



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

(313) 343-2440  
Fax (313) 343-2785

**NOTICE OF MEETING  
AND  
AGENDA**

**COMMITTEE-OF-THE-WHOLE**

Mayor Robert E. Novitke has called a meeting of the City Council, meeting as a Committee-of-the-Whole, for **Monday, May 8, 2017, at 6:00 p.m.** The meeting will be held in the Conference Room of the Municipal Building, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 and is accessible through the Municipal Court doors. In accordance with Public Act 267, the meeting is open to the public and the agenda items are as follows:

1. Call to Order
2. Roll Call
3. Acceptance of Agenda
4. Plante Moran Audit Contract
  - A. Memo 04/21/17 – City Administrator and Treasurer/Comptroller
  - B. Letter 02/01/17 – W. Brickey, w/attachments
  - C. Letter 04/04/14 – M. Hurst
  - D. Professional Services Agreement – Audit Services, Addendum to Plante & Moran PLLC Engagement Letter  
Letter 11/15/13 – Postlethwait & Netterville (System Review Report)
5. Keller Thoma Rate Review
  - A. Letter 04/28/17 – R. Fanning, Keller Thoma
6. Milk River Intercounty Drain Drainage District
  - A. Temporary Access Easement
  - B. Drain Easements (Permanent and Temporary)
7. Lot Split
  - A. Aerial Map
8. Payroll Withholding Update
9. New Business/Public Comment
10. Adjournment

**Bruce Smith**  
City Administrator

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

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

cc:  
Council – 7  
Berschback  
Smith  
Hathaway

Rec. Secretary  
Email Group  
Media - Email

Post -8  
File



CITY OF GROSSE POINTE WOODS  
Office of the City Treasurer/Comptroller

4A

RECEIVED  
APR 27 2017  
CITY OF GROSSE PTE. WOODS

Memorandum

**DATE:** April 21, 2017  
**TO:** City Council  
**SUBJECT:** Plante Moran, PLLC

Please find attached a letter dated February 1, 2017 from William Brickey regarding Plante Moran's proposed 3-year cost schedule for fiscal year 2017, 2018 and 2019, with an option to extend two years further should the City chose.

Plante Moran has been providing audit services to the City of Grosse Pointe Woods since fiscal year 2007 and have and continue to provide outstanding services to the City on various platforms. Plante Moran's proposal is for the City to enter into a three-year engagement for auditing services with the City beginning fiscal year 2017.

Given historical budgetary constraints, the firm has proposed that the 2017 rate will be the same as it was in 2016. (A copy of the previous letter of engagement and contract with Plante Moran has been attached for your information). Going forward from 2017 they have proposed modest increases of 2% per year through 2019. There is a caveat in this proposal to extend the contract out to five years should the City chose to do so at any time during this agreement.

Additionally, Plante Moran's fee schedule includes a proposal to audit the City's Municipal Court as a separate stand alone unit. Plante Moran has extensive experience with the auditing of District Court's located throughout southeast Michigan; a list of which is attached for your reference.

Proposed Fee Schedule is as follows:

	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
CAFR Audit	\$54,000	\$55,100	\$57,350
Municipal Court	<u>\$ 5,000</u>	<u>\$ 5,100</u>	<u>\$ 5,200</u>
	\$59,000	\$60,200	\$62,550

*\*If a Single Audit is required as a result of one, or more, federal programs, additional charges will apply.*

Annual audit costs are paid from multiple fund which include: General, Major Road, Local Road, Solid Waste, Grosse Gratiot Drain, Worker's Comp and Motor Pool. Fiscal year 2017-18 has allocated total funding for the audit of \$58,710, which would cover the additional expense of a Single Audit, should one be necessary. Funds were not allocated in the 2017-18 Fiscal Year in the Municipal Court budget therefore a budget amendment to budget line 101-136-818.000, Rental/Contractual, would be necessary.



Entering into this engagement with Plante Moran does not obligate the City to utilize Plante Moran should a situation occur where termination of the agreement is desired on behalf of either party. The agreement may be terminated upon written notice by either party as stated in Section 20 of the previous Professional Services Agreement.

**Recommendation**

It is our recommendation that Council authorize the City Administrator to execute the agreement between the City of Grosse Pointe Woods and Plante Moran to enter into a three (3) year engagement for audit services, to include the addition of the audit of our Municipal Court. We believe an annual audit of our court to be a good investment and recommend entering into this commitment for the same three (3) year period.

Respectfully submitted,



Cathrene Behrens  
Treasurer/Comptroller



Bruce Smith  
City Administrator

February 1, 2017

Mayor and Members of the City Council  
c/o Mr. Robert Novitke, Mayor  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

Dear Mayor and Members of the City Council:

As the City's Auditor, Plante Moran respectfully submits the following proposed fee schedule for a three-year extension, with an option for two additional years, for the audit of the City's Comprehensive Annual Financial Report and related Federal Awards Programs for the fiscal years ended June 30, 2017 through June 30, 2021. The City is an important and valued client of our firm. We are proud of the long-term relationship we have developed with the City and look forward to working with you in the future.

We have enjoyed being of service to the City of Grosse Pointe Woods and believe that we have brought value to City management through our audit, accounting, and business advisory services. The City comptroller's office continues to do very high quality work, which has helped to continue keeping the fees associated with the annual audit to a reasonable level. Our policy of colleague partnering and periodic planned staff rotation assures a continued fresh look at City financial matters. While certain audit team members rotate on the engagement, we have maintained certain key engagement staff which lessens the distractions for the comptroller's office and allows you to avoid spending needless time training auditors. In addition, our years of experience with the City's financial matters and knowledge of your internal control structure will help with the transition of the new comptroller in 2017.

Because we work closely with over 150 municipal clients in the State of Michigan and a majority of the metro Detroit municipalities, we understand the many financial challenges that communities are facing. Our relationship with the City of Grosse Pointe Woods is very important to us and for that reason, we offer to freeze our audit fee for the fiscal years 2017 at the same level as 2016 with a modest increase of 2% for the fiscal years 2018, 2019, 2020, and 2021. (See Attached Schedule)

We believe that we have served the City well during our time as auditors. We have performed timely audits, assisted with the State of Michigan's incentive programs, accounting issues, provided employee benefit consulting, recommended value-added suggestions for improvements in operations and internal controls, and worked well with City staff and Council.

**DRAFT**

Mayor and Members of the City Council  
c/o Mr. Robert Novitke, Mayor  
City of Grosse Pointe Woods

February 1, 2017  
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Once again, thank you for the opportunity to serve the City of Grosse Pointe Woods. The City of Grosse Pointe Woods is an important client to me personally and to our firm as a whole. I am appreciative of the opportunity to continue to serve the City and will work very diligently with your Comptroller and City management to ensure that the audit remains effective and efficient with high value add.

If you have any questions, please contact me at 313 496-7231.

Yours truly,

**PLANTE & MORAN, PLLC**

William E. Brickey

plante  
  
moran

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DRAFT

Mayor and Members of the City Council  
c/o Mr. Robert Novitke, Mayor  
City of Grosse Pointe Woods

February 1, 2017  
Page 3

Proposed Audit Fees for the Years ending June 30:

	2017 (1)	2018 (2)	2019 (2)	2020 (2)	2021 (2)
CAFR Audit	\$54,000	\$55,100	\$57,350	\$58,500	\$59,675
Single Audit (If Necessary)	\$4,200 (3)	\$4,300 (3)	\$4,400 (3)	\$4,500 (3)	\$4,600 (3)
Municipal Court	\$5,000 (4)	\$5,100 (4)	\$5,200 (4)	\$5,300 (4)	\$5,400 (4)

- (1) Freeze fees based on the year ended June 30, 2016 audit fee
- (2) Fees were increased by an inflationary factor of 2%.
- (3) Single Audit fee includes the audit of one major federal program, additional programs will be an additional \$4,000 per program
- (4) The audit of the Municipal Court is optional. Historically it has been audited by the State Court Administrators office and not Plante Moran.

# Michigan Governmental Clients of Plante & Moran

Our client roster includes over 500 governmental entities, 200 public school districts, 55 colleges and universities, and 1,000 not-for-profit entities across the country. Below is a sample of the governmental clients we serve. **Communities who have received a Certificate of Achievement for Excellence in Financial Reporting (GFOA CAFR award) reporting are marked with an \*.**

## CITIES, TOWNSHIPS, AND VILLAGES

<b>GENESEE COUNTY</b>	<b>OAKLAND COUNTY</b>	<b>WAYNE COUNTY</b>
City of Clio	City of Auburn Hills	Township of Brownstown
City of Davison	City of Berkley*	Township of Canton*
Davison Township	Village of Beverly Hills	City of Dearborn*
Fenton Township	City of Birmingham*	City of Dearborn Heights
Flint Township	City of Bloomfield Hills	City of Garden City
Flushing Township	City of Farmington	City of Gibraltar
Township of Grand Blanc*	City of Farmington Hills*	City of Grosse Pointe
Holly Village	Township of Highland	City of Grosse Pointe Farms*
City of Mt. Morris	Township of Independence	City of Grosse Pointe Woods*
Township of Mt. Morris	City of Lathrup Village	City of Harper Woods
Township of Mundy	City of Madison Heights	Township of Huron
City of Swartz Creek	Township of Milford	City of Lincoln Park
Thetford Township	Village of Milford	City of Livonia
Vienna Township	Oakland Township	City of Melvindale
	Orion Township	City of Northville
<b>MACOMB COUNTY</b>	City of Rochester Hills*	Township of Northville*
Chesterfield Township	City of Southfield*	Township of Plymouth*
Township of Clinton	City of South Lyon	Township of Redford
City of Eastpointe	Township of Waterford*	City of Riverview
Township of Macomb	Township of West Bloomfield	City of Rockwood
City of Mt. Clemens	City of Wixom*	City of Romulus
City of Richmond		City of Southgate
City of Roseville	<b>WASHTENAW COUNTY</b>	City of Taylor
Township of Shelby	City of Chelsea	City of Trenton
City of St. Clair Shores*	City of Saline	Township of Van Buren
City of Warren*	Township of Scio	City of Westland
Township of Washington	Township of Sylvan	City of Woodhaven
City of Warren*		City of Wyandotte

***\*Awarded Certificate of Achievement for Excellence in Financial Reporting***



# Michigan Governmental Clients of Plante & Moran

## OTHER GOVERNMENTAL UNITS

<ul style="list-style-type: none"> <li>• Aerotropolis Development Corporation</li> <li>• Ann Arbor Transportation Authority</li> <li>• Battle Creek Unlimited, Inc.</li> <li>• Benton Harbor-St. Joseph Joint Sewage Disposal Board</li> <li>• Birmingham Area Cable Board</li> <li>• Bishop International Airport Authority</li> <li>• Boulder Housing Partners, CO</li> <li>• Buchanan Dial-A-Ride</li> <li>• Central Wayne County Sanitation Authority</li> <li>• Chicago Teachers Pension Fund</li> <li>• Columbus-Franklin County Finance Authority</li> <li>• Columbus Metropolitan Housing Authority</li> <li>• Columbus Regional Airport Authority*</li> <li>• Community Mental Health Authority of Clinton, Eaton and Ingham Counties</li> <li>• Conference-Western Wayne</li> <li>• Davison Downtown Development Authority</li> <li>• Davison Local Development Finance Authority</li> <li>• Davison Richfield Area Fire Authority</li> <li>• Davison Richfield Senior Citizens Authority</li> <li>• Denver Housing Authority</li> <li>• DesMoines Airport</li> <li>• Detroit Housing Commission</li> <li>• Detroit Retirement Systems</li> <li>• Detroit VEBAs</li> <li>• Detroit Wayne County Community Mental Health Authority</li> <li>• Downriver Community Conference</li> <li>• Downriver Mutual Aid</li> <li>• East Lansing-Meridian Water and Sewer Authority</li> <li>• Elderly Housing Corporation of Westland</li> <li>• Flint Bishop Airport</li> <li>• Franklin County Municipal Clerk of Courts</li> <li>• Franklin Park Conservatory</li> <li>• Genesee County Drain Commission</li> <li>• Genesee County Land Bank</li> <li>• Genesee County 911 Consortium</li> <li>• Genesee County Self Insurance Pool Trust</li> <li>• Genesee Metropolitan Planning Commission</li> <li>• Grosse Pointes-Clinton Refuse Disposal Authority</li> <li>• Henry McMorran Memorial Auditorium Authority</li> <li>• Illinois Medical District Commission</li> <li>• Iowa Communities Assurance Pool (ICAP)*</li> <li>• Macomb County Art Authority</li> <li>• Macomb County COMET (Enforcement Team)</li> <li>• Macomb County Zoological Authority</li> <li>• Municipal Employees Retirement System of Michigan (MERS)*</li> </ul>	<ul style="list-style-type: none"> <li>• Michigan Public Power Agency</li> <li>• Nankin Transit Commission</li> <li>• Northville Community Recreation Commission</li> <li>• Oakland County Local Development Company</li> <li>• Oakland County Community Mental Health Authority</li> <li>• Oakland County Zoological Authority</li> <li>• Ohio Township Association Risk Management Authority (OTARMA)*</li> <li>• Older Person's Commission (Rochester Hills)</li> <li>• Pontiac Retirement Systems</li> <li>• Port of Greater Cincinnati Development Authority</li> <li>• Resource Recovery and Recycling Authority of Southwest Oakland County</li> <li>• RiverSouth Authority</li> <li>• Rochester-Avon Recreation Authority</li> <li>• Saline Area Fire Department</li> <li>• Southeast Macomb Sanitary District</li> <li>• Southeast Michigan Community Alliance (SEMCA)</li> <li>• Southeast Michigan Council of Governments (SEMCOG)</li> <li>• Southeast Oakland County Resource Recovery Authority (SOCRRA)</li> <li>• Southeastern Oakland County Water Authority (SOCWA)</li> <li>• South Huron Valley Utility Authority</li> <li>• South Macomb Disposal Authority</li> <li>• Southwest Oakland Cable Commission</li> <li>• SW Barry County Sewer &amp; Water Authority</li> <li>• Suburban Mobility Authority for Regional Transportation (SMART)</li> <li>• STAR Ohio</li> <li>• Taylor Community Development Corporation</li> <li>• Tri-State Fire District</li> <li>• Washington &amp; Bruce Township Parks &amp; Recreation</li> <li>• Washington &amp; Bruce Township Star Transportation</li> <li>• Warren Police &amp; Fire Retirement System</li> <li>• Wayne County Airport Authority*</li> <li>• West Bloomfield Parks and Recreation Commission</li> <li>• Western Townships Utilities Authority</li> <li>• Wyandotte Municipal Service Commission</li> </ul>
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***\*Awarded Certificate of Achievement for Excellence in Financial Reporting***



# Michigan Governmental Clients of Plante & Moran

## DISTRICT COURT CLIENTS OF PLANTE & MORAN

<ul style="list-style-type: none"><li>• District Court Funds of District No. 35 Townships of Canton, Northville, Plymouth and Cities of Northville and Plymouth, Michigan</li><li>• District Court Funds of District No. 41B Charter Township of Clinton, Michigan</li><li>• District Court Funds of District No. 20 City of Dearborn Heights, Michigan</li><li>• District Court Funds of District No. 47 City of Farmington, Michigan</li><li>• District Court Funds of District No. 21 City of Garden City, Michigan</li><li>• District Court Funds of District No. 32A City of Harper Woods, Michigan</li><li>• District Court Funds of District No. 16 City of Livonia, Michigan</li><li>• District Court Funds of District No. 17 Charter Township of Redford, Michigan</li><li>• District Court Funds of District No. 25 City of Lincoln Park, Michigan</li><li>• District Court Funds of District No. 34 City of Romulus, Michigan</li></ul>	<ul style="list-style-type: none"><li>• District Court Funds of District No. 33</li><li>• Cities of Flat Rock, Rockwood, Woodhaven, Gibraltar, Township of Brownstown, and Grosse Ile</li><li>• District Court Funds of District No. 27, Division No. 2 City of Riverview, Michigan</li><li>• District Court Funds of District No. 39 City of Roseville, Michigan</li><li>• District Court Funds of District No. 40 City of St. Clair Shores, Michigan</li><li>• District Court Funds of District No. 28 City of Southgate, Michigan</li><li>• District Court Funds of District No. 41A City of Sterling Heights, Michigan</li><li>• District Court Funds of District No. 23 City of Taylor, Michigan</li><li>• District Court Funds of District No. 18 City of Westland, Michigan</li><li>• District Court Funds of District No. 27 Division No. 1 City of Wyandotte, Michigan</li><li>• District Court Funds of District No. 51 Township of Waterford, Michigan</li></ul>
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***\*Awarded Certificate of Achievement for Excellence in Financial Reporting***

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April 4, 2014

Mr. Alfred Fincham  
City of Grosse Pointe Woods  
20025 Mack Plaza Drive  
Grosse Pointe Woods, MI 48236

Dear Mr. Fincham:

We continue to be complimented by your selection of our firm to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to City of Grosse Pointe Woods ("the City").

We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature and limitations of the services we will provide and the terms of our engagement with the City of Grosse Pointe Woods to provide these services.

#### Scope of Services

We will audit the City's basic financial statements and federal awards as of and for the year ended June 30, 2015 and 2016.

If you require any additional services, including accounting, consulting, or tax assistance, those services will be detailed in a separate engagement letter.

#### Timing of Services

We expect to begin fieldwork in conjunction with the year-end audit. We anticipate that our on-site audit work will end in October and that our report will be issued by the end of December.

#### Fees and Payment Terms

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that Plante Moran staff expend at our current hourly rates. We estimate that our fee for this engagement will be as follows:

Audit for year ending June 30, 2015	\$52,900
Audit for year ending June 30, 2016	\$54,000

FY 2014 50,250

As we will be making an additional investment to see the City through the implementation of GASB 67 & GASB 68, there will be an additional implementation cost for these standards not to exceed \$3,000 annually for fiscal years ended 2014 and 2015.



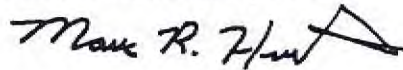
Invoices for audit services will be rendered to reflect this payment schedule. Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Sincerely yours,

**PLANTE & MORAN, PLLC**

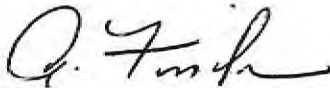


Mark R. Hurst, CPA  
Partner

**Agreed and Accepted**

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between City of Grosse Pointe Woods and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Grosse Pointe Woods



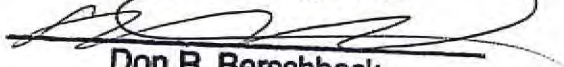
Mr. Alfred Fincham

4-25-14

Date

CITY ADMINISTRATOR  
Title

Approved for Signature



Don R. Berschback  
City Attorney

Date: 4-23-14

plante  
moran



## Professional Services Agreement – Audit Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for audit services dated April 4, 2014 between Plante & Moran, PLLC (referred to herein as "PM") and City of Grosse Pointe Woods (referred to herein as "the City").

1. **Financial Statements** – The financial statements of the City being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).
2. **Management Responsibilities** – the City management is responsible for the preparation and fair presentation of these financial statements and the schedule of federal awards in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of the City personnel responsible for the City's underlying accounting and financial records.

the City personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and the schedule of federal awards, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit. This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM's audit. In addition, the City will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. the City will allow PM unrestricted access to personnel within the company from whom PM determines it necessary to obtain audit evidence.

Management is responsible for making all management decisions and performing all management functions relating to the financial statements, supplementary financial information, and related notes and for accepting full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the financial statements, supplementary financial information, and related notes. The City has designated Dee Ann Irby to oversee financial statement related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the financial statements, supplementary financial information, and related notes prior to their issuance and have accepted responsibility for the adequacy of the financial statements.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting the company involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting the company received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

3. **Objective of an Audit of Financial Statements** – The objective of PM's audit is the expression of an opinion on the City financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unqualified or that it will be able to form an opinion about these financial statements in the event that the City's internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be other than unqualified, PM will discuss the reasons with the City management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.
4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor's report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by the City of the supplementary information and the auditor's report thereon.
5. **Internal Controls** – the City is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable



laws and regulations, including those applicable to federal awards, and with the provisions of contracts and grant agreements. PM, in making its risk assessments, will consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of the City's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM's attention.

6. **Audit Procedures and Limitations** – PM's audit of the financial statements will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the City financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, the City acknowledges that PM's audit cannot guarantee that all instances of error or fraud will be identified.

7. **Government Auditing Standards** – Under *Government Auditing Standards*, PM will make some assessments of the City's compliance with laws, regulations, and contract provisions. While those assessments will not be sufficient to identify all noncompliance with applicable laws, regulations, and contract provisions, PM will communicate all noncompliance conditions that come to PM's attention.

PM's audit of the City's federal awards will be made in accordance with generally accepted auditing standards, standards for financial statement audits contained in *Government Auditing Standards*, the Single Audit Act Amendments of 1996 (P.L. 104-156), and the provisions of Office of Management and Budget's (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.

Management is responsible for corrective action on all audit findings, including preparation of a schedule of prior audit findings and corrective action plans, if necessary.

In accordance with *Government Auditing Standards*, a copy of PM's most recent peer review report is included as an attachment to this agreement.

8. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of the City, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of the City's governing board, and the City acknowledges and agrees that communication in this manner is sufficient for the City's purposes.

Under *Government Auditing Standards* PM is obligated to communicate instances of fraud, noncompliance or abuse that is material to the financial statements to those responsible for governance of the City. In certain situations, *Government Auditing Standards* require disclosure of instances of known or likely fraud, noncompliance, or abuse directly to applicable governmental agencies. If such acts are detected during PM's audit, PM will make required disclosures regarding these acts to applicable government agencies.

9. **Accounting and Financial Records** – the City agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all the City financial records and related information available to PM for purposes of PM's audit. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on the City providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of the City's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.



In any circumstance where PM's work is rescheduled due to the City's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

10. **Audit Adjustments** – PM will recommend adjustments to the City's accounting records that PM believes are appropriate. the City management is responsible for adjusting the City accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the City financial statements specified in this agreement.
11. **Management Representations** – the City is responsible for the financial statements and federal awards being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from the City officers, management and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error or fraud to go undetected by PM's procedures. Accordingly, the City acknowledges and agrees that it will instruct each person providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial statements will be considered a material breach of this agreement. In addition, as a condition of its audit engagement, the City agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in the City financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

12. **Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. the City may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplemental information, as appropriate) are reproduced and distributed with that report. The City agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if the City intends to make reference to PM in a publication of any type, the City agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. the City acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this agreement. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the City's Internet website, the City understands that electronic sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

13. **Securities Offerings** – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event the City elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and request PM's consent to such incorporation or reference, the City understands that PM must perform additional procedures, the nature and extent of which will be at PM's sole discretion, and agrees that additional fees for such work will be determined based on the actual time that PM staff expend at current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.



14. **Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If the City requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
15. **Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of the City, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to the City, and PM will not use such information for any purpose other than its audit or disclose such information to any other person or entity without the prior written consent of the City.

In some circumstances, PM may use third-party service providers to assist with PM's audit services. PM will inform the City if it intends to use a third-party service provider. In order to enable these service providers to assist PM in this capacity, PM must disclose information to these service providers that is relevant to the services they provide. Disclosure of such information shall not constitute a breach of the provisions of this agreement.

In the interest of facilitating PM's services to the City, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, the City recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consent to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both the City and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Further, in compliance with Office of Management and Budget's (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, PM's working papers will be made available to federal award program representatives at PM offices during normal business hours during the audit and for a period of three years after the issuance of the report. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform the City in a timely manner of such request and to cooperate with the City should it attempt, at the City's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to the City as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Both the City and PM acknowledge that upon completion of the audit PM is required to send an electronic copy of the City's financial report, PM's official letter of comments and recommendations, and auditing procedures report directly to the State of Michigan pursuant to Michigan Department of Treasury Regulations. The City authorizes and directs PM to provide such information and disclosure of such information shall not constitute a breach of the provisions of this agreement.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon the City's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. The City acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

16. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by the City regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. The City acknowledges that the following circumstances will result in an increase in fees:



## Professional Services Agreement – Audit Services

- Failure by the City to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure by the City to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances;
- Delays by the City causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

PM will endeavor to advise the City in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

17. **Payment Terms** – PM's invoices for audit services are due on the agreed-upon dates. Other invoices are due upon receipt. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's audit work or issuance of PM's audit report upon resumption of PM's work. the City agrees that in the event PM stops work or terminates this Agreement as a result of the City's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
18. **Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. The City acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
19. **Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with the City and request cooperation in whatever investigation and modification of the financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and the City acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.
20. **Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. The City will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.
21. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

## End of Professional Services Agreement – Audit Services





A Professional Accounting Corporation  
Associated Offices in Principal Cities of the United States  
[www.pncpa.com](http://www.pncpa.com)

**System Review Report**

To the Partners of Plante & Moran, PLLC  
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC (the firm) applicable to non-SEC issuers in effect for the year ended June 30, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, audits performed under FDICIA and examinations of service organizations (SOC 1 and SOC 2).

In our opinion, the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC, applicable to non-SEC issuers in effect for the year ended June 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Plante & Moran, PLLC has received a rating of *pass*.

*Postlethwaite & Netterville*

Baton Rouge, Louisiana  
November 15, 2013

5A

# KELLER THOMA

A PROFESSIONAL CORPORATION

THOMAS L. FLEURY  
GARY P. KING  
LARRY E. POWE  
RICHARD W. FANNING, JR.  
LAURI A. READ  
GOURI G. SASHITAL  
STACY L. JITIANU  
BRIAN M. RICHARDS \*\*  
MINDY BARRY†  
CHELSEA K. DITZ

Also admitted in Illinois\*\*  
Also admitted in Virginia†

COUNSELORS AT LAW

26555 EVERGREEN ROAD, SUITE 1240  
SOUTHFIELD, MICHIGAN 48076  
FAX 313.965.4480  
www.kellerthoma.com

RICHARD W. FANNING, JR.  
DIRECT DIAL 313.965.8931  
rwf@kellerthoma.com

April 28, 2017

DENNIS B. DuBAY  
Of Counsel

LINDA M. FOSTER-WELLS  
Of Counsel

STEVEN H. SCHWARTZ  
AND ASSOCIATES  
Of Counsel

LEONARD A. KELLER  
(1905 - 1970)  
RICHARD J. THOMA  
(1904 - 2001)

RECEIVED  
MAY - 1 2017  
CITY OF GROSSE POINTE WOODS

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

Dear Mr. Smith:

This is to inform you that it has become necessary for us to raise our rates by \$10.00 per hour effective May 1, 2017. Please understand that increasing rates was a very difficult decision. We represent a number of Michigan public employers, and are aware of the difficult financial times you have faced, and continue to face. We have not raised rates in a number of years and, like all businesses, our own increasing costs have made this decision necessary.

We value highly our professional relationship with the City, and look forward to continuing to efficiently meet your needs for legal services.

If any questions or concerns arise, please do not hesitate to call.

Very truly yours,

KELLER THOMA, A PROFESSIONAL CORPORATION



Richard W. Fanning, Jr.

RWF/dg







RECEIVED  
APR 27 2017  
CITY OF GROSSE PTE. WOODS

**TEMPORARY ACCESS EASEMENT**  
**MILK RIVER INTERCOUNTY DRAIN**

For and in consideration of the payment of One (\$1.00) Dollar, and other valuable non-financial consideration, the City of Grosse Pointe Woods, a Michigan municipal corporation, whose address is 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 ("Landowner") who is the owner of lands described in Exhibit A ("Property"), now conveys and releases to the Milk River Intercounty Drain Drainage District ("Drainage District"), whose address is 400 Monroe, Suite 400, Detroit, Michigan 48226, a temporary access easement for purposes of establishment, construction, operation, maintenance and improvement of the Milk River Intercounty Drain ("Drain") over and across the Property ("Temporary Easement"). The Temporary Easement is described and depicted in the attached Exhibit B ("Temporary Easement Area"). A sketch of the Property and the Temporary Easement Area is attached as Exhibit C.

This conveyance shall be deemed a sufficient conveyance to vest in the Drainage District, an easement over the Temporary Easement Area for the uses and purposes of access with such rights of entry upon, passage over, storing of equipment and materials including excavated earth as may be necessary or useful for the establishment, construction, operation, maintenance and improvement of said Drain.

This Temporary Easement shall terminate upon discharge by the Drainage District, but in no event, later than three years from execution of this Temporary Easement. It shall not be necessary to record an executed discharge for the Temporary Easement to terminate; however, the Drainage District may unilaterally execute and record a discharge of this Temporary Easement at any time prior to or upon the expiration of the three year period.

This Temporary Easement shall be binding upon Landowner, and the Drainage District, their heirs, assigns, successors in interest and successors in office and be deemed to run with the land until discharge or termination as provided herein.

Landowner represents and warrants that Landowner has good and marketable title to the Easement Area free from all defects, liens, taxes, prior or superior interests or otherwise.

Exempt pursuant to: MCL 207.505(a) and MCL 207.526(a).

[SIGNATURE ON NEXT PAGE]



City of Grosse Pointe Woods  
A Michigan municipal corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Robert E. Novitke

Its: Mayor

STATE OF MICHIGAN            )  
  )ss.  
COUNTY OF WAYNE            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public in and for said County, personally appeared Robert E. Novitke, Mayor of the City of Grosse Pointe Woods, a Michigan municipal corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public  
State of Michigan, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

**Drafted By:**  
Anthony C. Gentner (P79535)  
Fahey Schultz Burzych Rhodes PLC  
4151 Okemos Road  
Okemos, Michigan 48864

**When Recorded Return To:**  
Milk River Intercounty Drain Drainage District  
c/o Wayne County Drain Commissioner  
400 Monroe, Suite 400  
Detroit, MI 48226



Tax Parcel #: 001-99-0003-701  
Parcel Owner: City of Grosse Pointe Woods DPW  
Complex  
Parcel Owner Address: 20025 Mack Plaza Dr.  
Grosse Pointe Woods, MI 48236  
Parcel Address: 1200 Parkway Drive  
Grosse Pointe Woods, MI 48236

EXHIBIT A  
PARENT  
PROPERTY



PARENT PARCEL DESCRIPTION:  
(CERTIFICATE OF SURVEY PER LIBER 51121 PAGE 1105)

A parcel of land being part of Private Claims 224 and 656. City of Grosse Pointe Woods, Wayne County, Michigan, further described as follows: Commencing at the intersection of the Easterly right-of-way of Marter Road (66 feet wide) and the Northerly line of Edward J. Russells Sub No. 2, recorded in Liber 85 of Plats, Page 28; Thence along the said Easterly right-of-way line, N23°23'22"E 60.26 feet, to a point in the Northerly right-of-way of Parkway Street (60 feet wide at this point), which is the point of beginning; thence continuing along said Easterly right-of-way line of Marter Road the following two courses, N23°23'22"E 253.49 feet (previously recorded as 253.27 feet), and N22°09'30"E, 399.07 feet, to a point in the Macomb and Wayne County line, said point being distant N89°00'39"E 35.89 feet along said County Line from the intersection of the centerline of Marter Road and said County Line; thence along said County Line N89°00'39"E 503.15 feet; thence leaving said County Line S72°01'44"E 46.89 feet; thence S47°42'02"W 450.46 feet; thence S20°22'15"W 82.33 feet; thence S02°40'44"W 62.28 feet; thence S22°09'30"W 41.95 feet; thence S23°23'22"W 239.47 feet to a point in the Northerly right-of-way of Parkway Street (60 feet wide at this point); thence along said Northerly right-of-way line N72°02'47"W 339.73 feet (previously recorded as 339.74 feet) to the point of beginning: Containing 265,955.38 sq. ft. or 6.10 acres of land more or less, and subject to all appurtenant easements and restrictions of record.



SCALE: N/A

DRAWN BY: WJB  
CHECKED BY: RPM

DATE: 11/03/16  
SHEET 1 OF 3

JOB#: 122867SG2015  
DWG#: A-27505-01

Tax Parcel #: 001-99-0003-701  
Parcel Owner: City of Grosse Pointe Woods DPW  
Complex  
Parcel Owner Address: 20025 Mack Plaza Dr.  
Grosse Pointe Woods, MI 48236  
Parcel Address: 1200 Parkway Drive  
Grosse Pointe Woods, MI 48236

**EXHIBIT B**  
**TEMPORARY**  
**CONSTRUCTION**  
**EASEMENT**



**TEMPORARY MILK RIVER INTERCOUNTY DRAIN CONSTRUCTION EASEMENT LEGAL DESCRIPTION:**

Part of Private Claims 656, City of Grosse Pointe Woods, Wayne County, Michigan, described as follows: To fix the point of beginning commence at the intersection of the East right-of-way line of Marter Road and the Northerly line of Edward J. Russells Sub No. 2 recorded information; thence N.23°-23'-22"E., 313.75 feet, thence N.22°-09'-30"E., 355.99 feet to the point of beginning of this description; thence N.22°-09'-30"E., on the Easterly right-of-way line of Marter Road, 43.50 feet to a point on the North line of Wayne County; thence N.89°-00'-39"E. on said North line of Wayne County, 503.15 feet; thence S.72°-01'-44"E., 19.25 feet; thence S.47°-46'-43"W., 193.23 feet; thence N.42°-17'-58"W., 124.63 feet; thence S.89°-00'-39"W., 310.86 feet to a point on the East right-of-way line of Marter Road and to the point of beginning, containing 29339.54 sq. ft. or 0.673 acres of land.



SCALE: N/A

DRAWN BY: WJB  
CHECKED BY: RPM

DATE: 11/03/16  
SHEET 2 OF 3

JOB#: 122867SG2015  
DWG#: A-27505-02

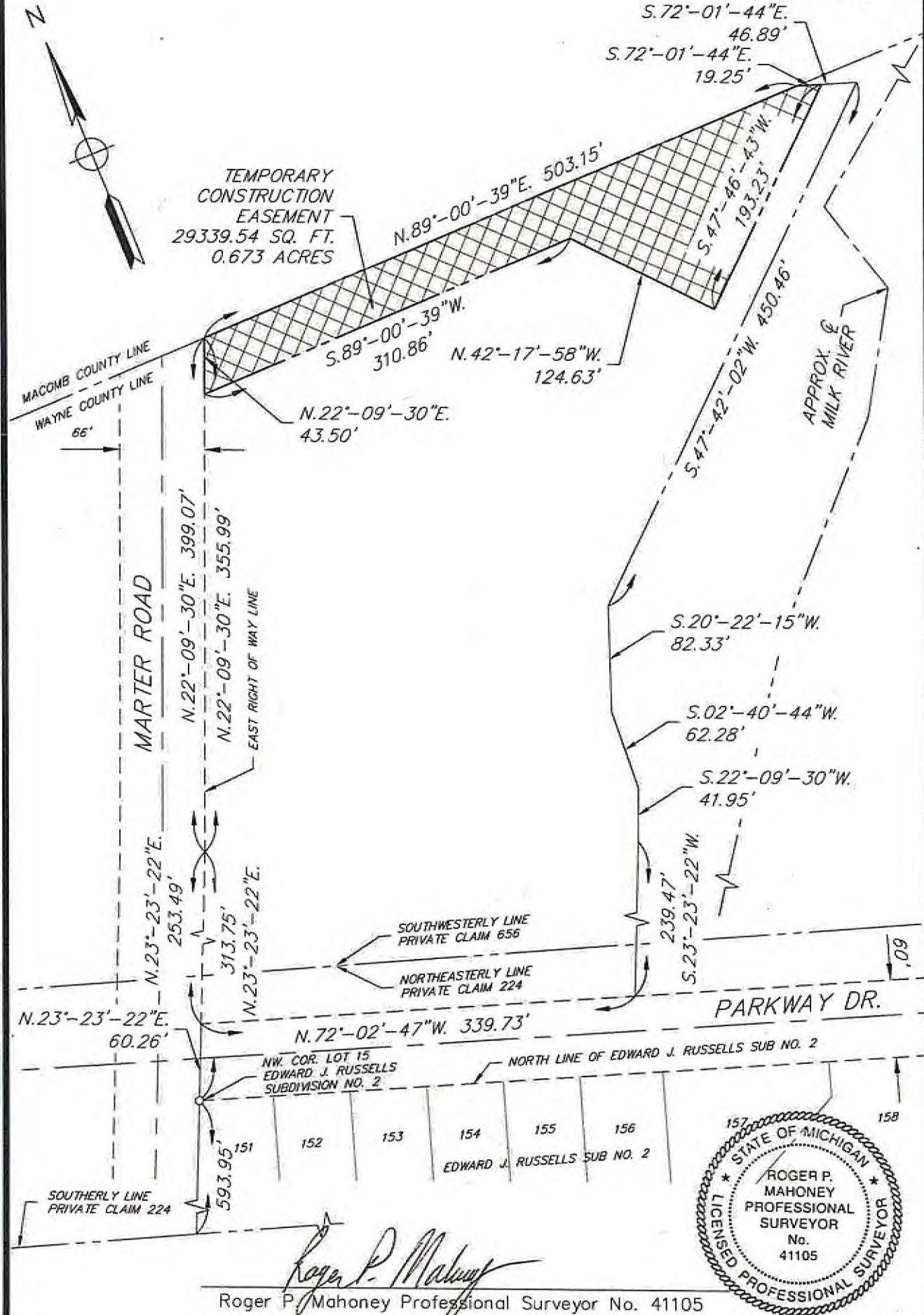


Tax Parcel #: 001-99-0003-701  
 Parcel Owner: City of Grosse Pointe Woods DPW Complex  
 Parcel Owner Address: 20025 Mack Plaza Dr. Grosse Pointe Woods, MI 48236  
 Parcel Address: 1200 Parkway Drive Grosse Pointe Woods, MI 48236

# EXHIBIT C TEMPORARY CONSTRUCTION EASEMENT



DUNDEE OFFICE  
 125 Helle Blvd. Suite 2  
 Dundee, MI 48131  
 Tel. 734-823-3308  
 Fax. 734-823-3312  
 www.SpicerGroup.com



*Roger P. Mahoney*  
 Roger P. Mahoney Professional Surveyor No. 41105





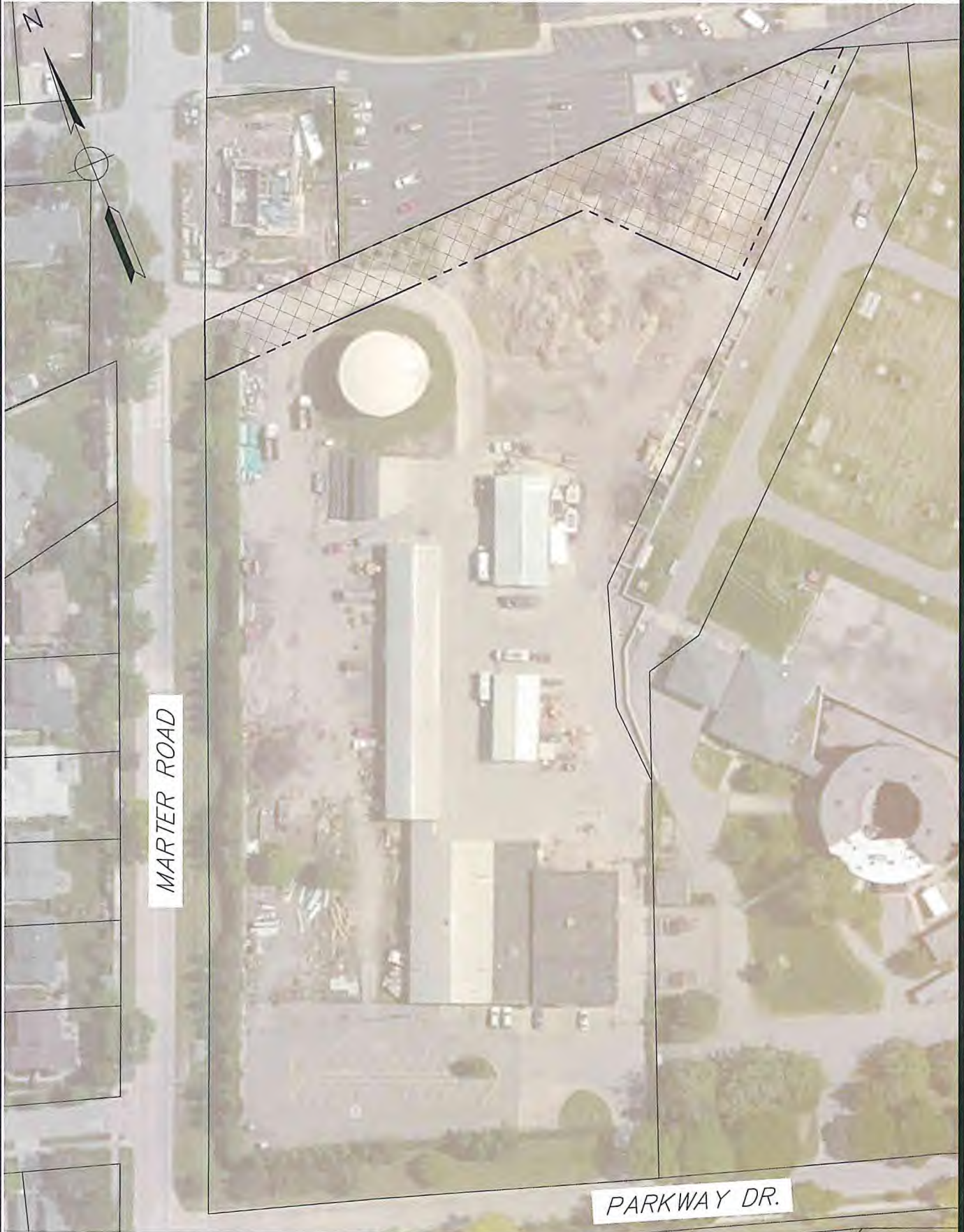
Tax Parcel #: 001-99-0003-701  
Parcel Owner: City of Grosse Pointe Woods DPW  
Complex  
Parcel Owner Address: 20025 Mack Plaza Dr.  
Grosse Pointe Woods, MI 48236  
Parcel Address: 1200 Parkway Drive  
Grosse Pointe Woods, MI 48236

# EXHIBIT C

## TEMPORARY CONSTRUCTION EASEMENT



DUNDEE OFFICE  
125 Helle Blvd. Suite 2  
Dundee, MI 48131  
Tel. 734-823-3308  
Fax. 734-823-3312  
www.SpicerGroup.com



SCALE: 1" = 100'

DRAWN BY: WJB  
CHECKED BY: RPM

DATE: 02/09/16  
SHEET 3 OF 3

JOB#: 122867SG2015  
DWG#: A-27505-03



6B

RECEIVED  
APR 27 2017  
CITY OF GROSSE PTE. WOODS

**DRAIN EASEMENTS (PERMANENT AND TEMPORARY)  
MILK RIVER INTERCOUNTY DRAIN**

For and in consideration of the payment of One (\$1.00) Dollar, and other valuable non-financial consideration, the City of Grosse Pointe Woods, a municipal corporation, whose address is 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 ("Landowner") who is the owner of lands described in Exhibit A ("Property"), now conveys and releases to the Milk River Intercounty Drain Drainage District ("Drainage District"), whose address is 400 Monroe, Suite 400, Detroit, Michigan 48226, a permanent easement ("Easement") and a temporary easement ("Temporary Easement") for purposes of establishment, construction, operation, maintenance and improvement of the Milk River Intercounty Drain ("Drain") over and across the Property. The Easement and Temporary Easement are described and depicted in the attached Exhibit B ("Easement Area," "Temporary Easement Area," and collectively, "Easement Areas"). A sketch of the Property and the Easement Areas is attached as Exhibit C.

This conveyance shall be deemed a sufficient conveyance to vest in the Drainage District, an easement over the Easement Area for the uses and purposes of drainage, including the construction, operation, maintenance and repair of a pump station and appurtenances, with such rights of entry upon, passage over, storing of equipment and materials including excavated earth and the spreading and/or removal of spoil and excavated materials as may be necessary or useful for the establishment, construction, operation, maintenance and improvement of said Drain.

This conveyance shall also be deemed a sufficient conveyance to vest in the Drainage District, an easement over the Temporary Easement Area for the uses and purposes of entry upon, ingress and egress, passage over, temporary storing of equipment and materials (including excavated earth) as may be necessary or useful for the establishment, construction, operation, maintenance and improvement of said Drain. Notwithstanding the foregoing, the Drainage District shall perform no work within the Temporary Easement Area from the legal holiday of Memorial Day through and including the legal holiday of Labor Day. This Temporary Easement shall terminate upon discharge by the Drainage District, but in no event, later than three years from execution of this Temporary Easement. It shall not be necessary to record an executed discharge for the Temporary Easement to terminate; however, the Drainage District may unilaterally execute and record a discharge of this Temporary Easement at any time prior to or upon the expiration of the three year period.

Non-movable or permanent structures shall not be constructed by Landowner, its agents, employees, or contractors within the specific limits of the Easement Areas without the prior

written consent of the Drainage District. This conveyance shall also be deemed sufficient to vest in the Drainage District an easement over the Easement Areas for the clearing of the Easement Area.

This Easement shall be binding upon Landowner, and the Drainage District, their heirs, assigns, successors in interest and successors in office and be deemed to run with the land in perpetuity.

Landowner represents and warrants that Landowner has good and marketable title to the Easement Area free from all defects, liens, taxes, prior or superior interests or otherwise.

Exempt pursuant to: MCL 207.505(a) and MCL 207.526(a).

City of Grosse Pointe Woods  
A municipal corporation

Dated: \_\_\_\_\_

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

Robert E. Novitke  
Mayor, City of Grosse Pointe Woods

STATE OF MICHIGAN )

)ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public in and for said County, personally appeared Robert E. Novitke, Mayor of the City of Grosse Pointe Woods, a municipal corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public  
State of Michigan, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

**Drafted By:**  
John S. Brennan (P55431)  
Fahey Schultz Burzych Rhodes PLC  
4151 Okemos Road  
Okemos, Michigan 48864

**When Recorded Return To:**  
Milk River Intercounty Drain Drainage District  
c/o Wayne County Drain Commissioner  
400 Monroe, Suite 400  
Detroit, MI 48226



Tax Parcel #: 09-14-35-327-013  
Parcel Owner: City of Grosse Pointe Woods  
Lake Front Park  
Parcel Owner Address: 20025 Mack Avenue  
Grosse Pointe Woods, MI 48236  
Parcel Address: 23000 Jefferson Ave.  
St. Clair Shores, MI 48080

# EXHIBIT A PARENT PROPERTY



### PARENT PARCEL DESCRIPTION:

(PER WARRANTY DEED LIBER 720, PAGE 383, MACOMB COUNTY REGISTER OF DEEDS)

All that part of P.C.'s 544 and 624, Village of St. Clair Shores, Macomb County, Michigan, described as:

Beginning at the intersection of the N'y line of Lake Shore Road, 120.00 ft. wide, with the line between the Village of St. Clair Shores and the Village of Grosse Pointe Shores; thence along the line between said villages, N. 17°58'53" E. 155.16 ft.; thence N. 16°05' W. 824.09 ft.; thence N. 31°40'16" W. 219.75 ft.; thence N. 36°29' E. 651.22 ft. to a survey line along the shore of Lake St. Clair; thence along said survey line N. 30°23' W. 194.13 ft.; thence continuing along said survey line N. 61°35' W. 434.23 ft. and including land between said survey line and the shore of Lake St. Clair; thence along the center line of Milk River S. 4°14'10" E. 138.00 ft.; thence continuing along the center line of Milk River S. 35°10'40" W. 280.00 ft.; thence along the South line of Gaukler Pointe Land Company Subdivision, N. 72°30' W. 1090.00 ft.; thence along the E'y line of Lake Shore Road, S 11°03' E. 630.35 ft.; thence on a curve to the left along the line of Lake Shore Road, radius of said curve is 1371.05 ft., a distance of 1192.88 ft. (chord of said curve bears S. 35°58'30" E., 1155.60 ft.); thence continuing along N'y line of Lake Shore Road S. 60°54' E. 815.14 ft.; thence continuing along the N'y line of Lake Shore Road on a curve to the left whose radius is 1379.99 ft., a distance of 76.02 ft. (chord of said curve bears S. 62°28'42" E. 76.02 ft.) to the point of beginning, also riparian rights to Lake St. Clair, the southern limits of which is described as a line which is at right angles to the U.S. Harbor line and drawn through the intersection of the two property lines in the above description whose bearings are N. 36°29' E. and N. 30°23' W. respectively. Containing a total of 1,884,405.60 sq. ft. or 43.26 acres of land.

And Also,

(PER WARRANTY DEED LIBER 1090, PAGE 512, MACOMB COUNTY REGISTER OF DEEDS)

A parcel of filled land adjacent to Private Claim 624 in the City of St. Clair Shores, Michigan, and formerly a part of Lake St. Clair, being described as beginning at a point distant N17°58'53"E 155.16 feet along the limits line common to the City of St. Clair Shores and the Village of Grosse Pointe Shores, N16°05'00"W 824.09 feet, N31°40'16"W 219.75 ft and N36°29'00"E 651.22 feet from a point being the intersection of said limits line and the N'y line of Lake Shore Road, 120.00 feet wide, thence N76°30'39"E 66.00 feet, thence N16°30'39" 131.00 feet, thence N13°29'21"W, 206.50 feet, thence N63°50'16"W 244.20 feet, thence S76°30'39"W 201.00 feet, thence S35°10'40"West 82.10 feet, thence S28°25'00"W 74.00 feet to the former shore line, thence on a meandering line along said shore line the following courses, N85°45'50"E 40.00 feet, S18°41'57"E 133.84 feet, S61°35'00" 33.00 feet, N76°29'10"E 56.12 feet, S61°35'00"E 51.00 feet, S30°47'57"E 54.71 feet, S61°35'00"E 17.50 feet, S84°57'19"E 32.14 feet, S61°35'00"E 23.00 feet, S23°02'44"E 54.97 feet, S61°35'00"E 40.00 feet and S 76°53'57"E 58.05 feet, and thence N 36°29'00"E 40.00 feet to the point of beginning, said parcel containing 3.76 acres, more or less.



*Roger P. Mahoney*  
Roger P. Mahoney Professional Surveyor No. 41105

3-3-17

SCALE: N/A

DRAWN BY: WJB  
CHECKED BY: RPM

DATE: 03/03/17  
SHEET 1 OF 6

JOB#: 122867SG2015  
DWG#: A-27508-01



Tax Parcel #: 09-14-35-327-013  
 Parcel Owner: City of Grosse Pointe Woods  
 Lake Front Park  
 Parcel Owner Address: 20025 Mack Avenue  
 Grosse Pointe Woods, MI 48236  
 Parcel Address: 23000 Jefferson Ave.  
 St. Clair Shores, MI 48080

**EXHIBIT B  
 PERMANENT &  
 TEMPORARY  
 EASEMENT**

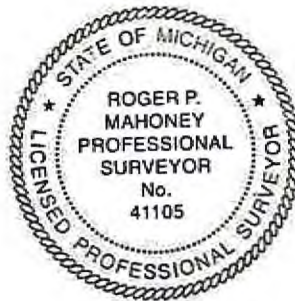


**PERMANENT MILK RIVER INTERCOUNTY DRAIN EASEMENT LEGAL DESCRIPTION:  
 (SEE SHEET A-27508-05)**

A parcel of land in P.C. 544 & 624, City of St. Clair Shores, Macomb County, Michigan, described as follows: To fix the point of beginning commence at the intersection of the East line of the Village of St. Clair Shores and the Northeasterly line of Lakeshore Drive and a point on a 1379.99 feet radius curve to the right, thence Northwesterly, on the arc of said curve and on said Northeasterly line of Lakeshore Drive 76.05 feet, said arc being subtended by a chord bearing and distance of N.62°-28'-42"W., 76.02 feet; thence N.60°-54'-00"W., continuing on said Northeasterly line of Lakeshore Drive, 94.00 feet to the point of beginning of this description; thence continuing N.60°-54'-00"W. on said Northeasterly line of Lakeshore Drive, 97.55 feet; thence N.35°-37'-57"E., 56.88 feet; thence N.17°-58'-53"E., 63.86 feet; thence S.73°-16'-31"E., 105.85 feet; thence S.29°-06'-00"W., 141.85 feet to the point of beginning, containing 12,594.67 sq. ft. or 0.29 acres of land.

**TEMPORARY MILK RIVER INTERCOUNTY DRAIN CONSTRUCTION EASEMENT LEGAL DESCRIPTION:  
 (SEE SHEET A-27508-06)**

A parcel of land in P.C. 544 & 624, City of St. Clair Shores, Macomb County, Michigan, described as follows: To fix the point of beginning, commence at the intersection of the East line of the Village of St. Clair Shores and the Northeasterly line of Lakeshore Drive and a point on a 1379.99 feet radius curve to the right; thence Northwesterly, on the arc of said curve on said Northeasterly line of Lakeshore Drive, 76.05 ft., said arc being subtended by a chord bearing and distance of N.62°-28'-42"W., 76.02; thence N.60°-54'-00"W., continuing on said Northeasterly line of Lakeshore Drive, 73.97 feet to the point of beginning of this description; thence continuing N.60°-54'-00"W., on said Northeasterly line of Lakeshore Drive 20.03 feet; thence N.29°-06'-00"E., 141.85 feet; thence N.73°-16'-31"W., 105.85 feet; thence N.17°-58'-53"E., 190.27 feet; thence N.16°-05'-00"W., 506.22 feet; thence N.31°-40'-16"W., 306.02 feet; thence N.42°-06'-55"E., 78.27 feet; thence N.80°-16'-33"W., 20.12 feet; thence N.36°-23'-44"E., 396.68 feet; thence S.64°-12'-34"E., 69.46 feet; thence N.85°-45'-11"E., 12.64 feet; thence N.36°-35'-11"E., 236.10 feet; thence N.76°-30'-39"E., 118.81 feet; thence S.16°-30'-39"W., 69.28 feet; thence S.76°-30'-39"W., 66.00 feet; thence S.36°-29'-00"W., 667.42 feet; thence S.23°-34'-35"E., 19.98 feet; thence S.23°-35'-27"E., 212.93 feet; thence S.16°-17'-18"E., 664.60 feet; thence S.29°-06'-00"W., 218.51 feet to the point of beginning, containing 146,971.81 sq. ft. or 3.37 acres of land.



*Roger P. Mahoney*  
 Roger P. Mahoney Professional Surveyor No. 41105

3-3-17

SCALE: N/A	DRAWN BY: WJB CHECKED BY: RPM	DATE: 03/03/17 SHEET 2 OF 6	JOB#: 122867SG2015 DWG#: A-27508-02
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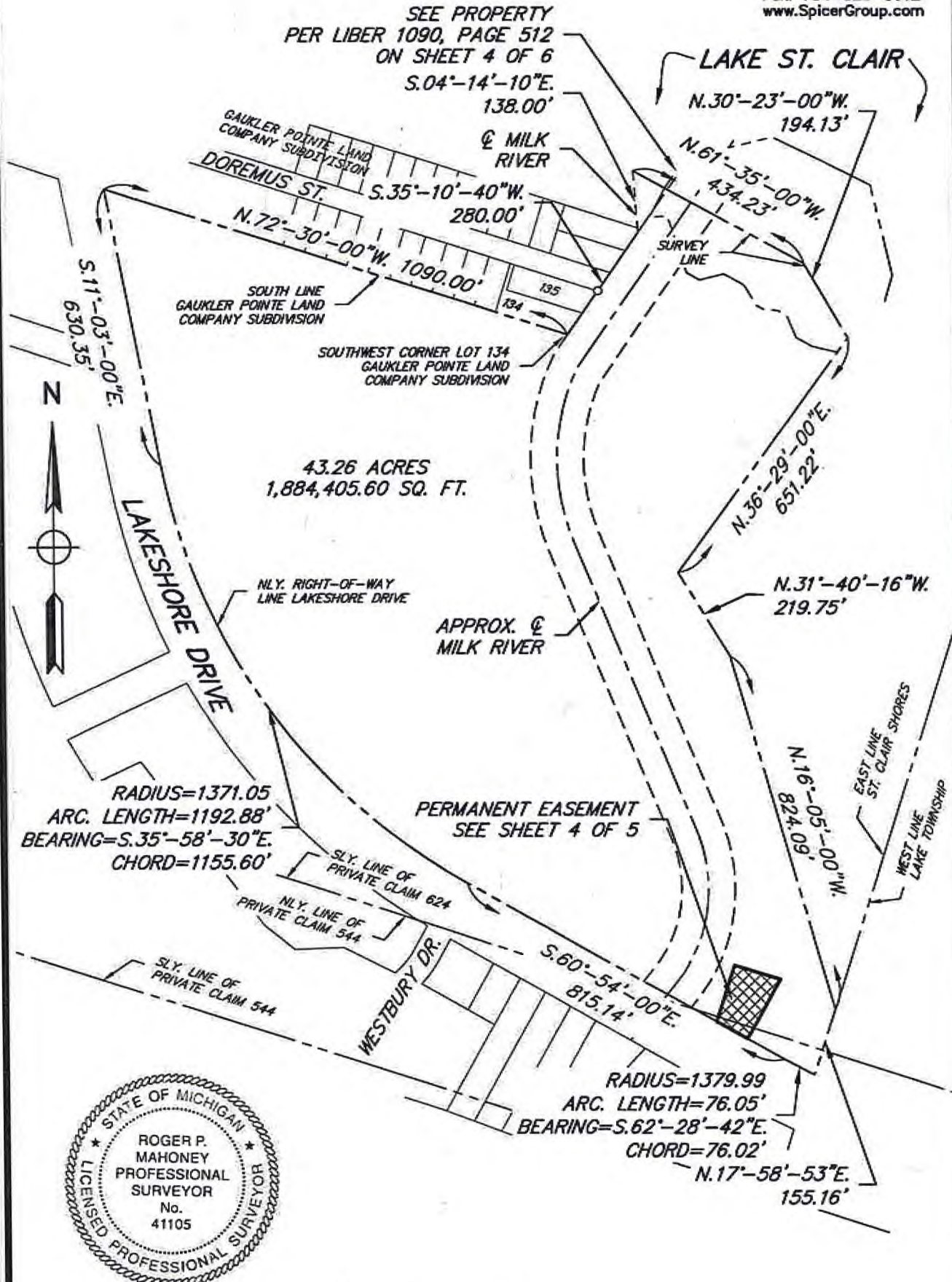


Tax Parcel #: 09-14-35-327-013  
 Parcel Owner: City of Grosse Pointe Woods  
 Lake Front Park  
 Parcel Owner Address: 20025 Mack Avenue  
 Grosse Pointe Woods, MI 48236  
 Parcel Address: 23000 Jefferson Ave.  
 St. Clair Shores, MI 48080

# EXHIBIT C PARENT PARCEL



DUNDEE OFFICE  
 125 Helle Blvd. Suite 2  
 Dundee, MI 48131  
 Tel. 734-823-3308  
 Fax. 734-823-3312  
 www.SpicerGroup.com



*Roger P. Mahoney* 3-3-17  
 Roger P. Mahoney Professional Surveyor No. 41105

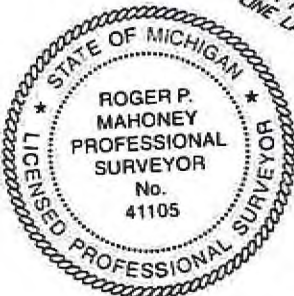
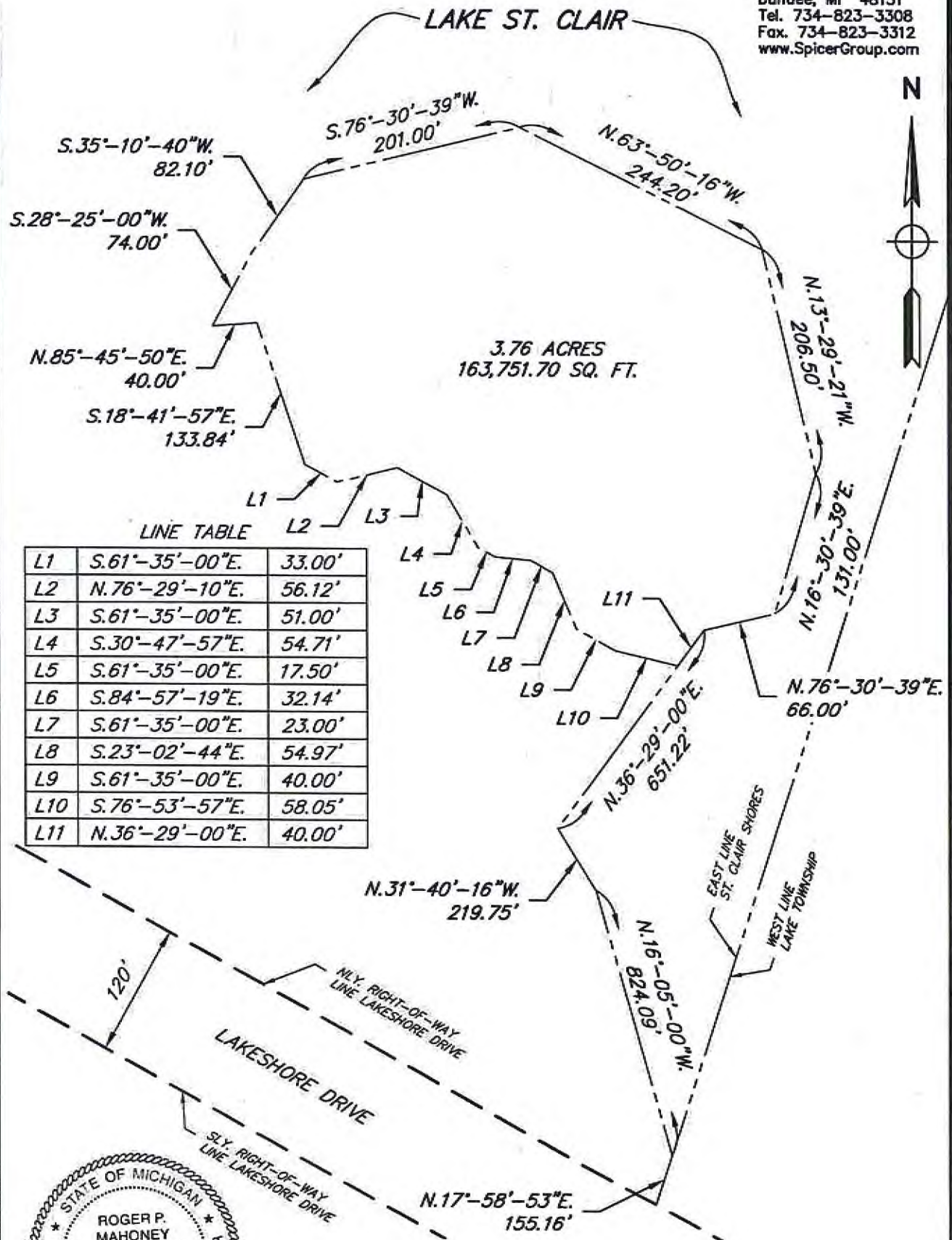


Tax Parcel #: 09-14-35-327-013  
 Parcel Owner: City of Grasse Pointe Woods  
 Lake Front Park  
 Parcel Owner Address: 20025 Mack Avenue  
 Grasse Pointe Woods, MI 48236  
 Parcel Address: 23000 Jefferson Ave.  
 St. Clair Shores, MI 48080

# EXHIBIT C PARENT PARCEL



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*Roger P. Mahoney* 3-3-17

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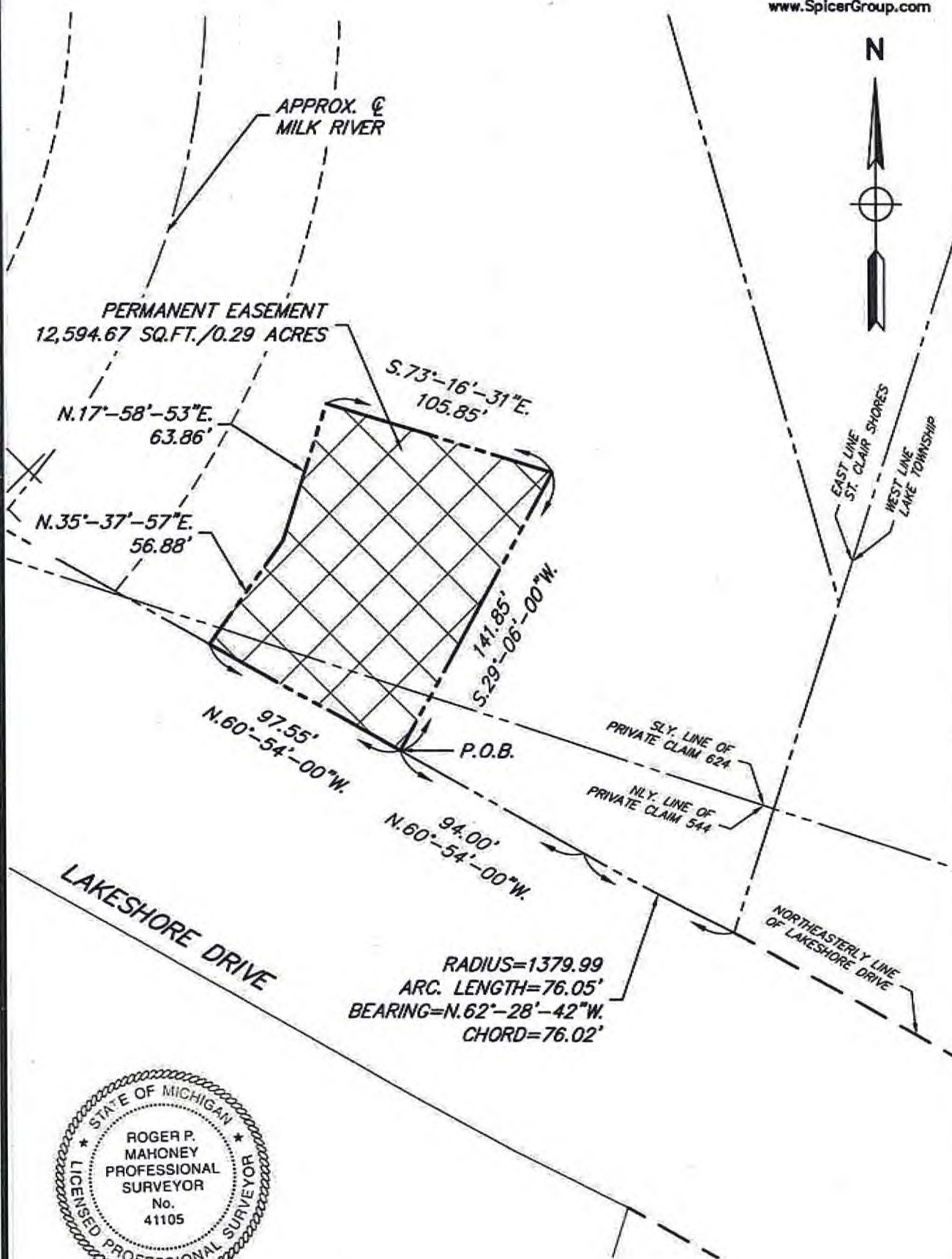
Tax Parcel #: 09-14-35-327-013  
 Parcel Owner: City of Grrosse Pointe Woods  
 Lake Front Park  
 Parcel Owner Address: 20025 Mock Avenue  
 Grrosse Pointe Woods, MI 48236  
 Parcel Address: 23000 Jefferson Ave.  
 St. Clair Shores, MI 48080

# EXHIBIT C

## PERMANENT EASEMENT



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*Roger P. Mahoney* 3-3-17  
 Roger P. Mahoney Professional Surveyor No. 41105

SCALE: 1" = 60'	DRAWN BY: WJB CHECKED BY: RPM	DATE: 03/03/17 SHEET 5 OF 6	JOB#: 122867SG2015 DWG#: A-27508-05
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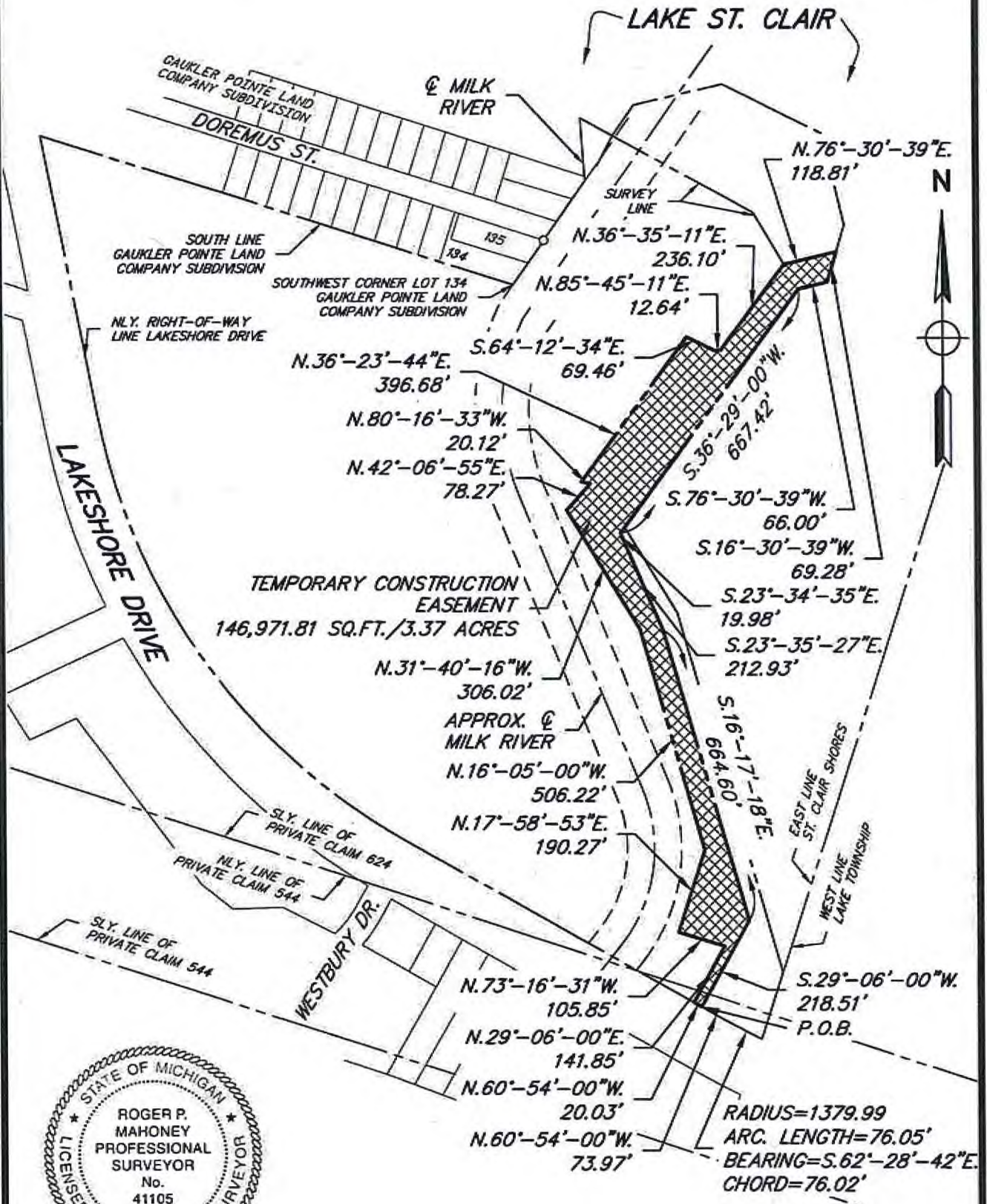


Tax Parcel #: 09-14-35-327-013  
 Parcel Owner: City of Grosse Pointe Woods  
 Lake Front Park  
 Parcel Owner Address: 20025 Mock Avenue  
 Grosse Pointe Woods, MI 48236  
 Parcel Address: 23000 Jefferson Ave.  
 St. Clair Shores, MI 48080

# EXHIBIT C TEMPORARY CONSTRUCTION EASEMENT



DUNDEE OFFICE  
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*Roger P. Mahoney* 3-3-17  
 Roger P. Mahoney Professional Surveyor No. 41105

SCALE: 1" = 300'	DRAWN BY: WJB CHECKED BY: RPM	DATE: 03/03/17 SHEET 6 OF 6	JOB#: 122867SG2015 DWG#: A-27508-06
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Tax Parcel #: 09-14-35-327-013  
 Parcel Owner: City of Grosse Pointe Woods  
 Lake Front Park  
 Parcel Owner Address: 20025 Mack Avenue  
 Grosse Pointe Woods, MI 48236  
 Parcel Address: 23000 Jefferson Ave.  
 St. Clair Shores, MI 48080

# EXHIBIT C

## PERMANENT EASEMENT



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Roger P. Mahoney Professional Surveyor No. 41105

SCALE: 1" = 60'	DRAWN BY: WJB CHECKED BY: RPM	DATE: 02/01/17 SHEET 5 OF 6	JOB#: 122867SG2015 DWG#: A-27508-05
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Tax Parcel #: 09-14-35-327-013  
 Parcel Owner: City of Grosse Pointe Woods  
 Lake Front Park  
 Parcel Owner Address: 20025 Mack Avenue  
 Grosse Pointe Woods, MI 48236  
 Parcel Address: 23000 Jefferson Ave.  
 St. Clair Shores, MI 48090

# EXHIBIT C TEMPORARY CONSTRUCTION EASEMENT



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 www.SpicerGroup.com



Roger P. Mahoney Professional Surveyor No. 41105

SCALE: 1" = 300'

DRAWN BY: WJB  
 CHECKED BY: RPM

DATE: 02/01/17  
 SHEET 6 OF 6

JOB#: 122867SG2015  
 DWG#: A-27508-06



7A



20025 Mack Plaza Dr

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feet  
meters

