

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, May 6, 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. PRESENTATION
 - A. Government Finance Officers Association – Certificate of Achievement for Excellence in Financial Reporting 2012
7. MINUTES
 - A. Council 04/15/13
 - B. Committee-of-the-Whole 04/22/13, 04/29/13
w/recommendation:
 1. 2013 Grosse Pointe Woods/Shores Little League Parade
 2. Proposed Water/Sewer Budget
 - C. Planning Commission 03/26/13
 - D. Fireworks Committee 04/11/13, w/recommendations:
 1. Pyrotechnic Display
 2. Appointment (Mayoral) – Jennifer Boettcher
 - E. Mayor’s Mack Avenue Business Study Committee 10/10/12
 - F. Compensation & Evaluation Committee 03/25/13, 04/22/13, w/recommendation:
 1. Employment Contracts – Appointed Officials
8. COMMUNICATIONS
 - A. Contract – Printing Services
 1. Memo 04/12/13 – Director of Public Services
 - B. Contract – Janitorial Services for Municipal Building
 1. Memo 03/06/13, w/attachment – Director of Public Services
 - C. Fee Schedule – Water Meters/Read Device
 1. Memo 04/17/13 – Director of Public Services
 - D. Application for Permit/License
 1. Solicitor: Robert Muir – Edward Jones
 2. Ice Cream Vendor: C.K. Corporation – Lori Ann Romanik
 - E. Unpaid Invoices
 1. Memo 04/29/13 – Treasurer/Comptroller
 2. 2012 Outstanding Invoices 04/29/13

- F. Proposed FY 2013/14 Budget
 - 1. Proposed Notice of Public Hearing
- G. Budget Transfer – City Bus Repair
 - 1. Memo 04/17/13 – Director of Public Services
 - 2. Letter 04/26/13, w/attachment – City Attorney
 - 3. Email 04/08/13 – Executive Assistant
- 9. BIDS / PROPOSALS/
CONTRACTS
 - A. Wayne County Bike Rack Agreement
 - 1. Letter 04/24/13 – City Attorney
 - 2. Letter 04-10-13 – City Attorney
 - 3. Proposed Resolution of Grosse Pointe Woods city council Approving Agreement Between Wayne County and the Grosse Pointe Communities for Bicycle Path Signs and Bike Racks
 - 4. Agreement between the County of Wayne and Grosse Pointe Communities for “Share the Road” signs and bike racks w/revisions
 - 5. Agreement between the County of Wayne and Grosse Pointe Communities for “Share the Road” signs and bike racks
- 10. PROCLAMATION
 - A. Scleroderma Foundation Awareness Month
- 11. CLAIMS/
ACCOUNTS
 - A. City Attorney
 - 1. Don R. Berschback
 - 2. Charles T. Berschback
- 12. NEW BUSINESS/PUBLIC COMMENT
- 13. 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.

<p>NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST</p>
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Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

6A

04/05/2013

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Grosse Pointe Woods** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Dee Ann Irby, Treasurer/Comptroller

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.



Government Finance Officers Association

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

Presented to

**City of Grosse Pointe Woods
Michigan**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2012

Executive Director/CEO

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, APRIL 15, 2013, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:30 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
City Clerk Hathaway

The Mayor declared a moment of silence in memory of the victims and families resulting from tragic events occurring at today's Boston Marathon.

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

The following Commission member was in attendance:

Angelo DiClemente, Beautification Commission/
Mayor's Mack Avenue Business Study Committee

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

Motion carried by the following vote:

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

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

1. City Council Minutes dated 04/08/13;
2. Committee-of-the-Whole minutes dated 04/08/13.

Motion carried by the following vote:

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

Motion by Koester, seconded by Shetler, regarding **appointments – Tree Commission**, that the City Council voice no objections to the following Mayoral appointments:

- Edward Gaffney with a term to expire December 31, 2015;
- Peter K. Groschner with a term to expire December 31, 2013;
- Russell (Dale) Pegg with a term to expire December 31, 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 **Cook Schoolhouse – Cement Walkway**, that the City Council concur with the recommendation of the Historical Commission at their meeting on March 14, 2013, and approve payment of the following Cook Schoolhouse expenses totaling \$950.00, to be paid from Cook Schoolhouse Account No. 205-870-820.201:

- Cement walk from the front to the rear entrance \$450.00;
- Labor and Supplies: 500.00.

Motion carried by the following vote:

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

Motion by Ketels, seconded by Bryant, regarding **Temporary Signage: Mack Avenue Business Association**, that the City Council approve the request of the Mack Avenue

Business Association to install signage as requested advertising their spring, summer, and fall sidewalk sales.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Bryant, regarding **Conference: Michigan Association of Municipal Clerks**, that the City Council authorize the City Clerk to attend the MAMC Annual Conference from June 17 through June 21, 2013, in Frankenmuth, MI, in an amount not to exceed \$750.00, Account No. 101-215-958.000, and to reimburse for expenses incurred upon presentation and verification by the Finance Committee of an itemized expense report.

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 **Bike Friendly Community Kickoff Event – Grosse Pointe Chamber of Commerce**, that the City Council approve the Grosse Pointe Chamber of Commerce's request to hold a Bike Friendly Community Kickoff Event on Saturday, May 18, 2013, from noon to 2 p.m., as requested.

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 **Monthly Financial Report March 2013**, that the City Council refer this item to the Finance Committee.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Ketels, regarding **Agreement/Resolution: Between Wayne County and Grosse Pointe Communities, Bicycle Path Signs and Bike Racks**, that the City Council authorize the City Attorney to address the concerns of the City Council and return with a suitable Resolution.

Motion carried by the following vote:

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

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

- National Public Works Week;
- Arbor Day;
- Woods Optical 40th Anniversary.

Motion carried by the following vote:

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

Motion by Ketels, seconded by Granger, to adjourn tonight's meeting at 7:47 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, APRIL 22, 2013, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

ROLL CALL: 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 Attorney Chip Berschback
City Clerk Hathaway

Mayor Novitke called the meeting to order at 7:31 p.m.

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

Motion carried by the following vote:

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

Motion by Granger, seconded by Shetler, that the Committee recess the regularly scheduled Committee-of-the-Whole meeting at 7:32 p.m. and convene in Closed Executive Session for the purpose of discussing pending litigation at which time the Committee may or may not reconvene in regular session to address additional items as necessary, in accordance with the Open Meetings Act 1976 PA 267.

Motion carried by the following roll call vote:

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

The Chair reconvened the meeting in regular session and declared a recess at 8:25 p.m.
The meeting reconvened at 8:32 p.m.

The Director of Public Works Ahee was now in attendance at tonight's meeting.

The City Attorney provided an overview regarding the **Lochmoor Club Michigan Tax Tribunal (MTT)** case and stated the final opinion and judgment has been received. The City will need to repay Wayne County approximately \$150,000.00 total, including interest. Costs for other pending MTT cases include Kroger anticipated at a cost of \$55,000.00, and miscellaneous cases at a combined cost of approximately \$45,000.00.

Motion by Bryant, seconded by Shetler, regarding Lochmoor Club Michigan Tax Tribunal (MTT), that the Committee-of-the-Whole recommend the City Council not pursue an appeal of this tribunal case.

Motion carried by the following vote:

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

Motion by Granger, seconded by Shetler, regarding Lochmoor Club Michigan Tax Tribunal (MTT), that the Committee-of-the-Whole recommend that the City Council stipulate to the personal property for 2010 and 2011, which is a part of the opinion.

Motion carried by the following vote:

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

Motion by Granger, seconded by Shetler, regarding Lochmoor Club Michigan Tax Tribunal (MTT), that the Committee-of-the-Whole recommend City Council revise the 2013 personal property and real property values to mirror the Judge's Opinion for 2012 values.

Motion carried by the following vote:

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

The first item discussed was regarding a **proposed Zoning Ordinance Amendment, 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)**. City Attorney Chip Berschback provided an overview to obtain input and a recommendation from the Committee prior to the Planning Commission scheduling a public hearing on this ordinance. Following discussion, there

was a consensus of the Committee-of-the-Whole to support the ordinance as written.

Motion by Bryant, seconded by McConaghy, to remove Item Nos. 4 and 5, Closed Executive Session and Zoning Ordinance Amendment respectively, 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

Taken out of order was the **AT&T Lease Optimization Program Offer**. City Attorney Chip Berschback provided an overview. As indicated in his letter dated March 24, 2013, the City Attorney stated the initial lease was signed in 1996, with lease renewal extensions increasing the rent payment to \$2,163.13. AT&T has the right to cancel the existing agreement ending in 2021 with a 30 day notice, the City does not, and is offering an 84 month lease paying a monthly rent in the amount of \$1,633.13, or \$140,122.44 for the term of the lease, commencing June 1, 2013 with a 7.5% rent increase beginning June 1, 2018; or, pay a lump sum of \$200,000.00 requiring the City to sign off all rights to rental income and agree to other clauses beneficial to AT&T. Following discussion, there was a consensus of the Committee-of-the-Whole that the City has no interest in this offer.

Motion by Granger, seconded by Shetler, regarding the AT&T Lease Optimization Program offer, that the Committee-of-the-Whole recommend that City Council not accept the AT&T Optimization Offer.

Motion carried by the following vote:

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

Motion by Granger, seconded by Shetler, that Item No. 9 – AT&T Lease Optimization offer 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 next was **Alcohol – Lake Front Park**. Following a brief discussion, there was a consensus of the Committee-of-the-Whole to leave the policy as is and take no action.

Motion by Bryant, seconded by Granger, to remove Item No. 6 – Alcohol – Lake Front Park, 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 **Planning Commission vacancy** was then discussed. The Chair requested the Committee to provide names to him for consideration at a June Committee-of-the-Whole meeting. This item is to remain on the Committee-of-the-Whole agenda.

Discussion then ensued regarding various **parking meter** matters.

The Finance Committee, at their meeting on April 4, 2013, discussed **Parking Meter Fees** and asked administration to evaluate aged meters and meter rates in surrounding communities. The Director of Public Works provided an overview on times and rates of meters, and he presented a video on Parkmobile (a smartphone application for meter payment), which is currently in use in the communities of Dearborn, Royal Oak, Grosse Pointe City, and Ferndale. Member Granger suggested the Mayor's Mack Ave Business Study Committee provide a recommendation.

The Director reported the meter mechanic mechanisms are no longer being manufactured for the City's Duncan meters. He further stated a fee change costs approximately \$65.00 per head, an electronic meter that accepts coin or a smart card is \$195.00 per meter-head. The City has approximately 1,000 meters, which includes meters that have been installed and those to be used for replacements/repairs. Refurbished, electronic, coin-only meter heads cost \$98.00. A meter that accepts charge, debit, or smart card costs \$495.00 per head. There was Committee consensus that the Parking Enterprise Fund operate as a self-sufficient fund. There was discussion to possibly establish new rates to fund the cost of meters (\$160,000.00) and cover the deficit in the fund; essentially, making the Parking Enterprise Fund cost neutral.

There was a consensus of the Committee-of-the-Whole regarding parking meters:

- Refer the concept to the Mayor's Mack Avenue Business Study Committee and obtain input regarding Parkmobile, parking passes, and permit stickers.
- Increase parking rates to \$0.50 per hour was reasonable.
- Administration was asked to suggest meter options (mechanical or electronic card reader), identify a source of funding and payback period, and recommend placement of meters (district).
- Administration was requested to prepare a parking analysis within four to six weeks.

The parking meter items are to remain on the Committee-of-the-Whole agenda.

The next item discussed was **DTE Update/Supporting Data**. The City Administrator provided an overview, and he discussed a proposed letter from DTE to residents, and stated the letter was unacceptable due to wording that stated residents would be responsible for removing large limbs and diseased trees. Tree trimming did not commence on April 1st due to the letter being contested, but discussions with the DTE representative continue. Infrastructure upgrades have commenced including installation of underground wires on Vernier, as well as installation of gas lines on Mack in front of City Hall. An electrical outage approximately one month ago was due to a substation failure on Moross. Another outage was caused by a private contractor cutting down limbs that took lines down at Easter time. This item is to remain on the Committee-of-the-Whole agenda, and return in September/October.

There was a consensus to take agenda Item No. 15 – **Popular Annual Financial Report (PAFR)** out of order. Council Member Granger provided a brief overview and suggested revising Page 8, the dollar bill image, to identify specific revenue entities (Grosse Pointe Woods, Grosse Pointe Public Schools, etc.) There was a consensus of the Committee-of-the-Whole to publish and distribute the PAFR with the changes identified.

Motion by Granger, seconded by Shetler, to remove Popular Annual Financial Report (PAFR) 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

Secretary's note: The remaining agenda Item Nos. 11 thru 14 are to be addressed at a future Committee-of-the-Whole meeting:

- Employee Handbook – Social Media;
- Expenditures for renovations to Cook Schoolhouse;
- Ghesquiere Park Regulations-Review Ordinance;
- Items for Removal – A thru JJ.

Motion by Granger, seconded by Bryant, that the meeting of the Committee-of-the-Whole be adjourned at 10:08 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, APRIL 29, 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, Shetler
ABSENT: McConaghy
ALSO PRESENT: City Administrator Fincham
City Attorney Don Berschback
Treasurer/Comptroller Irby
City Clerk Hathaway

Also in attendance was Anderson, Eckstein & Westrick Engineers: Jim Rabine, Rate Analyst, and Scott Lockwood, City Engineer.

Mayor Novitke called the meeting to order at 7:35 p.m.

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

Motion carried by the following vote:

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

Motion by Granger, seconded by Ketels, that all items on tonight's agenda be received and placed on file, and to address the Little League Parade as tonight's first order of business, which was to be addressed under New Business.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Shetler, that the Committee-of-the-Whole recommend the City Council approve the request of the Woods-Shores Little League to hold their annual parade on Sunday, May 5, 2013, from 12:45 p.m. to 1:45 p.m.

Motion carried by the following vote:

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

The Committee then discussed **water/sewer rates**. Jim Rabine from Anderson, Eckstein & Westrick provided an overview stating the City of Detroit limited the increase to 4.5% with the long-term projection holding between 3-5%, which was previously between 6-6.5%. He stated the City has been prudent with 5-year projections and working on blended rates noting that the City has maintained the same budget for three years, thus positively resulting in a modest increase.

Mr. Rabine and the Treasurer/Comptroller reviewed the Treasurer/Comptroller's memo dated April 26, 2013, which identified two water/sewer rate budget scenarios:

- Scenario #1: Does not use reserves and no proposed future construction is included, therefore after this Fiscal Year no funds will remain for capital improvements. There is a 4% residential increase, and a higher percentage for commercial users or those with a larger meter.
- Scenario #2: Builds in repair/replacement cost currently at \$100,000 for water and will increase reserves up to \$200,000; sewer is at \$80,000 and will be up to \$300,000. Rate increase is 1.33%, overall for 7 years is 5.04%. The average increase for residential is 5%, and higher for commercial users or those with a larger meter.

The City Engineers and administration are looking to keep rates as low as possible for the residents by using a blended rate. The City has time to react if Flint should opt out of Detroit water, and it is therefore not necessary to build in a contingency this year even if Flint does opt out.

The Treasurer/Comptroller stated she recommended preparing the budget based on Scenario #2, which is what she has done pending Council direction. The City Administrator, City Engineer, and Director of Public Services concur with her recommendation in order to minimally maintain the water/sewer infrastructure. The City Engineer stated administration is researching a "SAW" grant, which would fund water/sewer capital improvements.

Discussion ensued regarding the two scenarios presented in addition to adding a financial enhancement to Scenario #2. Following discussion, there was a consensus of the Committee to budget Scenario #2.

Motion by Bryant, seconded by Shetler, regarding **2013/14 water/sewer rate proposal**, that the Committee-of-the-Whole recommend the City Council adopt the rate increases as proposed in Scenario #2, as presented in the Treasurer/Comptroller's memo dated April 26, 2013.

Motion carried by the following vote:

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

The next item discussed was regarding the **Employee Handbook Social Media Policy**. Following a brief discussion, there was a consensus of the Committee to direct the City Attorney to provide a draft policy to the Public Relations Committee for review. This item is to remain on the Committee-of-the-Whole agenda.

Motion by Granger, seconded by Ketels, to remove water/sewer rates from the Committee-of-the-Whole agenda.

Motion carried by the following vote:

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

The Chair declared a recess at 8:26 p.m., and reconvened at 8:34 p.m.

The next item was regarding **expenditures for renovations to Cook Schoolhouse**. The Department of Public Works Salary expenses totaled \$104,206.35 from 2007 thru 2012. Once the punch list is complete, other than regular maintenance, the school house will be done. The cost to complete the punch list is estimated at an additional \$4,500.00 for labor. Miscellaneous expenses were in the amount of \$8,166.23, and donations to date are in the amount of \$12,813.48. The Treasurer/Comptroller noted that since 2007, the City has lost \$49,100.00 in taxes due to a Land Bank reduction, which has since expired.

Motion by Bryant, seconded by Shetler, that Cook Schoolhouse be removed from the Committee-of-the-Whole agenda.

Motion carried by the following vote:

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

Discussion then ensued regarding **Ghesquiere Park Regulations – Review Ordinance**. There was a general discussion regarding safety and vandalism in the park including bathrooms, dogs, and the need for more aggressive enforcement. The Mayor asked the Committee for input regarding whether the existing dog prohibition in Ghesquiere should be removed. The consensus of the Committee-of-the-Whole was to keep the policy as is. The City Administrator stated there would be increased patrol of the park.

Motion by Granger, seconded by Shetler, that Ghesquiere Park Regulations – Review Ordinance, be removed from the Committee-of-the-Whole agenda.

Motion carried by the following vote:

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

The Committee discussed the **proposed items for removal** from the Committee-of-the-Whole.

Motion by Granger, seconded by Bryant, regarding proposed items for removal, that items 8A-JJ be removed from the Committee-of-the-Whole agenda.

Motion carried by the following vote:

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

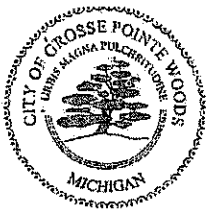
The following items were addressed under new business/public comment:

- Working barge at Lake Front Park – The City Administrator stated the work barge at Lake Front Park is old, in disrepair, and the pontoons leak. The barge is used to place buoys in the channels, do repairs, and paint the seawall. Administration found a few used, properly equipped pontoon boats ranging from \$3-3,500, which would be paid from the Boat Dock Enterprise Fund. There was a consensus of the Committee to concur with Administration to purchase the a replacement pontoon boat.
- Gator/Golf Cart - The City Administrator discussed the damaged grass at the end of sailboat lane at the park. The trucks used for maintenance are wider than the pathway and tear up the grass. Administration's solution is to purchase a used gator/golf cart at a cost of approximately \$2-2,500.00, to be paid from the Boat Dock Enterprise and General Funds. There was a consensus of the Committee to concur with Administration to purchase a gator/golf cart for Lake Front Park.
- The Treasurer/Comptroller stated she separated out membership/dues and travel in the budget sheets as requested by Council. Those sheets along with water/sewer budget sheets will be forwarded to update budget books.
- Council Member Koester does not want to receive a check for serving on Council. The Mayor explained that the Local Officers' Compensation Commission sets the salaries, and that Council Members may donate their stipend if they wish. Following discussion, Council Member Koester will work with the Treasurer/Comptroller.
- Council Member Granger reminded everyone that flower orders from Beautification Advisory Commission are due May 9th. She also stated that left over flats will be given to the Senior Commission for raffling at their ice cream social.
- Under Public Comment, a resident stated Craig's List has golf carts.

Motion by Granger, seconded by Bryant, that the meeting of the Committee-of-the-Whole be adjourned at 9:22 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk



City of Grosse Pointe Woods
20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236-2397

Telephone
(313)343-2440
FAX (313)343-2785

**APPLICATION FOR PERMIT TO HOLD A PARADE, PROCESSION,
FUN RUN, GROUP WALK, MARATHON WALK, RACE OR BIKE-A-THON**

RECEIVED

MAR 28 2013

CITY OF GROSSE POINTE WOODS

INSTRUCTIONS TO APPLICANT: In accordance with Title VIII, Chapter 17 of the 1997 City Code of the City of Grosse Pointe Woods, an application for a permit to hold a parade, procession, fun run, group walk, marathon walk, race or bike-a-thon shall be made on this form. All questions shall be answered and if the requested information is unavailable, an explanation shall be made as to why such information cannot be furnished. Knowingly furnishing or filing false information in an attempt to obtain a permit is a violation of the City Code. Application should be made 90 days prior to the scheduled event.

(OPENING DAY PARADE)!!!

1. State the name, address and telephone number of the individual or organization making such request:

GROSSE PTE. WOODS - SHORES LITTLE LEAGUE (DICK BORLAND)
1470 OXFORD RD. G.P. WOODS 48236

2. State the name and address of the charity, institution or organization that will benefit:

GROSSE POINTE WOODS - SHORES LITTLE LEAGUE

Name DICK BORLAND - PRESIDENT

Address 1470 OXFORD RD. G.P. WOODS MI. 48236

3. If a similar event has been held by the applicant within 12 months preceding the above date, explain as follows:

Date of event:

MAY 5TH, 2013 (SUNDAY)

Gross amount collected:

\$ _____

Amt. Of funds remitted to charity:

\$ _____

4. Describe a map of the starting point, route, and ending point of the event:

G.P.W.S. OPENING DAY PARADE FOR THE LITTLE LEAGUE.
THE PARADE WILL START APPX AT 12:45 AT THE COMERICA BANK
MACK/RENAUD PARKING LOT AND PROCEED DOWN MACK TO
CHASE/QUIRE PARK FOR LITTLE LGE. OPENING DAY CEREMONY

5. State the date of the event, the starting time and estimated ending time of the event:

MAY 5TH, 2013, 12:45 - 1:45 pm

6. State the number and approximate age of the participants who will take part in the event:

500 PLAYERS/COACHES 5-12 YR OLD AND ADULT COACHES
PLUS MAYOR AND COUNCIL MEMBERS.

IT IS HEREBY ACKNOWLEDGED THAT ANY PERMIT ISSUED BY THE CITY OF GROSSE POINTE WOODS IS CONDITIONAL UPON THE APPLICANT FULFILLING CERTAIN REQUIREMENTS PRIOR TO THE EVENT AND SHOULD THE APPLICANT FAIL OR NEGLECT TO FULFILL ANY SUCH CONDITION, THEN SUCH APPROVAL FOR THE EVENT, AS OBTAINED FROM THE CITY COUNCIL, SHALL BE AUTOMATICALLY RESCINDED.

Date: 3-28-2013

Dick Borland

Signature of Applicant

Attach copy of current \$1 million dollar liability insurance certificate,
with an "A" rating or better, indemnifying the City.

RETURN THE COMPLETED APPLICATION TO THE CITY CLERK'S OFFICE.

ROUTE PERMIT TO:

City Clerk

Insurance certificate attached
Calendar check for conflict

(✓)
(✓)

Initials
[Signature]

Comptroller

Insurance rating "A" or better

(✓)

[Signature]

Dir. DPSafety

Approved (✓)
Disapproved ()

[Signature]

City Administrator

Approved (X)
Disapproved ()

C.F.

City Council

Approved ()
Disapproved ()

Date: _____

SUBMIT TO CITY CLERK'S
OFFICE FOR PROCESSING

Original:	City Clerk
Yellow:	Public Safety
Pink Copy:	Applicant

CERTIFICATE OF LIABILITY INSURANCE		DATE	1/07/13
Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867		CERTIFICATE #	1220405-1
ADDITIONAL NAMED INSURED: GROSSE PT WD-SHORES LL DICK BORLAND 1470 OXFORD RD GROSSE POINTE WOODS MI 48236		1 22 06 INSURERS AFFORDING COVERAGE:	
		INSURER A:	LEXINGTON INSURANCE COMPAN
		INSURER B: (Non-Liability)	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
		INSURER C:	CHARTIS SPECIALTY INSURANCE COMPANY

COVERAGES

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

ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
X	GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,000
	X OCCURRENCE	9472612	1/01/2013	1/01/2014	GENERAL AGGREGATE	\$2,000,000
	X INCL. PARTICIPANTS	Property Damage Deductible: \$250			PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
	X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE	\$1,000,000
					SEXUAL ABUSE AGGREGATE	\$2,000,000
	MEDICAL PAYMENTS				ANY ONE PERSON	
X	DIRECTORS & OFFICERS	14756838	1/01/2013	1/01/2014	EACH LOSS	\$1,000,000
					AGGREGATE	\$1,000,000
	CRIME COVERAGE				EACH LOSS	\$35,000
		Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE
X	SPORTS EXCESS ACCIDENT	SR09105434	1/01/2013	1/01/2014	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

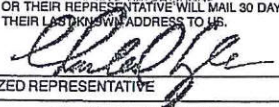
ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

- Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and
- That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

CITY OF GROSSE POINTE WOODS 2. VILLAGE OF GROSSE POINTE SHORES 3. GROSSE
POINTE SCHOOL DISTRICT

INSURED	CANCELLATION
Little League Baseball Risk Purchasing Group, Inc. 139 U.S. RT. 15 HIGHWAY South Williamsport, PA 17702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.  AUTHORIZED REPRESENTATIVE

Scenario # 2

METER CHARGES			
<i>Meter Size (Inch)</i>	<i>Water Charge (Per 2 Months)</i>	<i>Sewer Charge (Per 2 Months)</i>	<i>Combined 2 Mo. Charge</i>
5/8	\$14.00	\$30.00	\$44.00
3/4	\$14.00	\$30.00	\$44.00
1	\$19.60	\$42.00	\$61.60
1.5	\$25.20	\$54.00	\$79.20
2	\$40.60	\$87.00	\$127.60
3	\$154.00	\$330.00	\$484.00
4	\$196.00	\$420.00	\$616.00
6	\$294.00	\$630.00	\$924.00
8	\$406.00	\$870.00	\$1,276.00
10	\$816.20	\$1,749.00	\$2,565.20

CAPITAL IMPROVEMENT CHARGE			
<i>Meter Size (Inch)</i>	<i>Water Charge (Per 2 Months)</i>	<i>Sewer Charge (Per 2 Months)</i>	<i>Combined 2 Mo. Charge</i>
5/8	\$20.00	\$1.00	\$21.00
3/4	\$20.00	\$1.00	\$21.00
1	\$28.00	\$1.40	\$29.40
1.5	\$36.00	\$1.80	\$37.80
2	\$58.00	\$2.90	\$60.90
3	\$220.00	\$11.00	\$231.00
4	\$280.00	\$14.00	\$294.00
6	\$420.00	\$21.00	\$441.00
8	\$580.00	\$29.00	\$609.00
10	\$1,166.00	\$58.30	\$1,224.30

BILLING CHARGES			
<i>Meter Size (Inch)</i>	<i>Water Charge (Per Quarter)</i>	<i>Sewer Charge (Per Quarter)</i>	<i>Combined Qtr.ly Charge</i>
Per Account	\$1.00	\$1.00	\$2.00

COMMODITY CHARGES			
<i>Units</i>	<i>Water Charge</i>	<i>Sewer Charge</i>	<i>Combined</i>
Per 100 CF	\$2.07	\$2.08	\$4.15

PLANNING COMMISSION
03/26/13 – 008

MINUTES OF THE PLANNING COMMISSION OF THE CITY OF GROSSE POINTE WOODS HELD ON TUESDAY, MARCH 26, 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 (7:45), Hamborsky (7:35), Rozycki, Stapleton, Vitale, Vaughn

Absent: None

Also Present: Building Official Tutag
Recording Secretary Babij Ryska

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

MOTION CARRIED by the following vote:

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

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

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

MOTION CARRIED by the following vote:

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

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

- Members will be receiving an email from Sherrie Howard, of the Michigan Association of Planning, with new member information.

PLANNING COMMISSION
03/26/13 – 009

- The City of Harper Woods is adopting/updating their Master Plan; a draft is available on their website.
- The Rivers project is progressing; they are putting up the three story steel structure for the independent/assisted living complex. The condos are slated to be completed by September 2013.
- A new Stone Works is opening in the old Verizon location on Mack.
- Have not received any formal business application for the Robusto's location and the building is officially for sale.
- Judy McHale, Elections/Records Clerk, has discovered some historical documents regarding Mack Avenue planning. Those records may be forwarded to the 2020 Sub-committee if applicable to their project.
- Little Caesars' remodeling project should be completed in the next couple weeks.

Commission Member Vaughn gave the **March 2013 Council Reports:**

- March 4th: Nothing pertaining to the Planning Commission.
- March 18th: Nothing pertaining to the Planning Commission.

Commission Member Vitale will attend the April Council meetings.

The following **Subcommittee Reports** were provided:

2020 Plan – Commission Member Hamborsky stated that the sub-committee is in the process of getting their information into CAD format and anticipate making a presentation to the Commission at the May meeting.

Chair Evola, with the consensus of the Commission, called for a **Workshop meeting** to review the 2020 plan on **May 28, 2013 at 6:30 p.m.**

Special Sign Ordinance – Commission Member Vaughn stated there is nothing to report and scheduled a sub-committee **meeting** for **Saturday, April 20, 2013 at 9:00 a.m.**

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

- Commission Member Vaughn noted that the Planning & Zoning News (February 2013) summarized an Appeals case that overturned a cell tower denial in West Bloomfield. He will review the case more closely and will distribute the article to the members.

Motion by Stapleton, seconded by Rozycki, to adjourn at 7:50 p.m. Passed unanimously.



FIREWORKS COMMITTEE
APRIL 11, 2013

MINUTES OF THE FIREWORK'S COMMITTEE OF THE CITY OF GROSSE POINTE WOODS
HELD ON WEDNESDAY, APRIL 11, 2013 AT THE GROSSE POINTE WOODS – LAKE ROOM,
20025 MACK, GROSSE POINTE WOODS, MICHIGAN.

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

Members Absent: Sara Brown

Also in Attendance: Susan Como (Recording Secretary)

The Chair called the meeting to order at 5:37 p.m.

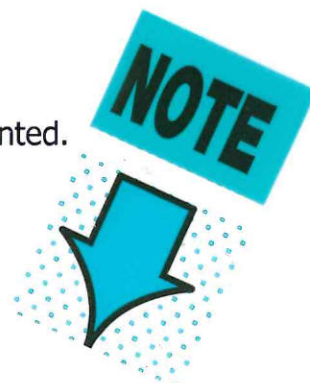
Motion by Granger, seconded by Shetler, to accept tonight's agenda as presented.

Motion passed by the following vote:

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

No: None

Absent: Brown



Two companies submitted **Pyrotechnic Display** bids. *American Fireworks*, in the
amounts of \$27,000.00 and \$33,000.00 and *Melrose Pyrotechnics, Inc.*, in the amounts
of \$27,000.00 and \$33,000.00.

Motion by Shetler, seconded by Fenton, regarding the 2013 Pyrotechnics contract that the
Firework's Committee recommend City Council approve an agreement with *Melrose
Pyrotechnics, Inc.*, in the amount of \$27,000.00 to provide pyrotechnic services for the
2013 Grosse Pointe Woods firework's display.

Motion passed by the following vote:

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

No: None

Absent: Brown



New Business

The Chair informed committee members that he spoke with the President/Executive
Director of the Grosse Pointe Chamber of Commerce, Jennifer Boettcher, about serving
on the Firework's Committee. Ms. Boettcher agreed to serve on the committee.

There was consensus of the committee to appoint the President/Executive Director of the Grosse Pointe Chamber of Commerce, Jennifer Boettcher, to the Firework's Committee with a term to begin in 2014.

Recording Secretary Como was directed to prepare sponsorship letters to ACE Hardware and McDonald – Errol Service.

It was determined six lights would be rented (four for Parcels' fence line and two for Lochmoor's fence line); four of the lights would be paid out of the firework's account and two would be paid for by Lochmoor Club.

Committee member Fincham indicated the volunteers working security detail on the night of the fireworks would be placed at Parcels and, if necessary, Mason fields, which would relieve public safety officers to patrol the streets. Also, Public Safety has jackets to supply the volunteers with to wear on the night of the event.

Motion by Fincham, seconded by Shetler, to immediately certify the minutes of the April 11, 2013 firework's meeting.

Motion passed by the following vote:

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

No: None

Absent: Brown

Motion by Fincham, seconded by Shetler, to adjourn meeting at 5:48 p.m. Passed Unanimously.

Respectfully Submitted,

Susan Como
Recording Secretary

MELROSE PYROTECHNICS, INC.
AGREEMENT

This contract entered into this 26th Day of March AD 2013 by and between MELROSE PYROTECHNICS, INC. of Kingsbury, Indiana and City of Grosse Pointe Woods (Customer) of City Grosse Pointe Woods State Michigan.

WITNESSETH: MELROSE PYROTECHNICS, INC. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER one (1) Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of June 30, 2013 with the rain date of July 1, 2013 Customer Initial _____, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. Customer shall remit to the first party an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of MELROSE PYROTECHNICS, INC. In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, MELROSE PYROTECHNICS, INC. shall be entitled to 40% of the contract price for costs, damages and expenses. If the fireworks exhibition is canceled by CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay to MELROSE PYROTECHNICS, INC. on demand, all MELROSE PYROTECHNICS, INC.'s out of pocket expenses incurred in preparation for the show including but not limited to, material purchases, preparation and design costs, deposits, licenses and employee charges.

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

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

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

Customer will provide the following items:

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

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

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

MELROSE PYROTECHNICS, INC.

By: Mike VanLoo
Date Signed: March 26, 2013

Mike VanLoo, Event Producer
1 Kingsbury Industrial Park, P.O. Box 302
Kingsbury, Indiana 46345
(800) 771-7976
Email: mvanloo@melrosepyro.com

CUSTOMER

By: _____
Date Signed: _____
(PLEASE TYPE OR PRINT)

Name: _____
Address: _____
Phone: _____
Email: _____

Approved for Signature

Don R. Berschback
City Attorney

64-29-13
Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2013

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

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

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS:	FAX (A/C, No): 216-658-7101
INSURED Melrose Pyrotechnics, Inc. Kingsbury Industrial Parkway Heinold Complex Kingsbury IN 46345	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Co	NAIC #
	INSURER B: Granite State Insurance Co	23809
	INSURER C: Travelers Indemnity Co	25658
	INSURER D: Maxum Indemnity Company	26743
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 788849664

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			1619273-05	1/15/2013	1/15/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA93487535	1/15/2013	1/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EXC6017975	1/15/2013	1/15/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		0323N491 (MI)	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DISPLAY DATES: June 30, 2013 with a rain date of July 1, 2013

LOCATION: Lochmoor Country Club, Grosse Pointe Woods, MI

ADDITIONAL INSURED: City of Grosse Pointe Woods Fireworks Committee: Robert E. Novitke, Richard Shetler, Jr., Vicki A. Granger, Al Fincham, Curt Bledsoe, Chris Fenton, Sara Brown, Susan Como, Tom Hauff; City of Grosse Pointe Woods; Grosse Pointe Public School System; Lochmoor Club; Grosse Pointe Board of Education; St. John Providence; Grosse Pointe Public Library; Parcels School.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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MAYOR'S MACK AVENUE BUSINESS STUDY COMMITTEE
10-10-12

MINUTES OF THE MEETING OF THE MAYOR'S MACK AVENUE BUSINESS STUDY COMMITTEE OF THE CITY OF GROSSE POINTE WOODS HELD ON WEDNESDAY, OCTOBER 10, 2012, IN THE COMMUNITY CENTER LAKE ROOM, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Kevin Ketels, Chair
MEMBERS: Robert E. Novitke, Mayor
Peter Ahee
Jennifer Boettcher
Angelo DiClemente
William Matouk
Richard Shetler Jr.
John Vitale

ABSENT: Daniel Curis, Thomas Fahrner

ALSO PRESENT: Skip Fincham, City Administrator
Lisa Hathaway, City Clerk
Gene Tutag, Building Official

Also in attendance was Ron DiCicco, Grosse Pointe Chamber of Commerce/Economic Development.

The meeting was called to order at 6:05 p.m. by Chair Ketels.

Motion by Novitke, seconded by Vitale, that the minutes of the May 23, 2012, meeting be approved as submitted.

Motion carried by the following vote:

YES: Ahee, Boettcher, DiClemente, Ketels, Matouk, Novitke, Shetler, Vitale
NO: None
ABSENT: Curis, Fahrner

The Committee commenced discussion regarding the Grosse Pointe Chamber of Commerce Strategic Plan and economic development initiatives. Chair Ketels turned the floor over to Ron DiCicco and Jennifer Boettcher to provide an overview.

Mr. DiCicco stated the Chamber has embarked upon a mission to prepare a strategic plan for economic development. The Chamber is looking at the project from a collaborative perspective and how it can effectively work with municipalities and businesses to prepare a strategic plan benefitting all of the Grosse Pointes.

MAYOR'S MACK AVENUE BUSINESS STUDY COMMITTEE
10-10-12

Mr. DiCicco inquired regarding the steps Grosse Pointe Woods has taken toward economic development relating to a strategic plan, whether one is being developed, and how the Chamber can help. Member Vitale reported on behalf of the Planning Commission's 20/20 Committee, which is reviewing many issues regarding strategic planning such as Mack Avenue Business District, development affecting the City's Master Plan, and long-term viability of Mack Avenue. Mr. DiCicco offered to meet with the 20/20 Committee. Member Vitale also reported the Committee is looking at zoning, both current and future, change in the master plan footprint, crosswalks, traffic patterns, gateways, security, enhanced shopping, parking, and mixed-use development.

The Mayor asked the Committee and Mr. DiCicco for ideas to improve upon Mack Avenue. Member Ahee is looking for ways to attract businesses that will attract and keep customers in Grosse Pointe Woods. Other items discussed included walkable communities, business types, trolley transportation to points of interest, more Chamber involvement, and ways to bring developer interest into the community.

Mr. DiCicco suggested linking the City into the Chamber website to draw entrepreneurs and developers and to provide development ideas (such as mixed-use), and to include the direction of the City. He suggested hiring a marketing person. Member Vitale suggested inviting developers to a round table.

Member Ahee suggested surveying the residents to find out what businesses they would like to see on Mack. Member Vitale suggested Jim Berry as a marketing consultant.

Mr. DiCicco stated he would like to meet with the Grosse Pointe associations and has yet to meet with Grosse Pointe Park. He suggested providing the Chamber with City data to place on their website.

There was a consensus of the Committee to meet again in a couple of weeks.

Member DiClemente then provided a verbal report on recent Mack Avenue Business Association events:

- 7th Annual Bike Decorating Contest;
- Lou's pet shop is willing to sponsor "Children's Pets" event next year;
- Fall sidewalk sale – Discover Mack Avenue Event. Although there was low attendance, the Association will continue the event hoping to utilize a band next year for a concert on the lawn. Increased promotion is needed. The Mayor suggested adding a taste fest. Ms. Boetcher suggested changing the date from Thursday to Saturday.
- Holiday parking meters – will continue to provide, place, and remove holiday bags in parking meters.
- Looking to increase membership.

MAYOR'S MACK AVENUE BUSINESS STUDY COMMITTEE
10-10-12

Member Ahee suggested getting groups together to promote a larger event including the Foundation. This item is to be addressed at a future meeting.

Motion by Novitke, seconded by Shetler, to excuse Member Curis from tonight's meeting.

Motion carried by the following vote:

YES: Ahee, Boettcher, DiClemente, Ketels, Matouk, Novitke, Shetler, Vitale

NO: None

ABSENT: Curis, Fahmer

New Business:

- The Mayor discussed business hours.
- The Mayor asked Committee Members to provide topic discussions to the Chair.
- Future topics of discussion are to include Zoning (Parcel size) and Discover Mack event.
- Study whether there is any benefit to reduce speed limit on Mack.
- Consider bringing in a commercial realtor such as Jim Berry to attend future meetings.

Motion by DiClemente, seconded by Ahee, to adjourn tonight's meeting at 7:19 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

COMPENSATION AND EVALUATION COMMITTEE
March 25, 2013

MINUTES OF THE MEETING OF THE COMPENSATION AND EVALUATION COMMITTEE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, March 25, 2013 IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order by Chair Bryant at 7:04p.m.

ROLL CALL:

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

ALSO IN ATTENDANCE:

City Administrator Alfred Fincham
Council Member Rich Shetler

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

Motion carried by the following vote:

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

Motion by McConaghy, second by Novitke, to approve the minutes of 03/11/13 and 03/18/13.

Motion carried by the following vote:

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

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

Motion by McConaghy, seconded by Novitke, that the meeting of the Compensation and Evaluation Committee be adjourned at 7:26 p.m. Passed unanimously.

Respectfully submitted by Arthur W. Bryant

COMPENSATION AND EVALUATION COMMITTEE
APRIL 22, 2013

MINUTES OF THE MEETING OF THE COMPENSATION AND EVALUATION COMMITTEE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, APRIL 22, 2013 IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

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

ROLL CALL:

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

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

Motion carried by the following vote:

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

Motion by Novitke, second by McConaghy, to approve the minutes of the 03/25/13 meeting as presented.

Motion carried by the following vote:

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

The meeting involved discussions on final issues of Compensation and Evaluation. Motion by McConaghy, second by Novitke, to recommend to the City Council that the employment contracts of the City Administrator, City Treasurer/Comptroller, City Clerk, City Assessor, and City Attorney be extended from July 1, 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: Novitke, Bryant, McConaghy
No None
Absent: None

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

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Novitke, that the meeting of the Compensation and Evaluation Committee be adjourned at 7:16 pm. Passed unanimously.

Respectfully submitted by Arthur W. Bryant

MEMO 13 - 20

RECEIVED

APR 16 2013

CITY OF GROSSE POINTE WOODS



TO: Alfred Fincham, City Administrator
FROM: Joseph J Ahee, Director of Public Services
DATE: April 12, 2013
SUBJECT: Recommendation – Printing Services

An “Invitation to Bid” to provide printing services for the City calendar, Update newsletters and the Annual Drinking Water Quality Report from July 1, 2013 through June 30, 2016 was forwarded to six companies on January 30, 2013. It was also advertised in the Grosse Pointe News. The bid opening was held on March 19, 2013 and the following bids were received:

Compton Press Industries	\$48,300.00
Dearborn Lithograph, Inc.	\$49,836.00
Graphics East	\$53,511.00
Met Com	\$65,331.00
Towar Productions	\$65,495.52

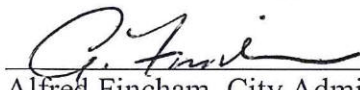
Compton Press Industries has provided printing services to the city for the 2012/2013 fiscal year and their service has been satisfactory fulfilling our printing needs on a timely basis. Therefore, I recommend the contract be awarded to the lowest qualified bidder Compton Press Industries, Inc., 23079 Commerce Dr, Farmington Hills, MI 48335 to supply printing services for the City calendar, Update newsletters and the Annual Drinking Water Quality Report from July 1, 2013 through June 30, 2016 in an amount not to exceed \$48,300.00 or \$16,100.00 per fiscal year. This is a budgeted item included in the amount of \$19,500.00 in account 101-780-880.000 for the calendar and newsletters and in the amount of \$2,000.00 in account 592-536-757.000 for the annual water quality report, contingent upon approval of the fiscal year budget for 2013/2014, 2014/2015, and 2015/2016.

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

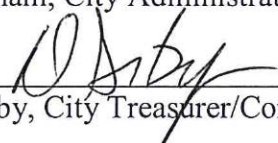
c.c. Dee Ann Irby
Bid File
O/F

dm

Recommended for Approval as Submitted:


Alfred Fincham, City Administrator

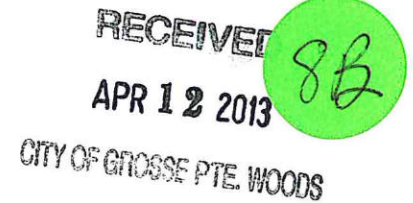
4-15-13
Date


Dee Ann Irby, City Treasurer/Comptroller

4-15-13
Date

Council Approval Required

MEMO 13 - 9



TO: Alfred Fincham, City Administrator

FROM: Joseph J Ahee, Jr., Director of Public Services *JJA*

DATE: March 6, 2013

SUBJECT: Recommendation – Janitorial Services for Municipal Building

Triple F Commercial Cleaning Services has the current contract to provide janitorial services for the municipal building through June 30, 2013. They are fully insured and bonded and their work is satisfactory. The bid specifications included a provision that the city could extend the contract for additional periods as long as service requirements and the contract price remain the same. Triple F's offer to extend current pricing for the upcoming fiscal year July 1, 2013 through June 30, 2014 is attached.

Therefore, I recommend a contract in an amount not to exceed \$13,000.00 be awarded to Triple F Commercial Cleaning Services, 22442 Marter Rd., St. Clair Shores, MI 48080 to supply janitorial services for the municipal building from July 1, 2013 through June 30, 2014. This is a budgeted item included in the 2013/2014 budget in account 101-444-818.000 in the amount of \$15,000.00 contingent upon approval of the 2013/2014 budget. I do not believe any benefit would accrue to the city by seeking additional bids.

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

Attachment

c.c. Dee Ann Irby
O/F

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

Alfred Fincham

Alfred Fincham, City Administrator

3-8-13

Date

Dee Ann Irby

Dee Ann Irby, City Treasurer/Comptroller

4-11-13

Date

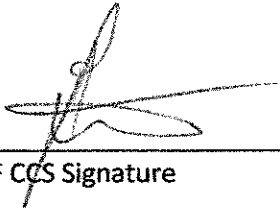
Council Approval Required

March 1, 2013

Amendment to the maintenance agreement

<u>Customer</u>	<u>City of Grosse Pointe Woods</u>
<u>Address</u>	<u>20025 Mack Plaza Dr</u>
	<u>Grosse Pointe Woods, MI 48236</u>
<u>Contact Person</u>	<u>Joe Ahee</u>
<u>Original Contract Date</u>	<u>July 1, 2012</u>
<u>Yearly Price</u>	<u>13,000.00</u>

Triple F CCS to provide cleaning services for City of Grosse Pointe Woods from July 1, 2013 to June 30 2014 the same price, terms and conditions as indicated in the original on July 1, 2012



Triple F CCS Signature

City of Grosse Pointe Woods Signature

TONY JUEZA

Print Name

Print Name



RECEIVED

APR 30 2013

CITY OF GHOSSE PTE. WOODS

TO: Alfred Fincham, City Administrator

FROM: Joseph J Ahee, Jr., Director of Public Services

DATE: April 29, 2013

SUBJECT: Recommended Increase in Fees for Water Meters and Read Device

Following the upgrade of the City's water meter read system I reviewed the current Water Meter Fee Schedule and determined the prices should be adjusted to reflect the City's increased costs for a new meter and read device in the sizes shown below:

Current Meter FeesRecommended Updated Fees

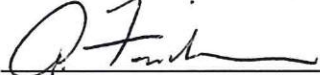
5/8" meter and read device = \$185.00	5/8" meter and read device = \$205.50
3/4" meter and read device = \$197.00	3/4" meter and read device = \$232.50
1" meter and read device = \$239.00	1" meter and read device = \$314.00
1 1/2" meter and read device = \$412.00	1 1/2" meter and read device = \$533.00
2" meter and read device = \$551.00	2" meter and read device = \$718.50
3" meter and read device = \$1,595.00	3" meter, strainer and read device = \$2,675.00
4" meter and read device = \$2,742.00	4" meter, strainer and read device = \$3,955.00
6" meter and read device = (not in schedule)	6" meter, strainer and read device = \$5,590.00

I recommend these revisions be made to the City's Water Meter Fee Schedule, to cover the increased costs for a new meter and read device.

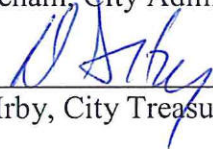
If you have any questions concerning this matter please contact me.

c.c. Dee Ann Irby
O/F

Recommended for Approval as Submitted:


Alfred Fincham, City Administrator

4-30-13
Date


Dee Ann Irby, City Treasurer/Comptroller

4-30-13
Date

Council Approval Required

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

RECEIVED

APR 08 2013

8D

APPLICATION FOR PERMIT/LICENSE - VENDOR/SOLICITOR/PEDDLER, ET AL.

Chapter 10 Businesses. Section 10-220

Permit Fees: Annual \$75; Month \$20; Day \$10

~~Penalty for each day \$10 each person~~

Applicant: Robert Muir Birth Date: [REDACTED]

Home address: 15021 Rohan Telephone: 586-243-2119

Sterling Heights, MI

Driver's License No. [REDACTED]

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

Business Address: 19806 Mack Avenue, Grosse Pointe Woods

Description of Business: Financial Services

Assistants: _____

Name	Address	Date of Birth
_____	_____	_____
Name	Address	Date of Birth
_____	_____	_____
Name	Address	Date of Birth
_____	_____	_____

If vehicle used, describe: 2010 Ford Edge BHH 754
Year Make Type License #

Other cities served: _____

Years previously licensed in Grosse Pointe Woods: None 2010 2011 2012 20

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

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

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

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

Signed: Robert G. Muir Date: 4/5/2013

State of Michigan)
County of Wayne) ss.

Subscribed & sworn to before me this
day of April, 2013
[Signature]
Signature of Notary Public
My Commission Expires: 08/24/18

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

White - City Clerk Yellow - Applicant Pink - Cashier

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

RECEIVED
APR 09 2013
CITY OF GROSSE POINTE WOODS

APPLICATION FOR PERMIT/LICENSE - VENDOR/SOLICITOR/PEDDLER, ET AL

Chapter 10 Businesses. Section 10-220
Permit Fees: Annual \$75; Month \$20; Day \$10

Applicant: Lori Ann Romanik Birth Date: [REDACTED]

Home address: 8320 Riviera Circle North Telephone: (586) 795-4174

Starling Heights, Michigan 48313 Driver's License No. [REDACTED]

Business Name: C.K. Corporation Telephone: (586)-755-4888

Business Address: 23968 Sherwood Centerline, Michigan 48015.

Description of Business: ice-cream vending

Assistants: _____

Name	Address	Date of Birth
Name	Address	Date of Birth
Name	Address	Date of Birth

If vehicle used, describe: 1994 Chev Stop Van CC44116
Year Make Type License #

Other cities served: Grosse Pte. Park, Harper Wood, St. Clair Shores
1998 thru 2012

Years previously licensed in Grosse Pointe Woods: None _____ 20 _____ 20 _____ 20 _____ 20 _____

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

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

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

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

Signed: Lori Ann Romanik Date: April 9, 2013

State of Michigan)
County of Wayne) ss.

Subscribed & sworn to before me this
9 day of April, 2013

Bernice Russo

Signature of Notary Public: **BERNICE RUSSO**
My Commission expires: Notary Public - Michigan
Macomb County

White - City Clerk My Commission Expires Feb 5, 2018ellow - Applicant
Acting in the County of Wayne

Public Safety:	<u>Approve</u>	<u>Deny</u>
City Clerk:	<u>[Signature]</u>	
Council Action:		
Plate No.:		
Date Issued:		
By:		

Pink - Cashier



CITY OF GROSSE POINTE WOODS
MEMORANDUM

RECEIVED
APR 29 2013
CITY OF GROSSE PTE. WOODS



Date: April 29, 2013

To: Mayor and City Council

From: Dee Ann Irby, Treasurer/Comptroller

A handwritten signature in blue ink, appearing to read "D. Irby".

Subject: Unpaid Invoices

Attached is a list of unpaid invoices for services rendered by the City to our residents.

Grass Cutting/Property Maintenance	\$5,484.00
Cross Connection	\$ 375.00
Tree Removal/Property Maintenance	<u>\$3,000.00</u>
Total Unpaid Invoices	\$8,859.00

We have made several attempts to collect the fees, but have been unsuccessful. I am requesting the approval of City Council to transfer the unpaid invoices to the real property tax bills in July 2013.

If you have any questions, feel free to call me.

4/29/13

2012 OUTSTANDING INVOICES				
STREET	ADDRESS	GRASS INV#	AMT	DATE PD
ALINE	1445	W619	39.00	
ALLARD	1897	W507	39.00	
ALLARD	1897	W532	39.00	
ALLARD	1897	W545	39.00	
ALLARD	1897	W594	39.00	
ALLARD	1897	W616	39.00	
ALLARD	2363	W600	39.00	
ANITA	1326	W527	39.00	
ANITA	1326	W586	39.00	
ANITA	1326	W595	78.00	
ANITA	1326	W609	450.00	
ANITA	1515	W550	39.00	
ANITA	1992	W515	39.00	
ANITA	1992	W530	39.00	
ANITA	1992	W557	39.00	
ANITA	1992	W571	39.00	
ANITA	1992	W608	39.00	
ANITA	2000	W529	39.00	
ANITA	2000	W574	39.00	
BRYN	2051	W564	39.00	
CANTERBURY	1039	W544	39.00	
COOK	835	W502	39.00	
FAIRHOLME	1630	W610	104.00	
HAWTHORNE	1298	W524	39.00	
HOLIDAY	19950	W512	39.00	
HOLIDAY	19950	W536	39.00	
HOLIDAY	19950	W577	39.00	
HOLIDAY	19950	W590	78.00	
HOLIDAY	19950	W617	39.00	
HOLLYWOOD	972	W546	39.00	
HOLLYWOOD	972	W572	39.00	
HOLLYWOOD	972	W593	39.00	
HOLLYWOOD	972	W611	39.00	
HOLLYWOOD	2222	W506	39.00	
HOLLYWOOD	2222	W533	39.00	
HOLLYWOOD	2222	W558	39.00	
HOLLYWOOD	2222	W584	39.00	
HOLLYWOOD	2222	W598	39.00	
HUNT CLUB	1977	W556	39.00	
HUNT CLUB	1977	W603	39.00	
HUNT CLUB	1977	W620	39.00	
LANCASTER	2017	W542	39.00	
LENNON	1890	W500	105.00	
LENNON	2159	W591	39.00	

LOCHMOOR	1426	W539	760.00	
MARTER	20810	W523	39.00	
MARTER	20810	W547	39.00	
MARTER	20810	W570	39.00	
MARTER	20810	W605	39.00	
NEWCASTLE	1589	W510	39.00	
NEWCASTLE	1589	W526	39.00	
NEWCASTLE	1589	W581	39.00	
RENAUD N	1310	W618	1530.00	
ROSLYN	2132	W516	39.00	
ROSLYN	2153	W517	39.00	
TORREY	1450	W509	39.00	
TORREY	1450	W554	39.00	
TORREY	1450	W579	39.00	
TORREY	1450	W601	39.00	
TORREY	1450	W612	39.00	
VERNIER	641	W508	39.00	
VERNIER	641	W534	39.00	
VERNIER	641	W555	39.00	
VERNIER	641	W587	39.00	
VERNIER	641	W604	39.00	
VERNIER	641	W621	39.00	
VERNIER	1380	W511	39.00	
VERNIER	2145	W589	39.00	
		TOTAL DUE	5484.00	

MACK	20641	#12-34 CROSS CONNECT	125.00	
MACK	20551	#12-32 CROSS CONNECT	125.00	
MACK	20535	#12-31 CROSS CONNECT	125.00	
		TOTAL DUE	375.00	

N BRYN	972	#12-11 TREE REMOVAL	3000.00	
		TOTAL DUE	3000.00	

TOTAL INVOICES DUE	8859.00
---------------------------	----------------

8F

City of Grosse Pointe Woods
Notice of Public Hearing
 On The Proposed 2013-14 General Budget
 And
 The Various Other Fund Budgets

NOTICE IS HEREBY GIVEN, that the Mayor and City Council of the City of Grosse Pointe Woods will be meeting on May 20, 2013 at 7:30 p.m. in the Council Chambers of the Municipal Building, 20025 Mack Plaza, for the purpose of conducting a public hearing on the proposed 2013-14 General Fund Budget as well as the various other Fund Budget of the said City.

The subject of this hearing is the property tax millage rate of 16.1327 proposed to be levied on July 1, 2013 to support the proposed General Fund & Solid Waste Budgets. If adopted, the proposed millage will generate \$9,697,366 in operating revenue from ad valorem property taxes for all funds, which is a \$111,835 or 1.19% increase compared to the 2012-13 total tax collection of \$9,583,531. It is anticipated that the winter millage levied for Milk River Drainage tax will be 4.5977 mills.

Purpose of Millage	Millage Rate	Revenue Generated
General Operating	13.4986	\$8,114,008
EMS	0.5280	\$317,381
Total General Operating Levies	14.0266	\$8,431,389
Act 359 - Public Relations	0.0810	\$48,689
Act 298 - Solid Waste	2.0251	\$1,217,288
Total Special Acts Millage	2.1061	\$1,265,977
TOTAL SUMMER MILLAGE	16.1327	\$9,697,366

The City Council expects to take action on the proposed millage rates as well as taking action to approve the aforementioned budgets at the Council meeting immediately following the public hearing. The taxing unit publishing this notice, identified above, has complete authority to establish the number of mills to be levied from within its authorized millage rate.

GENERAL FUND

General Government	\$2,664,438	
Public Safety	\$5,226,636	
Public Works	\$2,345,663	
Parks & Recreation	\$1,637,550	
MIS	\$ 358,361	
Total General Fund		\$12,232,648

SPECIAL REVENUE

Major Street	\$ 769,456	
Local Street	\$ 745,224	
Parkway Beautification	\$70,275	
Ambulance	\$626,016	
Act 302 Training	\$8,000	
Solid Waste	\$1,318,787	
CDBG	\$7,000	
911 Service Fund	\$89,760	
Total Special Revenue		\$3,634,518

DEBT SERVICE FUND

Grosse Gratiot Drain (Milk River)	\$1,409,168	
Total Debt Funds		\$1,409,168

CAPITAL PROJECTS FUND

Municipal Improvement	\$92,560	
Total Capital Projects Fund		\$92,560

ENTERPRISE FUNDS

Parking Fund	\$267,204	
Water / Sewer	\$9,852,366	
Boat Dock Fund	\$113,215	
Commodity Sales Fund	\$53,800	
Total Enterprise Funds		\$10,286,585

INTERNAL SERVICE FUNDS

Workmen's Compensation	\$141,000	
Motor Vehicle Fund	\$1,064,216	
Total Internal Service Funds		\$1,205,216

FIDUCIARY FUNDS

Pension Trust Fund	\$3,371,750	
Supplemental Annuity	\$ 270,855	
Total Fiduciary Funds		\$3,642,605

GRAND TOTAL ALL FUNDS		\$32,503,300
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A copy of the proposed budget will be available for inspection during regular business hours at the office of the City Administrator. Public comments, oral and/or written, will be welcome at the public hearing on the aforesaid proposed General Fund Budget and the various other Fund Budgets.

Al Fincham
City Administrator

86

MEMO 13 - 16

TO: Alfred Fincham, City Administrator
FROM: Joseph J Ahee, Director of Public Services
DATE: April 17, 2013
SUBJECT: Repairs Needed – City Buses

After performing a thorough maintenance check to determine the current condition of the city buses, the following repairs will be necessary including parts and labor.

P&R Bus 4 – 1997 Ford E-Super Duty Bus

Replace rotted oil pan, gasket and rear main seal	\$ 3,050.00
Replace brake lines 50-feet: parts \$16.03, labor \$800.00	816.03
Tires: 2 @\$101.49 each	202.98
Coil springs – front 2 @\$121.65	243.30
Ball joints – uppers 2 @\$34.00, lowers 2 @\$62.00	192.00
Front end alignment	100.00
Subtotal	<u>\$ 4,604.31</u>

P&R Bus 5 – 1997 Ford E-Super Duty Bus

Replace rotted oil pan, gasket, and rear main seal	\$ 3,050.00
A/C Compressor: cost \$400.00, labor \$1,000	1,400.00
Replace brake lines 50-feet: parts \$16.03, labor \$800.00	816.03
Tires: 4 @\$101.49 each	405.96
Coil springs – front 2 @\$121.65	243.30
Front end alignment	100.00
Subtotal	<u>\$ 6,015.29</u>

Total \$10,619.60

Sue Como agreed to pursue possible Smart funds and it is my understanding that funds will be available. However, at this time sufficient funds are not available in the Parks & Rec vehicle maintenance account #640-851-939.300 to cover the repairs on both buses. Sufficient funds are available to cover the repairs to P&R Bus 5. In order to cover the repairs on P&R Bus 4, I am requesting \$4,604.31 be transferred to account #640-851-939.300 from the general fund fund balance. The \$4,604.31 will be reimbursed to the general fund fund balance when received from Smart. If you have any questions concerning this matter please contact me.

c.c. Dee Ann Irby
O/F

Recommended for Approval as Submitted:

Alfred Fincham
Alfred Fincham, City Administrator

Dee Ann Irby
Dee Ann Irby, City Treasurer/Comptroller

5/1/13
Date
5/1/13
Date

Council Approval Required

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

April 26, 2013

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

RE. Use of SMART Credits for Local Bus Repair

Dear Skip:

I have reviewed the March 28th Memo regarding necessary repairs to City buses as well as the emails exchanged between Susan Como and Melissa Hightower at SMART. I was asked to review this given the fact that the money would be used to repair buses that in part transport residents to Lake Front Park.

I spoke with Ms. Hightower on April 24, 2013 and we discussed previous emails indicating she was well aware of the fact that repairs would be utilized for buses that transport our residents to a resident only park. She indicated that for purposes of these credits, this would still be a valid use of public funds because the "public", in a general sense, refers to our city's residents. These credit amounts are used in other communities for personalized resident service such as taxi programs, charter bus service, and municipal van service. Ms. Hightower analogized it to other cities use of money for their local PAATS services.

Having reviewed this material and after my discussion with SMART representative Hightower, I would have no objection to use of these funds for repairs to our buses.

Very truly yours,



CHIP BERSCHBACK

CTB:nmg
Enclosures

cc: Don R. Berschback
Lisa K. Hathaway

Resources

SMART is committed to serving residents in Macomb, Oakland, Wayne and Monroe counties by working with local units of government and local transit agencies. By working together we have the ability to share resources, maximize efficiencies and provide higher levels of transportation service.

SMART offers a variety of programs and services to assist transit providers. In this section you will find resource information for:

- Funding
- Marketing and communication services
- Bus advertising program
- Links to state and federal websites
- Funding sources

Local units of government are not limited to SMART funding sources to operate service. Additional funds generated from communities' general fund or special tax assessments may be combined with the funding sources available through SMART to provide a higher level of transit service. The current SMART programs available to provide capital and operating funding are listed below:



Municipal Credits (MC)

State Act 51 **operating** assistance, allocated to each community in Macomb, Oakland and Wayne counties. MC may be used for a variety of purposes including the cost to operate local community service. Funds must be utilized within two (2) years of their establishment.



Community Credits (CC)

SMART millage funding that is returned by SMART to local communities within the taxing district. CC may be used for **capital or operating** purposes. **Operating** funds must be utilized within two (2) years of their establishment. Funds for SMART-approved transportation related **capital** expenses must be utilized within five (5) years from award.

Specialized Service (SS)

State-wide competitive program that allows private non-profit, private for profit and local units of government to receive **operating** assistance for a community based program whose primary interest is older adults and people with disabilities. Annual applications and participation in quarterly coordination committee meetings are required. New applications are accepted upon state authorization.

Section 5310

Federal **capital** program (competitive) to provide formula funding to States for the purpose of assisting private nonprofit groups in meeting the transportation needs of the elderly and persons with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs.

Section 5316 Job Access Reverse Commute (JARC)

A competitive Federal program administered by the state, SEMCOG and local transit systems. Applications are accepted when authorized by the FTA.

Section 5317 New Freedom

A competitive Federal program administered by the state, SEMCOG and local transit systems. Applications are accepted when authorized by the FTA.

SMART Bus Procurement Program

SMART programs Federal and State **capital** funding for bus/van purchases to local units of government. The Federal Transit Administration (FTA) and the Michigan Department of Transportation (MDOT) provide a percentage, which equals the total cost to purchase a

WHAT ARE MUNICIPAL CREDITS

Municipal Credit funds first became available under a State authorized funding program in July of 1979. This program provides \$3 million in credit funds to be divided between every City, township and Village in Oakland, Wayne and Macomb counties on a per capita basis. The \$3 million comes from a \$1 million special State grant and \$2 million from State Act 51 operating funds. Act 51 funds are given to SMART based on a match of 40% from the State and 60% from other funding sources.

In the past, SMART made up the entire 60% match with federal funding and farebox. Today, because of the decrease in federal funding, the millage funds are needed to meet the 60% match requirement. The local match is automatically met by communities who pay the SMART millage (Opt-in communities). Opt-out communities, who do not pay the SMART millage must use other funds to meet the match requirement.

Opt-out communities, who do not provide this local match, are still eligible to receive approximately two-thirds of their municipal credit funds from SMART.

HOW TO USE MUNICIPAL CREDITS

Municipal Credit funds were to be used by local units of government to operate small bus systems or as we call them today "Community Partnership Programs". Because every municipality did not have a small bus system, SMART expanded the Municipal Credit Program to include other transportation projects. These projects are what we define as our "Municipal Credit Program". For opt-out communities, the projects are as follows:

1. Municipal van service
2. Subsidized taxi program
3. Purchase of charter bus service
4. Other proper transportation purposes

Municipalities have the option of funding one program or a combination of programs to meet the transportation needs of their citizens. Municipalities also have the option to transfer their funds to participate in a joint transportation program. **Municipal Credits MUST be used for operating cost only.**

HOW TO APPLY FOR MUNICIPAL CREDITS

To apply for Municipal Credit funds, a municipality must contract with SMART and have the ability to spend the funds for a qualified transportation program within two years. After two years, all unused Municipal Credit funds are recaptured.

Susan Como

From: Susan Como
Sent: Monday, April 08, 2013 9:36 AM
To: Robert E Novitke
Cc: Alfred Fincham; Charles Berschback; Don R. Berschback
Subject: FW: Local Bus repairs

Please see below.

Susan Como
Executive Assistant to the City Administrator
City of Grosse Pointe Woods
(313) 343-2445
scomo@gpwwmi.us

"Ability is what you're capable of doing. Motivation determines what you do. Attitude determines how well you do it." ~Lou Holtz~

From: Hightower, Melissa [<mailto:MHightower@smartbus.org>]
Sent: Monday, April 08, 2013 9:03 AM
To: Susan Como
Subject: RE: Local Bus repairs

That's fine.

Melissa V. Hightower
Suburban Mobility Authority for Regional Transportation (SMART)
Wayne County Ombudsperson
30000 Industrial Drive
Inkster, MI 48141
734-446-3026 (office)
248-244-8701 (fax)
mhightower@smartbus.org

From: Susan Como [<mailto:SComo@gpwwmi.us>]
Sent: Friday, April 05, 2013 3:47 PM
To: Hightower, Melissa
Subject: RE: Local Bus repairs

I know we have previously discussed and you advised it was OK, but I just want to remind you that our park is a resident only park. With that being said, will it still be OK to be reimbursed for the repairs to our bus. (the buses are also open to the public when we have special events).

Susan Como
Executive Assistant
City of Grosse Pointe Woods
(313) 343-2445

scomo@gpwmi.us

From: Hightower, Melissa [<mailto:MHightower@smartbus.org>]
Sent: Tuesday, April 02, 2013 1:30 PM
To: Susan Como
Subject: RE: Local Bus repairs

Yes the repairs can be reimburse from Community Credits.

Melissa V. Hightower
Suburban Mobility Authority for Regional Transportation (SMART)
Wayne County Ombudsperson
30000 Industrial Drive
Inkster, MI 48141
734-446-3026 (office)
248-244-8701 (fax)
mhightower@smartbus.org

From: Susan Como [<mailto:SComo@gpwmi.us>]
Sent: Tuesday, April 02, 2013 1:28 PM
To: Hightower, Melissa
Subject: RE: Local Bus repairs

One more quick question. Since it is for operations, it can come out of the community credit balance correct?

	FY 09	FY 10	FY 11	FY12	FY13	Total
Municipal Credit					\$4,609	
\$4,609						
Community Credit	\$6,298.42	\$14,375.42	\$14,938	\$9,050	\$9,050	
\$53,711.84						

Susan Como
Executive Assistant to the City Administrator
City of Grosse Pointe Woods
(313) 343-2445
scomo@gpwmi.us

" Ability is what you're capable of doing. Motivation determines what you do. Attitude determines how well you do it." ~Lou Holtz~

From: Hightower, Melissa [<mailto:MHightower@smartbus.org>]
Sent: Tuesday, April 02, 2013 12:06 PM
To: Susan Como
Subject: RE: Local Bus repairs

Hello Sue,

You can use your MC/CC funding to pay for the repairs. Once the repairs are completed, please input these expense on your quarterly report and fax me the paid invoices for all other the repairs that was done on the vehicle.

As always, if you have any questions please contact me.

Thanks

Melissa V. Hightower
Suburban Mobility Authority for Regional Transportation (SMART)
Wayne County Ombudsperson
30000 Industrial Drive
Inkster, MI 48141
734-446-3026 (office)
248-244-8701 (fax)
mhightower@smartbus.org

From: Susan Como [<mailto:SComo@gpwmi.us>]
Sent: Tuesday, April 02, 2013 11:29 AM
To: Hightower, Melissa
Subject: Question
Importance: High

Hi Melissa:

Attached is a memo from our city's Director of Public Services outlining the repairs that need to be made to our busses that are used to transport our residents to-and-from our park as well as for other city events. If you recall, you and I discussed you looking into the possibility of utilizing some of the surplus of the money our community has to perform the necessary repairs.

Can you tell me if we would be able to use our available funding to pay for the repairs needed to keep the busses running?

Thank you,

Susan Como
Executive Assistant
City of Grosse Pointe Woods
(313) 343-2445
scomo@gpwmi.us

This transmission is the property of the City of Grosse Pointe Woods. If you have received this in error please delete immediately.

This transmission is the property of the City of Grosse Pointe Woods. If you have received this in error please delete immediately.

Subject: Bus Repair Memo
From: Susan Como (SComo@gpwmi.us)
To: blbwlaw@yahoo.com;
Cc: JAhee@gpwmi.us; afincham@gpwmi.us;
Date: Thursday, April 25, 2013 4:29 PM

Hi Chip:

The memo attached is the most current - not sure if you have this one or the one dated March 28th.

Have a good night.

Susan Como
Executive Assistant
City of Grosse Pointe Woods
(313) 343-2445
scomo@gpwmi.us

This transmission is the property of the City of Grosse Pointe Woods. If you have received this in error please delete immediately.

9A

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400

FAX (586) 777-0430

blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK
OF COUNSEL

April 24, 2013

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

RE. Wayne County Bike Rack Agreement / Agenda Item May 6, 2013

Dear Honorable Mayor and Council:

The first draft of the Wayne County Bike Rack Agreement was reviewed by you at the April 15th Council meeting. I have attached to this letter my original summary from April 10th and a proposed Council Resolution.

In accordance with my concerns and my discussions with Shane Reeside and Mr. Fincham, I prepared a red lined draft showing my proposed changes to the Agreement. I am working with Wayne County Assistant Corporation Counsel Nancy Rade on this matter and she has emailed me back indicating all of my proposed changes are acceptable. I have reviewed her final agreement (also enclosed) which adopts all of my proposed changes and makes no other changes. Accordingly, I am recommending that this matter be approved and the Resolution adopted at the May 6th Council meeting.

I have attached the red lined Agreement for your review so you can see both the original agreement and my changes. The most important changes are as follows:

1. Title of Agreement: The signs do not involve a specific bike path along a route, so the document references the "Share the Road" campaign and signs.
2. Paragraph 5.01: No city will be required to provide blanket survey and easement documents. Production of these documents would require a written request from the County and any Grosse Pointe could elect to decline to use as a specific site or suggest an alternate site. This was never thought to be a major problem since a vast majority of the sites are on public right of ways, but it makes clear that we will not be providing these documents as a contractual requirement.
3. Paragraph 5.06: This paragraph originally used the term "park" and required a park to be opened to the public on equal terms. The word "park" has been changed to "bike rack" since all of the bike racks are located in areas generally accessible to the general public.

Honorable Mayor and Council

April 24, 2013

RE: Wayne County Bike Rack Agreement / Agenda Item May 6, 2013

Page 2

4. Paragraph 6.03: The Grosse Pointes or a specific Grosse Pointe could elect to terminate the agreement prior to construction without jeopardizing the balance of the agreement.
5. Paragraph 13.04: No City is required to provide environmental information unless specifically requested by the County for a specific site. If a specific site is an issue, the City can suggest an alternate site without jeopardizing the remainder of the project.
6. Paragraph 16.09: Municipal employees could theoretically be used for construction.

Wayne County is requesting that each City adopt a resolution authorizing Mr. Reeside to sign this Agreement. If you have any questions, please call.

Very truly yours,



CHIP BERSCHBACK

CTB:nmg
Enclosures

cc: Skip Fincham
Lisa K. Hathaway

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

April 10, 2013



Save

DON R. BERSCHBACK
OF COUNSEL

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

RE. Wayne County Bike Rack Agreement / Agenda Item April 15, 2013

Dear Honorable Mayor and Council:

A grant from Wayne County in the amount of \$70,000.00 has been offered for placement of bike racks and bike signs throughout the five Grosse Pointes. Wayne County has now provided an agreement for approval by each City. Note the Exhibit showing that a majority of the racks will be located along Mack Avenue in Grosse Pointe Woods. Grosse Pointe Farms' City Manager Shane Reeside has been designated as the spokesperson for the five cities and Mr. Fincham has been working with Shane and Wayne County on this project for several months. Wayne County is requesting that each City pass a resolution which approves of the agreement and designates Shane Reeside as the signator. I spoke with Shane recently and there are some changes which will be anticipated, but I'm recommending that the City adopt the attached Resolution with the caveat that "any final changes or amendment to the agreement as presented be approved by the Grosse Pointe Woods City Attorney".

Here's an executive summary of the agreement:

Paragraph 3.01: The agreement becomes effective when Wayne County and Shane Reeside sign the agreement. Mr. Reeside is designated as the "representative" of the Communities for purpose of this project.

Paragraph 4.01: County funding not to exceed \$70,000.00.

Paragraph 5.01: The cities would be required to provide certain evidence of title and easements. I spoke with Shane about this and this will be negotiated with Wayne County since most, if not all of the locations within Grosse Pointe Woods will be in County right of ways.

Paragraph 5.02: Each city would indemnify and hold the County harmless from any claims relating to the project.

Paragraph 5.05: Any city would be responsible for financing the project beyond the \$70,000.00 grant.

Honorable Mayor and Council

April 10, 2013

RE: Wayne County Bike Rack Agreement / Agenda Item April 15, 2013

Page 2

Paragraph 5.06: This clause as written would allow "each park to be open to the public". This needs to be changed since the intent is that these bike racks will be placed in public right of ways and not in any park which might be restricted to residents.

Paragraph 5.09: Any signage would be approved by the County and the County would be recognized as a donor.

Paragraph 13.04: As written, this paragraph would require the cities to conduct and complete environmental samplings. Again, this section needs to be changed, since I explained to Shane that we will not pay for needless environmental tests.

If you have any questions please call.

Very truly yours,



CHIP BERSCHBACK

CTB:gmr
Enclosures

**RESOLUTION OF
GROSSE POINTE WOODS CITY COUNCIL
APPROVING AGREEMENT BETWEEN WAYNE COUNTY
AND THE GROSSE POINTE COMMUNITIES FOR SHARE THE ROAD SIGNS
AND BIKE RACKS**

WHEREAS the City of Grosse Pointe Woods City Council has reviewed an Agreement between Wayne County and the Grosse Pointe Communities for Share the Road Signs and Bike Racks ("Agreement"); and

WHEREAS the Agreement requires each of the five Grosse Pointe Communities to adopt a resolution approving the Agreement; and

WHEREAS the Agreement designates the City Manager of Grosse Pointe Farms as the representative of the Communities for purposes of the project; and

WHEREAS the Agreement states that the County will fund construction for certain recreational improvements including share the road signs and bike racks in an amount not to exceed \$70,000.00; and the Agreement requires the Grosse Pointe Communities to hold the County harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses relating to the project; and

WHEREAS at a regularly scheduled meeting of the Grosse Pointe Woods City Council occurring on _____, 2013 a motion was made by Councilperson _____ and seconded by Councilperson _____ to approve adoption of the Agreement and authorize the Grosse Pointe Farms City Manager to sign the agreement on behalf of Grosse Pointe Woods.

THEREFORE IT IS HEREBY RESOLVED that the City of Grosse Pointe Woods approves the Agreement between Wayne County and the Grosse Pointe Communities for Share the Road Signs and Bike Racks, and authorizes the Grosse Pointe Farms City Manager to sign the

Agreement on behalf of the City of Grosse Pointe Woods, provided that any final changes or amendments to the Agreement as presented be approved by the Grosse Pointe Woods City Attorney.

Motion carried by the following Roll Call vote:

Novitke
Bryant
Ketels
Koester
Shelter
Granger
McConaghy

Lisa Kay Hathaway
City Clerk

CERTIFICATION

I, Lisa Kay Hathaway, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council on _____, 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.

Lisa Kay Hathaway
City Clerk

AGREEMENT

between

THE COUNTY OF WAYNE

and

THE GROSSE POINTE COMMUNITIES

for

~~Bicycle path signs~~ "Share the Road" signs and bike racks

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EXHIBIT A - BICYCLE ROUTE SIGN PLANNING: Preliminary Bike Rack Locations

EXHIBIT B - PROJECT DESCRIPTION

EXHIBIT C - SIGNAGE SPECIFICATIONS

EXHIBIT D - SIGNATURE AUTHORITY

THIS AGREEMENT ("Agreement") is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the "County") and the Grosse Pointe Communities, consisting of each of five incorporated cities: Grosse Pointe, Grosse Pointe Park, Grosse Pointe Farms, Grosse Pointe Shores and Grosse Pointe Woods, all Michigan municipal corporations, (hereinafter "COMMUNITIES " or "GROSSE POINTE COMMUNITIES").

1. **PURPOSE**

1.01 The County and Communities have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the residents of Wayne County.

2. **SCOPE OF THE PROJECT**

2.01 The County will cooperatively fund the construction of improvements (the "Project") at the various road right-of-way locations in the Communities of Grosse Pointe, Grosse Pointe Park, Grosse Pointe Farms, Grosse Pointe Woods and Grosse Pointe Shores, (individually, "Site" or collectively, "Sites"), for the citizens of Wayne County, at the locations described in Exhibit A attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the City Manager of Grosse Pointe Farms, who has been designated as the representative of the Communities for purposes of this Project, in creation of the Project under the limitations indicated in Sections 4 and 5.

3. **TERMS OF CONTRACT**

3.01 The effective date of this Agreement is upon approval of resolutions by each of the Grosse Pointe Communities City Councils and the Wayne County Commission and upon

obtaining signatures from the City Manager of Grosse Pointe Farms and the Wayne County Chief Executive Officer, whichever occurs last.

3.02 The Agreement shall remain in full force and effect during the time that each Site is operational and open to the public, unless terminated before such time under the terms and conditions indicated in this Agreement.

4. COUNTY'S COVENANTS

4.01 The County will fund construction of the recreational appurtenances described in Exhibit B attached hereto and made a part hereof. The funding provided by the County for these recreational appurtenances shall not exceed SEVENTY-THOUSAND Dollars (\$70,000.00).

5. COMMUNITIES' COVENANTS

5.01 Communities warrant that all Sites at which signs or bike racks will be installed are on City-owned property or within the public right-of-way, as described in Exhibit A. Prior to construction of any portion of the Project, but only in the event that there is a question as to whether a specific site actually involves City owned property or a public right-of-way, Communities shall provide the County based on a written request from the County with documents evidencing title to each Site, which may include, but is not necessarily limited to, certified right-of-way maps, deeds, assignments, leases, land contracts, and mortgage instruments. The documents must specify all covenants, restrictions, easements, or other encumbrances on each Site. In lieu of providing these documents, any one of the Grosse Pointe Communities may elect to decline use of a specific site for involvement in the Project, or suggest an alternate Site to the County.

5.02 ~~Communities warrant that all Sites at which signs or bike racks will be installed are on City-owned property or within the public right-of-way, as described in Exhibit A.~~

5.02 Communities shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in Exhibit A.

5.03 Communities shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County.

5.04 Communities shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor and subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse Communities for any unapproved costs or costs outside the scope of this Agreement.

5.05 Communities shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

5.06 Communities shall operate and maintain the bike signs and racks for public ~~recreation~~ use, and that it shall allow each ~~park bike rack~~ to be open to the public on equal and reasonable terms and that no individual shall be denied ~~ingress or egress~~ access thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

5.07 If Communities fail to complete the Project during the term of this Agreement or within two (2) years of the effective date of this Agreement, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

5.08 Communities agree that in consideration of the financial commitment that the County is providing for the Project, Communities shall operate each Site as a ~~recreational facility~~bike rack for no less than 10 years after the Project is completed, except in the event the County agrees in writing to decommission any specific site at a City's request.

5.09 Communities will develop the signage in cooperation with the County. Signage will recognize the County as a donor. The signage shall comply with the specifications described in Exhibit C attached hereto and made a part hereof. The County shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. Communities shall install the signage prior to the Project's completion.

5.10 Communities agree to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). Communities further agree to provide the County with no less than ~~thirty (30)~~fourteen (14) days prior written notice of a proposed media event.

5.11 Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

6. **TERMINATION**

6.01 This Agreement can be terminated by either party with or without cause upon 30 days written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

6.02 After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses previously approved by the County and incurred by Communities, not to exceed the amount stated in Section 4.01.

6.03 Communities, or a specific Community, may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County their pro rata share of any funding provided by the same under this Agreement.

7. **DATA TO BE FURNISHED**

7.01 Communities must maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of three (3) years from the date Communities receives its final reimbursement payment under this Agreement.

7.02 Upon the request of the County or its authorized representative, including its Legislative Auditor General, Communities must furnish, without charge, copies of all information, books, records, data, reports, etc., of Communities, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by Communities or any of its contractors, subcontractors, consultants or agents. Communities

must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to Communities pending the results of any such audit without penalty or interest.

7.03 The County may schedule conferences at mutually convenient times with Communities administrative personnel to gather the information required in Paragraphs 7.01 and 7.02. If, as a result of any audit conducted by or for the County relating to Communities' performance under this Agreement, a discrepancy should arise as to the amount of compensation due Communities, Communities shall pay to the County on demand the amount of compensation in question. If Communities fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to Communities but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid Communities in any concurrent, successive or future agreements between the parties.

7.04 Communities further acknowledge the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

8. ADMINISTRATION

8.01 Communities must inform the County as soon as the following types of conditions become known:

1. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Site;
2. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
3. Any changes or modifications in appropriations and funding for the Project.

9. **RELATIONSHIP OF PARTIES**

9.01 The parties are independent entities, including each of the individual Grosse Pointe Communities. No liability or benefits, such as Workers Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

10. **INSURANCE**

10.01 All insurance secured by Communities or any contractors, subcontractors, consultants or agents performing work related to this Agreement must be effected under valid and enforceable policies, issued by recognized, responsible insurers, licensed to do business in the State of Michigan and which are well-rated by national rating organizations.

10.02 Communities, at its expense, or any contractors, subcontractors, consultants or agents retained by Communities, at their own expense, shall maintain during the construction of the Project and during the time each Site-bike rack and sign is operational and open to the public,

Commercial General Liability Insurance with minimum limits for bodily injury of \$2 Million Dollars per occurrence and \$4 Million Dollars aggregate and with minimum limits for property damage of \$2 Million Dollars per occurrence and \$2 Million Dollars aggregate.

10.03 Communities, at its expense, or any contractors, subcontractors, consultants or agents retained by Communities, at their own expense, shall maintain during the construction of the Project, Workers Compensation coverage that meets Michigan statutory requirements and employer's liability insurance with at least \$500,000 limits.

10.04 Communities, at its expense, or any contractors, subcontractors, consultants or agents retained by Communities, at their own expense, shall maintain during the construction of the Project, Automobile Liability Insurance, including coverage on hired and owned vehicles, with minimum limits for bodily injury and property damage of \$1,000,000 each accident.

10.05 If, during the term of this Agreement, changed conditions or other pertinent factors, should in the reasonable judgment of the County render inadequate the insurance limits, Communities will furnish on demand such additional coverage as may reasonably be required and available under the circumstances.

10.06 Insurance policies must name Communities as insured, name the County as an additional insured and loss payee, and must not be canceled, terminated or materially changed without at least thirty (30) days prior written notice from Communities to the County. Prior to execution of this Agreement by the parties, certificates evidencing such insurance must be submitted by Communities to the County's Risk Management Division located at 500 Griswold, 21st Floor, Detroit, Michigan 48226, and at least fifteen (15) days prior to the expiration dates of expiring policies.

10.07 Failure to comply with provisions contained in this Article may be deemed as a material breach of this Agreement.

11. HOLD HARMLESS

11.01 Communities agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by Communities as submitted pursuant to Section 5.03.

11.02 This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or its agencies, or employees, as provided by statute or modified by court decisions.

12. LIABILITY

12.01 The County does not assume and is not responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing or during the term of this Agreement.

12.02 This Agreement is not intended to create beneficial rights in any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

13. ENVIRONMENTAL MATTERS

13.01 Communities warrants to the County that Communities will not use Hazardous Materials (as defined in Section 13.06) at any Site in violation of any governmental regulation

pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

13.02 Communities warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at any Site, and, to the best of Communities's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects a Site.

13.03 Communities will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal regulations. Communities must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. Communities shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Communities, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

13.04 Prior to commencing the Project, and in the event that the County determines in writing that a specific site may pose an environmental hazard, then the specific Community involved Communities must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of Communities' receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at

any Site, Communities shall immediately disclose the findings to the County. If the County decides to proceed with the Project, Communities shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. Communities or any third party cannot rely upon the audit conducted by the County for any purpose. In the event that the County requests environmental information pursuant to this paragraph, a specific Community may decline to place a sign or rack in a specific location without jeopardizing the remainder of the Project.

13.05 It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by Communities as submitted pursuant to Section 5.03. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

1. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;
2. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;

3. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;
4. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;
5. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

13.06 Hazardous Material means any material or substance:

1. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;
2. Containing gasoline, oil, diesel, fuel, or other petroleum products;
3. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
4. Containing polychlorinated biphenyl;
5. Containing asbestos;
6. Which is radioactive;
7. The presence of which requires investigation or remediation under any governmental regulation; or

8. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. **COMPLIANCE WITH LAWS**

14.01 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

14.02 Communities must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

15. **AMENDMENTS**

No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties and approved by resolutions adopted by the Grosse Pointe Communities through their respective municipal Councils, and the Wayne County Commission.

16. **NONDISCRIMINATION PRACTICES**

16.01 Communities shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.)

and its associated regulations.

- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

16.02 All contractors, subcontractors, consultants and agents retained by Communities to perform work related to this Agreement shall not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.

- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. Communities also shall not make or keep a record of that information or disclose such information.
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

16.03 Communities agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant, or agent. Communities will include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Agreement.

16.04 All contractors, subcontractors, consultants and agents retained by Communities to perform work related to this Agreement shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age,

marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon Communities.

16.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

16.06 Communities acknowledge the right of the Director of Human Relations to sue to enforce the provisions in this Article.

16.07 If Communities or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

16.08 In the event that Communities is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with 1976 P.A. 453, Communities covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

16.09 Nothing in this Agreement shall preclude any Community from utilizing municipal employees for all or part of the contracting relating to the Project.

17. ETHICS IN CONTRACTING

17.01 Communities and all of its contractors must comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing Communities ordinances.

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to Communities:

City Manager
City of Grosse Pointe Farms
90 Kerby Road
Grosse Pointe Farms, Michigan 48236
Attn: Shane Reeside

If to the County:

Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185

and

Director of Administration
Wayne County Department of Public Services
400 Monroe, Suite 300
Detroit, Michigan 48226

18.02 All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

18.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

19. WAIVER OF ANY BREACH

No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

21. MERGER CLAUSE

21.01 This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

21.02 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

22. JURISDICTION AND LAW

This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

23. MISCELLANEOUS

23.01 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

23.02 The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 10; 11; 12; 13; 14; 16; 17; and 22.

23.03 The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

23.04 This Agreement must not be construed as a waiver of any governmental immunity the County, its agencies, or employees, has as provided by statute or modified by court decisions.

23.05 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

24. AUTHORIZATION AND CAPABILITY

24.01 This Agreement has been approved and executed by the Charter County of Wayne and the Communities of Grosse Pointe, Grosse Pointe Park, Grosse Pointe Farms, Grosse Pointe Shores and Grosse Pointe Woods, as evidenced by the attached Resolutions adopted by each Communities' municipal Council, and the Wayne County Commission. Copies of such resolutions shall be attached to this Agreement.

24.02 Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement. See Attached Exhibit D authorizing City Manager of Grosse Pointe Farms to sign on behalf of the Communities.

24.03 This Agreement is effective only upon review and approval by the Wayne County Commission, the Wayne County Chief Executive Officer, the representative for the Communities and each Communities' Council, whichever occurs last.

25. SIGNATURE

25.01 The County and Communities, by their authorized officers and representatives have executed this Agreement as of the dates written below.

[SIGNATURES ON THE FOLLOWING PAGES]

| **Bicycle-path "Share the Road" signs & racks—Grosse Pointe Communities**
WITNESSES

COUNTY OF WAYNE

By: _____

Robert A. Ficano
Its: Chief Executive Officer

Date: _____

County Commission approved and
execution authorized by Resolution

No. _____

Date: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by Robert A. Ficano, on
behalf of the Charter County of Wayne.

Notary Public, Wayne County, Michigan
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

Bicycle path "Share the Road" signs & racks —Grosse Pointe Communities

WITNESSES

COMMUNITIES OF GROSSE POINTE

By: _____
Shane Reeside
Its: City Manager, Grosse Pointe Farms
Date: _____

____ Communities' Municipal Councils approved and
execution authorized by Resolutions:

No. _____	No. _____	No. _____
Date: _____	Date: _____	Date: _____
No. _____	No. _____	
Date: _____	Date: _____	

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____, by _____, City
Manager of Grosse Pointe Farms, on behalf of Communities of Grosse Pointe, Grosse Pointe
Park, Grosse Pointe Farms, Grosse Pointe Shores, and Grosse Pointe Woods.

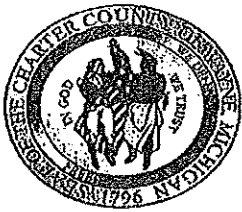
Notary Public,
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

EXHIBIT A
BICYCLE ~~ROUTE~~ SIGN PLANNING
Preliminary Bike Rack Locations

EXHIBIT B
PROJECT DESCRIPTION

EXHIBIT C
SIGNAGE SPECIFICATIONS

EXHIBIT D
SIGNATURE AUTHORIZATION



ROBERT A. FICANO
COUNTY EXECUTIVE

Zenna Elhasan
Corporation Counsel
Harnetha Jarrett
Deputy Corporation Counsel

Nancy M. Rade
Assistant Corporation Counsel
313-224-5404 (phone)
313-967-2544 (fax)
nrade@co.wayne.mi.us

April 22, 2013

Mr. Shane Reeside, City Manager
City of Grosse Pointe Farms
90 Kerby Road
Grosse Pointe Farms, MI 48236

RE: Revised: IGA with Grosse Pointe Communities for
"Share the Road" signs and bike racks

Dear Mr. Reeside:

Enclosed you will find the proposed agreement, revised as per comments made by Chip Berschback, attorney for the City of Grosse Pointe Woods. Per his note, you have already circulated a red-lined version with these revisions among the communities.

Again, please return three signed originals, together with resolutions from each of the Grosse Pointe Communities which indicate acceptance of the terms.

If you have any questions, please feel free to call me at 313.224.5404.

Very truly yours,

Nancy M. Rade
Assistant Corporation Counsel

C: Chip Berschback, Esq. at blbwlaw@yahoo.com
Jessica Mistak, Deputy Director of Parks

Enclosure
#289480

DEPARTMENT OF CORPORATION COUNSEL
500 GRISWOLD STREET, 11TH FLOOR
DETROIT, MICHIGAN 48226

AGREEMENT

between

THE COUNTY OF WAYNE

and

THE GROSSE POINTE COMMUNITIES

for

“Share the Road” signs and bike racks

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EXHIBIT A - BICYCLE SIGN PLANNING: Preliminary Bike Rack Locations

EXHIBIT B - PROJECT DESCRIPTION

EXHIBIT C - SIGNAGE SPECIFICATIONS

EXHIBIT D - SIGNATURE AUTHORITY

THIS AGREEMENT ("Agreement") is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the "County") and the Grosse Pointe Communities, consisting of each of five incorporated cities: Grosse Pointe, Grosse Pointe Park, Grosse Pointe Farms, Grosse Pointe Shores and Grosse Pointe Woods, all Michigan municipal corporations, (hereinafter "COMMUNITIES " or "GROSSE POINTE COMMUNITIES").

1. PURPOSE

1.01 The County and Communities have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the residents of Wayne County.

2. SCOPE OF THE PROJECT

2.01 The County will cooperatively fund the construction of improvements (the "Project") at the various road right-of-way locations in the Communities of Grosse Pointe, Grosse Pointe Park, Grosse Pointe Farms, Grosse Pointe Woods and Grosse Pointe Shores, (individually, "Site" or collectively, "Sites"), for the citizens of Wayne County, at the locations described in Exhibit A attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the City Manager of Grosse Pointe Farms, who has been designated as the representative of the Communities for purposes of this Project, in creation of the Project under the limitations indicated in Sections 4 and 5.

3. TERMS OF CONTRACT

3.01 The effective date of this Agreement is upon approval of resolutions by each of the Grosse Pointe Communities City Councils and the Wayne County Commission and upon

obtaining signatures from the City Manager of Grosse Pointe Farms and the Wayne County Chief Executive Officer, whichever occurs last.

3.02 The Agreement shall remain in full force and effect during the time that each Site is operational and open to the public, unless terminated before such time under the terms and conditions indicated in this Agreement.

4. **COUNTY'S COVENANTS**

4.01 The County will fund construction of the recreational appurtenances described in Exhibit B attached hereto and made a part hereof. The funding provided by the County for these recreational appurtenances shall not exceed SEVENTY-THOUSAND Dollars (\$70,000.00).

5. **COMMUNITIES' COVENANTS**

5.01 Communities warrant that all sites at which signs or bike racks will be installed are on City-owned property or within the public right-of-way, as described in Exhibit A. Prior to construction of any portion of the Project, but only in the event that there is a question as to whether a specific site actually involves City owned property or a public right-of-way, Communities shall provide the County based on a written request from the County with documents evidencing title to each Site, which may include, but is not necessarily limited to, certified right-of-way maps, deeds, assignments, leases, land contracts, and mortgage instruments. The documents must specify all covenants, restrictions, easements, or other encumbrances on each Site. In lieu of providing these documents, any one of the Grosse Pointe Communities may elect to decline use of a specific site for involvement in the Project, or suggest an alternate site to the County.

5.02 Communities shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in Exhibit A.

5.03 Communities shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County.

5.04 Communities shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor and subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse Communities for any unapproved costs or costs outside the scope of this Agreement.

5.05 Communities shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

5.06 Communities shall operate and maintain the bike signs and racks for public use, and that it shall allow each bike rack to be open to the public on equal and reasonable terms and that no individual shall be denied access thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

5.07 If Communities fail to complete the Project during the term of this Agreement or within two (2) years of the effective date of this Agreement, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

5.08 Communities agree that in consideration of the financial commitment that the County is providing for the Project, Communities shall operate each Site as a bike rack for no less than 10 years after the Project is completed, except in the event the County agrees in writing to decommission any specific site at a City's request.

5.09 Communities will develop the signage in cooperation with the County. Signage will recognize the County as a donor. The signage shall comply with the specifications described in Exhibit C attached hereto and made a part hereof. The County shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. Communities shall install the signage prior to the Project's completion.

5.10 Communities agree to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). Communities further agree to provide the County with no less than fourteen (14) days prior written notice of a proposed media event.

5.11 Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

6. TERMINATION

6.01 This Agreement can be terminated by either party with or without cause upon 30 days written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

6.02 After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses previously approved by the County and incurred by Communities, not to exceed the amount stated in Section 4.01.

6.03 Communities, or a specific Community, may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County their pro rata share of any funding provided by the same under this Agreement.

7. DATA TO BE FURNISHED

7.01 Communities must maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of three (3) years from the date Communities receives its final reimbursement payment under this Agreement.

7.02 Upon the request of the County or its authorized representative, including its Legislative Auditor General, Communities must furnish, without charge, copies of all information, books, records, data, reports, etc., of Communities, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by Communities or any of its contractors, subcontractors, consultants or agents. Communities must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to Communities pending the results of any such audit without penalty or interest.

7.03 The County may schedule conferences at mutually convenient times with Communities administrative personnel to gather the information required in Paragraphs 7.01 and 7.02. If, as a result of any audit conducted by or for the County relating to Communities' performance under this Agreement, a discrepancy should arise as to the amount of compensation due Communities, Communities shall pay to the County on demand the amount of compensation in question. If Communities fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to Communities but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid Communities in any concurrent, successive or future agreements between the parties.

7.04 Communities further acknowledge the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

8. ADMINISTRATION

8.01 Communities must inform the County as soon as the following types of conditions become known:

1. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Site;
2. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
3. Any changes or modifications in appropriations and funding for the Project.

9. RELATIONSHIP OF PARTIES

9.01 The parties are independent entities, including each of the individual Grosse Pointe Communities. No liability or benefits, such as Workers Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

10. INSURANCE

10.01 All insurance secured by Communities or any contractors, subcontractors, consultants or agents performing work related to this Agreement must be effected under valid and enforceable policies, issued by recognized, responsible insurers, licensed to do business in the State of Michigan and which are well-rated by national rating organizations.

10.02 Communities, at its expense, or any contractors, subcontractors, consultants or agents retained by Communities, at their own expense, shall maintain during the construction of the Project and during the time each bike rack and sign is operational and open to the public, Commercial General Liability Insurance with minimum limits for bodily injury of \$2 Million Dollars per occurrence and \$4 Million Dollars aggregate and with minimum limits for property damage of \$2 Million Dollars per occurrence and \$2 Million Dollars aggregate.

10.03 Communities, at its expense, or any contractors, subcontractors, consultants or agents retained by Communities, at their own expense, shall maintain during the construction of

the Project, Workers Compensation coverage that meets Michigan statutory requirements and employer's liability insurance with at least \$500,000 limits.

10.04 Communities, at its expense, or any contractors, subcontractors, consultants or agents retained by Communities, at their own expense, shall maintain during the construction of the Project, Automobile Liability Insurance, including coverage on hired and owned vehicles, with minimum limits for bodily injury and property damage of \$1,000,000 each accident.

10.05 If, during the term of this Agreement, changed conditions or other pertinent factors, should in the reasonable judgment of the County render inadequate the insurance limits, Communities will furnish on demand such additional coverage as may reasonably be required and available under the circumstances.

10.06 Insurance policies must name Communities as insured, name the County as an additional insured and loss payee, and must not be canceled, terminated or materially changed without at least thirty (30) days prior written notice from Communities to the County. Prior to execution of this Agreement by the parties, certificates evidencing such insurance must be submitted by Communities to the County's Risk Management Division located at 500 Griswold, 21st Floor, Detroit, Michigan 48226, and at least fifteen (15) days prior to the expiration dates of expiring policies.

10.07 Failure to comply with provisions contained in this Article may be deemed as a material breach of this Agreement.

11. **HOLD HARMLESS**

11.01 Communities agree to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors,

subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by Communities as submitted pursuant to Section 5.03.

11.02 This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or its agencies, or employees, as provided by statute or modified by court decisions.

12. LIABILITY

12.01 The County does not assume and is not responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing or during the term of this Agreement.

12.02 This Agreement is not intended to create beneficial rights in any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

13. ENVIRONMENTAL MATTERS

13.01 Communities warrants to the County that Communities will not use Hazardous Materials (as defined in Section 13.06) at any Site in violation of any governmental regulation pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

13.02 Communities warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at any Site, and, to the best of Communities's

knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects a Site.

13.03 Communities will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal regulations. Communities must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. Communities shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Communities, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

13.04 Prior to commencing the Project, and in the event that the County determines in writing that a specific site may pose an environmental hazard, then the specific Community involved must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of Communities' receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, Communities shall immediately disclose the findings to the County. If the County decides to proceed with the Project, Communities shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit

conducted by the County is solely for the benefit, protection, and interest of the County. Communities or any third party cannot rely upon the audit conducted by the County for any purpose. In the event that the County requests environmental information pursuant to this paragraph, a specific Community may decline to place a sign or rack in a specific location without jeopardizing the remainder of the Project.

13.05 It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by Communities as submitted pursuant to Section 5.03. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

1. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;
2. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;
3. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;
4. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;

5. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

13.06 Hazardous Material means any material or substance:

1. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;
2. Containing gasoline, oil, diesel, fuel, or other petroleum products;
3. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
4. Containing polychlorinated biphenyl;
5. Containing asbestos;
6. Which is radioactive;
7. The presence of which requires investigation or remediation under any governmental regulation; or
8. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

14.01 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

14.02 Communities must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

15. AMENDMENTS

No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties and approved by resolutions adopted by the Grosse Pointe Communities through their respective municipal Councils, and the Wayne County Commission.

16. NONDISCRIMINATION PRACTICES

16.01 Communities shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

16.02 All contractors, subcontractors, consultants and agents retained by Communities

to perform work related to this Agreement shall not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees.

Communities also shall not make or keep a record of that information or disclose such information.

- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

16.03 Communities agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant, or agent. Communities will include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Agreement.

16.04 All contractors, subcontractors, consultants and agents retained by Communities to perform work related to this Agreement shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon Communities.

16.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

16.06 Communities acknowledge the right of the Director of Human Relations to sue to enforce the provisions in this Article.

16.07 If Communities or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

16.08 In the event that Communities is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with 1976 P.A. 453, Communities covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

16.09 Nothing in this Agreement shall preclude any community from utilizing municipal employees for all or part of the contracting relating to the Project.

17. **ETHICS IN CONTRACTING**

17.01 Communities and all of its contractors must comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing Communities ordinances.

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to Communities:

City Manager
City of Grosse Pointe Farms
90 Kerby Road
Grosse Pointe Farms, Michigan 48236
Attn: Shane Reeside

If to the County:

Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185

and

Director of Administration
Wayne County Department of Public Services
400 Monroe, Suite 300
Detroit, Michigan 48226

18.02 All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

18.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

19. WAIVER OF ANY BREACH

No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

21. MERGER CLAUSE

21.01 This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

21.02 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

22. JURISDICTION AND LAW

This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any

matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

23. MISCELLANEOUS

23.01 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

23.02 The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 10; 11; 12; 13; 14; 16; 17; and 22.

23.03 The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

23.04 This Agreement must not be construed as a waiver of any governmental immunity the County, its agencies, or employees, has as provided by statute or modified by court decisions.

23.05 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

"Share the Road" signs & racks—Grosse Pointe Communities

WITNESSES

COUNTY OF WAYNE

By: _____

Robert A. Ficano

Its: Chief Executive Officer

Date: _____

County Commission approved and
execution authorized by Resolution

No. _____

Date: _____

STATE OF MICHIGAN)

COUNTY OF WAYNE)

This document was acknowledged before me on _____ by Robert A. Ficano, on
behalf of the Charter County of Wayne.

Notary Public, Wayne County, Michigan
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

"Share the Road" signs & racks —Grosse Pointe Communities

WITNESSES

COMMUNITIES OF GROSSE POINTE

By: _____

Shane Reeside

Its: City Manager, Grosse Pointe Farms

Date: _____

____ Communities' Municipal Councils approved and
execution authorized by Resolutions:

No. _____

No. _____

No. _____

Date: _____

Date: _____

Date: _____

No. _____

No. _____

Date: _____

Date: _____

STATE OF MICHIGAN)

)

COUNTY OF WAYNE)

This document was acknowledged before me on _____, by Shane Reeside, City
Manager of Grosse Pointe Farms, on behalf of Communities of Grosse Pointe, Grosse Pointe
Park, Grosse Pointe Farms, Grosse Pointe Shores, and Grosse Pointe Woods.

Notary Public,

County of Wayne, State of Michigan

My Commission Expires: _____

Acting in Wayne County

EXHIBIT A
BICYCLE SIGN PLANNING
Preliminary Bike Rack Locations

EXHIBIT B
PROJECT DESCRIPTION

EXHIBIT C
SIGNAGE SPECIFICATIONS

EXHIBIT D
SIGNATURE AUTHORIZATION

12A

CITY OF GROSSE POINTE WOODS

PROCLAMATION

WHEREAS, in the year 2013, the month of June is declared **Scleroderma Awareness Month**; and

WHEREAS, **Scleroderma** is a chronic, disabling autoimmune disease in which the body's soft tissues suffer from an overproduction of collagen; and

WHEREAS, **Scleroderma** sufferers often experience damage to the heart, lungs, kidneys, and the gastrointestinal system; and

WHEREAS, researchers have found links between **Scleroderma** and rheumatic disease; and

WHEREAS, an estimated 300,000 Americans suffer from **Scleroderma**, and 80 percent of those are women; and

WHEREAS, the estimated total economic impact of **Scleroderma** treatment is estimated to be in excess of \$1.5 billion annually; and

WHEREAS, there is a significant need for further research focusing on the epidemiology of **Scleroderma** to increase understanding of the causes of the disease and its treatment; and

WHEREAS, the designation of such a month would recognize the efforts of health care providers, patients, and **Scleroderma** advocacy organizations to increase awareness of **Scleroderma** and of the need for increased research on **Scleroderma**.

NOW, THEREFORE, I, ROBERT E. NOVITKE, Mayor of the City of Grosse Pointe Woods, Michigan, do hereby proclaim **June 2013** as **Scleroderma Awareness Month** in the City of Grosse Pointe Woods, and urge all citizens in our community and throughout the country to become aware of the impact of **Scleroderma** on public health and the need for increased research on **Scleroderma**.

Mayor Robert E. Novitke
May 6, 2013



11A

DON R. BERSCHBACK
ATTORNEY AND COUNSELOR AT LAW
24053 JEFFERSON AVENUE
ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400
FAX (586) 777-0430
E-MAIL donberschback@yahoo.com

OF COUNSEL
CHARLES T. BERSCHBACK

April 30, 2013

Skip Fincham, City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: April 2013 Billing/DRB

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
4.1.13	Work on Court cases (.75); FOIA, TCs and emails (.50)	1.25
4.2.13	Ordinance and research re. LCC matters (1.75); CC and COW work (1.00)	2.75
4.3.13	Appearance in Municipal Court and follow up (1.25); Ordinance and statute research, Memo re. SDD and SDM applications (1.25)	2.50
4.4.13	Review and research of Charter and Ordinances re. Council matters (1.50)	1.50
4.5.13	FOIA and warrant review (.75); CDBG file review (1.50); review of volumes of files and follow up (1.50)	3.75
4.15.13	Review of weekend packet and necessary follow up (1.00); citizen complaint (.25); attendance CC meeting (.25); follow up meetings after CC meeting (.50)	2.00
4.16.13	Work on Lochmoor MTT issues, TCs and emails and meetings with Administration (1.50)	1.50
4.18.13	Research of state statutes and ordinances regarding HIPPA, affordable healthcare act and follow up (1.25)	1.25
4.19.13	Work on COW matters, FOIA and warrant reviews (1.25)	1.25
4.22.13	Review of weekend packet, TCs, emails and letter correspondence (1.25); citizen complaint matters (.25); attendance at COW meeting (2.50)	4.00
4.29.13	Review of weekend packet and follow up on COW items (1.00); review of Fireworks Agreement (.25); review of Little League Contract (.50); review of letter correspondence and response regarding zoning problems (1.00); attendance at COW meeting (2.00)	4.75
4.30.13	Meetings with SF and Department Head and follow up (.75); meeting with DAI and review of certification for bonding (.25)	1.00

DRB = 27.50 hours x \$155.00

BALANCE DUE: \$ 4,262.50

Breakdown

General	23.75 hours
Municipal Court	1.25 hours
Bldg/Planning Comm.	1.00 hours
MTT	1.50 hours

TC - Telephone

CTB - Charles T. Berschback

DRB - Don R. Berschback

DAI - DeeAnn Irby

GPCRDA - Grosse Pointe Clinton Refuse Disposal Authority

LKH - Lisa K. Hathaway

CC - City Council

PC - Planning Commission

C&E - Comp and Eval

GT - Gene Tutag

CEW-Conference of Eastern Wayne

SF - Skip Fincham

LFP - Lakefront Park

MTT - Michigan Tax Tribunal

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400

FAX (586) 777-0430

ctbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK

OF COUNSEL

April 30, 2013

Alfred "Skip" Fincham
City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: Billing/ CTB Only

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
4/1/2013	Review of Order to Compel on Rivers tax appeal; email to SV regarding pending cases (.25); review of new cell tower request at Cross Pointe Church (.50)	0.75
4/2/2013	Work on cell tower issue (.25)	0.25
4/3/2013	Review of warrants, review and approval of Fiore Contract, review of Wayne County Bike Rack Agreement, draft of Resolution (2.00); calls and review of agenda items for Concession Stand Agreement and GIS Work Order, TC BN (.50)	2.50
4/4/2013	TCs re: lien issues; letter re: Bike Rack Agreement (.50); research on State Tax Commission, prep for meeting with SV (.50)	1.00
4/5/2013	Review of Municipal Court docket, review of domestic violence warrant (1.25); meeting with SV on pending TT cases and post meeting calls and emails to opposing counsel (1.50)	2.75
4/8/2013	Calls with Det. Bureau, SF, LH, review of CEW file and research, review of Council package; attendance at Council meeting (1.25)	1.25
4/9/2013	Calls and meetings on Municipal Court cases (.75); calls and work on letter request from bond counsel on sewer bond (.75)	1.50
4/10/2013	Attendance in Municipal Court (3.00)	3.00
4/11/2013	Calls with SF, Shane Reeside and Wayne County re. bike rack agreement, red lined agreement with proposed revisions, follow up (1.75)	1.75
4/12/2013	TC DAI, research on lien procedure (.25); review of Municipal Court docket, call with victims (1.00); calls on MTT case (.25)	1.50
4/15/2013	Review of Lochmoor Opinion, call from Shapiro re. personal property issue (1.00); calls on Municipal Court docket (.50); code research (.25)	1.75
4/16/2013	Calls, work on Lochmoor case TT; review of Rivers TT answers to interrogatories (.25); work on Wayne Co. Bike Agreement (.50)	0.75

4/17/2013	Municipal Court (3.25); TT meeting with SV, DAI, follow up research (1.50)	4.75
4/18/2013	Preparation for closed session; work on personal property issue (1.25)	1.25
4/19/2013	Work on agenda items, call with LH, email; meeting with SF (1.00); review of FOIA request, call with Det. Bur (.50)	1.50
4/22/2013	Calls and preparation on COW items and closed session; letter to counsel re. Bike Rack Agreement (1.50); attendance at COW (1.25)	2.75
4/23/2013	Follow up on COW agenda items, calls and emails (.50); review of final bike rack agreement and revisions to letter; TC GT and research (.25); calls on Municipal Court docket matters (.25)	1.00
4/24/2013	Attendance at Municipal Court (3.00); meeting with SF and LH; review of T.T. stips, work on Municipal Credit/Bus money issue (1.00)	4.00
4/25/2013	Meeting with SF; miscellaneous calls on Municipal Court and TT matters (.50)	0.50
4/26/2013	Review of Code re. lien procedure	0.25

CTB = 34.75 hours at \$140.00 per hour

TOTAL DUE:

\$ 4,865.00

TC - Telephone	GT - Gene Tutag
SF - Skip Fincham	LH - Lisa Hathaway
ST - Susan Tobin	Det. Bur. - Detective Bureau
DAI - DeeAnn Irby	PC - Planning Commission
DAP Director Andrew Pazuchowski	TT - Tax Tribunal
M/C - Mayor and Council	SV - Scott Vandemergel

Breakdown

General	14.75 hours
Municipal Court	13.50 hours
Building/Planning Commission	0 hours
Tax Tribunal	6.50 hours