CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, February 23, 2015
7:30 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA

6. MINUTES
   A. Council 02/09/15, 02/02/15
   B. Committee-of-the-Whole 02/02/15 and 02/09/15
      w/recommendations:
      1. Fireworks
      2. Library Board Trustee appointment
   C. Historical Commission 12/11/14
   D. Citizens Recreation Commission 12/09/14

7. COMMUNICATIONS
   A. Conference: Michigan Association of Municipal Attorneys
      1. Letter 02/17/15, w/attachments – City Attorney

8. BIDS/PROPOSALS/CONTRACTS
   A. Contract: Cross Connection Control Program
      1. Memo 02/09/15 – Director of Public Services
      2. Letter 02/06/15 – HydroCorp
      3. Proposal 02/06/15
      4. Certificate of Liability Insurance

9. ORDINANCE
   A. Second Reading: An Ordinance Amending Chapter 8 Building and Building Regulations by Adding New Article XVI Emergency Generators Providing for Permitting and Regulation of Permanent Emergency Electrical Generators in Residential Districts
      1. Letter 02/13/15 – City Attorney
      2. Proposed Ordinance
      3. Affidavit of Publication
10. CLAIMS/ACCOUNTS
   A. Labor Attorney
      1. Keller Thoma 02/01/15
   B. Michigan Municipal League (MML) Membership
      1. Letter 02/03/15 – MML
      2. Membership Renewal Invoice
      3. Benefits at a Glance

11. NEW BUSINESS/PUBLIC COMMENT

12. ADJOURNMENT

Lisa Kay Hathaway, CMMC/MMC
City Clerk

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

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, 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 or Telecommunications Device for the Deaf (TDD) 313 343-9249.
MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, FEBRUARY 9, 2015, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:31 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke
Council members: Bryant, Granger, Ketels, Koester, McConaghy, Shetler
Absent: None

Also Present: City Administrator Fincham
City Clerk Hathaway

Council, Administration, and the audience Pledged Allegiance to the Flag.

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

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

THE MEETING WAS THEREUPON OPENED AT 7:32 P.M. FOR A PUBLIC HEARING IN ACCORDANCE WITH THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1995, WHICH REQUIRES THE CITY OF GROSSE POINTE WOODS TO HOLD A PUBLIC HEARING FOR THE PURPOSE OF OBTAINING CITIZEN INPUT REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT ESTIMATED BUDGET FOR PROGRAM YEAR 2015:

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

1. Memo 01/27/15 – City Administrator
2. Resolution Approving PY 2015 CDBG Application
3. 2015 Grant Year Application
4. Affidavit of Legal Publication 01/29/15

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

The Chair asked if anyone from the audience wished to speak in favor of the proposed request. The City Administrator spoke in favor.

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

Motion by Granger, seconded by Shetler, that the public hearing be closed at 7:35 p.m. PASSED UNANIMOUSLY.

Motion by Koester, seconded by Shetler, regarding the proposed Community Development Block Grant Estimated Budget for Program Year 2015, that the City Council adopt the resolution approving the 2015 Estimated CDBG Budget, and authorize the City Administrator to sign the application, as follows:

City of Grosse Pointe Woods  
County of Wayne

Resolution Approving PY 2015 CDBG Application

WHEREAS, Wayne County is preparing an Annual Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and

WHEREAS, Wayne County has requested CDBG-eligible projects from participating communities for inclusion in the Action Plan, and

WHEREAS, the City of Grosse Pointe Woods has duly advertised and conducted a Public Hearing on February 2 and 9, 2015 for the purpose of receiving public comments regarding the proposed use of PY 2015 Community Development Block Grant funds (CDBG) in the approximate amount of $64,309.72, and

WHEREAS, the City of Grosse Pointe Woods found that the following projects meet the federal objectives of the CDBG program and are prioritized by the community as high priority need.
NOW, THEREFORE, BE IT RESOLVED THAT: the City of Grosse Pointe Woods CDBG application is hereby authorized to be submitted to Wayne County for inclusion in Wayne County’s Annual Action Plan to the U.S. Department of Housing and Urban Development, and that Al Fincham, City Administrator, is hereby authorized to execute all documents, agreements, or contracts which result from this application to Wayne County.

Made and passed this 9th day of February, 2015.

I, Lisa Kay Hathaway, the duly authorized City Clerk of the City of Grosse Pointe Woods, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City of Grosse Pointe Woods City Council on February 9, 2015.

Name: Lisa Kay Hathaway
City of Grosse Pointe Woods City Clerk
County of Wayne, Michigan

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

Motion by Bryant, seconded by Granger, to adjourn tonight’s meeting at 7:37 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk
MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, FEBRUARY 2, 2015, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:33 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke
Council members: Bryant, Granger, Ketels, Koester, McConaghy, Shetler
Absent: None

Also Present: City Administrator Fincham
City Attorney Chip Berschback
Treasurer/Comptroller Irby
City Clerk Hathaway

Council, Administration, and the audience Pledged Allegiance to the Flag.

The following Commission members were in attendance:

George McMullen, Board of Review/Local Officers Compensation Commission

Motion by Granger, seconded by Shetler, that all items on tonight’s agenda be received, placed on file, and taken in order of appearance.

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

Motion by Bryant, seconded by Granger, that the City Council concur with the City Administrator’s appointment of Bruce Smith as the City’s Director of Public Safety effective upon his commencement of duties with Grosse Pointe Woods, anticipated to be February 9, 2015, subject to approval by City Attorney of his contract in conformance with the City Administrator’s letter dated January 23, 2015, and that the City Administrator has also confirmed that Mr. Smith has complied with all pre-employment requirements.
Motion carried by the following vote:
Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

The City Administrator introduced the newly appointed Director of Public Safety, Bruce Smith, effective February 9, 2015.

The City Clerk administered the Oath of Office to Director Smith.

Labor Attorney Rick Fanning provided an overview regarding labor negotiations pertaining to the **Union Contract: Police Officers Labor Council – Clerk/Dispatchers**.

Motion by Koester, seconded by McConaghy, regarding Union Contract: Police Officers Labor Council – Clerk/Dispatchers, that the City Council ratify this contract effective July 1, 2014, through June 30, 2016, as presented.

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

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


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

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

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

THE MEETING WAS THEREUPON OPENED AT 7:55 P.M. FOR A PUBLIC HEARING IN ACCORDANCE WITH THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1995, WHICH REQUIRES THE CITY OF GROSSE POINTE WOODS TO HOLD A PUBLIC HEARING FOR THE PURPOSE OF OBTAINING CITIZEN INPUT REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT ESTIMATED BUDGET FOR PROGRAM YEAR 2015:

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

1. Memo 01/23/15 — City Administrator
2. 2015 Grant Year Application
3. Affidavit of Legal Publication 01/08/15

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

The Chair asked if anyone from the audience wished to speak in favor of the proposed request. The City Administrator provided an overview and recommended estimated budget.

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

Motion by Granger, seconded by Shetler, that the public hearing be closed at 7:58 p.m. PASSED UNANIMOUSLY.
The Chair asked if anyone in attendance wished to provide recommendations or comments.

Motion by Koester, seconded by Shetler, regarding the proposed Community Development Block Grant Estimated Budget for Program Year 2015, that the Council set a second Public Hearing date for February 9, 2015, as required by Wayne County.

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

Chris Skowronski provided an overview regarding Grosse Pointe North’s request to hold a 5K run in Grosse Pointe Woods.

Motion by Shetler, seconded by McConaghy, regarding Parade Permit: Christopher Skowronski for Grosse Pointe North High School, that the City Council approve the parade permit for Grosse Pointe North High School for the S.A.V.E. a Life 5K Run / Walk to be held on April 25, 2015, from between 9 a.m. - 10:00 a.m.

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

Motion by Bryant, seconded by Koester, regarding Application for Permit/License: Renewal by Anderson, that the City Council approve the application of Paul Am’Orde of Renewal by Anderson, for a Permit/License to Solicit.

Motion carried by the following vote:
Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None
Motion by McConaghy, seconded by Granger, regarding **Lease/Purchase Exercise Equipment for the Activities Building**, that the City Council approve the lease/purchase of the following items from National Equipment Leasing Corporation in an amount not to exceed $4,224.00 annually for the fiscal years 2014/15, 2015/16, and 2016/17, funds to be taken from Municipal Improvements, Minor Equipment P & R Account No. 401-901-970.104.

Motion by McConaghy, seconded by Granger, to amend the previous motion by adding:

- 1 - Commercial Treadmill - $3,695.00;
- 1 - Smart Stride Elliptical - $4,295.00;
- 1 - Seated Total Body Elliptical - $3,095.00.

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

Motion by McConaghy, seconded by Ketels, that the Proposed Ordinance to amend Chapter 8 Building and Building Regulations by Adding New Article XVI Emergency Generators of the City Code of the City of Grosse Pointe Woods of 2007 be considered as a **First Reading**;

And that such Ordinance be published by title in the Grosse Pointe News and placed on the City Council agenda for the February 23, 2015, meeting for a Second Reading and final adoption.

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

Motion by McConaghy, seconded by Granger, regarding **City Attorney**, that the City Council approve the following statements dated January 28, 2015:

1. City Attorney Don R. Berschback - $3,448.75;
2. City Attorney Charles T. Berschback - $3,340.00.

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

Motion by Granger, seconded by Shetler, to adjourn tonight’s meeting at 8:32 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

PRESENT: Mayor Novitke
Council Members Bryant, Granger, Ketels, Koester, McConaghy, Shetler

ABSENT: None

ALSO PRESENT: City Administrator Fincham
Treasurer/Comptroller Irby
City Attorney Chip Berschback
City Clerk Hathaway

Mayor Novitke called the meeting to order at 7:02 p.m.

Motion by Granger, seconded by Shetler, that all items on tonight’s agenda be received, placed on file, taken in order of appearance.

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

Motion by Bryant, seconded by Shetler, that the Committee recess the regularly scheduled Committee-of-the-Whole meeting at 7:03 p.m. and convene in Closed Executive Session for the purpose of discussing labor negotiations at which time the Committee may or may not reconvene in regular session to address additional items as necessary, in accordance with the Open Meetings Act 1976 PA 267.

Motion carried by the following roll call vote:
Ketels Yes
Koester Yes
McConaghy Yes
Novitke Yes
Shetler Yes
Bryant Yes
Granger Yes

The Committee-of-the-Whole reconvened in regular session at 7:18 p.m.

Discussion ensued regarding the Director of Public Safety Position. The Committee discussed the recommendation of the City Administrator, who is seeking to appoint Bruce Smith as Director of Public Safety and requesting the confirmation of City Council.
Motion by Bryant, seconded by Shetler, that the previous item be removed from the Committee-of-the-Whole.

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

Motion by McConaghy, seconded by Koester, that the meeting of the Committee-of-the-Whole be adjourned at 7:24 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk
COMMITTEE-OF-THE-WHOLE
02-09-15 – 3


PRESENT: Mayor Novitke
Council Members Bryant, Granger, Ketels, Koester, McConaghy, Shetler

ABSENT: None

ALSO PRESENT: City Administrator Fincham
City Clerk Hathaway
Director of Public Works Ahee

Mayor Novitke called the meeting to order at 7:00 p.m.

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

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

The first order of business on tonight's agenda was to conduct two Library Board Trustee Interviews. The Committee interviewed Christopher Profeta and Thomas G. Peck.

Motion by Granger, seconded by Bryant, to remove Administrative Clerk I Vacancy from the Committee-of-the-Whole agenda.

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

The Chair declared a recess at 7:26 p.m., and reconvened at 7:43 p.m.

The next item discussed was Employee Meter Parking. The Chair provided an overview from the September 29, 2014, Committee-of-the-Whole meeting when the concerns of Al LaHood were discussed regarding doubling meter fees. Employees stated the increase causes a hardship. The Director of Public Works discussed and identified spaces with available free parking spaces and provided proposals for parking in various areas. Discussion had also ensued regarding permitting use of parking passes, reasonable fees, and proposed a trolley for employees and other uses.
The Director of Public Works then stated he surveyed 11 lots and found there were 227 metered spots, leaving 30 spots unmetered in Ridgemont parking lot presently. He suggested five possible lots where permit parking could be accommodated:

- between Hampton/Roslyn there are 4-5 spots;
- Ridgemont on west side of Mack, South of Ridgemont potentially 12-30 spots;
- Anita/Mack on the west side there are 12 spots;
- Ridgemont/Anita are the largest lots and have ample spots available.

On the south side of Vernier there are six smaller parking lots with only 19 spots average per lot: four spots in Torrey lot; 4-5 spots south of Broadstone lot. He stated Lochmoor or Newcastle lots cannot be used because they are smaller and heavily used. He looked at parking bays at Beaufait, Fleetwood, Country Club, Huntington, and Manchester and there could be four spots in each of those bays to use.

Parking lots total 37 spaces, plus an additional 20 from parking bays, totaling 57 spots. The Director also stated free spots are available in the Ridgemont lots. The parking pass fee is proposed at $50 per month, renewable upon verification of employment. The Director recommended trying the employee parking permits for a three-month trial period. The Department of Public Works can make flyers and meter signs. The City Administrator stated enforcement would be the same as applies for handicap enforcement. The Mayor suggested moving forward with the trial period. The Director suggested starting in the parking lots first, then move to the parking bays.

This item is to return to the Committee-of-the-Whole in four months. Administration will notify the businesses via hand delivery. Permit cost will be set at $50 for 30 days ($150 for 90 days), which will require a verification of employment. The permit number to be attached to a vehicle license plate. The Director stated he will be prepared to launch the trial period in one month, giving him time to prepare.

There was a consensus of the Committee-of-the-Whole to move forward with an employee parking permit program trial period, a total cost not to exceed $5,000.

Discussion then ensued regarding a trolley. The City Administrator stated Administrative Assistant Como previously identified a trolley that was available for $35,000 and was discussed at Mayor's Mack Avenue Business Study Committee. The City Administrator is to provide information regarding cost, liability insurance, cost of vehicle, park buses, and any other conflicts.

The City Administrator stated the proposed plan would be for the trolley to run along Old 8 Mile to 7 Mile, and he addressed the feasibility of the concept. The cost of the trolley was $35,000 but is now sold, however other similar trolleys are available for an average cost of $35,000. He discussed employees, and suggested five bus drivers are used for two city buses at $14.50 per hour as seasonal employees. The trolley would operate weekends only, the same as Grosse Pointe Park, or Monday through Friday with additional hours on holidays. He looked at weekends only and it would cost $130 per driver for 9 hours if used June 5 through September 30 on weekends, Friday and
Saturday, which is 34 days total for a cost $4,337. This would be nine hours each night, 5 p.m. to 1 a.m.

The proposed route runs along Mack Avenue stopping at restaurants and will run for pub/restaurant crawls to approximately nine restaurants. The City Administrator explained the City could lease a trolley for a 3 month trial period to determine use. Grosse Pointe Park is leasing for 3 months and will then purchasing the trolley for $50,000 at the end of the lease. The Mayor would like to refer this item to the Mayor's Mack Avenue Business Study Committee to see if businesses would be interested in sponsoring with advertising. Cost considerations include housing/maintenance/insurance. Grosse Pointe Park has $10 million in insurance costing them $900 per year. Discussion ensued regarding coordinating routes with the other Grosse Pointes. Administration was asked to provide the following:

- Leasing costs;
- Directed the drivers to track ridership;
- Costs for a driver and an assistant rider;
- Cost for fuel.

This item is to remain on the Committee-of-the-Whole and return in one month. Member Ketels was asked to place this item on the Mayor's Mack Avenue Business Study Committee agenda, and to invite all the restaurant owners to attend.

There was a consensus of the Committee-of-the-Whole to pursue obtaining additional information regarding the trolley.

The Mayor declared a recess at 8:34 p.m., and reconvened at 8:40 p.m.

The last item on the agenda was concerning the Fireworks Committee Recommendation. There was a unanimous recommendation from the Fireworks Committee, with only one member absent, not to do the fireworks. Some reasons included:

1. Lack of visibility/limited viewing area (trees, from boats);
2. Parking;
3. Lighting;
4. Port-a-Johns;
5. Cost and number of officers from St. Clair Shores to be paid double-time, and if rain, pay double-time twice;
6. Cost of barges;
7. Cost of City employees;
8. Coast guard requirements and public comment;
9. Notice to maritime traffic, possible objections;
10. Required shut down of 4-5 residential canals for a period of time;
11. Required shut down of two small marinas for a period of time;
12. Transportation from parking at Ford Estate;
13. Incurring costs in excess of approximately $60,000 for display to be held at Lake Front Park.

The Mayor stated St. John is willing to continue sponsorship, and is permitting funds to be used for other things such as concerts in the park.
The Mayor does not want to disband the Fireworks Committee, and it will look at whether it would be feasible to plan a display for next year.

The Chair declared a recess at 8:53 p.m., and reconvened at 8:55 p.m.

The City Administrator stated he met with the St. Clair Shores’ City Manager and Police Chief, at which time he was told that the number of police needed for the event would be double (20) and the fee charged to the City would be at a double time rate rather than time and a half. In light of the new information and other concerns raised at the recent Fireworks Committee Meeting, the City Administrator advised St. Clair Shores to place the permit on hold because he did not believe the City would be moving forward with the display.

There was a majority consensus of the Committee to not hold the fireworks display at Lake Front Park in 2015.

Motion by Shetler, seconded by Bryant, regarding the Fireworks Committee recommendation, that the Committee-of-the-Whole recommend that City Council not proceed with the 2015 Fireworks Display at Lake Front Park.

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

Under New Business/Public Comment:
- A brief discussion concerning Library Board Interviews/appointment ensued.

Motion by Shetler, seconded by Koester, that the Committee-of-the-Whole recommend to City Council the appointment of Gregory Ulrich as the Grosse Pointe Woods representative on the Library Board of Trustees with a term expiring June 30, 2016.

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

Motion by Koester, seconded by Shetler, to remove Library Board Trustee Interviews from the Committee-of-the-Whole agenda.

Motion carried by the following vote:
Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None
There was a consensus of the Committee that the City Clerk be directed to prepare a letter to all Library Board Trustee applicants for the Mayor's signature on behalf of the City Council.

Following a brief discussion, the matter regarding *Fireworks* is to be revisited in October by the Committee-of-the-Whole.

Motion by Bryant, seconded by Granger, that the meeting of the Committee-of-the-Whole be adjourned at 10:02 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk
1. Call to Order
The regular meeting of the Grosse Pointe Woods Historical Commission was called to order at 7:37 p.m. by Chairperson Phillip Whitman.

2. Roll Call
Present: Colleen D'Agostino, Mary Kaye Ferry, Shirley Hartert, Suzanne Kent, Lynne Millies, Sean Murphy, John Parthum, Phillip Whitman, Giles Wilborn
Also Present: George McMullen, Becky Veitengruber
Excused: Council representative Art Bryant and Del Harkenrider
Absent: Tom Sperti

3. Approval of Agenda
Motion: Parthum moved to amend the agenda for December 11, 2014 by including “Wall Hangings” under “6. New Business.” Hartert seconded. Ayes: all. Motion carried.

Motion: D’agostino moved to accept the agenda for December 11, 2014 as amended. Ferry seconded. Ayes: all. Motion carried.

4. Approval of Minutes
Motion: Ferry moved to accept the minutes for November 13, 2014 as presented. D’Agostino seconded. Ayes: all. Motion carried.

5. Items
A. Report of Treasurer: Parthum reported that Historical Commission’s balance is $1541.00 and the Cook Schoolhouse balance is $4717.50.
B. Cook Schoolhouse Project: There will be a list of items on the agenda for the January 2015 meeting.
D. Vietnam War 50th Anniversary: No report.

6. New Business
A. The Commission decided to hang a framed copy of “The American’s Creed” to the right of the photograph of George Washington in the Cook Schoolhouse. The Commission will decide where to hang John Hammel’s painting of the schoolhouse at a later date.

7. Public and Commissioner Comments
A. Whitman congratulated D’Agostino for “almost 30 years” of service on the Historical Commission and expressed regret at her resignation, effective tonight.
B. Parthum recalled last month’s inquiry regarding the Renmore Golf Course and presented Commission members with a map revealing that the golf course was located where North and South Renaud are today.

C. Kent shared a pamphlet on the Detroit Arsenal of Democracy Museum (www.detroitarsenalofdemocracy.org), located in St. Clair Shores, MI.

D. The Grosse Pointe Historical Society will hold an open house on December 12, 2014 from 7:00 – 9:00 p.m.

E. Stuart McMillan will conduct a tour of the Yankee Air Museum (www.yankeeairmuseum.org), located at Willow Run Airport, on April 30, 2015.

F. McMullen thanked D’Agostino for her many years of service on the Historical Commission.

8. **Adjournment:** 8:30 p.m.

Respectfully submitted:

Suzanne Kent, Secretary

*The next meeting of the Grosse Pointe Woods Historical Commission will take place on January 8, 2015 at 7:30 p.m. in the Conference Room at City Hall.*
Citizen’s Recreation Committee Meeting Minutes
Meeting of the Citizen’s Recreation Commission held on December 9, 2014 at Grosse Pointe Woods, Michigan 48236.

CALLED TO ORDER: 7:03 pm.

PRESENT: Joe Dansbury
Gib Heim
Barb Janutol
Tom Jerger
Mark Miller
Mike Moore
Amanda York

ABSENT
Bill Babcock
Mike Soviak

ALSO PRESENT:
Todd McConaghy

Motion to accept the minutes from November 18, 2014 by Mark Miller and seconded by Joe Dansbury.

Motion passed by the following vote:
Yes: Dansbury, Heim, Janutol, Jerger, Miller, Moore, and York
No: None
Absent: Babcock and Soviak

COUNCIL MEETING REPORT:
Our motion to draft new rules regarding disciplinary procedures at Lakefront Park was approved. The city attorney will review and make suggestions regarding qualifying statements for discipline.

New vehicles were ordered for the DPW including a new park vehicle.

SUPERVISOR REPORT:
Polar Express is almost sold out.

We were reminded to request that funds for the Winter Fest be made available.

MOTION:
Motion was made by Gib Heim and seconded by Joe Dansbury for a request that up to $2500.00 be made available to fund the 2015 Winter Fest.

Motion passed by the following vote:
Yes: Dansbury, Heim, Janutol, Jerger, Miller, Moore, and York.
MOTION:

Motion for Immediate Certification of the above motion was made by Mark Miller and seconded by Joe Dansbury.

Motion passed by the following vote:
Yes: Dansbury, Heim, Janutol, Jerger, Miller, Moore, and York
No: None
Absent: Babcock and Soviak.

OLD BUSINESS:
Perch Derby thank yous were sent out last month. Next year, commission members will assist Ms. Byron with this responsibility.

NEW BUSINESS:

Mike Moore requested a roster with addresses and phone numbers of our Commission members. All Recreation Commission members should email this information to Barb Janutol for compilation, before the next meeting.

ADJOURNMENT:

Motion was made to adjourn the meeting by Mike Moore, and seconded by Tom Jerger.

Motion passed by the following vote:
Yes: Dansbury, Heim, Janutol, Jerger, Miller, Moore, and York,
No: None
Absent: Babcock and Soviak

Meeting Adjourned at 7:25 p.m.
The next regularly scheduled meeting will be at 7:00 p.m. on Tuesday, January 13, 2015 in the conference room at City Hall.

Respectfully submitted by:
Barbara Janutol, Secretary
bajanutol@gmail.com
February 17, 2015

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

RE: Attendance at MAMA Meeting

Dear Mayor and Council:

The Michigan Association of Municipal Attorneys is scheduled to meet on March 24, 2015 in Lansing, Michigan. I was unable to attend last year but wish to be afforded the opportunity of attending the conference this year. It is anticipated that portions of the all day conference will be the changes to the Freedom of Information Act Law (FOIA) that was recently enacted by the Michigan Legislature (Public Act 563 of 2014). I believe that even with all of the changes that are being made, the forms that are changing, the various seminar is being produced, that this will provide very important information for the newly enacted law.

I anticipate that the total cost for lodging, transportation, and registration fees will not exceed $500.00 as follows: Registration Fee $120.00, transportation $106.00, hotel $175.00, and some food.

This is a budgeted item for this year and is only approximately one third of the budgeted amount.

Respectfully submitted,

DON R. BERSCHBACK

DRB:nmg
Michigan Association of Municipal Attorneys (MAMA) 29th Annual Advanced Institute
March 24, 2015

Stay current on the latest legal issues affecting Michigan local governments. A group of top experts will review recent court decisions and legislation, discuss the challenges being faced, and offer strategies to deal with them. This is the perfect opportunity to "meet and greet" your colleagues while you network and exchange ideas and experiences. You will leave this session with a better understanding of current legal issues and the impact they will have on the municipalities you represent.

Cost Per Person
MAMA Member rate, $120
MAMA Nonmember rate, $165

About the Speakers
Panel of Experienced Experts

Agenda
Check-in 8:30 am; Begin 9:00 am; Adjourn 4:30 pm

Location Information
Lansing Center
333 East Lansing Ave
Lansing, MI 48933
Phone: (517) 483-7400
For directions to this location, please visit www.mml.org.

Education Credits Approved For This Program
.65 AMA

To Register
1. If paying by credit card, register online by visiting www.mml.org. On the home page located on the right hand side under "My League," click on "View and Register for Events.

2. If paying by check, please mail this form along with a check payable to the Michigan Municipal League, P.O. Box 7409, Ann Arbor, MI 48107-7409.
TO: Alfred Fincham, City Administrator
FROM: Joseph J. Ahee, Director of Public Services
DATE: February 9, 2015
SUBJECT: Cross Connection Control Program

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

Based upon a review of the Cross Connection Control Program status, HydroCorp (formerly Hydro Designs) has prepared a proposal to meet the specific cross connection control program needs of Grosse Pointe Woods and to continue to assist the city with Michigan Department of Environmental Quality (DEQ) Water Bureau cross connection control program regulations and compliance for public water systems.

Attached is a three year proposal based upon completing a total of 88 initial inspections, compliance inspections and re-inspections of our individual commercial, institutional facilities and miscellaneous water users on an annual basis for the next three years. HydroCorp is the only Michigan company who offers this specialized service and their performance over the last three years has been satisfactory. They have also offered the city a 5% price reduction from $725 to $689 per month (a savings of $1,296 from the prior 3-year contract). No benefit would accrue to the city by seeking additional competitive bids.

Therefore, I recommend that a new 3-year contract be entered into with HydroCorp, 5700 Crooks Road, Suite 100, Troy, MI 48098, to continue the city’s Cross Connection Control Program. The contract will include 264 inspections performed over the next three years; 88 inspections per year, at a cost of $689 per month totaling $3,445 for the remainder of the 2014/15 fiscal year. The annual expense will be $8,268.00 for the 2015/16 and 2016/17 fiscal years and $4,823 for the 2017/18 fiscal year through January 31, 2018. The 3-year contract will total $24,804 for the period February 1, 2015 through January 31, 2018. This is a budgeted item included in Water/Sewer account 592-537-975.395 in each fiscal year budget.

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

Attachment

c.c. Dee Ann Irby
O/F

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

Alfred Fincham, City Administrator
Date 2-12-15

Dee Ann Irby, City Treasurer/Comptroller
Date 2-12-15

Council Approval Required
February 6, 2015

Mr. Joseph Ahee
Director of Public Works
City of Grosse Pointe Woods
1200 Parkway Dr.
Grosse Pointe Woods, MI 48236

Dear Joseph,

Based upon review of the Cross Connection Control (CCC) Program status, we have prepared a proposal to meet your specific Cross-Connection Control Program needs and continue to assist the City of Grosse Pointe Woods with Michigan Department of Environmental Quality Cross Connection Control Program Regulations/Compliance for Public Water Systems. Also, included within this package is our standard Professional Services Agreement. For your convenience, this presentation has been divided into four sections. They include:

- Background
- Executive Summary
- Staff Capabilities
- Professional Services Agreement

This three year proposal is based upon completing a total of 88 initial inspections, compliance inspections/re-inspections of your commercial, industrial & institutional facilities on an annual basis.

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

If you have any questions please feel free to contact me at 248-250-5022. We look forward to working with you and the City of Grosse Pointe Woods on this project.

Sincerely,

Paul M. Patterson
V.P. — Municipal Operations
Proposal

February 6, 2015

Mr. Joseph Ahee
Director of Public Works
City of Grosse Pointe Woods
1200 Parkway Dr.
Grosse Pointe Woods, MI 48236

HydroCorp™ Background

<table>
<thead>
<tr>
<th>Section</th>
<th>Pages</th>
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<tbody>
<tr>
<td>Executive Summary</td>
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<td>Appendix</td>
<td>9-16</td>
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We Keep Drinking Water Safe…..”

HydroCorp™ is a professional service firm that has developed a unique niche in the maintenance of drinking water quality and protection from backflow which is the core of our business.

Over the past 30 years our employees have established highly efficient procedures for inspecting, reporting, and maintaining water and other distribution systems.

Our corporate mission is:

“We keep drinking water safe. We make people aware of the inherent risks and associated compliance issues related to water and other distribution systems. Our goal is cost effective compliance.”
Executive Summary

Program Recommendations

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

1. Annually, perform a minimum of 88 initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the DEQ Water Bureau Cross Connection Control regulations.

2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies using the HydroCorp™ online test submittal process.

3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.

4. Generate and document the required program data for the facilities using the HydroCorp™ Software Data Management Program.

5. Submit comprehensive management reports on a quarterly basis.

6. Conduct an annual review meeting to discuss overall program status and recommendations.

7. Provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.


9. Assist the City with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.

10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

| Monthly Amount: $ 689.00 | Annual Amount: $ 8,268.00 | Contract Total: $ 24,804.00 |

Contract Amount is based upon a 36-month period. HydroCorp™ will invoice in 36 equal amounts of $ 689.00
PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this day by and between the City of Grosse Pointe Woods, organized and existing under the laws of the State of Michigan, referred to as “Utility”, and HydroCorp, a Michigan Corporation, referred to as “HydroCorp”.

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

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

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

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

ARTICLE I. Purpose

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

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections, compliance, preparation of quarterly management reports, and annual cross connection reports with respect to the Facilities to the extent specifically set forth in this Article II (hereinafter the “Scope of Service”). Should other reports be included within the scope of services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW. HydroCorp will review for the Utility Cross Connection Control Program. Items for review include the following:

- Review state & local regulations
- Review wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Prioritize Inspections
- Review procedures and protocol for addressing specific hazards
- Review program reporting procedures
- Review educational and public awareness brochures
- Obtain updated facility listing and address information
- Establish facility inspection schedule
- Review high hazard and large industrial facility inspection/containment procedures
2.2 INSPECTIONS. HydroCorp™ will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Michigan Department of Department of Environmental Quality— Water Bureau Cross Connection Control Rules.

- **Initial Inspection** – the first time a HydroCorp™ representative inspects a facility for cross connections. Degree of Hazard is assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- **Compliance Inspection** – subsequent visit by a HydroCorp™ representative to a facility that was non-compliant during the Initial Inspection to verify that corrective action was completed and meets the program requirements.
- **Re-Inspection** – Revisit by a HydroCorp™ representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle).

2.3 INSPECTION SCHEDULE. HydroCorp™ shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility designated contact person. Initial check in to include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp™ will generate and document the required program data for the facilities listed below (in 2.10) using the HydroCorp™ Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp™ Software Data Management program shall remain the property of HydroCorp™. Data Services to include:

- Prioritizing and scheduling of inspections
- Notify users of inspections, backflow device installation and testing requirements
- Monitor inspection and testing compliance using the HYDROCORP online test management program
- Maintenance of program to comply with all DEQ regulations

2.5 MANAGEMENT REPORTS. HydroCorp™ will submit comprehensive management reports on a quarterly & annual basis to the Utility, which will include the following:

- Report format to include electronic updates and/or hard copy
- Electronic reports will be available in a downloadable format
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant
- Backflow prevention assembly testing notices sent and compliance status

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp™ will review the current cross-connection control ordinance and cross-connection control plan. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Re-inspection frequency for all facilities.
- Backflow prevention assembly testing requirements.

2.7 VACUUM BREAKERS. Provide up to six-(6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection.

2.8 PUBLIC RELATIONS PROGRAM. HydroCorp™ will continue to assist the Utility with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.
2.9 SUPPORT. HydroCorp™ will provide ongoing support via phone, fax, text, internet or email for the contract period.

2.10 FACILITY TYPES. The facility types included in the program are as follows:
- Industrial
- Institutional
- Commercial
- Miscellaneous Water users

Complex Facilities. The primary responsibility of the water utility through the State of Michigan Cross-Connection Rules is to protect the public water supply distribution against the entrance of contaminants and/or pollutants. When the water utility is faced with a facility, (i.e., complex piping or potentially hazardous systems) whose internal piping system is difficult or too complex to follow or is subject to frequent unauthorized changes, service line protection or “containment” of the premises should be required. It is the responsibility of the owner of the property to provide adequate protection of the internal plumbing system from cross connections.

2.11 INSPECTION TERMS. HydroCorp™ will perform 264 total inspections over a three (3) year contract period. The total inspections include all initial inspections, compliance and re-inspections.

2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENTAL QUALITY & MICHIGAN ADMINISTRATIVE CODE. HydroCorp™ will assist in compliance with DEQ and Michigan Administrative Code cross connection control program requirements for all commercial, industrial, institutional and public authority facilities.

2.13 POLICY MANUAL. HydroCorp™ will review and/or develop the comprehensive cross connection control policy manual/plan.

2.14 INVENTORY. HydroCorp™ shall inventory all accessible (ground level) backflow prevention assemblies and devices. Information for testable assemblies to include: location, size, make, model and serial number if applicable.

2.15 DATA MANAGEMENT. HydroCorp™ shall provide data management and program notices for all inspection services throughout the contract period.

2.16 ANNUAL YEAR END REVIEW. HydroCorp™ will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.

2.17 CROSS CONNECTION CONTROL BROCHURES. HydroCorp™ will provide approximately 2100 cross-connection control educational brochures.

2.18 INSURANCE. HydroCorp™ will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.
ARTICLE III. Responsibilities of the Utility

3.1 UTILITY'S REPRESENTATIVE. On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.

3.2 COMPLIANCE WITH LAWS. The Utility, with the technical and professional assistance of HydroCorp™, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.

3.3 NOTICE OF LITIGATION. In the event that the Utility or HydroCorp™ has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this agreement, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.

3.4 FACILITY LISTING. The Utility must provide HydroCorp™ a complete updated list of facilities to be inspected. Information to include facility name, address, contact person, and phone number, (if available). Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of $70.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.

3.5 LETTERHEAD/LOGO. The Utility will provide HydroCorp™ with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

ARTICLE IV. Term

4.1 TERM AND TERMINATION TERM. Services by HydroCorp™ under this Agreement shall commence on (Date) and end three (3) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this agreement within 90 days of its receipt. Failure to execute this Agreement within the 90-day period shall deem the proposed terms void.

4.2 RENEWAL. Upon the expiration of this Agreement the utility will have the option to renew under the same terms of this agreement for two (2) consecutive one (1) year periods.

4.3 TERMINATION. The Utility or HydroCorp™ may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts of work performed by HydroCorp™.

4.4 BASE COMPENSATION. From the Utility shall pay HydroCorp™ as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of $689.00 per month, $8,268.00 annually for a three (3) year contract period totaling $24,804.00.

4.5 PAYMENT OF INVOICES. Upon presentation of invoices by HydroCorp™, all payments including base and other compensation shall be due and payable on the first day of each month (due date) for which services will be or have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this agreement. For any payment to HydroCorp™ which is not made within thirty (30) calendar days after the due date, HydroCorp™, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
4.6 CHANGES IN SCOPE OF SERVICES. In the event that the Utility request and HydroCorp™ consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility’s water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp™ shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility, additional costs incurred in (a) treating Abnormal or Biological Toxic Materials; (b) disposing of process residue; (c) meeting new or changed government regulations or reporting requirements, including changed effluent or potable water standards which increase the cost of operating the Facilities; (d) arising from construction or modification of the Facilities, or (e) expenditures for Capital Improvement and Capital Repairs.

4.7 CLIENT CONFIDENTIALITY. All communications between HydroCorp™ and the Utility regarding business practices and other methods and forms of doing business will be considered confidential, subject to the requirements of the Freedom of Information Act.

4.8 ACCESSIBILITY. Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.

4.9 CONFINED SPACES — HydroCorp™ personnel will not enter into confined spaces.

ARTICLE V. Risk Management

5.1 INFORMATION. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping, complete accurate data is not always available.

5.2 INDEMNIFICATION. HydroCorp™ agrees to and shall hold the Utility, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by or arises from the sole negligence of HydroCorp™ in the performance of its services under this Agreements. The Utility agrees to and shall hold HydroCorp™, its officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by, or arises from, the sole negligence of the Utility. In the event that both HydroCorp™ and the Utility are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence. HydroCorp’ s liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not exceed or within the limits of the insurance coverage provided hereunder. HydroCorp™ shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Occurrence</th>
<th>Aggregate</th>
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<tbody>
<tr>
<td>Comprehensive General Liability</td>
<td>$1 Million</td>
<td>$2 Million</td>
</tr>
<tr>
<td>Excess Umbrella Liability</td>
<td>$5 Million</td>
<td>$5 Million</td>
</tr>
<tr>
<td>Automobile Liability (Combined Single Limit)</td>
<td>$1 Million</td>
<td>$1 Million</td>
</tr>
<tr>
<td>Worker’s Compensation/ Employer’s Liability</td>
<td>$2 Million</td>
<td>$2 Million</td>
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Within thirty (30) calendar days of the start of the project, HydroCorp™ shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given
to the Utility while this Agreement is in effect. These policies will be in effect at the time HydroCorp™ takes possession of the Facilities. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this agreement. The Utility and HydroCorp™ agree that with respect to insurance coverage carried by either party in connection with the Facilities, such insurance will provide for the waiver by the insurance carrier of any subrogation rights against the Utility or against HydroCorp™ as the case may be.

5.5 RELATIONSHIP. The relationship of HydroCorp™ to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp™ shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp™, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 REIMBURSABLE EXPENSES. For the purpose of this Agreement, employee reimbursable expenses shall comply with the published Federal guidelines.

5.11 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.12 AUTHORITY TO CONTRACT. Each party warrants and represents that it has power authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.13 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by Oakland County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.
5.14 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.15 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, telecopied or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp™:

HydroCorp™
c/o John Hudak
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005
(248) 789-1788 fax

If to Utility:
Mr. Joseph Ahee
Director of Public Works
City of Grosse Pointe Woods
1200 Parkway Dr.
Grosse Pointe Woods, MI 48236

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

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

City of Grosse Pointe Woods

__________________________
By:
Its:

HydroCorp™

__________________________
By: John Hudak
Its: President
Specific Qualifications & Experience

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

- HydroCorp™ conducts over 30,000 Cross Connection Control Inspections annually.

- HydroCorp™ tracks and manages over 35,000+ backflow prevention assemblies for our Municipal client base.

- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed system and process that each of our field inspectors follow in order to meet productivity and quality assurance goals.

- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.

- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp™ recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.

- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.

- HydroCorp™ currently serves over 200 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!

- HydroCorp™ staff and company are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups. HydroCorp™ is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.

- Several Fortune 500 companies have relied on HydroCorp™ to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.
Professional Associations & Organizations

At HydroCorp™, we are citizens of our industry. HydroCorp™ Associates are active members of the following professional organizations:

- American Backflow Prevention Association (ABPA)
  www.abpa.org

- American Public Works Association (APWA)
  www.apwa.net

- American Society of Sanitary Engineers (ASSE)
  www.asse-plumbing.org

- American Water Works Association (AWWA)
  www.awwa.org

- International Association of Plumbing & Mechanical Officials (IAPMO)
  www.iapmo.org

- Michigan Section of American Water Works (MI-AWWA)
  www.mi-water.org

- Michigan Rural Water Association (MRWA)
  www.mrwa.net (Associate Member)

- National Rural Water Association (NRWA)
  www.nrwa.org (Corporate Member)

- University of Southern California Center for Cross Connection Control & Hydraulic Research (USCCFCCC&HR)
  www.usc.edu/dept/fcchr
Project Staff

Glenn Adamus
Vice President — Industrial Operations

Mr. Adamus has been with HydroCorp™ for over ten years and is responsible for all field operations. He is conversant in Federal, State and industry drinking water regulations/guidelines as they apply to water quality control practices. Mr. Adamus holds a B.S. in Biochemistry and a Master’s of Science in Environmental Science from the University of Michigan — Dearborn. He has performed various water quality analysis projects related to process water and potable water systems and has performed and managed industrial and state cross-connection control projects for over seven years.

In addition to his field experience, Mr. Adamus has the following certifications/training:

Michigan Department of Environmental Quality (MDEQ) Water Bureau
- Soil Erosion & Sedimentation Control Certification, Part 91 — Feb. 2005

Michigan Department of Environmental Quality (MDEQ) Water Bureau
- Certified Construction Site Storm Water Operator Certification – 2005

Michigan Department of Environmental Quality (MDEQ) Water Bureau
- Certified Industrial Site Storm Water Operator Certification – 2005

University of Wisconsin Madison — College of Engineering
- Cross-Connection Control and Backflow Prevention Assembly Testing Certificate, 2007
- Cross-Connection Control and Backflow Prevention Surveyor Certificate, 2009

American Society of Sanitary Engineering (ASSE)
- Series 5000, 5150 Backflow Prevention Program Administrator Certification, January 2010
- Certified Backflow Prevention Assembly Tester, August 2011
Project Staff (continued)

Paul Patterson  
Vice President — Municipal Operations

Mr. Patterson has been with HydroCorp™ since 2004 and is responsible for overseeing operations of Cross Connection Control Programs in Delaware, Florida, Maryland, Michigan and Virginia. He also conducts training in Backflow Prevention and Cross Connection Control for the Michigan Department of Environmental Quality, Michigan Rural Water Association and Delaware Rural Water Association. Prior to HydroCorp™, Mr. Patterson was a member of the United States Air Force where he assisted in the implementation of a Cross Connection Control Program at a stateside installation and was involved in numerous construction projects worldwide. Mr. Patterson has over 18 years' experience in plumbing, water distribution, cross connection control and backflow prevention. In addition to his extensive experience Mr. Patterson has also held the following certifications through his career:

State of Nevada

- Water Distribution Operator
- Journeyman Plumbers License — Clark County
- CAL/NV AWWA Backflow Prevention Assembly Tester

University of Florida — TREEO Center

- Cross-connection Control Program Manager
- Cross-connection Control Ordinance & Organization
- Cross-connection Control Survey & Inspection
- Cross-connection Control Backflow Prevention Testing

American Society of Sanitary Engineering

- Backflow Prevention Assembly Testing
- Backflow Prevention Assembly Repair
- Backflow Prevention Program Administrator
- Cross Connection Control Surveyor
- Instructor/Proctor — Backflow Prevention Assembly Tester Course
- Instructor/Proctor — Cross Connection Control Surveyor Course
- Instructor/Proctor — Backflow Prevention Program Administrator Course

State of Virginia

- Commercial Plumbing Inspector
- Backflow Prevention Device Worker

International Code Council

- Commercial Plumbing Inspector
Mark Kneibel  
Project Manager, Field Inspector

Mr. Kneibel joined HydroCorp™ in July 2011 after working with the City of Wyoming, MI for over 25 years. He holds many licenses and certifications in the water industry and is very active in the Plumbing and Backflow Prevention association communities.

State of Michigan

- S-1 Waterworks System Operator, I.D. #5344
- Journeyman Plumber, License #8214718
- Plumbing Inspector, Registration #004035
- Backflow Prevention Assembly Tester, Certification #95-221

American Society of Sanitary Engineering (ASSE)

- Backflow Prevention Program Administrator
- Backflow Prevention Assembly Tester
- Cross Connection Control Surveyor

Jerry Ayers  
Project Manager, Field Inspector

Mr. Ayers has been employed with HydroCorp™ for over 5 years. Jerry has performed numerous cross-connection control surveys and inspections at large, complex, high hazard industrial facilities. He recently was promoted to Regional Manager for the Michigan Municipal Division. He holds the following industry certifications:

University of Florida — TREEO Center, June 2008

- Cross-Connection Control Program Manager Certificate
- Cross-Connection Control Ordinance & Organization Certificate
- Cross-Connection Control Survey & Inspection Certificate

University of Wisconsin — Madison, November 2006

- Cross-Connection Control and Backflow Prevention Certification

American Society of Sanitary Engineering (ASSE)

- Backflow Prevention Program Administrator
- Backflow Prevention Assembly Tester
- Cross Connection Control Surveyor
**Cross Connection Control Program**

**Sample PLAN Components**

- **Purpose**
- **Establish Legal Authority** (ORDINANCE)
- **Definitions**

**COMPLIANCE = P+S+T+D**

- **PLAN**
- **SURVEYS**
- **TESTING**
- **DOCUMENTATION**

- **Coordination With Local Authorities** (Plumbing/Building/Fire/Health)
- **Public Relations** (EDUCATION)
- **Training & Certification Requirements** (Surveys & Testing)

**COMPLIANCE = P+S+T+D**

- **Approved Backflow Prevention Methods**
  - State & Local CODES
- **Backflow Prevention Assembly TESTING & Costs**
- **Determine Frequency of Testing**
- **Inventory / Assessment / Selection of Appropriate Backflow Prevention Devices**

- **Determine "Degree of Hazard" and Re-Inspection Frequency**
- **Site Inspections / SURVEYS**
- **Customer Service Quality Assurance**

- **Spreadsheets**
- **Word Processing**
- **Notice Generation**
- **Telephone Inquiries**
- **Backflow Prevention SOFTWARE**

- **Record Keeping**
  - Data Administration & Compliance Reporting
- **New Construction Plan Review or Change in Occupancy**

- **Backflow Incident Response Procedures**
- **Budget / Funding for Program**
- **In-House Resources & Costs**
- **Outsource Program Costs**
- **Combination of Above**

**Establish Legal Authority**

**Customer Service Quality Assurance**
Cross-Connection Control Inspection & Backflow Prevention Assembly Testing Components – Process Flow Chart
### Certificate of Liability Insurance

**City of Grosse Pointe Woods**  
Attn: Joseph Ahee  
1200 Parkway  
Grosse Pointe Woods, MI 48236

**Date (MM/DD/YYYY)**: 12/17/2014

**Important**: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer**: Brown & Brown of Detroit  
P.O. Box 8029  
35735 Mound Road  
Sterling Heights, MI 48311-8029

**Contact**: L. Daniel West  
Phone: 586-977-6300  
Fax: 586-977-6780  
E-mail: dwest@bbdetroit.com

**Insured**: Hydro Designs Inc.  
HDi of Florida, LLC  
5700 Crooks Rd., Ste. 100  
Troy, MI 48098

**Certificate of Liability Insurance**

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<tr>
<th>COVERAGES</th>
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<td>C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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**Types of Insurance**

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<td>12/15/2014</td>
<td>12/15/2015</td>
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**Limits**

- **BODILY INJURY (Per person)**: $1,000,000
- **BODILY INJURY (Per accident)**: $3,000,000
- **PROPERTY DAMAGE (Per accident)**: $1,000,000
- **GENERAL AGGREGATE**: $5,000,000
- **PRODUCTS - COMMODITY AGG**: $2,000,000
- **PERSONAL & ADJUR**: $10,000
- **MED EXP**: $50,000
- **EMP BEN**: $1M/1M/12M
- **E.L. DISEASE - EA**: $500,000
- **E.L. DISEASE - POLICY LIMIT**: $500,000
- **COMBINED SINGLE LIMIT (EA accident)**: $2,000,000
- **COMBINED SINGLE LIMIT (Policy Limit)**: $2,000,000
- **AGGREGATE**: $5,000,000

**Description of Operations / Locations / Vehicles**

The City of Grosse Pointe Woods is listed as additional insured

**Certificate Holder**

City of Grosse Pointe Woods  
Attn: Joseph Ahee  
1200 Parkway  
Grosse Pointe Woods, MI 48236

**Cancellation**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**Authorized Representative**

© 1988-2010 ACORD CORPORATION. All rights reserved.
Honorable Mayor and Council  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI  48236

RE. Electrical Generator Ordinance / Second Reading / February 23, 2015

Dear Mayor and Council:

Following the first reading, I spoke with Mr. Tutag and he provided me with the following input regarding your comments and questions:

1. In Sec. 8-461(1) I have changed the term “filing fee” to “permit fee” and have added that the fee “may be modified by the Council by resolution periodically”. On this subject, Mr. Tutag advises me that the permit fee for this type of request is already included in the existing permit schedule. An installation would typically require a mechanical permit and an electrical permit, both of which are already currently set. Also, after discussing this with Mr. Tutag, we did not feel it was appropriate to add the phrase “non-refundable”. Mr. Tutag advises me that the procedure is that the permit fee is not requested until the plans have been reviewed and approved by the Building Inspector. If the plans are not approved and the contractor chooses to file an appeal, no permit fee is required since a permit has not been issued yet, but an appeal fee would then be required if the contractor wants to appeal.

2. Regarding Appeal Sec. 8-470, I have taken out the dollar amount for the appeal to make it consistent with the Code. So the motion should include that the City Council set the appeal fee at $250.00.

3. Mr. Tutag does not believe that annual or periodic inspections are required. As mentioned at the last meeting, these installations generally involve a natural gas hookup similar to a water heater. The initial mechanical and electrical inspections following the installation are sufficient.

4. As you recall, our ordinance was based on an ordinance recently enacted by Grosse Pointe Shores. You may have read recently that Grosse Pointe Shores has already amended their year old ordinance to allow for placement of units within side yards under certain circumstances. Mr. Tutag and I have reviewed the amendments to the Shores’ ordinance and we do not feel that any further additions to our ordinance are necessary at this time. Grosse Pointe Woods has a large number of smaller lots which are not
conducive to side yard placement. This issue can always be revisited in the future, but we do not believe any additional changes to our ordinance are required at this time.

5. If approved, the appropriate motion would be to adopt the ordinance and set the appeal fee for emergency electrical generators in the amount of $250.00.

If you have any questions, please call.

Very truly yours,

CHIP BERSCHBAK

CC:
Alfred Fincham
Lisa Hathaway
Gene Tutag
ORDINANCE #______

AN ORDINANCE AMENDING CHAPTER 8
BUILDING AND BUILDING REGULATIONS
BY ADDING NEW ARTICLE XVI EMERGENCY GENERATORS
PROVIDING FOR PERMITTING AND REGULATION OF PERMANENT EMERGENCY ELECTRICAL GENERATORS IN RESIDENTIAL DISTRICTS

THE CITY OF GROSSE POINTE WOODS ORDAINS:

ARTICLE XVI - EMERGENCY ELECTRICAL GENERATORS

Sec. 8-460 – Installation and definition.

Emergency generators may be permanently installed and utilized in all residential zoning districts within the City, subject to the terms and conditions set forth in this article. This Article regulates permanently installed emergency generators, defined as a generator that is intended to remain outside of a residence for a lengthy or continuous period of time, regardless of the length of time of any power outage, as opposed to portable generators.

Sec. 8-461 – Permit required.

Permits shall be obtained from the City building department prior to the commencement of any construction or installation of a generator. Applicants shall submit two copies of the following:

1. The Application form, and the filing-permit fee, set by the City Council that may be modified by the Council by resolution periodically.

2. A dimensioned site plan indicating compliance with this section and the manufacturer’s specifications.

3. The manufacturer’s specifications/cut sheets for the generator, the ATS (Automatic Transfer Switch) / MTS (Manual Transfer Switch), and any fuel storage tanks, showing listings from a Nationally Recognized Testing Laboratory.

Sec. 8-462 – Final Inspection.

As soon as construction of a generator has been completed, a final inspection shall be requested by the applicant to ensure compliance with all terms and conditions of this article, and the generator shall not be used prior to receiving final inspection approval.

Sec. 8-463 – Permanent Location.
The generator must be permanently affixed on a concrete slab or prefabricated equivalent located at least 15 feet away from any property line and must be behind the residence. Generators on any side or front yard areas of a residence are prohibited.

Sec. 8-464 - Enclosure; production of sounds; service doors; exhaust gases.

(a) The generating unit and muffler must be enclosed within a sound attenuated cabinet. The enclosure service doors on the cabinet must be locked to prevent access by unauthorized persons.

(b) Sound produced at full load is to be less than 85dBA as measured at any and all property lines.

Sec. 8-465 - Fuels

Acceptable fuels include natural gas, gasoline or diesel. Connections made to a natural gas line of a residence must be in accordance with all applicable codes. Other fuel sources must meet all state and local code requirements. Portable fuel sources are not permitted.

Sec. 8-466 - Electrical.

Only a fully automatic transfer switch (ATS) gear (double throw disconnect switch gear) is to be installed. Transfer panels must be locked to prevent unauthorized access to the switch gear. Panels must be approved by a recognized certification agency, such as UL or CSA, and must comply with all applicable electrical requirements adopted by the State of Michigan and the City of Grosse Pointe Woods. A warning sign shall be placed at the service entrance equipment indicating type and location of an on-site emergency power sources.

Sec. 8-467 - Maintenance.

Property owners are responsible for keeping the electrical installation and operation within all applicable code and ordinance requirements. Automatic maintenance exercise testing is limited to not more than ten minutes each week, Monday – Friday, between the hours of 9:00 a.m. – 6:00 p.m.

Sec. 8-468 - Landscaping.

Appropriate landscaping must be installed around a generator unit in order to screen the unit and to assist in muffling or reducing sound levels.

Sec. 8-469 - Use.

Generators are to be used only in emergencies where the normal power source to the residence has been disrupted. As soon as normal power has been restored, the owner shall cease operation of the generator.
Sec. 8-470 – Appeals.

Permit denials may be appealed to the City Council based on an appeal fee of $250.00. The fee that may be modified by the Council by resolution from time to time periodically. Adjoining property owners shall be notified of the appeal by regular mail within seven (7) days prior to the hearing. In determining whether or not to grant an exception to the requirements of the Article, the City Council may consider the following:

a) The practical difficulties faced by the applicant in adhering to the requirements of the ordinance.

b) The nature and extent of any adverse impact upon adjoining properties and the surrounding neighborhood.

c) Whether or not approval based on conditions will appropriately minimize the impact of the request to adjoining property owners.
COUNTY OF WAYNE  
STATE OF MICHIGAN, SS.  

Scott Chambers  
being duly sworn deposes and says that atta  

City of Grosse Pointe Woods  
was duly published in accordance with instr  
the following date:  

February 12, 2015  

#3 GPW 2/12 ARTICLE XVI  

and knows well the facts stated herein and the  

Subscribed and sworn to before me this 12th day of February A.D., 2015  

Notary Public
CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
Attention: Mr. Al Fincham, City Administrator

REGARDING: GENERAL MATTERS

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

TOTAL $632.75

WE HAVE MOVED TO:
26555 EVERGREEN
SUITE 1240
SOUTHFIELD, MI
48076-4255
RE: GENERAL MATTERS

For Professional Services Rendered through January 31, 2015

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Total Services $618.75

ATTORNEY

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<th>ATTY</th>
<th>DENNIS B. DuBAY</th>
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<td>HOURS</td>
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DISBURSEMENTS

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Total Disbursements $14.00
CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
Attention: Mr. Al Fincham, City Administrator

RE: GENERAL MATTERS

Total Amount Due $632.75
February 03, 2015

Ms. Lisa K. Hathaway
City Clerk
Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236-2397

Dear Ms. Hathaway,

Thank you for your continued participation and support of the Michigan Municipal League. The League is your advocate for all the important issues facing local government. With the continuing challenges we face in Lansing and Washington, our work for you is even more critical. The League is leveraging our access to key leadership to fight on key issues like transportation funding, and increased revenue sharing. This past year the League was able to achieve 100% replacement for lost PPT dollars, a goal once thought unattainable. We will continue to fight for you on the issues that matter most, and support every member by leading advocacy efforts in support of municipal issues. Our Legal Defense Fund is providing advocacy of a different type as they continue to work to protect your interests in the courts and regulatory arena.

The League will remain on the cutting edge, helping forge a new Michigan. The League’s Center for 21st Century Communities (21c3) is working to assist local officials in identifying, developing, and implementing programs and strategies to enhance our member communities’ ability to be vibrant places for the 21st century. We provide low-cost, high quality education programs ranging from place to effective and efficient governance.

The League’s Board of Trustees recognizes the strained financial conditions present in many Michigan communities. We have worked very hard over the last several years to keep dues low, resulting in savings of over 30%. This year we are passing along a modest 1.6% inflationary adjustment to League dues.

The true power of the League comes from the combined voices of communities across Michigan. Together we can make a real difference. Your Michigan Municipal League membership is one of the best investments your community can make. Be sure to maximize your membership by contacting us with your questions, and by actively participating at League events. Thank you for your support. We look forward to our continued partnership with your community.

Sincerely,

Daniel P. Gilmartin
Executive Director & CEO

Richard W. Bolen
President, 2014-2015

Enc.
IMICHIGAN MUNICIPAL LEAGUE
MEMBERSHIP RENEWAL INVOICE
2014 - 2015

Grosse Pointe Woods

Date: 02/01/2015
Membership Period: 04/01/2015 - 03/31/2016

* MML Dues
** Legal Defense Fund

Current Balance

5,588.00
559.00

$6,147.00

Total Due by April 01, 2015:
$6,147.00

Please sign, date and return one invoice copy with your payment.

Make checks payable to the Michigan Municipal League and mail to the address below. Thank you.

(Signature)
(Date)

*MML dues include annual subscriptions to The Review for your officials at $12.00 per subscription, which is 50% of the regular subscription rate.

**The Legal Defense Fund is an optional charge. The purpose of the Fund is to provide specialized legal assistance to member municipalities in cases that have significant statewide impact.

See what the League can do for you by visiting www.mml.org

Michigan Municipal League
P.O. Box 7409
Ann Arbor, MI 48107-7409
800-653-2483
Grosse Pointe Woods
Date: 02/01/2015
Membership Period: 04/01/2015 - 03/31/2016

Current Balance

* MML Dues
** Legal Defense Fund

5,588.00
559.00

$6,147.00

Total Due by April 01, 2015:
$6,147.00

Please sign, date and return one invoice copy with your payment.

Make checks payable to the Michigan Municipal League and mail to the address below. Thank you.

(Signature)
(Date)

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Michigan Municipal League
P.O. Box 7409
Ann Arbor, MI 48107-7409
800-653-2483
Advocacy of Municipal Issues

- Legislative Advocacy – expert advocacy and dedicated representation at the state and federal levels on municipal issues
- Legislative Committees – member advisory committees help shape League-wide positions on important matters
- Legislative Link E-Newsletter – a weekly rundown of legislative activity
- Inside 208 Blog – timely conversations on legislative and advocacy issues

Information

- Inquiry Service – information and custom research on your municipal questions
- Center for 21st Century Communities (21c3) – tools to better position your community for the 21st century
- Directory of Michigan Municipal Officials – annual listing of elected and key appointed city and village officials
- The Review – bimonthly magazine geared specifically to the municipal audience
- Wage and Salary Database – searchable database of 143 titles, available to respondents of the annual online survey

Educational Opportunities (member rates apply)

- Convention and Capital Conference – gain tools to improve your community and receive the latest Lansing updates
- Seminars and workshops – on-site and online training opportunities
- Elected Officials Academy – certification program designed to help elected officials lead in the 21st century

Documents on the League’s Website

- CrowdfundingMi.com – information and training on this important economic development tool
- One-Pager Plus Fact Sheets – easy to read summaries of common municipal topics
- Sample contracts, ordinances, policies, resolutions, and Request for Proposals (RFPs)

Insurance Programs (premiums apply)

- League Workers’ Compensation Fund
- League Liability and Property Pool
- League Sponsored BCBSM Program
- Unemployment Compensation Fund

Savings and Vendor Services

- Natural Gas Purchasing Program – a program designed to reduce your gas utility costs
- Telecommunications – cut your telecom costs by partnering with Abilita, a telecommunications consulting leader
- U.S. Communities Government Purchasing Alliance – favorable pricing to various products and services
- Business Alliance Program – vendors who provide services to the municipal market

Additional League Services (member rates apply)

- CDL Drug and Alcohol Testing Consortium – random testing program in accordance with DOT regulations
- Classified Ads – municipal job openings, as well as items for sale, on the League’s website
- Consulting Services – draw on the League’s expertise for your management consulting needs
- Executive Search Service – recruit the League to facilitate your executive search process
- Legal Defense Fund (LDF) – legal assistance to LDF member municipalities in cases that have statewide impact

Questions? Contact (800) M-LEAGUE;
Access the League’s website by visiting www.mml.org.