*

While the character and intensity of development in the neighborhood is expected to be preserved, the additional daily influx of vehicles to the site during peak travel times could produce minor conflicts. The side of





the street the house is on does not permit on-street parking at any time, therefore, caregivers dropping of their children would have to use the driveway or park further to the south on the opposite side of the street. The applicant proposes a staggered drop-off schedule, exclusively at the end of the driveway, which would alleviate this concern.

8. *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.*

The current design of the home will not be altered. Changes will be limited to minor site enhancements to ensure safety and accessibility. The additional use should not affect the value of the adjacent land and buildings.

9. *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 location of the proposed use, just south of Mack Avenue and north of residential districts, makes for convenient access to patrons. As a primarily residential use in a single-family structure, the existing and proposed uses are in harmony with the adjacent neighborhood as well as the adjacent commercial district.

10. *In the location, size, intensity, and site layout be such that operations will not be objectional to nearby dwellings, by reason of noise, fumes, glare or flash of light.*

The proposed use changes should not affect nearby dwellings in a meaningful capacity. While having up to 12 children on site could produce additional noise, this would be restricted to normal business hours. Further, the proximity to Mack Avenue likely elevates the baseline noise threshold of the closest residences.

### **SPECIAL LAND USE REVIEW FOR GROUP CHILDCARE HOMES**

We have also reviewed the proposed development in accordance with the standards from Act 116 of 1973, Child Care Licensing Act, which form the basis for decisions involving group childcare home uses, as it relates to zoning and use of property, specifically. This is in addition to all state requirements the licensee must abide by to successfully maintain licensure. The requirements are as follows:

1. *The operator of a group childcare home or family childcare home shall conspicuously post on the premises a notice that specifies that smoking on the premises is prohibited during the hours of operation of the group childcare home.*

This standard can be met. The applicant must include a statement establishing this standard will be met.

2. *A childcare home shall provide not less than 35 square feet per child of safe, usable, accessible indoor floor space, not including bathrooms and storage areas.*



This standard can be met. With an anticipated maximum of 12 children, 420 square feet of indoor space must be provided. The home has an estimated footprint of over 1,000 square feet – a floorplan detailing the location and dimension of spaces to be occupied by children should be provided for the City's records.

3. *The [outside] play area size must be...not less than 600 square feet for a group childcare home.*

Based on information from Wayne County GIS, the City's BS&A records, there is well over 600 feet of outdoor play area. A sketch plan showing the dimensions of the outdoor play area should be provided.

4. *Has appropriate fencing for the safety of the children in the group child care home as determined by the local unit of government.*

The location of the fencing should be shown on the sketch plan and should include a privacy fence on all sides and a secured gate at the utility access along the property line adjacent to the commercial parking lot.

5. *Is located not closer than 1,500 feet to another licensed group child care home.*

To our knowledge, there are no other licensed child care homes within 1,500 feet of this address.

## RECOMMENDATION

We find that the proposed group childcare home will not significantly impact the character, value, or development of adjacent properties nor detract from the health, safety, or welfare of the community. As noted in this review, the proposed use satisfies the special land use requirements of Section 90-75 of the Zoning Ordinance and the State of Michigan requirements specifically for group childcare homes, as established in Act 116 of 1973.

Based on our findings, we recommend approval of the special use permit to allow the establishment of a group childcare home operation at 908 St. Clair Avenue, as proposed by Little Seedlings Childcare subject to the provision of the following information:

1. The applicant will provide a staggered drop-off schedule, exclusively at the end of the driveway.
2. A sketch plan showing the required outdoor play area and appropriate fencing including a privacy fence on all sides and a secured gate at the utility access along the property line adjacent to the commercial parking lot.
3. A floor plan showing the required areas to be occupied by children.

Please do not hesitate to contact us with any questions or concerns.

**Respectfully submitted,**

  
John Jackson, AICP, NCI  
President

  
Gage Belko  
Assistant Planner



City of **Grosse Pointe**, Michigan

**NOTICE OF PUBLIC HEARING  
CITY OF GROSSE POINTE PLANNING COMMISSION  
MONDAY, DECEMBER 19, 2022, 7:00 PM.**

PLEASE TAKE NOTICE that a Public Hearing will be held on Monday, December 19, 2022 at 7:00 pm for the Planning Commission to consider a special land use at 908 St. Clair Street to allow a Group Child Care Home. The following specifications are proposed for the project:

Project Type: Group Child Care Home

Current Zoning: R-1B – Single Family

Description: The Planning Commission will consider a request to operate a Group Day Care Home with less than 12 children located in a home occupied by a full-time resident. The Michigan Zoning Enabling Act, *Section 125.3206 (5)*, allows Cities to issue a special use permit for a Group Child Care Home and *Section 90-75: Special Land Use Review*, of the City of Grosse Pointe Zoning Ordinance, allows the Planning Commission to grant special use when the project achieves the standards of the ordinance.

Said hearing will be held in person at the City Council chambers, 17145 Maumee Avenue, Grosse Pointe, Michigan.

Public comment is welcome. If you are unable to attend the hearing, written comments will be accepted until 12:00 noon on December 19, 2022. Public comments can be mailed to City Hall or sent via email to [city@grossepointecity.org](mailto: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.

GPN: 12/1/22

**Julie E. Arthurs,**  
City Clerk

908 Saint Clair Avenue

### Proposed Use of Property

Little Seedlings Childcare is a collection of teacher owned and operated Licensed Group Home Childcares. I propose to continue using 908 Saint Clair as a single-family residence, with the additional residential property use of operating a licensed group home childcare from 7:00 am-5:00 pm, Monday-Friday.

The teacher who will reside in the home, Jessica Garnett, will become the licensee of the group home childcare with no more than 12 children enrolled at any given time. She will have an assistant teacher with her whenever she has more than six children in care.

Teacher parking will be off street, and will either be in the garage, or directly outside the garage on the driveway. Childcare arrivals and departures will exclusively use the lower part of the driveway, and will have a staggered schedule to prevent any congestion on Saint Clair Avenue.

The State of Michigan mandates the minimum of 600 square feet of outdoor play space for a group home childcare. Mich. Admin. Code R. 400.1920. 908 Saint Clair has plenty of room for the children to safely play in the backyard with unobstructed views. We would utilize the green space east of the driveway from the house for the children to play.



## LITTLE SEEDLINGS CHILDCARE

Hello Neighbor,

My name is Christina DelPizzo, and I am in the process of purchasing 908 Saint Clair. I'm looking forward to making this residence a beautiful home, as well as a home childcare for the families of Grosse Pointe. In order to make this a reality, I was required to apply for a special use permit with the City of Grosse Pointe.

The type of home childcare license which I am seeking, is for a maximum of twelve children with two adult teachers (one who will reside in the home full time). The hours of operation proposed are Monday-Friday, 7:00 am-5:00 pm. Parents would be required to use a staggered drop-off and pick-up schedule, so as to not cause additional street traffic.

If granted permission, the Little Seedling of Grosse Pointe home will be an addition to the Little Seedlings Collection of licensed home childcares. Little Seedlings is a local "teacher owned, and operated" home childcare model, with locations in Bloomfield Hills, Bloomfield Township, Birmingham, Beverly Hills, and Livonia. Little Seedlings has an excellent reputation of providing loving, dependable, quality childcare in these communities. In addition, I take pride in being an excellent neighbor, and an asset to the community. The Little Seedling homes are cared for with love. The maintenance and care each home receives, is far beyond the standards required for home childcares by the State of Michigan.

This topic will be discussed at the City of Grosse Pointe zoning meeting on December 19th. I am reaching out to my future neighbors to give you an opportunity to ask questions, and clear any concerns that you may have. I am looking forward to getting to know you better, and becoming a member of this community and neighborhood. Please reach out through email or phone if you would like to talk further.

Regards,

Christina DelPizzo  
Owner - Little Seedlings  
(734) 262-0207  
cmdelpizzo4782@gmail.com  
[www.littleseedlingschildcare.com](http://www.littleseedlingschildcare.com)

 [facebook.com/LSOBloomfield](https://facebook.com/LSOBloomfield)

**City of Grosse Pointe  
Michigan**

**Special Use Review  
Application**

**February 28, 2003**



**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 Maumee Grosse 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: Christina DelPizzo

Mailing Address: 299 Orange Lake Road Bloomfield Hills MI 48302

Telephone: (734) 262-0207 Fax: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Applicant's Legal Interest in Property: \_\_\_\_\_

---

Location of Property: Street Address: 908 Saint Clair Street Grosse Pointe

Nearest Cross Streets: Mack + Saint Clair Ave

Sidwell Number: \_\_\_\_\_

**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.

Parcel Number: 37 002 04 0060 002

Property Size (Square Ft): ~~XXXXXX~~ 7,405 (Acres): \_\_\_\_\_

Existing Zoning (please check):

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

Present Use of Property: \_\_\_\_\_

Proposed Use of Property: *Single Family / Group Home Childcare*

Please Complete the Following Chart:

Type of Development	Number of Units	Gross Floor Area	Number of Employees on Largest Shift
Detached Single Family			
Attached Residential			
Office			
Commercial			
Other (Mixed Use)			

**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.




**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.

  
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Property Owner Authorizing this Application

\_\_\_\_\_  
Date

**TO BE COMPLETED BY THE CITY** Case No. \_\_\_\_\_

Date Submitted: \_\_\_\_\_ Fee Paid: \_\_\_\_\_  
Received By: \_\_\_\_\_ Date of Public Hearing: \_\_\_\_\_  
**PLANNING COMMISSION ACTION (RECOMMENDATION)**  
To Approve: \_\_\_\_\_ To Deny: \_\_\_\_\_ Date of Action: \_\_\_\_\_  
Reasons for Action Taken: \_\_\_\_\_  
**CITY BOARD ACTION**  
Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Date of Action: \_\_\_\_\_  
Reasons for Action Taken: \_\_\_\_\_



**ZONING APPROVAL FOR GROUP CHILD CARE HOMES**  
Michigan Department of Licensing and Regulatory Affairs  
Bureau of Community and Health Systems

Licensee Name: \_\_\_\_\_

Licensee Address: \_\_\_\_\_  
\_\_\_\_\_

License Type: DG – Group Child Care Home (capacity 7-12 children)

Zoning Authority:

According to the Michigan Zoning Enabling Act, 2006 PA 110, a group child care home located in a county or township shall be issued a special use permit, conditional use permit, or other similar permit if the group child care home meet specific standards. A group child care home located in a city or village may be issued a special use permit, conditional use permit, or other similar permit.

Please complete the lower portion of this form and return this completed form to the licensee/applicant.

If you have any questions or concerns, please contact the Michigan Department of Licensing and Regulatory Affairs, Bureau of Community and Health Systems, at 517-284-9730.

Thank you.

- 
- Location is APPROVED by the local zoning authority.
  - Location is DISAPPROVED by the local zoning authority.
  - City, township or county is unzoned.

\_\_\_\_\_  
Signature of Zoning Authority or  
City, Township, County Manager for Unzoned Communities

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Printed Name of Zoning Authority Authority or  
City, Township, County Manager for Unzoned Communities

\_\_\_\_\_  
Jurisdiction (City, Township)

Authority: 1973 PA 116 Completion: Required Penalty: Applicant cannot be licensed/registered
--

LARA is an equal opportunity employer/program.













904 St Clair Ave  
Grosse Pointe, Michigan

Google

Street View - Jun 2022

Map navigation controls including a street name 'Guilford St', a location pin icon, and a red location marker labeled '908 St Clair Ave, Grosse Pointe, MI'.

Map navigation controls including a compass icon and a zoom in (+) button.



904 St Clair Ave  
Grosse Pointe, Michigan  
Google  
Street View - Jun 2022



Google





Realcomp







***Planning Commission***  
***December 19, 2022***

<b>TITLE:</b> City Center PUD Plan and Agreement	<b>DATE:</b> December 19, 2022
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**SUMMARY:** Mike Bailey, a southeastern Michigan based developer, purchased the long vacant property on St. Clair (behind CVS) from Sunrise Senior Living last year. Sunrise used a commercial broker and openly advertised the availability of the 1.9 acres plot for purchase. Sunrise received multiple bids for the property from multifamily housing developers. In the name of Grosse Pointe City Center Partners, LLC and Civic Center Equities, LLC, he has applied for a mixed-use Planned Unit Development called City Center Apartments. Bailey and his development group is seeking permission to build up to 77 multi-family residential units and 4215 square feet of commercial space.

After the bankruptcy of Jacobson’s, the Village’s primary retail anchor, the City of Grosse Pointe conducted a major review of its strategy to make sure The Village remained the economically vital commercial hub of the Grosse Pointes. Located at the center of the City and in the middle of the Grosse Pointes, the City’s new strategy was adopted, after much public input, in 2005. Key to that strategy was to replace the reliance on a major anchor by diversifying the uses including creating new residential units in and adjacent to The Village. Tools to accomplish this included zoning changes that allowed building of up to three and four stories. It also included the addition of a Planned Unit Development zoning ordinance for the area including The Village from Waterloo to St. Paul and from Cadieux to Neff. The 2005 Master Plan called for increased density and height in order to create sufficient economic activity to ensure that The Village could remain economically viable despite the loss of Jacobson’s. It also sought to build on the desire of people to walk to and live in and near a traditional pedestrian oriented shopping district.

During this same time in 2005, Sunrise Senior Living had approached the City with a multifamily proposal for properties they purchased from 582-606 St. Clair. In 2006, the property now proposed for development was approved for a four-story PUD project in 2006 by Sunrise Senior Living. It was approved for a multifamily dwelling of 79 units of senior only living. Due to the Great Recession, that project was not built (although Sunrise had already built a new water main on St. Clair to provide service to the project). Due to its continued vacancy in 2011, the property’s future land use was examined in detail by the community during that update of the Master Plan which was concluded and approved in 2012. Based on the future land use evaluation and plan in the updated 2012 Master Plan, the zoning for the then vacant property was changed to “Transitional“ or “T” after additional public hearing and comment. The T zoning district allows for multifamily buildings or a hotel of up to four stories on this site, but not new single family homes. The intent of the T zoning to provide a place for higher density development adjacent to The Village to keep the downtown economically strong and vital that would be a transition to the single family neighborhoods in the rest of the City.

The Plan Commission held the required public hearing for the current proposal on November 14, 2022. The City of Grosse Pointe published the required legal notice for the public hearing in the local paper and distributed the notice to every property within 300 feet as required. The entire proposal was and is featured on the home page of the City website. The developer has submitted a Community Impact Statement including a detailed traffic study which were subjected to scrutiny at the public hearing. Because the City required the developer to hold two meetings with the adjacent neighbors before even bringing the proposal to Council, articles on this project have appeared in the local newspapers throughout this year. A detailed report reviewing the proposal by the City Planner is attached.

The developer has responded to issues raised at the November 14, 2022 by the public and the Plan Commission in an updated and more detailed version of their site plan. The update reduce the total number of units to 77, added more two bedroom units, and reduced the number of and adjusted the size of one bedroom units to be 720 square feet or larger. It also provides the stormwater and engineering details requested. The City Attorney has drafted the attached PUD agreement, incorporating agreed upon changes from the developer. The PUD agreement has several exhibits including an updated parking easement agreement the Council approved earlier this year and a sewer maintenance agreement.

**FINANCIAL IMPACT:** It is estimated that this development would generate approximately \$100,000 in property taxes per year for the various tax generated funds of the City of Grosse Pointe, about \$130,000 to the Grosse Pointe School District, and about \$12,000 to the Grosse Pointe Library.

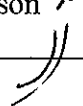
**RECOMMENDATION:** Approve the resolution (attached) adopting the PUD plan and report for this site. The City Planner recommends the PUD be adopted with the conditions stated in the McKenna memorandum dated December 16, 2022

**REVIEWED BY:** Peter Dame



**TITLE:** City Manager

**PREPARED BY:** John Jackson



**TITLE:** City Planner

**PLANNING COMMISSION**  
**PROPOSED RESOLUTION/MOTION (DECEMBER 19)**

I move that the Planning Commission adopt the attached report as the Planning Commission PUD Report;

I further move that the Mayor and City Clerk are authorized to execute a Planned Unit Development Agreement substantially in the form presented this date to the Planning Commission on the final approval of the City Manager and City Attorney; and

I further move that the Planning Commission approve the application for a PUD overlay district for the site as described in the plans of Integrated Architecture dated \_\_\_\_\_, subject to the requirements of the Planned Unit Development Agreement; and

I further move that the Planning Commission approve the site plan contained in the application of City Center and in the plans of Integrated Architecture dated \_\_\_\_\_, subject to the requirements of the Planned Unit Development Agreement and the requirements set forth in the McKenna Report of December 16, 2022; and

I further move that no building permit shall be issued unless and until the Planned Unit Development Agreement is approved and executed as set forth above.

## **PLANNING COMMISSION PUD REPORT (DECEMBER 19)**

Grosse Pointe City Center Partners, LLC and Civic Center Equities, LLC, (“City Center”) have acquired a substantial development site in the City;

City Center has submitted final, detailed plans for development of the site as a planned unit development, consisting of up to 77 residential units in a multifamily building containing parking spaces for \_\_\_ passenger vehicles, all as set forth in the Integrated Architecture plans dated \_\_\_\_\_; and City Center has applied for final PUD approval and site plan approval;

The Planning Commission finds that the adoption of a planned unit development overlay for the site will result in a higher quality development than is otherwise possible under the regulations for the underlying zoning districts;

The Planning Commission finds that development of the site for the use and in the density set forth in the application would not be permissible without the approval of the planned unit development and, further, that proceeding with the development will bring a higher level of public benefits to the City and be in the best interests of the City as a whole;

The Planning Commission finds that a planned unit development overlay for the site will result in a recognizable and substantial benefit to ultimate users of the project and to the community; and finds that the benefit to the community is proportionate to the modification of the development standards being requested; and finds that the project will bring significant public benefits to the City;

Among the benefits are:

1. High quality housing.
2. Additional concentration of consumers and economic activity adjacent to the Village.
3. Exceptional architectural quality.
4. Unique use for under-utilized property.
5. Concentrated realization of tax revenue;

McKenna and Associates, Incorporated, the City Planners, have submitted their favorable report and recommendation dated December 16, 2022 (The “McKenna Report”); which report, together with the application for approval have been reviewed by the Planning Commission;

A proposed Planned Unit Development Agreement has been submitted;

The Planning Commission held a public hearing on the application on November 14, 2022, and considered the documents referenced below, along with the comments of the public,

The Planning Commission has considered all the requirements, conditions and standards of Section 90-76 of the Grosse Pointe City Code and finds that the application satisfies all relevant requirements, conditions and standards for a PUD overlay, including the criteria in Section 90-74(f), and

other applicable ordinances and laws, and the application for final PUD approval and site plan approval should be approved;

The following documents are incorporated by reference in this report.

- a) November 14, 2022, Planning Commission minutes.
- b) Planned Unit Development Agreement.
- c) \_\_\_\_\_, McKenna report.
- d) Intergrated Architecture color renderings \_\_\_\_\_.
- e) Integrated Architecture site development plans dated \_\_\_\_\_.
- f) City Center application consisting of October 21, 2022 application form and related materials.
- g) Written comments from residents.
- h) Development schedule

Meeting in open session on December 19, 2022 with all members present, the Planning Commission [unanimously] or [by affirmative vote, Member \_\_\_\_\_ dissenting] adopted the foregoing as its written findings and report.

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Julie E. Arthurs, City Clerk



December 16, 2022

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

**Subject:           Planned Unit Development (PUD) and Final Site Plan Review**  
**Address:           St. Clair Avenue between St. Paul and Kercheval**  
**Zoning:            T, Transition District**  
**Applicant:         MTB Partners LLC**

Council Members,

Based on the Planning Commission comments at the November meeting, the applicant has revised their proposal. The following are the major changes:

1. Decreased the overall number of units from 81 to 77.
2. Increased the number of two-bedroom units from 34 to 38.
3. Decreased the number of one-bedroom units from 33 to 25.
4. Increased the minimum size of one-bedroom units to 720 square feet.
5. Increased the commercial area from 4,000 square feet to 4,210 square feet.
6. Increased the shared parking from 19 to 22 spaces.

The applicant is requesting the project be considered for approval as a Planned Unit Development (PUD). The PUD option allows the City Council to exercise regulatory flexibility (ex. relax setbacks or parking, allow other uses) to encourage a project that exhibits higher quality, greater creativity, and that significantly advances the City’s master plan goals and objectives.

The following is a review of eligibility for the establishment of a PUD and a conceptual review of the development.

**A. PUD PROCESS**

<b>Preapplication Conference.</b> The applicant has conferred in preapplication conferences with the City Manager, the Building Official, and City Planner.	<b>Complete</b>
<b>Public Hearing.</b> A public hearing on the PUD shall be held by the Planning Commission.	<b>Complete</b>
<b>PUD Consideration.</b> Following the Public Hearing, the Planning Commission shall decide on the PUD application.	<b>Current Request</b>
<b>PUD Site Plan Review.</b> A complete site plan shall be submitted for review pursuant to Section 90-302, Site Plan Review, for each phase(s) of an approved PUD plan.	<b>Current Request</b>





**B. PLANNING, ZONING AND EXISTING CONDITIONS**

The following conditions exist on and surrounding the subject parcel:

Area	Existing Land Use	Future Land Use	Zoning
Subject Site	Parking and undeveloped land	Transition	T, Transition
North	Public Parking	Parking/mixed use	P-1
South	Single Family, Two Family, Cellular Tower, Parking	Terrance Residential and Medium Density Single Family	T, Transition
East	One and two family residential	Medium Density Single Family and Parking/mixed use	R-1B
West	Single Family Residential	Medium Density Single Family	R-1B



**Subject Site:** Wayne County GIS



**Subject Site:** Current Zoning

**C. PUD ELIGIBILITY**

**Qualifying Conditions.** The following provisions shall apply to all planned unit developments:

1. The planned unit development site shall be under the control of one (1) owner or group of owners and shall be capable of being planned and developed as one (1) integral unit.

The proposed PUD is under the single ownership of Grosse Pointe City Center Partners and Civic Center Equities.





2. A PUD may only be approved in conjunction with either an approved overall PUD concept plan or an approved PUD site plan.

The applicant has prepared a PUD site plan. Additional details may be addressed as a condition of site plan approval.

3. A PUD may be approved in any district with the area bounded by Waterloo Avenue, Cadieux Road, St. Paul Avenue and rear property line on Neff Avenue.

The proposed PUD is located within this defined area.

4. The uses contained in a PUD with multiple uses must be complementary in nature.

The applicant is proposing a mixed-use development that is primarily residential (77 units) with a small amount (4,210 sf) of supporting commercial space. The proposed residential units and amount of commercial space proposed and its location adjacent to the public parking lot will make it complementary in nature to the overall project and surrounding area.

5. A PUD shall achieve a higher quality development than is otherwise possible with the regulations for the underlying zoning district.

The applicant has submitted plans that include the follow benefits:

- Extensive landscaping and green space in the form of a green roof located above the parking area providing usable outdoor space for the residents of the project.
- High-quality, well-designed building elevations that exceed the City's design standards for residential projects.
- The contribution of access to a portion (25 feet) of their property that maximizes the parking efficiency of the public parking lot.
- Activated space facing the public parking lot with commercial use(s) while preserving the residential character on St. Clair.
- The provision of indoor and outdoor bike storage facilities to encourage the use of nonmotorized transportation and reduce parking demand.
- The provision of a "green roof" that will help offset some of the stormwater impacts of a site that is fully developed.

#### **D. ADDITIONAL PUD CONSIDERATIONS**

A PUD shall result in a recognizable and substantial benefit to ultimate users of the project and to the community. The benefit to the community must be proportionate to any modifications of the development standards being requested. Such benefits may include, but are not limited to the following:



1. Promote the use of land in a socially and economically desirable manner.

The proposed PUD provides the City with an additional housing opportunity for Grosse Pointe families without children which represents 73% of the families in Grosse Pointe. This in turn could make some of the City's single-family homes available to families with children looking to locate in Grosse Pointe.

The project significantly advances the goals and objectives of the City's recently adopted **Master Plan** which calls for additional residential uses in the Village that will contribute to the vitality of the Village providing an economic and social benefit to all residents of the community. We also anticipate that the project will address several success measures contained in the **Village Transformation Strategy** including the development of an attractive building, desirable mix of businesses, increased participation in the Village and an increase in foot traffic and gross sales receipts.

2. Not conflict with convenient, safe, and normal neighborhood vehicular and pedestrian traffic routes, flows, intersections, and general character and intensity of neighborhood development.

The property is located on St. Clair Avenue which is identified as a collector in the City's Master Plan. St. Clair has a wide right-of-way of 80 feet and is intended to carry higher volumes of traffic such as the traffic generated by the combination of commercial and residential uses located in the Village and the multiple family residential uses. The site is planned and zoned for residential or hotel redevelopment. It was determined that the traffic generated from these planned uses would not exceed the capacity of the existing road network.

The traffic study provided by the applicant further indicates that the increased traffic generated by the proposed project will not reduce the level of service at the impacted intersections which currently function at levels A and B. The City's traffic expert has reviewed the developer's traffic study and agree with the methodology, assumptions and conclusions of the contracted traffic study.

The applicant will be providing low profile lighting along St. Clair to provide safe pedestrian conditions without adversely impacting the adjacent residential uses with excess light spillover.

3. 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.

The applicant is proposing a four-story building where the upper two floors will be setback, significantly reducing the overall massing of the building. The height of the building is between 54'-2" and 55'-2" with a 59' architectural feature located at the entrance on St. Clair and a 31'-6" townhomes located on the "south" side of the project facing the cell tower and adjacent single-family home.

The shade study provided shows that the homes on Neff will not be more impacted by the proposed project than they would be by a project that conformed to the specific height and setback requirements of the T, Transition district. The rear yards will be largely in shade during the winter months, while the impact is less during the remainder of the year.



The City has several areas where single family homes are adjacent to larger scale buildings such as the GPPS administration building and several existing multiple-family developments in the City. This pattern of development is consistent with a tight-knit community like Grosse Pointe.

4. In the nature, location, size, and site layout of the use, be a harmonious part of the district in which it is situated considering, 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 proposed PUD is located on St. Clair Ave. near Kercheval and the Village shopping district. This location provides the residents with access to shopping and service uses who will in turn support the existing and future businesses in the Village.

5. 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 applicant has met with residents located nearby and made provisions, such as the upper story setbacks, screen wall located next to the existing home on St. Clair, and internal location of service areas, to minimize potential impacts on the adjacent residential uses.

6. The Community Impact Study provided by the applicant indicates that there will be no adverse impacts from the proposed project based on the information currently available. Final engineering will be required to determine the exact improvements required to address stormwater management and other municipal utilities. This section of St. Clair has a properly sized water main that was recently built to accommodate a prior development proposal of the same size at this location.

## **E. REGULATORY FLEXIBILITY**

The PUD process allows the City Council to exercise a degree of regulatory flexibility to encourage better projects. Based on our review of the plan, we have identified the following aspects of the project the City will need to consider:

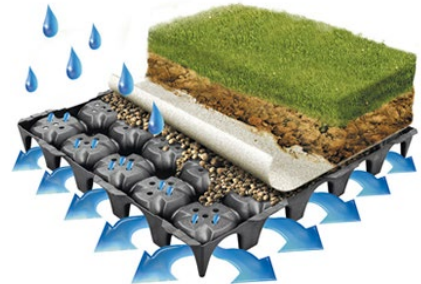
1. **Use.** The applicant is requesting a maximum of 4,210 square feet of commercial space. Commercial space is only allowed in the T, Transition district in conjunction with a hotel use. We recommend allowing the full range of uses allowed in the C-1, local district with the exception of automotive uses and that restaurant uses require city approval due to their potential impact on surrounding uses.
2. **Height.** The applicant is proposing a four-story building which is allowed in the T, Transition district subject to special use approval.
3. **Setbacks.** The ordinance requires a 25-foot minimum rear yard setback and a 15-foot minimum front yard setback in the T, Transition district. The applicant is proposing a 12-foot 7-inch rear yard setback from the rear (“Neff-side” property line), and a 12-foot setback from the front yard along St. Clair.



## E. PUBLIC BENEFIT

The PUD provisions of the ordinance allow the City to exercise regulatory flexibility provided there is a corresponding and proportionate public benefit. In reviewing the proposed plan and discussing the development with the applicant, we have identified the following benefits to the City of Grosse Pointe:

- Extensive landscaping and green space in the form of a green roof located above the parking area providing usable outdoor space for the residents of the project.
- High-quality, well designed building elevations that exceed the City's design standards for residential projects.
- The contribution of access to a portion (25 feet) of their property that maximizes the parking efficiency of the public parking lot.
- Activated space facing the public parking lot with commercial use(s) while preserving the residential character on St. Clair.
- The provision of indoor and outdoor bike storage facilities to encourage the use of nonmotorized transportation.
- The provision of a "green roof" that will help offset some of the stormwater impacts of a site that is fully developed.



## F. SITE PLAN REVIEW

The applicant has provided a conceptual site plan that addresses the requirements for site plan consideration. The following is our review of the proposed site plan.

4. **Proposed Use.** The T, Transition District allows apartments, hotels, and senior housing as permitted uses. The applicant is proposing 77 apartments and 4,210 square feet of commercial space. Commercial space is only allowed in the T district if it is part of a hotel project. Based on the nature and location (facing the public parking lot) the proposed commercial use will have no adverse impacts on the any of the surrounding residential uses, will provide an internal buffer to the proposed residential uses, and will activate the space facing the parking lot. We recommend allowing the full range of uses allowed in the C-1, local district with the exception of automotive uses and that restaurant uses require city approval due to their potential impact on surrounding uses.

- B. **Density and Lot Area.** The density in the T, Transition District, is dictated by the building height, parking, and minimum unit sizes.

The proposed units in the existing building will range in size from 705 square feet to 1,500 square feet. The City's zoning ordinance allows residential units in this size range based on current best practices in other



premier and comparable communities to Grosse Pointe such as Plymouth, Rochester, and Northville. A recent market study shows a strong demand for rental units and for a mix of units some with fewer bedrooms from empty nesters.

The maximum number of people per unit is determined by the City’s definition of family and the International Building Code. Based on these two provisions, there will be no overcrowding in the proposed project.

- D. Setbacks.** The minimum required **front yard** setback in the in the T, Transition District, is 15 feet. The building includes a series of stoops or uncovered porches along the St. Clair frontage with the building being setback 12 feet. The three-foot reduction in front yard setback may be allowed through the PUD process.

**Side yard** setbacks in the in the T, Transition District, are five feet and the buildings are setback over 34 feet from the side property line facing the parking lot and over 61 feet from the property line of the existing residence on St. Clair.

The required **rear yard** setback from the homes along Neff Road is 25 feet and the applicant has set the first floor back 12 feet 7 inches and the upper floors 20 feet 7 inches from the property line. This relaxed rear yard setback can be considered through the PUD process.

- E. Building Height.** The maximum building height allowed in the T, Transition district is four stories subject to special use approval. Four stories may be approved through the PUD process.
- F. Parking.** The ordinance requires 1.5 parking space for each apartment and 2 for each townhome resulting in 120 required residential parking spaces. The proposed commercial space requires a minimum of 17 spaces, and the applicant has provided 22 spaces in front of the proposed commercial use. Overall, there is a two-space surplus of parking according to the City’s parking requirements.

One additional barrier-free parking space is required. We recommend they locate the additional barrier free space adjacent to their proposed commercial area.

We also recommend that the additional commercial space be used for commercial loading for certain periods of the day.

Use	Standard	First Proposal		Current Proposal	
		Units	Required	Units	Required
Townhomes	2/unit	9	18	9	18
1 Bdrm	1.5/unit	33	50	25	38
2 Bdrm	1.5/unit	34	51	38	57
3 Bdrm	1.5/unit	5	8	5	8
Commercial	1/250SF	4,000SF	16	4,210SF	17
Total Req.			142		137
Total Provided			137		138
Surplus/(Deficit)			(5)		1



- G. Architecture.** The proposed building design includes high quality building materials and design. It includes dark red brick with a variety of details, a contrasting light-colored brick at the entrances with metal and wood-look panel accents. The overall design is traditional in scale and proportion. They have provided elevations for all sides of the building and provided additional details on the two stair-towers.
- H. Screening.** Projects in the T, Transition district are required to provide ornamental masonry screening between 4 and 6 feet high from adjacent single-family uses. The applicant is proposing a decorative masonry screen will along the residential lots along Neff. In addition, they are providing a fence along the side of the residence on St. Clair that steps down to meet the existing picket fence on the interior side lot line. They will be required to work with the city on appropriate screening along the rear property line of this property.
- I. Utilities.** This section of St. Clair has a properly sized water main that was recently built to accommodate a prior development proposal of the same size at this location.
- Applicant is responsible for installation of sanitary system connections and is responsible for maintenance of the sanitary lines including a grease trap if restaurant/food use is incorporated.
- J. Traffic.** The applicant has provided a traffic study that has been reviewed by the City's traffic consultant TIA, that finds the increased traffic generated from the proposed project will not impact the level of service at the adjacent intersections (St. Clair and Kercheval and St. Clair and St. Paul) which are functioning at A and B levels currently.
- K. Internal Circulation.** The proposed site plan has been designed to coordinate with the site circulation on the public parking lot. The proposed plan also adheres to required easement agreement and allows additional unused space on their property to ease access around the tower.
- L. Landscaping.** The applicant is proposing a well landscaped site including the "green roof" that provides useable open space for future residents. A detailed landscape plan will be required.
- M. Lighting.** The applicant has indicated that the lighting on St. Clair will be low profile lighting possibly integrated into the raised stoops, to provide pedestrian level lighting. Input from neighbors referenced residential scaled lighting similar to gas-light style fixtures. Final pedestrian-scale lighting to be located between the stoops and the sidewalk will be reviewed administratively.
- N. Signage.** A master sign plan and details of the proposed signage for the project will be required prior to receiving a sign permit.
- O. Garbage Collection/Loading.** The site includes an enclosed impactor that will be collected by a private contractor. Residential loading will be accommodated from a designated area under the building, close to the residential elevator.
- Commercial refuse will be handled by the commercial compactor located in the shared parking lot. We recommend a parking space accommodating a delivery truck be designated as one of the 21 spaces in front of the commercial. We also recommend that the applicant submit a commercial loading/delivery plan for city review in the event a restaurant use is proposed for the commercial area.
- P. Emergency Vehicle Access.** The applicant has demonstrated that there is adequate access for emergency vehicles to serve the proposed site.





- Q. Project Schedule.** The applicant has indicated that the project will build in one phase, and they plan to begin construction in the first 3-6 months of 2023 with the intent of completing the project within twelve months after that.
- R. Final Engineering.** The updated site plan shows the location of both extra pipes to hold storm water on site as well as the filter and restrictor on stormwater flow as required. Final engineering calculations will be needed to determine that the proposed improvements meet precise requirements of the City's stormwater management ordinance.

## RECOMMENDATION

Based on our review, we find that the proposed project is consistent with the eligibility requirements for consideration of a Planned Unit Development, significantly advances the goals and objectives of the City's Master Plan and the Main Street Grosse Pointe Action Plan, offers several public benefits that could not be realized under the current zoning, and regulatory flexibility being requested is proportionate to the benefits of the proposed project.

We recommend the Planning Commission grant the request for PUD designation and conditional site plan approval subject to the following:

1. The conceptual site plan and building elevations dated December 5, 2022;
2. Approval of commercial space not to exceed 4,300 square feet to include uses permitted in the C-1, Local Business district with the exception of automotive uses, and that restaurant require city approval;
3. Approval for a fourth floor subject to the upper story setbacks indicated in the conceptual building plans;
4. Reduced rear yard setback of 12'-7" on the first and second floors and 20'-7" on the third and fourth floors;
5. Reduced front yard of 12' along St. Clair;
6. The provision of a designated loading area located in the front of the proposed commercial space;
7. The applicant shall work with the City to provide appropriate screening along the rear property line of the residence on St. Clair;
8. Mutually agreed location for the proposed pay stations;
9. Administrative review and approval of a final site plan including the outstanding items listed above including detailed landscape plans and lighting details, master sign plan, fence details;
10. Final engineering plans to be reviewed and approved by the City Engineer; and,
11. Execution of the PUD agreement and all required easements in a form acceptable to the City Manager and City Attorney.



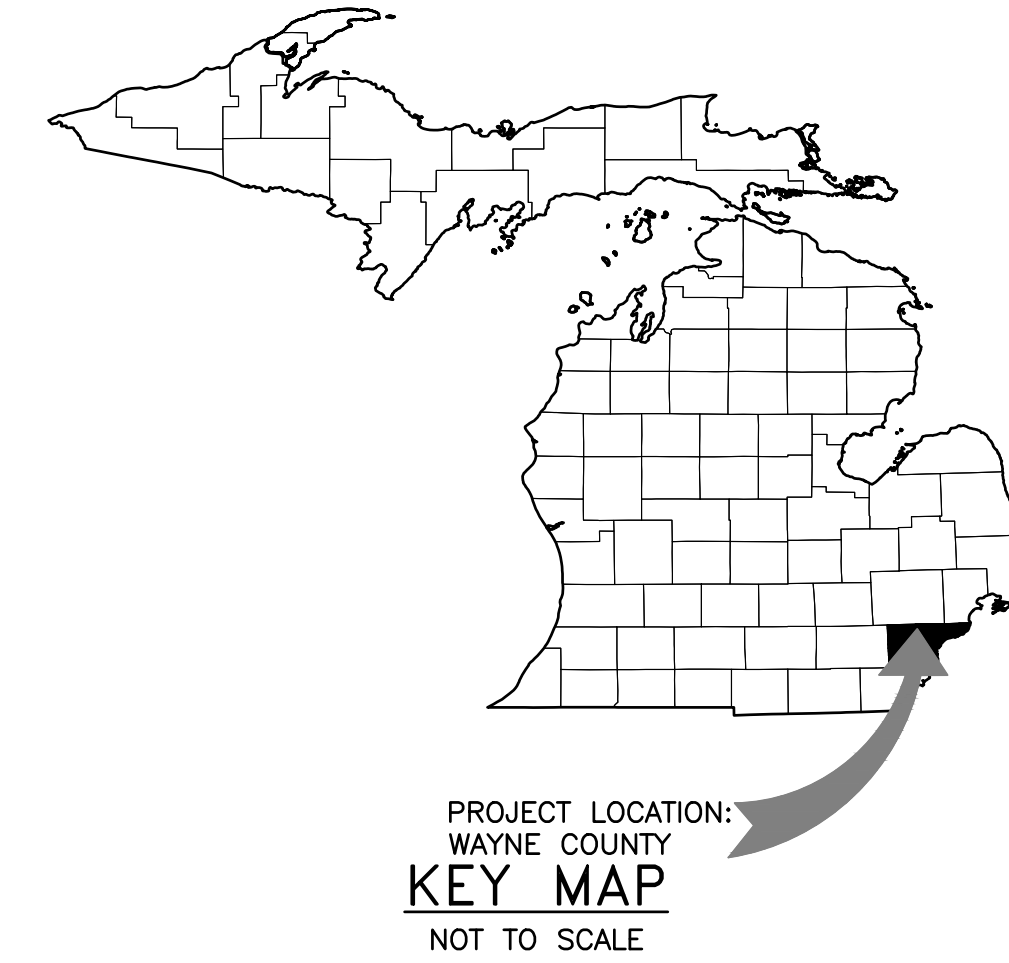
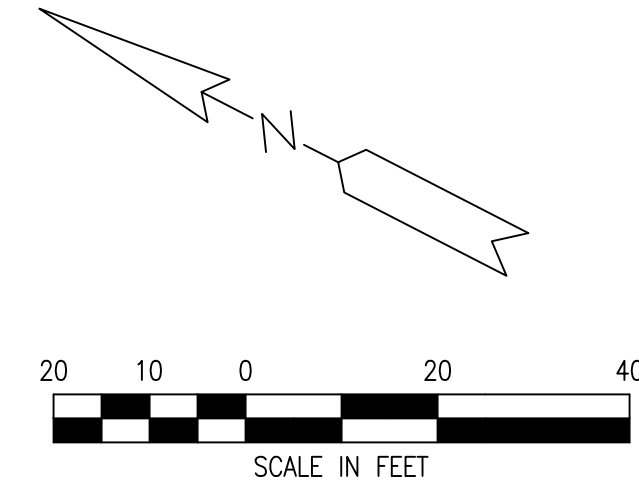
Respectfully submitted,

**McKENNA**

John R. Jackson, President, AICP  
President

# PUD SITE PLANS FOR GROSSE POINTE PUD CITY CENTER APARTMENTS

582-606 ST CLAIR AVE, GROSSE POINTE PARK  
GROSSE POINTE, MI 48230



CONTACTS	
OWNER	<b>GROSSE POINTE CITY CENTER PARTNERS</b> CIVIC CENTER EQUITIES, LLC 30100 TELEGRAPH ROAD BIRMINGHAM FARMS, MI 48025
APPLICANT/AGENT	<b>MTB PARTNERS LLC</b> 255 E. BROWN ST. #105 BIRMINGHAM, MI 48009 (248) 770-9106
ARCHITECT/LA	<b>INTEGRATED ARCHITECTURE</b> ARCHITECT - ZADA HARRIS (616) 574 0220 LANDSCAPE ARCH. - (616) 574 0220 840 OTTAWA AVENUE NW GRAND RAPIDS, MI 49503
ENGINEER	<b>WADE TRIM</b> P.E. - JOHN CECIL (313) 379-6825 500 GRISWOLD ST. STE 2500 DETROIT, MI 48226
GAS	<b>DTE ENERGY</b> SEMI_GASDESIGN@DTEENERGY.COM
TELEPHONE	<b>A T &amp; T</b> 734-996-5336 LIT7891@ATT.COM
CABLE	<b>COMCAST CABLE/FIBER OPTICS</b> 419-874-9283 CCCUTILITYREQUESTS@TEAMSIGNA.COM
WATER, SANITARY, STORM SERVICE	<b>CITY OF GROSSE POINTE WATER SERVICE CENTER</b> 22025 MACK PLAZA DRIVE GROSSE POINTE WOODS, MI 48236 (313) 343-2430
SOIL EROSION	<b>WAYNE COUNTY LAND RESOURCE MANAGEMENT DIVISION DIRECTOR</b> 3600 COMMERCE COURT, BLDG E WAYNE, MI 48184 (734) 326-3936
PLANNING & ZONING	<b>CITY OF GROSSE POINTE PLANNING &amp; ZONING</b> 17147 MAUMEE AVENUE GROSSE POINTE, MI 48230 (313) 885-5800



VICINITY MAP  
SCALE: NTS

SHEET INDEX	
GENERAL SHEETS	SHEET NO.
COVER SHEET	C0.0
EXISTING CONDITIONS PLAN	C1.0
DEMOLITION PLAN	C1.1
SITE PLAN	C3.0
SITE PLAN DETAILS	C3.1
EXISTING DRAINAGE PLAN	C4.0
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GRADING PLAN	C5.0

CITY CENTER APARTMENTS  
840 Ottawa Avenue NW  
Grand Rapids, MI 49503



**NOT TO BE USED  
FOR CONSTRUCTION  
DRAWINGS**

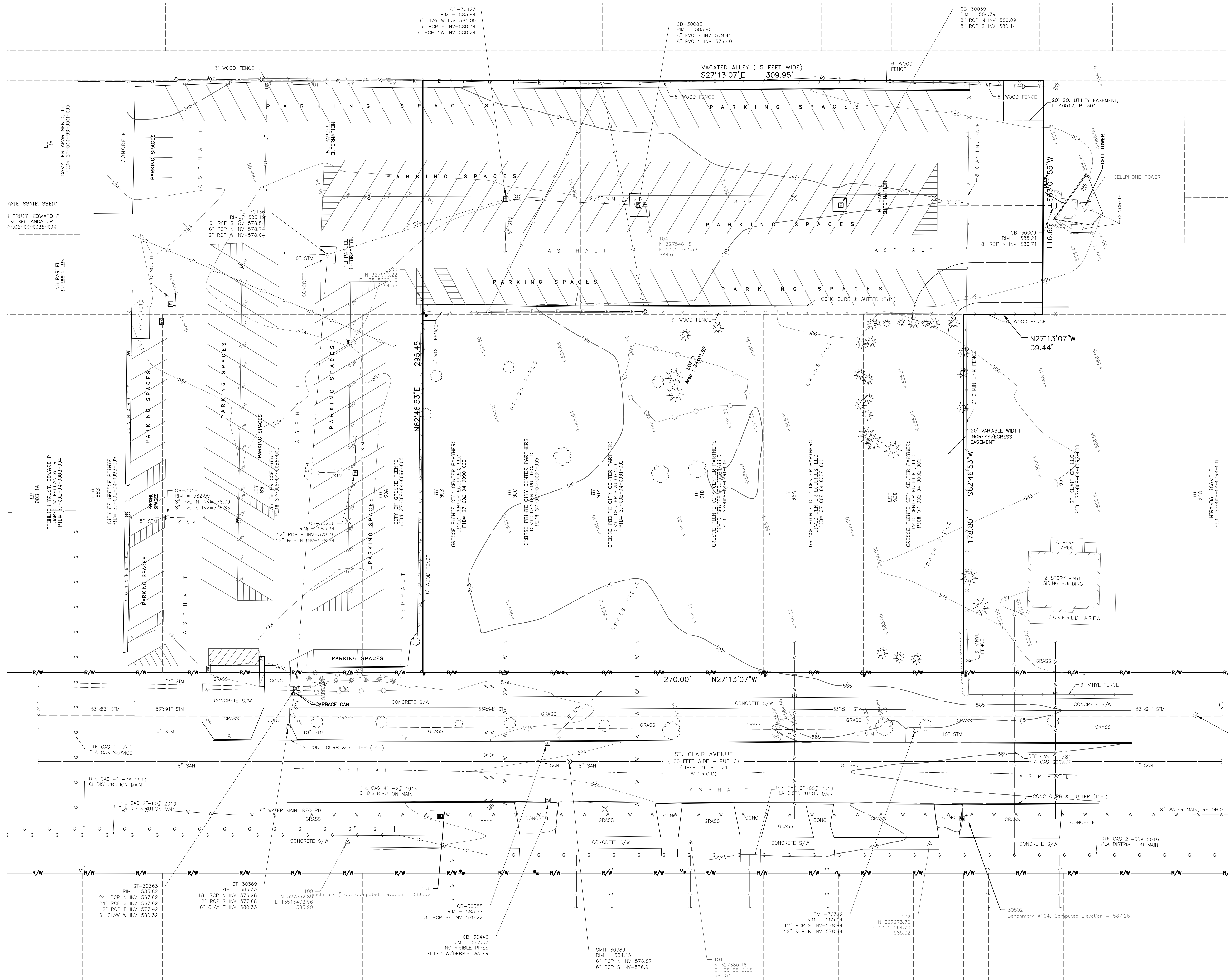
WADE TRIM JOB NO.  
IAR200601F



REVISIONS PER CITY	DATE
OWNER REVIEW	16 DECEMBER 2022
PUD REVIEW	15 DECEMBER 2022
Design	05 DECEMBER 2022
PMPA	RAC/JC
Drawn	KPR
IA Project Number	RAC/JC
	20210711







**EXISTING LEGEND**

- BENCHMARK
- CATCH BASIN SQUARE
- CONIFEROUS BUSH
- LARGE CONIFEROUS TREE
- MEDIUM CONIFEROUS TREE
- SMALL CONIFEROUS TREE
- LARGE DECIDUOUS TREE
- MEDIUM DECIDUOUS TREE
- SMALL DECIDUOUS TREE
- ELECTRIC RISER
- ELECTRICAL TRANS. BOX
- IRON PIPE
- IRON ROD
- POWER AND LIGHT POLE
- PK NAIL
- PARKING METER
- POWER POLE
- SIGN POST
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- WATER VALVE
- WATER SHUT OFF
- BUILDING
- EDGE OF BRUSH
- GUARD RAIL
- OVERHEAD UTILITIES OTHER
- UNDERGROUND UTILITIES
- DOMESTIC WATER MAIN
- CENTERLINE OF PAVEMENT
- TREE ROW
- CONTOUR MAJOR
- CONTOUR MINOR
- FENCE
- RIGHT OF WAY LINE
- PROPERTY/LOT LINE
- PROPERTY EASEMENT LINE
- HORIZONTAL DATUM:
- VERTICAL DATUM:
- BENCHMARK INFORMATION:
- CONTROL POINT INFORMATION:

**LEGAL DESCRIPTION:**

(PER FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT No. NCS-1058698-D072, DATED FEBRUARY 5, 2021 AS SHOWN ON ALTA/NSPS LAND TITLE SURVEY BY PEA GROUP, JOB No. 205-072, DATED APRIL 22, 2021)

**PARCEL 1**  
PART OF LOT 1, PLAT OF THE FRONT AND REAR CONFESSION OF P.C., 239 AS RECORDED IN LIBER 64, PAGE 8 OF DEEDS, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: PART OF PRIVATE CLAIM 239 BETWEEN JEFFERSON AND MACK AVENUES, CITY OF GROSSE POINTS, WAYNE COUNTY, MICHIGAN, BEGINNING AT THE SOUTHWEST CORNER OF LOT 92 OF AMENDED PLAT OF ST. CLAIR PARK SUBDIVISION, AS RECORDED IN LIBER 19, PAGE 21 OF PLATS, WAYNE COUNTY RECORDS; THENCE N 29°00'00" E, 116.68 FEET; THENCE S 24°58'00" E, 309.96 FEET; THENCE S 65°19'23" W, 116.51 FEET; THENCE N 25°00'00" W, 38.81 FEET TO THE POINT OF BEGINNING. [PARKING LOT AREA]

**PARCEL 2**  
THE SOUTHERLY 30 FEET (RECORDED 30.32 FEET MEASURED) OF THE NORTHERLY 60 FEET OF LOT 90, AMENDED PLAT OF ST. CLAIR SUBDIVISION, AS RECORDED IN LIBER 19, PAGE 21, WAYNE COUNTY RECORDS. [606 ST. CLAIR]

**PARCEL 3**  
THE SOUTHERLY 40 FEET OF LOT 90, AMENDED PLAT OF ST. CLAIR SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 19, PAGE 21, WAYNE COUNTY RECORDS. [604 ST. CLAIR]

**PARCEL 4**  
THE NORTH 50 FEET OF LOT 91, AMENDED PLAT OF ST. CLAIR SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 19, PAGE 21, WAYNE COUNTY RECORDS. [598 ST. CLAIR]

**PARCEL 5**  
THE SOUTHERLY 50 FEET OF LOT 91, AMENDED PLAT OF ST. CLAIR SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 19, PAGE 21, WAYNE COUNTY RECORDS. [592 ST. CLAIR]

**PARCEL 6**  
THE NORTH 50 FEET OF LOT 92, AMENDED PLAT OF ST. CLAIR SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 19, PAGE 21, WAYNE COUNTY RECORDS. [586-588 ST. CLAIR]

**PARCEL 7**  
THE SOUTHERLY 50 FEET OF LOT 92, AMENDED PLAT OF ST. CLAIR SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 19, PAGE 21, WAYNE COUNTY RECORDS. [582 ST. CLAIR]

DAID LEGAL DESCRIPTION IS ALSO DESCRIBED AS PER SURVEY PREPARED BY PROFESSIONAL ENGINEERING ASSOCIATES DATED FEBRUARY 22, 2007, REVISED AUGUST 7, 2007, BEING JOB No. 2005-072:

LOTS 91, 92 AND PART OF LOT 90 OF "AMENDED PLAT OF ST. CLAIR SUBDIVISION" AS RECORDED IN LIBER 19, PAGE 21, WAYNE COUNTY RECORDS, TOGETHER WITH PART OF "PARCEL 4A" AS RECORDED IN LIBER 1985 ON PAGE 448 WAYNE COUNTY RECORDS, TOGETHER WITH PART OF "PARCEL 11" AS RECORDED IN LIBER 12679 ON PAGE 178 WAYNE COUNTY RECORDS, TOGETHER WITH PART OF A PARCEL OF LAND DESCRIBED IN LIBER 11881 ON PAGE 299 WAYNE COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF THE AFORESAID LOT 92, SAID POINT BEING N 25°00'00" W, 209.60 FEET ALONG THE EASTERN LINE OF ST. CLAIR (100' WIDE) FROM THE INTERSECTION OF THE NORTHERLY LINE OF ST. PAUL (60' WIDE) AS OPENED; THENCE ALONG SAID EASTERN LINE N 25°00'00" W, 270.25 FEET TO THE SOUTHERLY LINE OF THE NORTHERLY 30 FEET OF THE AFORESAID LOT 90; THENCE ALONG SAID SOUTHERLY LINE AND THE EXTENSION THEREOF N 62°08'21" E, 295.60 FEET TO A POINT ON THE WESTERN LINE OF "C. NEFF ESTATE SUBDIVISION" AS RECORDED IN LIBER 15 ON PAGE 23 WAYNE COUNTY RECORDS; THENCE ALONG SAID WESTERN LINE S 24°58'00" E, 309.95 FEET; THENCE PARALLEL TO THE NORTHERLY LINE OF ST. PAUL AS OPENED S 65°19'23" W, 116.43 FEET TO THE EASTERN LINE OF THE AFORESAID AMENDED PLAT; THENCE ALONG SAID EASTERN LINE N 25°00'00" W, 39.44 FEET TO THE SOUTHWEST CORNER OF LOT 92; THENCE ALONG SAID SOUTHERLY LINE OF SAID LOT 92 S 65°08'21" W, 179.00 FEET (PLATTED AS 178.80 FEET) TO THE POINT OF BEGINNING.

**BASIS OF BEARINGS:**  
AS-SURVEYED BEARINGS SHOWN HEREON ARE BASED ON NAD83, MICHIGAN STATE PLANE COORDINATES, SOUTH ZONE, 2113. SURVEY MAP IS ROTATED 021°17' FROM BEARINGS SHOWN ON REFERENCE ALTA/NSPS SURVEY COMPLETED BY PEA GROUP, JOB No. 205-072, DATED: APRIL 22, 2021.

**UTILITY NOTE:**

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

**CONTRACTOR ALERT STATEMENT**

THIS PROJECT HAS BEEN DESIGNED IMPLEMENTING THE LATEST CITY OF FLINT DESIGN SPECIFICATIONS. CAREFULLY REVIEW THE NOTES, DETAILS, AND DESIGN PRIOR TO SUBMITTING A BID. FULL COMPLIANCE WITH THE NEW STANDARDS WILL BE REQUIRED.

**NOT TO BE USED FOR CONSTRUCTION DRAWINGS**

WADE TRIM JOB NO. IAR200601F

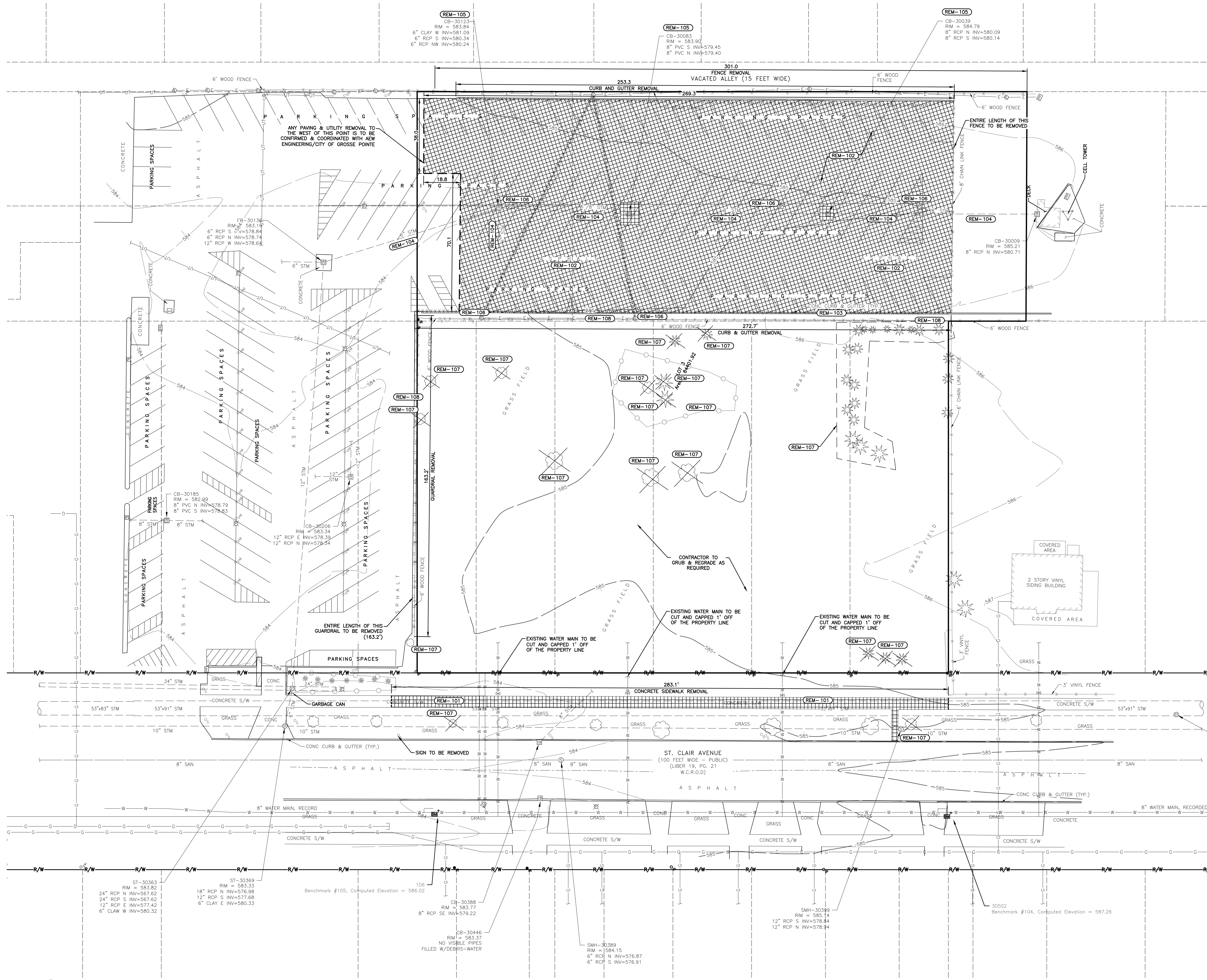
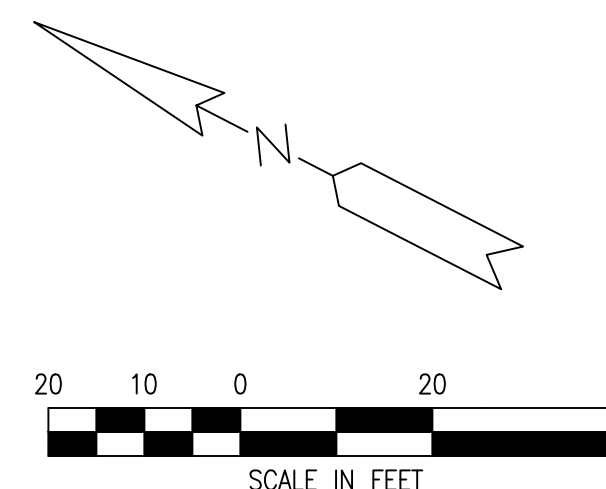
REVISIONS PER CITY	16 DECEMBER 2022
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Design	RAC/JC
PMP/PA	KPR
Drawn	RAC/JC
IA Project Number	20210711

**EXISTING CONDITIONS PLAN**







**LEGEND:**

- REMOVE CURBING - - - - -
- REMOVE UTILITY WIRING - - - - -
- REMOVE ASPHALT PAVEMENT [Cross-hatched pattern]
- REMOVE CONCRETE SIDEWALK [Grid pattern]

**SITE REMOVAL ITEMS**

ITEM	DESCRIPTION
101	CONCRETE PAVEMENT
102	BITUMINOUS PAVEMENT
103	CURB/GUTTER
104	STORM SEWER
105	STORM STRUCTURE
106	UTILITY POLE AND FOUNDATION
107	TREE(S)
108	FENCING

**NOTES**

- THE DEMOLITION CONTRACTOR SHALL OBTAIN A DEMOLITION PERMIT FROM THE APPROPRIATE GOVERNING AGENCY(S) PRIOR TO COMMENCING WITH DEMOLITION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF THE CONCRETE BASES AND APPURTENANCES FOR ALL LIGHT POLES, FENCE POLES, PIPE BOLLARDS AND SIGNS THAT ARE TO BE REMOVED, INCLUDING ANY NOT IDENTIFIED ON THIS PLAN.
- ALL ASPHALT & CONCRETE TO BE REMOVED SHALL BE SAW CUT WHERE REQUIRED ALONG PROPOSED LIMITS OF DEMOLITION.
- THE DEMOLITION CONTRACTOR SHALL COORDINATE ALL UTILITY REMOVAL/RELOCATION WITH THE APPROPRIATE UTILITY COMPANY.
- DO NOT REMOVE ANY TREES OR VEGETATION ON ADJACENT PROPERTIES WITH OUT APPROVAL FROM ADJACENT PROPERTY OWNER.
- THE CONTRACTOR SHALL COORDINATE REMOVAL OF ALL FRANCHISE UTILITIES WITH THE RESPECTIVE UTILITY COMPANY.
- PROTECT/ADJUST UTILITY STRUCTURES WITHIN THE RIGHT OF WAY.
- SIDEWALK REMOVAL SHALL BE TAKEN TO THE NEAREST JOINT.
- THE CONTRACTOR SHALL PROVIDE A CLEAN EDGE FOR ALL PAVEMENT REMOVAL WORK. COSTS FOR SAWCUTTING WORK SHALL BE INCLUDED AS PART OF PAVEMENT REMOVAL.

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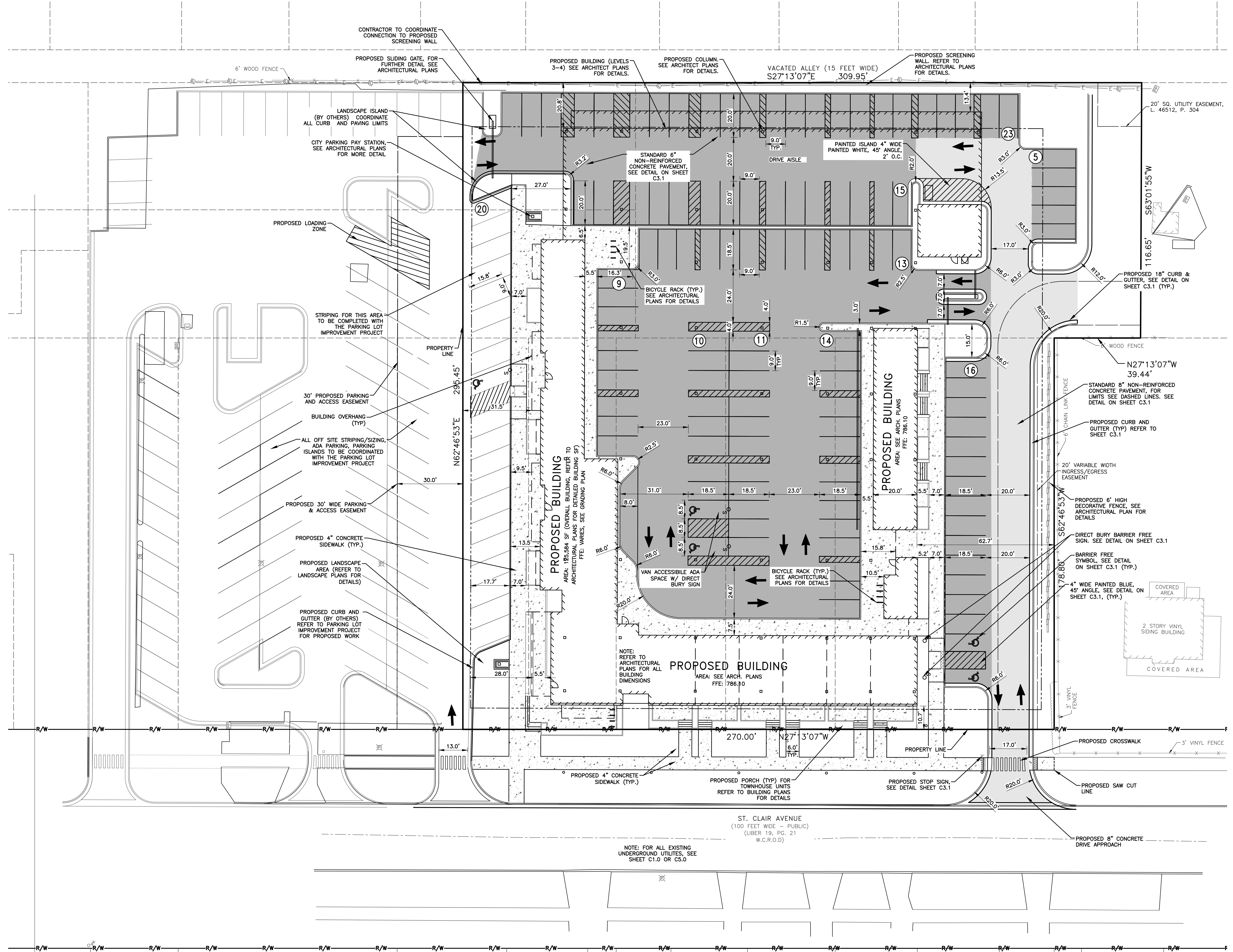
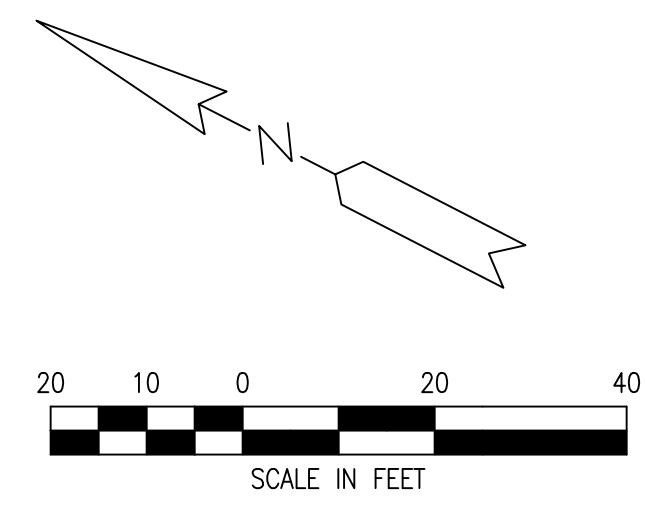
CITY CENTER APARTMENTS  
850-608 St. Clair Ave  
Grand Rapids, MI 49503

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**DEMOLITION PLAN**







**PROPOSED LEGEND**

- PROPERTY LINE
- EASEMENT LINE
- CANOPY LIMITS
- BUILDING LINE
- CURB AND GUTTER
- BUILDING WALL SCIENCE
- PARKING LOT LIGHT POLE
- SIGN AND SIGN POST
- BOLLARD
- PARKING COUNT
- ACCESSIBLE SYMBOL
- 4" CONCRETE (SIDEWALKS)
- 6" CONCRETE
- 8" CONCRETE
- PAINTED ISLAND

**SITE PLAN NOTES**

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL AGENCIES HAVE JURISDICTIONAL AUTHORITY'S REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB OR FACE OF THICKENED EDGE SIDEWALK UNLESS OTHERWISE NOTED ON THE PLANS.
3. PROVIDE ISOLATION JOINTS WHERE CONCRETE ABUTS EXISTING CONCRETE.
4. ALL PARKING LOT STRIPING SHALL BE IN ACCORDANCE WITH THE "MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". ALL STRIPING SHALL BE WATERBORNE PER MDOT SPECIFICATIONS AND ALL STRIPING SHALL BE 4" TRAFFIC YELLOW UNLESS OTHERWISE NOTED. ALL DIAGONAL STRIPING SHALL BE WHITE OR BLUE AT 2 FT ON CENTER, ON A 45° ANGLE UNLESS OTHERWISE NOTED. CONTRACTOR SHALL APPLY 2 COATS OF PAVEMENT MARKINGS, 1 MONTH APART.
5. ALL BARRIER FREE PARKING, SIGNAGE & STRIPING SHALL BE IN ACCORDANCE WITH MICHIGAN BARRIER FREE STANDARDS. DETECTABLE WARNING SURFACE SHALL BE INSTALLED AS REQUIRED BY MICHIGAN BARRIER FREE STANDARDS AT ALL RAMP AND OTHER LOCATIONS AS PROVIDED IN MICHIGAN BARRIER FREE STANDARDS. STRIPING SHALL BE WATERBORNE PAVEMENT MARKING PER MDOT SPECIFICATIONS, COLOR BLUE UNLESS OTHERWISE SPECIFIED.
6. PLACEMENT OF SLEEVES FOR ANY ELECTRIC SYSTEM SHALL BE COORDINATED WITH OWNER/ARCHITECT PRIOR TO BEGINNING CONSTRUCTION.
7. CONTRACTOR IS RESPONSIBLE FOR PROPER TRAFFIC CONTROL DURING CONSTRUCTION IN ACCORDANCE WITH THE "MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES".
8. SITE CONTRACTOR SHALL REFER TO LIGHTING PLANS FOR LIGHTING LOCATIONS AND FOUNDATIONS. SITE CONTRACTOR SHALL COORDINATE LOCATIONS OF ALL SITE LIGHTING AND CIRCUITRY PRIOR TO PLACING UTILITIES AND INSTALLING PAVEMENTS.
9. THERE WILL BE NO HAZARDOUS CHEMICALS BROUGHT ON OR STORED ON-SITE.
10. THERE WILL BE NO SMOKING ON THE PROPERTY AT ANYTIME.
11. THE SITE WILL HAVE A TRASH COMPACTOR. ALL TRASH SHALL BE WHEELED OUT TO THE STRIPED AREA FOR PICKUP ON TRASH DAYS.
12. LANDSCAPING, MECHANICAL AND PHOTOMETRIC PLANS SHALL BE SUBMITTED AT A LATER DATE.

**SITE DATA:**

**City Center Apartments**

**Site Data**

Existing Zoning: T-Transition  
P-Parking  
Proposed Use: Mixed Use/Residential and Retail

Max Lot Coverage (%): N/A  
Area per Dwelling Unit (Sft):  
Width (Ft):  
Max Building Height: Required 3', Proposed 4'  
Stories: 42', 59'  
Setbacks: Min. 15'\*\*, Max. 20', Provided 10.70'  
Side Yard: 5', 31.50', 94.2'  
Street: 20', NA  
Rear Yard: 25'\*\*\*, 13.40', 20.80'

Min. Floor area per dwelling unit (sft):	Studio	1BR	2BR	3BR	Townhouse
Proposed (sft):	500	600	700	900	NA
	NA	705-720	860-1,020	1,325-1,500	1,200-1,280

**NOTES:**

\*\* PER SUBSECTION F(5), THE SETBACK FROM ST. CLAIR SHALL BE NO MORE THAN 10'-0" AND NO MORE THAN 20'-0" FOR PERMITTED RESIDENTIAL USES.

\*\*\* PER SUBSECTION D, THE DISTANCE BETWEEN BUILDINGS OR BETWEEN ANY BUILDING AND THE NEAREST LOT LINE SHALL NOT BE LESS THAN THE HEIGHT OF THE BUILDING NOR LESS THAN 30 FEET, WHICHEVER IS GREATER, NO MORE THAN TEN PERCENT OF THE REQUIRED DISTANCE SHALL BE USED FOR OFF-STREET PARKING.

**PARKING REQUIREMENT CALCS:**

Parking Calculations

Type- Residential Terrace Dwelling Required	Proposed Units	Required Spaces
1-Bedroom: 1.5 spaces per unit	33	50
2-Bedroom: 1.5 spaces per unit	34	51
3-Bedroom: 2.0 spaces per unit	5	8
Townhouse: 1.5 spaces per unit	9	14
<b>Total Required Spaces</b>		<b>142</b>
<b>Total Provided Spaces</b>		<b>136</b>

Accessible Parking Spaces Required	Required	Provided
Accessible Parking Spaces Provided	1 space per 150 sf of usable floor space	5 3 Accessible +2 Van

Loading Zone	Required	Provided
	1 space for 2,000-5,000 usable floor space	1 space (12x15')

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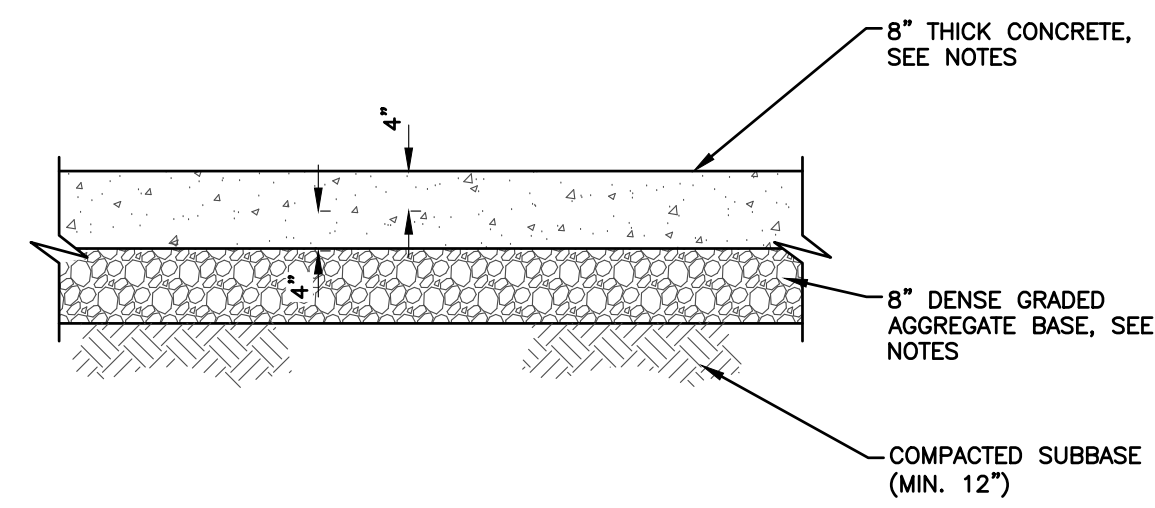
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**SITE PLAN**

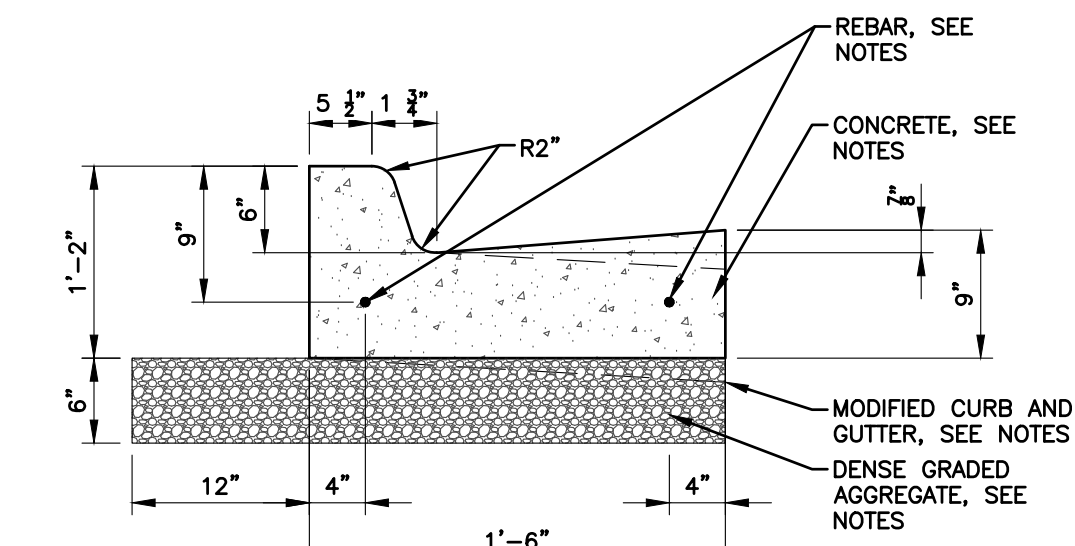




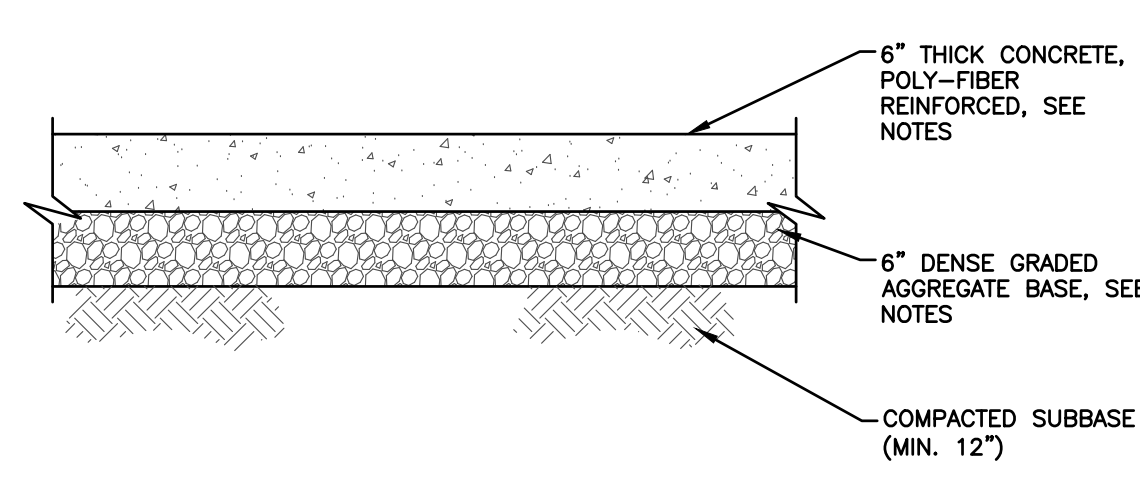


- REINFORCEMENT**
1. REINFORCEMENT SHALL NOT BE PLACED CLOSER THAN 9" FROM THE EDGE OF PAVEMENT OR THE EDGE OF A FINAL POUR.
  2. REINFORCEMENT FABRIC SHALL CONFORM TO ASTM A 185.
  3. WIRE FABRIC REINFORCEMENT SHALL LAY FLAT WHEN DELIVERED TO THE WORK AREA. THE USE OF SPACER BARS WILL BE REQUIRED FOR LIFTING BUNDLES OF REINFORCEMENT.
  4. THE ENDS OF THE WIRE FABRIC REINFORCEMENT SHEETS SHALL BE FASTENED IN AT LEAST TWO PLACES ON EACH END.
  5. THE WIRE FABRIC SHALL BE SUPPORTED BY 4" CHAIRS AT 2.0' O.C.

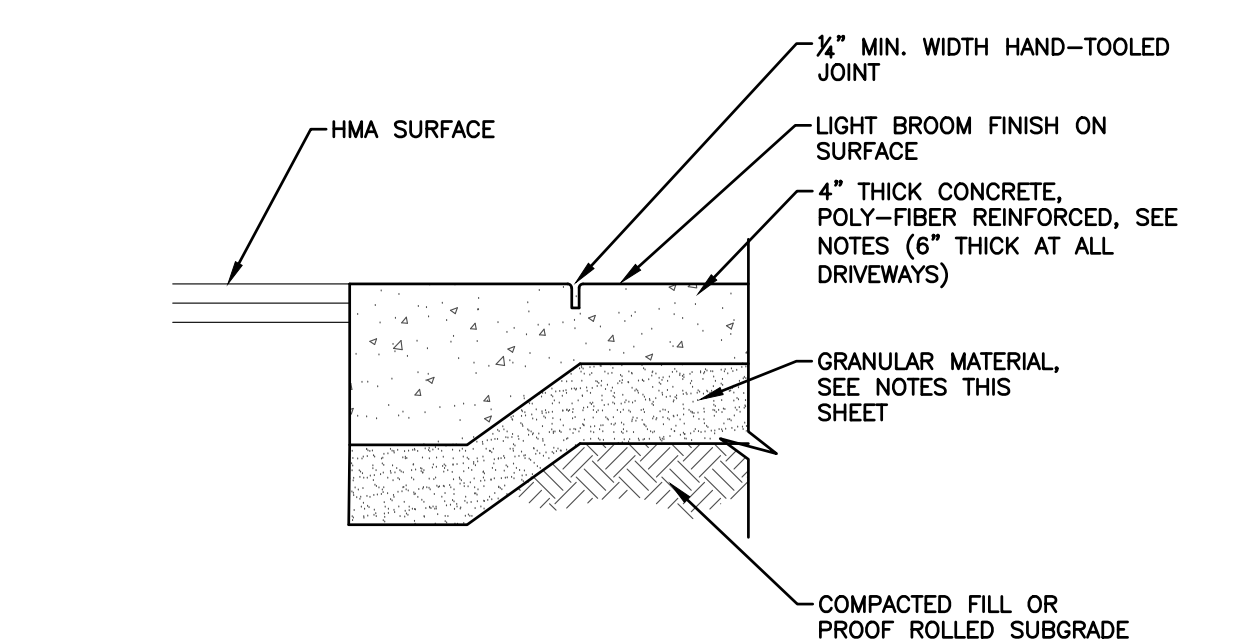
**8" CONCRETE SURFACE DETAIL**  
NOT TO SCALE



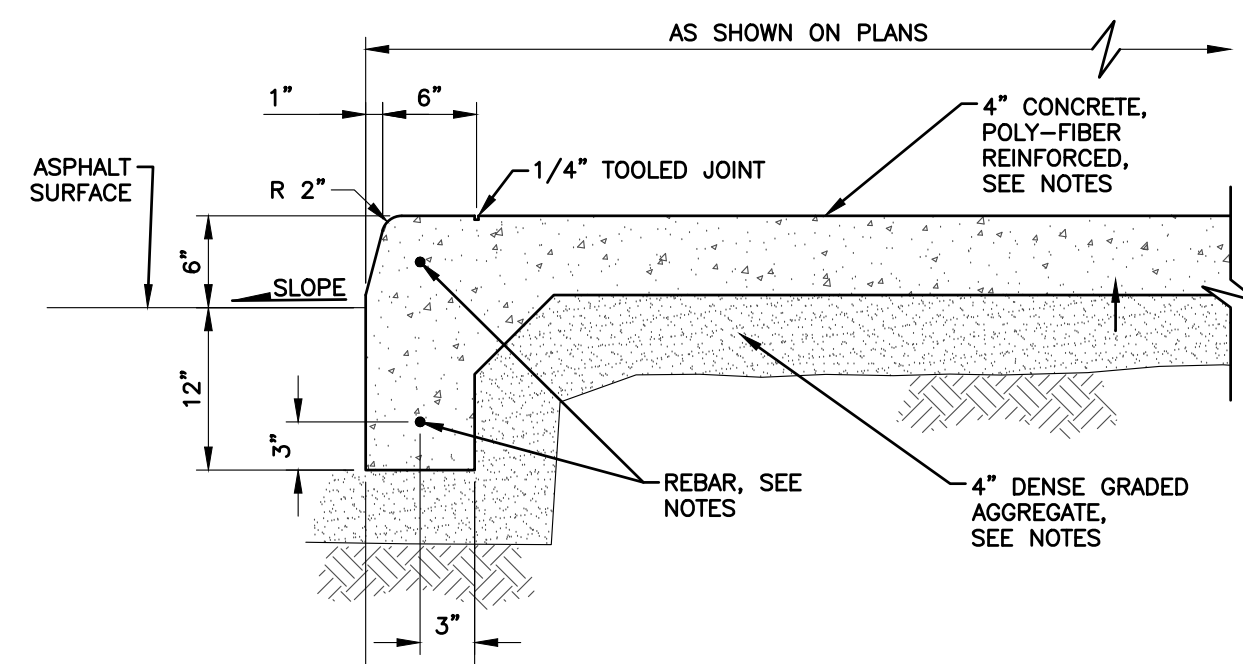
**18" STANDARD CURB & GUTTER DETAIL**  
NOT TO SCALE



**6" CONCRETE SURFACE DETAIL**  
NOT TO SCALE



**FLUSH THICKENED EDGE SIDEWALK DETAIL**  
NOT TO SCALE



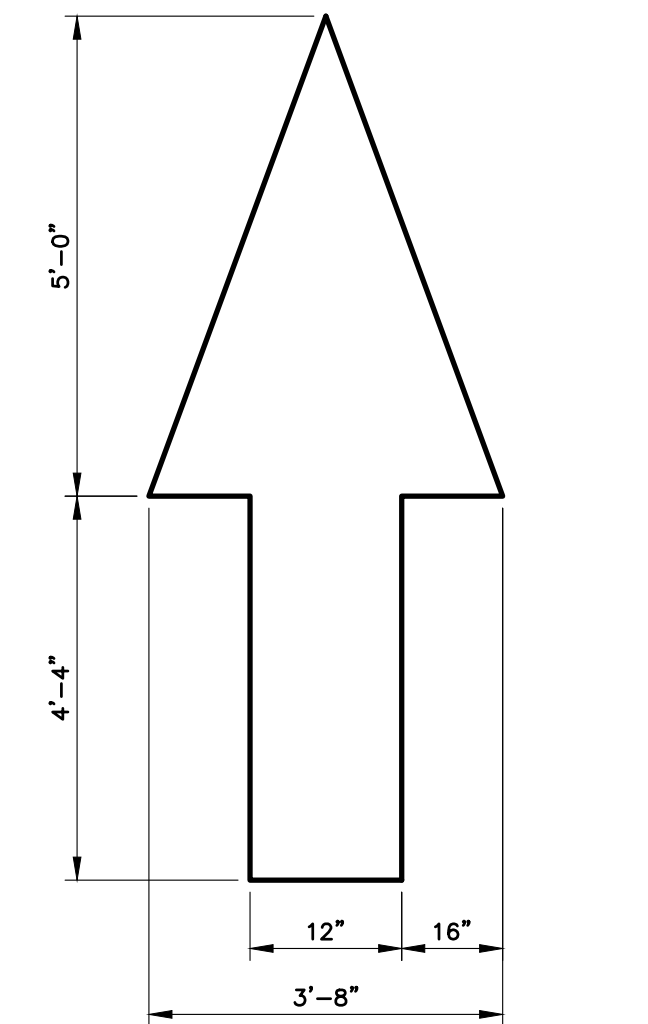
**CONCRETE WALK WITH THICKENED EDGE**  
NOT TO SCALE



**VAN**

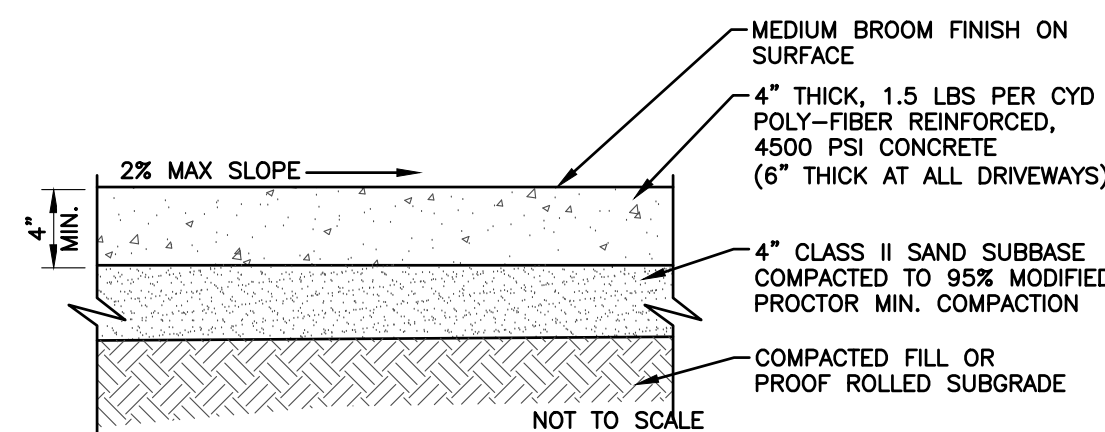
**BARRIER FREE SYMBOL DETAIL**

SYMBOL SHALL BE PAINTED BLUE AND TO THE CURRENT ADA DIMENSIONS FOR ACCESSIBLE PARKING STALLS



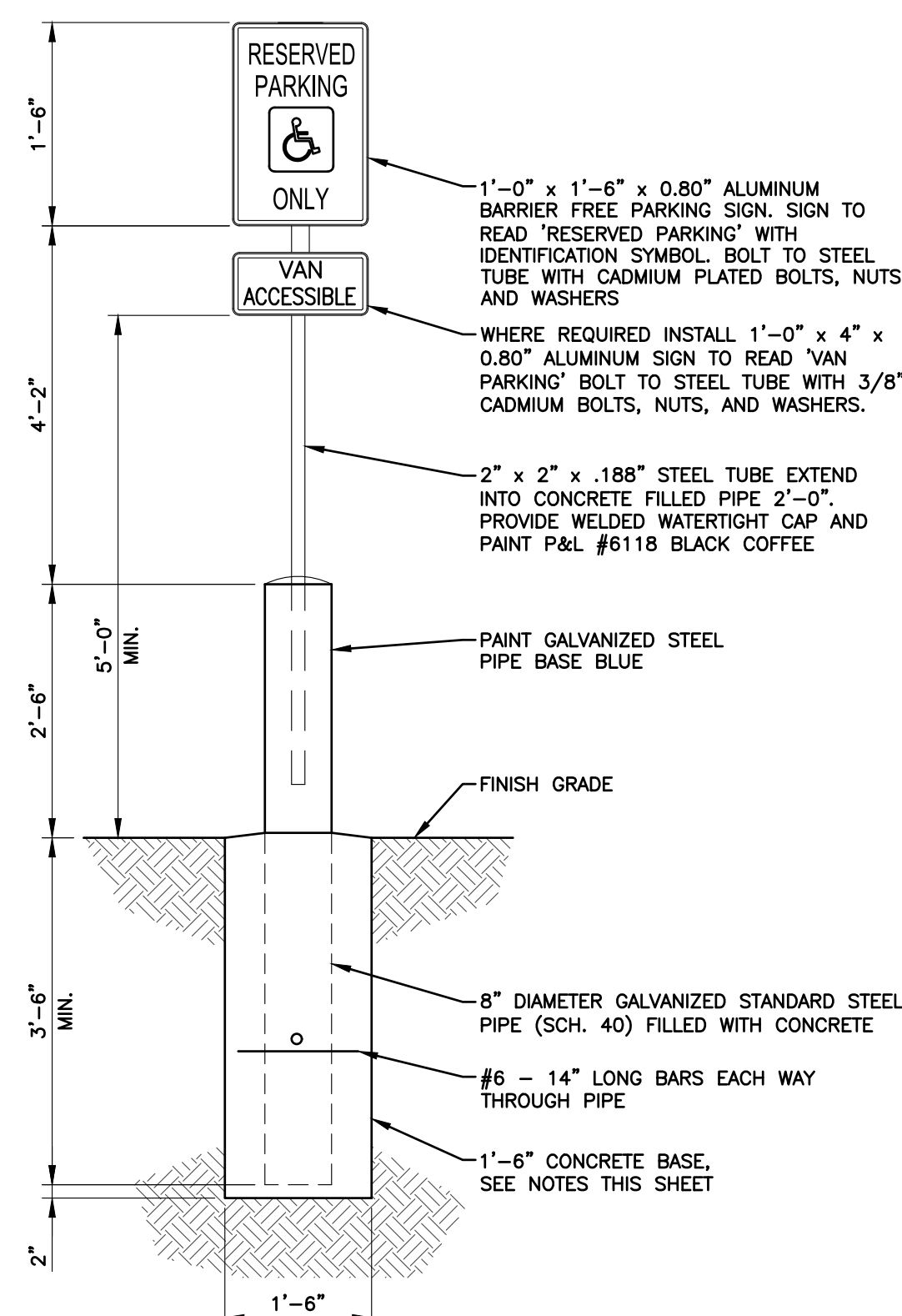
**PAINTED ARROWS**

NOTE: PAINT 2" BLACK OUTLINE AROUND ARROW AND LETTERS WHEN PLACED ON NATURAL COLOR CONCRETE



- NOTES:**
1. PROVIDE 1/4" INCH CONTROL JOINTS AT 4 FEET O.C. OR 12 FEET O.C. AND 1/2" INCH EXPANSION JOINTS AT 40 FEET O.C. FOR 4 FOOT WIDE SIDEWALKS, 50 FEET O.C. FOR 5 FOOT WIDE OR GREATER.
  2. WHEN SIDEWALK IS TO BE REMOVED AND/OR REPLACED WITH NEW SIDEWALK, IT IS TO BE SAW CUT AND REMOVED TO THE NEAREST EXPANSION JOINT.
  3. INSTALL 6" CONCRETE AT ALL PROPOSED ACCESSIBLE RAMPS.

**CONCRETE SIDEWALK DETAIL**  
NOT TO SCALE



ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES' LOCAL CODES AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

**BARRIER FREE SIGN DETAIL**  
NOT TO SCALE

**NOTES**

**CONCRETE NOTES**

1. ALL CONCRETE SHALL BE 4500 PSI CONCRETE MIX UNLESS OTHERWISE NOTED.
2. ALL POLY FIBER REINFORCED CONCRETE SHALL HAVE A MIX RATIO OF 1.5 LBS OF POLY FIBER PER 1.0 CYD OF CONCRETE.

**CONCRETE JOINTS**

1. THE CONTRACTOR MUST PREPARE A JOINTING PLAN AND SUBMIT TO ENGINEER AS A SHOP DRAWING FOR APPROVAL PRIOR TO PLACEMENT OF CONCRETE.
2. BEGIN SAW CUTS AFTER THE CONCRETE HAS HARDENED ENOUGH TO PERMIT SAWING WITH OUT RAVELING OR MOVING AGGREGATES.
3. IF CRACKS DEVELOP AHEAD OF A SAW, STOP SAWING THAT JOINT. LATER USE CRACK SAWS TO FORM JOINT SEALANT RESERVOIRS ALONG THE CRACK LINE.
4. JOINT SPACING:
  - A. MAXIMUM SLAB SIZE = 2 X SLAB THICKNESS (INCHES TO FEET), I.E.: 2 X 6 INCHES = 12 FEET - 15 FEET IS ABSOLUTE MAX.
  - B. RECOMMENDED MAXIMUM JOINT SPACING (SMALLER IS BETTER)
    - A. 4" SLAB: 6 FEET
    - B. 6" SLAB: 10 FEET
    - C. 8" SLAB: 14 FEET
    - D. 9" SLAB: 15 FEET

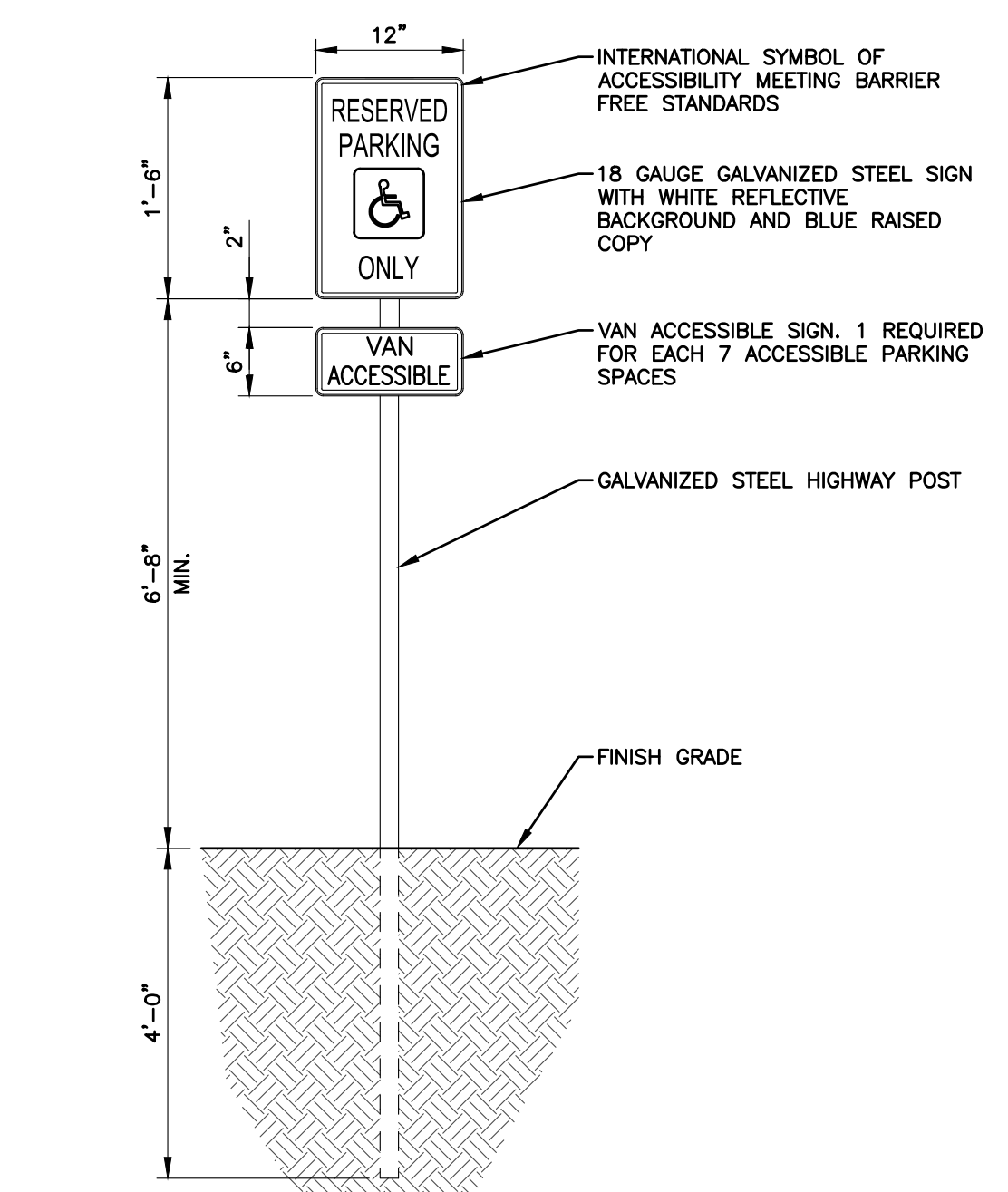
5. SAWCUT JOINTS SHALL BE CONTINUOUS ACROSS THE SLAB AND SHALL MATCH LOCATION OF JOINTS ON ABUTTING CONCRETE SLABS.
6. CONTRACTOR SHALL PROVIDE ISOLATION/EXPANSION JOINTS BETWEEN SLABS OR AT STRUCTURES.
7. THE CONTRACTOR SHALL PROVIDE CONSTRUCTION JOINTS AT EDGE OF POURS OR FORM LINES.
8. THE CONTRACTOR SHALL PROVIDE CONTRACTION JOINTS (SAW CUTS OR TOOLED) EQUALLY SPACED AS IDENTIFIED IN NOTE 4 THIS SHEET.

**MATERIALS**

1. GRANULAR MATERIAL - MDOT CLASS II SAND
2. OPEN GRADED AGGREGATE - MDOT 6A OR AASHTO #57
3. DENSE GRADED AGGREGATE - MDOT 21AA CRUSHED LIMESTONE
4. CONTRACTOR CAN USE EXISTING CRUSHED SITE CONCRETE/ASPHALT AS AGGREGATE BASE MATERIAL. CONTRACTOR SHALL INCREASE BASE THICKNESS BY 25%.

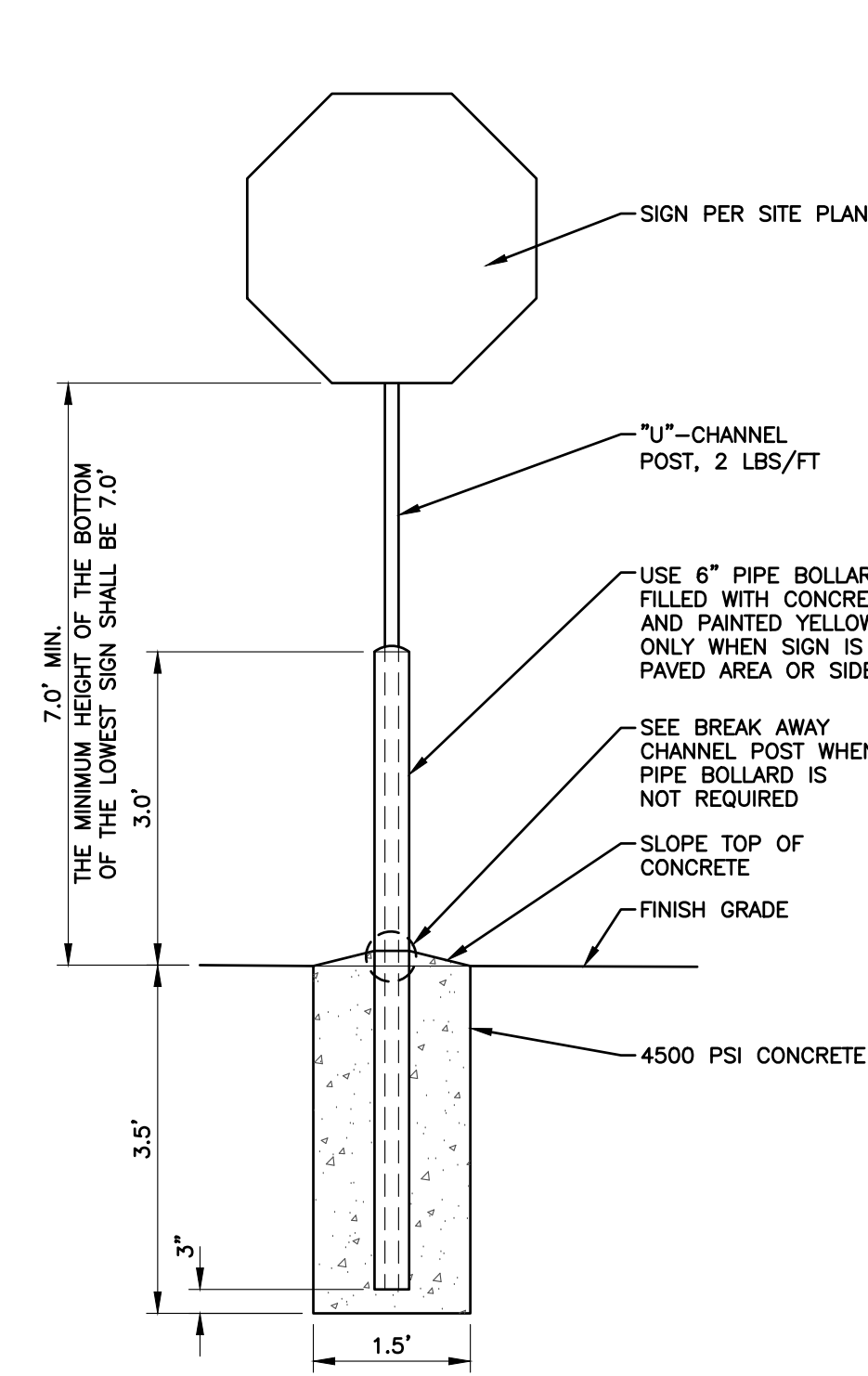
**PAVEMENT CONSTRUCTION NOTES**

1. EARTHWORK AND PAVEMENT CONSTRUCTION MUST BE PERFORMED IN ACCORDANCE WITH THE 2020 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
2. EARTHWORK AND PAVEMENT CONSTRUCTION IS RECOMMENDED DURING THE SUMMER MONTHS OF JUNE THROUGH SEPTEMBER. SUMMER CONDITIONS ARE PREFERRED TO REDUCE THE POTENTIAL FOR DISTURBANCE OF THE SUBGRADE SOILS DUE TO RELATIVELY COLD TEMPERATURES AND PRECIPITATION.
3. REMOVE ANY EXISTING TOPSOIL, EXISTING UNSUITABLE FILL, ORGANIC SOILS, AND OTHER UNDESIRABLE MATERIALS TO EXPOSE A SUITABLE SUBGRADE. TREE ROOTS MUST BE REMOVED.
4. EXCAVATE TO THE DEPTH OF THE FINAL SUBGRADE ELEVATION TO ALLOW FOR GRADE CHANGES AND THE PLACEMENT OF THE RECOMMENDED PAVEMENT SYSTEM.
5. THE TOP 12 INCHES OF THE EXPOSED SUBGRADE AS WELL AS INDIVIDUAL ENGINEERED FILL LAYERS SHALL BE COMPACTED TO ACHIEVE A MINIMUM OF 95 PERCENT OF THE MAXIMUM MODIFIED PROCTOR DRY DENSITY. MANIPULATE THE MOISTURE CONTENT TO WITHIN (PLUS OR MINUS) 2 PERCENTAGE POINTS OF OPTIMUM MOISTURE.
6. THE FINAL SUBGRADE SHALL BE THOROUGHLY PROOFROLLED USING A LOADED TANDEM AXLE TRUCK UNDER THE OBSERVATION OF A GEOTECHNICAL/PAVEMENT ENGINEER. REMOVE AND REPLACE LOOSE OR YIELDING AREAS THAT CANNOT BE MECHANICALLY STABILIZED WITH ENGINEERED FILL OR AS DICTATED BY FIELD CONDITIONS AND RECOMMENDED BY A GEOTECHNICAL/PAVEMENT ENGINEER.
7. THE SAND SUBBASE AND AB SHALL BE COMPACTED TO ACHIEVE A MINIMUM OF 95 PERCENT OF THE MAXIMUM MODIFIED PROCTOR DRY DENSITY. THE BASE AND SUBGRADE COMPACTION MUST EXTEND A MINIMUM OF 12 INCHES BEHIND THE PAVED EDGE OR BACK OF NEW CONCRETE CURB. BACKFILL BEHIND UNSUPPORTED CONCRETE CURBS AND GUTTERS TO PROVIDE LATERAL RESISTANCE.
8. ALL BITUMINOUS MATERIAL SHALL BE COMPACTED TO A DENSITY OF 94 TO 97 PERCENT OF THE THEORETICAL MAXIMUM DENSITY AS DETERMINED BY THE RICE METHOD.
9. A BOND COAT OF SS-1H EMULSION IS REQUIRED BETWEEN THE LEVELING COURSE AND THE WEARING COURSE. THE BOND COAT MUST BE APPLIED IN A UNIFORM MANNER OVER THE SURFACE AT A RATE OF 0.1 GALLONS/S.Y.
10. PERFORMANCE GRADE PG58-28 ASPHALT CEMENT SHALL BE USED IN THE PRODUCTION OF ALL BITUMINOUS MIXTURES. THE AMOUNT OF RAP MUST BE LIMITED TO 30 PERCENT FOR LEVELING COURSE LAYERS. RAP MUST BE LIMITED TO 15 PERCENT IN THE WEARING COURSE.
11. FINAL PAVEMENT ELEVATIONS SHALL BE SO DESIGNED TO PROVIDE POSITIVE SURFACE DRAINAGE. A MINIMUM SURFACE SLOPE OF 1.5 PERCENT IS RECOMMENDED. PER THE 2015 MDC, IMPERVIOUS SURFACES WITHIN 10 FEET OF BUILDING FOUNDATIONS SHALL BE SLOPED A MINIMUM OF 2 PERCENT AWAY FROM THE BUILDING.
12. INSTALL INTERCEPTOR DRAINS ALONG THE PERIMETER OF PAVED AREAS WHERE RUNOFF FROM HIGHER GROUND WOULD FLOW TOWARDS THE PAVEMENT. FINGER DRAINS MUST BE INSTALLED AT CATCH BASINS AND GUTTER INLETS.
13. REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL RECOMMENDATIONS AND REQUIREMENTS.



ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES' LOCAL CODES AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

**DIRECT BURY BARRIER FREE SIGN DETAIL**  
NOT TO SCALE



**SITE SIGN BASE DETAIL**  
NOT TO SCALE

**NOT TO BE USED FOR CONSTRUCTION DRAWINGS**

WADE TRIM JOB NO. IAR200601F



Integrated Architecture  
840 Ottawa Avenue NW  
Grand Rapids, MI 49503  
616.574.0220 P  
www.intarch.com

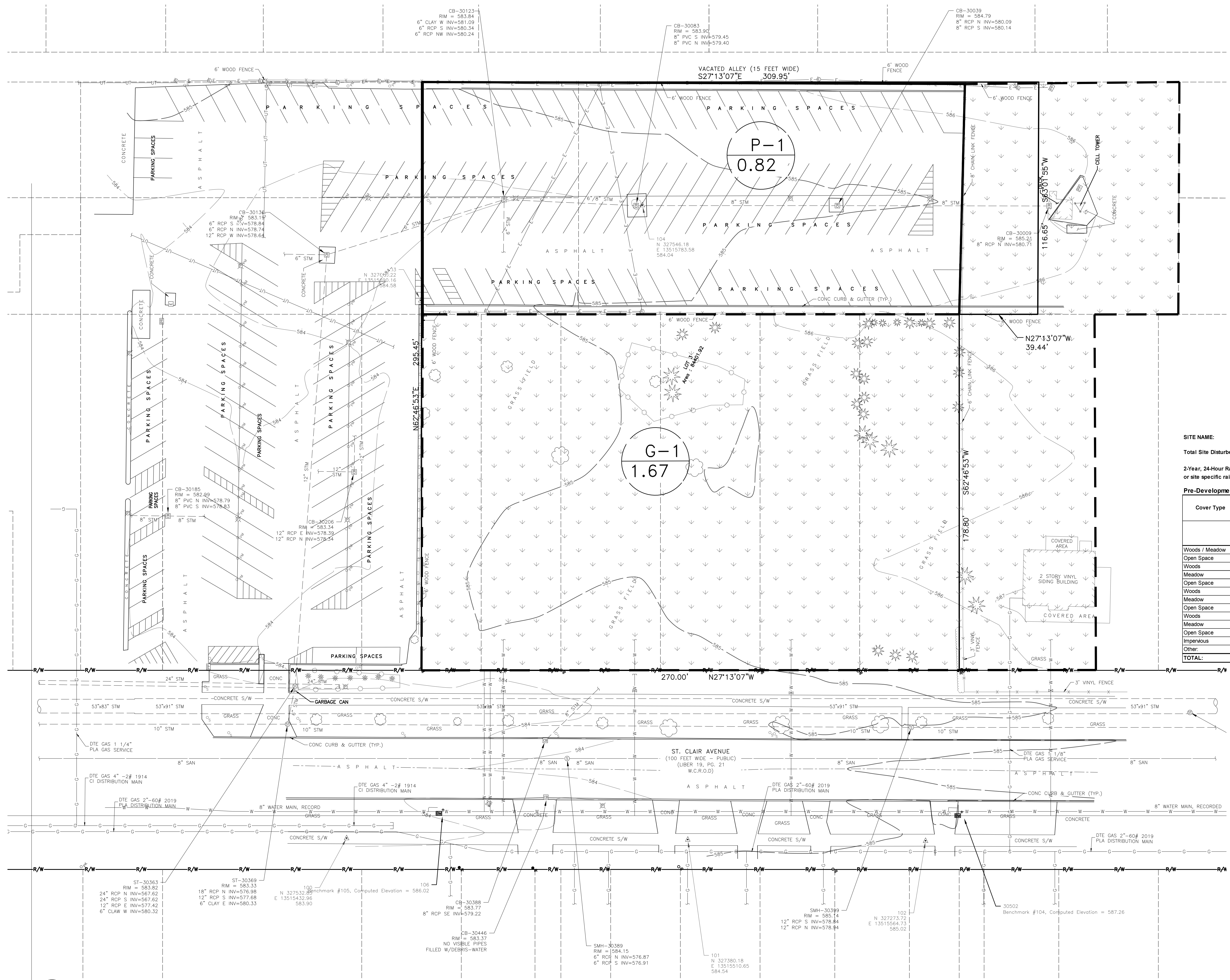
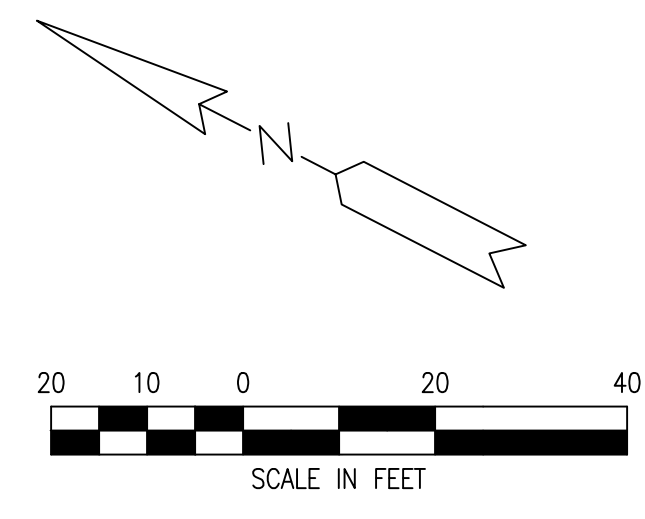
CITY CENTER APARTMENTS  
852-608 St. Clair Ave  
Grand Rapids, MI 49503

REVISIONS PER CITY	16 DECEMBER 2022
OWNER REVIEW	15 DECEMBER 2022
PUD REVIEW	05 DECEMBER 2022
Design	RAC/JC
PMP/PA	KPR
Drawn	RAC/JC
IA Project Number	20210711

**SITE PLAN DETAILS**







NOTE: EXISTING DRAINAGE CALCULATIONS ACCOUNT FOR CURRENT EXISTING CONDITIONS. NOT TRANSITIONAL CONDITIONS IN THE SURVEY.

**EXISTING LEGEND**

- DRAINAGE AREA BOUNDARY
- P-1  
0.045 PAVEMENT DRAINAGE AREA  
DRAINAGE AREA IN ACRES
- G-1  
0.045 GRASS DRAINAGE AREA  
DRAINAGE AREA IN ACRES
- GRASS AREA

**EXISTING DRAINAGE TABLE**

SURFACE	AREA (AC)
PERVIOUS (GRASS)	0.092
IMPERVIOUS (PAVEMENT)	2.541
<b>TOTAL</b>	<b>2.633</b>

**Calculations for Stormwater Runoff Volume Control**

SITE NAME: City Center Apartments  
 Total Site Disturbed Area: 2.1 acres  
 2-Year, 24-Hour Rainfall: 2.28 in (See Rainfall Tab for regional rainfall value or site specific rainfall event may be substituted with DNRE approval)

**Pre-Development Conditions**

Cover Type	Soil Type	Area (sf)	Area (ac)	CN (from TR-55)	S	Q Runoff <sup>1</sup> (in)	Runoff Volume <sup>2</sup> (ft <sup>3</sup> )
Woods / Meadow	A	0	0	30	23.3	0.27677817	0
Open Space	A	0	0	39	15.6	0.0510248	0
Woods	B	70567.2	1.62	55	8.2	0.34416834	259.7363428
Meadow	B	0	0	59	7.2	0.0818199	0
Open Space	B	0	0	61	6.4	0.13057686	0
Woods	C	0	0	70	4.3	0.34585824	0
Meadow	C	0	0	71	4.1	0.37675147	0
Open Space	C	0	0	74	3.5	0.47826175	0
Woods	D	0	0	77	3.0	0.5945079	0
Meadow	D	0	0	78	2.8	0.636804	0
Open Space	D	0	0	80	2.5	0.72713615	0
Impervious	N/A	35719.2	0.82	98	0.20	2.03228931	6049.31236
Other:		0	0			NA	NA
<b>TOTAL:</b>	<b>N/A</b>	<b>106286.4</b>	<b>2.4</b>	<b>N/A</b>	<b>N/A</b>	<b>NA</b>	<b>6,309</b>

**NOT TO BE USED FOR CONSTRUCTION DRAWINGS**

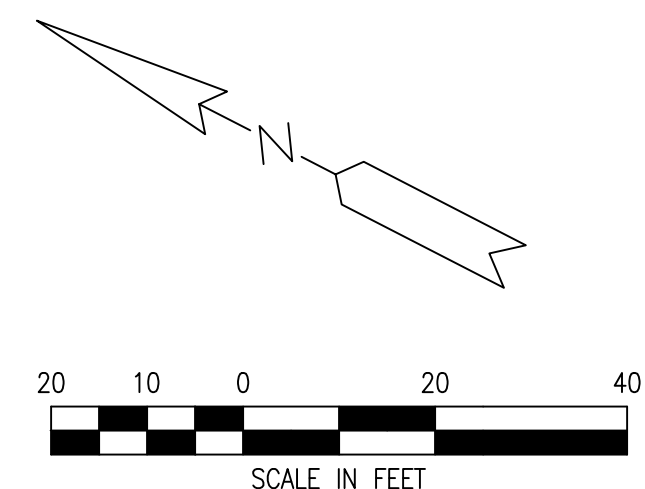
WADE TRIM JOB NO. IAR200601F

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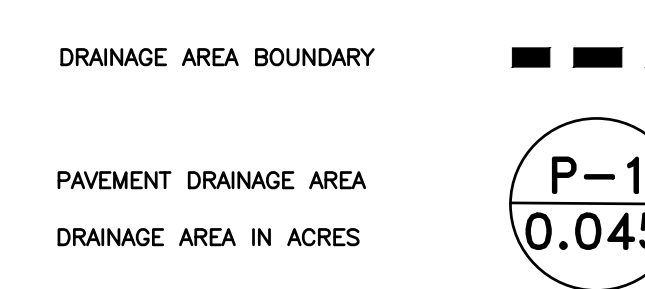
**EXISTING DRAINAGE PLAN**





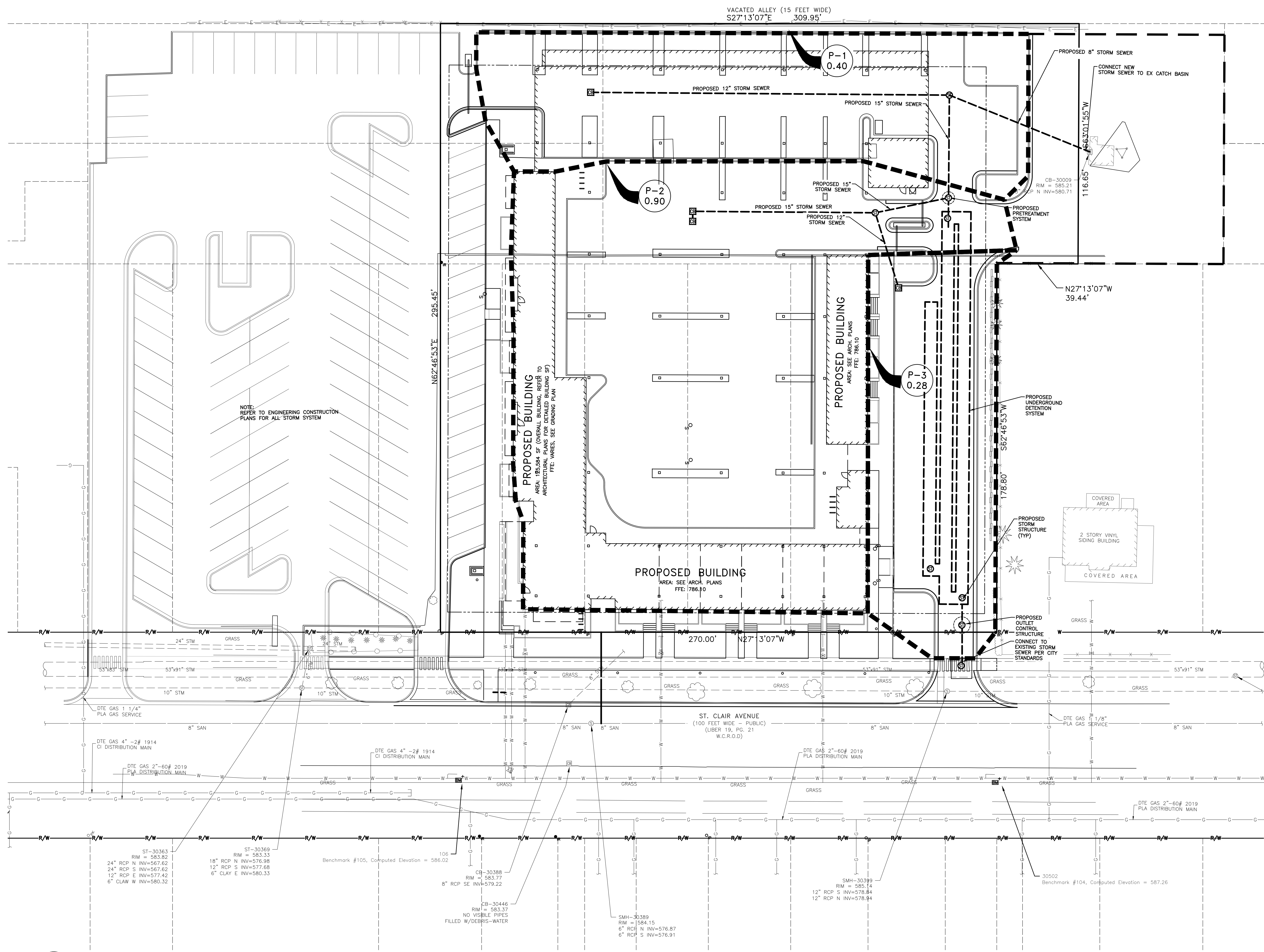


**PROPOSED LEGEND**



**PRELIMINARY TEN YEAR DETENTION CALCULATIONS**

Site Drainage Data			
Total Area (A):	91,500.00 sft 2.10 acres		
Grassed Area (Pervious):	0.30		
Building and Paved Area (Impervious):	1.80		
Weighted Coefficient of Runoff (C):	0.86		
<b>Runoff Coefficients</b>			
Roofs/Asphalt or concrete pavements	0.95		
Hydraulic Group B (4%-8% slopes)	0.30		
<b>Flood Control Storage Volume</b>			
10-year allowable outlet rate	0.32 cfs/acre		
$Q_o = 0.15cfs/ac \times A$			
<b>Maximum allowable discharge</b>			
$Q_o = Q_o \times (A \times C)$	0.17 cfs		
<b>Storage Time</b>			
$T_{10} = (-19.9) + (4530/Q_o)^{0.5}$	140.99 min		
<b>Maximum Detention storage volume per AC/IMP.</b>			
$V_{10} = [(9.108 \times T_{10}) / (T_{10} + 19.9)] - 40 \times Q_o \times T_{10}$	6.995 cfs/ac		
<b>Maximum Storage Volume (required)</b>			
$V_1 = V_{10} \times A \times C$	12,594 cft		
<b>First Flush Volume (Pretreatment)</b>			
$V_{FF} = 1815 \times A \times C$	93,294 cft		
<b>Average Allowable First Flush outflow rate (24 hr)</b>			
$Q_{out,FF} = V_{FF} / 86400$	1.08 cfs		
<b>Orifice Channel Protection Rate control (V10) Orifice</b>			
<b>Average Discharge Rate (48 hour period)</b>			
$Q_{ave} = V_1 / 172800$	0.07 cfs		
<b>Average Head (10yr Storage)</b>			
Top of 72" Storage Pipe	583 ft		
$H_{10}$	6		
$H_{ave} = H_{10} / 2$	3 ft		
<b>Extended Detention Orifice Area</b>			
$a = Q_{ave} / (0.62 \times \sqrt{2 \times g \times H_{ave}})$	0.0085 sft		
<b>Extended Detention Orifice Diameter</b>			
$d = 12 \times \sqrt{a \times (a/\pi)}$	1.25 in		
<b>Standpipe Restriction Hole Diameter</b>			
Standpipe Restriction Hole Area	0.00965 sft		
Number of Restriction Holes	1		
Total Restriction Hole Area	0.00965 sft		
<b>Actual Discharge</b>			
$Q = 0.62 \times a \times \sqrt{2 \times g \times H_{ave}}$	0.08 cfs		
<b>Drain time</b>			
$T = V_1 / Q$	42.08 hrs		
<b>Provided Storage</b>			
Pipe Size (Diameter)	Area (sft)	L (Ft)	Vol (Cft)
6" Diameter Storage	28.3	460	13018
<b>Storage Provided</b>		13,018 cft	
<b>Storage Required</b>		12,594 cft	



NOTE: REFER TO ENGINEERING CONSTRUCTION PLANS FOR ALL STORM SYSTEM

PROPOSED BUILDING  
AREA: SEE ARCH. PLANS  
FFE: 786.10

PROPOSED BUILDING  
AREA: SEE ARCH. PLANS  
FFE: 786.10

PROPOSED BUILDING  
AREA: SEE ARCH. PLANS  
FFE: 786.10

ST. CLAIR AVENUE  
(100 FEET WIDE - PUBLIC)  
(LIBER 19, PG. 21  
W.C.R.O.D.)

**NOT TO BE USED FOR CONSTRUCTION DRAWINGS**

WADE TRIM JOB NO. IAR200601F

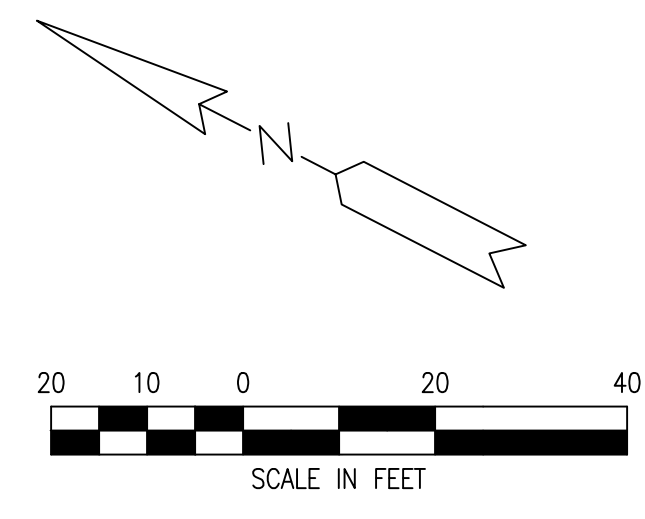
REVISIONS PER CITY

16 DECEMBER 2022	OWNER REVIEW
15 DECEMBER 2022	PUD REVIEW
05 DECEMBER 2022	Design RAC/JC
	PMP/PA KPR
	Drawn RAC/JC
	IA Project Number 20210711

**DRAINAGE PLAN**

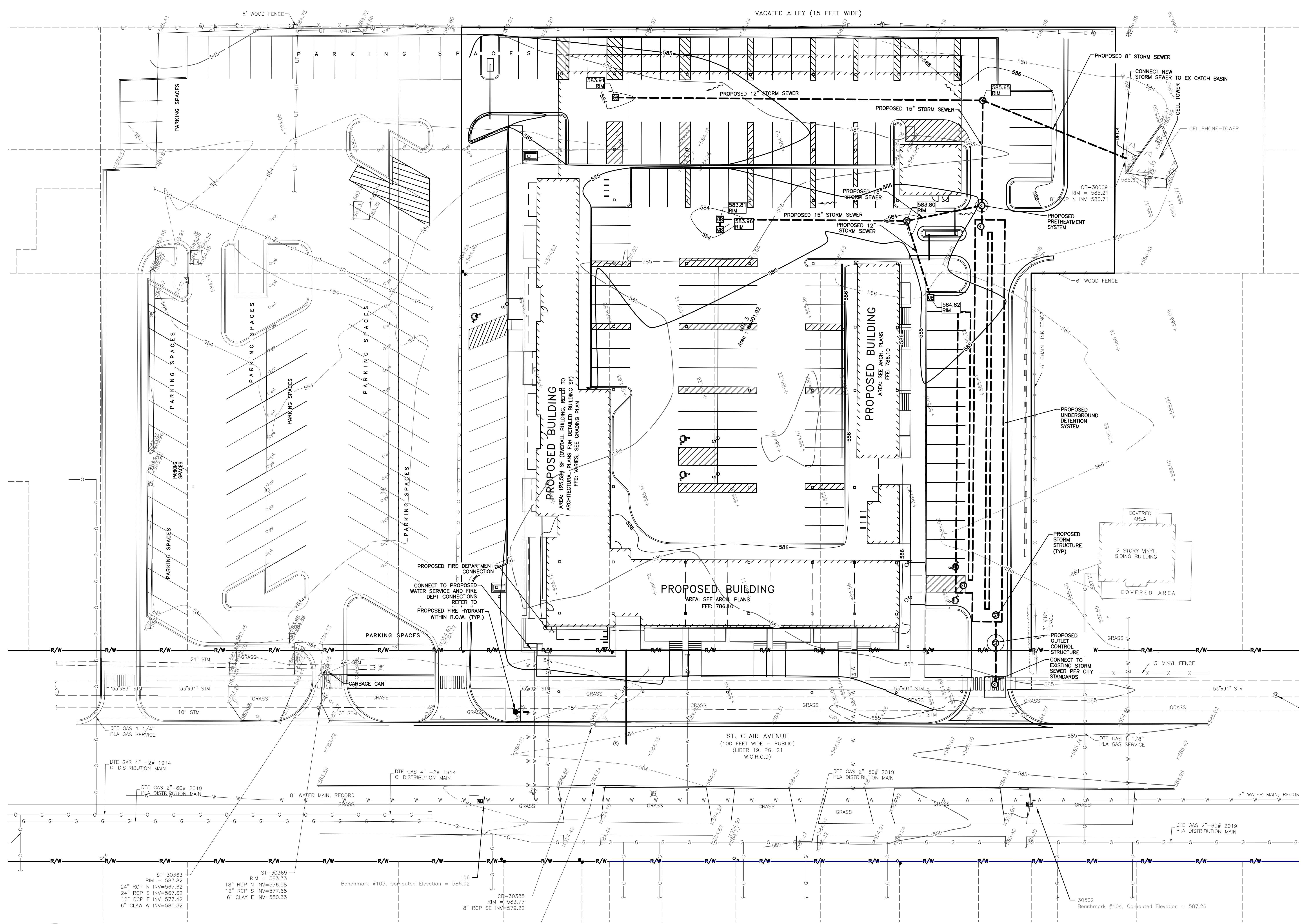






**PROPOSED LEGEND**

- CURB ELEVATION  
WHERE: T = TOP OF CURB  
C = CUTTER OR PAWT. 100.50 T  
100.00 C
- THICKENED EDGE WALK ELEV.  
WHERE: T = TOP OF WALK  
P = PAVEMENT 100.50 T  
100.00 P
- WALL ELEVATION  
WHERE: TOW = TOP OF WALL  
BOW = BOTTOM OF WALL 100.50 TOW  
100.00 BOW
- SPOT ELEV. 100.00  
100.50
- WHERE XXX IS ONE OF THE FOLLOWING:  
TOP OF CONCRETE ELEV. TOC  
RIM ELEV. RIM  
MATCH EXISTING ELEV. MATCH  
TOP OF PAVEMENT ELEV. T/P  
TOP OF BANK ELEV. TOB  
TOE OF SLOPE ELEV. TOE  
FINISH FLOOR ELEV. FFE
- DRAINAGE SLOPE 1.0%
- MAJOR CONTOUR 100
- MINOR CONTOUR 101
- STORM CATCH BASIN CB
- STORM CURB INLET CI
- STORM SEWER LINE SS
- HIGH POINT H.P.
- DRAINAGE SWALE DS



ST-30363  
RIM = 583.82  
24" RCP N INV=567.62  
24" RCP S INV=567.62  
12" RCP E INV=577.42  
6" CLAW W INV=580.32

ST-30369  
RIM = 583.33  
18" RCP N INV=576.98  
12" RCP S INV=577.68  
6" CLAY E INV=580.33

Benchmark #105, Computed Elevation = 586.02

CB-30358  
RIM = 583.77  
8" RCP SE INV=579.22

106

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IA Project Number	20210711

**GRADING PLAN**







CITY CENTER APARTMENTS  
582-606 ST. CLAIR, GROSSE POINTE

CURRENT DESIGN PACKAGE, CONCEPTUAL  
12. 06. 2022

T A B L E . O F . C O N T E N T S

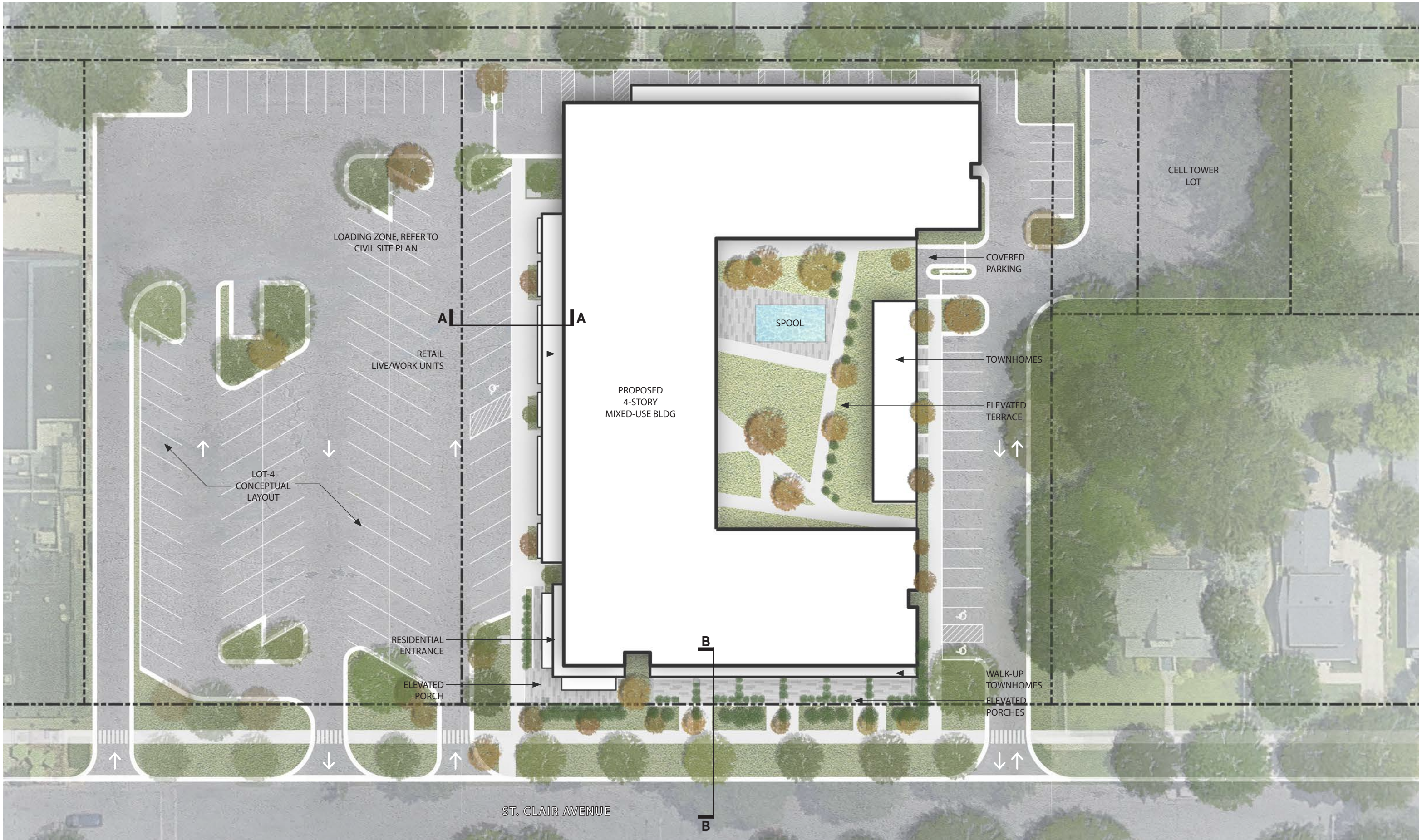
COMMUNITY ENGAGEMENT	2
SITE PLAN	3
ANNOTATED FIRST LEVEL BLOCK PLAN	4
SETBACKS DIAGRAM	5
UPPER FLOOR BLOCK PLANS	6 - 8
EXTERIOR RENDERINGS AND DIAGRAMS	9-14
ST. CLAIR LIGHTING DIAGRAM	15
BUILDING HEIGHT DIAGRAMS	16-17
ELEVATIONS	18-19



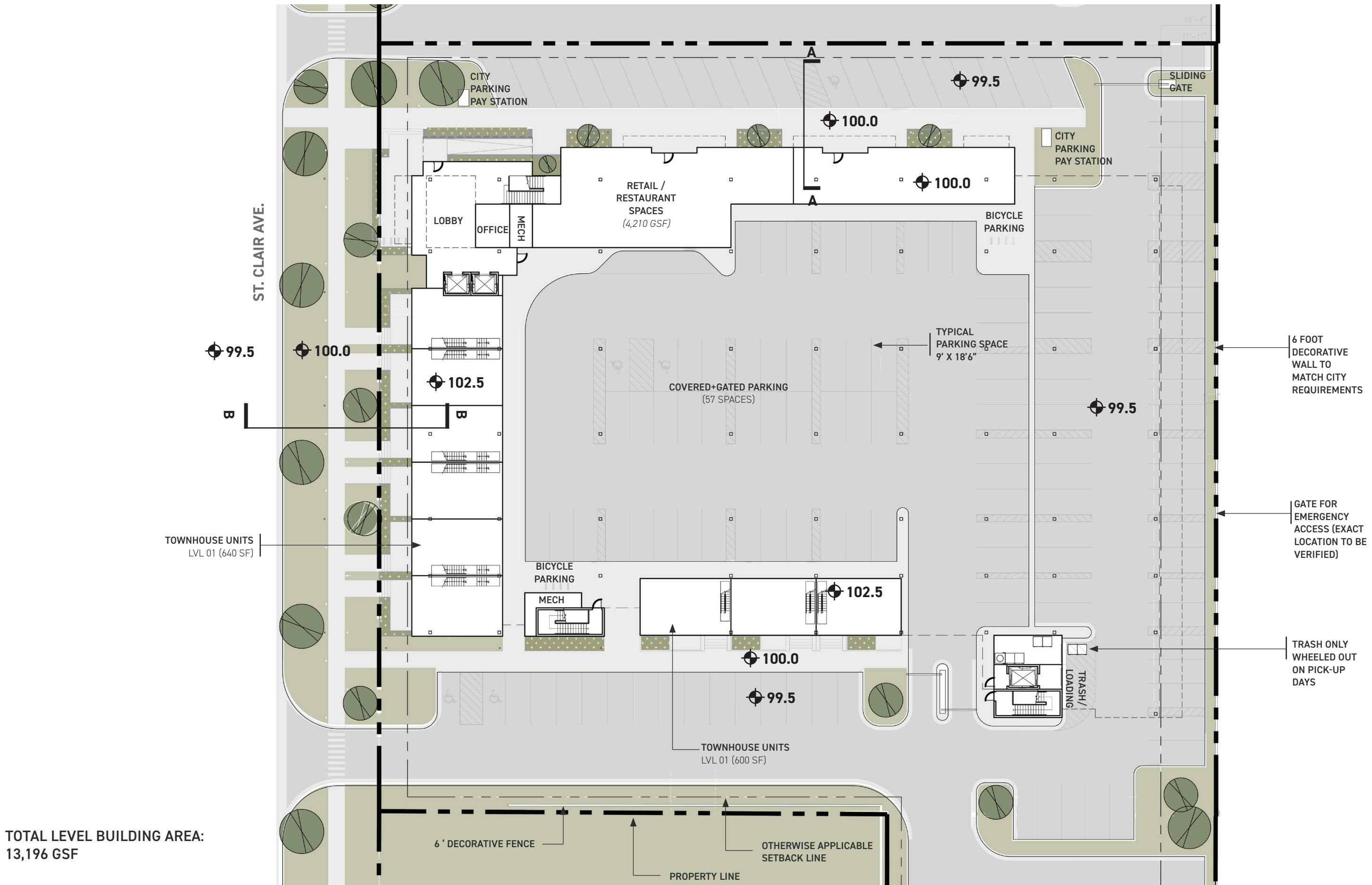


- “ Enhance walkability...
- “ Minimize curb cuts...
- “ Consider front porches/doors...
- “ Apartments are needed in the city, this is a good transition site...
- “ Like Brick/Stone...
- “ Be cognizant of noise...
- “ Retain street-front parking...
- “ Commercial is okay if fronting the parking, not the street...
- “ Like market rate direction...
- “ Consider front yard landscaping/trees...

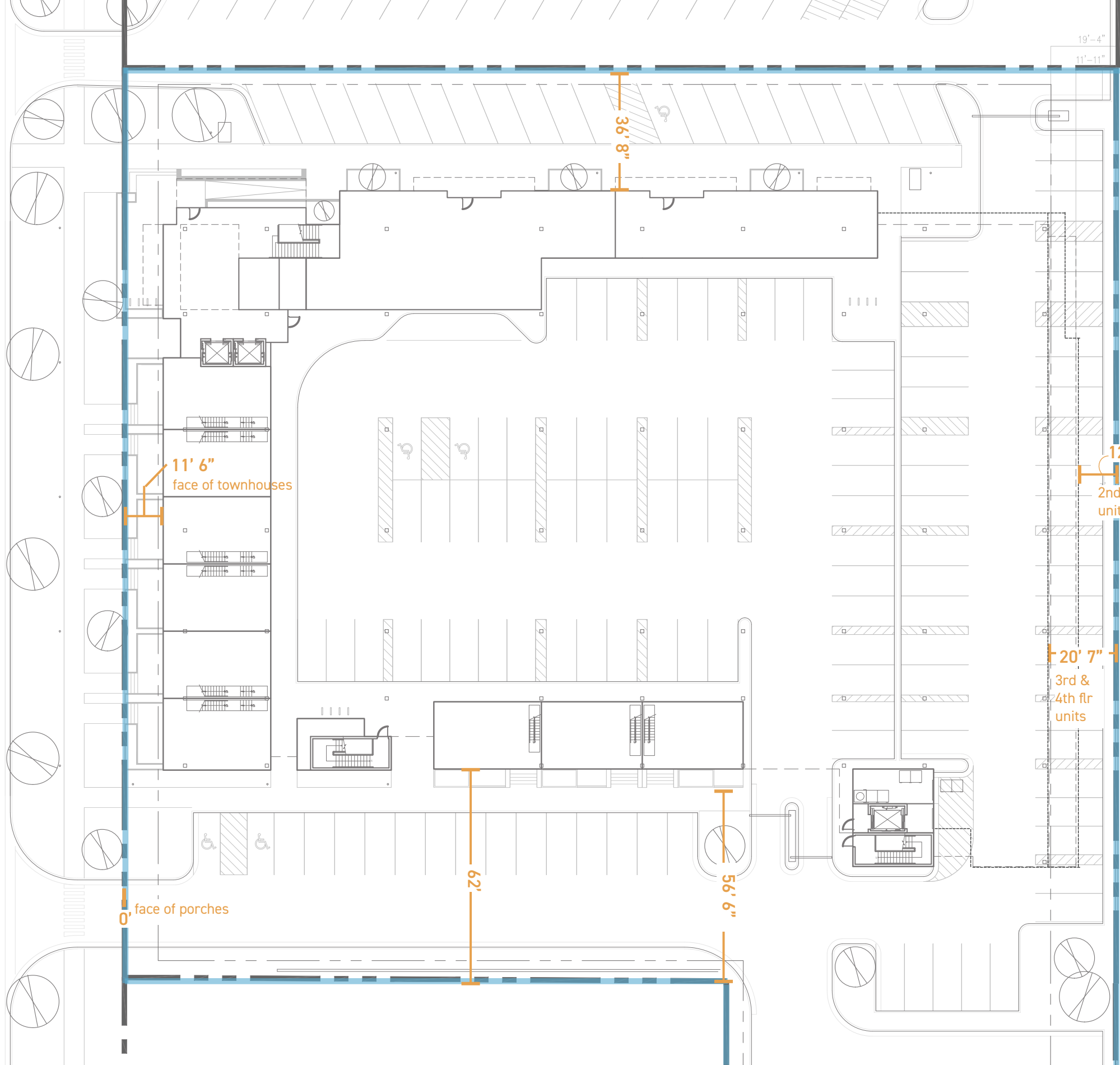








TOTAL LEVEL BUILDING AREA:  
13,196 GSF





	LVL 01	LVL 02	LVL 03	LVL 04	TOTAL	NOTES
TOWNHOUSE	9	-	-	-	9 (11%)	2-STORY UNITS (1,200-1,280 GSF)
1 BR UNIT	-	13	6	6	25 (32%)	(720 -760 GSF)
2 BR UNIT	-	6	16	16	38 (49%)	(1,120 -1,440 GSF)
3 BR UNIT	-	1	2	2	5 (6%)	(1,325-1,500 GSF)
<b>TOTAL</b>	<b>9</b>	<b>20</b>	<b>24</b>	<b>24</b>	<b>77</b>	

TOTAL GSF | 125,584 GSF

PARKING | 137 SPACES (1.70 SPACES/UNIT)



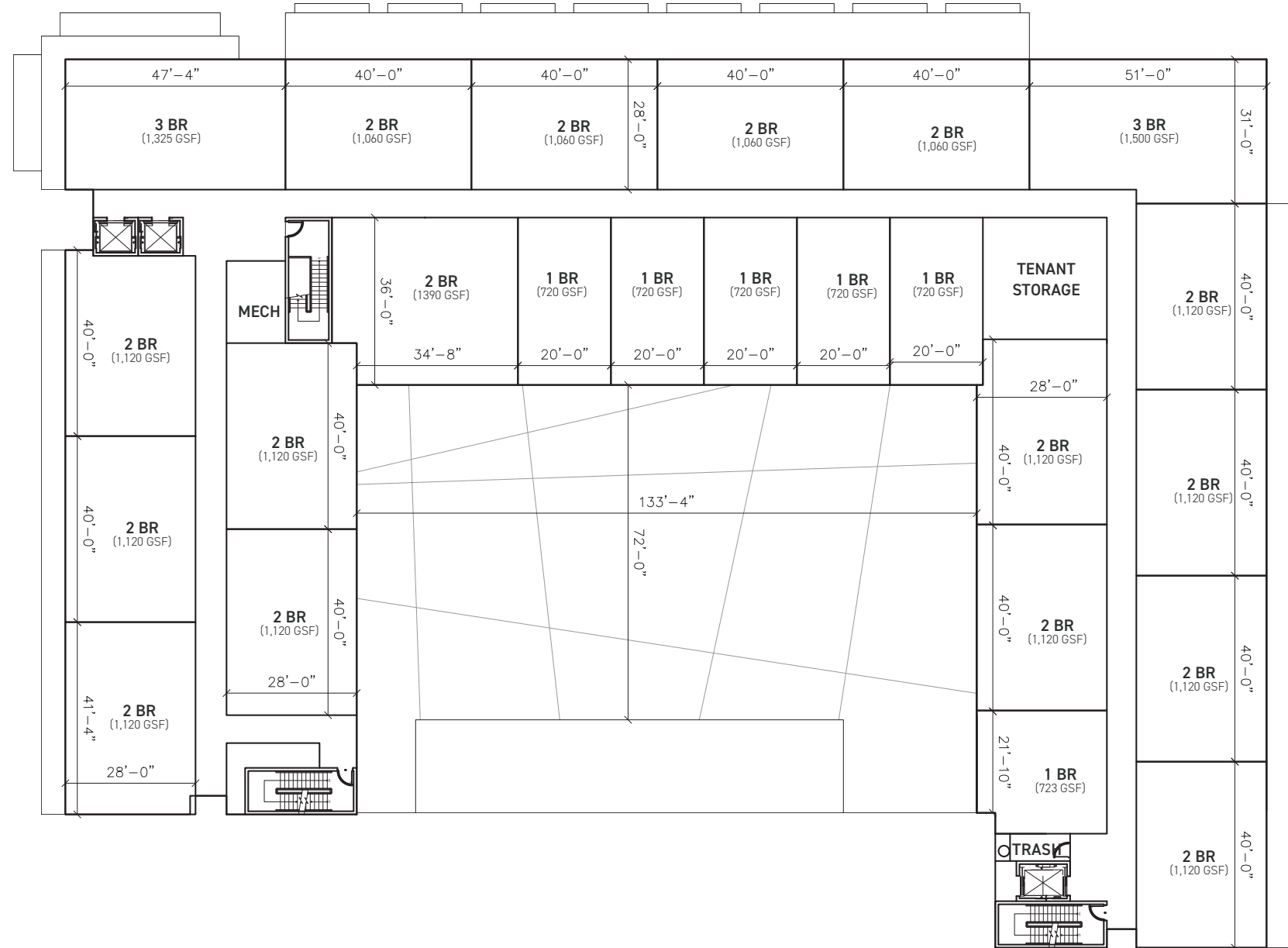
TOTAL LEVEL BUILDING AREA: 50,058 GSF



	LVL 01	LVL 02	LVL 03	LVL 04	TOTAL	NOTES
TOWNHOUSE	9	-	-	-	9 (11%)	2-STORY UNITS (1,200-1,280 GSF)
1 BR UNIT	-	13	6	6	25 (32%)	(720 -760 GSF)
2 BR UNIT	-	6	16	16	38 (49%)	(1,120 -1,440 GSF)
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TOTAL GSF | 125,584 GSF

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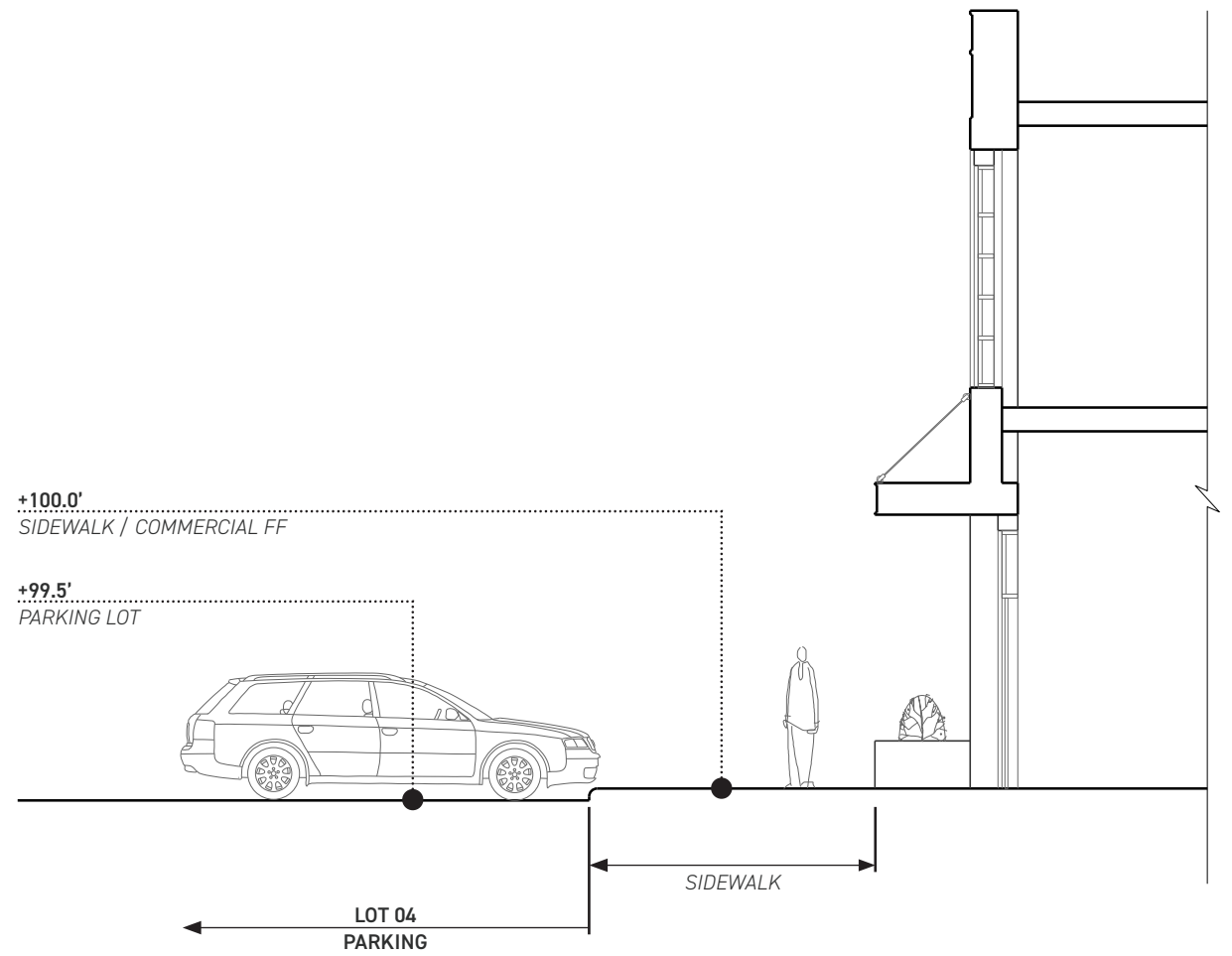


TOTAL LEVEL BUILDING AREA: 31,165 GSF





RETAIL FRONTAGE







ST. CLAIR ENTRANCE





RETAIL FRONTAGE





RETAIL FRONTAGE





LAKESIDE FACADE

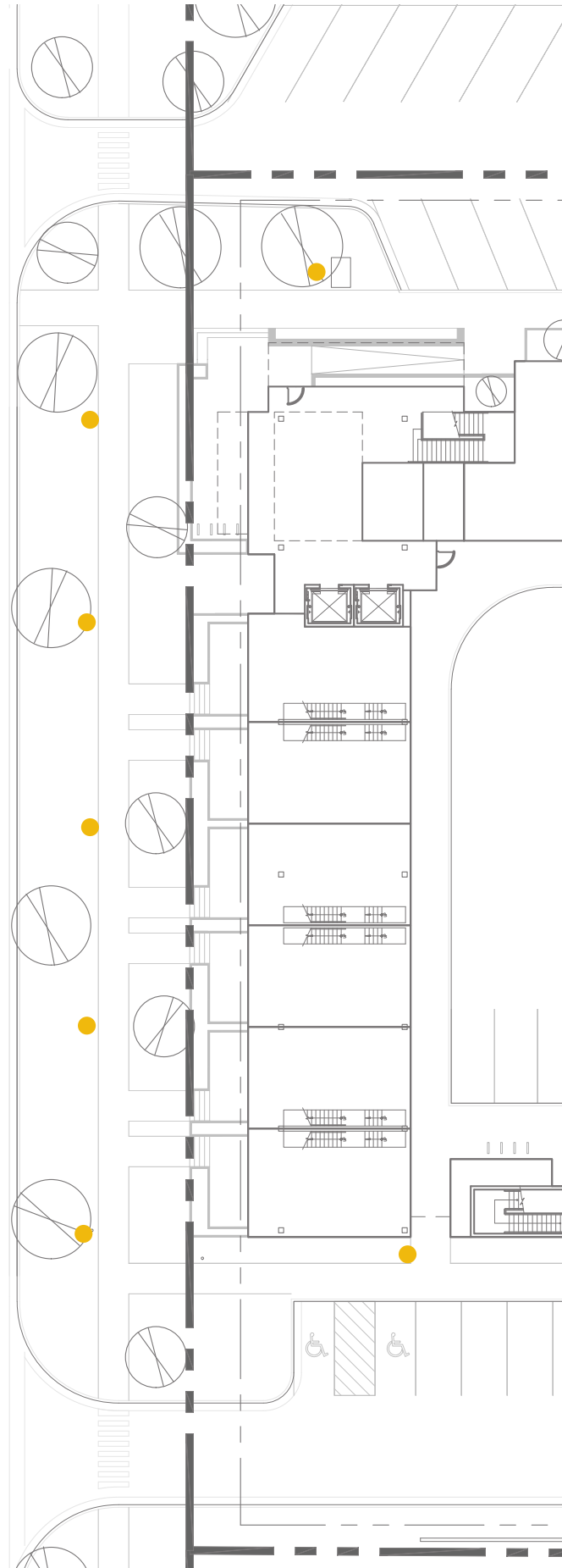




LAKESIDE AERIAL



ST. CLAIR AVE.



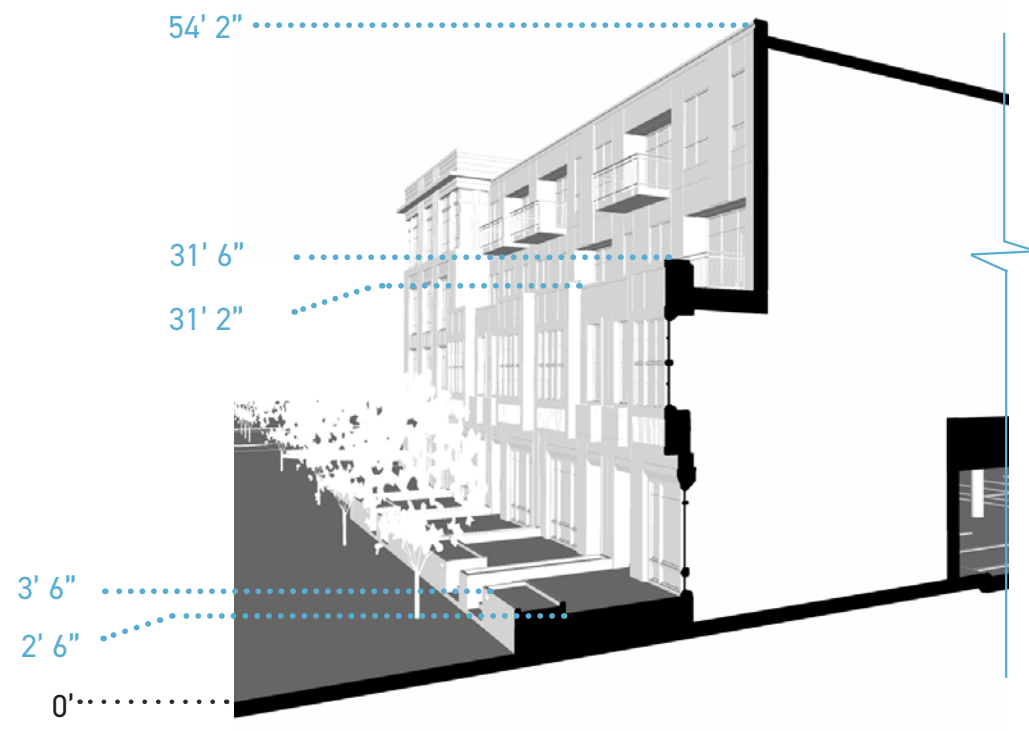
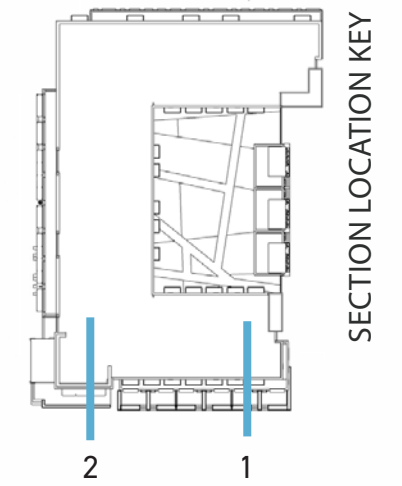
- LOW BOLLARD LIGHT
- BASIS OF DESIGN  
SIMPLE, CLEAN, MODERN
- Height: ~ 36"  
Width: ~ 5"



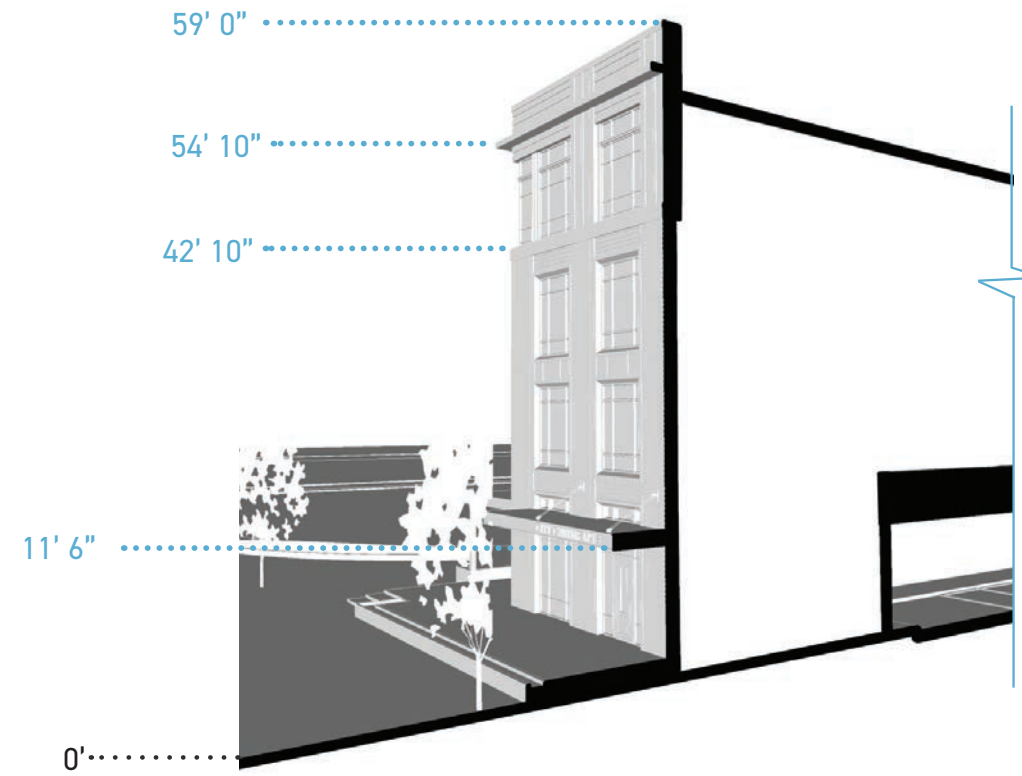
Light emission 180°  
With safety guard



Image Source: Bega

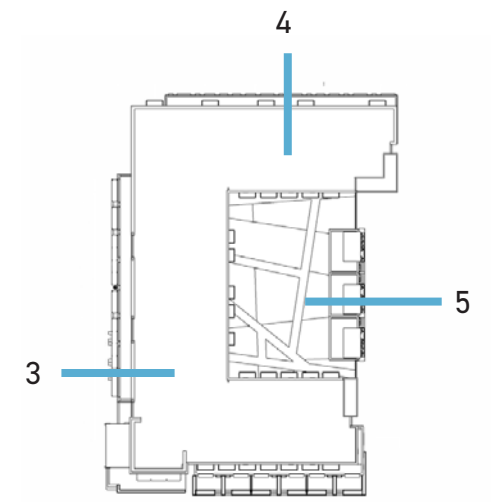


BUILDING HEIGHT AND DATUM DIAGRAM 1

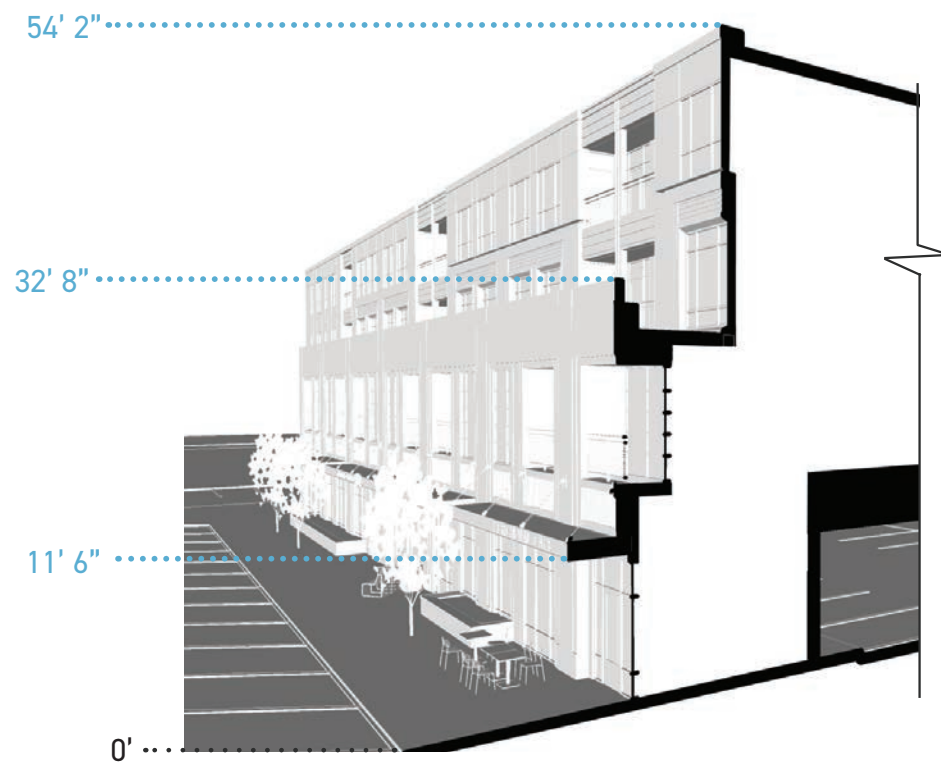


BUILDING HEIGHT AND DATUM DIAGRAM 2

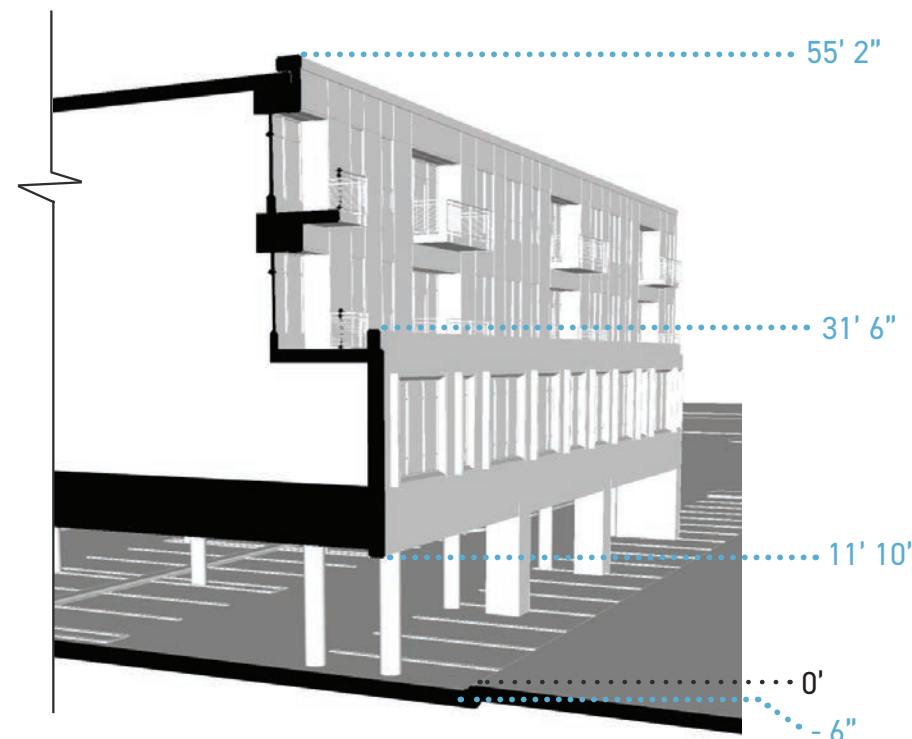




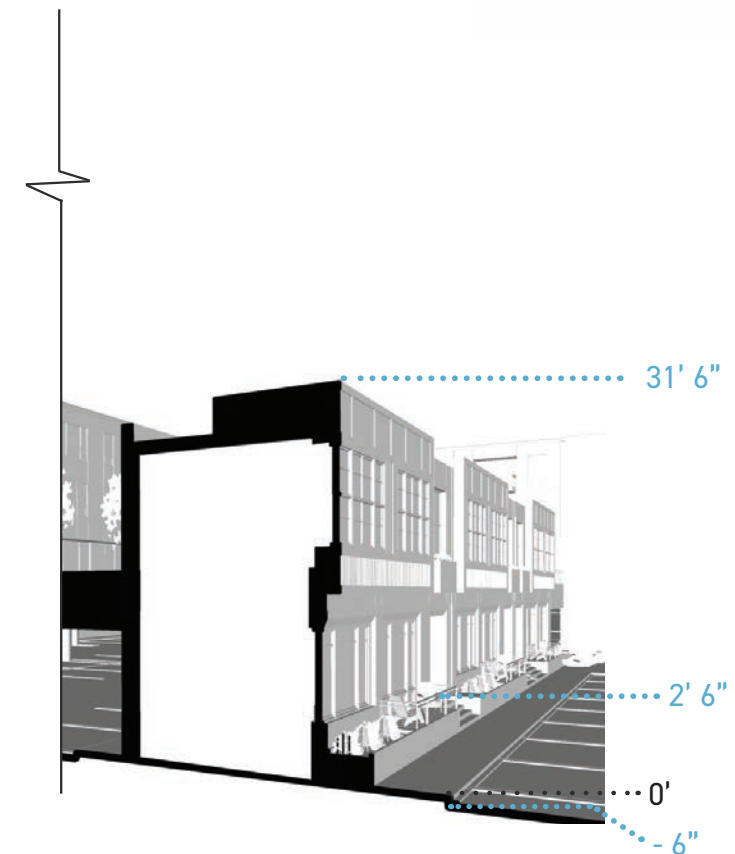
SECTION LOCATION KEY



BUILDING HEIGHT AND DATUM DIAGRAM 3



BUILDING HEIGHT AND DATUM DIAGRAM 4



BUILDING HEIGHT AND DATUM DIAGRAM 5



NORTH

MASONRY VENEER,  
VARIED COLORS, TEXTURES

1" INSULATED GLASS  
IN PRE-FINISHED ALUMINUM FRAMING



SOUTH

PRE-FINISHED METAL CLADDING

MASONRY VENEER,  
VARIED COLORS, TEXTURES





WEST



EAST

**GROSSE POINTE CITY CENTER PARTNERS, LLC  
CIVIC CENTER EQUITIES, LLC  
CITY OF GROSSE POINTE  
PLANNED - UNIT DEVELOPMENT AGREEMENT**

Grosse Pointe City Center Partners, LLC and Civic Center Equities, LLC, Michigan limited liability companies, whose offices are located at 30100 Telegraph Road, Suite 360, Bingham Farms, Michigan, 48025 (“City Center”), and the City of Grosse Pointe, a Michigan municipal corporation, 17147 Maumee Avenue, Grosse Pointe, Michigan, 48230 (“GP”), enter into this Planned Unit Development Agreement (“PUD Agreement”) on December \_\_\_, 2022.

WHEREAS, on November 14, 2022, City Center presented to the GP Planning Commission preliminary information concerning plans by City Center to develop certain property abutting St. Clair Avenue adjacent to the “Village” in GP, more particularly described as Parcels 1 through 7 on Exhibit A (the “Property”); and

WHEREAS, on November 14, 2022, the GP Planning Commission conducted a hearing and received comments concerning a maximum eighty one (81) unit rental apartment or condominium project (the “City Center Project” or “Project”), which included a request by City Center to approve a proposed Planned Unit Development zoning overlay; and

WHEREAS, on December 19, 2022, the Planning Commission approved City Center’s application and a Planned Unit Development zoning overlay with respect to the Property and approved the final site plan; (collectively, the “PUD Final Plan”) and

WHEREAS, on December 19, 2022, the GP Planning Commission conditionally approved this PUD Agreement.

NOW THEREFORE, City Center and GP agree to the following terms and conditions of this PUD Agreement:

I. Terms and Conditions

1.1 Purpose. City Center shall cause the City Center Project to be constructed in accordance with the approved PUD Final Plan. This PUD Agreement shall run with the land; and shall be binding upon and inure to the benefit of all future owners, successors, successors in interest, including any condominium association or condominium association co-owner, transferees, assignees, and any person or entity having or claiming to have any interest in any of the Property.

1.2 Final Plan. The PUD Final Plan includes all the individual plans listed on the attached Exhibit 1.2A, together with this PUD Agreement. The PUD Final Plan includes up to 4000 square feet of commercial space with “permitted” uses as allowed in the GP C-1 zoning district except for automotive uses as described in Section 90-282(3) of the Grosse Pointe City Code. Commercial space that includes restaurant use will require grease trap installation and the Project



will be subject to a sanitary sewer line maintenance agreement with any attendant maintenance costs to be paid by City Center as provided in Exhibit 1.2B.

1.3 Construction Drawings. All construction drawings for the buildings, building facades, parking, plaza, hallways, and other site features shall be consistent with the approved PUD Final Plan, as may be amended, and with conditions of this PUD Agreement and GP's Planned Unit Development zoning ordinance. The building shall not exceed the height limitations as approved in the PUD Final Plan.

1.4 Building Facades. The building facade shall have finished exterior walls and roofs in compliance with the elevations and sample materials and colors submitted to and approved by the Planning Commission. See Exhibit 1.4. There shall be no vinyl or aluminum siding; consistent with the PUD Final Plan. City Center shall apply to the Planning Commission for review and approval of a Sign Plan before the installation of any signage.

1.5 Utilities. Water, electric, and sanitary sewer lines shall be constructed by City Center in accordance with plans and specifications prepared by City Center, subject to GP's construction standards as well as State and Federal standards, as applicable, and subject to final approval by GP. City Center shall provide as-built drawings for said utilities to GP upon completion of the utility installations. City Center shall grant necessary easements, together with maps and legal descriptions of said easements, sufficient to allow GP to access utility lines for maintenance and repair (see Exhibit 1.5). Individual service-line taps from the dedicated line to the point of connection within each individual unit shall be subject to GP's fees and regulations and shall be the construction and maintenance responsibility of City Center, or its successors and assigns.

1.6 Parking and Access. City Center shall execute the Parking and Access Agreement attached as Exhibit 1.6 on the date of execution of this PUD Agreement.

1.7 Electric and Communication. All on-site, electric and communication systems shall be buried. Mechanical equipment, or other similar accessory structures or utilities, shall either be within the building, concealed on the ground, or enclosed within rooftop structures that shall be consistent with the form and materials of the building and/or the building roof.

1.8 Lighting Plan. A Final Lighting Plan shall be provided for review and approval by the Planning Commission. **[Under development.]**

1.9 Rights-of-Way. City Center, at its sole cost and expense, shall provide all streetscape improvements as set forth in the approved plans for the Project. Streetscape improvements shall consist of front yard lights. **[Under development.]** GP will assume responsibility for maintenance of said public facilities upon completion of installation or restoration of said facilities.

1.10 Landscape Materials. City Center, or its successors as owner of the Project real property, shall provide perpetual maintenance of landscape materials as shown in the approved Landscape Plan attached hereto as Exhibit 1.10, except in the public right of way. Dead or diseased materials shall be removed and replaced with the same types, species, and sizes of landscaping materials as

originally planted, unless otherwise approved by GP. Such removal and replacement shall be completed within six (6) months of discovery of such damage or disease. In the event City Center or its successors shall fail to remove and replace dead or diseased landscape materials as set forth above, GP may enter upon the Property, remove and replace the dead or diseased materials, and charge all reasonable costs of such removal and replacement to City Center or its successors.

1.11 Stormwater Runoff. Stormwater runoff shall be retained and released in accordance with drainage plans approved by GP's engineers as reflected in Exhibit 1.11. These plans are based on Article IX of the GP Zoning Code and the City of Grosse Pointe Storm Water Management Administrative Rules. The determination of the stormwater runoff shall be made consistent with the provisions of the Parking and Access Agreement.

1.12 Rubbish Collection. City Center shall dispose of commercial refuse generated by the Property at a location designated by GP from time to time. City Center shall pay for commercial refuse disposal at the standard commercial rates applicable to commercial enterprises in GP. Residential refuse shall be stored within the building and shall be removed and disposed of by City Center.

1.13 Protection of Neighboring Properties. City Center shall require its agents and contractors to use their commercially reasonable efforts to conduct construction activities with minimal disruption to residents and owners of property neighboring the Project. Prior to commencing such construction, City Center shall require its agents and contractors to ensure that the construction activities are adequately and continuously screened from neighboring properties and the movement of wind-blown debris, dust and soil onto neighboring properties is prevented.

1.14 Construction Activities. Staging areas, mobilization sites, and storage sites for construction materials and construction equipment, and similar construction activity and traffic shall be subject to GP approval. Private vehicles of contractors shall be on-site or at a designated area approved by GP. City Center shall require its agents and contractors to provide a construction operations plan and schedule so as to manage and minimize adverse impacts of construction activity and operations upon the central business district customers, residents, property owners, and business owners and employees. Service vehicle access to the cell tower site shall be maintained at all times.

1.15 Fees. City Center shall pay to GP the usual and customary review fees, inspection fees, and other applicable fees at the current rate in effect at the time of issuance of permits.

1.16 Insurance. Until City Center has fully performed all its obligation under this PUD Agreement and completed construction of the Project, City Center shall require its agents and contractors to (a) procure and maintain in full force and effect the following insurance coverages, (b) provide copies of all policies, amendments and renewals to GP, (c) include as additional named insureds, GP and all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their respective board members, employees and volunteers, and (d) require that all policies not be cancelled, modified or reduced without at least thirty (30) days prior written notice to GP, (e) contain deductibles and amounts approved by GP, and (f) be



issued by insurance companies licensed to do business in the State of Michigan. A certificate for insurance shall be supplied to GP at least (30) days prior to the commencement of construction

(a) During the construction of the Project, City Center shall require its agents and contractors to maintain in full force and effect Commercial General Liability insurance on an occurrence basis with limits of liability of not less than five million (\$5,000,000) dollars per occurrence and/or aggregate combined single limit, for personal injury, death, bodily injury or property damage. Such insurance shall cover both on-site and off-site, if any, areas, including any construction staging or material storage areas. The insurance coverage shall be a separate policy for the Project and shall not be provided by blanket insurance. The insurance coverage shall include, by way of extension or endorsements, the following: (a) contractual liability, (b) products and completed operations, (c) independent contractors covered, (d) form general liability extensions or equivalent, and (e) deletion of all explosion, collapse and underground Exclusions.

(b) City Center shall carry, and shall require all contractors and subcontractors to carry, adequate Workers Compensation insurance, including Employer's Liability coverage in the statutory amounts required under Michigan law.

(c) During the construction of the Project, City Center shall require its agents and contractors to maintain in full force and effect an "all risk of physical loss" policy insuring the Project against fire, vandalism, malicious mischief, tornado, earthquake, and such other perils covered by the broadest form of extended coverage available in the amount of the full replacement value of the improvements. City Center shall obtain the agreement of any construction lender or permanent lender to use the proceeds of such insurance for rebuilding.

(d) City Center or City Center's general contractor shall carry motor vehicle liability insurance, including Michigan no-fault coverages with minimum limits of Five Million (\$5,000,000) Dollars per occurrence, combined single-limit for bodily injury and property damage. The insurance coverage shall include all owned, non-owned and hired vehicles.

## II. Regulation

2.1 Signs. All exterior signs shall be of area and dimensions, color tones, materials, lighting and height, as approved by the Planning Commission. No billboard signs or off-premise signs shall be erected on the Property. Individual freestanding signs, directional signs, and other Project signs shall conform with the signage plan, approved by the Planning Commission, and shall be reviewed and approved by the Planning Commission. (See Exhibit 2.1). Amendments to the Sign Plan shall be subject to review by the Planning Commission.

2.2 Adherence to Plans. The Property shall be developed in conformance with the PUD Final Plan, and all future owners of the Property shall be bound by the terms of this Agreement and City Center's authority and responsibility as stated herein.

2.3 Adherence to Ordinances. Except as otherwise provided herein, City Center shall adhere to existing ordinances of GP in effect on the date of this PUD Agreement. All improvements constructed in accordance with this PUD Agreement and the PUD Final Plan shall be deemed to be conforming under the GP Zoning Ordinance, and in compliance with all ordinances of GP. Any violation of GP's ordinances or violation of this PUD Agreement shall be subject to the remedies provided for by ordinance.

2.4 Timing and Phasing of Development. The timing of the construction shall be in accordance with the construction schedule that is part of the PUD Final Plan. Provided such development is substantially in accordance with the construction schedule, the development and installation of improvements on the Property may commence, provided that engineering plans for the Property have been approved by the City Manager, or the City Manager's designee, and the required permits for the proposed improvements have been obtained.

2.5 Hours of Development and Construction. Excavation, development, demolition or construction shall be conducted between the hours of 7:00 a.m. and 6:00 p.m. weekdays and 8:00 a.m. and 6:00 p.m. Saturdays. No work will be performed on Sundays.

2.6 Site Security. During the course of any construction, City Center shall require its agents and contractors to adequately secure the Property 24 hours a day to safeguard and protect the Property from theft or damage and persons from personal injury or death by the installation of a fence around the entire perimeter of the Property with sight-obscuring fencing with a height of six feet. City Center shall require its agents and contractors to use commercially reasonable efforts to maintain the Property in a dust-free condition, free from refuse and blowing debris.

2.7 Adjacent Properties. City Center shall require its agents and contractors to be responsible for the effect of the development of the Project upon adjacent land and buildings, including, but not limited to, damage or injury, restriction or limitation of access, noise, vibration, interruption of utilities, construction debris and other related matters.

### III. Miscellaneous

3.1 Binding Effect. This PUD Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, and assigns. The rights and obligations contained in this PUD Agreement shall run with the Property.

3.2 Authority. This PUD Agreement has been duly authorized by all necessary action of City Center and GP, through the approval of the GP Planning Commission and City Council at a meeting in accordance with the laws of the State of Michigan and the ordinances of GP. By the execution of this PUD Agreement, the parties each warrant that they have the authority to execute this PUD Agreement and bind the subject Property and their respective entities to its terms and conditions.

3.3 Amendment. This PUD Agreement shall only be amended pursuant to an instrument executed by GP and by City Center, and its successors in title. No consent to the amendment of this PUD Agreement shall be required of any other person, including mortgagees.

3.4 Captions. The captions contained herein are included only for convenience of reference and have no substantive effect.

3.5 No Partnership. None of the terms or provisions of this PUD Agreement shall be deemed to create a partnership or joint venture between City Center and GP.

3.6 Notice. Any notice required or permitted hereunder shall be deemed to have been received either (a) when delivered by hand and the party giving such notice has received a signed receipt thereof, or (b) one (1) day following the date deposited with Federal Express or other recognized overnight courier, or (c) immediately when sent by telecopy or facsimile machine or (d) on the day following the date deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested. Electronic mail (e-mail) notices are not permitted and shall be deemed ineffective even if received. Any notices given in the manner hereby permitted shall be addressed as follows (or addressed in such other manner as the party being notified shall have requested by written notice to the other party) for:



If to City Center:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

and to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

If to GP:

The City of Grosse Pointe  
Attention: City Manager  
17147 Maumee  
Grosse Pointe, MI 48230  
Telephone: (313) 885-5800  
pjdame@grossepointecity.org

With a Copy to:

Charles S. Kennedy III  
City of Grosse Pointe Attorney  
26622 Woodward Avenue, Suite 225  
Royal Oak, MI 48067-0976  
Telephone: (248) 837-1397  
ckennedy@fildewhinks.com

3.7 Recording. A Notice of Adoption of this PUD Agreement shall be recorded with the Wayne County Register of Deeds by GP prior to construction occurring on the Property and shall run with and bind the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below.

City of Grosse Pointe:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Sheila Tomkowiak

Title: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Julie E. Arthurs

Title: Clerk

Grosse Pointe City Center Partners, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

and

Civic Center Equities, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_





EXHIBIT 1.2A

- a. Integrated Architecture site plan dated \_\_\_\_\_.
- b. Plan for front yard lights southward on the easterly side of St. Clair co-extant with the City Center Project to be constructed at City Center's expense subject to reasonable approval of GP. Tentative plan reflected on Integrated Architecture site plan dated \_\_\_\_\_. However, City Center shall have no obligation to pay for this public improvement unless and until a final non-appealable building permit is issued to City Center for the Project.
- c. Construction scheduling plan submitted to GP Planning Commission on \_\_\_\_\_.

EXHIBIT 1.2B

**SANITARY SEWER  
MAINTENANCE AGREEMENT**

**THIS SANITARY SEWER MAINTENANCE AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Grosse Pointe City Center Partners, LLC and Civic Center Equities, LLC, Michigan limited liability companies, whose offices are located at 30100 Telegraph Road, Suite 360, Bingham Farms, Michigan 48025 (“City Center”) and the City of Grosse Pointe, a Michigan municipal corporation, whose address is 17147 Maumee Avenue, Grosse Pointe, Michigan, 48230 (“GP”).

**WITNESSETH:**

**WHEREAS**, GP is authorized and required to regulate and control the public sanitary sewer system within the City of Grosse Pointe as set forth in certain sections of the Code of the City of Grosse Pointe (the “GP Code”); and

**WHEREAS**, City Center is the owner of parcels 1 through 7 more particularly described on Exhibit A attached hereto (the “Property”); and

**WHEREAS**, City Center desires to construct and maintain a sanitary sewer service (the “Sanitary Sewer Facilities”) on the Property and the adjacent GP right-of-way; and

**WHEREAS**, the Sanitary Sewer Facilities are described and shown on plans titled \_\_\_\_\_ sheets \_\_\_\_ through \_\_\_\_ of \_\_\_\_\_ prepared by \_\_\_\_\_ and dated \_\_\_\_\_, which plans and any amendments thereto, are on file with the GP Planning Department and are hereby incorporated by reference (the “Plan”); and



**WHEREAS**, GP has reviewed and approved the Plan to construct the aforementioned Sanitary Sewer Facilities, subject in part to the execution of this Agreement.

**NOW, THEREFORE**, in consideration of the benefits received and to be received by City Center, and its successors and assigns, as a result of the GP's approval of the Plan, City Center, hereby covenants and agrees with GP as follows:

1. At its sole expense, City Center shall construct and perpetually maintain the Sanitary Sewer Facilities in strict accordance with the GP Code, as amended, the Plan and any subsequent amendments to the Plan which have been approved by GP.

2. At its sole expense, City Center shall make such changes or modifications to the Sanitary Sewer Facilities as may be determined as reasonably necessary by GP to ensure that the Sanitary Sewer Facilities are properly maintained and are operating properly.

3. At reasonable times and in a reasonable manner, GP, its agents, employees and contractors, shall have the right of ingress and egress over the Property and the right to inspect the Sanitary Sewer Facilities in order to ensure that the Sanitary Sewer Facilities are being properly maintained, are continuing to perform in an adequate manner and are in compliance with the GP Code, the Plan and any amendments thereto approved by GP.

4. Should City Center fail to properly maintain and/or correct defects or malfunctions to the Sanitary Sewer Facilities which render the Sanitary Sewer Facilities inoperable, contribute to excessive infiltration or inflow, produce sanitary sewer overflows, perform in any way that would be adverse to the public interest or create a health hazard or public nuisance, GP may give notice to City Center to take immediate and appropriate corrective action to restore the Sanitary Sewer Facilities to operating condition.

5. Should City Center fail to correct any defects or malfunctions in the Sanitary Sewer Facilities within forty-eight (48) hours of the written notice or within the time specified in a written notice from GP that City Center has failed to maintain the Sanitary Sewer Facilities in accordance with the approved designed operating conditions, the Plan and/or GP Code, GP may pursue all remedies available under the law, including, but not limited to, terminating water service to the Property, and repairing/maintaining or having the repairs/maintenance completed by a qualified licensed contractor. Should GP have to facilitate the repair/maintenance of the Sanitary Sewer Facilities, as a result of City Center's failure to timely make the required repairs/maintenance, City Center agrees to reimburse GP for all reasonable and documented costs associated with the repair/maintenance to the Sanitary Sewer Facilities.

6. City Center shall indemnify, hold harmless and defend GP from and against any and all claims, demands, suits, liabilities, losses, damages and payments, including reasonable attorney's fees claimed or made against GP that are alleged or proven to result or arise from City Center's construction, operation or maintenance of the Sanitary Sewer Facilities. This indemnity obligation shall not apply with respect to the negligent actions of GP's contractor if GP undertakes to make necessary repairs.

7. This Agreement and the covenants and agreements contained herein shall run with the title to the land, and whenever the Property shall be sold, conveyed or otherwise transferred, such transferee ("Transferee") shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon City Center or its Transferee, and shall bind, jointly and severally, City Center or its Transferee of the Property described herein, unless expressly released as

described in this paragraph 7.

8. Nothing herein shall be construed to prohibit a transfer by City Center to subsequent Transferees.

9. Nothing contained herein shall be construed to grant any permission or approval to City Center in connection with the construction of the Sanitary Sewer Facilities, and City Center agrees it will apply for all necessary permits, licenses, and approvals for the construction of the Sanitary Sewer Facilities from the appropriate person, public or private body, and/or department, for any needed authorization including without limitation variances, encroachments, rights of access over adjacent lands, site plan approvals, or any other authorization (collectively "Approvals"), and nothing contained herein shall be construed to enlarge, alter or replace the permission, authority, terms or provisions granted by such Approvals.

10. The provisions of this Agreement shall be severable, and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to City Center is held invalid, the remainder of this Agreement shall not be affected thereby.

11. This Agreement shall be deemed to be a Michigan contract and shall be governed as to all matters, whether of validity, interpretation, obligations, performance or otherwise, exclusively by the laws of the State of Michigan and the ordinances of GP, and all questions arising with respect thereto shall be determined in accordance with such laws and ordinances. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by all parties in the State of Michigan.

12. Any and all suits for any claims or for any and every breach or dispute



arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Wayne County, Michigan.

13. This Agreement shall not be modified except by written instrument executed by GP and City Center or its Transferee at the time of modification.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below.

City of Grosse Pointe:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Sheila Tomkowiak

Title: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Julie E. Arthurs

Title: Clerk

Grosse Pointe City Center Partners, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

and

Civic Center Equities, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF CITY OF GROSSE POINTE**

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me by Sheila Tomkowiak and Julie Arthurs this \_\_\_\_ day  
of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_  
\_\_\_\_\_, Michigan  
My commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT OF OWNERS GROSSE POINTE CIVIC CENTER PARTNERS,  
LLC AND CIVIC CENTER EQUITIES, LLC**

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me by \_\_\_\_\_ and \_\_\_\_\_ this  
\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_  
\_\_\_\_\_, Michigan  
My commission expires: \_\_\_\_\_





EXHIBIT 1.4

Those materials submitted to GP Planning Commission for review on \_\_\_\_\_.

EXHIBIT 1.5

Integrated Architecture site plan dated \_\_\_\_\_.

EXHIBIT 1.6

Parking and Access Easement Agreement.



EXHIBIT 1.10

Landscape plan of \_\_\_\_\_.

EXHIBIT 1.11

Integrated Architecture site plans dated \_\_\_\_\_.

EXHIBIT 2.1

To be added to this agreement at such time approval for signage is granted.



# Exhibit 1.6

## **PARKING AND ACCESS EASEMENT AGREEMENT**

This Parking Easement Agreement (“**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and among Grosse Pointe City Center Partners, LLC and Civic Center Equities, LLC, Michigan limited liability companies, whose offices are located at 30100 Telegraph Road, Suite 360, Bingham Farms, Michigan, 48025 (“**City Center**”) and the City of Grosse Pointe, a Michigan municipal corporation whose offices are located at 17147 Maumee Ave., Grosse Pointe, Michigan, 48230 (the “**GP**”).

WHEREAS, City Center is the owner of a certain parcel of land located in the City of Grosse Pointe, Michigan, as legally described on **Exhibit A** attached hereto and made a part hereof (“**Parcel A**”);

WHEREAS, GP is the owner of adjacent property located to the north of Parcel A, as legally described on **Exhibit B** attached hereto and made a part hereof (“**Parcel B**”);

WHEREAS, GP has used and will use all or a portion of Parcel B as a public parking lot, which from time to time may be utilized by patrons of City Center;

WHEREAS, in order to provide for efficient use by GP of Parcel B, City Center wishes to grant to GP, its successors and assigns, the following permanent easement which will be perpetual and run with the land.

NOW THEREFORE, in consideration of the forgoing, the covenants contained herein, plus other good and valuable consideration, the receipt and adequacy of which is acknowledged, City Center and the GP covenant and agree as follows:

1. **Grant of Easement.** Subject to the terms and conditions of this Agreement, City Center hereby grants to GP as an easement appurtenant to the dominant estate, being Parcel B, an exclusive, irrevocable and perpetual easement solely for public parking, ingress, egress, construction and maintenance, on, over and under the portion of Parcel A depicted on **Exhibit C** attached hereto. (The “**Easement Area**”). City Center, its agents, contractors and residents of the building located on Parcel A shall have the right to go on and over the Easement Area for ingress and egress to Parcel A provided, such use shall not unreasonably interfere with the use of the Easement Area for public parking, ingress, egress, construction and maintenance for the Easement Area. In addition to the Easement Area, GP shall have a temporary license to use that portion of Parcel A located immediately adjacent to the Southern boundary of the Easement Area

as may be necessary for the construction and maintenance of the permissible improvements to be made within the Easement Area by GP.

## 2. **Construction.**

(a) **Construction on Easement Area.** GP shall construct, at its cost and expense, the parking lot and related improvements in the Easement Area as generally depicted on **Exhibit D** attached hereto (the “GP’s Work”). GP shall be responsible for obtaining and complying with all necessary governmental approvals and permits with respect to GP’s Work. GP will bear the cost of increased storm water facilities for the Easement Area and the storm water flow from the Easement Area will not be attributed to City Center’s apartment/condominium project. GP’s contract for construction of GP’s Work shall include industry standard warranties relative to correction of defects in workmanship and materials. In conjunction with GP’s Work, GP will construct a public parking lot on GP property (Exhibit B) as generally depicted on Exhibit D. However, the use and/or parking configuration of GP owned property may change from time to time.

(b) **Workmanship.** GP’s Work shall be constructed in a good and workmanlike manner, with first-class materials. All contractors and subcontractors performing GP’s Work shall comply with the insurance requirements set forth in Section 5(b) below.

(c) **Liens.** GP shall pay when due all claims for labor and materials furnished or alleged to have been furnished to or for GP at or for use on the Easement Area; shall take all steps necessary to keep Parcel A free from any liens, claims, or encumbrances; and GP agrees to indemnify, defend and hold City Center harmless from and against any and all liability arising out of any such claims. City Center may require GP to pay City Center’s reasonable attorney’s fees and costs in participating in any such action if City Center participates therein at the request of GP, or if City Center is joined as a defendant in any such action and GP’s counsel determines that it cannot ethically or effectively represent both GP’s and City Center’s interest in such action. In the event GP fails to comply with the terms of this Section 2(c), City Center shall have the right to discharge said liens, whereupon GP shall, within ten (10) days of the receipt of written demand therefor, reimburse City Center for the entire cost of paying said liens and all other reasonable costs incurred by City Center in connection with the discharge of each such lien, to include all reasonable attorney’s fees, together with interest on such amount computed at the rate of eight (8%) percent per annum, calculated monthly, from the date of any such expenditure by City Center to the date of payment.

## 3. **Use and Maintenance.**

(a) GP agrees that it will use and maintain the Easement Area solely for the parking of passenger motor vehicles (and ingress and egress of commercial vehicles) and purposes attendant to a public parking lot including, but not limited to, parking pay stations. GP shall, at its sole cost and expense, maintain, operate, refurbish, repair and replace the Easement Area and the temporary license area referred to above, in accordance with its customary practices for public parking lots. GP’s obligations shall include, without limitation, snow and ice removal, restriping, lighting, repaving, and otherwise maintaining the Easement Area in good condition



and repair. GP may charge for use of the parking facilities by the general public such amounts as it deems fit, consistent with its practice in GP, and receipts therefrom shall belong to GP.

(b) If City Center controls access to surface parking on Parcel A outside of the Easement Area by means of a gate, GP shall be granted a perpetual license for unrestricted access through such gate in the same manner by which owners or tenants of Parcel A are provided access. Such access shall be solely for temporary GP purposes.

#### 4. **Indemnity.**

(a) GP shall defend, indemnify and save harmless City Center and its officers, directors, shareholders, partners, agents and employees (hereafter the “**City Center Related Parties**”), from and against any and all liability or claim thereof (including but not limited to reasonable attorneys’ fees and costs) whether for injury to persons, including death, or damage to property, which may be imposed upon, incurred by or asserted against City Center or City Center Related Parties: (i) allegedly or actually arising in connection with or as a direct result of any activity by GP, its employees, contractors, agents, invitees, licensees, in or on the Easement Area, including the use thereof; (ii) arising out of any default by GP under this Agreement; or (iii) arising out of any negligent act or omission to act by GP, its contractors, agents or employees. The foregoing indemnity shall include claims alleging or involving joint or comparative negligence but shall not extend to liability directly resulting only from the sole negligence of City Center or City Center Related Parties.

(b) The construction contract for GP’s Work, or any other work to be performed by GP that utilizes the Easement Area, shall provide that the contractor shall defend, indemnify and save harmless City Center and City Center Related Parties, from and against any and all liability or claim thereof (including but not limited to reasonable attorneys’ fees and costs) whether for injury to persons, including death, or damage to property, which may be imposed upon, incurred by or asserted against City Center or City Center Related Parties: (i) allegedly or actually arising in connection with or as a direct or indirect result of any activity by the contractor or its subcontractors in, on, or about Parcel A, including the use thereof; or (ii) arising out of any negligent act or omission to act by the contractor or its subcontractors.

#### 5. **Insurance.**

(a) At all times during the term of this Agreement, GP shall purchase and maintain Commercial General Liability including premises/operations, broad form property damage, blanket contractual liability and personal injury coverage in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence; such policy shall be an occurrence policy and not a claims-made policy. City Center shall be named as an additional insured, at no cost to City Center. At City Center’s request, GP shall furnish to City Center a certificate evidencing the above required insurance. Such policy shall provide that the insurance policy may not be cancelled or amended without first providing City Center with written notice of cancellation or amendment at least thirty (30) days prior to the date of cancellation or amendment.

(b) At all times during the term of this Agreement, the contractors of GP using or accessing Parcel A shall purchase and maintain (a) Commercial General Liability including premises/operations, broad form property damage, blanket contractual liability and personal injury coverage in an amount not less than Three Million Dollars (\$3,000,000.00) per occurrence; such policy shall be an occurrence policy and not a claims-made policy; (b) Automobile Liability including contractual liability coverage for all owned, hired, and non-owned autos; and (c) Workers' Compensation coverage with statutory limits. City Center must be named as an additional insured on the commercial general liability and automobile liability insurance, at no cost to City Center. At City Center's request, GP shall furnish to City Center a certificate evidencing the above required insurance. Such policy shall provide that the insurance policy may not be cancelled or amended without first providing City Center with written notice of cancellation or amendment at least thirty (30) days prior to the date of cancellation or amendment.

6. **Reservation of Rights.** City Center hereby reserves for itself, and its successors and assigns, the right to close off the Easement Area for such reasonable periods of time as may be required in connection with the construction, maintenance, or repair of improvements on Parcel A. City Center shall coordinate the closing with GP so that there is no unreasonable interference with the operation of the parking lot located on Parcel B. City Center shall also have the right to close off access to Parcel A by placing a fence or other method of enclosure to prevent access to Parcel A at the northeast corner of Parcel A.

7. **Binding Effect.** All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding on and shall inure to the benefit of the successors and assigns of the parties hereto.

8. **No Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties, their respective representatives or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

9. **Effect of Agreement; Not a Public Dedication.** Except as expressly set forth herein, nothing in this Agreement, express or implied, shall confer upon any person, other than City Center, GP, and their respective employees, customers, contractors, tenants, subtenants, agents and invitees, any right or remedies under or by reason of this Agreement. Nothing contained in this Agreement shall be deemed to be a dedication of any portion of the respective property to or for the general public, it being the intent of the parties that this Agreement shall be strictly limited to the purposes herein expressed. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights.

10. **Controlling Law.** The terms and provisions of this Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

11. **Partial Invalidity.** If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, and the removal of such term, provision or condition would not materially alter the parties' respective obligations hereunder, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances

other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent possible permitted by law.

12. **Counterparts.** This Agreement may be executed in counterparts and, if so executed, shall be construed as one and the same agreement and shall be effective upon execution by each of the parties hereto.

**THIS INSTRUMENT IS EXEMPT FROM MICHIGAN STATE TRANSFER TAX UNDER MCL 207.526(a) AND COUNTY TRANSFER TAX UNDER MCL 207.505(a).**

IN WITNESS WHEREOF, the parties have signed this Parking and Access Easement Agreement as of the day and year first set forth above.

**City of Grosse Pointe:**

By: \_\_\_\_\_

Name: Sheila Tomkowiak

Title: Mayor

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Sheila Tomkowiak, the Mayor of the City of Grosse Pointe, a, Michigan municipal corporation.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in the County of \_\_\_\_\_



By: \_\_\_\_\_  
Name: Julie E. Arthurs  
Title: Clerk

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Julie E. Arthurs, the Clerk for the City of Grosse Pointe, a, Michigan municipal corporation.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in the County of \_\_\_\_\_

**Grosse Pointe City Center Partners,  
LLC**, a Michigan limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, the \_\_\_\_\_ of Grosse Pointe City Center Partners, LLC, a Michigan limited liability company.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

**Civic Center Equities, LLC**, a Michigan limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, the \_\_\_\_\_ of Civic Center Equities, LLC, a Michigan limited liability company.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Prepared by and  
after recording return to:

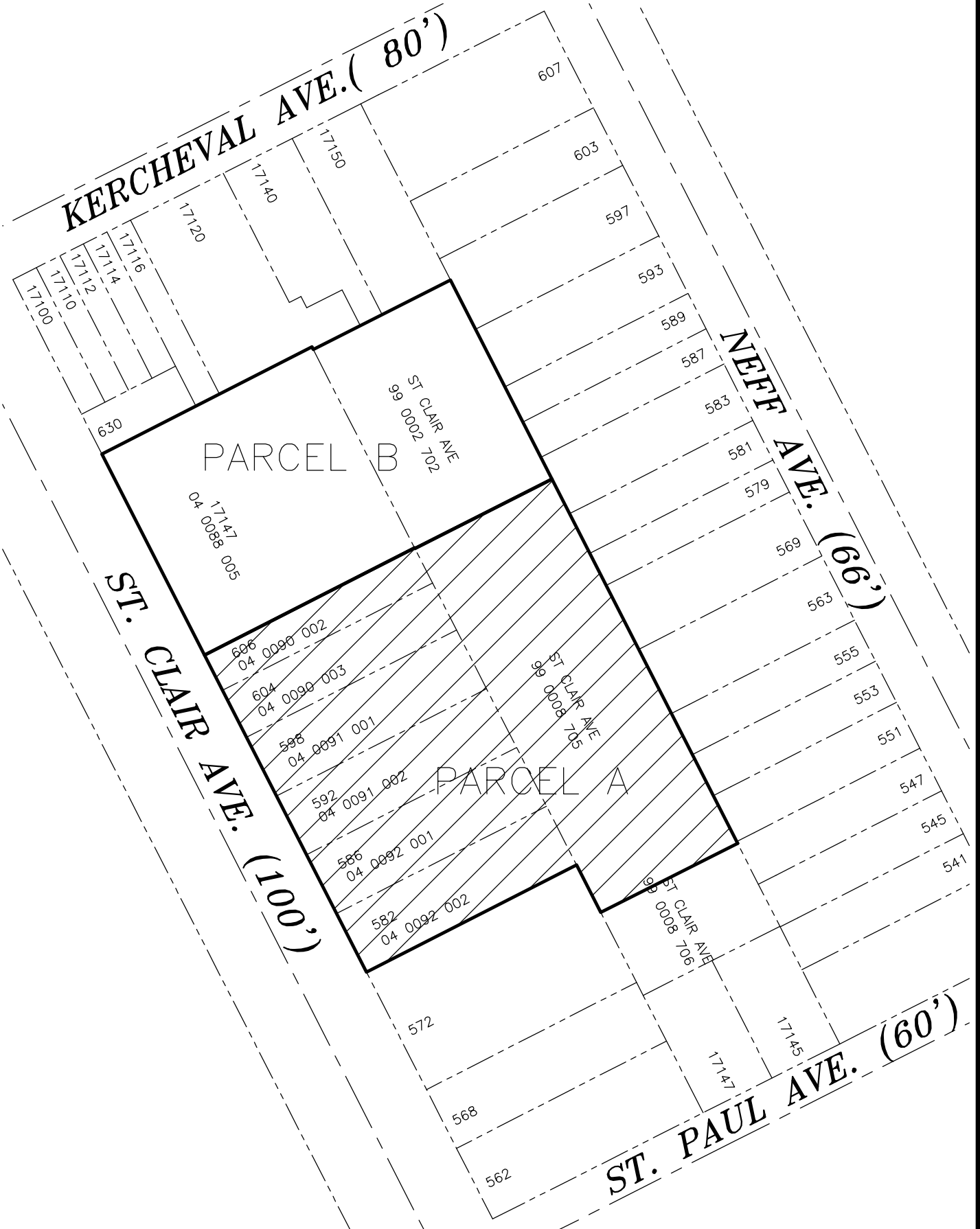
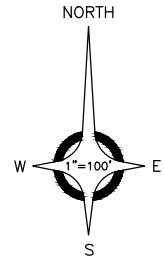
Charles S. Kennedy III  
Fildew Hinks PLLC  
26622 Woodward Ave Ste 225  
Royal Oak, MI 48067



ANDERSON, ECKSTEIN AND  
WESTRICK, INC.

CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 Schoenherr Rd Phone 586 726 1234  
Shelby Township Fax 586 726 8780  
Michigan 48315 www.aewinc.com

# EASEMENT EXHIBIT "A"



SEE ATTACHED SHEET FOR DESCRIPTIONS

REVISED ON 05/11/2022

GRANTEE (TO): CITY OF GROSSE POINTE			PARCEL I.D. NO.: VARIES	
ADDRESS: 17147 MAUMEE AVENUE			GRANTOR (FROM):	
CITY, ST., & ZIP: GROSSE POINTE MI 48230			ADDRESS:	
			CITY, ST., & ZIP: GROSSE POINTE, MI 48230	
P.C. 239	TWP: GROSSE POINTE	COUNTY: WAYNE	AEW NO.: 0155-0229	BOOK NO.:
DRAWN BY: DWM	CHECKED BY: SVP	SCALE: 1" = 100'	EASEMENT NO.:	CONST. PLAN PAGE NO.:
SHEET 1 OF 1			TITLE SEARCH:	

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

51301 Schoenherr Road  
Shelby Township, MI 48315

586.726.1234  
www.aewinc.com

November 16, 2022  
0155-0229  
SHEET 2 OF 2

DESCRIPTION PARCEL A  
DEVELOPMENT PARCEL

PART OF AMENDED PLAT OF ST. CLAIR PARK SUBDIVISION AS RECORDED IN LIBER 19 OF PLATS, PAGE 21, WAYNE COUNTY RECORDS, CITY OF GROSSE POINTE, WAYNE COUNTY, MICHIGAN, ALSO BEING PART OF PRIVATE CLAIM 239 BEING DESCRIBED AS:

COMMENCING AT THE EASTERLY RIGHT OF WAY LINE OF ST. CLAIR AVENUE (100.00 FEET WIDE) AND THE SOUTHERLY RIGHT OF WAY LINE OF KERCHEVAL AVENUE (80.00 FEET WIDE); THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF ST. CLAIR AVENUE SOUTH 25 DEGREES 00 MINUTES 00 SECONDS EAST 321.15 FEET TO THE POINT OF BEGINNING; THENCE NORTH 64 DEGREES 59 MINUTES 12 SECONDS EAST 294.77 FEET TO THE WESTERLY LINE OF C. NEFF ESTATE SUBDIVISION AS RECORDED IN LIBER 15 OF PLATS, PAGE 23, WAYNE COUNTY RECORDS, CITY OF GROSSE POINTE, WAYNE COUNTY, MICHIGAN; THENCE ALONG THE WESTERLY LINE OF C. NEFF ESTATE SUBDIVISION SOUTH 25 DEGREES 04 MINUTES 14 SECONDS EAST 310.04 FEET; THENCE SOUTH 64 DEGREES 59 MINUTES 12 SECONDS WEST 116.34 FEET; THENCE NORTH 25 DEGREES 00 MINUTES 00 SECONDS WEST 40.04 FEET; THENCE SOUTH 64 DEGREES 59 MINUTES 12 SECONDS WEST 178.80 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ST. CLAIR AVENUE; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF ST. CLAIR AVENUE NORTH 25 DEGREES 00 MINUTES 00 SECONDS WEST 270.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.94 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

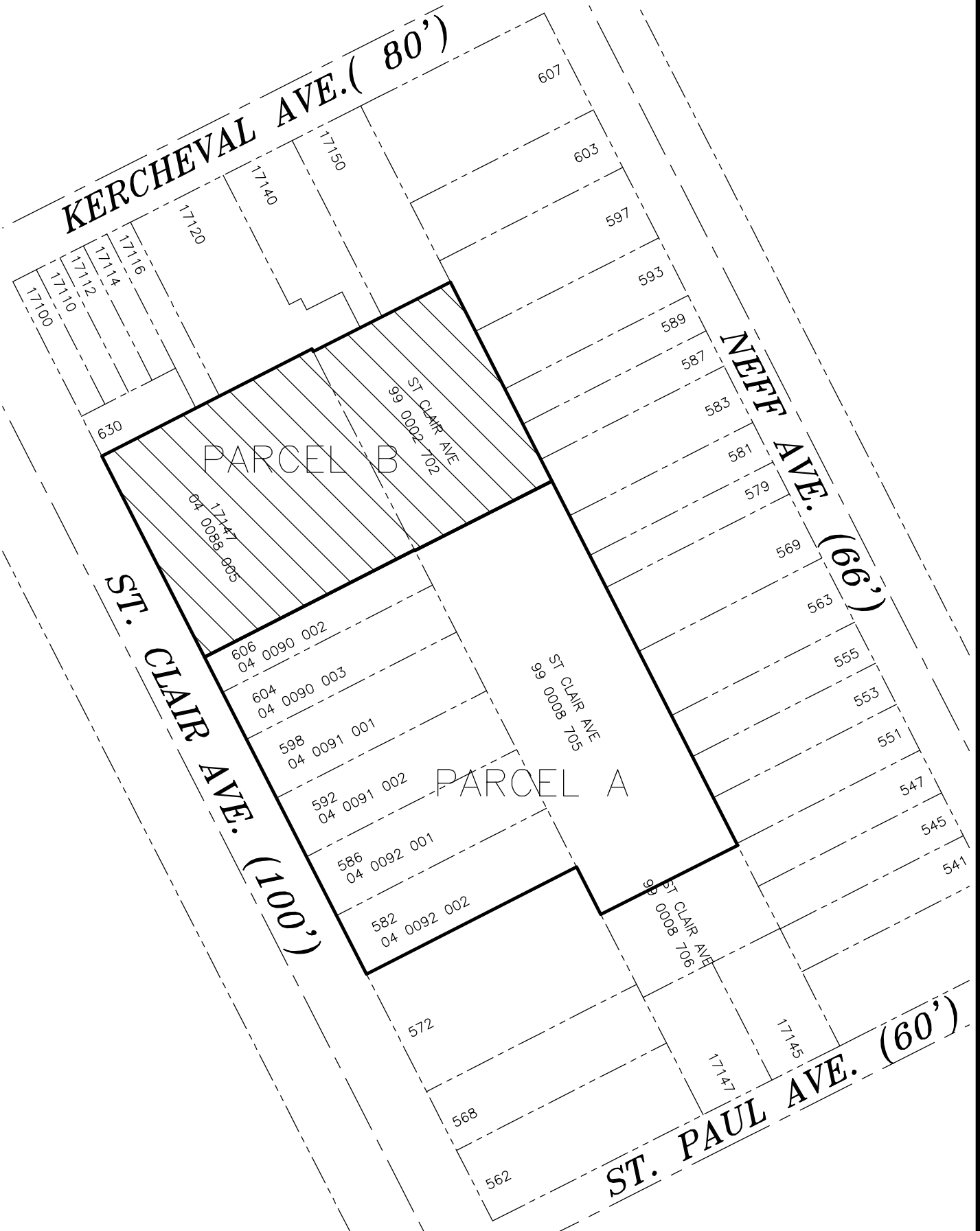
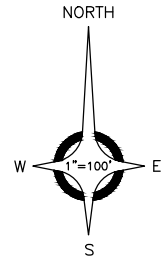
M:\0155\0155-0229\GEN\DESC\0155-0229-DESC Exhibit A.DOCX  
BASIS OF BEARING: AMENDED PLAT OF ST. CLAIR PARK SUBDIVISION AS RECORDED IN LIBER 19 OF PLATS, PAGE 21, WAYNE COUNTY RECORDS



ANDERSON, ECKSTEIN AND  
WESTRICK, INC.

CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 Schoenherr Rd Phone 586 726 1234  
Shelby Township Fax 586 726 8780  
Michigan 48315 www.aewinc.com

# EASEMENT EXHIBIT "B"



SEE ATTACHED SHEET FOR DESCRIPTIONS

REVISED ON 05/11/2022

GRANTEE (TO): CITY OF GROSSE POINTE			PARCEL I.D. NO.: VARIES	
ADDRESS: 17147 MAUMEE AVENUE			GRANTOR (FROM):	
CITY, ST., & ZIP: GROSSE POINTE MI 48230			ADDRESS:	
			CITY, ST., & ZIP: GROSSE POINTE, MI 48230	
P.C. 239	TWP: GROSSE POINTE	COUNTY: WAYNE	AEW NO.: 0155-0229	BOOK NO.:
DRAWN BY: DWM	CHECKED BY: SVP	SCALE: 1" = 100'	EASEMENT NO.:	CONST. PLAN PAGE NO.:
SHEET 1 OF 1			TITLE SEARCH:	

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**CIVIL ENGINEERS   SURVEYORS   ARCHITECTS**

51301 Schoenherr Road  
Shelby Township, MI 48315

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www.aewinc.com

November 16, 2022  
0155-0229  
SHEET 2 OF 2

DESCRIPTION PARCEL B  
CITY PARKING LOT PARCEL

PART OF AMENDED PLAT OF ST. CLAIR PARK SUBDIVISION AS RECORDED IN LIBER 19 OF PLATS, PAGE 21, WAYNE COUNTY RECORDS, CITY OF GROSSE POINTE, WAYNE COUNTY, MICHIGAN, ALSO BEING PART OF PRIVATE CLAIM 239 BEING DESCRIBED AS:

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SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

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BASIS OF BEARING: AMENDED PLAT OF ST. CLAIR PARK SUBDIVISION AS RECORDED IN LIBER 19 OF PLATS, PAGE 21, WAYNE COUNTY RECORDS

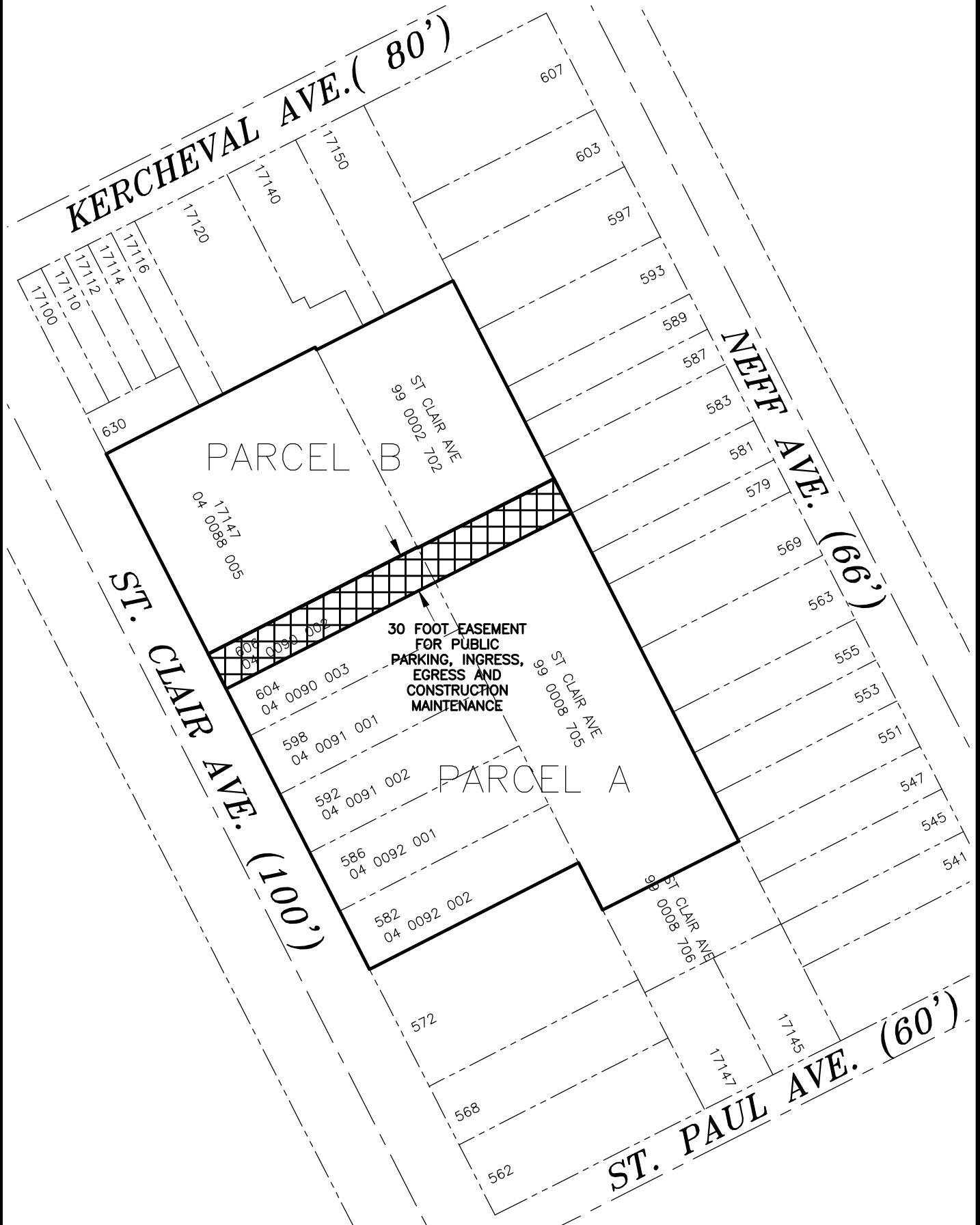
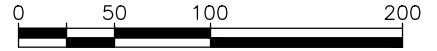
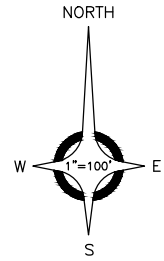




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51301 Schoenherr Rd Phone 586 726 1234  
Shelby Township Fax 586 726 8780  
Michigan 48315 www.aewinc.com

# EASEMENT EXHIBIT "C"



SEE ATTACHED SHEET FOR DESCRIPTIONS

REVISED ON 05/11/2022

GRANTEE (TO): CITY OF GROSSE POINTE			PARCEL I.D. NO.: VARIES	
ADDRESS: 17147 MAUMEE AVENUE			GRANTOR (FROM):	
CITY, ST., & ZIP: GROSSE POINTE MI 48230			ADDRESS:	
			CITY, ST., & ZIP: GROSSE POINTE, MI 48230	
P.C. 239	TWP: GROSSE POINTE	COUNTY: WAYNE	AEW NO.: 0155-0229	BOOK NO.:
DRAWN BY: DWM	CHECKED BY: SVP	SCALE: 1" = 100'	EASEMENT NO.:	CONST. PLAN PAGE NO.:
SHEET 1 OF 1			TITLE SEARCH:	



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**CIVIL ENGINEERS   SURVEYORS   ARCHITECTS**

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Shelby Township, MI 48315

586.726.1234  
www.aewinc.com

November 16, 2022  
0155-0229  
SHEET 2 OF 2

DESCRIPTION  
30 FOOT EASEMENT ON PARCEL A

PART OF AMENDED PLAT OF ST. CLAIR PARK SUBDIVISION AS RECORDED IN LIBER 19 OF PLATS, PAGE 21, WAYNE COUNTY RECORDS, CITY OF GROSSE POINTE, WAYNE COUNTY, MICHIGAN, ALSO BEING PART OF PRIVATE CLAIM 239 BEING DESCRIBED AS:

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SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

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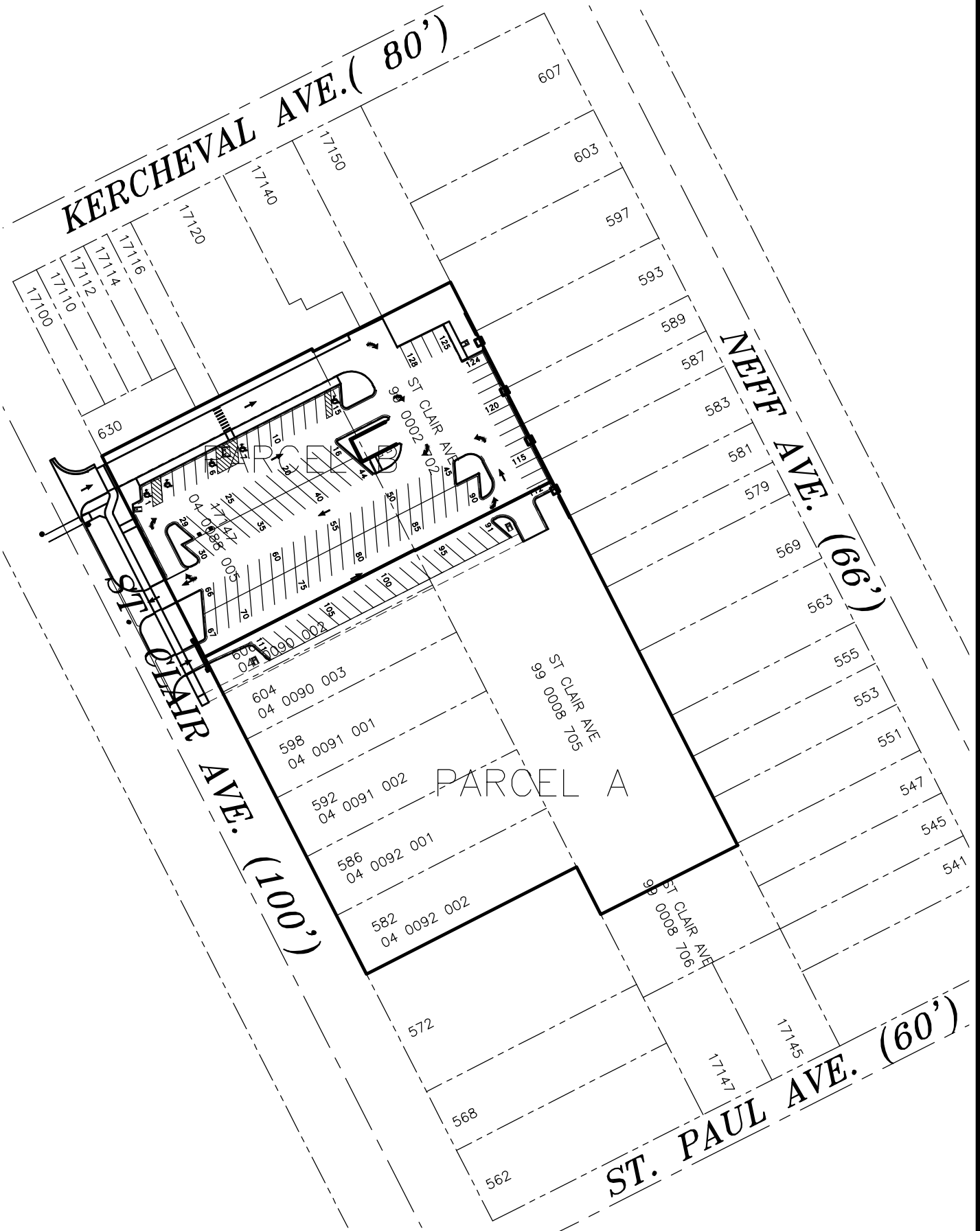
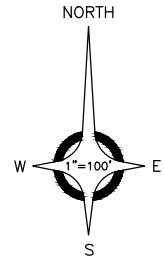
BASIS OF BEARING: AMENDED PLAT OF ST. CLAIR PARK SUBDIVISION AS RECORDED IN LIBER 19 OF PLATS, PAGE 21, WAYNE COUNTY RECORDS



ANDERSON, ECKSTEIN AND  
WESTRICK, INC.

CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 Schoenherr Rd Phone 586 726 1234  
Shelby Township Fax 586 726 8780  
Michigan 48315 www.aewinc.com

# EASEMENT EXHIBIT "D"

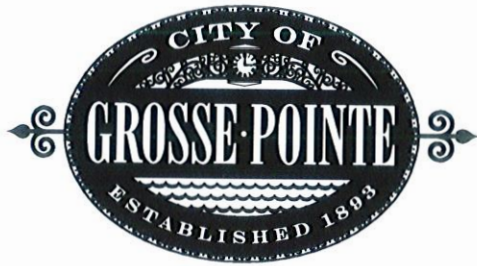


REVISED ON 11/23/2022

GRANTEE (TO): CITY OF GROSSE POINTE			PARCEL I.D. NO.: VARIES	
ADDRESS: 17147 MAUMEE AVENUE			GRANTOR (FROM):	
CITY, ST., & ZIP: GROSSE POINTE MI 48230			ADDRESS:	
			CITY, ST., & ZIP: GROSSE POINTE, MI 48230	
P.C. 239	TWP: GROSSE POINTE	COUNTY: WAYNE	AEW NO.: 0155-0229	BOOK NO.:
DRAWN BY: DWM		CHECKED BY: SVP	SCALE: 1" = 100'	
SHEET 1 OF 1		EASEMENT NO.:		CONST. PLAN PAGE NO.:
TITLE SEARCH:				

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***Council Meeting***  
***December 19, 2022***

<b>TITLE:</b> Lot 4 Parking Lot Reconstruction	<b>DATE:</b> December 13, 2022
--	--------------------------------

**SUMMARY:** On November 29<sup>th</sup> 2022, the City of Grosse Pointe opened bids to reconstruct Municipal Parking Lot 4. Included in the base bid is the sprucing up of both entrances to parking Lot 2 and the entrance to Lot 3 matching the same decorative metal arches as will be in lot 4 and the parking structure.

The new lot will incorporate features similar to that of Lots 1, 2, 3, and 6. Listed below are some highlights of the new parking lot :

- Entirely new electrical system with LED parking lot lights that match the fixture style of the streetscape decorative lights on Kercheval and other City owned parking lots in the Village
- Improved storm drainage including a bioswale that ties into stormwater, not sanitary system
- Decorative brick panel walls along the back of the lot
- Pay stations that will allow customers to pay with credit cards and extend their time by phone app
- Electronic solar crosswalk signals for the mid-block St. Clair pedestrian crossing
- Electric vehicle charging stations (to be provided by prior separate agreement)
- Decorative entrance arch similar to the St. Clair entrance of the parking structure
- A brick masonry enclosure for trash compactor
- Adds commercial parking spaces on adjacent commercial property, subject to executed easement
- Entirely reconstructed alley

If awarded, work on this project is anticipated to start in April of 2023, after Easter to accommodate CVS's request. The project is anticipated to take between three to four months to complete. Existing parkers in Lot 4 will be encouraged to use the parking structure during construction. The City received three bids and they are as follows:

Metropolitan Concrete Corp	\$1,713,560
Gibraltar Construction Company	\$1,984,660
Major Contracting Group Inc.	\$2,124,183

The city engineer, Anderson Eckstein & Westrick Incorporated, recommendation is attached. It was also recommended to not accept the alternate bid for signage as City staff can secure better pricing direct from a sign manufacturer.

**FINANCIAL IMPACT:** The cost of this project is included in the Parking Fund budget approved for Fiscal Year 2022-23.

**RECOMMENDATION:** Recommend award of the Lot 4 construction bid to Metropolitan Concrete Corporation as the lowest qualified bidder in the amount of \$1,713,560.

**REVIEWED BY:** Pete Dame



**TITLE:** City Manager

**PREPARED BY:** Pete Randazzo



**TITLE:** Public Service Director





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

51301 Schoenherr Road, Shelby Township, MI 48315  
586.726.1234 | [www.aewinc.com](http://www.aewinc.com)

December 14, 2022

Peter Randazzo, Director of Public Works and Service  
City of Grosse Pointe  
17147 Maumee Avenue  
Grosse Pointe, Michigan 48230

Reference: Parking Lot 4 Reconstruction  
City of Grosse Pointe  
AEW Project No. 0155-0229

Dear Mr. Randazzo:

Enclosed please find the tabulation of the bids received on November 29, 2022 for the above referenced project. Our office has reviewed the tabulation of the three (3) bids received and the low bidder is Metropolitan Concrete Corporation of Sterling Heights, Michigan in the amount of \$1,713,560.00 not including the alternate bid no. 1 of \$46,148.00. The engineer's estimate for this project was \$1,859,444.00 with \$19,945.00 for alternate bid no. 1. In summary, bids were received as follows:

1. Metropolitan Concrete Corporation	\$ 1,713,560.00
2. Gibraltar Construction Company	\$ 1,984,660.04
3. Major Contracting Group Inc.	\$ 2,124,182.68

This project involves the complete removal and replacement of Parking Lot 4 where the existing asphalt parking lot is in extremely poor condition; including a new aggregate base, new concrete driveway approaches to accommodate adjustments to vehicular travel path, new lighting, new dumpster enclosure and vegetative restoration with the placement of topsoil and sod.

Our office has worked with Metropolitan Concrete Corporation on previous projects. We received several reference contacts from Metropolitan Concrete Corporation to verify their capability of performing concrete reconstruction work and were able to speak with several of these references. In checking references, it is understood that Metropolitan Concrete Corporation has been in business for several years and specializes in the construction of concrete parking lots and installation of concrete floors for large scale commercial and industrial developments. In addition, they have completed concrete patch repair programs as a subcontractor for utility companies completing utility repairs for municipalities. The references we spoke with gave great reviews of Metropolitan Concrete noting their work to be of good quality and completed in a timely manner. Metropolitan Concrete Corporation recently completed the reconstruction of the parking lot and driveway entrances at St. Clair Shores City Hall, and based upon a field review of this project, it appears the work done was satisfactory.





Mr. Peter Randazzo  
December 14, 2022  
Page 2

Therefore, based upon the bids submitted, past experience, and references, we recommend that the Parking Lot 4 Reconstruction Project be awarded to Metropolitan Concrete Corporation, 6581 Metropolitan Parkway, Sterling Heights, Michigan 48312 at the bid amount of \$1,713,560.00. We are not recommending acceptance of Alternate No. 1. Considering the amount of the bid submitted by Metropolitan Concrete for Alternate No. 1, we feel that the City of Grosse Pointe will be able to secure more favorable pricing for the proposed signs by working directly with sign manufacturers and installing the signs with City personnel.

If you have any questions or require any additional information, please feel free to contact me at any time.

Sincerely,

A handwritten signature in blue ink that reads "Stephen V. Pangori".

Stephen V. Pangori, P.E.

Enclosures: Bid Tabulation

cc: Peter Dame, City Manager, City of Grosse Pointe  
Dean Martindale, AEW

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**TABULATION OF BIDS**  
CITY OF GROSSE POINTE  
PARKING LOT 4  
RECONSTRUCTION  
AEW PROJECT NO. 0155-0229

DATE: 11/29/2022  
TIME: 2:00 PM

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

**BIDDER RANKING**

<b>RANK</b>	<b>BIDDER'S NAME</b>	<b>ALTERNATE BID</b>	<b>TOTAL BID</b>
1	Metropolitan Concrete Corp.	\$ 46,148.00	\$ 1,713,560.00
2	Gibraltar Construction Company	\$ 11,694.00	\$ 1,984,660.04 *
3	Major Contracting Group Inc	\$ 19,266.00	\$ 2,124,182.68

**\*CORRECTED BY ENGINEER**



**TABULATION OF BIDS**

CITY OF GROSSE POINTE

PARKING LOT 4

RECONSTRUCTION

AEW PROJECT NO. 0155-0229

Metropolitan Concrete Corp.  
6581 Metro Parkway  
Sterling Heights, MI 48312

Gibraltar Construction Company  
2650 Van Horn Road  
Trenton, MI 48183

Major Contracting Group Inc  
12222 Greenfield Rd  
Detroit, MI 48227

Item No.	Description	Estimated Quantity	Units	Metropolitan Concrete Corp.		Gibraltar Construction Company		Major Contracting Group Inc	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	Mobilization, Max. \$50,000.00	1	LS	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
2.	Tree, Rem, 6 inch to 18 inch	13	Ea	1,025.00	13,325.00	500.00	6,500.00	700.00	9,100.00
3.	Dr Structure, Rem.	3	Ea	1,400.00	4,200.00	800.00	2,400.00	800.00	2,400.00
4.	Sewer, Rem, Less than 24 inch	370	Ft	45.00	16,650.00	51.50	19,055.00	43.00	15,910.00
5.	Curb and Gutter, Rem	660	Ft	10.00	6,600.00	13.00	8,580.00	12.00	7,920.00
6.	Pavt, Rem	5,858	Syd	11.00	64,438.00	17.88	104,741.04	18.00	105,444.00
7.	Sidewalk, Rem	95	Syd	13.00	1,235.00	23.00	2,185.00	21.00	1,995.00
8.	Brick Pavers, Rem, Salv	230	Sft	10.00	2,300.00	5.00	1,150.00	17.50	4,025.00
9.	Subgrade Undercutting	1,300	Cyd	39.00	50,700.00	15.00	19,500.00	34.00	44,200.00
10.	Sign, Rem, Salv	8	Ea	200.00	1,600.00	60.00	480.00	350.00	2,800.00
11.	Conduit, Rem	240	Ft	2.00	480.00	5.00	1,200.00	1.00	240.00
12.	Fence, Rem	195	Ft	17.00	3,315.00	33.00	6,435.00	30.00	5,850.00
13.	Parking Meter Post, Rem	70	Ea	50.00	3,500.00	80.00	5,600.00	200.00	14,000.00
14.	Light Pole Fixture, Rem	11	Ea	725.00	7,975.00	750.00	8,250.00	600.00	6,600.00
15.	Bollard, Rem	23	Ea	400.00	9,200.00	209.00	4,807.00	400.00	9,200.00
16.	Shrub, Rem	1	LS	300.00	300.00	500.00	500.00	3,800.00	3,800.00
17.	Excavation, Earth	200	Cyd	25.00	5,000.00	42.75	8,550.00	34.00	6,800.00
18.	Dr Structure, 48 inch dia	3	Ea	5,000.00	15,000.00	3,564.00	10,692.00	6,100.00	18,300.00
19.	Dr Structure, 48 inch dia, Modified	1	Ea	5,600.00	5,600.00	5,500.00	5,500.00	6,200.00	6,200.00
20.	Aqua-Swirl, AS-7	1	Ea	36,700.00	36,700.00	54,000.00	54,000.00	56,000.00	56,000.00
21.	Dr Structure Cover, Type D	3	Ea	1,000.00	3,000.00	1,000.00	3,000.00	700.00	2,100.00
22.	Dr Structure Cover, Type B	2	Ea	1,000.00	2,000.00	1,100.00	2,200.00	800.00	1,600.00
23.	Sewer, CI IV, 12 inch, Tr Det B	230	Ft	135.00	31,050.00	120.00	27,600.00	200.00	46,000.00
24.	Sanitary Sewer, Serv Lead, PVC, 6 inch	80	Ft	200.00	16,000.00	189.00	15,120.00	170.00	13,600.00
25.	Sanitary Sewer Cleanout, 6 inch	16	Ft	75.00	1,200.00	100.00	1,600.00	500.00	8,000.00
26.	Sewer Tap, 6 inch	1	Ea	2,000.00	2,000.00	1,500.00	1,500.00	1,400.00	1,400.00
27.	Sewer, Sch40 PVC, 6 inch	15	Ft	200.00	3,000.00	190.00	2,850.00	170.00	2,550.00
28.	Backflow Preventor, 6 inch	1	Ea	1,000.00	1,000.00	900.00	900.00	1,400.00	1,400.00
29.	Flsh Beacon, Rectangular Rapid, Solar Power, Dual	2	Ea	15,450.00	30,900.00	16,000.00	32,000.00	12,895.00	25,790.00
30.	Dr Structure Cover, Adj, Case 1	5	Ea	750.00	3,750.00	1,000.00	5,000.00	1,000.00	5,000.00





**TABULATION OF BIDS**

CITY OF GROSSE POINTE

PARKING LOT 4

RECONSTRUCTION

AEW PROJECT NO. 0155-0229

Metropolitan Concrete Corp.  
6581 Metro Parkway  
Sterling Heights, MI 48312

Gibraltar Construction Company  
2650 Van Horn Road  
Trenton, MI 48183

Major Contracting Group Inc  
12222 Greenfield Rd  
Detroit, MI 48227

Item No.	Description	Estimated Quantity	Units	Metropolitan Concrete Corp.		Gibraltar Construction Company		Major Contracting Group Inc	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
31.	Sanitary Structure Cover Adj, Case 1	3	Ea	950.00	2,850.00	1,000.00	3,000.00	1,800.00	5,400.00
32.	Conc Pavt, Nonreinf, 8 inch	1,632	Syd	57.50	93,840.00	81.00	132,192.00	120.00	195,840.00
33.	Conc Pavt, Nonreinf, 6 inch	3,850	Syd	46.00	177,100.00	65.00	250,250.00	100.00	385,000.00
34.	Conc Pavt, Nonreinf, 4 inch	23	Syd	300.00	6,900.00	81.00	1,863.00	84.00	1,932.00
35.	Aggregate Base, 8 inch	5,500	Syd	39.00	214,500.00	17.50	96,250.00	34.00	187,000.00
36.	Aggregate Base, 4 inch	25	Syd	40.00	1,000.00	16.00	400.00	22.00	550.00
37.	Curb and Gutter, Conc, Det F4	640	Ft	25.00	16,000.00	47.00	30,080.00	50.00	32,000.00
38.	Curb and Gutter, Conc, Det F4, Modified	900	Ft	25.00	22,500.00	47.00	42,300.00	52.00	46,800.00
39.	Curb and Gutter, Conc, M Detail	170	Ft	30.00	5,100.00	47.00	7,990.00	52.00	8,840.00
40.	Sidewalk, Conc, 6 inch	125	Sft	7.00	875.00	13.00	1,625.00	22.00	2,750.00
41.	Sidewalk, Conc, 4 inch	2,400	Sft	7.50	18,000.00	8.50	20,400.00	8.60	20,640.00
42.	Curb Ramp Opening, Conc	40	Ft	10.00	400.00	47.00	1,880.00	62.00	2,480.00
43.	Detectable Warning Surface	40	Ft	120.00	4,800.00	70.00	2,800.00	250.00	10,000.00
44.	Compactor Enclosure	1	LS	24,000.00	24,000.00	32,500.00	32,500.00	22,000.00	22,000.00
45.	Modular Wall, Conc	170	Ft	250.00	42,500.00	217.00	36,890.00	182.00	30,940.00
46.	Arch Entrance	4	Ea	73,000.00	292,000.00	127,000.00	508,000.00	70,000.00	280,000.00
47.	Pavt Mrkg, Waterborne, for Rest Areas, Parks, and Lots, 4 inch, Yellow	2,450	Ft	1.00	2,450.00	0.50	1,225.00	1.90	4,655.00
48.	Pavt Mrkg, Waterborne, for Rest Areas, Parks, and Lots, 4 inch, Blue	500	Ft	1.00	500.00	1.00	500.00	2.08	1,040.00
49.	Pavt Mrkg, Waterborne, Handicap Accessible Sym, Blue	6	Ea	100.00	600.00	75.00	450.00	69.28	415.68
50.	Pavt Mrkg, Waterborne, EV Sym, Geen	4	Ea	100.00	400.00	75.00	300.00	69.28	277.12
51.	Pavt Mrkg, Waterborne, Right Arrow Sym, Yellow	4	Ea	100.00	400.00	100.00	400.00	69.28	277.12
52.	Pavt Mrkg, Waterborne, Left Arrow Sym,	1	Ea	100.00	100.00	100.00	100.00	69.28	69.28
53.	Pavt Mrkg, Waterborne, Thru Arrow Sym , Yellow	8	Ea	100.00	800.00	100.00	800.00	58.62	468.96
54.	Pavt Mrkg, Waterborne, Thru and Lt Arrow Sym, Yellow	1	Ea	100.00	100.00	150.00	150.00	79.94	79.94
55.	Pavt Mrkg, Waterborne, Right Arrow Sym, Yellow	1	Ea	100.00	100.00	100.00	100.00	69.28	69.28
56.	Pavt Mrkg, Waterborne, 12 inch, Crosswalk, White	48	Ft	5.00	240.00	12.00	576.00	5.33	255.84
57.	Pavt Mrkg, Waterborne, 6 inch, Crosswalk, White	56	Ft	5.00	280.00	9.00	504.00	2.66	148.96
58.	Erosion Control, Gravel Access Approach	3	Ea	2,350.00	7,050.00	2,000.00	6,000.00	3,500.00	10,500.00
59.	Erosion Control, Silt Fence	200	Ft	6.00	1,200.00	4.00	800.00	7.50	1,500.00
60.	Erosion Control, Inlet Filter	6	Ea	200.00	1,200.00	200.00	1,200.00	170.00	1,020.00



**TABULATION OF BIDS**

CITY OF GROSSE POINTE

PARKING LOT 4

RECONSTRUCTION

AEW PROJECT NO. 0155-0229

Metropolitan Concrete Corp.  
6581 Metro Parkway  
Sterling Heights, MI 48312

Gibraltar Construction Company  
2650 Van Horn Road  
Trenton, MI 48183

Major Contracting Group Inc  
12222 Greenfield Rd  
Detroit, MI 48227

Item No.	Description	Estimated Quantity	Units	Metropolitan Concrete Corp.		Gibraltar Construction Company		Major Contracting Group Inc	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
61.	Topsoil Surface, Furn. 3 inch	595	Syd	12.00	7,140.00	25.00	14,875.00	6.00	3,570.00
62.	Sodding	595	Syd	8.00	4,760.00	6.00	3,570.00	9.00	5,355.00
63.	Water, Sodding/Seeding	25	Unit	200.00	5,000.00	100.00	2,500.00	300.00	7,500.00
64.	Bio-Swale	1	LS	8,925.00	8,925.00	20,000.00	20,000.00	12,000.00	12,000.00
65.	Brick Column, Rem	3	Ea	1,000.00	3,000.00	2,500.00	7,500.00	2,300.00	6,900.00
66.	Hh, Adj	20	Ea	1,100.00	22,000.00	500.00	10,000.00	1,000.00	20,000.00
67.	Sign, Rem	3	Ea	400.00	1,200.00	150.00	450.00	500.00	1,500.00
68.	Hh, Square	2	Ea	5,000.00	10,000.00	3,000.00	6,000.00	5,000.00	10,000.00
69.	Brick Pavers, Rem, Salv, Replace	130	Sft	35.00	4,550.00	10.00	1,300.00	40.00	5,200.00
70.	Detectable Warning Surface, Rem, Salv	5	Ft	100.00	500.00	200.00	1,000.00	128.00	640.00
71.	Detectable Warning Surface, Rem, Salv, Replace	5	Ft	300.00	1,500.00	300.00	1,500.00	415.00	2,075.00
72.	Shrub, Thuja o. Dark Green Heavy	5	Ea	400.00	2,000.00	350.00	1,750.00	600.00	3,000.00
73.	Ginkgo Biloba	3	Ea	800.00	2,400.00	1,000.00	3,000.00	900.00	2,700.00
74.	Acer rubrum 'Repointe'	6	Ea	650.00	3,900.00	1,000.00	6,000.00 *	750.00	4,500.00
75.	Taxus 'Hicksil'	84	Ea	175.00	14,700.00	150.00	12,600.00	220.00	18,480.00
76.	Calamagrostis a. Karl Foerster	42	Ea	50.00	2,100.00	60.00	2,520.00	42.00	1,764.00
77.	Iris Versicolor	24	Ea	18.00	432.00	35.00	840.00	25.00	600.00
78.	Lobelia cardinalis	44	Ea	25.00	1,100.00	35.00	1,540.00	25.00	1,100.00
79.	Lobelia siphilitica	29	Ea	25.00	725.00	29.00	841.00	25.00	725.00
80.	Liatris spicata	31	Ea	25.00	775.00	29.00	899.00	25.00	775.00
81.	Schizachyrium s. 'The Blues'	24	Ea	25.00	600.00	9.00	216.00	25.00	600.00
82.	Irrigation Pipe	300	Ft	4.00	1,200.00	8.00	2,400.00	68.00	20,400.00
83.	Sprinkler Head	4	Ea	125.00	500.00	200.00	800.00	135.00	540.00
84.	Conduit, DB, 2, 1 inch	525	Ft	24.00	12,600.00	2.00	1,050.00	9.70	5,092.50
85.	Conduit, DB, 1, 1 inch	775	Ft	22.00	17,050.00	2.00	1,550.00	7.50	5,812.50
86.	Conduit, DB, 2, 1-1/2 inch	250	Ft	26.00	6,500.00	3.00	750.00	12.70	3,175.00
87.	Conduit, DB, 2, 2 inch	435	Ft	36.00	15,660.00	4.00	1,740.00	14.30	6,220.50
88.	Conduit, DB, 1, 2 inch	555	Ft	27.00	14,985.00	4.00	2,220.00	10.00	5,550.00
89.	Conduit, DB, 1, 4 inch	40	Ft	75.00	3,000.00	7.00	280.00	17.00	680.00
90.	Electrical Service Panel	1	Ea	39,995.00	39,995.00	30,000.00	30,000.00	31,000.00	31,000.00



**TABULATION OF BIDS**

CITY OF GROSSE POINTE

PARKING LOT 4

RECONSTRUCTION

AEW PROJECT NO. 0155-0229

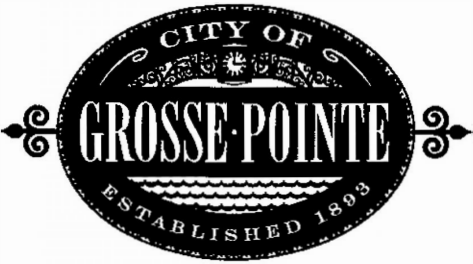
Metropolitan Concrete Corp.  
6581 Metro Parkway  
Sterling Heights, MI 48312

Gibraltar Construction Company  
2650 Van Horn Road  
Trenton, MI 48183

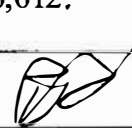

Major Contracting Group Inc  
12222 Greenfield Rd  
Detroit, MI 48227

Item No.	Description	Estimated Quantity	Units	Metropolitan Concrete Corp.		Gibraltar Construction Company		Major Contracting Group Inc	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
91.	Compactor Disconnect	1	Ea	10,500.00	10,500.00	500.00	500.00	550.00	550.00
92.	Electrical Wiring System	1	LS	65,500.00	65,500.00	105,399.00	105,399.00	92,000.00	92,000.00
93.	Light Pole, Single, LED Fixture	4	Ea	6,200.00	24,800.00	2,800.00	11,200.00	4,400.00	17,600.00
94.	Light Pole, Double, LED Fixture	7	Ea	9,500.00	66,500.00	5,000.00	35,000.00	7,700.00	53,900.00
95.	Traffic Maintenance and Control	1	LS	3,800.00	3,800.00	95,000.00	95,000.00	34,000.00	34,000.00
96.	Underdrain, Subgrade, Open-Graded, 6 inch	36	Ft	60.00	2,160.00	25.00	900.00	150.00	5,400.00
97.	Landscape Edging, Steel	70	Ft	10.00	700.00	15.00	1,050.00	17.00	1,190.00
98.	Cobbles on Filter Fabric	5.00	Cyd	200.00	1,000.00	500.00	2,500.00	183.00	915.00
<b>TOTAL OF ALL BID PRICES</b>				<b>\$</b>	<b>1,713,560.00</b>	<b>\$</b>	<b>1,984,660.04</b>	<b>\$</b>	<b>2,124,182.68</b>
<b>*CORRECTED BY ENGINEER</b>									
<b>ALTERNATE BID NO. 1</b>									
99.	Sign, Special S-A	5	Ea	400.00	2,000.00	147.00	735.00	100.00	500.00
100.	Sign, Special S-B	13	Ea	337.00	4,381.00	30.00	390.00	90.00	1,170.00
101.	Sign, Special S-C	15	Ea	337.00	5,055.00	30.00	450.00	90.00	1,350.00
102.	Sign, Special S-D	1	Ea	337.00	337.00	30.00	30.00	90.00	90.00
103.	Sign, Special S-E	35	Ea	452.00	15,820.00	120.00	4,200.00	260.00	9,100.00
104.	Sign, Special S-F	4	Ea	495.00	1,980.00	135.00	540.00	280.00	1,120.00
105.	Sign, Special S-G	2	Ea	495.00	990.00	135.00	270.00	280.00	560.00
106.	Sign, Special S-H	9	Ea	495.00	4,455.00	135.00	1,215.00	280.00	2,520.00
107.	Sign, Type III B	42	Sft	229.00	9,618.00	20.00	840.00	28.00	1,176.00
108.	Post, Steel, 3 lb	168	Ft	9.00	1,512.00	18.00	3,024.00	10.00	1,680.00
<b>TOTAL OF ALTERNATE BID NO. 1 PRICES</b>				<b>\$</b>	<b>46,148.00</b>	<b>\$</b>	<b>11,694.00</b>	<b>\$</b>	<b>19,266.00</b>



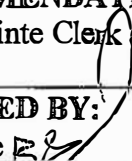


***Council Meeting  
December 19, 2022***

<b>TITLE:</b> Public Parking Lots 1 & 4 Surveillance Camera Purchase		<b>DATE:</b> December 12, 2022
<p><b>SUMMARY:</b> In August of this year, City Council approved the purchase of new parking equipment for the Municipal Park Lot 1, (Kroger parking lot) to replace the individual parking meters. City staff reached out to its current vendor, Pointe Alarm, for a surveillance camera solution to tie into its existing camera system for the downtown parking areas. Pointe Alarm also provided a quote for the Lot 4 surveillance system. The Lot 4 system will also be tied into its current surveillance system. Traffic and Safety, the City’s parking equipment vendor, also provided a cloud base camera system quote as well.</p>		
Pointe Alarm	Grosse Pointe Woods	Lot 1 \$ 6,483 Lot 4 \$ 10,129 Total = \$16,612
Traffic and Safety		Lot 1 \$10,792 Lot 4 \$18,886 Total = \$29,678
<p>Pointe Alarm has intimate knowledge with the current system and infrastructure in the downtown district parking areas. Each parking lot will receive a new licensing, cameras, cabling and installation. Staff feels comfortable with the quote provided from Pointe Alarm and can start install ASAP if approved for Lot 1 and during the project of Lot 4.</p>		
<b>FINANCIAL IMPACT:</b> Funds for the camera system will be paid through the Parking Fund.		
<b>RECOMMENDATION:</b> Motion to award the bid of the surveillance cameras system to Pointe Alarm in the amount of \$16,612.		
<b>REVIEWED BY:</b> Peter Dame		<b>TITLE:</b> City Manager
<b>PREPARED BY:</b> Peter Randazzo		<b>TITLE:</b> Public Service Director




Council Meeting  
December 19, 2022

<b>TITLE:</b> Appointment of Clerk	<b>DATE:</b> December 19, 2022
<p><b>SUMMARY:</b>                  Julie Arthurs is retiring from the City of Grosse Pointe after serving as City Clerk since 2001 and working for the City since 1996.</p> <p>Christopher Hardenbrook is the Assistant to the City Manager and Assistant City Clerk. He has a Masters in Public Administration from Northern Michigan University. He has worked for the City as a department head and/or in administration since 2004.</p> <p>Under the City Charter, the City Council must appoint an employee to designate as Clerk. The Clerk reports to the City Manager. The City Manager recommends that Chris Hardenbrook serve as the City Clerk.</p>	
<p><b>FINANCIAL IMPACT:</b> none.</p>	
<p><b>RECOMMENDATION:</b> Approval of motion appointing Chris Hardenbrook as the City of Grosse Pointe Clerk and as the designated Freedom of Information Act contact,</p>	
<p><b>PREPARED BY:</b>                  Pete Dame </p>	<p><b>TITLE:</b>                  City Manager</p>



***Council Meeting***  
***December 19, 2022***

<b>TITLE:</b> Resolution honoring Julie Arthurs	<b>DATE:</b> December 19, 2022
<b>SUMMARY:</b> Assistance City Manager / City Clerk Julie Arthurs is retiring after twenty-six years of service to the City of Grosse Pointe.  A resolution has been drafted recognizing her service which is attached for your review.	
<b>FINANCIAL IMPACT:</b> None.	
<b>RECOMMENDATION:</b> Motion to approve the Resolution of Appreciation honoring Julie Arthurs.	
<b>REVIEWED BY:</b> Peter Dame 	<b>TITLE:</b> City Manager



**RESOLUTION OF APPRECIATION**

*WHEREAS, Julie Arthurs began her career in public service during high school working part-time for the City of Center Line. After graduation, Julie was hired as a full-time clerk in Centerline and began a career-long focus on administration of municipal records and elections.*

*WHEREAS, Julie Arthurs joined the City of Grosse Pointe as the Assistant City Clerk on July 8, 1996, beginning a 26-year tenure with the City. In 2001, Julie was appointed City Clerk upon the retirement of the previous City Manager/Clerk. Since 2010, Julie has served as both Assistant City Manager and City Clerk for the City of Grosse Pointe.*

*WHEREAS, Julie Arthurs has performed the difficult and complex duties of City Clerk with grace and great aplomb. She earned certification from the International Association of Municipal Clerks, an achievement she kept up throughout her tenure. From running elections to managing vital records and treasured City documents, Julie personified the tradition of Grosse Pointe City's commitment to excellence. Whether attending to administrative duties, dealing with employees and elected officials, or serving residents and business people, Julie was highly respected, always professional, friendly, and responsive.*

*WHEREAS, Julie Arthurs upholds the highest of standards for public servants. She is knowledgeable, efficient, hard-working, and organized. She acts with integrity and honesty at all times. She is a model for all who aspire to work on behalf of the public good.*

*THEREFORE, BE IT RESOLVED, that the Mayor, City Council, and the citizens of the City of Grosse Pointe do hereby extend their most grateful appreciation to Julie Arthurs for her full public service career, especially for her 26 years on behalf of the Grosse Pointe community.*

*BE IT FURTHER RESOLVED, that the Mayor, City Council, and City staff congratulate Julie on her retirement and wish her and her husband, Ken, joy and fulfillment in their travels ahead.*

*Presented by City Council on December 19, 2022*

\_\_\_\_\_  
*Sheila Tomkowiak, Mayor*

\_\_\_\_\_  
*Chris D. Walsh  
Councilmember*

\_\_\_\_\_  
*Don Parthum  
Councilmember*

\_\_\_\_\_  
*Terrence Thomas  
Councilmember*

\_\_\_\_\_  
*Maureen Juip  
Councilmember*

\_\_\_\_\_  
*David Fries  
Councilmember*

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*Seth Krupp  
Councilmember*