

**CITY OF GROSSE POINTE WOODS**  
**20025 Mack Plaza**  
**Regular City Council Meeting Agenda**  
**Monday, April 28, 2014**  
**7:30 p.m.**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA
6. MINUTES
  - A. Council 04/07/14
  - B. Committee-of-the-Whole 04/07/14 and 04/14/14, w/recommendations:
    1. FY 2015/16 Auditing Services
  - C. Planning Commission 03/25/14, w/recommendation
    1. 2013 Annual Report
  - D. Compensation & Evaluation Committee 03/24/14 and 04/14/14, with recommendations:
    1. Employment Contracts – Appointed Officials
  - E. Fireworks Committee 04/16/14, w/recommendation:
    1. 2014 Pyrotechnics
      - a. Melrose Agreement
  - F. Beautification Commission 02/12/14
7. COMMUNICATIONS
  - A. Application for Permit/License – Solicitor
    1. Application: Edward Jones
  - B. Conference: Michigan Association of Municipal Clerks
    1. Memo 04/23/14 - City Clerk
  - C. Recreation Sponsorship – St. John Providence
    1. Memo 04/14/14 w/attachment – Director of Public Services/Recreation Supervisor
  - D. Monthly Financial Report – March 2014
8. BIDS/PROPOSALS/  
CONTRACTS
  - A. Contract: Wide-Open-West
    1. Memo 04/23/14 – Information Technology Manager
    2. Quote 04/11/14
    3. WOW! Business Service Order 04/15/14 – Internet/Static IP/Ethernet
      - a. WOW! Business Customer Agreement
      - b. WOW! Letter of Agency
    4. WOW! Business Service Order 04/15/14 – Ethernet Lake Front Park
      - a. WOW! Business Customer Agreement

- b. WOW! Letter of Agency
    - 5. WOW! Business Service Order 04/15/14 – Ethernet DPW
      - a. WOW! Business Customer Agreement
      - b. WOW! Letter of Agency
  - 9. PROCLAMATIONS
    - A. National Public Works Week
    - B. Municipal Clerks Week
    - C. Child Abuse Prevention Month
  - 10. RESOLUTION
    - A. Competitive Grant Assistance Program – 911 Dispatch Center/Joint Lockup Facility
      - 1. Memo 04/11/14 – City Administrator
      - 2. Letter 04/01/14 – State of Michigan – Dept. of Treasury
      - 3. Proposed Resolution
  - 11. CLAIMS/ACCOUNTS
    - A. Labor Attorney
      - 1. Statement 04/01/14 – Keller Thoma
  - 12. NEW BUSINESS/PUBLIC COMMENT
  - 13. CLOSED EXECUTIVE SESSION TO DISCUSS LABOR NEGOTIATIONS
  - 14. ADJOURNMENT

**Lisa Kay Hathaway, MMC**  
**City Clerk**

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

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

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, APRIL 7, 2014, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:32 p.m. by Mayor Novitke.

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

Also Present: City Administrator Fincham  
City Attorney Berschback  
Treasurer/Comptroller Irby  
City Clerk Hathaway  
Director of Public Works Ahee

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

The following Commission members were in attendance:

Grant Gilezan, Planning Commission  
George McMullen, Board of Review/Local Officers  
Joyce Cook, Beautification Commission

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

Motion carried by the following vote:

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

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

1. City Council Minutes dated 03/17/14.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Shetler, regarding **Road Improvement Program Bonding Proposition**, that the City Council concur with the recommendation of the Committee-of-the-Whole at their meeting on March 17, 2014, and approve the language as presented for road improvement bonding in the amount of \$10 million for ten years, and to place the proposal on the 2014 August Primary Election ballot, as follows:

Road Improvement Program Bonding Proposition

Shall the City of Grosse Pointe Woods, County of Wayne, Michigan, borrow the principal sum of not to exceed Ten Million Dollars (\$10,000,000), payable in not to exceed ten (10) years from the date of issue, and issue its unlimited tax general obligation bonds, in one or more series, to pay the cost of acquiring and constructing road improvements in the City together with curb and gutter improvements and all related costs? The *estimated* millage to be levied in 2015 is 0.3555 mills (\$0.36 per \$1,000 of taxable value) and the estimated simple average annual millage rate required to retire the bonds is 1.3612 mills (\$1.36 per \$1,000 of taxable value).

Administration and the Public Relations Committee was asked to prepare suitable information explaining the need for the Road Improvement Bond.

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. Committee-of-the-Whole Minutes dated 03/17/14 and 03/31/14.



Motion carried by the following vote:

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

Motion by McConaghy, seconded by Shetler, regarding **Edsel & Eleanor Ford House Agreement**, that the City Council approve entry through Lake Front Park main entrance by Ford House employees on the dates specified.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Ketels, regarding **2013 Department of Public Works Annual Report**, that the City Council receive and place this report on file.

Administration was asked to send a MailChimp out to subscribers containing a link to the City's website leading to this report.

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 **Parade Application: Grosse Pointe Woods/Shores Little League Parade**, that the City Council approve the request to hold the annual Woods/Shores Little League Parade on Sunday, May 4, 2014, from 12:45-1:30 p.m.

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 **proposed General Fund Budget Summary FY 2014/15**, that the City Council receive and place on file the 2014/15 Proposed Budget Summary.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Bryant, regarding **contract: 2014/15 City Grass and Weed Abatement Services**, that the City Council approve a contract with Nu Appearance Landscaping to provide grass and weed abatement services (landscaping) for 2014-16.

Motion carried by the following vote:

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

Motion by Ketels, seconded by Shetler, regarding **contract: Rubbish Bags**, that the City Council award a contract to Dyna Pak Corp to supply rubbish bags at a cost of \$8.34 per 50 bag sleeve from July 1, 2014, through June 30, 2015, funds to be taken from account 598-787-757.000 in an amount not to exceed \$42,000.00, contingent upon approval in the 2014/15 budget.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Bryant, regarding **contract: Municipal Building Janitorial Services**, that the City Council award a contract to Triple F Commercial Cleaning Services in an amount not to exceed \$12,996.00 to perform janitorial services for the municipal building, funds to be taken from Account No. 101-444-818.000 contingent upon approval in the 2014/15 budget.

Motion by Shetler, seconded by Bryant, to amend the previous motion by adding, "and 2015/16 budget."

Motion carried by the following vote:

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

Motion by Koester, seconded by Shetler, regarding **purchase: 2014/15 Road Salt/Funds Transfer**, that the City Council approve a contract with Detroit Salt Company to provide an additional 294 tons of road salt at a cost of \$38.26 per ton in an amount not to exceed \$11,500.00, an amount of \$1,562.00 to be paid from the remaining FY 2013/14 Account No. 202-478-757.000; and that Council authorize a transfer in the amount of \$10,000.00 from the General Fund fund balance into Account Nos. 202-478-757.000 (\$2,500) and 203-478-757.000 (\$7,500).

Motion carried by the following vote:

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

Motion by Granger, seconded by Shetler, regarding **budget fund transfers – municipal building**, that the City Council authorize the following transfer of funds:

1. From 101-780-818.000 - \$2,750.00 into Account No. 101-444-757.000;
2. From 101-780-822.000 - \$2,000.00 into Account No. 101-444-757.000;
3. From 101-465-818.000 - \$7,000.00 into Account No. 101-444-757.000;
4. From 202-478-818.000 - \$7,500.00 into Account No. 202-463-757.000.

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 **contract: pool opening – Lake Front Park**, that the City Council approve a contract with B&B Pools to open the pool in an amount not to exceed \$7,250.00, to be paid from Pool Maintenance Contractual Services account 101-774-818.103.

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 **contract: sewer line root control**, that the City Council award a contract to Duke's Sales & Service, Inc. in an amount not to exceed \$9,817.83, to be taken from account 592-537-975.011.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Shetler, regarding **Proclamations**, that the City Council voice no objection to issuance of the following Mayoral proclamations:

1. Arbor Day;
2. Days of Remembrance.

Motion carried by the following vote:

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

Council Member Koester requested to abstain from voting on the City Attorney statements.

Motion by Bryant, seconded by Ketels, that Council Member Koester be allowed to abstain from voting on payment of the City Attorney statements.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Shetler, regarding **City Attorney**, that the City Council approve the following statement dated March 28, 2014:

1. City Attorney Don R. Berschback - \$2,790.00;
2. City Attorney Charles T. Berschback - \$6,265.00.

Motion carried by the following vote:

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

Hearing no objections, the following item was heard under New Business:

- Council Member McConaghy stated the Nu Appearance Landscape - certificate of liability insurance needs to include listing Grosse Pointe Woods as an additional insured. Administration is to forward the revised insurance certificate to the City Attorney for final approval.

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

Respectfully submitted,

Lisa Kay Hathaway  
City Clerk



MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, APRIL 7, 2014, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke  
Council Members Bryant, Granger, Ketels, Koester, McConaghy, Shetler  
ABSENT: None

ALSO PRESENT: City Administrator Fincham  
Treasurer/Comptroller Irby  
City Attorney Don Berschback  
City Clerk Hathaway  
City Assessor Vandemergel

Mayor Novitke called the meeting to order at 8:02 p.m.

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

Motion carried by the following vote:

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

Motion by Bryant, seconded by Ketels, that the Committee recess the regularly scheduled Committee-of-the-Whole meeting at 8:03 p.m. and convene in Closed Executive Session for the purpose of discussing pending litigation at which time the Committee may or may not reconvene in regular session to address additional items as necessary, in accordance with the Open Meetings Act 1976 PA 267.

Motion carried by the following ROLL CALL vote:

Novitke Yes  
Shetler Yes  
Bryant Yes  
Granger Yes  
Ketels Yes  
Koester Yes  
McConaghy Yes

The regular Committee meeting reconvened at 8:13 p.m.

The next item discussed was the **proposed 2014/15 Budget**. The Treasurer/Comptroller provided an overview of her memo dated April 1, 2014, stating the following:

- SEV is 681,439,327.
- Total budget is \$30.9 million, which includes \$1.6 million inter-fund transfers resulting is \$29.3 million actual budget.
- The General Fund is \$12,425,624.
- Taxable value is 618,400,000; 1 mill = \$618,400.
- Total amount of Headlee Millage is 14.0492.

She also stated that not included in calculating the proposed budget is the possible increase in the minimum wage. Included in the calculations were funds for leasing vehicles, which were spread across applicable departments. Increases in revenue were attributable to the taxable value increase of 2.9% over prior years, 1.07% is the cost of living adjustment, and 1.2% increase came from new development/construction. General fund budget projections were also discussed.

The Mayor stated the Finance Committee's recommendation is basically to maintain the status quo, but add some capital purchases. He further stated the Committee is counting on the Road Bond being approved, and there is an intent to continue maintaining a strong sense of community.

All tabs of the budget book were then reviewed. The Treasurer/Comptroller stated a change in the budget presentation is that all benefits have now been included in each department, rather than reporting in an individual section.

The Chair declared a recess at 9:08 p.m., and reconvened at 9:11 p.m.

The Treasurer/Comptroller stated the Grosse Pointe Drain millage rate is projected to decrease to 3.0859, 1.4 mills less than the 2013 winter rate; and summer will be 16.1314, for a total of 19.2173. 2.0251 mills are for solid waste and .08 mills for public relations, both included in summer taxes but not part of Headlee restrictions.

Administration was asked to have Jim Rabine present at the next Committee-of-the-Whole meeting to provide an opinion regarding whether the City should consider regionalizing water. At the suggestion of the Treasurer/Comptroller, she was asked to create a line item for winter boat storage, removing it from dock fees. While preparing for the 2014/15 budget, funds were not transferred into worker's compensation fund due to sufficient reserves. In the Motor Vehicle Fund, the transfer from ambulance fund (\$20,000) will be changed to a transfer from prior years reserves, which will become \$270,000.

Motion by Granger, seconded by Shetler that the Committee-of-the-Whole recommend to City Council that the Proposed 2014/15 Budget be approved as presented and discussed.

The Treasurer/Comptroller reminded the Committee that water rates will be discussed at the Committee-of-the-Whole on April 14, 2014, and suggested that she is awaiting

information from the County that could require revising numbers, and that the Committee may wish to wait until the next meeting to make a recommendation.

Council Member Granger withdrew her motion.

The next Committee-of-the-Whole Meeting is set for April 14, 2014, when Jim Rabine will be present to discuss water rates, and the Proposed 2014/15 budget will be discussed further.

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

Respectfully submitted,

Lisa Kay Hathaway  
City Clerk



MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, APRIL 14, 2014, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

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

ABSENT: None

ALSO PRESENT: City Administrator Fincham  
Comptroller/Treasurer Irby  
City Clerk Hathaway  
Director of Public Services Ahee  
City Engineer Lockwood

Also present was Mark Hurst, Plante & Moran, and Jim Rabine, Anderson, Eckstein & Westrick.

Mayor Novitke called the meeting to order at 7:33 p.m.

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

Motion carried by the following vote:

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

Next item was regarding **Plante & Moran Auditing Services**. Mr. Hurst provided an overview of his letter dated April 4, 2014. He stated the current Agreement for auditing services will expire after the June 30, 2014, audit and is proposing extending the Agreement for the Fiscal Years 2015 and 2016. Services will include implementation of GASB 67 for this year, and GASB 68 for 2015. Proper implementation of the two GASB's are critical to the CAFR. Mr. Hurst presented the following two pricing options:

1. Extend the standard audit fees by 2% each year for Fiscal 2015 and 2016 (\$2,020 for two years) plus an amount not to exceed \$3,000 annually (\$6,000 for two years); or,
2. Complete the Fiscal 2014 audit under the current Agreement plus the GASB 67 and GASB68 consulting time to date ranging from \$6-\$10,000.

The Treasurer/Comptroller recommended approval of Option 1 - 2%/\$2,020, plus an amount not to exceed \$3,000 annually (\$6,000). The City Administrator concurred.

Motion by Bryant, seconded by Shetler, regarding Plante & Moran auditing services, that the Committee-of-the-Whole recommend to City Council to extend the contract with

Plante & Moran to perform auditing services for the Fiscal Years 2015 and 2016 with a 2% increase and an amount not to exceed \$3,000.00 annually.

Motion carried by the following vote:

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

Motion by Granger, seconded by Ketels, to remove Plante & Moran auditing services from the Committee-of-the-Whole.

Motion carried by the following vote:

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

The item discussed at tonight's meeting was concerning the **DWSD FY 2014/15 Water and Sewage Rates and charges**. Jim Rabine, Anderson, Eckstein & Westrick, was in attendance to provide an overview and addressed regionalization and Detroit's Emergency Manager's ideas for addressing water issues. Mr. Rabine stated he would like to see regionalization and buy equity in the system because the concept makes sense, but with that should be some of the ownership.

Detroit system waste water increase is approximately 4% (between 3.9-4.1%) with billing at 1/12 yearly cost. There are fixed costs on the sewer side. Waste water increases for Northeast Sanitary Sewer (NESS) are 7.29%, and this increase has to be passed on to water customers. Last year's increase was 4.9%.

The Treasurer/Comptroller presented three water and sewer rate scenarios. The Treasurer/Comptroller and Engineer Rabine are recommending Scenario 3 to maintain consistent rates. The water and sewer increase for 2014/15 is 4.93% with \$170,000 to be taken from reserves. Proposed rates for water and sewer effective July 1, 2014 usage charge will go from \$4.15 to \$4.52 per unit. The flat fees will remain the same. There was a consensus of the Committee to maintain consistent rates.

The Treasurer/Comptroller stated that the fixed monthly charge for only water was \$52,481 last year, and will be \$53,795 this year; commodity charge last year was \$4.15, and will be \$4.52 this year.

Motion by Ketels, seconded by Shetler, to remove DWSD FY 2014/15 Water and Sewage Rates and charges from the Committee-of-the-Whole.

Motion carried by the following vote:

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

The next item was concerning the **proposed FY 2014/15 Budget**.

Motion by Bryant, seconded by Shetler, that the Committee-of-the-Whole recommend to City Council adoption of the proposed FY 2014/15 budget, including the Water and Sewer Enterprise Fund budget.

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 proposed FY 2014/15 Budget be removed from the Committee-of-the-Whole.

Motion carried by the following vote:

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

No: None

Absent: None

Motion by Ketels, seconded by Shetler, regarding **water/sewer rates**, that the Committee-of-the-Whole recommend the City Council approve the 2014/15 water rates as identified in Scenario 3.

Motion by Ketels, seconded by Shetler, to amend the previous motion by adding, "effective July 1, 2014."

Motion carried by the following vote:

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

No: None

Absent: None

The Chair declared a recess at 8:39 p.m., and reconvened at 8:46 p.m.

The following item was discussed under New Business:

- The City Clerk requested to publish for a full-time Deputy City Clerk to fill the vacancy created by the current Deputy's resignation effective April 25, 2014, in an amount not to exceed the current salary of \$49,200.00. She explained salary would be commensurate with experience ranging from \$46,000.00 (the hiring salary paid approximately seven years ago) to \$49,200.00 (current, budgeted salary). Discussion ensued regarding changing this to a part-time position. The City Clerk distributed a listing of Clerk's Department responsibilities, and staffing history since 2004, which showed current staffing cut in half since 2004. The City Clerk recommended keeping this position full-time due to legal requirements of the department, and in order to maintain quality customer service. There was a consensus of the Committee to fill the full-time vacancy.

- Property liability insurance expires September 30, 2014. Bids were last obtained in 2011. The current provider covers inverse condemnation, which other bidders did not include. The current vendor is willing to reduce by the cost by 3%. The City is currently paying \$109,000.00. Administration is requesting direction whether to seek bids or stay with current vendor. Discussion ensued and additional information was requested: would other companies be interested in bidding, would inverse condemnation be included, can Plante & Moran provide insight as to whether it is a tight or soft market. Administration will return within 30 days with additional information.
- The City Administrator provided additional information regarding the vehicle lease program and electric vehicle (Volt). The Chevy Volt costs \$219.00 per year versus \$2,000.00 in gas for one vehicle. He stated one charging station can be installed at Public Safety to charge two vehicles, and it takes three hours to charge a dead battery at \$.60 per charge to full. The charging system itself costs \$700.00, but is in the process of obtaining a full estimates. The gas engine of the Volt kicks in after 40 miles. The price of vehicle is \$25-28,000.00.

The Treasurer/Comptroller reported the financing interest rate with Comerica is 2.5-2.75%, and the City would own the vehicle(s) at end of the term. Ford Motor was at 6% markup for leasing and could not lease Public Safety equipment. It was confirmed that equipment can be financed through Comerica. The Treasurer/Comptroller recommended financing to own rather than leasing. Administration was asked to provide a proposal for financing.

- City Administrator provided property updates on Caribou, vacated Bank of America, and Briardcliff.
- The Director of Public Services reported pot holes will take about a month and more, but that more snow is projected that has a potential to cause more damage.

Motion by Shetler, seconded by Ketels, that the meeting of the Committee-of-the-Whole be adjourned at 9:38 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway  
City Clerk

Approved by Commission 4/22/14



PLANNING COMMISSION  
3/25/14 – 005

MINUTES OF THE PLANNING COMMISSION OF THE CITY OF GROSSE POINTE WOODS  
HELD ON TUESDAY, MARCH 25, 2014, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL  
BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:34 p.m. by Chair Rozycki.

Roll Call: Chair Rozycki  
Fuller, Gilezan, Harrell, Profeta, Vaughn, Vitale

Absent: Hamborsky, Stapleton

Also Present: Building Official Tutag  
City Clerk Hathaway

Motion by Fuller, seconded by Vitale, that Commission Members Hamborsky and Stapleton  
be excused from tonight's meeting.

MOTION CARRIED by the following vote:

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

Motion by Vitale, seconded by Gilezan, 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: Fuller, Gilezan, Harrell, Profeta, Rozycki, Vaughn, Vitale  
NO: None  
ABSENT: Hamborsky, Stapleton

The Chair recognized Council Member Ketels, who was in attendance at tonight's meeting.

Motion by Profeta, seconded by Vitale, regarding **Approval of Minutes**, that the Planning  
Commission and Workshop minutes dated February 25, 2014, be approved as amended.

PLANNING COMMISSION

3/25/14 – 006

MOTION CARRIED by the following vote:

YES: Fuller, Gilezan, Harrell, Profeta, Rozycki, Vaughn, Vitale

NO: None

ABSENT: Hamborsky, Stapleton

Motion by Fuller, seconded by Vitale, regarding **GPW Planning Commission Annual Report 2013**, that the Planning Commission receive and place on file this annual report as amended and refer said document to the City Council.

Commissioner Profeta requested to abstain from voting on the 2013 Annual Report.

Motion by Vaughn, seconded by Gilezan, that the Planning Commission allow Commissioner Profeta to abstain from voting on the 2013 Annual Report.

MOTION CARRIED by the following vote:

YES: Fuller, Gilezan, Harrell, Rozycki, Vaughn, Vitale

NO: None

ABSENT: Hamborsky, Stapleton

ABSTAIN: Profeta

Motion by Fuller, seconded by Vitale, to amend the original motion by inserting, "Michelle Harrell" into the list of Planning Commissioners on Page 6.

MOTION CARRIED by the following vote:

YES: Fuller, Gilezan, Harrell, Rozycki, Vaughn, Vitale

NO: None

ABSENT: Hamborsky, Stapleton

ABSTAIN: Profeta

Discussion then ensued regarding **Chapter 32, Awnings**. The Building Official provided sample ordinances and an overview, which included allowing three colors contained in the permitted color pallet, allowing only cloth, and vertical stripes with no advertising or logo. The Building Official suggested placing this ordinance amendment on the backburner for further discussion at a future meeting, pending completion of current, large projects.

There was a consensus of the Commission to discuss the matter this evening. Discussion then ensued regarding whether the Planning Commission or the Building Department would review and approve each striped awning request. The Building Official stated that if the Planning Commission becomes the authority, the ordinance would need to contain identifying

PLANNING COMMISSION  
3/25/14 – 007

criteria that would have to be met. Discussion also included the width of stripes and color pallet.

The request by Biggby Coffee to install a striped awning was discussed with concerns voiced that a determination needs to be made on the Petitioner's request soon. The Building Official was asked to review the file and report back to the Planning Commission at a future meeting.

The next item on the agenda was the **Building Official's Monthly Report**. Mr. Tutag reported the following:

- University Liggett Project. Administration met with University Liggett to discuss grading issues and construction matters. This project is on a fast track.
- The Building Official attended a meeting for façade improvements at Bucci Restaurant. This item will be presented to the Planning Commission next month.
- Plans for new single-family homes are forthcoming. There are four: Lochmoor, Sunningdale, Fairway, and Huntington.
- The sale of Briarcliff campus is very close to completion. A meeting is planned with the developer regarding re-development of the site. They are making an adaptive reuse of the existing school building reconstructing it for condominiums. Construction of single-family homes is planned for the open space to the west, which will be similar to those at the end of Perrien Place.
- The Building Official talked to Churchill's about issues with the Robusto's property that they have not been able to overcome.

Commission Member Fuller gave the **March 2014 Council Reports**:

- March 3rd – Council approved the CVS sign variance and asked that the Planning Commission review the ordinance, as this is the third recommendation for approval for this type of variance.
- March 17th – Nothing pertaining to the Planning Commission.

Commission Member Gilezan will attend the Council Meetings in April.

Under **New Business**, the following **Subcommittee Reports** were provided:

**2020 Plan** – The Chair reported on behalf of Member Hamborsky, who stated a May or June Workshop needs to be scheduled to present findings.

**Special Sign** – Nothing to report.

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Under Public Comment:

Commissioner Vaughn discussed a recent medical marijuana article and asked what the City is doing.

Motion by Gilezan, seconded by Vitale, to adjourn the Planning Commission meeting at 8:28 p.m. Passed unanimously.

Respectfully submitted,

Lisa Kay Hathaway  
City Clerk





**GROSSE POINTE WOODS**  
**PLANNING COMMISSION**  
**ANNUAL REPORT**

**2013**

## **GROSSE POINTE WOODS PLANNING COMMISSION REPORT - 2013**

The Planning Commission of the City of Grosse Pointe Woods is governed by the Planning Enabling Act, State of Michigan PA 33 of 2008 and by The Charter and Zoning Ordinance of the City of Grosse Pointe Woods.

Under the Planning Enabling Act, the Commission must provide an annual report to the City Council as the legislative body of the City. The report shall contain information concerning the operations and status of planning activities including recommendations regarding actions by the legislative body related to Planning and Development.

The Planning Commission met monthly during 2013. During that time, the Commission reviewed, discussed and acted on items contained in the following report:

### **2013 Planning Commission Overview**

#### **JANUARY**

- PC Meeting: Election of Chair Evola and Vice-Chair Rozycki (in compliance with The Michigan Planning Enabling Act).

Recommended proposed zoning ordinance amendment to COW for consideration and review: Land Uses & Zoning on Mack Avenue concerning drive-thru facilities.

#### **FEBRUARY**

- PC Subcommittee Meeting 02/09/13: 2020 Plan
- Meeting: Approved Group Membership to MAP (Michigan Association of Planning) - \$625/per year (12 persons).

St. John Hospital received permit from Detroit to build a Permanent Heliport on its west parking deck roof.

Commission Member Richardson resigned from the Planning Commission.

#### **MARCH**

- PC Meeting: New Membership: MAP (Michigan Association of Planning) \$625/per year (12 persons).

## **APRIL**

- PC Subcommittee Meeting 04/13/13: 2020 Plan
- PC Subcommittee Meeting 04/20/13: Special Sign
- PC Meeting: General Business

## **MAY**

- PC Workshop: Presentation by the 2020 Sub-Committee regarding the 2020 Vision Plan.
- PC Meeting: Public Hearing: Amend Zoning, Section 50-1, to define Drive-Thru Facilities and add language excluding Drive-Thru Facilities in the C-Commercial District, Section 50-370(2) and in the C-2 High Intensity District, Section 50-419(1)(f). Approved Resolution recommending City Council adopt the proposed ordinance.

## **JUNE**

- PC Subcommittee Meeting: Special Sign
- PC Meeting: General Business
- City Council: First Reading of Drive-Thru Ordinance
- 

## **JULY**

- PC Subcommittee Meeting: Special Sign
- PC Meeting: General Business
- City Council: Second Reading of Drive-Thru Ordinance

## **AUGUST**

- PC Meeting: Public Hearing: Special Land Use and Site Plan Review to construct a Stealth Wireless Facility in the steeple of the Crosspointe Christian Church. Resolution adopted recommending approval by City Council.

## **SEPTEMBER**

- PC Members attended site visit at 'The Rivers'
- PC Meeting: Public Hearing: Special Land Use and Site Plan Review to Construct a Stealth Wireless Facility at the Milk River Pump Station. Resolution adopted recommending approval by City Council.
- City Council: Public Hearing for Stealth Wireless Facility in the Steeple of Crossepointe Christian Church. Approved.

## **OCTOBER**

- Commission member Vitale attended the My Place Workshop in Detroit.
- PC site visit to 'The Rivers' - 900 Cook Rd.
- PC Meeting: General Business & welcome new PC member James Profeta

## **NOVEMBER**

- PC Meeting: General Business
- CC Meeting: Public Hearing for Stealth Wireless Communications Facility at the Milk River Pump Station. Approved.

## **DECEMBER**

- PC Meeting: Sign Review: CVS Pharmacy Sign application denied as ordinance only allows two signs per building and also limits the size to 12 sq. feet. PC recommended that City Council approve the variance request.

Commission Member/Chair Evola resigned as member of the Planning Commission.

## **SUB-COMMITTEE REPORTS:**

### **2020 Plan:**

The 2020 Plan sub-committee's goal is "to provide fresh, forward thinking, realistic design, zoning and administrative tools that foster and support progressive future development to achieve maximum sustained viability, growth and value within the City of Grosse Pointe Woods. The focus of the sub-committee in 2013 was to develop concept ideas for a comprehensive plan of community minded improvements and features along the primary commercial corridors of Mack Avenue and the section of Vernier west of Mack. The committee plans a series of work session meetings during 2014 culminating in a recommendation report to the full Planning Commission for further potential action to Council.

### **Special Sign:**

The Special Sign subcommittee's goal is to review the City of Grosse Pointe Woods existing sign ordinance with the objective of regulating signage in the commercial districts so that it is consistent with the character of the community. The initial focus of the subcommittee is illuminated signage.

## **BUDGET REPORT:**

Date	Description	Debit	Credit	Balance	% Used
01/17/13	McKenna Assoc., Inc.	\$1,574.25			
01/31/13	Konica Minolta (KIP)	34.07			
02/14/13	Plng & Zoning Center, Inc,	370.00			
05/01/13	Konica Minolta (KIP)	34.07			
06/30/13	Konica Minolta (KIP)	34.07			
	2012/2013 END Fiscal Year			\$2648.02	41%
	2013/14 NEW Fiscal Year		\$5,000.00	\$5,000.00	
10/03/13	MI Place Tool Workshop	70.00		\$4,030.00	
10/17/13	Geisler – Name Plates	17.47		\$3,942.53	

**CONTINUED GOALS & OBJECTIVES:**

- Continue to make improvements to the Zoning Ordinance by reviewing and updating the sign ordinance and parking requirements, and adding provisions dealing with alternative energy facilities.
- Continue to align our efforts with the Mayor, City Council, Local Business Associations, and Realtors to attract new businesses and encourage people to live and work in Grosse Pointe Woods.
- Continue to study mechanisms to promote city development.
- Continue to encourage sustainable development.

The Planning Commission will continue to consult with the City Council, and appropriate Departments or Commissions, when significant projects, policies, and legislative acts provide opportunities to support the Master Plan.

Respectfully submitted by **Planning Commission Members:**



Rich Rozycki, Vice-Chair/Secretary

Michael Fuller

Grant Gilezan

Doug Hamborsky

Michelle Harrell

James Profeta

Tonja Stapleton

Thomas Vaughn

John Vitale

4/22/14  
Date



COMPENSATION AND EVALUATION COMMITTEE  
March 24, 2014

MINUTES OF THE MEETING OF THE COMPENSATION AND EVALUATION COMMITTEE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, March 24, 2014 IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order by Chair Bryant at 7:02 p.m.

ROLL CALL:

PRESENT: Chair: Council Member Arthur Bryant  
Members: Mayor Robert E. Novitke, Council Member: Todd A. McConaghy  
ABSENT: None

ALSO IN ATTENDANCE:

City Administrator Al Fincham

Motion by McConaghy, seconded by Novitke, that all items on tonight's agenda be received, placed on file and taken in order of their appearance.

Motion carried by the following vote:

Yes: Novitke, Bryant, McConaghy  
No: None  
Absent: None

Motion by Novitke, second by McConaghy, to approve the minutes of 03/17/14.

Motion carried by the following vote:

Yes: Novitke, Bryant, McConaghy  
No: None  
Absent: None

Al Fincham chose not to have a closed meeting for his compensation and evaluation session.

A meeting involving an interview with Al Fincham on compensation and evaluation took place.

Motion by McConaghy, seconded by Novitke, that the meeting of the Compensation and Evaluation Committee be adjourned at 7:25 p.m. Passed unanimously.

Respectfully submitted by Arthur W. Bryant

COMPENSATION AND EVALUATION COMMITTEE  
APRIL 14, 2014

MINUTES OF THE MEETING OF THE COMPENSATION AND EVALUATION COMMITTEE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, APRIL 14, 2014 IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order by Chair Bryant at 7:08pm.

ROLL CALL:

PRESENT: Chair: Council Member Arthur Bryant  
Members: Mayor Robert E. Novitke, Council Member Todd A. McConaghy

ABSENT: None

ALSO IN ATTENDANCE: Council Member Rich Shetler

Motion by Novitke, seconded by McConaghy, that all items on tonight's agenda be received, placed on file and taken in order of their appearance.

Motion carried by the following vote:

Yes: Novitke, Bryant, McConaghy  
No: None  
Absent: None

Motion by Novitke, second by McConaghy, to approve the minutes of the 03/24/14 meeting as presented.

Motion carried by the following vote:

Yes: Novitke, Bryant, McConaghy  
No: None  
Absent: None

The meeting involved discussions on final issues of Compensation and Evaluation. Motion by Novitke, second by McConaghy, to recommend to the city council that the employment contracts of the City Administrator, City Treasurer/Comptroller, City Clerk, City Assessor and City Attorney be extended from July 1, 2014 through June 30, 2015, that there not be any increase in compensation or benefits for the appointed officials at this time, and that all contracts are to be made consistent with regard to the words "The city agrees to endeavor (but is not obligated)..." in the section on Dues and Subscriptions and the section on Professional Development.

Motion carried by the following vote:

Yes: Novitke, Bryant, McConaghy  
No: None  
Absent: None

Motion by Novitke, second by McConaghy, to immediately certify the minutes of the meeting.

Motion carried by the following vote:

Yes: Novitke, Bryant, McConaghy  
No: None  
Absent: None



Motion by McConaghy, seconded by Novitke, that the meeting of the Compensation and Evaluation Committee be adjourned at 7:23pm. Passed unanimously.

Respectfully submitted by Arthur W. Bryant



FIREWORKS COMMITTEE  
April 16, 2014

MINUTES OF THE FIREWORKS COMMITTEE OF THE CITY OF GROSSE POINTE WOODS  
HELD ON WEDNESDAY, APRIL 16, 2014, AT THE GROSSE POINTE WOODS –  
CONFERENCE ROOM, 20025 MACK, GROSSE POINTE WOODS, MICHIGAN.

Members Present: Chair Mayor Robert Novitke, Curt Bledsoe, Chris Fenton, Al  
Fincham, Tom Hauff, Richard Shetler Jr.

Members Absent: Gina Carrier, Vicki Granger

Also in attendance: Susan Como (Recording Secretary)

The Chair called the meeting to order at 5:35 p.m.

Motion by Shetler, seconded by Fincham, to excuse Committee Member Vicki Granger and  
Gina Carrier from tonight's meeting.

Motion passed by the following vote:

Yes: Bledsoe, Boettcher, Fenton, Fincham, Hauff, Novitke, Shetler

No: None

Absent: Carrier, Granger

The Chair began the meeting with discussion regarding the three **Pyrotechnics  
Display** bids submitted by *American Fireworks*, *Great Lakes Fireworks* and *Melrose  
Pyrotechnics, Inc.*

Motion by Fincham, seconded by Shetler, regarding the 2014 Pyrotechnics contract that  
the Firework's Committee recommend City Council approve an agreement with *Melrose  
Pyrotechnics, Inc.*, in the amount of \$27,000.00 to provide pyrotechnic services for the  
2014 Grosse Pointe Woods firework's display.

Motion passed by the following vote:

Yes: Bledsoe, Boettcher, Fenton, Fincham, Hauff, Novitke, Shetler

No: None

Absent: Carrier, Granger

The next item discussed was regarding the addition of Committee Members titles to the  
**Stationary**. There was consensus of the Committee to not add titles.

Motion by Bledsoe, seconded by Fenton, to immediately certify the minutes of the April  
16, 2014 firework's meeting.

Motion passed by the following vote:

Yes: Bledsoe, Boettcher, Fenton, Fincham, Hauff, Novitke, Shetler

No: None

Absent: Carrier, Granger

**New Business**

Committee Member Hauff advised the Committee that the Lochmoor Club will pay to have two lights hung on the side of Sunningdale Drive, and the City can utilize their golf carts for the firework's event.

Motion by Fincham, seconded by Fenton, to adjourn meeting at 5:52 p.m. Passed Unanimously.

Respectfully Submitted,

Susan Como  
Recording Secretary

# **MELROSE PYROTECHNICS, INC.**

## **AGREEMENT**

This contract entered into this 1<sup>st</sup> Day of February AD 2014 by and between MELROSE PYROTECHNICS, INC. of Kingsbury, Indiana and City of Grosse Pointe Woods (CUSTOMER) of City Grosse Pointe Woods State Michigan.

WITNESSETH: Melrose Pyrotechnics, Inc. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the Customer One (1) Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of June 29, 2014 with the rain date of June 30, 2014 Customer Initial \_\_\_\_\_, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. If the show is rescheduled prior to our truck leaving the facility, Customer shall remit to Melrose Pyrotechnics, Inc. an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. If the show is rescheduled after our trucks leave the facility, Customer shall remit to Melrose Pyrotechnics, Inc. an additional 40% of the total contract price for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Melrose Pyrotechnics, Inc. In the event the Customer does not choose to reschedule another date or cannot agree to a mutually convenient date, Melrose Pyrotechnics, Inc. shall be entitled to 50% of the contract price for costs, damages and expenses. If the fireworks exhibition is canceled by Customer prior to the display, Customer shall be responsible for and shall pay to Melrose Pyrotechnics, Inc. on demand, all Melrose Pyrotechnics Inc.'s out of pocket expenses incurred in preparation for the show including, but not limited to, material purchases, preparation and design costs, deposits, licenses and employee charges.

MELROSE PYROTECHNICS, INC. agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union related costs; their fees are not included in this agreement.

It is further agreed and understood that the CUSTOMER is to pay MELROSE PYROTECHNICS, INC. the sum of Twenty-Seven Thousand Dollars 00/100 (\$27,000.00). A service fee of 1 ½ % per month shall be added, if account is not paid within 30 days of the show date.

MELROSE PYROTECHNICS, INC. will obtain Public Liability and Property Damage and Workers Compensation Insurance.

CUSTOMER will provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of 700 feet at all points from the discharge area.
- (b) Protection of the display area by roping-off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be construed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Melrose Pyrotechnics, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

**MELROSE PYROTECHNICS, INC.**

By: 

Date Signed: February 1, 2014

**Mike VanLoo, Event Producer**

1 Kingsbury Industrial Park, P.O. Box 302

Kingsbury, Indiana 46345

(800) 771-7976

Email: mvanloo@melrosepyro.com

**CUSTOMER**

By:

Its duly authorized agent, who represents he/she has full authority to bind the customer.

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

(PLEASE TYPE OR PRINT)

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

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

Phone: \_\_\_\_\_

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): 216-658-7100 <b>E-MAIL ADDRESS:</b>	<b>FAX</b> (A/C, No): 216-658-7101														
<b>INSURED</b> Melrose Pyrotechnics, Inc. Kingsbury Industrial Parkway Heinold Complex Kingsbury IN 46345	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Everest Indemnity Insurance Co. <i>A</i></td><td>10851</td></tr><tr><td>INSURER B : Everest National Insurance Company <i>A</i></td><td>10120</td></tr><tr><td>INSURER C : Travelers Indemnity Co <i>A+</i></td><td>25658</td></tr><tr><td>INSURER D : Maxum Indemnity Company <i>A</i></td><td>26743</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co. <i>A</i>	10851	INSURER B : Everest National Insurance Company <i>A</i>	10120	INSURER C : Travelers Indemnity Co <i>A+</i>	25658	INSURER D : Maxum Indemnity Company <i>A</i>	26743	INSURER E :		INSURER F :	
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INSURER E :																
INSURER F :																

**COVERAGES**

CERTIFICATE NUMBER: 794771712

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			SI8ML00042-141	1/15/2014	1/15/2015	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
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C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			0323N491 (MI)	4/1/2014	4/1/2015	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DISPLAY DATES: June 29, 2014 with a rain date of June 30, 2014  
LOCATION: Lochmoor Country Club, Grosse Pointe Woods, MI  
ADDITIONAL INSURED: City of Grosse Pointe Woods Fireworks Committee: Robert E. Novitke, Richard Shetler, Jr., Vicki A. Granger, Al Fincham, Curt Bledsoe, Chris Fenton, Susan Como, Tom Hauff, Gina Carrier, Jennifer Boettcher; City of Grosse Pointe Woods; Grosse Pointe Public School System; Lochmoor Club; Grosse Pointe Board of Education; St. John Providence; Grosse Pointe Public Library; Parcels School.

**CERTIFICATE HOLDER****CANCELLATION**

City of Grosse Pointe Woods  
Attn: Sue Como  
20025 Mack Plaza Drive  
Grosse Pointe Woods MI 48236

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

AUTHORIZED REPRESENTATIVE

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Approved by Commission 4/9/14



Beautification Advisory Commission  
GPW City Hall  
Meeting – February 12, 2014

RECEIVED  
FEB 21 2014  
CITY OF GROSEPOINTE WOODS

**Present:** Briggs, Cook, Hage, Hagen, Hyduk, Hilton, Janowski, Martin-Rahaim, McCarthy, Reiter,

**Also Present:** City Council Representative Granger

**Excused:** Arslanian, Cadreau, Rozycki, Sauter, Mathews

**Absent:** None

**Other Attendees:** McMullen

**Guests:** None

**Call to Order:** The meeting was called to order by Chairperson E. Reiter at 7:31 p.m..

**Minutes:** *D. Hyduk made a motion to approve the January 8, 2014 Minutes and G. Hilton seconded the motion which was approved unanimously.*

**Treasurer's Report:** G. Hilton reported the BAC self-funded Awards Reception expenses exceeded the previous year's event due to an increased attendance and an increase in fees. D. Hyduk gave recognition to the event as well attended and well catered. City Council and the Mayor were appreciative for the efforts and accomplishments of the City Commissions and supporters. A correction in the approved BAC Budget to \$3,300 was cited. *A motion to correct the financial records as it relates to the Budget was made by P. Hage and seconded by J. Hagen. The motion was approved unanimously.* The same amount was approved by City Council for the fiscal 2014/2015 year as submitted by G. Hilton. G. Hilton noted the generous donation of \$1,000 by the Mary M. Mitts Revocable Trust in favor of the BAC. The Commission collectively expressed appreciation for this financial sponsorship of its beautification initiatives.



**Chairperson's Report:** No Report

**Council Report:** D. McCarthy attended the January 27, 2014 City Council meeting and highlighted discussions around the DTE upgrade in City lighting to LED as well as the logistics associated City purchased meters (900) as discussed in previous Council meetings. The hourly fee increase (\$0.25 to \$0.50) was also approved with methods of payment likely to eventually include smart-cards. Mention was made of the "Winterfest" and the use of Facebook advertisements to improve communication, absent of permission for comments. C. Briggs attended the February 3, 2014 City Council meeting and reported an agreement between the City of Grosse Pointe Woods and St. John Hospital regarding 2013 taxes and inflation adjusted tax requirements for ensuing years. Also, Grosse Pointe North will sponsor a May "Save a Life Walk". V. Granger indicated excess snow around intersections would be systematically removed to the Lake Front Park while the catch basins are prepared for eventual melting and a liquid build-up. Further elaboration ensued with regard to the LED lights program and new meters due for installation this spring. Preloaded cards will be available for sale and the facility will have capabilities for reprogramming as applications change. Reminder of the February 25, 2014 bond vote for School Board recommended technology updates was made. D. Janowski will attend the February 24, 2014 City Council meeting.

**DPW:** No Report.

**Flower Sale:** K. Martin-Rahaim reported that the Flower Sale Committee is preparing orders from the three service providers for this annual event scheduled for May 9, 10 and that it will be completed before month-end. Featured in this year's sale will be new varieties of annuals. Moreover, the Grosse Pointe Magazine will publish a timely article before the scheduled April 20, 2014 mailings. Grosse Pointe North will again provide volunteer drivers for plant deliveries. D. Hyduk will make arrangements of lawn ornaments again this year of similar size and pricing. The Commission echoed a consistent agreement that sports and/or Michigan themes would receive a welcome from potential buyers. Mention was also made that stepping stones would no longer be available due to a deterioration mold structures, although a tally of inquiries and demand would be kept for future consideration. K. Martin-Rahaim also confirmed that there was an initiative to repurpose household/yard items to serve as plant receptacles. D. Hyduk stated an interest to again donate unsold items to the City in plantings around City Hall with further consideration to participants at the Senior Reception typically held the week following the Flower Sale. The license fee for this event has been approved by City Council as a line item to the Budget and as such no further action is necessary.

**Tile/Mug Programs:** Additional investigations to confirm the candidate for consideration for the 2014 Tile Program were pursued by C. Sauter and V. Granger. Additional photos were distributed and reviewed by the BAC for the potential template for the tile inscription. D. Hyduk

presented a concept involving differing fonts for the candidate to opine. Closure with the candidate and potential tile volume considerations remain initiatives to be completed prior to seeking "Immediate Certification" from City Council to execute tile orders.

**Awards Program:** No Report.

**Old Business:** Chairperson E. Reiter initiated discussion around Commission vacancies and a Biographical Sketch on file for Linda Stephens. The candidate expressed an ongoing interest to participate on the BAC and as such a recommendation was made to accept the candidate. *C. Briggs made a motion and D. McCarthy seconded the motion for the Commission to vote on acceptance of Linda Stephens to fill a Commission vacancy to expire the end of this calendar year. The BAC voted unanimously for acceptance. G. Hilton made a motion to seek "Immediate Certification" of this appointment by City Council at the February 24, 2014 meeting and C. Briggs seconded the motion which received unanimous BAC approval.*

**New Business:** None

The meeting was adjourned by unanimous acclamation at 8:35 pm.

Respectfully submitted,

Dennis Janowski



RECEIVED

APR 15 2014

CITY OF GROSSE POINTE WOODS  
20025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236  
(313) 343-2440

7A

CITY OF GROSSE POINTE WOODS  
APPLICATION FOR PERMIT/LICENSE - VENDOR/SOLICITOR/PEDDLER, ET AL

Chapter 10 Business, Section 10-220  
Permit Fees: Annual \$75; Month \$20; Day \$10  
~~Background Check: \$10 each person~~

Applicant: Tina Antoon Birth Date \_\_\_\_\_

Home address: 17900 Nick Dr Telephone: 586-557-3182  
Macomb, MI 48044 Driver's License No. \_\_\_\_\_

Business Name: Edward Jones Telephone: 313-884-0175

Business Address: 19806 Mack Ave GPW 48236

Description of Business: Investment Firm

Assistants: Michele Leonard 6330 LOZON ROAD  
COTTRELLVILLE, MI 48039 1-27-62  
Name Address Date of Birth

Name Address Date of Birth

Name Address Date of Birth

If vehicle used, describe: 2012 Cadillac CTS Coupe 2KR H04  
Year Make Type License #

Other cities served: \_\_\_\_\_

Years previously licensed in Grosse Pointe Woods: None ☒ 20 \_\_\_\_\_ 20 \_\_\_\_\_ 20 \_\_\_\_\_ 20 \_\_\_\_\_

**VENDOR:** Valid for use from 9 a.m. to dusk or 7 p.m., local time, whichever occurs first, Sec. 10.224(e).

**REFUSE VENDOR:** Shall not collect, remove or cart away any materials between the hours of 10 p.m. and 6 a.m. the following morning, Sec. 10.221(a).

**SOLICITOR:** Shall not walk on residential or commercial lawns; must use sidewalk.

**NO PERSON:** Shall deliver or deposit residential handbills at any residential home or apartment where a sign or notice has been posted in a conspicuous location, which sign or notice states "no handbills" or "no vendors or solicitors." Sec. 10.295

Signed: Tina Antoon Date: 4-11-14

State of Michigan )  
County of Wayne ) ss.  
Macomb

Subscribed & sworn to before me this  
15th day of April, 2014

Melanie D. Rycka  
Signature of Notary Public  
My Commission expires: 7-3-18  
Acting in Wayne County  
white - City Clerk

Yellow - Applicant

Pink - Cashier

	<b>Approve</b>	<b>Deny</b>
Public Safety:	<u>nt</u>	_____
City Clerk:	<u>nt</u>	_____
Council Action:	_____	_____
Plate No.:	_____	_____
Date Issued:	_____	_____
By:	_____	_____

# CITY OF GROSSE POINTE WOODS

## Office of the City Clerk

### Memorandum

7B

**DATE:** April 23, 2014  
**TO:** Mayor and City Council  
**FROM:** Lisa Hathaway, City Clerk  
**SUBJECT:** MAMC Annual Conference



I am requesting to attend the Michigan Association of Municipal Clerk's Annual Conference from June 23 – 27, 2014, in Grand Rapids, MI. The course schedule is attached for your review. These topics all directly affect responsibilities of the Clerk's office.

This is an approved item in the FY 2013/14 budget in the amount of \$1,500.00. The following is a breakdown of total conference costs:

Registration	\$ 485
Housing (4 nights)	<u>580</u>
Subtotal	<u>\$ 1,065</u>

The following allowable expenses will not be charged to the City:

Per Diem @ \$65 x 4	\$ 260
Mileage: 178 x .55	<u>98</u>
Subtotal	<u>358</u>

TOTAL COST	<u>\$ 1,423</u>
------------	-----------------

A total amount not to exceed \$1,100 is requested, to be paid from the Clerk's Travel/Membership Account No. 101-215-958.000.

Attachment

# president's message

Dear Clerks -

I always look forward to conference. Every year I drive home tired but glad that I took the time away from the office. Learning new ideas, networking, socializing with friends, getting out and experiencing the area are all reasons to attend conference. We as Clerks have many duties pulling at us from all directions. It is important to step back and refresh our minds with new ideas.

This is my final event as President of the MAMC. Every past president has said that it was a privilege to serve in this capacity. They are so right! It truly has been a privilege. The Board is comprised of 13 truly dedicated Clerks who have gone above and beyond what is expected of any of us. They have graciously given of their time to make this organization what it is today. The MAMC exists to help Clerks do their jobs effectively and efficiently through education, networking, and talking with our State elected officials to draft and pass laws that are helpful and not harmful to the cause. I love our profession and I love being a Clerk.

I know you will enjoy the conference. See you in June!

Carolyn

## conference highlights

<b>Tuesday</b> June 24, 2014	<i>Breakfast &amp; Lunch Included</i>	
	7:30 a.m. – 8:30 a.m.	Registration OPEN - <i>Registration No 2 Room</i>
	8:30 a.m. – 4:30 p.m.	Clerking 101 & Master Academy
	4:00 p.m. – 5:30 p.m.	Registration OPEN - <i>Registration No 2 Room</i>
	5:00 p.m. (6:00 p.m. T-Off)	Golf Outing – Highlands Golf Course <i>\$30pp – dinner, 2 drink tickets &amp; transportation included</i> <i>9 hole scramble w/cart (bring your own clubs)</i>
	5:00 p.m. – 6:30 p.m.	Grand Rapids Trolley Tour - <i>Seating limited to 30</i> <i>\$10pp - with a stop at the new Market Place</i>
<b>Wednesday</b> June 25, 2014	<i>Lunch Included</i>	
	7:00 a.m. – 8:30 a.m.	5K Walk Run <i>Walk or run on a selected path around the beautiful downtown river front.</i>
	7:30 a.m. – 10:00 a.m.	Registration OPEN - <i>Registration No 2 Room</i>
	8:00 a.m. – 3:00 p.m.	Vendor Exhibits OPEN - <i>Imperial Ballroom</i>
	10:00 a.m. – 11:30 a.m.	OPENING SESSION <i>Welcome &amp; Key Note Speaker – Arlene Burns - Ambassador Room (East &amp; West)</i>
	12:30 p.m. – 2:00 p.m.	Educational Session
	2:00 p.m. – 3:00 p.m.	MAMC Membership Meeting <i>Board of Director Candidate Speeches</i> <i>By-Law Amendments</i>
	3:00 p.m. – 5:00 p.m.	Vendor Showcase - <i>Imperial Ballroom (appetizers &amp; drink will be served)</i> <i>Billboard Top Vendor List - Stamp Card Game</i> <i>Enter to win a FREE 2015 Conference Registration</i>
<b>Thursday</b> June 26, 2014	<i>Breakfast, Lunch &amp; Dinner Included</i>	
	7:00 a.m. – 8:00 a.m.	Registration OPEN - <i>Registration No 2 Room</i>
	8:00 a.m. – 4:00 p.m.	Vendor Exhibits OPEN - <i>Imperial Ballroom</i>
	8:00 a.m. – 4:30 p.m.	Concurrent Educational Sessions
	5:30 p.m. – 9:00 p.m.	Clerk of the Year & President's Dinner <i>Motor City Soul Entertainment</i> <i>Vendor Game Card 2015 FREE Registration Winner Drawn</i> <i>Best Vendor Booth Awarded</i>
<b>Friday</b> June 27, 2014	<i>Breakfast Included</i>	
	8:00 a.m. – 8:30 a.m.	MAMC Meeting & Swearing of Oaths <i>Ambassador Ballroom (East and West)</i> <i>DOOR PRIZES!</i>
	8:30 a.m. – 9:00 a.m.	Secretary of State, Ruth Johnson Bureau of Elections, Chris Thomas Lobbyist, Bill Zaagman
	10:00 a.m. – 12:00 p.m.	BOE Voting Equipment & Creating Test Decks Class

# rollin' on the river

## MAMC Conference 2014

MAMC 15th Annual Conference • June 24 - 27, 2014

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Title: \_\_\_\_\_ Nickname for badge: \_\_\_\_\_

Municipality/Company Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email (mandatory): \_\_\_\_\_

1. Your name and municipality will appear on your name badge exactly as you indicate on this form above.
2. Print or type all information.
3. Make additional copies of the form for any additional persons who wish to register.
4. Send a separate form for each registration!
5. Please copy your completed registration form for your records.

**REGISTRATIONS MUST BE POSTMARKED BY JUNE 2, 2014**  
**ONLINE REGISTRATIONS DEADLINE IS ALSO JUNE 2 2014**  
**NO LATE REGISTRATIONS WILL BE ACCEPTED - NO EXCEPTIONS!!**  
**M = MAMC Member NM = Non-MAMC Member**

<input type="checkbox"/>	<b>Master Academy Class - Pre-conference Session:</b> Includes class materials, breakfast, lunch and breaks. Please refer to flyer for more information.	<input type="checkbox"/> \$175.00-M <input type="checkbox"/> \$200.00-NM
<input type="checkbox"/>	<b>CLERKING 101 - Pre-conference Session:</b> Includes class materials, breakfast, lunch and breaks. Please refer to flyer for more information	<input type="checkbox"/> \$101.00-M <input type="checkbox"/> \$150.00-NM
<input type="checkbox"/>	<b>CONFERENCE</b> - Wednesday through Friday - See Conference Highlights	<input type="checkbox"/> \$300.00-M <input type="checkbox"/> \$400.00-NM
<input type="checkbox"/>	<b>THURSDAY ONLY</b> - MAMC Member: Includes education sessions, breakfast, lunch and Clerk of the Year/President's Dinner	<input type="checkbox"/> \$200.00-M <input type="checkbox"/> \$300.00-NM
<input type="checkbox"/>	<b>GOLF OUTING</b> - Includes 9 holes and cart (bring your own clubs) (hotdog/hamburg dinner & prizes are vendor sponsored)	<input type="checkbox"/> \$30.00
<input type="checkbox"/>	<b>GRAND RAPIDS TROLLEY TOUR</b> - 1.5 hour historical tour of Grand Rapids with a stop at the NEW Market Place	<input type="checkbox"/> \$10.00
<input type="checkbox"/>	<b>ANNUAL 5K FUN RUN/WALK</b> - Includes entry fee and t-shirt for those registered by June 3rd. Indicate t-shirt size. (Unisex S-XXXL) _____	<input type="checkbox"/> \$20.00
<input type="checkbox"/>	<b>GUEST MEALS</b> - Add the total from the Meal Worksheet on the right if you are planning to bring a guest.	\$
<input type="checkbox"/>	<b>DO YOU PLAN TO ATTEND BREAKFAST?</b> Thursday <input type="checkbox"/> Friday <input type="checkbox"/>	
<b>TOTAL</b>		\$

*If you are registered for the conference, you do not need to fill out this portion. This worksheet is for spouses, children and guests who are not registered for the conference. Guests will be required to wear a name badge, so please provide the first and last name of your spouse, children or guest as you wish it to appear on the name tag(s).*

Guest Name: _____	
Wednesday Lunch Guest Fee \$33.00	
Thursday Breakfast Guest Fee \$20.00	
Thursday Lunch Guest Fee \$33.00	
Thursday Evening President's Dinner and Clerk of the Year Reception Guest Fee \$55.00	
Friday Breakfast Guest Fee \$24.00	
Total the fees for spouses and guests, then enter amount on form on left.	\$

Return this form postmarked by June 2nd to:  
**MAMC**  
 c/o Betty Kennedy  
 Village of North Branch  
 P.O. Box 704  
 North Branch, MI 48461-0704



## Tuesday – Pre Conference Courses

- **Clerking 101**  
Topics: Ethics and Codes of Conduct; Governing Laws; Open Meetings Act; Parliamentary Procedure; Agenda and Resolutions; Minutes; Records Retention and Management; Freedom of Information Act; Oaths of Office and Web Resources; Government Accounting.
- **Master Academy – Improv You!**  
Improv is an ancient art form that has become a mainstay in the educational world. Businesses, associations, health care facilities and many other organizations have found that the power of improv to transform is exceptional. Improv provides creativity, communication, flexibility, leadership, teamwork, problem solving and rekindles your spontaneity. All of these are such necessary skills in the business of serving others.

## Wednesday – General Session

- **Rapid Diplomacy: What Rivers Teach Us About Life**  
*Key Note Speaker - Arlene Burns, Kayaker, Adventurer, City Council President - Mosier, Oregon*
- **Motivation to Succeed**  
*Matt Fors, Marketing & Communications, Holland Hospital - Holland, Michigan*  
Join us as we explore how to boost your personal motivation and make the most of your day.

## Thursday – Educational Courses

- FOIA
- Budget & Finance Best Practices
- Alice Training (Alert, Lockdown, Inform, Counter, Evacuate)
- OMA
- Innovative Government
- Absentee Counting Boards Best Practices
- Liquor Law
- Advanced Parliamentary Procedure
- Cemetery Management
- Electronic Record Retention
- Attracting & Retaining Talent
- Receiving Boards - The Final Checkpoint

## Friday

- MAMC Meeting & Swearing in new Board of Directors
- SOS, BOE and Lobbyist Update

## Friday – Post Conference BOE Course

- **BOE's Voting Equipment Testing & Creating Test Decks**  
This course will cover the requirements for testing voting equipment, including the responsibilities of the Election Commission, proper documentation and sealing of the equipment, and the process for creating a test deck and ensuring the test was properly conducted.

You **MUST** Register online at BOE eLearning Center at:  
<https://mi.learnport.org/elections/Kview/CustomCodeBehind/Customization/Login/MILPLogin.aspx>

## Hotel Reservations

Each individual is responsible for making their own reservation. You can do so online at: [https://resweb.passkey.com/Resweb.do?mode=welcome\\_ei\\_new&eventID=10721434](https://resweb.passkey.com/Resweb.do?mode=welcome_ei_new&eventID=10721434)

Or by calling toll free 800-253-3590 or 616-776-6450 no later than **June 9, 2014**. Rooms are available at a rate of \$129 per night plus applicable taxes.

Please use Reservation Group #10L5FB to receive the group rate. Due to the number of rooms available at the conference site, please do not wait to make your lodging reservations. Reservations made after the cut-off date will receive the prevailing rate subject to availability. Refer to your hotel room confirmation for their Check IN/OUT times and policies.

**AMWAY Grand Plaza Hotel**  
187 Monroe NW  
Grand Rapids, MI 49503

## conference events

### Golf Scramble: Highlands Golf Club

Tuesday, June 24, 2014

Arrival Time: 5:00 p.m. with tee-off at 6:00 p.m.

Transportation provided to and from the hotel.

**9 hole scramble, cart, dinner and 2 drink tickets for \$30 per person. (Bring your own clubs).** Winners will be announced Wednesday at the Opening Session.

### GR Trolley Tour

Tuesday, June 24, 2014

Time 5:00 p.m. – 6:30 p.m.

Join us for a one and a half hour historical tour around Grand Rapids on an old fashioned trolley car with a half hour shopping stop at the new Market Place! Only \$10.00 per person. Seating is limited so sign up early!

### 5K Fun Run/Walk

Wednesday, June 25, 2014

Time: 7:00 a.m. – 8:30 a.m.

9th Annual MAMC 5K Fun Walk Run: This 5K walk/run will wind alongside the beautiful Grand River. The entry fee is \$20.00, which includes a race t-shirt and bottled water. Winners will be announced Wednesday at the Opening Session.

### Vendor Showcase – Billboard Top Vendor List

Wednesday: 3:00 PM – 5:00 PM

Choose your 'Top 30 Vendors' in the Billboard Top Vendor game by visiting each vendor booth for their unique stamp. Once your card is completely filled, turn it in for a chance to win a FREE 2015 Conference Registration. Each conference registrant will receive 2 complimentary drink tickets to use during this time. Appetizers will also be served!

POINTS	IIMC	CMMC
Clerking 101	1 point	2 points
Master Academy	3 points	2 points
Full Conference Attendance (Wed-Fri)	2 points	6 points (2 per day)

MEMO 14 - 13

RECEIVED



APR 23 2014

TO: Alfred Fincham, City Administrator

FROM: Joseph J Ahee, Director of Public Services  
Nicole Byron, Recreation Supervisor

CITY OF GROSSE POINTE WOODS

DATE: April 14, 2014

SUBJECT: Recreation Sponsorship from St. John Providence

On April 8, 2014 members from each of the five Grosse Pointe's and St. Clair Shores Recreation Departments met with St. John Providence to discuss sponsorship of the Lake Front Park Swimming Association (LFPSA) Prelims & Finals as well as the All Pointe Outdoor Movie.

St. John Providence has expressed interest in sponsoring the LFPSA Prelims and Finals for three consecutive years, 2014 through 2016, at an annual amount of \$5,000 to be divided equally between the six participating communities. St. John Providence will also fund a VIP tent prior to the Finals in addition to the donation of \$5,000. This year, the Prelims and Finals will be held at the Grosse Pointe Woods Lake Front Park on Tuesday and Wednesday, July 22-23, 2014.

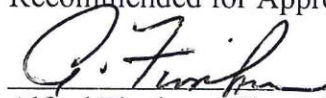
St. John Providence also expressed interest in sponsoring the All Pointe Outdoor Movie for three years, 2014 through 2016, at an annual amount of \$1,000 to be divided between the five Grosse Pointes. The movie will be held at the Grosse Pointe South Football Field on Saturday, August 16<sup>th</sup> with Sunday, August 17<sup>th</sup> as the rain date.

I recommend approval of the St. John Providence proposed sponsorships for both the LFPSA Prelims & Finals and the All Pointe Outdoor Movie events for a combined total of \$18,000 in sponsorships for the collaborative city events in 2014 through 2016. Grosse Pointe Woods' share of the revenue will be \$3,100 over the three year period (\$2,500 from the swim events and \$600 from the movie events). Please see the attached proposals for more information.

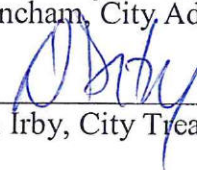
If you have any questions regarding this matter please contact me.

c.c. Dee Ann Irby  
O/F

Recommended for Approval as Submitted:

  
Alfred Fincham, City Administrator

4-17-14  
Date

  
Dee Ann Irby, City Treasurer/Comptroller

4-22-14  
Date

Council Approval Required

**SPONSORSHIP PROPOSALS FOR ST. JOHN HEALTH SYSTEM  
All Grosse Pointes and St. Clair Shores Parks and Recreation Departments**

**Lakefront Swimming Association Prelims and Finals Sponsorship**

**General Information:**

The Lakefront Swimming Association consists of swim teams from the five Grosse Pointe Communities and the City of St. Clair Shores. Each community has their own swim team that participates over the summer months in weekly dual meets, mini meets (For swimmers that don't qualify for regular dual meets), one relay meet, and the Prelims and Finals at the end of the regular season.

The number of swimmers will vary by community, but we estimate that approximately 900 – 1,000 swimmers participate as members of the various swim teams. Each team qualifies swimmers for the Prelims and Finals. In 2014, they will be held at the Grosse Pointe Woods Lakefront Park on Tuesday, July 22<sup>nd</sup> and Wednesday, July 23<sup>rd</sup>. If each participant swims in one event there would be 864 swimmers in the prelims and finals. Swimmers can swim up to three events, so the actual number will be less. Each swimmer probably has 2 – 3 people attend the event as spectators. So, we would anticipate that between 2,000 – 2,500 people attend the prelims and finals.

The proposed sponsorship fee of \$5,000 is based upon the \$1,000 expense for each City to cover the full cost of the event after deducting other revenue sources.

**Proposed Sponsorship Fee - \$5,000**

**Proposed Benefits:**

1. St. John Health System listed on front cover of Prelims & Finals program as sponsor.
2. Provide inside front full page color ad for St. John Health System with ad to be provided by St. John Health System.
3. Provide six 2.5' x 6' banners announcing the Lakefront Swimming Association Prelims & Finals with St. John Health System as the official sponsor. Each community to post the banner at their swimming pool park locations. Banners to be hung up at the start of the swimming season in June.
4. Provide one larger banner showing St. John Health System as the official sponsor for the Prelims & Finals. This banner will be displayed during the Prelims and Finals at the Grosse Pointe Woods swimming pool.
5. St. John Health System to be provided space during the Prelims and Finals for them to set up a promotional area for their appropriate community programs. St. John Health System would be responsible for a tent if necessary. Lakefront Swimming Association will provide table(s) and chairs as requested.
6. Each City will use the St. John Health System name and logo on Swim Team materials, flyers, and newsletters that promote their Swim Team and the Prelims & Finals.
7. St. John Health System logo would be on the swim prelim and finals t-shirts as the main sponsor.



8A

**CITY OF GROSSE POINTE WOODS  
INFORMATION TECHNOLOGY  
MEMORANDUM**

**RECEIVED**  
**APR 23 2014**  
**CITY OF GROSSE POINTE WOODS**

DATE: April 23, 2014

TO: Alfred Fincham, City Administrator

FROM: Gary Capps, Information Technology Manager

SUBJECT: Telephone, Internet, and WAN Consolidation

As you are aware, over the past several months we have been reviewing our Telephone, Internet, and Data contracts to determine the best method of consolidation in an effort to reduce recurring costs, increase bandwidth, and streamline our telecom infrastructure to meet requirements for providing a fast and reliable network for the City operations. Since our current services are all utilizing an aged and failing copper infrastructure, it is necessary to move to a Fiber level of service. This will allow us to achieve modern network speeds, reliable service, and lay the foundation that will ultimately allow for further consolidation of Telephone Systems, Servers, and Backup equipment resulting in further savings moving forward. I would like to have this matter placed on the April 28, 2014 City Council agenda for their approval.

The City currently pays around **\$43,000 annually** for these service and some have a history of repetitive outages. We have reviewed multiple configurations, features, level of service from other Vendors including our current vendors; AT&T, Verizon Business, and Wide Open West (WOW!). At this time we would like to move forward with the consolidation of the City's Internet, Telephone, and Data services using WOW! which will result in a saving of at least \$40,000 over the next 3 years. One of the main benefits of allowing WOW! to provide our services is that we already have their fiber installed at our Lake Front Park, and Public Works locations. This was installed free of charge in 2010 when WOW! secured a franchise with our City, and therefore there will be no construction costs. In addition, the monthly costs are significantly less than with carriers in our current situation and also with their proposed pricing moving forward. I have also spoken to other communities similar in size and larger, and all had very positive experiences with WOW!

The funds in 2013-2014 and 2014-2015 budget for Telephone, Internet and data services are spread across various funds under the utilities line item #921. I would like to respectfully request Council's approval for the *36 month* agreement for Internet Services, PRI, Long Distance, and Metro Ethernet from **Wide Open West WOW! Business, 7887 E Bellevue Ave Ste 1000, Englewood, CO 80111-6007** and authorize the City Administrator to sign the following contracts not to exceed \$28,000 per year to service the City of Grosse Pointe Woods for a 3 year period, subject to this amount being budgeted in future budgets:

Quote# **OPP-168619** - 20MEG Fiber Internet, PRI, Long Distance, and Metro-E at City Hall, 20025 Mack  
\$1640.50/mo

Quote# **OPP-168618** - Metro Ethernet Lake Front Park, 23000 Jefferson  
\$318/mo

Quote# **OPP-178422** - Metro Ethernet Public Works. 1200 Parkway  
\$318/mo

I do not believe any benefit will accrue to the City by seeking additional bids.

  
Dee Ann Irby

  
Alfred J. Fincham



# WideOpenWest, Michigan



32650 North Avis Drive  
Madison Heights, MI 48310  
Phone : 248-259-2279

DATE April 11, 2014  
Quotation # 105  
Customer ID

**Bill To:**  
City Hall Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

Quotation valid until: April 15th, 2014  
Prepared by: Marci Purkiss

**Comments or special instructions:** Dedicated Internet Access and Meshed MetroE Solution

Description	Price	Quantity	Amount
Dedicated Internet Access 20megs	\$610.00	1	\$610.00
Static IP - 61 Block	\$150.00	1	\$150.00
MetroE 10meg City Hall	\$415.00	1	\$415.00
MetroE 5meg Lake Front Park	\$318.00	1	\$318.00
MetroE 5meg DPW	\$318.00	1	\$318.00
PRI - 23/1	\$300.00	1	\$300.00
DID's - 100 Block	\$20.00	1	\$20.00
Long Distance - 5000 Outbound Minutes	\$120.00	1	\$120.00
PRI Surcharge Fee	\$25.50	1	\$25.50
Total			\$2,276.50

Description (Optional)	Price	Quantity	Amount

*(Excludes applicable taxes and FCC charges)*

If you have any questions concerning this quotation, contact:

Marci Purkiss  
Cell: 248-259-3876  
[m\\_purkiss30@wideopenwest.com](mailto:m_purkiss30@wideopenwest.com)

**THANK YOU FOR YOUR BUSINESS!**

Service	Carrier	Current Costs	Service	Carrier	Proposed Costs
PRI	AT&T - Copper Circuit T1 (1.5 MEG)	\$713.00	PRI	WOW 20 MEG - Fiber	\$345.50
WAN	AT&T- Copper Circuits T1 (1.5 MEG)	\$629.00	WAN	WOW Metro E - Fiber	\$1,051.00
POTS	AT&T- Copper Trunks	\$1,300.00	POTS	(Block of 100 DID)WOW 20 MEG- Fiber	\$20.00
LD	AT&T	\$120.00	LD	WOW	\$120.00
ISP	Verizon Business - Copper (3 MEG)	\$850.00	ISP	WOW 20MEG w/61 IP - Fiber	\$760.00
Monthly Totals		\$3,612.00			\$2,296.50

Service	Carrier	Proposed Costs
PRI	AT&T 20 MEG - Fiber *	\$0.00
WAN	AT&T Switched Ethernet	\$1,886.50
POTS	AT&T 20 MEG - Fiber	\$20.00
LD	AT&T	\$120.00
ISP	AT&T 20MEG w/61 IP - Fiber	\$869.00
		\$2,895.50

\*Included in \$869 price of Fiber

	1 month	1 year	2 year	3 year
Current Costs	\$3,612	\$43,344	\$86,688	\$130,032
AT&T Costs	\$2,896	\$34,746	\$69,492	\$104,238
WOW Costs	\$2,297	\$27,558	\$55,116	\$82,674
AT&T Savings	\$717	\$8,598	\$17,196	\$25,794
WOW Savings	\$1,316	\$15,786	\$31,572	\$47,358

**WOW!Business****BUSINESS SERVICE ORDER****BUSINESS:** City of Grosse Pointe Woods City Hall**CONTACT:** Gary Capps**Phone:** (313) 613-9368  
**Fed Tax ID:****Date:** 04/15/2014  
**Quote #:** OPP-168619**PHYSICAL ADDRESS**20025 Mack Plaza  
Grosse Pointe Woods MI 48236**BILLING ADDRESS**20025 Mack Plaza  
Grosse Pointe Woods MI 48236**CONTRACT TERM**

36 month(s)

**SALES REP**Marci Purkiss  
(248) 259-3876  
m\_purkiss30@wideopenwest.com

Product	Line Description	New / Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
Dedicated Internet Access	20 Mbps	New	1	\$610.00	\$0.00	\$610.00
Static IP - 61 Block	Static IP - 61 Block	New	1	\$150.00	\$0.00	\$150.00
Metro Ethernet	10 Mbps	New	1	\$415.00	\$0.00	\$415.00
<b>Voice</b>						
LD 5,000 Minute (Per account)	5,000 Minute Long Distance Package	New	1	\$120.00	\$0.00	\$120.00
DID Numbers - Block of 100	DID Numbers - Block of 100	New	1	\$20.00	\$0.00	\$20.00
Line Access - Voice Trunking	Line Access - PRI	New	1	\$25.50	\$0.00	\$25.50
PRI - 23 Voice Trunk Call Path Plan	Voice Trunking (PRI) 23 Call Path Plan	New	1	\$300.00	\$0.00	\$300.00
<b>Setup/Install Fees</b>						
Installation Fee		New	1	\$0.00	\$0.00	\$0.00
*Pricing subject to approval after internal review*					<b>Total:</b>	\$ 0.00 \$ 1,640.50

<b>Special Instructions:</b>	
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<b>Directory Listing Information - Address:</b>			
<b>Directory Listing:</b>		<b>YP Heading:</b>	
<b>Listing:</b>	Listed	<b>SIC Code:</b>	
<b>Phone:</b>	(313) 343-2308	<b>YPH Code:</b>	

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as subscriber line charges, line fees, access charges and carrier service fees and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time.	
_____ (Initials)	



# WOW!Business

## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at <http://www.wowway.biz/policies-and-terms> (the "General Terms"), which may be modified by WOW! from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at <http://www.wowway.biz/policies-and-terms> or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by WOW! from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable WOW! Tariffs, which are available for review at <http://www.wowway.biz/policies-and-terms>, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowway.biz/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** Prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV surcharges) and will vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and charges apply to all services. The taxes, fees and surcharges may be changed at any time. Pricing is subject to change.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES, WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**6. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**7. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new



# WOW!Business

number on stationery or cards until after the install is complete.

**8. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**9. Term and Termination; Early Termination Fee.** The term of this Agreement is specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. If WOW! terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be the reasonable expenses and costs incurred by WOW! through the date of termination including but not limited to any third party costs incurred by WOW!, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to seventy-five percent (75%) of its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from WOW!, if less than twelve months) purchased from WOW! multiplied by the number of months remaining in the applicable Term of this Agreement, plus any other related reasonable expenses of WOW! including, but not necessarily limited to, waived installation charges, discounts or credits or competitive contract buyout charges. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty.

**10. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee.

**11. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**12. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

Signature: \_\_\_\_\_

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

Print Name: Marci Purkiss

Title: Senior Business Account Executive

CUSTOMER

Signature: \_\_\_\_\_

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

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

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

Service                      20025 Mack Plaza Grosse Pointe Woods MI  
Address:                    48236  
Phone: (313) 613-9368

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at [wowway.biz/networkmanagement](http://wowway.biz/networkmanagement); and (iv) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowway.biz/policies-and-terms>

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

# WOW!Business

## LETTER OF AGENCY

### Company Information

**Billing Name (Company):** City of Grosse Pointe Woods City Hall

**Billing Street Address:** 20025 Mack Plaza

**City:** Grosse Pointe Woods      **State:** MI      **Zip:** 48236

### Please provide the following information

If Company is switching its current telephone number(s) to WOW!, please print your telephone number(s) (with area code) and the name(s) of Company's current local and long distance telephone provider(s) in the spaces provided below. If you do not include this information, a new number will be assigned by WOW!. The number(s) listed below represent the billing telephone number(s) of your accounts that are to be changed. You understand and agree that this change applies to all working telephone numbers and features associated with the billing telephone numbers below.

**Current Provider:** AT&T - 9300

**Carrier Account#:**

**Telephone Number(s) to be switched to WOW!:**

(313) 343-2308					

### Please Read This Carefully Before Signing

By completing and signing this Letter of Agency:

1. Company chooses Sigecom, LLC d/b/a WOW! Internet, Cable and Phone (or the local operating affiliate of WOW! or Knology, Inc.) ("WOW!") for all of its local, local toll and long distance calls. In making this choice, Company understands that WOW! will take the place of Company's current phone service provider(s), listed above (if applicable), for local, local toll and long distance services. Company understands that, for each of these services, it may designate only one provider per service for any one telephone number. Company also understands that the service provided by WOW! includes all distances which means Company may only designate one provider for all of its calling needs for the telephone number(s) listed above.
2. Company designates WOW! and authorizes WOW! to act as Company's agent in making the change from its current service provider, listed above (if applicable), and to switch its telephone number(s), listed above (if applicable), to WOW!. Company understands that its current service provider may charge a fee to switch its service to WOW! and that Company may consult that provider as to whether a fee will apply to this change.
3. The undersigned confirms that I am an authorized representative of Company, authorized to select WOW! service and to change the service provider for the telephone number(s) listed above (if applicable).

### Signature

Authorized Representative Name (print):	Authorized Representative Signature:
Authorized Representative Title:	Date Signed:



April 18, 2014

Gary Capps  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

This addendum is to provide clarity on the billing structure as services are installed. As WOW Business will be providing services to the City of Grosse Pointe Woods, WOW Business will begin billing as the services and products become installed, active, and accepted.

**MISCELLANEOUS PROVISIONS**

Entire Agreement. This Agreement embodies the entire Agreement of the parties with respect to the subject matter contained in this Agreement and supersedes all prior agreements with respect to such subject matters. This Agreement may be amended but only in writing signed by both WOW! and City of Grosse Pointe Woods. Any provision in this Agreement may be waived, but only in writing signed by the party of parties against whom such waiver is sought to be enforced.

**Authorized Signatures:**

**Authorized Signatures WOW! Internet Cable & Phone:**

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

Signature: \_\_\_\_\_

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

**Authorized Signatures City of Grosse Pointe Woods:**

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

Signature: \_\_\_\_\_

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

**WOW!Business****BUSINESS SERVICE ORDER****BUSINESS:** City of Grosse Pointe Woods LFP**CONTACT:** Gary Capps**Phone:** (313) 343-2525  
**Fed Tax ID:****Date:** 04/15/2014  
**Quote #:** OPP-168618**PHYSICAL ADDRESS**  
23000 East Jefferson  
St Clair Shores MI 48080**BILLING ADDRESS**  
20025 Mack Plaza Dr  
Grosse Pointe Woods MI 48236**CONTRACT TERM**  
36 month(s)**SALES REP**  
Marci Purkiss  
(248) 259-3876  
m\_purkiss30@wideopenwest.com

Product	Line Description	New / Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
Ethernet	5 Mbps	New	1	\$318.00	\$0.00	\$318.00
<b>Setup/Install Fees</b>						
Installation	Fee	New	1	\$0.00	\$0.00	\$0.00
*Pricing subject to approval after internal review*				<b>Total:</b>	\$ 0.00	\$ 318.00

<b>Special Instructions:</b>	
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<b>Directory Listing Information - Address:</b>			
<b>Directory Listing:</b>		<b>YP Heading:</b>	
<b>Listing:</b>	Listed	<b>SIC Code:</b>	
<b>Phone:</b>		<b>YPH Code:</b>	

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as subscriber line charges, line fees, access charges and carrier service fees and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time.

\_\_\_\_ (Initials)



# WOW!Business

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**3. Pricing.** Prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV surcharges) and will vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and charges apply to all services. The taxes, fees and surcharges may be changed at any time. Pricing is subject to change.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**6. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**7. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new



# WOW!Business

number on stationery or cards until after the install is complete.

**8. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**9. Term and Termination; Early Termination Fee.** The term of this Agreement is specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. If WOW! terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be the reasonable expenses and costs incurred by WOW! through the date of termination including but not limited to any third party costs incurred by WOW!, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to seventy-five percent (75%) of its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from WOW!, if less than twelve months) purchased from WOW! multiplied by the number of months remaining in the applicable Term of this Agreement, plus any other related reasonable expenses of WOW! including, but not necessarily limited to, waived installation charges, discounts or credits or competitive contract buyout charges. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty.

**10. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee.

**11. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**12. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

Signature: \_\_\_\_\_

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

Print Name: Marci Purkiss

Title: Senior Business Account Executive

CUSTOMER

Signature: \_\_\_\_\_

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

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

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

Service Address: 23000 East Jefferson St Clair Shores MI 48080

Phone: (313) 343-2525

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at [wowway.biz/networkmanagement](http://wowway.biz/networkmanagement); and (iv) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowway.biz/policies-and-terms>

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

**WOW!Business****BUSINESS SERVICE ORDER****BUSINESS:** City of Grosse Pointe Woods DPW**CONTACT:** Gary Capps**Phone:** (313) 613-9368  
**Fed Tax ID:****Date:** 04/15/2014  
**Quote #:** OPP-178422**PHYSICAL ADDRESS**1200 Parkway Dr  
Grosse Pointe Woods MI 48236**BILLING ADDRESS**20025 Mack Plaza Dr  
Grosse Pointe Woods MI 48236**CONTRACT TERM**

36 month(s)

**SALES REP**Marci Purkiss  
(248) 259-3876  
m\_purkiss30@wideopenwest.com

Product	Line Description	New / Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
Ethernet	5 Mbps	New	1	\$318.00	\$0.00	\$318.00
<b>Setup/Install Fees</b>						
Installation	Fee	New	1	\$0.00	\$0.00	\$0.00
*Pricing subject to approval after internal review*				<b>Total:</b>	\$ 0.00	\$ 318.00

**Special Instructions:****Directory Listing Information - Address:****Directory Listing:**  
**Listing:**  
**Phone:**

Listed

**YP Heading:**  
**SIC Code:**  
**YPH Code:**

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as subscriber line charges, line fees, access charges and carrier service fees and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time.

\_\_\_\_ (Initials)



# WOW!Business

## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at <http://www.wowway.biz/policies-and-terms> (the "General Terms"), which may be modified by WOW! from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at <http://www.wowway.biz/policies-and-terms> or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by WOW! from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable WOW! Tariffs, which are available for review at <http://www.wowway.biz/policies-and-terms>, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowway.biz/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** Prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV surcharges) and will vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and charges apply to all services. The taxes, fees and surcharges may be changed at any time. Pricing is subject to change.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**6. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**7. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new



# WOW!Business

number on stationery or cards until after the install is complete.

**8. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**9. Term and Termination; Early Termination Fee.** The term of this Agreement is specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. If WOW! terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be the reasonable expenses and costs incurred by WOW! through the date of termination including but not limited to any third party costs incurred by WOW!, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to seventy-five percent (75%) of its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from WOW!, if less than twelve months) purchased from WOW! multiplied by the number of months remaining in the applicable Term of this Agreement, plus any other related reasonable expenses of WOW! including, but not necessarily limited to, waived installation charges, discounts or credits or competitive contract buyout charges. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty.

**10. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee.

**11. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**12. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

Signature: \_\_\_\_\_

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

Print Name: Marci Purkiss

Title: Senior Business Account Executive

CUSTOMER

Signature: \_\_\_\_\_

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

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

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

Service Address: 1200 Parkway Dr Grosse Pointe Woods MI 48236

Phone: (313) 613-9368

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at [wowway.biz/networkmanagement](http://wowway.biz/networkmanagement); and (iv) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowway.biz/policies-and-terms>

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.



9A

# CITY OF GROSSE POINTE WOODS

## PROCLAMATION

**Whereas**, public works services provided in our community are an integral part of our citizens' everyday lives; and

**Whereas**, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

**Whereas**, the health, safety and comfort of this community greatly depends on these facilities and services; and

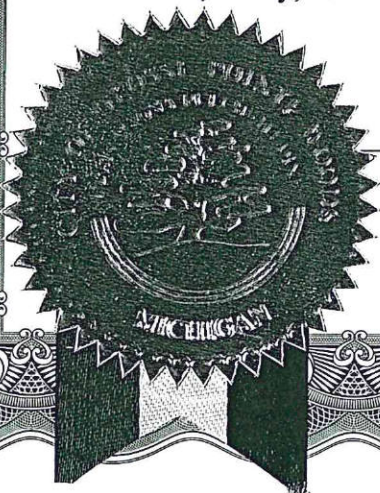
**Whereas**, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works employees; and

**Whereas**, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

Now, therefore, I, Robert E. Novitke, Mayor of the City of Grosse Pointe Woods, do hereby proclaim the week of May 18-24, 2014 as

### **"National Public Works Week"**

in the City of Grosse Pointe Woods, Michigan. I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing public works services and to recognize the contributions that public works employees make every day to our health, safety, comfort, and quality of life.



Mayor Robert E. Novitke  
April 28, 2014





# Proclamation

*Municipal Clerks Week*

*May 4 - 10, 2014*

*Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*

*Whereas, The Office of the Municipal Clerk is among one of the oldest public servants, and*

*Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and*

*Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*

*Whereas, The Municipal Clerk serves as the information center on functions of local government and community.*

*Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.*

*Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.*

*Now, Therefore, I, Robert E. Novitke, Mayor of the City of Grosse Pointe Woods, do recognize the week of May 4 through May 10, 2014, as Municipal Clerks Week, and further extend appreciation to Lisa Hathaway, our Municipal Clerk, and her entire staff, for the vital services they perform and their dedication to our community.*

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*Mayor Robert E. Novitke*

*April 28, 2014*

# MAYORAL PROCLAMATION

Cities of Detroit, Hamtramck, Harper Woods, Highland Park and the Grosse Pointes

**WHEREAS**, April is Child Abuse Prevention Month, and every child deserves a healthy, safe environment in which to grow up, and

**WHEREAS**, protection for children who are at risk is available through efforts within our communities and agencies of the State of Michigan, and

**WHEREAS**, community programs can help prevent child abuse and neglect in families who take advantage of the support services available to them and

**WHEREAS**, The Children's Trust Fund plays an integral role in connecting families with the help they need, and

**WHEREAS**, The Mayors' Task Force on Child Abuse and Neglect is the Detroit Area Local Council of The Children's Trust Fund, promoting coordination among agencies working on problems of child abuse and neglect in our Cities;

**THEREFORE**, we, the Mayors of the Cities of Detroit, Hamtramck, Harper Woods, Highland Park, Grosse Pointe, Grosse Pointe Farms, Grosse Pointe Park, Grosse Pointe Shores and Grosse Pointe Woods, do hereby affirm our commitment to initiatives to prevent child abuse and neglect and encourage utilization of available resources among the citizens in our communities. We recognize that all families benefit from strong, supportive neighborhoods and communities, and that strengthening families and preventing child abuse requires the shared commitment of individuals and organizations in our Cities, the region and the State of Michigan, in this year of 2014.

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Mike Duggan, Detroit

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Karen Majewski, Hamtramck

---

Kenneth Poynter, Harper Woods

---

DeAndre Windom, Highland Park

---

Dale Scrace, Grosse Pointe

---

James C. Farquhar, Jr., Grosse Pointe Farms

---

Palmer Heenan, Grosse Pointe Park

---

Ted Kedzierski, Grosse Pointe Shores

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Robert E. Novitke, Grosse Pointe Woods





**CITY OF GROSSE POINTE WOODS**  
**MEMORANDUM**

10A

RECEIVED  
APR 22 2014  
CITY OF GROSSE PTE WOODS

**Date:** April 11, 2014  
**To:** Mayor and Council  
**From:** Al Fincham, City Administrator *GF.*  
**Subject:** Competitive Grant Assistance Program (CGAP) Intent to Award for Three-City 911 Dispatch Center and Joint Lockup Facility

On April 1, 2014, the City of Grosse Pointe Woods received a Notice of Intent (attached) from the Michigan Department of Treasury to award \$500,000, through the Competitive Grant Assistance Program, for a 911 Dispatch Center and Joint Lockup Facility to be located in Grosse Pointe Woods. The grant would cover the capital costs associated with a consolidation that would serve the cities of Grosse Pointe Woods, Grosse Pointe Farms, and Grosse Pointe Shores.

To receive the grant's Notice of Final Award, the Department of Treasury must receive the required Council Resolutions, Council meeting minutes, or Inter-Local Agreements from all the participating communities, by Monday, June 2, 2014. If not, the potential to receive the grant will be forfeited. In an effort to meet this deadline, a draft Resolution (attached) has been circulated to Grosse Pointe Farms, and Grosse Pointe Shores.

This grant would reimburse the Grosse Pointes for the capital costs actually expended in building out a facility to perform dispatch and prisoner lockup. The funds will be distributed on a reimbursement basis.

In February of 2012, all five Grosse Pointes attempted to implement a Dispatch Center and Joint Lockup Facility. At that time, the Mayors and Council from all five communities adopted Resolutions to do so under that Grant awarded through the Economic Vitality Incentive Program. However, the endeavor proved too costly and a new plan for a 3 city/2 city alternative plan was recommended by the Public Safety Ad Hoc Committee. Currently, Administration is in discussions with Grosse Pointe Farms and Grosse Pointe Shores to accomplish this three city goal.

By Council passing this Resolution, the City of Grosse Pointe Woods will not be committed to expending any funds.

In conclusion, it is recommended that City Council approve the Resolution supporting the project for implementation of a proposed 911 Dispatch Center and Joint Lockup Facility that would serve Grosse Pointe Woods, Grosse Pointe Farms, and Grosse Pointe Shores.

Attachments



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

R. KEVIN CLINTON  
STATE TREASURER

April 1, 2014

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

Dear Mr. Fincham:

**Re: Notification of Intent to Award - CGAP FY 2014 (Round 1)**

The Michigan Department of Treasury (Treasury) - Office of Revenue and Tax Analysis (ORTA) received your grant application for the Competitive Grant Assistance Program (CGAP). We are pleased to inform you that the project your governmental unit submitted entitled **Three-City Grosse Pointe Dispatch Consolidation** has been selected for a grant award in the maximum amount of **\$500,000.00**.

Enclosed is the intent to award approved budget for your grant project.

**Grant Application Conditions**

For your reference, enclosed is a copy of the CGAP Information and Conditions. Please review the conditions of the grant award. The conditions contain important information pertaining to the grant award (i.e. requirements for final award, reporting, reimbursement, etc.). Reminder, grant funds are distributed on a reimbursement basis.

**Next Step**

To receive the Grant Notice of Final Award, Treasury must receive all the required Board Resolution(s), Board Meeting Minutes, or Inter-local Agreements for all participating local units (as indicated in the Conditions of the grant application packet) by Monday, June 2, 2014. **If the resolutions, minutes or agreements have not been received for all participating local units, the project funding will be subject to automatic cancellation.**

Submission of the resolutions, minutes or agreements will be considered an agreement to all provisions specified in the grant application packet and this intent to award letter, and will signify acceptance of the grant award.

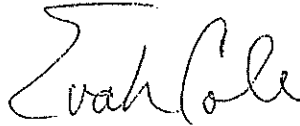
City of Grosse Pointe Woods  
April 1, 2014  
Page 2

Please send the required documents by e-mail to [TreasRevenueSharing@michigan.gov](mailto:TreasRevenueSharing@michigan.gov) or by mail to:

Michigan Department of Treasury  
Office of Revenue and Tax Analysis  
PO Box 30722  
Lansing, MI 48909

Congratulations to you on the grant award. We appreciate your interest in the CGAP and look forward to working with you on this project. We ask that you inform all participating local units of this intent to award. If you have any questions, please let us know. We can be reached at (517) 373-2697.

Sincerely,

A handwritten signature in black ink, appearing to read "Evah Cole". The signature is fluid and cursive, with the first name "Evah" and last name "Cole" clearly distinguishable.

Evah Cole, Administrative Manager  
Office of Revenue & Tax Analysis

Enclosures

c: Mr. R. Kevin Clinton, State Treasurer  
Mr. Brom Stibitz, Director, Bureau of Executive Operations  
Mr. Jay Wortley, Director, Office of Revenue & Tax Analysis  
Mr. Edward Koryzno, Director, Bureau of Local Government Services  
Ms. Claire Allard, Senior Strategy Advisor and Director of Good Government  
Mr. Terry Stanton, Administrator, Communications Division

## PROPOSED RESOLUTION

A regular meeting of the City Council of the City of Grosse Pointe Woods, County of Wayne, State of Michigan (the "City"), was held on , 2014, at 7:30 o'clock p.m., Eastern Standard Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by, seconded by :

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Competitive Grant Assistance Program (CGAP) grant in the amount of \$500,000 toward reimbursement of capital expenditures required to implement a Three-City Grosse Pointe Dispatch Consolidation, and

WHEREAS, the State of Michigan requires each municipality's governing body to approve a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's CGAP program, and

WHEREAS, the State of Michigan requires a resolution and copies of the minutes from the date of the meeting at which the resolution was approved to be provided by Monday, June 2, 2014;

NOW, THEREFORE, BE IT RESOLVED THAT the City of Grosse Pointe Woods Mayor and City Council hereby authorize participation in the Three-City Grosse Pointe Dispatch Consolidation project and on behalf of the City of Grosse Pointe Woods authorize City Administrator Alfred J. Fincham and City Clerk Lisa K. Hathaway to provide this resolution and minutes indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the CGAP grant requirements, subject to approval by the City Attorney.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

### CERTIFICATION

I, Lisa Kay Hathaway, Clerk of the City of Grosse Pointe Woods, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Council on , 2014, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be, or have been, made available as required by said Act.

Lisa Kay Hathaway, City Clerk  
April 22, 2014

**KELLER THOMA**  
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW  
440 EAST CONGRESS  
5TH FLOOR  
DETROIT, MICHIGAN 48226  
313.965.7610  
FAX 313.965.4480  
www.kellerthoma.com

RECEIVED

APR 09 2014



CITY OF GROSSE PTE. WOODS

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

Attention: Mr. Al Fincham, City Administrator

April 01, 2014

Client: 000896

Matter: 000000

Invoice #: 104564

REGARDING: GENERAL MATTERS

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

**TOTAL**

**\$1,113.75**

**KELLER THOMA**  
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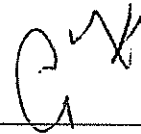
CITY OF GROSSE POINTE WOODS  
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Invoice #: 104564

Attention: Mr. Al Fincham, City Administrator

Page: 1

RE: GENERAL MATTERS



For Professional Services Rendered through March 31, 2014

DATE	ATTY	DESCRIPTION	HOURS
03/11/2014	DBD	Attention to preparation for and attendance at contract negotiation session with the AEMT bargaining unit (POLC); attention to conference with Mr. Fincham and Ms. Irby with respect to the same; attention to telephone call from City Administrator Fincham and City Attorney Bershback with respect to possible action by City Council with respect to contracting of services.	3.25
03/12/2014	DBD	Attention to City Administrator Fincham with respect to pending contract negotiations with the POLC (AEMT unit).	0.25
03/13/2014	DBD	Attention to conference with respect to pending possible contracting with the paramedic unit and pending TPOAM contract negotiation matters.	2.25
03/19/2014	RWF	Attention to review of correspondence from Mr. Fincham regarding pending labor matter; telephone call to Mr. Fincham regarding same.	0.25
03/20/2014	RWF	Attention to review of correspondence from Mr. Fincham regarding pending labor matter; attention to preparation of correspondence to Mr. Fincham regarding same.	0.50
03/21/2014	RWF	Telephone call to Mr. Fincham regarding employee leave matter.	0.25
Total Services			\$1,113.75

**KELLER THOMA**  
A PROFESSIONAL CORPORATION

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

Attention: Mr. Al Fincham, City Administrator

April 01, 2014  
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RE: GENERAL MATTERS

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ATTORNEY		HOURS	RATE	AMOUNT
DBD	DENNIS B. DuBAY	5.75	\$165.00	\$948.75
RWF	R. W. FANNING, JR.	1.00	\$165.00	\$165.00
Total Amount Due				\$1,113.75

