CITY OF GROSSE POINTE WOODS 20025 Mack Plaza Regular City Council Meeting Agenda Monday, June 17, 2013 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. APPOINTMENT/ OATH OF OFFICE
- A. Deputy City Assessor Jerry Jackson
 1. Memo 06/03/13 City Assessor
- 7. MINUTES
- A. Council 06/03/13
- B. Committee-of-the-Whole 06/03/13
- C. Planning Commission 04/23/13
- D. Citizens Recreation Commission 04/09/13
- E. Citizens Recreation Commission Excerpt 06/11/13, w/recommendations
 - 1. Boat Storage
- 8. COMMUNICATIONS
- A. Application for Permit to Hold A Parade: Pregnancy Aid, Inc.
 - 1. Application 05/24/13
 - 2. Certificate of Liability Insurance
- B. Resignation Beautification Commission
 1. Email 06/03/13 Joan Grossman
- C. Convention: Michigan Municipal League
 - 1. Conference Brochure
 - 2. Registration Form
- D. Grosse Pointe Hometown Parade
 - 1. Memo 05/29/13 City Administrator
 - 2. Brochure
- E. Monthly Financial Report May 2013
- A. Verison Business Service Agreement
 - 1. Memo 06/06/13 Information Technology Manager
 - 2. Service Agreement
- B. Contract Collections Specialist/Court Officer James Lafer
- 9. BIDS / PROPOSALS/ CONTRACTS

- 1. Memo 05/23/13 City Administrator
- 2. Letter May 2013 City Attorney
- 3. Independent Contractor Agreement
- C. Appointed Officials Employment Agreements
 - 1. City Council Excerpt 05/06/13
 - a. City Administrator
 - b. Treasurer/Comptroller
 - c. City Clerk
 - d. City Assessor
- D. Workers Compensation /Budget Amendment
 - 1. Memo 06/10/13 City Administrator/Treasurer-Comptroller
- E. Purchase: Payroll Software
 - 1. Memo 06/10/13 Treasurer/Comptroller
 - 2. Proposal for Software and Services BS&A Software

- 10. ORDINANCES
- A. FIRST READING: An Ordinance to Amend Chapter 2, Article IV Employee Benefits, Division 2 Retirement System of the Code of Ordinances of the City of Grosse Pointe Woods, Michigan by Amending Section 2-301 and Section 2-302 to Reflect the Current Percentage of Member's Final Average Compensation Multiplier and the Total Maximum Multiplier and by Amending Section 2-314 to Reflect the Current Percentage of Non-Covered Members Contribution to the Retirement System thereby bringing the above Sections Up to Date with Current Collective Bargaining Agreements
 - 1. Letter 06/11/13 City Attorney
 - 2. Proposed Ordinance
- B. FIRST READING: An Ordinance to Amend Chapter 50 Zoning, Section 50-1 to Define Drive-Thru Facilities and by Adding Language Excluding Drive-Thru Facilities in the C-Commercial District Sec. 50-370(2) and C-2 High Intensity District Sec. 50-419(1)(f)
 - Resolution of the Planning Commission recommending adoption of Zoning Ordinance Amendment Regulating Drive-Thru Restaurants 05/28/13
 - 2. Letter 05/29/13 City Attorney
 - 3. Proposed Ordinance
- A. Commit Fund Balance

11. RESOLUTION

12. CLAIMS/ ACCOUNTS

A. Labor Attorney1. Keller Thoma 06/01/13 – Invoice #101782

13. NEW BUSINESS/PUBLIC COMMENT

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.

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



City of Grosse Pointe Woods, Michigan Memorandum

To:	Mayor and City Council
CC:	Alfred J. Fincham III, City Administrator Dee Ann Irby, City Treasurer/Comptroller
From:	Scott T. Vandemergel, City Assessor
Date:	June 3, 2013
Subject:	Request for confirmation of appointee to Deputy City Assessor position

It is my pleasure, with the confirmation of City Council, to appoint Lester Gerald "Jerry" Jackson, Jr., as Deputy City Assessor for the City of Grosse Pointe Woods. Jerry has been working with the Assessing Department on a contractual basis since November of 2012. He has been instrumental in ensuring a smooth transition in the department, bringing to closure a backlog of Michigan Tax Tribunal Small Claims Division assessment appeals, and working with WCA Assessing field personnel to facilitate their workflow on the residential reappraisal project.

Jerry holds a Michigan Advanced Assessing Officer [MAAO (3)] certification from the State Tax Commission and has 25 years of experience in the field of assessment administration, including prior employment with the Macomb County Equalization Department (1988-1989), the City of Madison Heights (1989-2002), and the City of Sterling Heights (2002-2012).

This request for confirmation does not amend Jerry's hourly rate of pay or amount of workdays per week, but effectuates a transfer from contractor status to part-time employee status. The approved Fiscal Year 2013-14 budget includes continued funding for the services performed.

In accordance with the Code of the City of Grosse Pointe Woods:

Sec. 2-90. - Office created. The office of deputy city assessor is hereby created. (Ord. No. 822, 6-16-2008)

Sec. 2-91. - Duties.

The deputy city assessor shall have full power and authority to act for and on behalf of the assessor during the assessor's absence from the city, the assessor's incapacity to act and at such other times as the assessor may direct in writing. The term "absence from the city" shall be deemed to mean any absence other than casual absence in the ordinary routine of business activities and living activities while the assessor is residing at his or her residence. (Ord. No. 822, 6-16-2008)

Sec. 2-92. - Bond required.

The deputy city assessor shall qualify under such bond as the council may direct and shall be held accountable for the administration of such office to the assessor. (Ord. No. 822, 6-16-2008)

Sec. 2-93. - Appointment.

The office of deputy city assessor shall be appointed by the assessor with confirmation by the council. Such appointee shall perform all other services as may be required by the assessor in addition to any of the services required by the assessor. Appointees shall hold office at the will and pleasure of the assessor. (Ord. No. 822, 6-16-2008)



MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, JUNE 3, 2013, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:34 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 Don 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:

Mike Fuller, Planning Commission Dennis Hyduk, Beautification Commission

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

Motion carried by the following vote:

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

Absent: None

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

- 1. City Council Minutes dated May 20, 2013;
- 2. Committee-of-the-Whole minutes dated May 13, 2013.

Motion carried by the following vote:

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

Motion by Granger, seconded by McConaghy, regarding **Beautification Commission** – **Legacy Award**, that the City Council concur with the Beautification Commission at their meeting on April 10, 2013, to create an annual Legacy Award for business property owners who have demonstrated continued excellence in landscaping and building appearance for at least ten years after the achievement of the Landmark Award.

Motion carried by the following vote:

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

The Mayor appointed Giles Wilborn to the Historical Commission with a term to expire December 31, 2015.

Motion by Bryant, seconded by Shetler, regarding **Historical Commission appointment**, that the City Council voice no objection to the Mayoral appointment of Giles Wilborn to the Historical Commission, with a term ending December 31, 2015.

Motion carried by the following vote:

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

There was a concurrence of the City Council to move **Proclamation – Michigan Teacher of the Year; Gary Abud Jr. Grosse Pointe North** as next item on the agenda.

Motion by Bryant, seconded by Shetler, regarding Proclamation - Michigan Teacher of the Year; Gary Abud Jr. Grosse Pointe North that the City Council voice no objection to issuance of this Mayoral proclamation in recognition of Gary Abud Jr. being named Michigan Teacher of the Year.

Motion carried by the following vote:

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

Absent: None

Hearing no objections from the City Council, the Mayor read and presented the Proclamation to Mr. Abud.

Motion by McConaghy, seconded by Granger, regarding **Lake Front Park – request to park**, that the City Council approve the request of the Edsel & Eleanor Ford Estate and allow Ford House employees to enter through Lake Front Park main entrance on the dates specified in their letter dated May 15, 2013.

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 **Application for Permit/License** – **Vendor/Solicitor/Peddler**, that the City Council approve the applications of Robert J. Sivori and Assistants of WOW! Internet, Cable & Phone for a Permit/License to Solicit in the City of Grosse Pointe Woods.

Motion carried by the following vote:Yes:Bryant, Granger, Ketels, Koester, McConaghy, Novitke, ShetlerNo:NoneAbsent:None

Motion by Granger, seconded by Bryant, regarding **Actuarial Valuation for Other Post Employment Benefits (OPEB)**, that the City Council award a contract to Rodwan Consulting to perform an OPEB actuarial study at a cost of \$8,300.00, to be taken from Account No. 101-223-818.000.

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 **Lake Front Park – Tennis Court Resurfacing**, that the City Council approve a contract with Tennis Courts Unlimited for the preparation and resurfacing of the tennis courts 8, 9, and 10 at Lake Front Park at a cost not to exceed \$10,500.00, to be taken from Account No. 101-774-970.000.

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 **Road Salt 2013/14 Season**, that the City Council approve a contract with Detroit Salt Company to provide 2013/14 road salt supplies at the price of \$46.09 per ton, for a total cost not to exceed \$50,000.00, to be taken from Account Nos. 202-478-757.000 and 203-478-757.000.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **Resolution – commit fund balance**, that the City Council adopt a resolution committing 100% of the Local Street Fund Balance at year end June 30, 2013.

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 **City Attorney**, that the City Council approve the following statements dated May 29, 2013:

- 1. City Attorney Don R. Berschback \$3,797.50;
- 2. City Attorney Charles T. Berschback \$3,990.00.

Motion carried by the following vote:

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

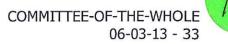
Hearing no objections, the following items were heard under New Business:

 Commissioner Hyduk stated the Grosse Pointe Sunrise Rotary Club is honoring eighteen students from various schools (Grosse Pointe, Harper Woods, and St. Clair Shores) with scholarships. He invited City Council to attend the event being held at the Hill Restaurant on June 4th at 7 a.m.

Motion by Bryant, seconded by Ketels, to adjourn tonight's meeting at 7:52 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, JUNE 3, 2013, 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 Director of Public Services Ahee

Also in attendance was Deputy Clerk Ryska.

Mayor Novitke called the meeting to order at 8:01 p.m.

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

Motion carried by the following vote:

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

The Committee then began to discuss **Retiree Health Care and the Employee Handbook.** The City Attorney provided an overview by discussing changes that were made to the handbook with respect to retiree healthcare, and the differences between the handbook and the TPOAM contract. In order to save on legacy costs, the handbook changed nonunion, salaried staff to an HSA (at a cost of \$1,800 per year times the number of years worked) for employees hired after August 1, 2008, which date was established by using the first day of the next month following the last employee's date of hire, that being July 7, 2008, at the time the handbook was being revised. The TPOAM contract establishes a July 1, 2007, hire date. Two employees were hired after July 1 under the Retiree Health Care provision, not HSA, the Treasurer/Comptroller and Deputy Clerk.

The Deputy Clerk is requesting to participate in the HSA group; the Treasurer/Comptroller wishes to remain under the current Retiree Health Care program, the one under which they were hired.

The City Attorney stated that the City cannot treat two employees differently due to potential legal ramifications, and if the date in the handbook were to change to July 1, it must be retroactive back to the date of hire, which would be a cost to the City of \$10,800 per employee.

Establishing an HSA group was for the purpose of cutting legacy costs and is a program that is not as good for the employee as the current retiree healthcare program.

The Deputy Clerk provided an overview basically recapping her memo. She stated her intent was not to change the benefits of the Treasurer/Comptroller, but to ensure her own family's benefits as much as possible.

It was confirmed that when both employees were hired, the retirement health care plan they were hired under is what they have currently; the policy written in the handbook does not take away a benefit that they received previously upon hire.

Following discussion, there was a consensus of the Committee to not change the date in the employee handbook; remaining August 1, 2008.

Motion by Granger, seconded by Shetler, that Retiree Health Care and the Employee Handbook be removed from the Committee-of-the-Whole agenda.

Motion carried by the following vote:

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

The following items were discussed under New Business:

- Gary Abud Michigan Teacher of the Year signage is to be placed at two entrance ways into the City. There was a concurrence of the Committee not to exceed a cost of \$750 per sign, and sign verbiage is to be sent to Council for review.
- A complaint was received regarding pending sod replacement since July. The Director of Public Services stated he will have sod replaced this week.
- A standing water complaint. The City Administrator is addressing the matter.
- The item regarding use of rubbish containers is scheduled for a future Committee-of-the-Whole meeting. Administration was requested to provide costs and comparisons to the other Grosse Pointes.

Motion by Bryant, seconded by Ketels, that the meeting of the Committee-of-the-Whole be adjourned at 9:05 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway City Clerk

Approved by Commission 7C

PLANNING COMMISSION 04/23/13 - 010

MINUTES OF THE PLANNING COMMISSION OF THE CITY OF GROSSE POINTE WOODS HELD ON TUESDAY, APRIL 23, 2013, 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 Evola.

Roll Call: Chair Evola Fuller, Gilezan, Rozycki, Vaughn

Absent: Hamborsky, Stapleton, Vitale

Also Present: Building Official Tutag Recording Secretary Babij Ryska

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

MOTION CARRIED by the following vote:

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

Chair Evola welcomed Council Member Ketels, as Planning Commission Representative for being in attendance at tonight's meeting.

Motion by Vaughn, seconded by Rozycki, 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: Evola, Fuller, Gilezan, Rozycki, Vaughn

NO: None

ABSENT: Hamborsky, Stapleton, Vitale

Motion by Gilezan, seconded by Rozycki, regarding Approval of Minutes, that the Planning Commission Meeting minutes dated March 26, 2013 be approved.

MOTION CARRIED by the following vote:

Evola, Fuller, Gilezan, Rozycki, Vaughn YES:

NO: None

ABSENT: Hamborsky, Stapleton, Vitale PLANNING COMMISSION 04/23/13 - 011

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

- The Harper Woods Master Plan future land use map is to remain as is, however, they will seriously consider additional regional shopping facilities at the Eastland Village Apartments and at the land on the south side of Vernier east of Beaconsfield.
- Detroit has approved the Helistop at St. John's Hospital. Recently the Coast Guard was flying over the area to establish GPS coordinates. A Nixle alert was sent to residents informing them of the interruption.
- At their meeting last night, the Committee of the Whole discussed the Planning Commission vacancy and asked that Council Members submit names before June.
- The Rivers project is going up at a phenomenal rate, the condos are almost complete and all residents are expected to be able to move in September 2013. The footings and floors are being installed for the independent living building with an expected completion of January 2014.
- Will have a vacancy report at May's meeting.
- Biggby Coffee is moving into the old Peoples State Bank at Mack and Brys.

Commission Member Vitale was not present to give the **April 2013 Council Reports**. Council Member Ketels offered the following discussion:

- All members of the Committee of the Whole were agreeable to the proposed Ordinance regarding to amend Chapter 50 Zoning by defining drive-thru facilities.
- Mayors Mack Avenue Business Study Committee will meet tomorrow. Alex Lucido will address the Committee, giving a commercial real estate perspective. Submit items to be addressed by the Committee to Council Member Ketels.
- The next Committee of the Whole meeting will address the city's parking meters. Many of the current meters are in disrepair; a number of replacement options are on the table.

Commission Chair Evola will attend the May Council meetings.

The following **Subcommittee Reports** were provided:

2020 Plan – Commission Member Gilezan noted that the sub-committee met a couple weeks ago and worked to convert the Mack Ave enhancement presentation into an electronic format in preparation of the workshop meeting in May.

Special Sign Ordinance – Commission Member Vaughn noted that the sub-committee met last week and discussed the survey of neon and illuminated signs on Mack Ave that was done approximately six months ago. The sub-committee agreed to not make any specific recommendations at this time with the intention of meeting with business owners to get their perspective. Additionally, the sub-committee requested placement on a Mayor's Mack Avenue Business Study Committee agenda. Council Member Ketels stated that the Committee may be able to accommodate the request at the May or June meeting.

PLANNING COMMISSION 04/23/13 - 012

Hearing no objections, the following items were heard under **New Business**:

• Building Official Tutag noted that the Committee of the Whole was pleased with the language of the proposed Zoning Ordinance amendment regarding drive-thru facilities. The next step is to set a public hearing with the Planning Commission.

Motion by Rozycki, seconded by Vaughn, that the Planning Commission schedule a **Public Hearing** at the regular meeting on May 28, 2013, to amend Chapter 50 Zoning, Section 50-1 to Define Drive-Thru Facilities and by Adding Language Excluding Drive-Thru Facilities in the C-Commercial District Sec. 50-370(2) and the C-2 High Intensity District Sec. 50-419(1)(f).

MOTION CARRIED by the following vote:

YES: Evola, Fuller, Gilezan, Rozycki, Vaughn

NO: None

ABSENT: Hamborsky, Stapleton, Vitale

- Building Official Tutag noted that he has received plans for a cellular tower at Crosspointe Church on Mack and E. 8 Mile Rd. The City and applicant are currently in disagreement over the application procedure for installation of cellular towers imposed by new legislation.
- Commission Member Vaughn stated he will defer his report on the Appeals case that overturned a cell tower denial in West Bloomfield until the next meeting when more members are present.

Motion by Rozycki, seconded by Gilezan, to adjourn at 8:11 p.m. Passed unanimously.

Approved by Commission 05/14/13

Citizen's Recreation Committee Meeting Minutes

Meeting of the Citizen's Recreation Commission held on April 9, 2013 at 7:00 p.m. in the conference room at City Hall, 20025 Mack Ave, Grosse Pointe Woods, Michigan 48236.

Present:

Not Present Mike Soviak

Bill Babcock Joe Dansbury Gilbert Heim Barb Janutol Tom Jerger Mark Miller Mike Moore Amanda York

ALSO PRESENT:

Nicole Byron and George McMullen

Call To Order: 7:00 p.m.

Approval of Minutes:

Motion to accept the minutes from March 12, 2013 by Mark Miller and seconded by Joe Dansbury.

Motion passed by the following vote:

Yes: Babcock Dansbury, Heim, Janutol, Jerger, Miller, Moore and York

No: None

Absent: Soviak

Council Meeting Report:

Even with budget costs, the level of service for our parks should remain the same this summer. Dredging started today.

Supervisor's Report:

Since dredging began today, no early marina usage will be available. As per marina contract, the Marina will open May 1st.

Dock approaches are being replaced where needed and fixes for electricity hook ups are also being done.

Perch Derby flyers are ready and were approved. Joe Dansbury has contacted previous donors.

Winter Fest 2014 will be held on Saturday February 1, 2014

Wally's has the concession at Lakefront Park this year.

New Business:

Boat storage information received and presented by Amanda York indicates that there is currently no zoning ordinance in St. Clair Shores that might inhibit this plan. Pricing should be determined as soon as possible and a contract should be drawn up and submitted to the city attorney for approval.

Adjournment:

Motion was made to adjourn the meeting by Mark Miller and seconded by Joe Dansbury

Motion passed by the following vote:

Yes: Babcock, Dansbury, Heim, Janutol, Jerger, Miller, Moore and York

No: None

Absent: Soviak

Meeting Adjourned at 7:38 p.m.

The next regularly scheduled meeting will be at 7:00p.m.on Tuesday, May 14, 2013.

Respectfully submitted by:

Barbara Janutol, Secretary

bajanutol@gmail.com



Citizens Recreation Commission Excerpt (Pending Approval) June 11, 2013

Old Business

We ask that the following motion be included on the <u>next council agenda</u>:

A motion was made by Mark Miller and seconded by Gib Heim to recommend <u>boat storage</u> (on trailers only) in the parking lot between the bathhouse and the concession stand at Lakefront Park, as available, for a period of 6 months beginning November 1, ending April 30^{th,} at a cost of \$250.00 per boat, for <u>residents only</u>, with the revenue used for Lakefront Park upgrades.

Motion passed by the following vote:

Yes:Dansbury, Heim, Janutol, Jerger, Miller, Soviak and York.No:NoneAbsent:Babcock and Moore

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3.	ROWN & BROWN OF DETR 50293 P:(866)467-873 D BOX 29611	0	T] F:	INC/PHS (877)538-8526	PHONE (A/C, No, Ext): (8) E-MAIL ADDRESS:	66)467-87	30 FAX (A/C, No)	: (877)538-8526
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A	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$ 10,000
	X General Liab	X	IЦ	35 SBA RV7831	09/01/2012	09/01/2013	PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
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	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
7	ANYAUTO						BODILY INJURY (Per person)	\$
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	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	\$
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The	Should any of the above described policies be cancelled Before the expiration date thereof, notice will be Delivered in Accordance with the policy provisions.							
	25 MACK PLAZA DR				AUTHORIZED REPRESEN			
GRC	SSE POINTE WOODS, M	Ι	482	36	Jac	. Taile	ant	
ACO	RD 25 (2010/05)	Тн	e AC	CORD name and logo are	© 19	88-2010 AC	ORD CORPORATION.	All rights reserved.

The ACORD name and logo are registered marks of ACORD

Lisa Hathaway

From: Sent: To: Subject: Vicki Granger [grangergpw@aol.com] Tuesday, June 04, 2013 12:05 PM Robert E Novitke; Alfred Fincham; Lisa Hathaway Fwd: Resignation

see below

Vicki Granger grangergpw@aol.com 313.460.5250

-----Original Message-----From: Eric Reiter <<u>ericjreiter@hotmail.com</u>> To: Vicki Granger <<u>grangergpw@aol.com</u>> Sent: Mon, Jun 3, 2013 2:23 pm Subject: Fwd: Resignation

FYI

Sent from my iPhone

Begin forwarded message:

From: Joan Gossman <<u>aa4436@wayne.edu</u>> Date: June 3, 2013, 1:04:04 PM CDT To: Eric Reiter <<u>ericjreiter@hotmail.com</u>> Subject: Resignation

Hello Eric:

I want to thank you and the wonderful people on the Beautification Advisory Commission for making me welcome and helping me learn about all of the community service opportunities the City of Grosse Pointe Woods has to offer. I find that I am unable to continue my formal efforts on behalf of the BAC; but will certainly do what I can to encourage beautification efforts.

Would you please let the Commission members know that I so appreciate the friendships I have made and look forward to seeing each of them at events and venues throughout the Pointes. I wish health and happiness to one and all.

Sincerely,

Joan Gossman



General Info

Pre-Convention Speakers Housing/Travel

Mobile Workshops

Community Vendor Excellence Opportunities Award

MML Foundation **Events**

What's Up in the D

General Information

Workshops

How can I register?

REGISTRATION OPENS JUNE 1.

Click here to register online with a credit card. If you need to set up a League account, visit My League using the log-in at <u>www.mml.org</u>. My League is your secure, interactive online League account. It's available to all members and nonmembers, with a quick and easy sign-up process

Convention Registration Policies.

Via Payment with Check:

In order to reduce the amount of printed paper and increase member privacy, the League no longer accepts credit card payments on printable registration forms for League events. Click here to download and print a faxable registration form. Complete and fax to 734-669-4223, then mail with check payable to: Michigan Municipal League PO Box 7409 Ann Arbor, MI 48107-7409.

What is my member type for registration?

MML Liability Pool and/or Workers Comp Members - This includes municipal officials from any community who are members of the Liability Pool and/or Workers Comp Fund and limited associate members of the Liability Pool and/or Workers Comp Fund and limited associate members of the League. Not sure if you are this member-type? Contact Jennifer Orr at jorr@mml.org or 734-669-6341.

Agenda

MML Full & Associate Members - This includes municipal officials from any member community, who are not current members of the Liability Pool and/or Workers Comp Fund.

Business Alliance Program Participants – This includes paid members of the League's Business Alliance Program (BAP). Not sure if you are a BAP participant? <u>Click here</u> to find out.

Nonmember Government Entity - This includes nonmember government entities such as state and federal officials and employees, nonmember townships, nonmember counties, etc.

Nonmember - This includes individuals from nonmember companies who are not currently participating in the Business Alliance Program

Guest - Individuals attending as a guest are not municipal officials. A guest is a nonmember attending Convention with a paid member or nonmembe

Community Partner – This includes leaders in a community who are attending with a member or nonmember community. Examples include: economic development corporations, tourism bureaus, chambers of commerce, small business associations and incubators, neighborhood associations, etc. Please contact Jane Bruck Moore at imoore@mml.org or 734-669-6312 if you would like to find out if you qualify for this special rate.

Meals

Wednesday lunch, Thursday lunch & tour, Thursday Awards Banquet, and Friday breakfast are included with your full Convention registration fee. See info on what is included with the guest fee below

One-day Rate

This year the League is offering a one-day rate for Wednesday or Thursday. Wednesday-only registration includes Wednesday sessions and lunch. Thursday-only registration includes Thursday sessions, mobile workshops, and lunch. Thursday Awards Banquet tickets are sold separately.

Guests

Guests can be registered with Convention attendees to participate in Convention receptions and the Thursday evening Awards Banquet. For an additional fee guests can purchase Wednesday boxed lunch and Thursday mobile workshop and lunch tickets and Friday breakfast tickets. Guest registration does not include admittance to the Convention sessions.

Attire

Dress for the Annual Convention is business casual attire.

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General Info	Pre-Convention Workshops	Speakers	Agenda	Housing/Travel	Mobile Workshops	Community Excelience Award	Vendor Opportunities	MML Foundation Events	What's Up in the D
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Pre-Convention Workshops

Tuesday, September 17

These workshops are available for an additional fee of \$75 each.



Eastern Market Tour: Come Hungry-Leave Happy 9:30 am – 12:00 pm We will visit historic Eastern Market on market day! Attendees will stroll from shed We will east indicating the second se hrewery.

Crisis Communication 1:00-4:00 pm How would you communicate to your residents during a massive power outage? If something terrate happened, would you just hope for the best or are you prepared for the worst? Walker Public Safety Director Catherine Garcia-Lindstrom will discuss communication lessons learned when a police officer was killed in the line of duty in their city. Holland Mayor Kurt Dykstra, an avid social media user, and Matt Bach, the League's director of media relations, will present effective crisis communication techniques and ways to work with the media.



Most Common OMA & FOIA Mistakes & How to Avoid Them 1:00-4:00 pm

Have questions about the Open Meetings Act and Freedom of Information Act? Foster Swift has you covered, Municipal officials need to know these Acts like the back of their hand. But both are filled with nuances that can easily lead to innocent missleps that result in time-consuming headsches, bad publicity, and even costly and potentially damaging litigation. Altorneys from Foster Swift's municipal team will cover the most common OMA and FOIA pitfelts, and ways to avoid them.



Finding Funding: Preparing Your Municipality for the Next Decade 1:00-4:00 pm Dr. Beverly A. Browning will present resources and discussion-generating ideas to help elected officials, council members, city managers, and staff charged with financial change responsibilities. Brainstorming questions include: Are you seeking 5% or more of your general operating budget from private sector funding sources?

 How can you find private sector funding partners?
 Have you set up a nonprofit community improvement fund or collaborated with a to your website set-up for online contributions?
 ts your website set-up for online contributions?

Does your website have a community partner's page with links?
Did you apply for and win a grant to attend this year's conference?

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Tweet #mmlconv	

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General Info	Pre-Convention Workshops	Speakers	Agenda	Housing/Travel	Mobile Workshops	Community Excellence Award	Vendor Opportunities	MML Foundation Events	What's Up in the D
Tuesday,	September 17, 2013						br		m
9:00-4:00 p	m	Pre-Convi		KE	GISTER HER				
2:30 pm		Board of T	Frustees Meetin	g			Conventio	on Home	mmi.org
Wednesd 8:30-9:30 a	ay, September 18, 201. m		fficials Academ	y Board Meeting			<u>c</u>	onvention Blo	<u>ya</u>
10:00 am-1	1:30 am	Parade of	g General Sess Flags ly Excellence A					Connected:	* ***
11:30 am-1	:00 pm	Lunch	-				Get Your Info on t Apps online or din	ectly on your sma	tphone!
12:00-3:30	pm	Silent Auc	tion Bidding				Android Mark	cetplace 🖤 Appl	e Apps 🧐
1:00-2:15 p	m	Breskout	Sassions						
2:30-3:45 p	m	Breakout	Sessions				#mmlconv		
4:00-4:45 p	m	Annual Me	eeting				96fix @96Fix		31 May
4:45-5:45 p 7:05 pm	ก		ce Committee I Out to the Ball (vleeting Same! Foundation Fur	draiser		1	e: There is no place	in world 31 May
	September 19, 2013						bit.ly/11tnACm fb.me/2m0Qefr	#mmiconv	and the second
7:00 am-12	•	Registratio	on Hours						
7:30-8:30 a	m	Michigan /	Association of f	Aayors Breakfast			Transfo	rm Woodward	
8:00 am-2:4	15 pm	Silent Auc	tion Bidding				RT @mmleagu	e: There is no place	tin world aking 31 May PDetroit.
8.30-10:00	am	General S	ession				like #Detroit. Si bit.ly/11tnACm	ee for yourself. #mmiconv #placem	aking
10:15 am-1	:00 pm	Mobile Wo	orkshops & Lun	ch			.@DPGitmartin		
1:15-2:36 p	m	Breakout S	Sassions				C. The Lea	one	31 May
3:00-4:00 p	n	General S	ession				@MMLe	-	o tinu y
4:15-5:30 p	m	Breakout	Sessions					ce in the world like # ourself, bit.ly/11tnA	4Detroit. Cm
6:00-9:00 p	n	Reception	and Annual Av	vards Banquet			-	cemaking .@DPGili by Dan Gilmartin	nartin
Friday, Se	ptember 20, 2013						Expand		
8:30-10:00	am	Closing Br	reakfast & Gene	eral Session			m. The Lea		31 May
		Communit	y Excellence A	ward "Race for the Cu	p" Winner Annound	ed		ague ce in the world like f	Detroit
10:45 am-1;	2:00 pm	MBC-LEO	Meeting				Come see for y #mmlconv #pla Expand	ourself, bit.ly/11tnA cemaking .@DPGil	Cm .
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Pre-Convention General Info Workshops

Speakers

Agenda

Housing/Travel

Mobile Workshops

Community Excellence Award

MML Foundation Opportunities Events

Vendor

What's Up in the D

Housing & Travel

Host Hotel - Marriott Renaissance Center, Detroit Phone: 313-568-8000

Reservation Process Housing reservations will only be accepted for those who have registered for Convention. After registering for Convention, a confirmation email will be sent to you within 48 hours.

The confirmation email will contain your registration information, your personalized housing registration code, and a link to the housing registration form.

The hotel requires that you provide this housing registration form with your personalized code in order to make reservations during the League's Annual Convention.

Marriott Renaissance Center Housing Rates Standard - \$129/night Group room rate cutoff is Friday, August 23, 2013 at 5:00 pm (EST). Hotel rate is subject to applicable state and local taxes (currently 15%).



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Community Pre-Convention Mobile Vendor General Excellence Housing/Travel Speakers Agenda Workshops info Workshops Opportunities Award

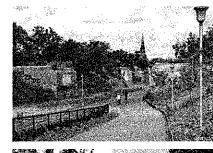
MML. Foundation Events

What's Up in the D

Mobile Workshops

Thursday, September 19

See all the amazing things happening in Detroit. Mobile workshops on Thursday, September 19 are included with the cost of Convention registration. Lunch is also included with each workshop



Bike the DeQuindre Cut

The DeQuindre Cut Greenway, an urban recreational path, is a 1.35 mile pedestrian link between the Riverfront, Eastern Market and many residential neighborhoods in between. Attendees will bike from the Riverfront to Eastern Market Shopping District where you will take a tour of the market and enjoy lunch at Ben's Warehouse Theatre in the Eastern Market Shopping District.

Detroit's Urban Core Housing

Innovation Districts

at the Detroit Historical Museum.

Visit the different kinds of housing stock and neighborhoods in the downtown area. The League's own Sean Mann, a proud and active Detroit resident, will serve as your tour guide. You'll visit the tum-of-the-century Woodbridge National Historical District: a recently renovated 1920's apartment building in Downtown, and new lofts and retail in Midtown. The session will end with lunch at Traffic, Jam and Snug.

An Innovation District is a designated area within a city that encompasses higher-education institutions, and public and

to attract entrepreneurs and encourage cross-disciplinary partnerships. See why the Brookings Institute and the

Governor's office have earmarked Detroit's Midtown as an ideal Innovation District, and what's being done to ture

entrepreneurs and investors to this section of the city. Meet up with sitendees from the Meds. Arts and Eds tour for lunch

private sector industries. They focus investments in high tech sectors and concentrate public infrastructure development to



Public/Private Partnerships

Hear from Dan Gilbert's team members on their visionary placemaking and retail plan for Detroits urban core. The tour will include a trip to and tour of the 1917-vintage Madison Theatre Building where there will be lunch and a session on how local communities can work in collaboration with the private sector to maintain the cultural and historical integrity of a community. Enjoy lunch on the rooftop of The Madison



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Eastern Market Shopping District

The Eastern Market local food district includes more than 250 Independent vendors and merchants processing, wholesaling and retailing food. As many as 40,000 visitors flock here on a market day. This is a rare chance to see the "bones" of the market when it's closed as you visit unique retail shops in the district such as DeVries & Co and the Detroit Cheese

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Company. Lunch will follow at <u>Vivio's Food & Spirits</u> Stair climbing is required for this tour.

Meds, Arts and Eds

See where the holbeds of higher education, medical research and the arts converge in this focused tour of the anchor institutions of the Midtown area. We'll hear from experts on the importance of medical facilities and universities to urban areas. The tour will and with lunch at the <u>Detroit Historical</u> <u>Museum</u>, where you'll meet up with attendces from the Innovation District tour.



HEROM HEROMONICAL MUNICIPAL

Detroit's Music History

From Motown and Jazz to Techno music, hear about the history of music in the Motor City and its influence on the world. Feet on the Street Teurs will highlight landmark music venues as they take you through the Harmonie Park/Paradise valley section of the city, with a brief stop at the Carr Center for the Arts. It will end with lunch at Ben's Warehouse Theorem Theatre.

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Pre-Convention General Workshops Info

Speakers

Housing/Travel

Agenda

Mobile Workshops

Community Excellence Award

MML Foundation Opportunities Events

What's Up in the D

Community Excellence Award – You Be the Judge!

Wednesday, September 18, 9:00 am Friday, September 20, 8:30 am

Join us in this good-natured competition and cheer for Michigan's best. See the Community Excellence Award Presentations on Wednesday, September 18, when the regional finalists unveil their winning presentations.

You are the official judges. Your votes alone will decide which community takes home the Cup. After the general session, cast your vote at the official Community Excellence Award Voting Booth.

Don't miss the Cup Presentation Breakfast on Friday, September 20, where you can enjoy breakfast with new friends and be part of the sixth annual Community Excellence Award Cup Presentation.



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Municipality Name

Contact Name (person completing this form)

michigan municipal league Annual Convention, Sept. 17-20 - Detroit

_ City, State, Zip ____

	1	-	m	-

Address

Fax

Thene	
Attendee Information (please complete another form if	f registering more than one attendee)
Name	Nickname

Nickname

*Email *Hotel housing code will be sent here

Guest Name (if applicable)

Day Rate: Early Rate by Day Rate: Rate after **Registrant Type** Thurs, 9/19 only 8/23/13 8/23/13 Wed, 9/18 only (does not include banquet) MML Liability Pool and/or Workers Comp Members \$349/person \$649/person \$200/person \$200/person \$449/person \$749/person \$250/person \$250/person MML Full & Associate Members/ BAP Participants \$499/person \$899/person \$300/person \$300/person Nonmember Government Entities \$599/person \$999/person Nonmember \$150/person \$150/person Guest (includes reception and banquet only)

Additional Meal Options	
MI Women in Municipal Gov't Breakfast, Wednesday 09/18	\$30
MI Association of Mayors Breakfast, Thursday, 09/19	\$30
Banquet Ticket (with Thursday Only rate), Thursday, 09/19	\$60
🗌 Guest Meal – Wednesday Lunch, Wednesday, 09/18	\$30
🗌 Guest Meal – Closing Breakfast, Friday, 09/20	\$30

Banquet Meal Selection (Thursday, 9/19)	Registered Delegate	Registered Guest
Chicken		
Fish		
Vegetarian		
Will Not Be Attending		
		29.50

Michigan Municipal League Foundation Events, Wednesday, 09/18, 7:00pm		Mobile Workshops (select one) Thursday, 9/19, 10:15am-1:00pr	
Take Me Out to the Ball Game! Detroit Tigers	\$35	Bike the Dequindre Cut	
Quantity X \$35 = \$		Detroit Music History	
Strolling Reception at the Dossin Great Lakes Museum	\$50	Farmer's/Eastern Market	
Quantity X \$50 = \$		Innovation Districts	
		Meds, Arts & Eds	
		Public/Private Partnerships	
		Urban Core Housing	

Mobile Workshops (select one) Thursday, 9/19, 10:15am-1:00pm	Registered Delegate	Guest (\$35)
Bike the Dequindre Cut		
Detroit Music History		
Farmer's/Eastern Market		
Innovation Districts		
Meds, Arts & Eds		
Public/Private Partnerships		
Urban Core Housing		

Additional Questions	
Does your community wish to participate in the Parade of Flags?	Do you require a vegetarian/vegan meal?
Yes No	Yes No
Do you require special assistance/accommodations? If so, please specify:	

TOTAL \$_____

Online: To register and pay online visit www.mml.org. On the home page located on the right hand side under "My League," click on "Log On" and enter your name and password. After you are logged in, click on "Events." Fax: Please fax registration form to 734-669-4223, then mail with check payable to: Michigan Municipal League P.O. Box 7409 Ann Arbor, MI 48107-7409

Registration Questions?

Call 734-669-6371 or email registration@mml.org. For a full list of Convention registration policies, visit www.mml.org, click on Training/Events, click on Convention Registration Policies.



CITY OF GROSSE POINTE WOODS MEMORANDUM



DATE: May 29, 2013

TO: Mayor and City Council



RECEIVED

MAY 29 2013

CITY OF GROSSE PTE. WOODS

FROM: Al Fincham, City Administrator

SUBJECT: Grosse Pointe Hometown Parade

The Grosse Pointe Chamber of Commerce is asking the city to participate in the Grosse Pointe Hometown Parade by making a contribution to the event. In the past, the city has participated in this event; however, it was formally coordinated by the Grosse Pointe Village Association and titled the Grosse Pointe Santa Claus Parade.

I recommend that City Council authorize the city to participate in the Grosse Pointe Hometown Parade as a Gingerbread Sponsor, with a donation from the city in the amount of \$1,000. This is not a budgeted item in the 2013/14 budget; however, there are funds available in the Special Projects account #101.101.957.000.

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MAY 21 2013

CITY OF GROSSE PTE. WOODS

Grosse Pointe HOMETOWN

PARADE



Dear Friends,

The Grosse Pointe chamber of Commerce cordially invites your organization to be a sponsor of the Grosse Pointe Hometown Parade on Friday, November 29, 2013.

The parade is expected to bring residents, businesses, organizations, schools and the community at large together to celebrate and enjoy the holiday.

The success of the Grosse Pointe Hometown Parade is made possible through the generosity of businesses and organizations such as yours. We hope we can count on your support as a sponsor.

Sponsorship levels are outlined in the accompanying information. If you have any questions, please call The Grosse Pointe Chamber of Commerce: 313-881-4722

On behalf of the Grosse Pointe Chamber of Commerce and the Grosse Pointe community, thank you for your consideration and support.

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Nora Dennehy Glenn Parade Director Grosse Pointe Chamber of Commerce



Sponsorship Opportunities and Benefits

Santa's Workshop (\$5,000)

Includes the following:

- Prominently listed as premier sponsor on all promotional and press material
- Name recognition, logo and link to company website on the Grosse Pointe Chamber of Commerce Parade website
- Public address and a banner with company name at the "key to the city" ceremony
- A Parade Banner leading off the parade with sponsor's name/logo
- Coverage on the Grosse Pointe War Memorial's community television service Channel 5 and highlighted numerous times during the broadcast
- Recognition in Grosse Pointe Chamber of Commerce Holiday marketing materials

North Pole Sponsor (\$2,500)

Includes the following:

- Name recognition, logo and link to company website on the Grosse Pointe Chamber of Commerce Parade website
- Company name on a banner at the "key to the city" ceremony
- Parade Banner with sponsor's name/logo
- Recognition in all promotional and press material
- Coverage on the Grosse Pointe War Memorial's community television service Channel 5
- Recognition in Grosse Pointe Chamber of Commerce Holiday marketing material

Elves Sponsor (\$ 1,000) Adopt a Band

Includes the following:

- Adopt-A-Band: support a local band for the Grosse Pointe Hometown Parade. A banner with your business name and logo will lead the band
- Name recognition, logo and link to company website on the Grosse Pointe Chamber of Commerce Parade website
- Company name on a banner at the "key to the city" ceremony
- A parade banner with your company name/logo for the parade
- Recognition in all promotional and press material
- Coverage on the Grosse Pointe War Memorial's community television service Channel 5

Gingerbread Sponsor (\$ 1,000) Adopt a Float

Includes the following:

- Adopt-A-Float: support a float from the Detroit Parade Company for the Grosse Pointe Hometown Parade. A banner with your business name and logo will lead the float
- Name recognition, logo and link to company website on the Grosse Pointe Chamber of Commerce Parade website
- Company name on a banner at the "key to the city" ceremony
- A parade banner with your company name/logo for the parade
- Recognition in all promotional and press material
- Coverage on the Grosse Pointe War Memorial's community television service Channel 5

Reindeer Sponsor (\$ 500)

Includes the following:

- Name and recognition, logo and link to company website on the Grosse Pointe Chamber of Commerce Parade website
- A parade banner with your company name/logo for the parade
- Company name on a banner at the "key to the city" ceremony
- Recognition in all promotional and press material
- Coverage on the Grosse Pointe War Memorial's community television service Channel 5

Snowflake Sponsor (\$300)

Includes the following:

- Name and recognition, logo and link to company website on the Grosse Pointe Chamber of Commerce Parade website
- A parade banner with your company name/logo for the parade
- Recognition in all promotional and press material
- Coverage on the Grosse Pointe War Memorial's community television service Channel 5
 - D YES, I would like to become a Sponsor or Donate!

The sponsorship level at which | (we) would like to participate is:

- □ Santa's Workshop \$5,000.00
- □ North Pole Sponsor \$ 2,500.00
- Elves Sponsor \$ 1,000.00 (Adopt a band)
- Gingerbread Sponsor \$ 1,000.00 (Adopt a float)
- □ Reindeer Sponsor \$ 500.00
- □ Snowflake Sponsor \$300.00

Please contact the following person regarding our donation:

Name:_____

Organization:

Address:_____

Telephone:_____

Email Address:

Please complete this form and send your check payable to: Grosse Pointe Chamber of Commerce. Or use your credit card by calling the Chamber: 313-881-4722



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JUN 1 0 2013

CITY OF GROSSE PTE. WOODS

CITY OF GROSSE POINTE WOODS INFORMATION TECHNOLOGY MEMORANDUM

DATE: June 6, 2013

TO: Alfred Fincham, City Administrator

CC:

Gary Capps, Information Technology Manager 1/2, FROM:

SUBJECT: Verizon Business ISP Renewal

I would like to request renewal of our contract with Verizon Business, our Internet Service Provider (ISP). Currently we are paying \$760/mo (local loop nearly \$500 mo from AT&T included in price) which is a budgeted item. Under the new renewal agreement all installation fees are waived, local loop is included for a 3 year term at \$678/mo, a savings of over \$82/mo from our current rates. This pricing is Verizon Business is most aggressive at 52% off MRC and is comparable to Mi-Deal pricing.

Verizon Business provides the City with our Public IP address scheme 63.82.71.0/26 which contains 64 public IP addresses for the City to utilize. Verizon Business is the holder of our HOST and MX records for routing of Web, FTP, and Email traffic and they also spool our email if our systems are offline for any reason. They have been our ISP for over 10 years. During this time we have never had any issue getting support or had any extended outage; in fact we have only experienced 3 outages during this time. Our vendors also use these public IP addresses for access to their hardware/software for maintenance purposes, and remote access to heating and cooling equipment. Our Internal firewall policies are all configured based on this current IP address scheme. Our residential water meter gateways also use this service to report reads to the server at City Hall. All credit card transactions as well as our Payroll system utilize this service. From a technical standpoint there is a huge advantage in staying with our current ISP since no firewall rules will need to be re-configured and IP addresses will not need to be re-assigned to vendors, no software services will need to be re-configured, and there will be no need to re-populate our HOST and MX records throughout the Globe.

The 2013-2014 budget for Internet services is spread across various funds under the contractual services line item #818.

I recommend that Council approve Contract ID: 686713-01, not to exceed \$8200/ year, with Verizon Business Government and Education Segment to provide Internet service to the City of Grosse Pointe Woods for a 3 year renewal period, subject to this amount being budgeted in future budgets, and authorize the City Administrator to sign the Business Service Agreement.

Recommended for Approval as Submitted:

Al Fincham, City Administrator

Irby, City Treasurer/Comptroller

 $\frac{6 - 10 - 13}{\text{Date}}$

Council Approval Required

Verizon Business Service Agreement Contract ID: 686713-01 Billing Code: 03|03C Segment: Government & Education Account Manager: Alison Wells

City of Grosse Pointe Woods (hereinafter "Customer") 20025 Mack Plazza

GROSSE POINTE WOODS, MI 48236

Pricing and/or promotional benefits in this Agreement may not be available if it is signed and delivered to Verizon after June 30, 2013.

Alfred Fincham, City Administrator

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Acceptance Date

General Terms and Conditions

This Verizon Business Service Agreement ("Agreement") is made by and between "Verizon," which refers to Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and any other Verizon affiliates identified in applicable service attachments or the Guide (individually and collectively), and City of Grosse Pointe Woods ("Customer"). The pricing in this Agreement is effective either: a) when Service (defined below) is installed if Customer has no Verizon service at the time this Agreement is accepted by Verizon or b) otherwise, by the first day of the second full billing cycle following acceptance of the Agreement by Verizon, except where a Service Attachment indicates otherwise for a particular service ("Effective Date"). Verizon acceptance occurs upon Verizon's verification that an unaltered Customer-signed document is received by a Verizon implementation center.

Customer Consent to Use of Customer Proprietary Network Information ("CPNI"). Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from Verizon, as well as related local and toll billing information, made available to Verizon solely by virtue of Customer's relationship with Verizon. With Customer consent, Verizon may share Customer CPNI and other Confidential Information among its affiliates, including Verizon Wireless, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Verizon and its affiliates, including local, long distance, wireless, and Internet services (see www.verizon.com for a description of Verizon companies and services). By signing this Agreement, Customer consents to Verizon using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at cpni-notices@verizonwireless.com and cpni-notices@verizonbusiness.com of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service to Customer.

ILECS and Verizon Wireless. The Terms and Conditions below do not apply to Services provided by Verizon incumbent local exchange carriers ("ILECs") or by Cellco Partnership and its affiliates d/b/a Verizon Wireless ("Verizon Wireless"), which are governed solely by the Service Attachments for such Services and, in the case of ILEC Services, applicable Tariffs (defined below). A Verizon Wireless Service Attachment becomes a part of this Agreement only once it is executed by Verizon Wireless and the Customer.

- 1. Services. Verizon will provide the products and services ("Services") in the Services Attachments.
 - Network Access
 - Internet Dedicated Services
- 2. Term and Survival. The "Initial Term" begins upon the Effective Date and ends upon completion of 36 months, at which time the Agreement is automatically extended ("Extended Term") on a month-to-month basis until either party terminates it upon 60 days' prior written notice. The terms of this Agreement will continue to apply during any service-specific commitments that extend beyond the Term. "Term" means the Initial Term and Extended Term.

- 3. Tariff and Guide. Verizon's provision of Services to Customer will be governed by Verizon's international, interstate and state tariffs ("Tariff(s)"), its "Service Publication and Price Guide" ("Guide") at www.verizonbusiness.com/guide, and this Agreement. This Agreement incorporates by reference the terms of each Tariff and the Guide. Verizon may modify the Guide from time to time, and any modification will be binding upon Customer, as provided in the Guide. If a conflict arises, the order of precedence is: (i) Tariffs to the extent applicable (ii) this Agreement (excluding the Guide and Tariffs), and (iii) the Guide. Among the provisions of the Agreement, the order of precedence is: (i) Service Attachments, and (ii) these Terms and Conditions. If Verizon makes any changes to the Guide (other than to Governmental Charges) that affect Customer in a material and adverse manner, Customer may discontinue the affected Service without liability by providing Verizon with written notice of discontinuance within 60 days of the date the change is posted on the Website, unless within 60 days of receiving customer's discontinuance notice, Verizon agrees to remove the material adverse effect on Customer. If a Service is discontinued, Customer's AVC (defined below), will be reduced, as appropriate, to accommodate the discontinuance.
- 4. Rates and Charges; Governmental Charges; Taxes. Customer agrees to pay the rates and charges specified in this Agreement. "Standard" rates and charges means the Verizon Business Services III pricing plan ("VBS III"), where applicable. Except where expressly stated otherwise, all rates and charges are subject to change and 'fixed' rates may be decreased at any time. Verizon may give Customer notice of pricing changes by posting them on the Guide, by invoice message, or by other reasonable means. All charges are exclusive of applicable Taxes, and Verizon may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise). The rates and charges set forth in this Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, charges imposed by a third party other than Verizon, on-site installation, Governmental Charges (defined above), network application fees, customer premises equipment or extended wiring to or at a Customer premises.
- 5. Minimum Annual Volume Commitment. Customer agrees to pay Verizon no less than \$7,500.00 (the "AVC") in Total Service Charges (defined below) in each twelve-month period during the Initial Term ("Contract Year"). "Total Service Charges" means all charges, after application of all discounts and credits, for the Services, excluding Taxes, Governmental Charges, equipment, Verizon ILEC, Verizon Wireless, Document Delivery Fax, non-recurring charges, goods and services acquired by Verizon as Customer's agent, international pass-through access (Type 3/PTT) and charges for international access provided by Verizon (Type 1), charges for security services provided by Cybertrust, Inc. or its affiliates set forth in the Guide as providers of Cybertrust security services, and other charges expressly excluded by this Agreement.
- 6. Underutilization and Early Termination Charges. If Customer's Total Service Charges do not reach the AVC in any Contract Year during the Initial Term, Customer shall pay an "Underutilization Charge" equal to 75% of the unmet AVC. If: (a) Customer terminates this Agreement before the end of the Term for reasons other than Cause; or (b) Verizon terminates this Agreement for Cause pursuant to the Section entitled "Termination; Disconnection Notice," then Customer will pay, within thirty (30) days after such termination: (i) an amount equal to 75% of the unsatisfied AVC remaining during the year of termination, and for each subsequent Contract Year remaining in the Term, plus a pro rata portion of any and all credits received by Customer.
- 7. Payment. Customer will pay all Verizon charges (except Disputed amounts) within 30 days of invoice date. Customer will pay a late payment charge equal to the lesser of: (a) 1.5% per month, (b) the amount indicated in a Service Attachment, or (c) the maximum amount allowed by applicable law. If Customer's account(s) reflect a credit balance, Customer must designate, in writing, within such 30 days the account(s) and charges to which such credit balances are to be applied; Verizon may elect to apply any undesignated credit balance(s) to the account(s) with the oldest unpaid charges. For the avoidance of doubt, the foregoing credit balances will only be applied to accounts for the same Customer entity. A "Disputed" amount is one for which Customer has given Verizon written notice, adequately supported by bona fide explanation and documentation. Any invoiced amount not Disputed within 6 months of the invoice date is deemed correct and binding on Customer. Customer is liable for all fees and expenses, including attorney's fees, reasonably incurred by Verizon in attempting to collect any charges owed under this Agreement.

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- 8. Termination; Disconnection Notice. Either party may terminate this Agreement for Cause (excluding Verizon ILEC or Verizon Wireless Services, which are governed by the applicable Service Attachments). "Cause" means (a) Customer's failure to pay any invoice (excluding Disputed amounts) within 10 days of receiving notice that payment is overdue, or (b) for all other matters, breach by a party of a material provision of this Agreement that the breaching party has not cured within 30 days of receiving notice from the non-breaching party. Verizon may interrupt Service without notice if necessary to prevent or protect against fraud or otherwise protect Verizon's personnel, facilities or services. Customer must provide prior written notice for the disconnection of Service, as specified in the Guide. Notwithstanding such notice, Customer remains liable for any applicable early termination charges in this Agreement.
- 9. Protection of Customer CPNI and Provision of Customer CPNI to Authorized Customer Representatives.
 - 9.1. Verizon will protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or this Agreement.
 - 9.2. Provided that Customer is served by at least one dedicated Verizon representative under the Service Agreements (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.
 - 9.3. Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's on-line customer portal or other on-line communication mechanism.
 - 9.4. Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.
 - 9.5. Customer's notices of authorization or deauthorization must be sent to your service or account manager, and must contain the following information:

-- the name, title, postal address, email address, and telephone number of the person authorized or deauthorized

- -- that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI
- -- the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, if applicable)
- 9.6. During the Service Agreements, Customer will at all times have designated, below, in an attachment containing the same data elements listed below, or in a separate writing sent to the service manager or account manager, up to three representatives ("CPNI Authorizers") with the power to authorize Customer representatives to access CPNI under this Agreement. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)" name, title, postal address, email address and telephone number.

Name			
Title			
Tel. No.	*********		
Postal		 	
Address			
Email Address			

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Name	
Title	
Tel. No.	
Postal Address	
Address	
Email Address	

Name	
Title	
Tel. No.	
Tel. No. Postal Address	
Email Address	

- 10. DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
- 11. Disclaimer of Certain Damages/Limitation of Liability.
 - 11.1. Disclaimer of Certain Damages. No party to this Agreement is liable to any other for any indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill, arising in connection with this Agreement, the Services, related products, or documentation, even if the party has been advised, knew or should have known of the possibility of such damages. Nonetheless, each party is liable to the other for consequential damages resulting from its breach of confidentiality obligations under this Agreement.
 - 11.2. Limitation of Liability. Without limiting the provisions of the Disclaimer of Certain Damages sub-section above, the total liability of either Customer or Verizon in connection with this Agreement and the Services is limited to the lesser of (i) direct damages proven by the claiming part(ies) or (ii) the aggregate amounts paid by Customer to Verizon under this Agreement for the six months prior to accrual of the latest cause of action for which the limitation of liability under this sub-section is being calculated (excluding amounts for equipment and the Services of Verizon ILECs, Cybertrust, and Verizon Wireless). Verizon's liability with respect to individual Services may also be limited pursuant to other terms and conditions of this Agreement.
 - 11.3. Exclusions. The Limitation of Liability sub-section above does not limit (A) any party's liability: (i) in tort for damages proximately caused by its willful or intentional misconduct, or by its gross negligence, or (ii) where mandatory local law does not allow the limitation, (B) Customer payment obligations under this Agreement, (C) Verizon obligations to provide credits and waivers under this Agreement or (D) any party's indemnification obligations under this Agreement. The liability restrictions in this section apply whether liability is asserted in contract, warranty, tort or otherwise (including negligence, strict liability, misrepresentation, and breach of statutory duty). The liability restrictions in this section, and the disclaimer of warranties in the preceding section, apply equally to Verizon's suppliers and contractors as they do to Verizon.

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- 12. Confidential Information. Except as required by law or regulation, each party promises that during the Term and for three years after, it will use the other party's Confidential Information only for purposes of this Agreement, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own Confidential Information (but no less than a reasonable degree of care). Such a party may disclose the other party's Confidential Information only to its employees, agents and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know for purposes of this Agreement, and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of Verizon as the related terms of this Agreement. In any case, a party is responsible for the treatment of Confidential Information by any third party to whom it discloses it under the preceding sentence. "Confidential Information" means information (in whatever form) (i) designated as confidential; (ii) relating to this Agreement or potential changes to it; (iii) relating to the party's business affairs, customers, products, developments, trade secrets, know-how or personnel; or (iv) received or discovered at any time that this Agreement is in effect, or otherwise in connection with this Agreement, by a party (including through an affiliate or other agent), which information should reasonably have been understood as Confidential Information of the Party (or one of its affiliates or subcontractors). either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (a) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a non-party free to disclose it; or (d) is developed independently by the receiving party without reference to the Confidential Information. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required or authorized by applicable law. rule, regulation, or lawful process provided that the receiving party, to the extent practicable and permitted by applicable law, rule, regulation, or lawful process, first notifies the disclosing party in order to permit the disclosing party to seek reasonable protective arrangements. Confidential Information (excluding CPNI that is also Confidential Information) remains the property of the disclosing Party and, upon request of the disclosing Party, must be returned or destroyed at the end of this Agreement or the applicable Contract. If there is a breach or threatened breach of this confidentiality provision, the disclosing Party will be entitled to specific performance and injunctive or other equitable relief as a non-exclusive remedy. This clause does not prevent a Party from announcing the existence of the terms of this Agreement or the applicable Contract internally (e.g., to its employees and Affiliates). Verizon shall not be deemed to have received, obtained, discovered, processed, stored, maintained, or been given access to Customer Confidential Information solely by virtue of the fact that (i) Customer receives, transmits, obtains or otherwise exchanges such information through its use of the Services (including without limitation any of Verizon's voice, data, and/or Internet services included in the Services) or (ii) Verizon's Services to Customer may involve the hosting, collocation, transport or other similar handling of such information. Customer is responsible for taking steps to protect the confidentiality and integrity of information, including without limitation Customer Confidential Information, that it receives, transmits, obtains or otherwise exchanges with third parties through its use of the Services, by using, for example, encryption or other security measures for its network transmissions.
- 13. Assignment. Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor upon notice to the other party. A Customer affiliate or successor must meet Verizon's creditworthiness standards for the assignment to become effective. All other assignments are void.
- 14. Service Marks, Trademarks and Name. Neither Verizon nor Customer may: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.
- 15. Compliance with Law; Governing Law; Dispute Resolution. Each party represents and warrants that it will comply with all federal, state, and local laws applicable to the provision or performance of the Services under this Agreement. This Agreement is governed by the laws of the State of New York without regard to its choice of law principles. Non-U.S. Services are subject to applicable local laws and regulations in any countries where those Services originate or terminate, including applicable locally filed Tariffs. Any claim or dispute ("Dispute") arising out of or relating to this Agreement (other than claims relating to indemnification and equitable relief) must be resolved by binding arbitration of a single arbitrator under the rules of the American Arbitration Association at a mutually agreed upon location. The arbitrator must base his or her decision upon this Agreement and applicable law, and has no authority to order consolidation or class arbitration, or award punitive damages or any other relief beyond what the Agreement provides. The arbitrator must apply applicable statutes of limitation, subject to limitation of actions terms set forth in this Agreement. The parties agree that all Disputes must be pursued on an individual basis in accordance with the procedure noted above, and waive any rights to pursue any Dispute on a class basis, even if applicable law permits class actions or class arbitrations.

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16. Notices. All communications hereunder, including disconnection notices, must be made to Customer at the address below and to Verizon at notice@verizon.com, following the procedures in the Guide.

To Customer	With a copy to:
City of Grosse Pointe Woods	
20025 Mack Plazza	
GROSSE POINTE WOODS, MI	
48236	

- 17. Acceptable Use. Use of Verizon's Internet Services and related equipment and facilities must comply with the thencurrent version of the Verizon Acceptable Use Policy ("Policy") (see www.verizonbusiness.com/terms). Verizon reserves the right to suspend or terminate Internet Services effective upon notice for a violation of the Policy. Customer will indemnify and hold harmless Verizon from any losses, damages, costs or expenses resulting from any third-party claim or allegation that if true, would constitute a violation of the Policy. Each party will promptly notify the other of any such claim.
- 18. Service Migration. Verizon is in the process of decommissioning certain services that Customer may be purchasing from Verizon, including, without limitation, one or more of the following services (the "Affected Services"):
 - Frame Relay
 - ATM
 - Flexible T1
 - VoIP IP Flexible T1
 - · IP VPN

Verizon will discontinue the commercial availability of the Affected Services at future dates, subject to applicable law. Verizon will provide Customer with written notice of such date for each Affected Service that is being purchased by Customer. In recognition of this pending service decommissioning, Customer agrees that, within six (6) months of the date that this Agreement is fully executed, it will: (i) place orders to fully and completely migrate from the Affected Services to replacement Verizon services; or (ii) discontinue use of the Affected Services. If Customer chooses option (i) above, then Verizon will continue to provide Customer with the Affected Services until the date that Customer's migration is complete. If Customer does not choose either option (i) or option (ii) above within such six (6) month period, then Verizon reserves the right to discontinue the Affected Services as set forth above.

- 19. Entire Agreement. This Agreement (including Service Attachments and Exhibits referenced herein, and other documents incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this Agreement is valid until signed by Customer and accepted by Verizon.
- 20. Additional Attachments: This Agreement incorporates the following Attachment(s):

Services Attachment Promotions Attachment

Approved for Signature

Charles T. Berschback City Attorney

Date:____

Services Attachment

Network Access Services

NETWORK ACCESS

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- 1. Rates and Charges. Customer will pay the monthly recurring charges ("MRC") and one-time charges related to Verizon Business Services III ("VBS III") network access services as follows:
 - 1.1. Network Services Local Access Services. Analog Local Access, DS0 (Hubless) Access, T-1 (DS1) Digital Access, DS3 Local Access and SONET Access (collectively known as "Time Division Multiplexor ("TDM") based access services") are provided pursuant to the Guide provisions relating to Network Services Local Access Services, VBS III. SONET Access is provided on a private carriage basis.
 - 1.2. Ethernet Services. Converged Ethernet Access and Ethernet Private Line National ("EPL") Access (collectively known as "Ethernet Access services") are provided pursuant to the Guide provisions relating to Ethernet Services, VBS III. Ethernet Access Services are provided on a private carriage basis.

2. Discounts.

2.1. Customer will receive the following discount percentage off the MRC listed in the Guide for the following types of VBS III TDM-based Network Services Local Access Services.

Service Type	Discount off MRC	
Access DS0	20.00%	
Access DS1	20.00%	
Access DS3	20.00%	

 Terms and Conditions. Customer commits to pay the applicable circuit MRC for any Network Services Local Access Service circuit of DS3 or larger for a minimum of 12 months from the circuit's original activation date (except if a longer commitment applies), which Customer must pay even if the circuit is terminated sooner (unless terminated by Customer for Cause).

Internet Services

INTERNET DEDICATED SERVICES

1. Rates and Charges.

- 1.1. Monthly Recurring Charges and Non-Recurring Charges.
 - 1.1.1. Customer will pay the monthly recurring charges ("MRC"), which are fixed for the Term of this Agreement, and the non-recurring charges ("NRC"), for Internet Dedicated Services in the contiguous U.S. (includes Internet Dedicated NxT1 Service, Internet Dedicated T1 Service, Internet Dedicated OC3 Service, Internet Dedicated OC12 Service, Internet Dedicated OC48 Service, Internet Dedicated OC192 Service, Internet Dedicated GigE Port Only Service, Internet Dedicated Ethernet Service and Internet Dedicated T3 Service, Internet Dedicated NxT1 Service, Internet Dedicated T3 Service, Internet Dedicated OC192 Service, Internet Dedicated GigE Port Only Service), in Alaska (includes Internet Dedicated NxT1 Service, Internet Dedicated T1 Service, Internet Dedicated T3 Service, Internet Dedicated OC3 Service, Internet Dedicated T1 Service, Internet Dedicated T3 Service, Internet Dedicated OC3 Service, Internet Dedicated OC12 Service, Internet Dedicated T3 Service, Internet Dedicated OC3 Service, Internet Dedicated OC12 Service and Internet Dedicated OC48 Service) ("Internet Dedicated Service") and attendant options listed, as applicable, in the Guide for Verizon Business Services III. Additional charges are also set forth in the Guide for Verizon Business Services III.
 - 1.1.2. Installation may be scheduled between the hours of 8AM and 7PM ET Monday through Friday (excluding holidays). If Customer requires installation outside of these hours, Verizon will charge an additional \$500 fee.
- 2. Discounts. Customer will receive the following discounts off the MRC set forth in the Guide for VBS III, except as otherwise specified:

Service Type	Discount off MRC
Internet Dedicated T1	52.00%
Internet Dedicated NxT1 MLFR	52.00%
Internet Dedicated T3	52.00%
Internet Dedicated OC3	52.00%
Internet Dedicated OC12	52.00%
Internet Dedicated OC48	52.00%
Internet Dedicated GigE Port Only	52.00%
Internet Dedicated Ethernet	52.00%
Internet Dedicated Fast Ethernet	52.00%

3. Terms and Conditions.

- 3.1. Access. Access to a router at a Verizon Network hub near Customer's site may be interrupted for (i) scheduled maintenance (usually scheduled during off-hours at a Verizon hub, such as Tuesdays and Thursdays between 3:00 AM and 6:00 AM local time), (ii) emergency maintenance, or (iii) as otherwise set forth in the Agreement.
- 3.2. Verizon Internet Dedicated GigE Port Only Services. Verizon's Internet Dedicated GigE Port Only Service, and 10GigE Port Only Service are intra-building connectivity products, and thus the Customer's demarcation point must reside within the same building as a GigE-qualified Verizon-owned network hub. To ensure proper installation, Verizon will order all telco lines within the telco facility where the Verizon hub is located.
- 3.3. Customer Obligations Service Not To Be Resold. While Customer can resell Internet connectivity, Customer cannot resell the Internet Dedicated Service in its entirety to another person or entity without the express prior written consent of Verizon. If Customer resells Internet connectivity to end users, Customer is responsible for: (i) providing the first point of contact for end user support inquiries; (ii) providing software fulfillment to end users; (iii) running its own primary and secondary domain name service DNS for end users; (iv) registering end users' domain names; (v) using BGP routing to the Verizon Network, if requested by Verizon; (vi) collecting route additions and changes, and providing them to Verizon; and (vii) registering with the appropriate agency all IP addresses provided by Verizon to Customer that are allocated to end users.
- 3.4. Burstable Downgrade. Customer may downgrade to a lower Burstable Service level if Customer's Measured Use Level is at or below such Burstable Service level for at least two consecutive months and Customer thereafter requests the downgrade in writing.
- 3.5. Burstable Select Upgrades/Downgrades. Customer may change (upgrade or downgrade) its Burstable Select Service Level once within a given calendar month, by requesting the same in writing. The new Service Level and applicable charges will take effect on the first day after the end of the billing cycle during which the written request is received.
- 3.6. Term. The "Service Activation Date" for an Internet Dedicated Service ordered hereunder will be the date the Internet Dedicated Service is available to route IP packets at Customer's site. The term of any Internet Dedicated Service ordered hereunder shall commence upon the Service Activation Date and will automatically renew, expire and terminate according to the terms of the Agreement.

Approved for Signature

Charles T. Berschback City Attorney

Date:_

Promotions Attachment

INTERNET DEDICATED BUNDLED PPO T1 & NXT1 SELECT - VI PROMOTION

Subject to the Conditions below, Customers ordering Verizon's Internet Dedicated Service T1 Price Protected Option ("PPO") or NxT1 MLFR circuits under this promotion ("Promotional Circuit") will receive the following promotional MRC from the pricing table shown below (which also includes the MRC for a local T1 access loop in addition to the Internet Dedicated circuit) and waiver of related standard installation charges as shown below for each Promotional Circuit and associated local T1 access loop, as applicable, for the remaining Term of the Agreement, based on the length of the Term Customer committed to in the Agreement:

Circuit Type	Standard Installation**	Local T1 Access Loop(s)*	1 Year Term MRC	2 Year Term MRC	3+ Year Term MRC
PPO T1	Waived	Included	\$379	\$349	\$339
2xT1	Waived	Included	\$758	\$698	\$678
3xT1	Waived	Included	\$1,137	\$1,047	\$1,017
4xT1	Waived	Included	\$1,516	\$1,396	\$1,356

* Provided via an "MCI Legacy Company" as defined in the Guide.

** Includes both port and access install charges.

Conditions Of Eligibility

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- 1. The following are eligible for this promotion:
 - a. New Promotional Circuits installed after this promotion is included in the Agreement

b. Existing Promotional Circuits being renewed under a new Agreement term with this promotion included in the Agreement.

- c. Upgrades to a Promotional Circuit type installed after this promotion is included in the Agreement
- 2. The Promotional Circuit must be located entirely:
 - a. Within the 48 contiguous states
 - b. Within the selected CLLI areas set forth within the Guide for this promotion
- 3. Eligible CLLI locations are defined in the Service Publication and Pricing Guide and are subject to change.
- 4. Promotion must be included in the Customer's agreement signed and submitted by July 31, 2013.
- 5. Verizon will determine the local access loop provider.

6. Promotional Circuits receiving the benefits of this promotion may not receive the benefits of the following promotions: On The Network IV Lit Building Access, Reach The Network Tiered Access, On The Network V Lit Building Access, On The Network V Cross Connect, On the Network V Cross Connect v2.0, Internet Dedicated Bundled PPO T1 & NxT1 Select II, Internet Dedicated Bundled PPO T1 & NxT1 Select V and Internet Dedicated Bundled PPO T1 & NxT1 Select II, Internet Dedicated Bundled PPO T1 & NxT1 Select II, Internet Dedicated Bundled PPO T1 & NxT1 Select II, Internet Dedicated Bundled PPO T1 & NxT1 Select I, Internet Dedicated Bundled PPO T1 & NxT1 Select I, Internet Dedicated Bundled PPO T1 & NxT1 Select II, Internet Dedicated Bundled PPO T1 & NxT1 Select II, Internet Dedicated Bundled PPO T1 & NxT1 Select II, Internet Dedicated Bundled PPO T1 & NxT1 Select II, Internet Dedicated T1 & NxT1 Select IV, and the Internet Dedicated T1 & NxT1 Select V promotions for any new Promotional Circuits or upgrades to a Promotional Circuit that would otherwise have received the promotional benefits under such promotions.

7. Unless stated otherwise, promotional rates/discounts are in lieu of all other discounts.

8. Customer commits to paying for the Promotional Circuit for the lesser of a minimum of 1 year from the circuit's original Service Activation Date or the length of time remaining on Customer's Term commitment ("Commitment Period"). If Customer terminates any Promotional Circuit ordered under this promotion before the Commitment Period has expired, except for termination for Cause, such termination shall not be effective until 30 days after Company receives written notice of termination ("Termination Date"). In addition to paying all accrued but unpaid charges for the terminated Promotional Circuit incurred through the Termination Date, for each Promotional Circuit terminated Customer will be required to pay, within 30 days after such Termination Date: (a) an amount equal to 75 percent of the monthly recurring charges remaining in the Commitment Period, if any; plus (b) all fees or early termination fees imposed by the access line provider, if any; plus (c) a pro rata portion of any and all credits received by Customer. However, these early termination charges will not apply if Customer terminates a Promotional Circuit to upgrade to a higher-bandwidth, replacement Verizon service and Customer commits to paying for such upgraded Verizon service for a period at least as long as the remainder of the original Commitment Period. In no event will

Approved for Signature

Charles T. Berschback City Attorney

Date:_____

1.



CITY OF GROSSE POINTE WOODS

MEMORANDUM



CITY OF GROSSE PTE. WOODS

Date: May 23, 2013

To: Mayor and Council

From: Al Fincham, City Administrator

Subject: Independent Contractor Agreement/Court Collections

Two years ago, the City entered into an agreement for a court collections officer for our Municipal Court. I am pleased to report that this endeavor has proven to be a very positive one. Since inception, the court collections officer has been successful in collecting approximately \$216,896.00 in outstanding fines and tax garnishments. Just this past year, outstanding fees were recovered through 108 tax garnishments and an additional 202 individuals were located with additional owed monies coming back to the City.

Additional duties of this position are to serve on court days as an officer of the court. This approach relieves the burden of either an overtime expense if staffing is not available in the police department or a reduced shift strength if staffing allows. As the court meets on average, 39 times each year, cost savings are also realized.

The court collections officer has also created a high profile warrant list for the police department. A warrant team then seeks out those on the list and brings them before the Court. Crimes typically range from misdemeanors to felonies and 48 individuals have been arrested through this approach. Restitution owed to crime victims is also recovered.

Court Administrator Susan Tobin has done an excellent job with her staff in coordinating this cost recovery effort. The court collections officer is agreeable to another contract and the exact same terms would apply in this new agreement as in the previous one.

The City Attorney has reviewed and approved the contract agreement for July 1, 2013 through June 30, 2014.

I recommend the attached contract be approved.

CHARLES T. BERSCHBACK

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

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

DON R. BERSCHBACK OF COUNSEL

May , 2013

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

1. 1. 1.

RE. Independent Contractor Renewal for James Lafer / Agenda Item June 17, 2013

Dear Honorable Mayor and Council:

Mr. Fincham requested that I update Jim Lafer's Independent Contractor Agreement. The enclosed contract is identical to the contract signed last year except for date changes.

It would be the prerogative of Council to move that the City enter into an Independent Contractor Agreement with James Lafer based on identical terms as last year and that the Council direct the City Administrator to sign the Agreement.

Very truly yours,

CHIP BERSCHBACK

CTB:nmg Enclosures Skip Fincham cc: Lisa K. Hathaway

GROSSE POINTE WOODS INDEPENDENT CONTRACTOR AGREEMENT COURT COLLECTIONS

THIS AGREEMENT entered into this _____ day of June, 2013, between the City of Grosse

Pointe Woods, a Municipal corporation ("City"), and James Lafer ("Lafer") both of whom agree as

follows:

WHEREAS, the City desires to retain the services of Lafer as a Collections Specialist/Court

Officer for the City of Grosse Pointe Woods;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

Section 1 – DUTIES:

A. <u>Collections Specialist/Court Officer Job Duties</u>: Assist with monetary reimbursements and collections for the Court, assist individuals to establish payment plans (including tax intercepts), and enforce established payment plans, case flow management, production of judicial documents, scheduling court proceedings, reviewing of financial records, and handling customer contracts. No supervisory role, however, may train, guide, or lead employees in the designated work unit. On days that Court is in session, act as Court Officer with functions to include assisting with metal detector, courtroom security, protecting the judge, jury, and other participants. Provide general assistance to the judge by ensuring that the court room is in order, delivering case files, sequestering juries, transporting prisoners, and performing related tasks.

B. The above referenced position is an independent contractor position excluded from

any bargaining unit and not represented by any labor organization.

Section 2 – COMPENSATION:

A. The City agrees to pay \$18.00 per hour for services rendered as described above. Amount of hours per pay period are flexible and at the sole discretion of the City. Lafer to provide an invoice to the City on a bi-weekly basis.

B. Since Lafer is an independent contractor, and not an employee of the City, the parties acknowledge that this Agreement does not include fringe benefits of any kind. Lafer is responsible for any workers compensation and unemployment benefits requirements as required by law and any

licenses or certifications as may be required by law. The City will not withhold Federal and State income taxes and FICA taxes from the amounts earned, and will issue a Form 1099 to Lafer.

C. The City may adjust Lafer's pay rate in response to budget considerations; either reducing same or increasing same.

Section 3 - TERM:

A. The term of this agreement shall be for one year effective July 1, 2013 through June
30, 2014, with an option to renew at the City's sole discretion.

B. The City may terminate Lafer's services with or without cause, with or without notice, at any time.

C. Lafer may terminate his services with the City at any time.

Section 4 – GENERAL PROVISIONS:

A. This Agreement constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter thereof. It also supersedes any and all other agreements or contracts, either oral or written between the parties with respect to the subject matter thereof.

B. Notices pursuant to this Agreement shall be deemed as given if served personally or if deposited in the custody of the United States Postal Service, postage prepaid to the following:

City of Grosse Pointe Woods James Lafer City Clerk 20025 Mack Plaza Grosse Pointe Woods, MI 48236

C. This Agreement shall become effective on the date it is signed by the City Administrator.

D. It is acknowledged that both the City and Lafer have drafted this contractual employment agreement, including the language and provisions contained therein, and have had the opportunity to have such reviewed by counsel.

2

E. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

F. Confidentiality: Lafer agrees and understands that data and information he accesses through the Court system and obtains from Court participants is confidential and can only be used for purposes as provided by law. Lafer agrees to keep such information confidential and not to release such information unless authorized in writing by the City Administrator or as allowed by law.

G. Indemnification: Lafer, his agents and assigns hereby holds the City, its elected and appointed officials, employees and agents harmless for any liability, claims, debts, or causes of action which may result from his/their gross negligence or intentional misconduct. Lafer hereby agrees to abide by all local state and federal laws regarding debt collection as may be applicable.

H. Entire Agreement: This agreement supersedes any other discussions or agreements either oral or in writing between the parties and represents the entire agreement between the parties. Any modification to this agreement must be in writing.

> CITY OF GROSSE POINTE WOODS A Municipal corporation

Approved for Signature Beiorbouch

Charles T. Berschback City Attorney

6-17-13 Date:_

By: ____

ALFRED FINCHAM City Administrator

Dated:

By: _

JAMES LAFER

Dated:

3



Motion by Bryant, seconded by McConaghy, regarding **Employment Contracts** – **Appointed Officials**, that the City Council concur with the Compensation and Evaluation Committee at their meeting on April 22, 2013, and extend the contracts of the City Administrator, City Treasurer/Comptroller, City Clerk, City Assessor, and the City Attorney from July 1, 2013, through June 30, 2014, and that there not be any increase in compensation or benefits for the appointed officials at this time.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, Novitke, Shetler No: None Abcent: Kotole

Absent: Ketels

City of Grosse Pointe Woods

CITY ADMINISTRATOR

EMPLOYMENT AGREEMENT

THIS AGREEMENT, signed this $\underline{s}^{\cancel{n}}$ day of June, 2013, by the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the "City", and ALFRED J. FINCHAM hereinafter called "FINCHAM" both of whom agree as follows:

WITNESSETH:

WHEREAS, the City will employ the services of FINCHAM as City Administrator of the City of Grosse Pointe Woods as provided by the City Charter, Code and state law; and,

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

WHEREAS, FINCHAM agrees to the terms and conditions of this Employment Agreement as City Administrator.

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

Section 1 – DUTIES:

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

Section 2 – SALARY:

The City agrees to pay FINCHAM at the rate of an annual base salary of One Hundred Two Thousand and 00/100 (\$102,000.00) dollars, effective July 1, 2013 payable in installments at the same time as other employees of the City are paid. Upon finding satisfactory performance in the future, the City Council may make appropriate adjustments.

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

Section 3 – TERM:

A. The term of this agreement shall be effective from July 1, 2013 through June 30, 2014 unless terminated by either of the parties. FINCHAM will be employed on an at-will status as City Administrator to perform the functions and duties of the position as required by the Code and Charter. He shall also perform such duties and functions as the City Council may, from time to time, prescribe. He shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of FINCHAM with or without cause, with or without notice, at any time.

- B. FINCHAM shall be employed on an AT-WILL BASIS as City Administrator to perform the functions and duties of the position as required by the Code and Charter.
- C. THERE SHALL BE NO EXPECTATION OF RENEWAL OR EXTENSION OF THIS AGREEMENT UNLESS MUTUALLY AGREED UPON IN WRITING BY BOTH PARTIES.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of FINCHAM to resign at any time from his position with the City. However, FINCHAM shall be required to provide thirty (30) days written notice to the City prior to his resigning.
- E. FINCHAM agrees to remain the exclusive employee of the City and neither to accept other employment nor to become employed by any other employer thereafter as long as he remains in the employ of the City.

Section 4 – TERMINATION AND SEVERANCE PAY:

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

Section 5 – FRINGE BENEFITS:

The City reserves the right to reduce or modify any fringe benefit should it determine same to be necessary, desirable or appropriate. FINCHAM qualifies for the following fringe benefits: 1. Contribution to Deferred Compensation Plan: ICMA-RC457 or 401a or an equivalent plan in an amount equal to eight (8%) percent of FINCHAM's salary during the contract period.

FINCHAM agrees to execute any waiver and release from liability in favor of City for payments made to any deferred compensation plan as is required from all employees participating in such programs.

2. FINCHAM shall be entitled to vacation leave, with pay, at the rate of fifteen (15) working days per year from July 1, 2013 through June 30, 2014.

3. <u>Life Insurance</u>. The City shall provide life insurance with double indemnity (accidental death and dismemberment) in the amount of \$45,000.00.

- 4. <u>Delta dental or equivalent coverage</u>. Currently in effect for salaried employees.
- 5. <u>Health Care Coverage While on Leave of Absence Without Pay</u>. See Exhibit A.
- 6. <u>Holiday Leave</u>. See Exhibit A.
- 7. <u>Vacation Leave</u>. See Exhibit A.
- 8. <u>Sick Leave.</u> See Exhibit A.
- 9. <u>Disability Leave</u>. See Exhibit A.
- 10. <u>Funeral Leave</u>. See Exhibit A.
- 11. Leaves of Absence. See Exhibit A.
- 11. <u>Jury Duty Leave</u>. See Exhibit A
- 12. <u>Park Permits After Retirement</u>. See Exhibit A.

Section 6 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

- A. FINCHAM's scheduling of time at work at municipal facilities, meetings and events is expected to be without maximum limitation and shall meet the needs of the City, its businesses and inhabitants.
- B. The minimum workweek shall be 40 hours and there shall be no added compensation for hours worked longer than 40 hours per week.
- C. The City shall be FINCHAM's sole and exclusive employer except as provided herein and except as may be approved by the City Council.

- D. During the term of this contract, the City may establish evaluation criteria, procedures and timetables. This evaluation program is subject to approval by City Council.
- E. There shall be no City car furnished nor any car allowance.

Section 7 – GENERAL PROVISIONS:

- A. This is the entire Agreement between the parties. This Agreement supercedes any and all other Agreements or contracts, either oral or written between the parties.
- B. Notices pursuant to this Agreement shall be deemed given if served personally in the same manner as is applicable to judicial practice or if deposited in the custody of the United States Postal Service, postage prepaid addressed as follows:
 - (1) City Clerk
 (2) Alfred J. Fincham
 City of Grosse Pointe Woods
 20025 Mack Plaza
 Grosse Pointe Woods, MI 48236.
 (2) Alfred J. Fincham
 22645 Pointe Drive
 St. Clair Shores, MI 48081
- C. The parties acknowledge that both the City and FINCHAM have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel.
- D. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

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

CITY OF GROSSE POINTE WOODS

BY:

ROBERT E. NOVITKE

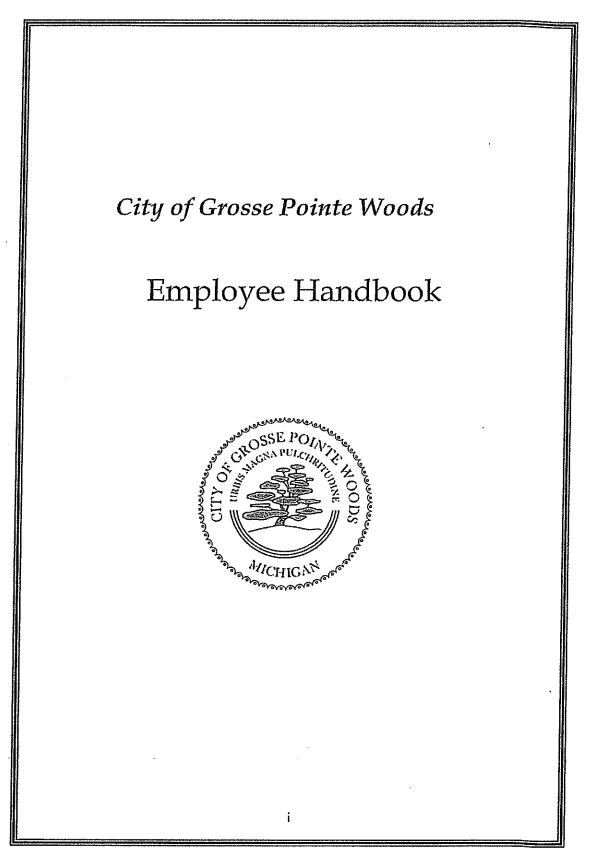
Its: Mayor Dated: June ___, 2013

FRED FINCHAM Dated: June .2013

APPROVED

DON R. BERSCHBACK, Čity Attorney Dated: June <u>5</u>, 2013

APPENDIX A



City of Grosse Pointe Woods

CITY TREASURER/COMPTROLLER

EMPLOYMENT AGREEMENT

THIS AGREEMENT, signed this 5^{kk} day of June, 2013, by the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the "City", and DEE ANN IRBY hereinafter called "IRBY" both of whom agree as follows:

WITNESSETH:

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

WHEREAS, the City shall provide certain benefits, establish certain conditions of employment and will set working conditions of said employment; and,

WHEREAS, IRBY agrees to the terms and conditions of this Employment Agreement as City Treasurer/Comptroller.

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

Section 1 – DUTIES:

City agrees to employ IRBY as City Treasurer/Comptroller of the City to perform the functions and duties which are expressed and implied in the Charter and Code of the City of Grosse Pointe Woods, and all other functions and duties which are implicit by virtue of the nature of the office. IRBY shall also perform such other legally permissible and proper duties and functions as the City Council, the City Code, and the City Charter may, from time to time, assign. IRBY shall maintain any required licenses and/or levels of certification necessary for the performance of such duties as a condition of continued employment with the City. IRBY shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.

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

- A. Accountant.
- B. Accounting Manager.
- C. Utility Billing Manager
- D. Tax Clerk-Administrative Clerk I
- E. Cashier-Administrative Clerk I

Nothing in this section mandates that these positions be filled.

1

Section 2 – SALARY:

The City agrees to pay IRBY at the rate of an annual base salary of Eighty Eight Thousand (\$88,000.00) dollars, effective July 1, 2013 payable in installments at the same time as other employees of the City are paid. Upon finding satisfactory performance in the future, the City Council may make appropriate adjustments.

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

Section 3 – TERM:

A. The term of this agreement shall be effective from July 1, 2013 through June 30, 2014 unless terminated by either of the parties. IRBY will be employed on an atwill status as City Treasurer/Comptroller to perform the functions and duties of the position as required by the Code and Charter. She shall also perform such duties and functions as the City Council may, from time to time, prescribe. She shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of IRBY with or without cause, with or without notice, at any time.

- B. IRBY shall be employed on an AT-WILL BASIS as City Treasurer/Comptroller to perform the function duties of the position as required by the Code and Charter.
- C. THERE SHALL BE NO EXPECTATION OF RENEWAL OR EXTENSION OF THIS AGREEMENT UNLESS MUTUALLY AGREED UPON IN WRITING BY BOTH PARTIES.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of IRBY to resign at any time from her position with the City. However, IRBY shall be required to provide thirty (30) days written notice to the City prior to her resigning.
- E. IRBY agrees to remain the exclusive employee of the City and neither to accept other employment nor to become employed by any other employer thereafter as long as she remains in the employ of the City.

Section 4 – TERMINATION AND SEVERANCE PAY:

In the event that IRBY is terminated without cause then, in that event, IRBY shall receive severance pay equaling 60 days (2 months of regular pay) of her annual salary. Upon receipt of severance pay, IRBY shall sign a Settlement and Release Agreement waiving any and all rights

under this Agreement, and she shall agree not to file any lawsuit or engage in any litigation against the City, its agents, assigns, Council Members, (either in their representative capacity or in their individual capacities). Such Release shall also apply to the Pension Plan, its Administrator, Trustees in their individual capacities, Agents, Successors, and assigns.

Section 5 – FRINGE BENEFITS:

Except as otherwise provided herein, the City agrees to provide IRBY with fringe benefits as listed in the Employee Handbook. The current benefits under the handbook are attached to this agreement as Appendix A. The regular benefits afforded to all salaried employees (pension, health, etc.) are included in this contract. It is agreed and understood that these benefits may be changed at any time by the City Council and/or the Board of Trustees of the Pension Plan.

For the term of this contract, IRBY shall be entitled to vacation leave, with pay, at the rate of fifteen (15) working days per year from July 1, 2013 through June 30, 2014. The City, acting through its Council, may adjust vacation days during the term of the contract. The terms of Appendix A for the Grosse Pointe Woods non-Union full time employee fringe benefit provision shall apply.

Section 6 – BONDING:

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

Section 7 – DUES AND SUBSCRIPTIONS:

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

Section 8 – PROFESSIONAL DEVELOPMENT

- A. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for travel and subsistence expenses of IRBY for professional and official travel, meetings and occasions which are necessary to continue the professional development of IRBY and to adequately pursue necessary official and other functions for the City.
- B. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the travel and subsistence expenses of IRBY for short courses, institutes and seminars that may be required by law in connection with duties performed for the City.

C. Any professional development requiring airfare or overnight accommodations requires prior Council approval.

Section 9 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

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

Section 10 – GENERAL PROVISIONS:

- A. This is the entire Agreement between the parties. This Agreement supercedes any and all other Agreements or contracts, either oral or written between the parties.
- B. Notices pursuant to this Agreement shall be deemed given if served personally in the same manner as is applicable to judicial practice or if deposited in the custody of the United States Postal Service, postage prepaid addressed as follows:
 - (1) City Clerk (2) Dee Ann Irby City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, MI 48236.
- C. The parties acknowledge that both the City and IRBY have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel.
- D. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

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

CITY OF GROSSE POINTE WOODS

DEE ANN IRBY

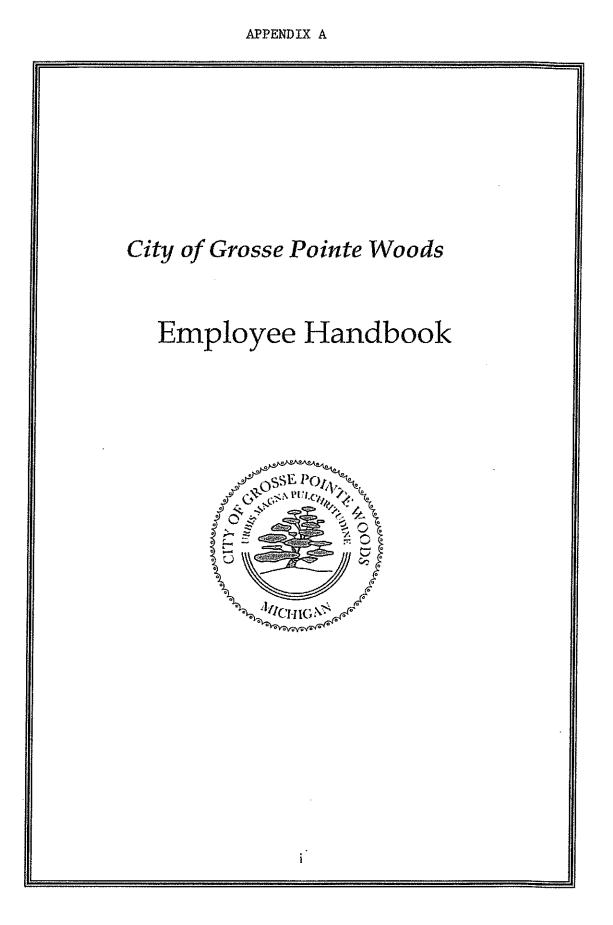
Dated: June <u>5</u>, 2013

BY:

ROBERT E. NOVITKE Its: Mayor Dated: June ___, 2013

APPROVED:

DON R. BERSCHBACK, City Attorney Dated: June 5, 2013



FINAL 08/06/2012

City of Grosse Pointe Woods

CITY CLERK

EMPLOYMENT AGREEMENT

THIS AGREEMENT, signed this \underline{s}^{th} day of June, 2013, by the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the "City", and LISA HATHAWAY, hereinafter called "Hathaway", both of whom agree as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of Hathaway as City Clerk of the City of Grosse Pointe Woods as provided by the City Charter, Code and state law; and,

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

WHEREAS, Hathaway desires to accept employment as City Clerk.

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

Section 1 – DUTIES:

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

Section 2 – SALARY:

City agrees to pay Hathaway at the rate of an annual base salary of Sixty-Seven Thousand, Four Hundred Eighty-Nine (\$67,489.00) dollars, effective July 1, 2013 payable in installments at the same time as other employees of the City are paid. Upon finding satisfactory performance in the future, the City Council may make appropriate adjustments.

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

Section 3 – TERM:

A. The term of this agreement shall be effective from July 1, 2013 through June 30, 2014 unless terminated by either of the parties. HATHAWAY will be employed on an at-will status as City Clerk to perform the functions and duties of the

position as required by the Code and Charter. She shall also perform such duties and functions as the City Council may, from time to time, prescribe. She shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of HATHAWAY with or without cause, with or without notice, at any time.

- B. HATHAWAY shall be employed on an AT-WILL BASIS as City Clerk to perform the function duties of the position as required by the Code and Charter.
- C. THERE SHALL BE NO EXPECTATION OF RENEWAL OR EXTENSION OF THIS AGREEMENT UNLESS MUTUALLY AGREED UPON IN WRITING BY BOTH PARTIES.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of HATHAWAY to resign at any time from her position with the City. However, HATHAWAY shall be required to provide thirty (30) days written notice to the City prior to her resigning.
- E. HATHAWAY agrees to remain the exclusive employee of the City and neither to accept other employment nor to become employed by any other employer thereafter as long as she remains in the employ of the City.

Section 4 – TERMINATION AND SEVERANCE PAY:

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

Section 5 – FRINGE BENEFITS:

The City agrees to provide Hathaway with fringe benefits as listed in the Employee Handbook. The current benefits under the Handbook are attached to this Agreement as Appendix A.

Section 6 – BONDING:

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

Section 7 – DUES AND SUBSCRIPTIONS:

The City agrees to endeavor to annually budget and, upon prior approval of the City Council, pay for the professional dues and subscriptions of Hathaway which are necessary for the continuation and full participation in national, regional, state, and local associations and organizations which are immediately related to continued professional participation, growth and advancement, and for the general good of the City.

Section 8 – PROFESSIONAL DEVELOPMENT

- A. City agrees to endeavor to annually budget and, upon prior approval of the City Council, pay for travel and subsistence expenses of Hathaway for professional and official travel, meetings and occasions which are necessary to continue the professional development of Hathaway and to adequately pursue necessary official and other functions for the City.
- B. City agrees to endeavor to annually budget and, upon prior approval of the City Council, pay for the travel and subsistence expenses of Hathaway for short courses, institutes and seminars that may be required by law in connection with duties performed for the City.
- C. City and Hathaway agree that the pursuit of an appropriate additional Degree from an accredited institution of higher learning will be of benefit to both the City and Hathaway and, to that end, City agrees, subject to its right of prior approval of both the institution and Degree program, to reimburse Hathaway for tuition expense in accordance with the tuition reimbursement policy in effect for all employees.
- D. Any professional development requiring airfare or overnight accommodations requires prior Council approval.

Section 9 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

- A. Hathaway's scheduling of time at work at municipal facilities, meetings and events is expected to be without maximum limitation and shall meet the needs of the City, its businesses and inhabitants.
- B. The minimum workweek shall be 40 hours and there shall be no added compensation for hours worked longer than 40 hours per week.
- C. The City shall be Hathaway's sole and exclusive employer except as may be approved by the City Council.
- D. During the term of this contract, the City may establish evaluation criteria, procedures and timetables. This evaluation program is subject to approval by City Council.

Section 10 – GENERAL PROVISIONS:

- A. This is the entire Agreement between the parties. This Agreement supercedes any and all other Agreements or contracts, either oral or written between the parties.
- B. Notices pursuant to this Agreement shall be deemed given if served personally in the same manner as is applicable to judicial practice or if deposited in the custody of the United States Postal Service, postage prepaid addressed as follows:
 - City Attorney City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, MI 48236.
- (2) Lisa Hathaway <u>34669 W. Wilmg CF</u> Chester Ciela MI 47047
- C. This Agreement is effective July 1, 2013.
- D. The parties acknowledge that both the City and Hathaway have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel.
- E. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

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

5,2013 Dated: June

CITY OF GROSSE POINTE WOODS

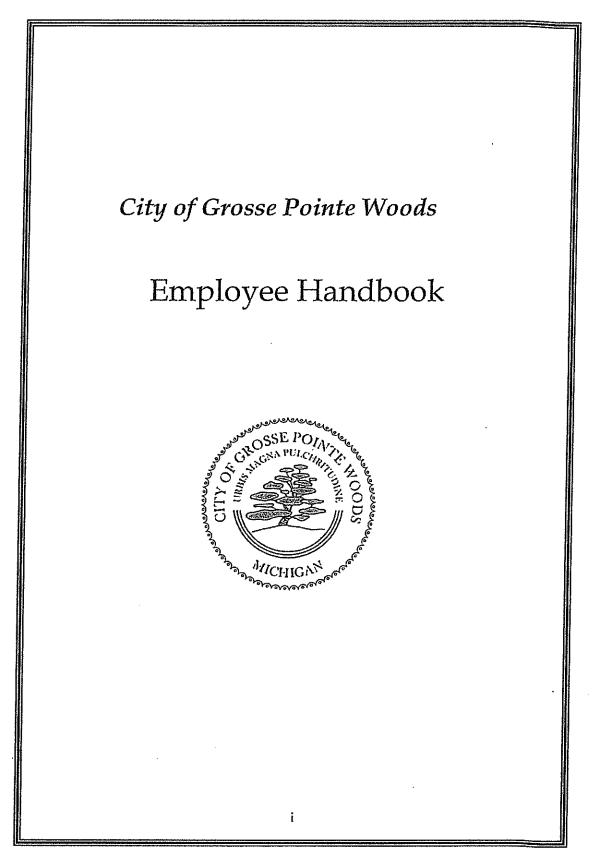
BY:

ROBERT E. NOVITKE Its: Mayor Dated: June ____, 2013

APPROVED:

DON R BERSCHBACK, City Attorney Dated: June 5, 2013

APPENDIX A



City of Grosse Pointe Woods

CITY ASSESSOR

EMPLOYMENT AGREEMENT

THIS AGREEMENT, signed this <u>5</u> day of June, 2013, by the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the "City", and SCOTT T. VANDEMERGEL hereinafter called "VANDEMERGEL" both of whom agree as follows:

WITNESSETH:

WHEREAS, the City will employ the services of VANDEMERGEL as City Assessor of the City of Grosse Pointe Woods as provided by the City Charter, Code and state law; and,

WHEREAS, the City shall provide certain benefits, establish certain conditions of employment and will set working conditions of said employment; and,

WHEREAS, VANDEMERGEL agrees to the terms and conditions of this Employment Agreement as City Assessor.

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

Section 1 – DUTIES:

City agrees to employ VANDEMERGEL as Assessor of the City to perform the functions and duties which are expressed and implied in the Charter and Code of the City of Grosse Pointe Woods, and all other functions and duties which are implicit by virtue of the nature of the office. VANDEMERGEL shall also perform such other legally permissible and proper duties and functions as the City Council, the City Code, and the City Charter may, from time to time, assign. VANDEMERGEL shall maintain any required licenses and/or levels of certification necessary for the performance of such duties as a condition of continued employment with the City. VANDEMERGEL shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.

Section 2 – SALARY:

The City agrees to pay VANDEMERGEL at the rate of an annual base salary of Sixty Three Thousand (\$63,000.00) dollars, effective July 1, 2013 payable in installments at the same time as other employees of the City are paid. Upon finding satisfactory performance in the future, the City Council may make appropriate adjustments.

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

Section 3 – TERM:

A. The term of this agreement shall be effective from July 1, 2013 through June 30, 2014 unless terminated by either of the parties. VANDEMERGEL shall be employed on an at-will status as City Assessor to perform the functions and duties of the position as required by the Code and Charter. He shall also perform such duties and functions as the City Council may, from time to time, prescribe. He shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of VANDEMERGEL with or without cause, with or without notice, at any time.

- B. VANDEMERGEL shall be employed on an AT-WILL BASIS as City Assessor to perform the function duties of the position as required by the Code and Charter.
- C. THERE SHALL BE NO EXPECTATION OF RENEWAL OR EXTENSION OF THIS AGREEMENT UNLESS MUTUALLY AGREED UPON IN WRITING BY BOTH PARTIES.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of VANDEMERGEL to resign at any time from his position with the City. However, VANDEMERGEL shall be required to provide thirty (30) days written notice to the City prior to his resigning.
- E. VANDEMERGEL agrees to remain the exclusive employee of the City and neither to accept other employment nor to become employed by any other employer thereafter as long as he remains in the employ of the City.

Section 4 – TERMINATION AND SEVERANCE PAY:

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

Section 5 – FRINGE BENEFITS:

Except as otherwise provided herein, the City agrees to provide VANDEMERGEL with fringe benefits as listed in the Employee Handbook. The current benefits under the handbook are included and incorporated herein by reference. The regular benefits afforded to all salaried employees (pension, health, etc.) are included in this contract. It is agreed and understood that these benefits may be changed at any time by the City Council and/or the Board of Trustees of the Pension Plan.

Section 6 – BONDING:

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

Section 7 – DUES AND SUBSCRIPTIONS:

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

Section 8 – PROFESSIONAL DEVELOPMENT

- A. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for travel and subsistence expenses of VANDEMERGEL for professional and official travel, meetings and occasions which are necessary to continue the professional development of VANDEMERGEL and to adequately pursue necessary official and other functions for the City.
- B. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the travel and subsistence expenses of VANDEMERGEL for short courses, institutes and seminars that may be required by law in connection with duties performed for the City.
- C. Any professional development requiring airfare or overnight accommodations requires prior Council approval.
- D. City reserves the right to receive reimbursement for any professional development related expenditures from VANDEMERGEL in the event that VANDEMERGEL ceases employment with the City within 12 months from the City's payment of said expenditure.

Section 9 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

- A. VANDEMERGEL's scheduling of time at work at municipal facilities, meetings and events is expected to be without maximum limitation and shall meet the needs of the City, its businesses and inhabitants.
- B. The minimum workweek shall be 40 hours and there shall be no added compensation for hours worked longer than 40 hours per week.
- C. The City shall be VANDEMERGEL's sole and exclusive employer except as provided herein and except as may be approved by the City Council.

- D. During the term of this contract, the City may establish evaluation criteria, procedures and timetables. This evaluation program is subject to approval by City Council.
- E. There shall be no City car furnished nor any car allowance.

Section 10 – GENERAL PROVISIONS:

- A. This is the entire Agreement between the parties. This Agreement supercedes any and all other Agreements or contracts, either oral or written between the parties.
- B. Notices pursuant to this Agreement shall be deemed given if served personally in the same manner as is applicable to judicial practice or if deposited in the custody of the United States Postal Service, postage prepaid addressed as follows:
- City Clerk

 City of Grosse Pointe Woods
 20025 Mack Plaza
 Grosse Pointe Woods, MI 48236.
- SCOTT T. VANDEMERGEL
 38 Newberry Place
 Grosse Pointe Farms, MI 48236
- C. The parties acknowledge that both the City and VANDEMERGEL have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel of their choosing.
- D. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

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

CITY OF GROSSE POINTE WOODS

Scott T. Vanlepel SCOTT T. VANDEMERGEL

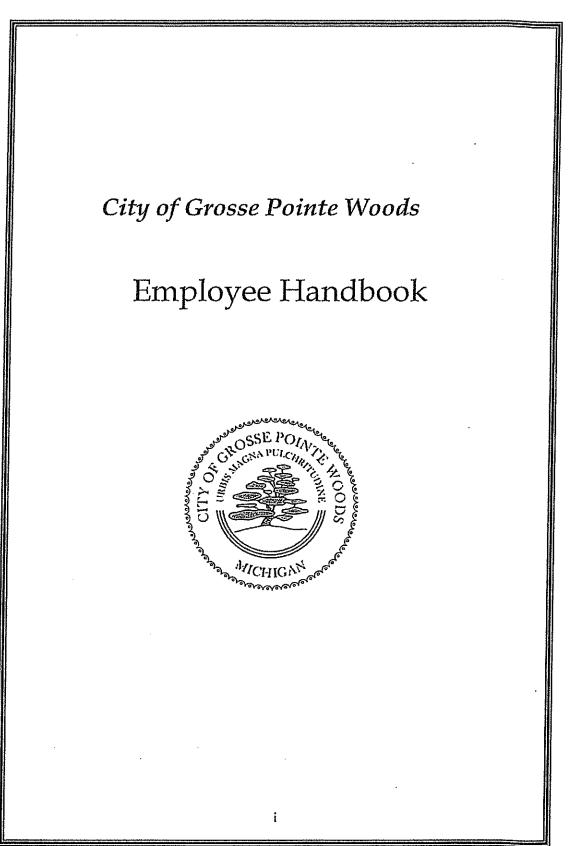
SCOTT T. VANDEMERGEL Dated: June <u>5</u>, 2013

APPROVED:

DON R. BERSCHBACK, City Attorney Dated: June <u>5</u>, 2013

BY: ____

ROBERT E. NOVITKE Its: Mayor Dated: _____, 2013



APPENDIX A



CITY OF GROSSE POINTE WOODS MEMORANDUM



RECEIVED

JUN 1 3 2013

CITY OF GROSSE PTE. WOODS

Date: June 10, 2013

To: Mayor and City Council

From: Al Fincham, City Administrator Dee Ann Irby, Treasurer/Comptroller

Subject: Worker's Compensation Renewal

The City's Worker's Compensation Insurance is currently underwritten by Citizens Insurance Company. Our three-year policy expires on July 1, 2013. We received notification that Citizens is no longer in the business of workers compensation insurance. Now, there are only two carriers remaining.

Our Insurance Agent received bids from Safety National Casualty Corporation and Midwest Employers Casualty Company. Each of the Companies offer a oneyear agreement. Although our experience is favorable, the lack of competition has increased the cost from \$54,114 for three years to \$50,465 for one-year. The bid prices are as follows:

	Employers Liability	
	Retention	Premium
Midwest	\$450,000	\$50,465
Midwest	\$500,000	\$44,979
Safety National	\$500,000	\$50,062

We recommend approval of a one-year agreement with Midwest Employers Casualty Company, effective July 1, 2013, with an excess limit of \$450,000 with a premium cost of \$50,465. There is \$20,000 in the FY 2013-14 budget spread across various funds (General, Major & Local Streets, Motor Vehicle, etc.) in account numbers ending in # 721.

We are also requesting a budget amendment to the FY 2013-14 budget, in the amount of \$30,465, from General Fund Fund Balance, which will be prorated among all funds.



CITY OF GROSSE POINTE WOODS MEMORANDUM



Date: June 10, 2013

To: Mayor and City Council

From: Dee Ann Irby, Treasurer/Comptroller

Subject: BS & A Payroll Software Purchase

In 2011 the City purchased financial and accounting software from BS&A. The purchase of this software allowed for automatic posting and interfaces with property taxes, assessing, building department and business license modules. At that time, the cost of converting payroll to BS&A was cost prohibitive.

So, in 2011 we partnered with ADP Payroll Services. ADP agreed to convert our data at no charge. Over the past year ADP's costs have increased, customer service has declined and obtaining reports is difficult. It is also difficult to meet their submission deadlines, due to the City's furlough days.

I am requesting permission to purchase payroll software, from BS&A, at a cost not to exceed \$17,145. The cost includes the new "dot net" software program as well as data conversion and in-house training. After the 2-year interest-free payment plan, the annual software maintenance cost for BS&A is \$1,220. This is a budgeted item. The costs will be allocated as follows: \$10,000 in FY 2012-13 and \$7,145 in FY 2013-14 from account # 101-299-818. The purchase price will be recouped within 2 years

The City Administrator and I have discussed this proposal and he concurs with my request. Please feel free to call me if you have any questions.

Proposal for Software and Services, Presented to... City of Grosse Pointe Woods, Wayne County MI January 2, 2013 Quoted by: Steve Rennell



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.

BS&A Software 14965 Abbey Lane Bath MI 48808 (855) BSA-SOFT / fax (517) 641-8960 bsasoftware.com

Cost Summary

Application and Annual Service Fee prices based on an approximate parcel count of 7,381. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing.

Prices subject to change if the actual count is significantly different than the estimated count.

Applications, New Purchase	
Payroll .NET	\$6,095

Data Conversion

Payroll (database setup)

\$2,500

Implementation and Project Management

Services include:

- Analyzing customer processes to ensure all critical components are addressed
- Creating and managing the project schedule in accordance with the customer's existing processes and needs
- Providing a central contact between the customer project leaders, developers, trainers, IT staff, and other resources required throughout the transition period
- Coordinating and/or performing data extractions necessary for both testing and final conversions
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements
- Testing and reviewing converted data

\$2,250

Software Setup/On-Site Implementation

The first day the trainer is on-site, they will be focused on finalizing the implementation process and initial software setup.
 Training on the software is not planned for this day. Software setup/on-site implementation includes:

- setting up user and user security rights for each application
- modifying the custom settings in each application to fit the needs of the customer
- setting up application integration and workflow methods
- onsite verification of converted data for balancing and auditing purposes

	Days: 1	\$1,000
Training		
 \$1,000/day Days quoted are estimates; you are 	billed for actual days used	
Payroll .NET	Days: 5	\$5,000
Travel Expenses		

Estimated travel expenses

\$300

Cost Totals

*

Not including Annual Service Fees

Applications	\$6,095
Data Conversion	\$2,500
Implementation and Project Management	\$2,250
Software Setup/On-Site Implementation	\$1,000
Training	\$5,000
Travel Expenses	\$300

Total Proposed

\$17,145

Annual Service Fees, New Purchases

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

Payroll .NET

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\$1,220

CHARLES T. BERSCHBACK

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

CHARLES T. BERSCHBACK

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

DON R. BERSCHBACK OF COUNSEL

June 11, 2013

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

RE. Amendment to Pension Ordinance / Agenda Item June 17, 2013

Dear Honorable Mayor and Council:

Based on phone calls from Pension Members, Dee Ann asked me to update and revise the Pension Ordinance, specifically Sections 2-301, 2-302 and 2-314. The original ordinance has not been updated in some time to reflect changes in collective bargaining agreements. The proposed amendment would update the ordinance to reflect the current collective bargaining agreements. Prior to creating these amendments, I contacted and received input from both Mike VanOverbeke and Dennis Dubay.

Initially Dee Ann and I discussed the possibility of adding to these amendments a sentence which would allow future changes to be made by Council Resolution. In a discussion with Michael VanOverbeke, he indicated that although changes by Resolution would be a viable option, he believes the best practice would be to only make changes by an ordinance amendment. These issues are sometimes revisited years later. More importantly, Mr. VanOverbeke and I agree that Michigan law is clear that in the event of an inconsistency between the ordinance and the collective bargaining agreement, the collective bargaining agreement prevails.

Again, I want to stress that these amendments are essentially housekeeping matters which reflect the current collective bargaining agreements.

It would be the prerogative of Council to schedule this for a second reading with appropriate notice publication.

Very truly yours,

in Reischback

CHIP BERSCHBACK

CTB:gmr Enclosures cc: Alfred Fincham Dee Ann Irby Lisa Hathaway Michael VanOverbeke DennisDubay

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV EMLOYEE BENEFITS, DIVISION 2 RETIRMENT SYSTEM OF THE CODE OF ORDINANCES OF THE CITY OF GROSSE POINTE WOODS, MICHIGAN BY AMENDING SECTION 2-301 AND SECTION 2-302 TO REFLECT THE CURRENT PERCENTAGE OF MEMBER'S FINAL AVERAGE COMPENSATION MULTIPLIER AND THE TOTAL MAXIMUM MULTIPLIER AND BY AMENDING SECTION 2-314 TO REFLECT THE CURRENT PERCENTAGE OF NON-COVERED MEMBERS CONTRIBUTION TO THE RETIREMENT SYSTEM THEREBY BRINGING THE ABOVE SECTIONS UP TO DATE WITH CURRENT COLLECTIVE BARGAINING AGREEMENTS.

THE CITY OF GROSSE POINTE WOODS ORDAINS:

Sec. 2-301. - Retirement allowance-Covered member.

- (a) Upon retirement, as provided in this division, a covered member shall receive a straight life retirement allowance consisting of the benefits provided in subsections (a)(1) and (a)(2) of this section, and such member shall have the right to elect to receive his retirement allowance under an option provided in section 2-304 in lieu of a straight life retirement allowance. The following benefits are available to covered members:
 - (1) Any annuity which shall be the actuarial equivalent of such member's accumulated contributions standing to such member's credit in the annuity savings fund at the time of the member's retirement; and
 - (2) A pension which, when added to the member's annuity, shall provide a retirement allowance equal to two percent of the member's final average compensation multiplied by the number of years, and fraction of a year, of such member's final average compensation multiplied by the number of years, plus one percent of the member's final average compensation multiplied by the number of years, and fraction of a year, of the member's credited service which is in excess of 25 years. For a TPOAM covered member hired after March 30, 2011, the pension multiplier shall be 1.75% of final average compensation. If a member, retirant or beneficiary is granted workers' compensation paid for by the city, then during such member's workers' compensation period, the member's pension shall not exceed the difference between the member's final average compensation and the member's weekly workers' compensation allowance converted to a monthly amount.
- (b) If a retirant dies before he has received in straight life retirement allowance payments an aggregate amount equal to his accumulated contributions standing to the retirant's credit in the annuity savings fund at the time of his retirement, the difference between the retirant's accumulated contributions and the aggregate amount of straight life retirement allowance payments received by the retirant shall be paid from the retirement reserve fund to the person the retirant shall have nominated by written designation duly executed and filed with the board. If there is no such person surviving the retirant, the difference, if any, shall be paid to the retirant's legal representative. No benefits shall be paid under this

subsection on account of the death of a retirant if the retirant elected option II or III provided in section 2-304(a) as long as pension benefits are being paid.

(c) According to the rules and regulations, as the board of trustees may from time to time adopt, any covered member who retires prior to his attainment of age 65 years may elect to have his straight life retirement allowance actuarially equated to provide an increased retirement allowance payable to him until his attainment of age 65 years and a reduced retirement allowance payable thereafter. The member's increased retirement allowance payable to such member's attainment of age 65 years shall approximate the sum of such member's reduced retirement allowance to be payable after such member's attainment of age 65 years and the member's estimated social security primary insurance amount. This subsection shall not apply to a retirement allowance payable under option II or III provided in section 2-304(a).

Sec. 2-302. - Same—Noncovered member.

(a) Upon retirement, as provided in this division, a noncovered member shall receive a straight life retirement allowance consisting of the benefits provided in subsections (a)(1) and (a)(2) of this section, and such member shall have the right to elect to receive such member's retirement allowance under an option provided in section 2-304(a) in lieu of a straight life retirement allowance. The following benefits are available to noncovered members:

- (1) An annuity which shall be the actuarial equivalent of the member's accumulated contributions standing to such member's credit in the annuity savings fund at the time of such member's retirement; and

(b) If a retirant dies before he has received in straight life retirement allowance payments an aggregate amount equal to the accumulated contributions standing to the retirant's credit in the annuity savings fund at the time of his retirement, the difference between the retirant's accumulated contributions and the aggregate amount of straight life retirement allowance payments received by the retirant shall be paid from the retirement reserve fund to such person as the retirant shall have mentioned by written designation duly executed and filed with the board. If there is no such person surviving the retirant, the difference, if any, shall be paid to the

Deleted: two percent of the member's final average compensation
Deleted: not to exceed 25 years, plus one percent of the member's final average compensation multiplied by the number of years, and fraction of a year, of such member's credited service which is in excess of 25 years

Deleted:

retirant's legal representative. No benefits shall be paid under this subsection on account of the death of a retirant if the retirant elected option II or III provided in section 2-304(a) as long as pension benefits are being paid.

Sec. 2-314. - Annuity savings fund.

(a) The annuity savings fund is hereby created. It shall be the fund in which shall be accumulated, at regular interest, the contributions deducted from the compensations of members to provide their annuities, and from which shall be made refunds and transfers of accumulated contributions as provided in this division.

(b) A covered member's contributions to the retirement system shall be five percent of the compensations paid to such member by the city. A non-covered member's contribution to the retirement system shall be six percent of the compensations paid to such member by the city.

(c) The officer responsible for making up the payroll shall cause the applicable contribution provided in this section to be deducted from the compensation of each member on each and every payroll, for each and every payroll period, so long as the member continues as a member of the retirement system. The member's contributions provided in this section shall be made notwithstanding that the minimum compensation provided by law for any member shall be thereby changed. Every member shall be deemed to consent and agree to the deductions made and provided for in this section and payment of the member's compensation less such deduction shall be a full and complete discharge and acquittance of all claims and demands whatsoever for the services rendered by such member during the period covered by payment, except as to benefits provided by this division. The officer responsible for making up the payroll shall certify to the city treasurer the amount of contributions to be deducted from the compensation of each member for each and every payroll. Each of such amounts shall be deducted by the city treasurer and when deducted shall be paid to the retirement system and shall be credited to such member's individual account in the annuity savings fund.

(d) In addition to the contributions deducted from the compensation of a member as provided in this section, a member shall deposit in the annuity savings fund, by a single contribution or by an increased rate of contribution as approved by the board, the amount, if any, such member withdrew therefrom, together with regular interest from the date of withdrawal to the date of repayment. In no case shall any member be given credit for service rendered prior to the date such member withdrew such member's accumulated contributions until such member repays to the annuity savings fund all amounts due such fund by such member.

(e) Upon retirement of a member, the member's accumulated contributions shall be transferred from the annuity savings fund to the retirement reserve fund. At the expiration of a period of three years from the date an employee ceases to be a member, any balance outstanding to the member's credit in the annuity savings fund, unclaimed by the member or his legal representative, shall be transferred to the pension reserve fund; provided that no pension becomes or will become payable by the retirement system on account of membership.



<u>RESOLUTION OF</u> <u>GROSSE POINTE WOODS PLANNING COMMISSION</u> <u>RECOMMENDING ADOPTION OF ZONING ORDINANCE AMENDMENT</u> <u>REGULATING DRIVE-THRU RESTAURANTS</u>

The Minutes of a regular meeting of the Planning Commission of the City of Grosse Pointe Woods held on Tuesday, May 28, 2013 at 7:30 p.m.

The following preamble and resolution was offered by Planning Commission Member <u>Fuller</u> and seconded by Planning Commission Member <u>Rozycki</u>:

WHEREAS, the Planning Commission has reviewed the Zoning Regulations relating to drive-thru restaurants at various Planning Commission meetings and workshops, and

WHEREAS, as a result of those prior meetings and workshops, the Planning Commission, with input from the Building Official, City Attorney, and designated City Planner John R. Jackson have developed a proposed ordinance, and

WHEREAS, the Planning Commission scheduled and conducted a public hearing regarding the ordinance on May 28, 2013, and

WHEREAS, in conjunction with the public hearing, the Planning Commission received and placed on file supporting documentation including, but not limited to, the proposed amendment, the Memorandum dated November 27, 2012 written by City Planner John R. Jackson, and the Building Official's Memo dated January 15, 2013, and

WHEREAS, the Planning Commission finds that placement of drive-thru facilities would be inappropriate in both the Commercial C District and C2 District for the reasons outlined in the documents made a part of the record. The Planning Commission more specifically find that the proposed ordinance is appropriate based on the following:

- The majority of property located in the Commercial C District has very shallow lots fronting Mack Avenue with residential property in very close proximity.
- Normal screening requirements applicable to the Commercial Districts are not sufficient to offset the impacts of drive-thru restaurants.
- The Planning Commission is extremely concerned with the negative impact to the residential areas generated by noise from vehicles, car stereos, idling vehicles, and menu board speakers.
- There are not appropriate locations for a drive-thru based on these concerns and the configuration of the lots in the two zoning districts at issue. In addition, several areas within close proximity to the City create general availability of these uses. Drive-thrus are not appropriate in the C-2 District based on paragraph 3 of Mr. Jackson's letter dated November 27, 2012 and for other reasons stated in the record. The intent of the C-2 District is to encourage high density mixed use developments.

> Fast food operations generally require a much higher number of stacking spaces per window and these types of facilities are generally open into the late evening hours.

NOW THEREFORE, the Planning Commission by this Resolution hereby recommends adoption of the proposed Zoning Amendment for Sections 50-370(2) and 50-419(1)(f) and refers this matter back to City Council for a first reading.

AYES: Evola, Fuller, Hambarsky, stapleton, Rozycki, Vaughn NAYS: None ABSENT: Gilezan, Vitale (EXCUSED)

RESOLUTION DECLARED ADOPTED.

CARROLL EVOLA Planning Commission Chairman

It is further moved that the minutes of this meeting relating to this agenda item and the attached Resolution be immediately certified.

AYES: Evola, Fuller, Hamborsky, Stapleton, Rozycki, Vaughn NAYS: NONE (FXCUSED) ABSENT: Gilezan, Vitale

RESOLUTION DECLARED ADOPTED.

CARROLL EVOLA Planning Commission Chairman

CERTIFICATION

I, <u>Melanie Kyska</u>, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Planning Commission on May 28, 2013, 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 have been kept and will be, or have been, made available as required by said Act.

nie D. Kuska

CHARLES T. BERSCHBACK

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

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

CHARLES T. BERSCHBACK

DON R. BERSCHBACK OF COUNSEL

May 29, 2013

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

RE. Proposed Zoning Amendment/Agenda Item June 17, 2013

Dear Honorable Mayor and Council:

At a Committee of the Whole meeting on March 18, 2013, the COW reviewed the attached proposed zoning amendment which would prohibit drive-thru facilities in both the Commercial District and the C-2 District.

The Planning Commission conducted its public hearing on May 28, 2013. There was no public comment from the audience at that meeting. In conjunction with that public hearing, the Planning Commission received and placed on file various supporting documents regarding the creation of the zoning amendment which I have also attached to this cover letter.

The Planning Commission voted unanimously to adopt a Resolution recommending that this Council adopt the proposed ordinance.

This matter is now before you for a first reading. It would be the prerogative of Council to schedule a second reading on this matter with appropriate publication by the City Clerk. Thank you.

Very truly yours,

Chip Berschback

CHIP BERSCHBACK

CTB:gmr Enclosures

cc: Alfred Fincham Lisa Hathaway Gene Tutag

ORDINANCE #____

AN ORDINANCE TO AMEND CHAPTER 50 ZONING, SECTION 50-1 TO DEFINE DRIVE-THRU FACILITIES AND BY ADDING LANGUAGE EXCLUDING DRIVE-THRU FACILITIES IN THE C-COMMERCIAL DISTRICT SEC. 50-370(2) AND THE C-2 HIGH INTENSITY DISTRICT SEC. 50-419(1)(f)

THE CITY OF GROSSE POINTE WOODS ORDAINS:

Sec. 50-1 Definitions

Drive-linu Facility means the use of land, buildings, or structures, or parts thereof, to provide or dispense products or services, either wholly or in part, through an attendant or window or automated machine, to persons remaining in motor vehicles that are in a designated stacking lane. A drive-thru facility may be permitted only as an accessory use in combination with a bank or financial institution.

Sec. 50-370 Permitted Uses

(2)f Restaurants, lunchrooms and cafeterias and places for the sale of soft drinks, juices, ice cream and nonalcoholic liquors, but excluding drive-thru facilities and places or businesses providing dancing or entertainment and places where food or beverages are dispensed to or served in automobiles parking on private property adjacent to and in connection with such establishments or are dispensed or served from an outside counter. A drive-thru facility may be permitted only as an accessory use in combination with a bank or financial institution.

Sec. 50-419 Permitted Uses

(1)f Restaurants, lunchrooms and cafeterias and places for the sale of soft drinks, juices, ice cream and nonalcoholic liquors, but excluding drive-thru facilities and places or businesses providing dancing or entertainment and places where food or beverages are dispensed to or served in automobiles parking on private property adjacent to and in connection with such establishments or are dispensed or served from an outside counter. A drive-thru facility may be permitted only as an accessory use in combination with a bank or financial institution.

First reading: Second reading:-Published GPN: Adopted: Effective:

<u>RESOLUTION OF</u> <u>GROSSE POINTE WOODS PLANNING COMMISSION</u> <u>RECOMMENDING ADOPTION OF ZONING ORDINANCE AMENDMENT</u> <u>REGULATING DRIVE-THRU RESTAURANTS</u>

The Minutes of a regular meeting of the Planning Commission of the City of Grosse Pointe Woods held on Tuesday, May 28, 2013 at 7:30 p.m.

The following preamble and resolution was offered by Planning Commission Member <u>Fuller</u> and seconded by Planning Commission Member <u>Rozycki</u>:

WHEREAS, the Planning Commission has reviewed the Zoning Regulations relating to drive-thru restaurants at various Planning Commission meetings and workshops, and

WHEREAS, as a result of those prior meetings and workshops, the Planning Commission, with input from the Building Official, City Attorney, and designated City Planner John R. Jackson have developed a proposed ordinance, and

WHEREAS, the Planning Commission scheduled and conducted a public hearing regarding the ordinance on May 28, 2013, and

WHEREAS, in conjunction with the public hearing, the Planning Commission received and placed on file supporting documentation including, but not limited to, the proposed amendment, the Memorandum dated November 27, 2012 written by City Planner John R. Jackson, and the Building Official's Memo dated January 15, 2013, and

WHEREAS, the Planning Commission finds that placement of drive-thru facilities would be inappropriate in both the Commercial C District and C2 District for the reasons outlined in the documents made a part of the record. The Planning Commission more specifically find that the proposed ordinance is appropriate based on the following:

- The majority of property located in the Commercial C District has very shallow lots fronting Mack Avenue with residential property in very close proximity.
- Normal screening requirements applicable to the Commercial Districts are not sufficient to offset the impacts of drive-thru restaurants.
- The Planning Commission is extremely concerned with the negative impact to the residential areas generated by noise from vehicles, car stereos, idling vehicles, and menu board speakers.
- There are not appropriate locations for a drive-thru based on these concerns and the configuration of the lots in the two zoning districts at issue. In addition, several areas within close proximity to the City create general availability of these uses. Drive-thrus are not appropriate in the C-2 District based on paragraph 3 of Mr. Jackson's letter dated November 27, 2012 and for other reasons stated in the record. The intent of the C-2 District is to encourage high density mixed use developments.

Fast food operations generally require a much higher number of stacking spaces per window and these types of facilities are generally open into the late evening hours.

NOW THEREFORE, the Planning Commission by this Resolution hereby recommends adoption of the proposed Zoning Amendment for Sections 50-370(2) and 50-419(1)(f) and refers this matter back to City Council for a first reading.

AYES: Evola, Fuller, Hamborsky, stapleton, Rozycki, Vaughn NAYS: None ABSENT: Gilezan, Vitale (Excused)

RESOLUTION DECLARED ADOPTED.

Planning Commission Chairman

It is further moved that the minutes of this meeting relating to this agenda item and the attached Resolution be immediately certified.

AYES: Evola, Fuller, Hamborsky, Stapleton, Rozycki, Vaughn NAYS: None

ABSENT: Gilezan, Vitale (EXCUSED)

RESOLUTION DECLARED ADOPTED.

CARROLL EVOLA Planning Commission Chairman

CERTIFICATION

I, <u>Melanie</u> <u>Ryska</u>, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Planning Commission on May 28, 2013, 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 have been kept and will be, or have been, made available as required by said Act.

Melanie D. Kypka



CHARLES T. BERSCHBACK

ATTORNEY AT LAW 24063 EAST JEFFERSON AVENUE ST. CLAIR SHORES, MICHIGAN 46080-1630

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

DON R. BERSCHBACK

March 11, 2013

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

RE: COW Agenda Item / Zoning Amendment

Dear Honorable Mayor and Council:

For the past several months the Planning Commission has been reviewing various options regarding regulating drive-thru facilities along Mack Avenue. I have attached to this letter several supporting documents including the following:

- 1. Memo from John R. Jackson from McKenna Associations dated November 27, 2012 (Mr. Jackson was present at the November 27th Planning Commission meeting and a lengthy discussion ensued regarding various options and further direction from the Planning Commission.
- 2. Memo from Mr. Tutag dated January 15, 2013 which was written as a result of the November 27th meeting and outlined a proposed amendment. (This was also discussed at the January 29th Planning Commission meeting.)
- 3. A proposed ordinance I prepared based on Mr. Tutag's memo with minor stylistic changes.

At the January 27th meeting, the Planning Commission approved this draft and requested that the Committee of the Whole review the ordinance, and then refer it back to the Planning Commission for the scheduling of a public hearing.

I plan on attending the COW to provide some background and to answer any question the Council may have regarding these proposed amendments. Thank you.

Very truly yours,

ers that

CHIP BERSCHBACK

CTB:nmg Enclosures cc: Skip Fincham Lisa Hathaway Gene Tutag SOCIATES COMMUNITY PLANNING AND DESIGN

MEMORANDUM

TO:	Gene Tutag, Building Official City of Grosse Pointe Woods
FROM:	John R. Jackson, AICP, LEED-GA
DATE:	November 26, 2012
SUBJECT:	Regulation of Drive Thru Restaurants

The City of Grosse Pointe Woods is a tight-knit community with tree-lined neighborhoods and convenient shopping on Mack Avenue. This convenient shopping poses a tremendous asset for residents of the community to walk to nearby shops. However, it also poses a significant challenge.

The vast majority of commercial areas in Grosse Pointe Woods are zoned C Commercial Business. This district is primarily located along Mack Avenue. There is a C-2 High Intensity City Center district located on Mack Avenue between Kingsville Ave and Bournemouth Road. The majority of property located in the Commercial Business District can be characterized as shallow lots fronting on Mack Avenue with residentially zoned and used property located immediately behind. This configuration lends itself to land use conflicts between the residential neighborhoods and commercial uses.

The City has adopted screening requirements that minimize the impact of most of the typical commercial impacts such as parking, deliveries, refuse collection, etc. However, these standard screening techniques are not sufficient to offset the impacts of drive-thru restaurants.

The drive-thru aspect of a fast food restaurant on a parcel of inadequate size can cause problems with traffic circulation and create areas that are hostile to the pedestrian. Moreover, drive-thrus have the potential to generate undesirable impacts for adjacent properties such as odors from vehicle exhaust and noise from engines, car stereos, and menu board speakers.

In addition to screening, other methods for minimizing the impacts of a drive thru include generous setbacks from residential districts and separation requirements. For example; a restaurant with a drive thru may not be located within 50 feet of a residential district or use. Unfortunately, with the configuration of the commercial property and the relative proximity to residential property, neither of these approaches are available to the City.

Based on our experience we offer the following issues to consider:

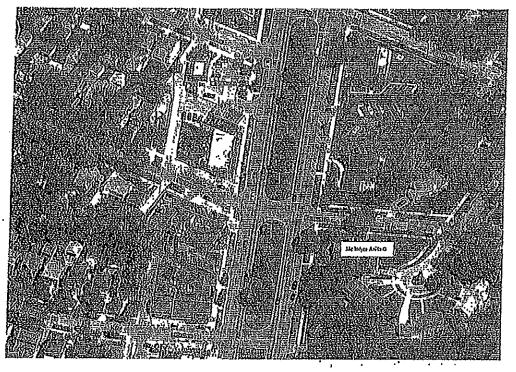
1. PROHIBITING RESTAURANTS WITH DRIVE THRUS: An argument can be made that there are not appropriate locations for a restaurant with a drive thru in the existing Commercial district based on the configuration of the lots in this district. It could also be argued that there are a number of

WWW.MCKA.COM 888,226,4326 HEADQUARTERS 235 East Main Street, Suite 105, Northville, Mi 48167 7:248.596.0920 F:248.596.0930 WEST MIGHIGAN 151 South Rose Street, Suite 920, Kalamazoo, Mi 49007 7:269.382.44/13 F:248.596.0930 OH10 1382 West 9th Street, Suite 420, Cleveland, Ohlo 44113 T:330.528.3342 F:248.596.0930 City of Grosse Pointe Woods Regulating Drive Thru Uses November 27 * Page 2

restaurants with drive thrus within close proximity to the City providing residents of the community convention vehicular access to those uses.

If an applicant wishes, they may request a land use variance from the Zoning Board of Appeals.

This approach may encounter legal challenge due to the fact that excluding uses is generally not allowed.



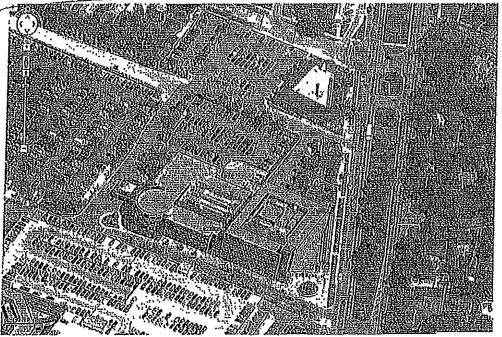
2. ACCOMMODATING RESTAURANTS WITH DRIVE THRUS AS A SPECIAL LAND USE: Many communities allow restaurants with drive thrus as a special use. This approach allows the City to establish specific siting standards, setback requirements, and other restrictions relative to the potentially negative impacts. In addition, this approach gives the City the ability to develop conditions of approval on a case-by-case basis, again, relative to the anticipated impacts of the proposed drive thru. Finally, the special use approach would allow the City to deny a request based on a finding that the proposed use does not meet the special land use tests for compatibility.

The City Council would make the final determination in the case of a special land use request for a restaurant with a drive thru.

City of Grosse Pointe Woods Regulating Drive Thru Uses November 27 * Page 3

3. ACCOMMODATING RESTAURANTS WITH DRIVE THRUS IN THE HIGH INTENSITY CITY CENTER DISTRICT: The other commercial district in the City is the High Intensity City Center District. Restaurants with drive thrus would not be appropriate in this district for a number of reasons. First, the intent of this district is to encourage high density mixed use development in a single building or in an integrated campus. I drive thorough would be inconsistent with the intent and it would also be the only auto-oriented use permitted in the district.

Second, this area is relatively well developed and there is little opportunity for this type of lowintensity redevelopment to occur in this area.



- 4. ISSUES TO CONSIDER WHEN REGULATING THESE FACILITIES WOULD BE:
 - · Proximity to residential districts
 - Setbacks from residential districts
 - Screening

5

- Traffic studies
- Driveway locations
- Stacking distances
- Sound level control
- Drive Thru window location
- Hours of operation

STACK REQUIREMENTS; While the ordinance-currently allows other uses with drive thrus; these uses, banks for example, have a much lower typical stacking requirement. Banks typically require three stacking spaces per window according to ITE. Pharmacles four; car washes six. Fast food restaurants with a drive thru typically require between 10 and 12 stacking spaces per window.



CITY OF GROSSE POINTE WOODS BUILDING DEPARTMENT MEMORANDUM

TOI	Planning Commission
FROM:	Gene Tutag, Building Official
DATE:	January 15, 2013
SUBJECT:	Drive-thm Faoilities

As we all are aware the Planning Commission has discussed adding language to Chapter 50 of the city's Zoning Ordinance clarifying that businesses with drive-thru facilities other than banks and financial institutions are not permitted uses in the C or C-2 zoning districts...

The conclusion of the Planning Commission is based upon the following facts that are unique to the commercial districts of Grosse Pointe Woods:

- The average depth of a commercially zoned lot along Mack Ave is approximately 125 feet. This relatively small lot depth does not allow for adequate protection of our adjacent residential from the noise associated with menu boards, car speakers, exhaust fumes and noise, lights and late hours of operation, in most cases only separated by a 20 foot wide alley.
- A drive thru establishment on a parcel of inadequate size can cause problems with traffic circulation, the stacking of vehicles and will create a hostile environment for pedestrians.

The Planning Commission engaged the services of planning consultant, John Jackson from McKenna Associates, to provide insight into this matter. A copy of the memorandum is attached.

There was some dialog with regard to a legal challenge regarding the concept of excluded uses. However, due to the limited commercial zoning districts (C and C-2), the city does not have available land or zoning districts to accommodate every use imagined while providing reasonable protection of the greater good of the established residential and commercial community. As indicated in the McKenna Memorandum and in the Zoning Bnabling Act "If an applicant-wishes-they may request a land-use-variance from the Zoning Board of Appeals". It was also noted that "within a 10 minute drive, drive-thru facilities are available". (See attached McKenna map dated Nov 27, 2012) Listed below for your review and comment is a proposed definition of a drive-thru facility that would be added to Section 50-1, proposed language to be added to Sections 50-370 and 50-419 that would prohibit drive thru facilities in the C Commercial Business District and the C-2 High Intensity City Center District.

Proposed Definition to be added to Section 50-1:

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Drivedincounty Facility. The use of land, buildings, or structures, or parts thereof, to provide or dispense products or services, either wholly or in part, through an attendant or window or automated machine, to persons remaining in motorized vehicles that are in a ? U(designated stacking lane. A drive-through) facility may be permitted only as an accessory use in combination with a bank or financial institution.

motor

16

Add the following language to Section 50-370(2)f. for the C Commercial Business District:

Restaurants, hinchrooms and cafeterias and places for the sale of soft drinks, juices, ice cream and nonalcoholic liquors, but excluding drive thru facilities and places or businesses providing dancing or entertainment and places where food or beverages are dispensed to or served in automobiles parking on private property adjacent to and in connection with such establishments or are dispensed or served from an outside counter.

And add to Section 50-419(1)f, for the C-2 High Intensity City Center District:

Restaurants, lunchrooms and cafeterias and places for the sale of soft drinks, julces, ice cream and nonalcoholic liquors, but excluding drive-thrn facilities and places or businesses providing dancing or entertainment and places where food or beverages are dispensed to or served in automobiles parking on private property adjacent to and in connection with such establishments or are dispensed or served from an outside counter.

Upon completed review by the Planning Commission, it is recommended that the proposed changes be forwarded to the Committee of the Whole for their review and recommendation.

COMMUNITY PLANNING AND DESIGN

Hand out pc Mtg

MEMORANDUM

TO: Gene Tutag, Building Official City of Grosse Pointe Woods

FROM: John R. Jackson, AICP, LEED-GA

DATE: November 27, 2012

SUBJECT: Regulation of Drive Thru Restaurants

The City of Grosse Pointe Woods is a tight-knit community with tree-lined neighborhoods and convenient shopping on Mack Avenue. This convenient shopping poses a tremendous asset for residents of the community to walk to nearby shops. However, it also poses a significant challenge.

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The City has adopted screening requirements that minimize the impact of most of the typical commercial impacts such as parking, deliveries, refuse collection, etc. However, these standard screening techniques are not sufficient to offset the impacts of drive-thru restaurants.

The drive-thru aspect of a fast food restaurant on a parcel of inadequate size can cause problems with traffic circulation and create areas that are hostile to the pedestrian. Moreover, drive-thrus have the potential to generate undesirable impacts for adjacent properties such as odors from vehicle exhaust and noise from engines, car stereos, and menu board speakers.

In addition to screening, other methods for minimizing the impacts of a drive thru include generous setbacks from residential districts and separation requirements. For example; a restaurant with a drive thru may not be located within 50 feet of a residential district or use. Unfortunately, with the configuration of the commercial property and the relative proximity to residential property, neither of these approaches is available to the City.

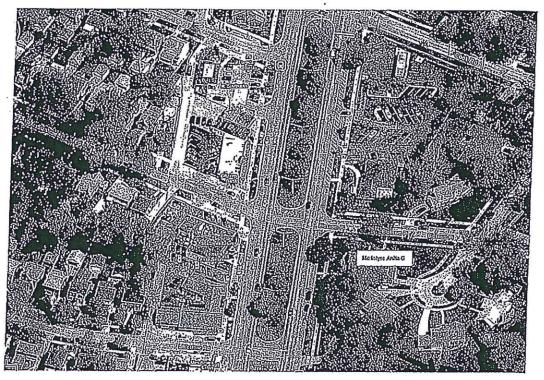
Based on our experience we offer the following issues to consider:

 PROHIBITING RESTAURANTS WITH DRIVE THRUS: An argument can be made that there are not appropriate locations for a restaurant with a drive thru in the existing Commercial district based on the configuration of the lots in this district. It could also be argued that there are a number of restaurants with drive thrus within close proximity to the City providing residents of the community convention vehicular access to those uses.

If an applicant wishes, they may request a land use variance from the Zoning Board of Appeals.

City of Grosse Pointe Woods Regulating Drive Thru Uses November 27 * Page 2

This approach may encounter legal challenge due to the fact that excluding uses is generally not allowed.



2. ACCOMMODATING RESTAURANTS WITH DRIVE THRUS IN THE HIGH INTENSITY CITY CENTER DISTRICT: The other commercial district in the City is the High Intensity City Center District. Restaurants with drive thrus would not be appropriate in this district for a number of reasons. First, the intent of this district is to encourage high density mixed use development in a single building or in an integrated campus. A drive thorough would be inconsistent with the intent and it would also be the only auto-oriented use permitted in the district.

Second, this area is relatively well developed and there is little opportunity for this type of redevelopment to occur in this area.

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City of Grosse Pointe Woods Regulating Drive Thru Uses November 27 * Page 3

3. ACCOMMODATING RESTAURANTS WITH DRIVE THRUS AS A SPECIAL LAND USE: Many communities allow restaurants with drive thrus as a special use. This approach allows the City to establish specific siting standards, setback requirements, and other restrictions relative to the potentially negative impacts. In addition, this approach gives the City the ability to develop conditions of approval on a case-by-case basis, again, relative to the anticipated impacts of the proposed drive thru. Finally, the special use approach would allow the City to deny a request based on a finding that the proposed use does not meet the special land use tests for compatibility.

The City Council would make the final determination in the case of a special land use request for a restaurant with a drive thru.

- 4. STACKING REQUIREMENTS; While the ordinance currently allows other uses with drive thrus, these uses, banks for example, have a much lower typical stacking requirement. Banks typically require three stacking spaces per window according to ITE. Pharmacles four, car washes six. Fast food restaurants with a drive thru typically require between 10 and 12 stacking spaces per window.
- 5. ISSUES TO CONSIDER WHEN REGULATING THESE FACILITIES WOULD BE:
 - Minimum lot area
 - Proximity to residential districts
 - Setbacks from residential districts
 - Screening
 - Traffic studies

- Driveway locations
- Stacking distances
- Sound level control
- Drive Thru window location
- Hours of operation



Carla Scores Michigan Carla for Geographic Schematics, 2011

Just.

AFFIDAVIT OF LEGAL PUB	LICATION
Grosse Pointe Woods, Michig (313) 882-3500	
COUNTY OF WAYNE STATE OF MICHIGAN, SS. Joe Warner	City of Grozze Plointe Mondz, Michigan PLANNING COMMISSION NOTICE
being duly sworn deposes and says that attached adver City of Grosse Pointe Woods	NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Grosse Pointe Woods will hold a public hearing under the provisions of Michigan Compiled Laws, Sections 125,3101 Heavier, 125,3702, as amended, to consider amendments to Chap-
was duly published in accordance with instructions, in the following date:	ter 50, Zoning, at a meeting scheduled for Tuesday, May 28, 2013; at 7:30 p.m. in the Council Room of the Municipal Building. The proposed ordinance is available for public inspection at the Munici- pal Building, 20025 Mack Plaza, between 8:30 a.m. and 5:00 p.m., Monday through Friday. All interested persons are invited to attend build be given our orthogic for public comment. The public may
May 9, 2013 #2 GPW 5-9 PLANNING COMMISSION and knows well the facts stated herein, and that he is the	appear in person or be represented by counset. Written comments will be received in the City Clerk's office, up to the close of busi- hess preceding the hearing. A group spokesperson is encouraged on agenda items concerning organized groups. Individuals with dis- builties contribute any light or services at the meeting should
newspaper.	AN ORDINANCE AMENDING CHAPTER 50 ZONING, SECTION 50-1 TO DEFINE DRIVE-THRU FACILITIES
Subscribed and sworn to before me this 10th day of May	AND BY ADDING LANGUAGE EXCLUDING DRIVE-THRU FACILITIES IN THE C-COMMERCIAL DISTRICT SEC. 50-370(2) AND THE C-2 HIGH INTENSITY DISTRICT SEC. 50-419(1)(F)
PATRICE A. THOMAS	GPN: 5/9/2013 City Clerk

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...

PATRICE A. IHOMAS Notary Public, State of Michigan County of Wayne My Commission Expires 06-21-2014 Acting In the county of Ungune



CITY OF GROSSE POINTE WOODS MEMORANDUM



CITY OF GROSSE PTE. WOODS

Date: June 13, 2013

To: Mayor and City Council

From: Dee Ann Irby, Treasurer/Comptroller

Subject: Resolution to Commit Fund Balance

The Governmental Accounting Standards Board (GASB 54) requires City Council action to "commit" or carry forward any budgeted expenses that are paid in the next fiscal year. There are repair projects that will not be completed and the purchase of DPW equipment that will not be received until after fiscal year ending June 30, 2013.

The 2012-2013 budget includes expenses for the following:

Repair of tennis courts – General Fund, \$10,500 Purchase of 2 snow plows – Motor Vehicle Fund, \$13,490 Purchase of John Deere Tractor – Motor Vehicle Fund \$27,161 Boat dock repairs & rehab- Boat Dock Fund, \$55,662 Replace parking meter walkways – Parking Fund, \$5,067 Purchase gas heater for DPW garage – Municipal Improvement Fund \$17,750 GIS updates for DPW – Water/Sewer Fund \$12,950

I respectfully request City Council to commit Fund Balance in the following funds: \$10,500 in General Fund, \$40,651 in Motor Vehicle Fund, \$55,662 in Boat Dock Fund, \$17,750 in Municipal Improvement Fund, \$12,950 in Water/Sewer Fund and \$5,067 in Parking Fund for year ended June 30, 2013.

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

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

...

RECEIVED

JUN 06 2013

CITY OF GROSSE PTE. WOODS

FEDERAL I.D. 38-1996878

June 01, 2013	
Client:	000896
Matter:	000000
Invoice #:	101782

REGARDING: GENERAL MATTERS

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

TOTAL

\$757.52

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KELLER THOMA

A PROFESSIONAL CORPORATION

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

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS 20025 Mack Plaza	June 01, 2013 Client: 000896 Matter: 000000	
Grosse Pointe Woods, MI 48236 Attention: Mr. Al Fincham, City Administrator	Invoice #:	101782
	Page:	1

RE: GENERAL MATTERS

For Professional Services Rendered through May 31, 2013

DATE	ATTY	DESCRIPTION	HOURS
05/01/2013	DBD	Attention to telephone call from Mr. Fincham with respect to pending contract matters.	0.25
05/01/2013	DAH	Telephone call to Financial Director Irby regarding revisions to Command Officers and AEMT contracts.	0.25
05/02/2013	DAH	Attention to revisions to Command Officers and AEMT contracts.	0.75
05/07/2013	DAH	Attention to final revisions to the AEMT and Command Officers contracts.	1.00
05/15/2013	DBD	Attention to review of correspondence with respect to pending contract negotiation matters and review of letters of understanding with respect to the same.	0.50
05/16/2013	DBD	Attention to telephone call from City Manager Fincham with respect to parking enforcement position.	0.25
05/22/2013	DBD	Attention to telephone call from City Manager Fincham with respect to pending contract negotiation matters.	0.25
05/29/2013	DBD	Attention to review of pension ordinance changes.	0.25
05/29/2013	DAH	Attention to review of all collective bargaining agreements for contract language regarding retirement ordinance.	0.25
05/30/2013	DBD	Attention to review of changes in pension ordinance.	0.50
05/30/2013	DAH	Attention to comparing Command Officers, PSO and AEMT contracts with proposed changes to the City's Retirement Ordinance.	1.25

KELLER THOMA A PROFESSIONAL CORPORATION

CITY OF GROSSE POINTE WOODS	June 01, 20	13
20025 Mack Plaza	Client:	000896
Grosse Pointe Woods, MI 48236	Matter:	000000
Attention: Mr. Al Fincham, City Administrator	Invoice #:	101782
	Page:	2

RE: GENERAL MATTERS

ATTORNEY		HOURS	RATE	AMOUNT
DAH	DEBRA A. HOOPER	3.50	\$100.00	\$350.00
DBD	DENNIS B. DUBAY	2.00	\$165.00	\$330.00
DISBURSE	MENTS			
05/22/2013	Telephone			\$0.42
05/30/2013	Document Reproduction		_	\$77.10
		Total Di	sbursements	\$77.52
	•	Total Amount Due		\$757.52

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