

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
City Council Meeting Agenda
Monday, December 19, 2016
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. APPOINTMENTS
 - A. Mayoral Appointments to Commissions/Board/Committee
 1. Beautification Commission
 - a. Reappointments (5)
 2. Community Tree Commission
 - a. Reappointments (3)
 - b. Vacancy (1)
 3. Historical Commission
 - a. Reappointments (4)
 4. Local Officers Compensation Commission
 - a. Reappointment (1)
 5. Planning Commission
 - a. Reappointments (3)
 6. Senior Citizens Commission
 - a. Reappointments (5)
 - b. Vacancies (2)
 7. Construction Board of Appeals
 - a. Reappointments (2)
 8. Pension Board
 - a. Reappointment (1)
 - B. Council Appointments to Commission/Board/Committee
 1. Citizens Recreation Commission
 - a. Reappointments (3)
 2. Building Authority Committee
 - a. Reappointment (1)
7. MINUTES
 - A. Council 12/05/16, 11/30/16
 - B. Committee-of-the-Whole 12/12/16, w/recommendations
 1. Use of batting cages
 2. Paddle tennis courts – Lake Front Park
 3. Policy regarding use of administrative rooms at City Hall
 4. Treasurer/Comptroller
 - a. Employment Agreement
 - C. Planning Workshop 11/22/16

- D. Planning Commission 11/22/16, w/recommendation
 - 1. Sign Appeal: Licavoli's Market
 - E. Tree Commission 10/05/16
 - F. Historical Commission 10/13/16
 - 8. COMMUNICATIONS
 - A. Temporary Seasonal Staff Request
 - 1. Memo 12/14/16 – City Clerk
 - B. Monthly Financial Report – November 2016
 - 9. BIDS/PROPOSALS/CONTRACTS
 - A. Purchase: Fire Grant Award –SCBA Equipment
 - 1. Memo 12/13/16 – Director of Public Safety
 - B. Purchase: Prep Radios
 - 1. Memo 12/12/16 – Director of Public Safety
 - 10. RESOLUTIONS
 - A. Charitable Gaming License
 - 1. Letter 11/22/16 – Grosse Pointe North Parents Club
 - 2. Letter 10/06/08 – Internal Revenue Service
 - 3. Proposed Resolution
 - B. Wayne County Annual Permits (3)
 - 1. Memo 11/30/16 – Director of Public Services
 - a. Permit to Construct, Operate, Use and/or maintain - Maintenance
 - i. Letter 11/11/16 – Wayne County Department of Public Services – Permit Office
 - ii. Permit
 - iii. Conditions & Limitations of Permits
 - iv. Scope of Work and Conditions
 - v. Indemnity and Insurance
 - vi. Resolution Authorizing Execution of Annual Maintenance Permits
 - b. Permit to Construct, Operate, Use and/or maintain – Pavement Restoration
 - i. Letter 11/05/16 – Wayne County Department of Public Services – Permit Office
 - ii. Permit
 - iii. Conditions & Limitations of Permits

- iv. Indemnity and Insurance
- v. Resolution Authorizing Execution of Wayne County Permits
- c. Permit to Construct, Operate, Use and/or maintain – Special Events
 - i. Letter 11/05/16 – Wayne County Department of Public Services – Permit Office
 - ii. Permit
 - iii. Annual Special Events for Municipalities Road Closure/Detour Addendum Guidelines
 - iv. Banner Attachment for Municipalities Addendum Guidelines
 - v. Conditions and Limitations of permits
 - vi. Resolution Authorizing Execution of Annual Special Events Permits

11. ORDINANCE

- A. Second Reading: An Ordinance to Amend Chapter 8 Buildings and Building Regulations, Article IX Fences, Sec. 8-284(1) and (2) to Delete References Allowing Six Feet Fences in the Rear and Side Yards with the Adjacent Property Owner's Consent
 - 1. Letter 11/29/16 – City Attorney
 - 2. Proposed Ordinance
 - 3. Committee-of-the-Whole Excerpt 10/24/16
 - 4. Affidavit of Legal Publication

12. CLAIMS AND ACCOUNTS

- A. Labor Attorney – Keller Thoma
 - 1. Invoice # 110913 12/01/16
 - 2. Invoice #111095 12/01/16

13. NEW BUSINESS/PUBLIC COMMENT
14. NEW BUSINESS/PUBLIC COMMENT
15. 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.

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

CA-B

MEMO

TO: Lisa Hathaway
 FROM: Linda Mowen
 RE: Citizen Appointments to Commission and Boards
 DATE: 12/14/16

Mayoral – shaded Council Appointment – unshaded

Appointed by	Authority	Commission/Board	Name	Address
Mayor	City Code Sec. 2-501; 3-yr staggered term, 15 members	Beautification Advisory Commission	McCarthy, Debra	20045 E. Ballantyne Ct. GPW
			Sauter, Carol	581 Rosedale Ct. N. GPW
			Hage, Phillip	21890 Van K. Dr. GPW
			Koester, Rachelle	1711 Huntington GPW
			Hess, Jennifer	1423 Hollywood GPW
Council	By-Laws; 9 members, 3-yr staggered terms	Citizens' Recreation Commission	Babcock, Bill	1769 Anita GPW
			York, Amanda	2111 Beaufait GPW
			Jerger, Thomas, D.D.S.	470 Oxford GPW
Mayor	By-Laws, 11 members, 3-yr staggered terms; Sec. 2-380	Community Tree Commission	Gaskin, Laura	1669 Bournemouth GPW
			Groschner, Peter	19759 Holiday GPW
			Meyering, Mary Ellen	620 S. Oxford GPW
			Vacancy	

Appointed by	Authority	Commission/Board	Name	Address
Mayor	Council Resolution 8-20-79, Sec. 2-494; 3-yr. staggered term, 11 members	Historical Commission	Veitengruber, Rebecca	1504 Edmundton GPW
			Harkenrider, Delmar	25 Blairmoor Ct. Grosse Pointe Shores
			Kent, Suzanne	1992 Fleetwood GPW
			Millies, Lynne	1749 Prestwick GPW
Mayor	City Code 2-406, 5-yr staggered term, 5 members	Local Officers' Compensation	McAlpine, John	515 Coventry Lane GPW
Mayor	Section 2-441a City Charter, 3-yr. staggered term, 9 members	Planning Commission	Gilezan, Grant	1213 Sunningdale GPW
			Reiter, Eric	1597 Newcastle GPW
			Rozycki, Richard	1527 Sunningdale GPW
Mayor	11 members, 9-general community-3-yr terms, 2-senior groups & community interest - 1 yr. terms	Senior Citizens' Commission	Strek, Mark	1692 Brys GPW
			Witt, Donald	1658 Anita GPW
			Wehrmann, Ronald	2041 Norwood GPW
		SOC Representative	Uhlig, Heidi	158 Ridge Road Grosse Pointe Farms
			Beeby, Sharon	1415 South Renaud GPW
			VACANCY (2 positions)	

Appointed by	Authority	Commission/Board	Name	Address
Council	MCL 211.29 Sec. 28 (2) (3), 3-yr. staggered terms	Board of Review	None	
Mayor	M.C.L. 125.1514, 3-7 members, 2-yr. staggered terms	Construction Board of Appeals	Kiehler, Walter	533 Hawthorne GPW
			Vitale, John	20771 Wedgewood GPW
Mayor	City Code Sec. 44-230c, 3 members, 3-yr. staggered term	Downspout Board of Appeals	None	
Mayor	Section 2-286, City Code "Retirement System"	Pension Board	Zarb, Gary	682 Anita GPW
Council	Articles of Incorporation of 1992, 3-yr. staggered terms, 3 members	Building Authority Committee	Richardson, Ross	791 Oxford N. GPW
			Vacancy	
Mayor		Community Events Committee	None	
Mayor		Mayor's Mack Avenue Business Study	None	



COUNCIL
12-05-16 - 147

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, DECEMBER 5, 2016, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:36 p.m. by Mayor Novitke.

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

Also Present: City Administrator Smith
City Attorney Don Berschback
City Clerk Hathaway

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

The following Commission member was in attendance:

Bonnie Medura, Beautification Advisory Commission

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

1. City Council Minutes dated November 21, 2016.

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:

1. Committee-of-the-Whole minutes dated November 21, 2016;
2. Committee-of-the-Whole minutes dated November 28, 2016.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by McConaghy, seconded by Koester, regarding the Senior Holiday Party, that the City Council concur with the Senior Citizens Commission at their meeting held November 15, 2016, and approve an allotment of an amount up to \$350.00 (\$300.00 for dessert and \$50.00 gift card) to cover expenses related to the Senior Holiday Party held Friday, December 2, 2016, funds to be taken from the Senior Commission Account No. 101-105-880.600.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by Granger, seconded by Bryant, regarding **Applications for Permit/License – 2017 Refuse Vendors**, that the City Council approve all applications with the exception of Mr. Walls' Assistant, John L. Walls, who did not pass background checks, as follows:

Name	Previously Licensed	Date Received
Agosta, Vincent	2013-2016	11/01/16
Hirth, Ronald	2001-2016	10/06/16
Livadich, Seyfudin	2012-2014	11/21/16
Tibaud, Mark	2014-2016	10/03/16
Walls, John A.	2013-2016	10/12/16

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by Bryant, seconded by Granger, regarding **First Reading: An Ordinance to Amend Chapter 8 Buildings and Building Regulations, Article IX Fences, Sec. 8-284(1) and (2) to Delete References Allowing Six Foot Fences in the Rear and Side Yards with the Adjacent Property Owner's Consent**, that the City Council concur with the amendment of this ordinance, to set a date of December 19, 2016, for a second reading and final adoption, and to direct the City Clerk to publish same by title in the Grosse Pointe News.

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 Attorneys**, that the City Council approve the following statements:

1. City Attorney Don R. Berschback 11/30/16 - \$3,920.00;
2. City Attorney Charles T. Berschback 11/30/16 - \$7,070.00.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Hearing no objections, the following items were heard under New Business/Public Comment:

- Dubravka Mikelic, 19982 W. Doyle Place discussed her displeasure with having only 1.5 years before having her rental property re-inspected again, rather than two years in accordance with the ordinance. The Chair suggested she return to the December 19, 2016, Council meeting, and asked the City Administrator to follow-up with Ms. Mikelic.

Motion by Granger, seconded by Shetler, to adjourn tonight's meeting at 7:51. p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON WEDNESDAY, NOVEMBER 30, 2016, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 6:00 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke
Council members: Bryant, Ketels, Koester, McConaghy
Absent: Granger (arrived at 6:04 p.m.), Shetler

Also Present: City Administrator Smith
City Attorney Don Berschback
City Clerk Hathaway
Director of Public Services Schulte
City Engineer Lockwood

Motion by McConaghy, seconded by Bryant, that Council Members Granger and Shetler be excused from tonight's meeting.

Motion carried by the following vote:

Yes: Bryant, Ketels, Koester, Novitke
No: None
Absent: Granger, Shetler

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

Motion by Bryant, seconded by Ketels, 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
No: None
Absent: Granger, Shetler

The Mayor opened discussions regarding the status of the SAW grant. Engineering matters were discussed including costs, whether to seek bids, and whether a conflict of interest exists. Questions were posed to the City Engineer.

The Council reviewed Page 2 of the SAW Grant Agreement identifying engineering oversight at \$62,000.00 (not be charged on the manhole/catch basin inspections at \$245,500), fees will be \$237,500 not counting \$245,500.00 for manhole/catch basin inspections which would be done by AEW.

1. Should bids be sought for manhole/catch basin inspections instead of AEW performing the work?
 - a. The City Engineer stated AEW has gone through, and put out, manhole inspection bid projects in the past. It is more efficient for AEW to perform the work as they are outfitted to perform the manhole inspections. They have certifications that the DEQ uses as the method so that everyone universally completes the inspections; MACP (manhole), PACP (pipes.) They would oversee the inspection project, take pictures in all directions, investigate how the pipes come in, types of structure, condition, implement a rating system using 15 different parameters, and input data into GIS. Instead of overseeing a contracted company, they have staffed themselves to perform the work using a laptop to immediately load data into the GIS system, providing a much more fluid method of doing the work. The State of Michigan does not have a problem with not going out for bids. If work needs to be done after the punch list is completed, it is more efficient to get the work done by AEW. If the City signs the Agreement, the City could still go out for bids. The City has no obligation under the contract until disbursement is requested. If the money is taken, then the City is obligated.
2. Is there a potential conflict of interest with AEW performing the manhole/catch basin work? The City Engineer stated no.
3. When will work start? Arbitrage rules are three years from the date of the contract, which starts December 16, 2016. The City Engineer does not anticipate a problem with completing the work within three years. They will not send out for bids immediately. Inspections would be done immediately, structures identified, information inputted to GIS, and then go out for bid.
4. The City Engineer stated the \$2,500 initially paid for the application fee is reimbursable to the City. Expenditures accumulated since January 3, 2013, are reimbursable.

5. The Memo dated November 6, 2013, from previous City Administrator Fincham identifies all work that needs to be done: manhole and catch basin inspections, televise and clean City-owned storm sewers, televise and clean large combined sewers not included in the previous S2 projects, update our GIS maps, evaluate the Torrey Road Pump Station including emergency backup power, rate the condition of each sewer asset, determine a revenue structure for short and long-term repair, replacement and maintenance of the sewer system, develop a long-term capital improvement plan, and once the plan is completed the City will have a complete asset inventory of the sewer system. The City Engineer confirmed this list is accurate and even if the City does not receive this grant, all this work would need to be done at some point in the future.
6. In the Agreement on Page 7, Section 18B, states this money has to be repaid under certain conditions . . . to be determined by the Authority. The City Engineer stated in 2-3 years an asset management plan including the capital improvement plan will be put together working with the City once a determination has been made after inventory is completed. Then, the asset management plan, which is the whole gist of the SAW Grant, will be submitted to the State. The capital improvement plan would be based upon available funding. The City would not be forced to raise rates.
7. The City Engineer stated due to recent bidding conducted in other communities, costs will be the same as originally estimated.
8. Where is the pricing identified to evaluate the Torrey Road Pump Station on Pages 1 and 2 of the Agreement? The City Engineer stated it is included in the manhole and catch basin inspections at \$245,500. The City Engineer was asked to provide clarification.
9. Is traffic control being done concurrently when work is being done on the same street? The City Engineer stated once a contract is in place, the City will have an estimated cost for a placeholder.
10. What happens if immediate replacement of infrastructure is necessary while televising? The City Engineer stated it would need to be addressed.

There was a consensus of the Council that AEW perform inspections for Torrey Road Pump Station, manhole and catch basins.

Motion by Granger, seconded by Bryant, regarding Storm, Asset Management, and Wastewater (SAW) Grant Agreement, that the City Council authorize City Administrator Bruce Smith to sign the SAW Grant Agreement permitting the City to receive \$993,060.00 in grant money, and authorize payment in an amount not to exceed

\$110,340.00 for the City's grant match responsibility with funds to be taken from the SAW Grant Account No. 592-537-975.008.

The Mayor stated the Agreement has to be overnighted to be received by the State by December 2, 2016.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke
No: None
Absent: Shetler

Motion by Granger, seconded by Bryant, that the previous motion by immediately certified.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke
No: None
Absent: Shetler

Motion by Granger, seconded by Bryant, to adjourn tonight's meeting at 6:34 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

7B

COMMITTEE-OF-THE-WHOLE
12-12-16 - 67

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, DECEMBER 12, 2016, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Bryant, Granger, Ketels, Koester, Shetler
ABSENT: McConaghy
ALSO PRESENT: City Administrator Smith
City Attorney Don Berschback
City Clerk Hathaway
Director of Public Services Schulte

Mayor Novitke called the meeting to order at 7:37 p.m.

Motion by Granger, seconded by Shetler, to excuse Council Member McConaghy from tonight's meeting.

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

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, Novitke, Shetler
No: None
Absent: McConaghy

The first item discussed was regarding **use of batting cages**. The Mayor requested in the 4th bullet, that "18 and older" be replaced with "18 or older." The City Administrator stated the signs have been removed from the cages, and Mr. Borland will provide a schedule when Little League will be using the cages. A City lock is to replace Little League's lock. Member Granger suggested rearranging the order of the bullets, and there was a consensus of the Committee to change the order, and to insert a space in "anytime."

Motion by Granger, seconded by Shetler, regarding use of batting cages, that the Committee-of-the-Whole recommend that City Council approve the Grosse Pointe Woods Batting Cage Rules and Regulations as modified.

Under discussion, and there was a consensus to post a sign on the cages outlining these rules.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler
No: None
Absent: McConaghy

Motion by Granger, seconded by Bryant, that use of batting cages be removed from the Committee-of-the-Whole.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler
No: None
Absent: McConaghy

Next, **paddle tennis courts – Lake Front Park** was discussed. The Mayor opened discussion regarding an offer from Andrew Pflaum, resident and owner of APCOR Construction Company, who offered to cover 100% of the cost to refurbish the paddle tennis courts at Lake Front Park at an estimated \$15,398.00. The Mayor asked administration for the cost of other maintenance, is the City obligated to future work on the courts, and questioned the insurance certificate reference to "written contract." The Director of Public Services stated the contractor will provide a revised insurance certificate eliminating "written contract." The City Attorney stated a simple letter to the contractor may be sent to Mr. Pflaum thanking him for his donation and stating that he can move forward with the work, but that a contract is not necessary. Mr. Pflaum requested to post signs in the two courts that identify the work being donated by his company and an electric company; two on each court or four signs total, containing the businesses names that are donating the work. Discussion ensued regarding placing two company names on one sign making only two small signs, Grosse Pointe Woods cost to maintain the courts in the future, and posting a sign stating "Do not salt courts" because salt causes damage.

The Director of Public Services said there is neither a contract nor extra staffing cost, scheduling of the paddle courts will be done by the gate guards, normal maintenance costs approximately \$1,000.00 per year, and there will be added cost to restripe the court in ten years. Utility cost is \$4,000.00 for both courts per season. Part-time maintenance people will blow them off or shovel, and players can shovel them off as well.

There was a consensus of the Committee to move forward with the project, permit the company's logo signs except "where management and design meets quality" will be removed, and modify the Certificate of Liability Insurance to eliminate reference to a contract.

Motion by Bryant, seconded by Ketels, regarding paddle tennis courts – Lake Front Park, that the Committee-of-the-Whole recommend to City Council to approve acceptance of the donation to refurbish the paddle tennis courts at Lake Front Park as proposed.

Motion by Bryant, seconded by Ketels, to amend the previous motion by adding, "subject to approved signage and revised insurance."

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler
No: None
Absent: McConaghy

Motion by Bryant, seconded by Shetler, that paddle tennis courts – Lake Front Park be removed from the Committee-of-the-Whole.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler
No: None
Absent: McConaghy

The Committee then discussed **policy regarding use of administrative rooms at City Hall**. The Mayor provided an overview regarding outside use of the Council Chambers and Community Center rooms. The City Clerk distributed and the Committee reviewed the draft Policy Regarding Use of Administrative Rooms at City Hall. Following discussion, there was a consensus to:

- Remove paragraphs three and four.
- Add to paragraph two:
 - b. Grosse Pointe Woods Foundation
 - c. Eastside FC (soccer)
 - d. Special exception may be granted by the City Council.

Motion by Granger, seconded by Bryant, regarding Policy Regarding Use of Administrative Rooms at City Hall, that the Committee-of-the-Whole recommend that City Council adopt the policy as amended.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler
No: None
Absent: McConaghy

Motion by Granger, seconded by Bryant, that the Policy Regarding Use of Administrative Rooms at City Hall be removed from the Committee-of-the-Whole.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler
No: None
Absent: McConaghy

The Chair declared a recess at 8:58 p.m., and reconvened at 9:02 p.m.

The last item on the agenda was concerning the **Treasurer/Comptroller vacancy**. The City Attorney provided an overview regarding an Agreement.

Motion by Koester, seconded by Bryant, regarding the Treasurer/Comptroller vacancy, that the Committee-of-the-Whole recommend that City Council approve the Agreement appointing Cathy Behrens as the Treasurer/Comptroller as modified.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler

No: None

Absent: McConaghy

This item is to remain on the Committee-of-the-Whole agenda.

Under New Business/Public Comment:

- The City Administrator discussed unsightly, dead trees on the median entering into the City from Harper Woods. The Director of Public Services is recommending removing nine dead pine trees and shrubs at a cost of \$2,500 with work to be performed by Arbor Pro to remove the trees, shrubs in front of the wall, and stump grind. The City Administrator recommended approval. There was a consensus of the Committee to move forward with removing the plantings.
- Member Granger stated the Tree Commission made a recommendation to the City Council that no new memorial trees be planted in Lake Front Park, and to instead offer a memorial program adopting an existing tree including a plaque. The Director will follow-up with the Tree Commission Chair. Discussion ensued regarding including the whole City rather than only Lake Front Park. The Director of Public Services stated if an existing tree dies it would be replaced.

Motion by Granger, seconded by Ketels, that the meeting of the Committee-of-the-Whole be adjourned at 9:33 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

Proposed

Grosse Pointe Woods Batting Cage Rules and Regulations

- Batting cages **must** be locked when not in use.
- Batting cages are for Woods/Shores Little League and Grosse Pointe Woods residents' use.
- Grosse Pointe Woods Shores Little League has priority use.
- Grosse Pointe Woods residents may check out the batting cage key with Public Safety Dispatch. Proof of Grosse Pointe Woods residency will be required. A (Driver License or current Grosse Pointe Woods park pass) must be left as collateral and will be returned in exchange for batting cage key.
- Batting cages are for ages 13 or under, players **must** be accompanied by an adult, 18 or older.
- Only one batter, one catcher and one pitcher are allowed in the cages at any time.
- All batters, catchers and pitchers must wear shoes, helmets, and cup. L-Screen **must** be used.
- **No** metal cleats allowed in batting cages.

**POLICY REGARDING
USE OF ADMINISTRATIVE ROOMS
AT CITY HALL**

1. Grosse Pointe Woods administrative rooms consist of Conference Room, Jury Room, and Council Chambers and their intended use is for the purpose of conducting City business including: Municipal Court, arraignments and probation, and meetings including City Council, Planning Commission, Committee-of-the-Whole, Council subcommittees, various City Commissions, administrative meetings and training sessions, and meetings of the labor unions. Special exception may be granted by the City Council.
2. The following organizations are permitted to use a Community Center Room at no charge, based on availability:
 - a. Grosse Pointe Woods/Shores Little League;
 - b. Grosse Pointe Woods Foundation;
 - c. Eastside FC (soccer).

Special exception may be granted by the City Council.

City of Grosse Pointe Woods
CITY TREASURER/COMPTROLLER
EMPLOYMENT AGREEMENT

THIS AGREEMENT, signed this ____ day of December, 2016, by the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the "City", and CATHRENE BEHRENS hereinafter called "BEHRENS" both of whom agree as follows:

WITNESSETH:

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

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

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

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

Section 1 – DUTIES:

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

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

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

Nothing in this section mandates that these positions be filled.

Section 2 – SALARY:

City agrees to pay BEHRENS at the rate of an annual base salary of Eighty Thousand (\$80,000.00) dollars, effective January 2, 2017 payable in installments at the same time as other employees of the City are paid. Upon finding satisfactory performance in the future, the City Council may make appropriate adjustments.

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

Section 3 – TERM:

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of BEHRENS with or without cause, with or without notice, at any time.
- B. BEHRENS will be employed on an at-will status as City Treasurer/Comptroller to perform the functions and duties of the position as required by the Code and Charter. She shall also perform such duties and functions as the City Council may, from time to time, prescribe. She shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of BEHRENS to resign at any time from her position with the City. However, BEHRENS shall be required to provide 30 days written notice to the City prior to her resigning.
- D. BEHRENS agrees to remain the exclusive employee of the City and neither to accept other employment nor to become employed by any other employer thereafter as long as she remains in the employ of the City.
- E. THERE SHALL BE NO EXPECTATION OF RENEWAL OR EXTENSION OF THIS AGREEMENT UNLESS MUTUALLY AGREED UPON IN WRITING BY BOTH PARTIES.
- F. The terms of this agreement shall be through June 30, 2017.

Section 4 – TERMINATION AND SEVERENCE PAY:

In the event that BEHRENS is terminated without cause then, in that event, BEHRENS shall receive severance pay equaling sixty (60) days (2 months of her regular pay) of her annual salary. Upon receipt of severance pay, BEHRENS shall sign a Settlement and Release Agreement waiving any and all rights under this Agreement, and she shall agree not to file any lawsuit or engage in any litigation against the City, its agents, assigns, Council Members, (either in their representative capacity or in their individual capacities). Such Release shall also apply to

the Pension Plan, its Administrator, Trustees in their individual capacities, Agents, Successors, and assigns.

Section 5 – INDEMNIFICATION:

City shall defend, hold harmless and indemnify BEHRENS against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as City Treasurer/Comptroller. City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. City reserves the right to withhold said indemnification in the event said alleged act or omission is an illegal act or omission, or an act of misfeasance or malfeasance. City reserves the right to forward any such claim to its insurance company.

Section 6 – FRINGE BENEFITS:

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

Upon BEHRENS's hiring date, she shall earn and be entitled to vacation leave, with pay, at the rate of five (5) working days per year through June 30, 2017. Following that date, BEHRENS shall be entitled to vacation leave with pay at the rate of ten (10) working days per year. When applicable, the terms of Appendix A for the Grosse Pointe Woods Non-Union Full-Time Employee Fringe Benefits provisions shall apply.

Section 7 – BONDING:

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

Section 8 – DUES AND SUBSCRIPTIONS:

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

Section 9 – PROFESSIONAL DEVELOPMENT

- A. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for travel and subsistence expenses of

BEHRENS for professional and official travel, meetings and occasions which are necessary to continue the professional development of BEHRENS and to adequately pursue necessary official and other functions for the City.

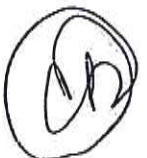
- B. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the travel and subsistence expenses of BEHRENS for short courses, institutes and seminars that may be required by law in connection with duties performed for the City.
- C. Any professional development requiring airfare or overnight accommodations requires prior Council approval.

Section 10 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

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

Section 11 - GENERAL PROVISIONS:

- A. This is the entire Agreement between the parties. This Agreement supercedes any and all other Agreements or contracts, either oral or written between the parties.
- B. Notices pursuant to this Agreement shall be deemed given if served personally in the same manner as is applicable to judicial practice or if deposited in the custody of the United States Postal Service, postage prepaid addressed as follows:
 - (1) City Clerk
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236.
 - (2) CATHRENE BEHRENS
1422 Apple Orchard
Wolverine Lake, MI 48390
- C. This Agreement shall become effective upon approval by the City Council and BEHRENS's first day of work shall be January 2, 2017.



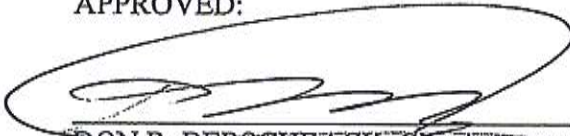
- D. This agreement is subject to criminal background check, medical exam, and any other provisions relating to new hires for the City.
- E. The parties acknowledge that both the City and BEHRENS have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel.
- F. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

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


WOODS

CITY OF GROSSE POINTE

APPROVED:


DON R. BERSCHBACK, City Attorney

By: ROBERT E. NOVITKE
Its: Mayor


CATHRENE BEHRENS

Approved by Commission 7C
12/13/16

PLANNING COMMISSION WORKSHOP
11-22-16 – 2

MINUTES OF THE PLANNING COMMISSION WORKSHOP MEETING HELD ON NOVEMBER 22, 2016, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 6:40 p.m. by Chair Stapleton.

Roll Call: Chair Stapleton
Fuller, Gilezan, Hamborsky, Reiter, Rozycki, Vitale

Absent: Profeta, Vaughn

Also Present: Building Official Tutag

Discussion ensued regarding the **2020 Plan**. Commissioner Hamborsky presented the latest plan to the Planning Commission members. The Building Official will provide photos of streetscape elements. Following discussion, the members are to review the documents provided to provide input at a future meeting.

Upon proper motion, the Planning Commission Workshop adjourned at 6:58 p.m. Passed unanimously.

Respectfully submitted,

Gene Tutag
Building Official

Approved by Commission 17 7D

PLANNING COMMISSION
11-22-16 - 11

MINUTES OF THE REGULAR MEETING OF THE PLANNING COMMISSION OF THE CITY OF GROSSE POINTE WOODS HELD ON TUESDAY, NOVEMBER 22, 2016, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN

The meeting was called to order at 7:30 p.m. by Chair Stapleton.

Roll Call: Chair Stapleton
Planning Commissioners: Fuller, Gilezan, Hamborsky, Reiter, Rozycki, Stapleton, Vitale

Absent: Profeta, Vaughn

Also Present: Building Inspector Tutag

Motion by Gilezan, seconded by Rozycki, that Commission Members Profeta and Vaughn be excused from tonight's meeting.

MOTION CARRIED by the following vote:

YES: Fuller, Gilezan, Hamborsky, Reiter, Rozycki, Stapleton, Vitale
NO: None
ABSENT: Profeta, Vaughn

The Planning Commission, Administration, and the audience Pledged Allegiance to the Flag.

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

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, Reiter, Rozycki, Stapleton, Vitale
NO: None
ABSENT: Profeta, Vaughn

The Chair indicated Council Member Bryant was in attendance as the City Council Representative.

Motion by Gilezan seconded by Rozycki, regarding **Approval of Minutes**, that the Regular Planning Commission Minutes of October 25, 2016, be approved as submitted.

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, Reiter, Rozycki, Stapleton, Vitale
NO: None
ABSENT: Profeta, Vaughn

The next item discussed was regarding **sign appeal: Licavoli's Market, 20915 Mack Avenue.** The Building Official provided an overview of his memo dated November 15, 2016. Permits have been denied due to noncompliance with three sections of the City Code: Section 32-17 combinations of signs, Section 32-10(a)(1) maximum number of message units quantity restriction, and Section 32-13(d) wall signs.

Member Vitale requested to recues himself from voting on this matter due to a conflict of interest.

Motion by Hamborsky, seconded by Rozycki, to excuse Member Vitale from voting on this matter.

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, Reiter, Rozycki, Stapleton
NO: None
ABSENT: Profeta, Vaughn
ABSTAIN: Vitale

The Chair asked if anyone in attendance wished to speak on this request:

Phil Licavoli
Licavoli's Market
20915 Mack Ave.

Dave Embree
Embree Sign Co.
26520 Harper
St. Clair Shores, MI

Mr. Embree distributed a document providing additional information.

The Building Inspector stated his willingness to meet with Embree Sign to work out a plan for signs that would be in compliance with the ordinance.

Motion by Hamborsky, seconded by Gilezan, regarding Licavoli's Market, 20916 Mack Avenue, request for three sign variances, that the Planning Commission recommend to City Council to approve the variances with the following conditions:

1. That the total signage not exceed 84 sq. ft.;
2. That the final font and color be coordinated with the Building Department;

3. That there not be any greater than 12 message units in total.

Motion by Hamborsky, seconded by Gilezan, to amend the previous motion by adding, "

4. A Hardship was presented and expressed by the applicant;
5. That the variances are in the best interest of the City and within the spirit and intent of the ordinance;
6. The Petitioner is prevented from installing window signage because ? colonial style window;
7. It is a corner building;
8. Signage is not offensive and is appropriate with the scale and location of the building."

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, Reiter, Stapleton
No: Rozycki
ABSENT: Profeta, Vaughn
ABSTAIN: Vitale

The next item discussed was regarding the **Grosse Pointe Woods Master Plan**. The Building Official provided an overview regarding his memo dated November 17, 2016. He reviewed the current Master Plan and suggested one change to the Future Land Use Plan pertaining to the Hunt Club, which is currently recreational property. A discussion ensued regarding University Liggett School and Hunt Club. The Chair stated she would not feel comfortable without a robust community engagement strategy and holding workshops to find out what the residents want in the community.

The Chair asked the Commission to look at and review the current Master Plan for a discussion in January. The Building Official stated there are portions of the zoning ordinance that need to be updated and would like to look at that in the future.

This item is to remain on the Planning Commission agenda.

The next item was the **Building Official's report**, and the following items were discussed:

1. Legacy Oaks update;
2. Churchill's soft opening;
3. New businesses moving into the City including an ice cream parlor and two nail salons;
4. Banfield Animal Clinic;
5. Increase in residential building and remodels.

Commissioner Reiter provided on the November City Council meetings.

Commissioner Rozycki is scheduled to attend the December Council meetings.

Under New Business:

- Commissioner Hamborsky stated he would like to complete the 2020 Plan, and will be providing a copy of the plan to all commission members for input discussed at the commission's Workshop meeting earlier this evening. This item will be addressed at a future Workshop meeting to discuss the commission's input. A brief discussion ensued regarding the streetscape work done in Grosse Pointe Farms, which was funded by a grant.

Motion by Hamborsky, seconded by Rozycki, that the Planning Commission Meeting adjourn at 8:47 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Gene Tutag
Building Official

RECEIVED

OCT 28 2016

Approved by Commission
11-2-16

7E

CITY OF GROSSE PTE. WOODS

GROSSE POINTE WOODS TREE COMMISSION
Meeting Minutes of October 05, 2016

Chairman, Steve Chan, called the meeting to order at 7:30 p.m.

Present: Rogers, Backer, Vicki Granger (Council Representative), Chan, Mary Meyering, Gaffney, Greening Laura Gaskin, Profeta and Gaschner...

Absent: Butler, DiCicco...

Approval of the Agenda for the meeting of October 05 2016. Motion by Groschner and seconded by Backer to approve the agenda as presented. All members present approved the motion.

Approval of the meeting minutes of September 07, 2016

Motion by Groschner and seconded by Laura Gaskin with the following correction under New Business (Delete sentence starting with "Chan agreed and ending with October meeting"). to approve the minutes as presented with this correction. All members present approved the motion.

Treasurer's Report: 09/30/16.

Cash Reserves as of 07/01/16	\$12,069.18
Donations thru 09/30/16	0
Expenses thru 09/30/16	0
Balance:	\$12,069.18

Balance carries forward.

Council Approved Budget

Budget as of 07/01/16	\$1,633.00
Expenses thru 09/30/16	-8.15

Name of expense not listed.

Remaining thru 09/30/16	\$1,624.85
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Balance does not carry forward.

Council approval required for expenditures.

Old Business: Profeta reported that photos of all 2016 Memorial tree donors present at the meeting have been mailed and that he has copies of all letter documents that were used for the Memorial Tree program.. Regarding the Cash Reserve account in Our budget, Vicki Granger advised that the funds will stay with us and used in the future

to cover an expense not otherwise provided in our regular budget. Granger also advised that the Council had approved the purchase of 350 Little Leaf Linden tree seedlings for the 2017 Arbor Day program. Laura Gaskin solicited the commission membership and the following agreed to serve as officers in 2017: Chair-Chan, Vice-Chair-Profeta, Treasurer- Butler and Secretary-Laura Gaskin.

New Business: The fall tree planting program will begin the week of October 10th.

Tree Commission members will receive planting stakes, lists showing the resident to be vested and placement of the stake in accordance with the City guidelines Visits should be done as soon as possible. Chan distributed the City's published guidelines for the Memorial Tree program and he will visit with Frank Schulte to develop possible changes in the program.

Tree Commission membership expires 12/31/166 for Gaskin, Groschner Meyering. Groschner will advise in November if he wishes to continue. The other two wish to continue and will need Council approval, which will occur in January. Rogers will resign as of 122/31/16 due to medical conditions. All other members wish to complete their appointed term of office.

The Tree Commission Directory, published 9/07/16, was distributed at this meeting.

Adjournment: 8:55 p.m. Motion by Laura Gaskin and seconded by Groschner that the meeting be adjourned. All present approved the motion.

Submitted by

Wilson G. Rogers
Wilson G. Rogers

Secretary (313) 886-7660

RECEIVED

OCT 21 2016

Approved by Commission

11-10-16

7F

CITY OF GROSSE POINTE WOODS City of Grosse Pointe Woods Historical Commission Minutes
20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236
Conference Room at City Hall
October 13, 2016

1. Call to Order

The regular meeting of the Grosse Pointe Woods Historical Commission was called to order at 7:34 p.m. by Chairman Phil Whitman.

2. Roll Call

Present: Mary Kaye Ferry, Del Harkenrider, Suzanne Kent, Lynne Millies, Sean Murphy, John Parthum, Frank Romano, Becky Veitengruber, Phil Whitman, Giles Wilborn

Excused: Shirley Hartert, Council Representative Mike Koester

3. Approval of Agenda

Motion by Parthum, seconded by Veitengruber, to amend the agenda for October 13th, 2016 to add one additional item: 6B. Calendar Events. Ayes: all. Motion carried.

Motion by Parthum, seconded by Harkenrider to accept the agenda as amended for October 13th, 2016. Ayes: all. Motion carried.

4. Approval of Minutes

Motion by Millies, seconded by Ferry, to approve the September 8th, 2016 minutes as presented. Ayes: all. Motion carried.

5. Items

A. Report of Treasurer: Parthum reported that the commission balance is \$1,642.64 and the Cook Schoolhouse Project balance is \$5,169.11.

B. Cook Schoolhouse Project:

1. September's Open House had 79 visitors, with \$20 collected in donations, and 1 postcard sold. October's Open House had 4 visitors.

2. Parthum announced that sometime in the future, a new room will be available for housing the commission's archives, in City Hall.

6. New Business

A. Open Houses:

Motion by Romano, seconded by Veitengruber, to accept dates as presented for the 2017 Cook School open houses on the following dates and times.

- Saturday June 10th from 12:00-2:00 p.m.
- Saturday July 15th from 12:00-2:00 p.m.
- Saturday September 16th from 5:00-7:00 p.m.
- Saturday October 14th from 12:00-2:00 p.m.

Ayes: all. Motion carried.

B. Calendar of Events: Parthum shared the list of duties for the upcoming year, month by month.

7. Public and Commissioner Comments

A. Kent shared with the commission an article about the origin of the dunce cap.

B. Veitengruber updated the commission on the person interested in donating 2 desks to the commission, to be used at the schoolhouse. Veitengruber will follow up with Parthum and prospective donor to look into the furniture for donation.

8. Adjournment

The meeting adjourned at 8:24 p.m. by Vice Chairman Sean Murphy.

Respectfully submitted:

Becky Veitengruber, Secretary


The next meeting of the Grosse Pointe Woods Historical Commission will take place on November 10th, 2016 at 7:30 p.m. in the Conference Room at City Hall, 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236

CITY OF GROSSE POINTE WOODS

Office of the City Clerk

Memorandum

DATE: December 14, 2016
TO: Mayor and City Council
FROM: Lisa Hathaway, City Clerk
SUBJECT: Request for a temporary seasonal staff person



While Deputy Clerk Gerhart is on workman's compensation, I am requesting approval to employ seasonal election staff to assist with covering the Clerk's office. One person will man the front desk and perform minor tasks as needed. The intent is to utilize one or two of the absent voter staff workers, depending upon their availability, five days per week until the Deputy Clerk returns. The Deputy Clerk is being paid from the workman's compensation fund while on leave, therefore the Clerk's Salaries & Wages Account has funds available to pay for substitute staffing.



CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY

Date: December 15, 2016
To: Bruce Smith, City Administrator
From: John G. Kosanke, Director of Public Safety
Subject: Purchase of SCBA Equipment – Fire Grant Award
Award ID #EMW-2015-FO-03824

I am requesting that the City receive the Fire Grant award and authorize the purchase of nineteen (19) Self Contained Breathing Apparatus with an additional spare bottle for each S.C.B.A. from Apollo Fire Equipment. The City of Grosse Pointe Woods Department of Public Safety will also be purchasing thirty-five (35) total firefighting masks. The cost of the purchase will be covered by the above listed AFG grant (\$122,596.00) and a 5% match from the City of Grosse Pointe Woods which equals \$6,129.00 for a combined total of \$128,725.00.

The department evaluated S.C.B.A. equipment from the three vendors who submitted bids as listed below.

Apollo Fire Equipment

(MSA)

12584 Lakeshore Dr.

Romeo, Michigan 48065

Bid Amount: \$122,315.50

Argus-Hazco

(Scott Air-Pak)

46410 Continental Drive

Chesterfield, MI 48047

Bid Amount: \$138,358.59

Pressure Vessel Testing

(Drager)

34740 S. Gratiot

Clinton Township, MI 48035

Bid Amount: \$118,360.00

After several weeks of evaluation and testing of the S.C.B.A. equipment by each department member, the MSA equipment supplied by Apollo Fire Equipment was selected based on function, comfort, and price. Although this vendor did not have the lowest bid, the MSA equipment will be inter-operable with the equipment of surrounding area Public Safety departments who all have the same equipment. When the Fire Mutual Aid was formed in 2012, an agreement was made with the surrounding Grosse Pointe and Harper Woods communities to utilize similar equipment so that all could work together as a team.

The MSA equipment from Apollo Fire Equipment is backed by a fifteen (15) year limited warranty from defects in materials and/or faulty workmanship from the date of the sale by MSA. The warranty applies to all components of the S.C.B.A. including all accessories and optional equipment purchased and supplied at the time of sale.

I recommend the purchase of the stated equipment from Apollo Fire Equipment at a cost not to exceed the amount of \$128,725.00. The difference of \$6,409.50 between the Apollo bid and the amount of the grant award would allow the department to purchase an upgrade for the Buddy Breathing option. This option would enable the officers to breathe out of their partner's tank should their own tank run low or become exhausted.

This is a budgeted expense in the amount of \$6,129.00, which is included in the 2016/2017 Fiscal Year budget in account 101-339-818.000 (Contractual Services – Fire Services) as \$6,436.00.

Recommend Approval of the above stated purchase with a cost not to exceed \$128,725.00 as submitted.

Approvals:

John Kosanke, Director of Public Safety: John Kosanke **Date:** 12-15-16

Shawn Murphy, Deputy Comptroller: Shawn Murphy **Date:** 12-15-16

Bruce Smith, City Administrator: Bruce Smith **Date:** 12/15/2016

No further benefit will accrue to the City by seeking additional bids.

Council Approval Required



**CITY OF GROSSE POINTE WOODS
DEPARTMENT OF PUBLIC SAFETY**

9B

Date: December 12, 2016
To: Bruce Smith, City Administrator
From: John Kosanke, Director of Public Safety
Subject: **Purchase of Five Prep Radios**

RECEIVED
DEC 12 2016
CITY OF GROSSE PTE. WOODS

I am requesting that the City approve a purchase order for five (5) new prep radios as the department has been adding five new prep radios each year as parts for our current radios will be unavailable within the next five years. The prep radios will be purchased from Motorola Solutions, Inc., to abide by State of Michigan specifications.

Although the price of the radios has increased, our sales representative was able to secure a promotional rate for us which includes one additional year of warranty.

The vendor name and address is:

Motorola Solutions, Inc.
State of Michigan Bid
1303 E. Algonquin Road
Schaumburg, ILL 60196
5 APX6000 700/800 Model 2.5 Portable with chargers & batteries
Total: \$18,713.55

This is a budgeted expense in the amount of \$18,713.55 in the Radio Maintenance – Public Safety fund (101-305-851.000) which is included in the 2016/2017 fiscal year budget in the amount of \$20,000.00.

Recommend Approval of the above stated purchase with a cost not to exceed **\$18,713.55** as submitted.

Approvals:

John Kosanke, Director of Public Safety: John P. Kosanke **Date:** 12-12-16

Shawn Murphy, Deputy Comptroller: Shawn Murphy **Date:** 12-12-16

Bruce Smith, City Administrator: Bruce Smith **Date:** 12/12/16

No further benefit will accrue to the City by seeking additional bids.

Council Approval Required

Claudette Darga

From: John Kosanke
Sent: Friday, December 02, 2016 12:17 PM
To: Claudette Darga
Subject: Fwd: Prep Radio Memo

Sent from my iPhone

Begin forwarded message:

From: Lisa Hathaway <LHathaway@gpwmi.us>
Date: December 2, 2016 at 10:02:00 AM EST
To: John Kosanke <JKosanke@gpwmi.us>
Cc: Bruce Smith <bsmith@gpwmi.us>, Susan Como <SComo@gpwmi.us>
Subject: Prep Radio Memo

John,

Please revise the 11/29/16 memo for the purchase of 5 prep radios to include:

1. Budget line name and account number;
2. Include "No further benefit will accrue to the City by seeking additional bids." by Bruce's signature.

Memo will need to be resigned by all.

Thank you,

*Lisa Kay Hathaway, CMMC/MMC
City Clerk/F.O.I.A. Coordinator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
313 343-2447
313 343-5667 (Fax)*

*Director-Michigan Association of Municipal Clerks (MAMC)
Chair - MAMC Membership/CMMC Program
Member - MAMC Legislative Committee*

*101-305-851.000
Radio Maintenance - Public Safety*

22 November 2011

10A

RECEIVED

NOV 28 2016

CITY OF GROSSE POINTE WOODS

Dear City Council Members
Grosse Pointe North Parents Club
is holding an auction on Saturday,
February 11, 2017 to raise money
to bring the high school's library
into the 21st century.

Could you please fill out this
paperwork and return it to me
in the enclosed envelope?

The GPN Parents Club is a 501(c)(3)
organization and our tax ID
is 38-2113476.

Please call me if you have any
questions.

Gretchen Schock
Treasurer, GPNPC

P.S. Please forgive this informal
stationary.

P.P.S. Please join us at the auction
on February 11th!

~~10~~

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 06 2008

GROSSE POINTE NORTH HIGH SCHOOL
PARENTS CLUB
707 VERNIER RD
GROSSE POINTE WOODS, MI 48236

Employer Identification Number:
38-2113476

DLN:
17053240343008

Contact Person:
KIM NGUYEN

ID# 31525

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31

Public Charity Status:
509(a)(2)

Form 990 Required:
Yes

Effective Date of Exemption:
July 21, 1973

Contribution Deductibility:
Yes

Addendum Applies:
No

RECEIVED
DEC 08 2016
GROSSE POINTE WOODS

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.


Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

GROSSE POINTE NORTH HIGH SCHOOL

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in dark ink, appearing to read "Robert Choi". The signature is fluid and cursive, with the first name "Robert" and last name "Choi" clearly distinguishable.

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(II))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Grasse Pointe North Parents Club of Grasse Pointe Woods,
NAME OF ORGANIZATION CITY

county of Wayne, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.
BSL-CG-1153(R6/09)

10B

MEMO 16 - 52

RECEIVED
DEC - 2 2016
CITY OF GROSSE POINTE WOODS

TO: Bruce Smith, City Administrator
FROM: Frank Schulte, Director of Public Services .FS.
DATE: November 30, 2016
SUBJECT: Wayne County Annual Permit Community Resolutions

Each year Wayne County issues the City of Grosse Pointe Woods an Annual Maintenance Permit to Construct, Operate, Use and/or Maintain – To Occupy the Right-of-Way of County Roads. The County also requires an Annual Pavement Restoration Permit and an Annual Permit for Special Events. As in prior years, the Model Community Resolutions and copies of the city's certificate of insurance must accompany the approved permits. The cover letter indicates updates in insurance requirements; however, we confirmed with the Wayne County Permit Coordinator there are no changes from 2016 to 2017. City Attorney Chip Berschback has reviewed the November 5, 2016 letters and the proposed permits and has compared them to last year's documents. Mr. Berschback recommends that the Council authorize the signing of the permits.

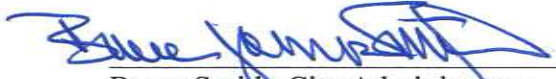
I recommend the City Council adopt the Model Community Resolutions authorizing execution of the annual maintenance permit, the annual pavement restoration permit, and the annual permit for special events, authorize the Director of Public Services to sign the permits, and authorize the City Clerk to forward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

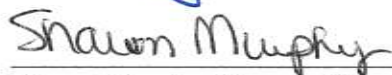
If you have any questions concerning this matter please contact me.

Attachments

c.c. Shawn Murphy
O/F

Recommended for Approval as Submitted:



Bruce Smith, City Administrator


Shawn Murphy, Deputy Comptroller

12/1/2016

Date
12-2-2016

Date

Council Approval Required



Warren C. Evans
County Executive

November 11, 2016

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

RE: Annual Maintenance Permit - A-17054

Attention: ~~Joseph Ahee~~ FRANK SCHULTE

Enclosed is your Wayne County Annual Maintenance Permit package. The Annual Permit authorizes a municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:

1. Sanitary sewer inspection, repair and routine maintenance.
2. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter).
3. Application of dust palliatives.
4. Repair and replacement of existing sidewalks.

Note: A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs:

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

1. *Scope of Work and Conditions for Municipal Maintenance Permits*
2. *General Conditions and Limitations of Permits*
3. *Indemnity and Insurance Attachment*
4. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

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

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

As a condition of the annual permit, the County requires that your governing body pass a blanket resolution of approval which

- a) agrees to fulfill all permit obligations and conditions
- b) to the extent allowed by law, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

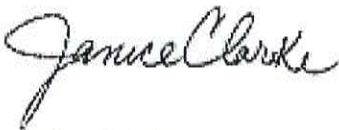
Wayne County Department of Public Services
Permit Office
Attn: Ms. Janice Clarke
33809 Michigan Avenue
Wayne MI 48184

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

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

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Janice Clarke
Permit Coordinator

C: file

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

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES	
<div> <div>JOSEPH AHEE</div> <div>FRANK SCHULTE</div> <div>PERMIT HOLDER / AUTHORIZED AGENT</div> </div> <div>DATE</div>	<div>PREPARED BY</div>
<div> <div><BLANK></div> <div>CONTRACTOR / AUTHORIZED AGENT</div> </div> <div>DATE</div>	<div> <div>VALIDATED BY</div> <div>Mr. Ali Aljawad</div> </div> <div>DATE</div>



Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Wayne County Department of Public Services
Engineering Division – Permit Office
Scope of Work and Conditions Attachment
For Annual Municipal Maintenance Permits**

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

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

Sanitary Sewers

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

Water Main and installation of 2" pipe

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

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

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

Dust Palliative Applications

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

Sidewalk

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

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

Street Sweeping

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

Permit Conditions

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



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

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

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

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

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

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

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

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

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

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

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

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

Resolution No. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name

Title

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



Warren C. Evans
County Executive

November 5, 2016

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

RE: Annual Pavement Restoration Permit - A-17109

Attention: ~~Joseph Ahee~~ Frank Schulte

Enclosed is your Wayne County Annual Pavement Restoration Permit package. The Annual Permit authorizes your company to occupy Wayne County road rights-of-way for the purpose of pavement repair and restoration.

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

1. *General Conditions and Limitations of Permits*
2. *Indemnity and Insurance Attachment*
3. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

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

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

In particular, refer to Section 6, "Restoration" and Section 7, "Maintaining Traffic and Traffic Control Devices" for specific rules and specifications regarding pavement restoration work. Additionally, refer to Wayne County Standards of Permit Construction, numbered: PR-1, PR-2, PR-3, PR-4 and PR-5 for detailed specifications on pavement repair and patching. These standards are also available online at the above web address.

As an additional condition of this annual permit, the Permit Holder agrees to provide at least 72 hours prior notice before starting any construction. Each notice shall be sent to the Permit Office at the address shown below and shall include the location and date of the proposed work along with a detailed set of construction plans.

For each restoration project, plan review and inspection costs, including overtime, supervision, materials testing and emergency work (if required) will be billed to the Permit Holder on a monthly basis.

Please return the original permit, signed and dated by an authorized signatory, confirming that the signer's name is typed below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office**

**Attn: Ms. Janice Clarke
33809 Michigan Avenue
Wayne MI 48184**

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

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Janice Clarke
Permit Coordinator

C: file

Attachments: Annual Permit
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution

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



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

PERMIT No. A-17109	
ISSUE DATE 1/1/2017	EXPIRES 12/31/2017
REVIEW No.	WORK ORDER 79349

PROJECT NAME
GROSSE POINTE WOODS - PAVEMENT RESTORATION

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

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

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES.
[HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT.

FINANCIAL SUMMARY PERMIT FEE \$0.00 PLAN REVIEW FEE..... \$0.00 PARK FEE..... \$0.00 OTHER FEE..... \$0.00 BOND..... \$0.00 INSPECTION DEPOSIT..... \$0.00 OTHER BOND \$0.00 TOTAL COSTS \$0.00	DEPOSITOR LETTER OF CREDIT DEPOSITO	APPROVED PLANS PREPARED BY <table border="1"> <tr> <td>PLANS APPROVED BY</td> <td>DATE PLANS APPROVED</td> </tr> <tr> <td></td> <td align="center">1/1/2017</td> </tr> </table> REQUIRED ATTACHMENTS GENERAL CONDITIONS INDEMNITY AND INSURANCE ATTACHMENT RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/dps_engineering_cpoffice.htm	PLANS APPROVED BY	DATE PLANS APPROVED		1/1/2017
PLANS APPROVED BY	DATE PLANS APPROVED					
	1/1/2017					
TOTAL CHECK AMOUNT \$0.00 CASHIER DATE 1/1/2017		(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)				

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

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JOSEPH-AHEE FRANK SCHULTE PERMIT HOLDER / AUTHORIZED AGENT	DATE	PREPARED BY
<BLANK> CONTRACTOR / AUTHORIZED AGENT	DATE	VALIDATED BY Mr. Ali Aljawad DATE



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

Conditions & Limitations of Permits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Resolution No. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name

Title

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



Warren C. Evans
County Executive

November 5, 2016

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

RE: Annual Permit for Special Events - A-17142

Attention: ~~Joseph Ahee~~ Frank Schulte

Enclosed is your Wayne County Annual Permit for Special Events package. This annual permit grants preliminary authorization to a municipality to

- a) temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
- b) to use a county road as a detour for traffic around such activity taking place on a non-county road.
- c) place a temporary banner within the County right-of-way;

In addition to the annual permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *Annual Special Events Attachment for Municipalities*
2. *Banner Attachment for Municipalities*
3. *General Conditions and Limitations of Permits*
4. *Model Community Resolution*

As a condition of the annual permit, the County requires that a governing body pass a blanket resolution, effective for all permitted road closures for special events and installation of banners planned throughout the year which

- a) agrees to fulfill all permit obligations and conditions for the current year
- b) to the extent allowed by law, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity.
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf

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

For additional information on the Annual Permit for Special Events (Road Closure/Detour and Banner Placement), please refer to Rule 11.4 published in the Wayne County, Rules, Specifications & Procedures for Construction Permits.

This publication may be downloaded at

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

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Janice Clarke
33809 Michigan Avenue
Wayne MI 48184**

Once received, an executed copy will be returned to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Janice Clarke
Permit Coordinator

C: file

Attachments:

*Annual Permit
Annual Special Events Attachment for Municipalities
Banner Attachment for Municipalities
General Conditions and Limitations of Permits
Model Community Resolution*

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



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

PERMIT No. A-17142	
ISSUE DATE 1/1/2017	EXPIRES 12/31/2017
REVIEW No.	WORK ORDER

PROJECT NAME
GROSSE POINTE WOODS - SPECIAL EVENTS

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

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

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

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

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

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

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

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

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

FINANCIAL SUMMARY PERMIT FEE \$0.00 PLAN REVIEW FEE..... \$0.00 PARK FEE..... \$0.00 OTHER FEE..... \$0.00 BOND..... \$0.00 INSPECTION DEPOSIT..... \$0.00 OTHER BOND \$0.00 TOTAL COSTS \$0.00 TOTAL CHECK AMOUNT \$0.00	DEPOSITOR LETTER OF CREDIT DEPOSITO	APPROVED PLANS PREPARED BY PLANS APPROVED BY DATE PLANS APPROVED 1/1/2017 REQUIRED ATTACHMENTS GENERAL CONDITIONS ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES SAMPLE COMMUNITY RESOLUTION RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/dps_engineering_cpoffice.htm
CASHIER DATE 1/1/2017	(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)	

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

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JOSEPH-AHEE FRANK SCHULTE PERMIT HOLDER / AUTHORIZED AGENT	DATE	PREPARED BY
<BLANK> CONTRACTOR / AUTHORIZED AGENT	DATE	VALIDATED BY Mr. Ali Aljawad DATE



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

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

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

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

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

The written request shall be sent to the following offices:

Wayne County Permit Office
33809 Michigan Ave
Wayne MI 48184

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

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

Permit Conditions:

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



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

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

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

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

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

Design & Placement Requirements

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

Permit Conditions

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

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



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

Conditions & Limitations of Permits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Resolution No. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name	Title
_____	_____
_____	_____

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



CHARLES T. BERSCHBACK

ATTORNEY AT LAW
24053 EAST JEFFERSON AVENUE
ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400
FAX (586) 777-0430
blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK
OF COUNSEL

November 29, 2016

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

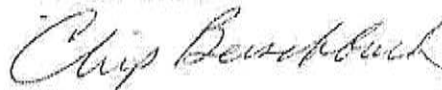
RE. Amendment to Fence Ordinance / First Reading

Dear Mayor and Council:

I have enclosed the amendment discussed at a recent COW meeting. The amendment would delete any reference to allowing six foot fences on either the rear yard or side yard with the adjacent property owner's consent. In effect, any request for a six foot fence would require a variance request.

It would be the prerogative of Council to schedule this ordinance for a second reading. Should you have any questions please call.

Very truly yours,


CHIP BERSCHBACK

CTB:gmr

Enclosure

cc: Bruce Smith
Lisa Hathaway
Gene Tutag

ORDINANCE # _____

**ORDINANCE TO AMEND CHAPTER 8
BUILDINGS AND BUILDING REGULATIONS,
ARTICLE IX FENCES, SEC. 8-284(1) AND (2)
TO DELETE REFERENCES ALLOWING SIX FEET
FENCES IN THE REAR AND SIDE YARDS WITH THE
ADJACENT PROPERTY OWNER'S CONSENT**

THE CITY OF GROSSE POINTE WOODS ORDAINS:

Sec. 8-284. - Exceptions to this article.

(a) Exceptions. Notwithstanding anything to the contrary provided in this article, exceptions from the provisions of this article shall be made under the following circumstances:

~~(1) — Rear fences. Rear yard fences may be constructed to a maximum height of six feet from the property grade line with the adjacent property owners' consent. Consent from the adjacent property owners must be submitted to the building department in writing with the permit application. If a rear yard is directly parallel to a public street and not a residential lot, property owners are then the city, and consent from the city administrator is required.~~

~~(2) — Side yard fences. Side yard fences may be constructed to a maximum height of six feet from the property grade line with the adjacent property owners' consent. Consent from the adjacent property owners must be submitted to the building department in writing with the permit application. If a side yard is directly parallel to a public street and not a residential lot, property owners are then the city, and consent from the city administrator is required.~~

~~(3)~~(1) Solid fences. Notwithstanding the general requirements found in subsection 8-279(1), solid fences are permitted under the following circumstances:

- a. For that portion of a fence that faces a street on a corner lot;
- b. When a fence faces an alley.

~~(4)~~(2) Special circumstances. Applications meeting the requirements of this article and subsections (a)(1), (2) or (3) above do not require a public hearing, and shall be approved by the building inspector if the application otherwise meets the requirements of this chapter. All other exceptions from the provisions of this article require a public hearing and approval from the city council. The council may consider any or all of the following, along with other information:

- a. Balancing the relative hardships between the property owner and adjacent property owners;
- b. Whether special circumstances or conditions exist;

- c. Whether pedestrian or vehicular vision will be affected;
- d. The general health, safety and welfare of the neighborhood.

(b) Public hearing. Any applicant seeking a hearing under the provisions of this article shall pay to the city a hearing notice fee set by council resolution for the scheduling of such hearing. Payment shall be made at the time the application is made for a hearing. The public hearing fee may be modified by a resolution of the city council as adopted from time to time. The city shall mail notice of the hearing to adjacent property owners at least seven days prior to the hearing date.

(Code 1997, § 10-331; Ord. No. 748, § 1, 6-19-2000; Ord. No. 865, 9-21-2015)

Fences were discussed next. The Mayor stated that according to the current ordinance regarding fences, an applicant must obtain adjoining property owner's signature(s) (identifying approval of a request) before a permit can be issued for a 6' fence. If an adjoining neighbor does not sign off, identifying opposition to the request, a rear yard fence cannot be installed and a variance is required. The Mayor stated he is opposed to this. Various styles of fences, including solid fences, were also discussed.

There was a majority consensus of the Committee to:

- Not allow approval of solid 6' fences in the rear yard even when adjoining neighbors consent with a signature(s); a variance will be required;
- Allow a 6' solid fence, or something less, on an alley or corner property only.

The City Attorney will make the above stated changes, and at a later date to provide stylistic changes.

RECEIVED

DEC 15 2016

GROSSE POINTE WOODS

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

21316 Mack Ave

Grosse Pointe Woods, Michigan 48236

(313) 882-3500

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Scott Chambers

being duly sworn deposes and says that attached adve

City of Grosse Pointe Woods

was duly published in accordance with instructions, in
the following date:

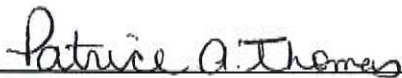
December 15, 2016

#1 GPW 12-15 AMEND B AND B-REG FENCES

and knows well the facts stated herein, and that he is the Publisher of said newspaper.



Subscribed and sworn to before me this 15th day of December A.D., 2016



PATRICE A THOMAS
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jun 21, 2020
ACTING IN COUNTY OF *Wayne*

Notary Public

City of ~~Grosse Pointe Woods~~, Michigan

NOTICE IS HEREBY GIVEN that the City Council will be considering the following proposed ordinance for a second reading at its meeting scheduled for Monday, December 19, 2016, at 7:30 p.m. in the Council Room of the Municipal Building. The proposed ordinance is available for public inspection at the Municipal Building, 20025 Mack Plaza, between 8:30 a.m. and 5:00 p.m., Monday through Friday. The Council meeting is open to the public. All interested persons are invited to attend.

An Ordinance to Amend Chapter 8 Buildings and Building Regulations, Article IX Fences, Sec. 8-284(1) and (2) to Delete References Allowing Six Feet Fences in the Rear and Side Yards with the Adjacent Property Owner's Consent.

Lisa Kay Hathaway
City Clerk

G.P.N.: 12/15/2016

KELLER THOMA
A PROFESSIONAL CORPORATION

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

RECEIVED

DEC -7 2016

CITY OF GROSSE PTE. WOODS

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

Attention: City Administrator

December 01, 2016

Client: 000896

Matter: 000000

Invoice #: 110913

REGARDING: GENERAL MATTERS

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

TOTAL

\$372.15

Bruce J. Smith 12/05/16

RECEIVED

DEC 05 2016

CITY OF GROSSE PTE. WOODS

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A PROFESSIONAL CORPORATION

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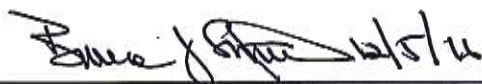
CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

December 01, 2016
Client: 000896
Matter: 000000
Invoice #: 110913

Attention: City Administrator

Page: 1

RE: GENERAL MATTERS

 12/5/16

For Professional Services Rendered through November 30, 2016

DATE	ATTY	DESCRIPTION	HOURS
11/7/2016	RWF	Telephone call to Mr. Smith regarding pending employee matter.	0.25
11/8/2016	RWF	Telephone call to Mr. McMahon regarding POAM Patrol collective bargaining agreement; attention to preparation of correspondence to Mr. McMahon regarding same.	0.50
11/9/2016	RWF	Telephone call from Ms. Hathaway regarding pending employee matter; telephone call to Mr. Smith regarding same.	1.50
Total Services			\$371.25

ATTORNEY	HOURS	RATE	AMOUNT
RWF R. W. FANNING, JR.	2.25	\$165.00	\$371.25

DISBURSEMENTS

11/8/2016	Telephone	\$0.90
Total Disbursements		\$0.90

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

December 01, 2016

Client: 000896

Matter: 000000

Invoice #: 110913

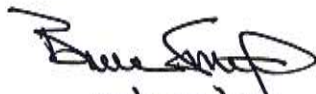
Attention: City Administrator

Page: 2

RE: GENERAL MATTERS

Total Amount Due

\$372.15


12/05/16

KELLEN THOMA
A PROFESSIONAL CORPORATION

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

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Attention: City Administrator

December 01, 2016

Client: 000896

Matter: 000003

Invoice #: 111095

Page: 1

RE: GENERAL LABOR MATTER

 12/7/16

For Professional Services Rendered through November 30, 2016

DATE	ATTY	DESCRIPTION	HOURS
11/29/2016	TLF	Telephone call from Bruce Smith regarding workers' compensation benefits and job offer; research regarding police officer's wage earning capacity.	0.50

Total Services	\$82.50
----------------	---------

ATTORNEY	HOURS	RATE	AMOUNT
TLF THOMAS L. FLEURY	0.50	\$165.00	\$82.50

Total Amount Due:

\$82.50

**KELLER THOMA ASSOCIATES
A PROFESSIONAL CORPORATION**

**COUNSELORS AT LAW
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FEDERAL I.D. 38-1996878**CITY OF GROSSE POINTE WOODS****20025 Mack Plaza****Grosse Pointe Woods, MI 48236****Attention: City Administrator****December 01, 2016****Client: 000896****Matter: 000003****Invoice #: 111095**

REGARDING: GENERAL LABOR MATTER

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

TOTAL	\$82.50
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22 November 2016

RECEIVED

104

NOV 28 2016

Dear City Council Members CITY OF GROSSE POINTE WOODS
Grosse Pointe North Parents

is holding an auction on Saturday, February 11, 2017 to raise money to bring the high school's library into the 21st century.

Could you please fill out this paperwork and return it to me in the enclosed envelope?

The GPN Parents Club is a 501(c)(3) organization and our tax ID is 38-2113476.

Please call me if you have any questions.

Gretchen Schack
Treasurer, GPNPC

P.S. Please forgive this informal stationery.

P.P.S. Please join us at the auction on February 11th!