

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236-2397

(313) 343-2440
Fax (313) 343-2785

**NOTICE OF MEETING
AND
AGENDA**

COMMITTEE-OF-THE-WHOLE

Mayor Robert E. Novitke has called a meeting of the City Council, meeting as a Committee-of-the-Whole, for **Monday, November 8, 2010, at 7:30 p.m.** The meeting will be held in the Conference Room of the Municipal Building, 20025 Mack Plaza, and is accessible through the Municipal Court doors. In accordance with Public Act 267, the meeting is open to the public and the agenda items are as follows:

1. Call to Order
2. Roll Call
3. Acceptance of Agenda
4. Plante Moran – Audit
5. E-Mail Marketing – Parks & Recreation
 - A. Memo 10/22/10 w/attachments – Director of Public Services/Recreation Supervisor
6. Activities Building Winter Usage Numbers
 - A. Memo 11/04/10 w/attachment – Director of Public Services
7. Energy Grant
 - A. E-mail 11/04/10 – City Attorney
 - B. Memo 11/04/10 – Director of Public Services
 - C. Letter Rec'd 09/15/09 – Southeast Michigan Regional Energy Office
 - D. Participation Agreement 08/26/09
 - E. Participation Agreement Amendment 8/26/09
 - F. City Council Excerpt 08/03/09
 - G. Grant No. BES-10-089
8. New Business
9. Adjournment

Alfred Fincham
City Administrator

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, Telecommunications Device for the Deaf (TDD) 313 343-9249, or e-mail the City Clerk at cityclk@gpwmil.us.

cc:

Council – 6

Ahee

Berschback

Director of DPS

Rec. Secretary

Tutag

Hathaway

Irby

Fincham

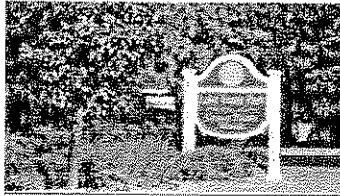
Grosse Pointe News

Post - 8

File

Granger - Email

5A



City of Grosse Pointe Woods Parks and Recreation

Memorandum 160-10

Date: October 22, 2010
To: Al Fincham, City Administrator *AF*
From: Joe Ahee, Director of Public Services
Melissa Sharp, Recreation Supervisor *MS*
Subject: Parks & Recreation e-mail marketing

We have been researching the Parks and Recreation marketing strategies over the past year. Since the GPPSS has gone "green" and doesn't distribute our flyers, we have seen a decrease in attendance at some of our events. The purpose of this research was to reduce costs associated with printing and mailing flyers while reaching a greater segment of the population for Parks and Recreation programs. After researching several options, we have determined that creating an e-mail alert program would be the best solution for our marketing needs.

The MailChimp email marketing service is an online program that would meet our needs. This service would run approximately \$30 - \$75 per month, depending on how many people sign up and how many e-mails we send per month. Currently, we have about 2,200 residents who have submitted their e-mails, so we would be in the \$30 range until more people sign up to receive updates. We are also eligible for a 15% discount for non-profit organizations.

This proposal has been reviewed by the IT Manager and he has no objections. He has also indicated that he has money in the current budget to cover the cost of this online service.

Please review and advise if you are in favor of pursuing the online email marketing service.

If you have any questions please contact one of us.

CITY OF GROSSE POINTE WOODS
INFORMATION TECHNOLOGY

MEMORANDUM

DATE: October 25, 2010

TO: Alfred Fincham, City Administrator/Director of Public Safety

CC: Joe Ahee, Director of Public Works

FROM: Gary Capps, Information Technology Manager

SUBJECT: Email Marketing

I have reviewed the Mail Chimp proposal from Melissa Sharp and agree that the MailChimp email marketing service is a cost effective marketing solution which would give us a direct line to reach residents for event invitations, meetings invitations, and publication distribution. We can utilize our existing Website, Nixle Site, and Cable channel to offer residents the opportunity to join our email list. I have funds available for database/programming in my operating supplies account 101855818.000 to cover the \$30-\$75 monthly cost and would like to move forward with the implementation.



Full Feature List



Design Beautiful Emails

Create totally customized, beautiful HTML email campaigns with our user-friendly template designer tools, or import your own code.

Foolproof Templates

Our campaign builder walks you step by step through the process of building a bulletproof email campaign. It includes pop-up previews and a pre-delivery checklist so you can check your work before you send. We've also tested our templates in every major email client, ensuring that you start from a solid foundation with each campaign.

Formatting Tools

Easy to use, our formatting toolbar works just like your word processor. You can style your text, align copy, check spelling, insert bullets and hyperlinks, and upload graphics. We'll even host your images free, unlike other email services. Advanced users can switch to HTML view to insert tables, image maps, and more.

Email Design Helper

Our built-in template designer makes it easy to create a sharp-looking HTML email campaign that perfectly matches your brand and the tone of your message. Just point and click—no programmers needed.

Powerful Personalization

Merge the first names and last names from your database into each message for a personal touch, and dynamically swap out content and special offers based on each recipient's preferences.

Advanced Coding

If you are a developer, you can code your own HTML emails, then copy-paste into MailChimp. We'll even automatically inline your CSS to make sure it's compatible with all the major email clients.

Forward-to-Friend Tool

We include special links in your footer that allow recipients to spread your campaign virally, and we'll track how many times the email was forwarded.

Free Campaign Archives

Create an instant email archive page just by inserting a code snippet on your own website. Every time you send a new campaign, your archives list gets automatically updated.

[learn more at mailchimp.com](http://mailchimp.com)

RSS-to-Email

RSS to Email will automatically send your subscribers a newsletter whenever any RSS feed gets updated. Publish once, and bam – we send the newsletter. [Learn More](#)

Free Image and File Hosting

We don't nickel-and-dime you for hosting images or files on our servers. You're free to upload images and files into your campaign and never have to worry about extra charges.

iStock Photo Search

MailChimp is fully integrated with iStockphoto, giving you access to over 4.6 million high-quality stock photos for as low as \$1 each. Purchase image credits directly from your MailChimp account so you don't have to interrupt your stream of creativity!

MailChimp Mobile

Keep track of your campaigns, and even sign up people on your lists using your iPhone or nearly any popular mobile device. [Learn More](#)

Image Gallery

MailChimp's image gallery lets you store your pictures and assets completely free, and it's easy to add them to your email campaigns.

Inbox Inspector

With the click of a button, MailChimp generates screenshots of your email in all the major email clients, mobile devices, and international ISPs, so you can make sure it renders properly. [Learn More](#)

Dynamic Content

Dynamically change and personalize your content based on each recipient's interests or some other criteria you set. [Learn More](#)

101 Free Email Templates

MailChimp's integration with Template Zone's template designer makes it simple to edit and create visually rich email campaigns right from your desktop. MailChimp subscribers can download the Windows application for free.

Windows Live Writer Integration

We couldn't resist playing around with Windows Live Writer's HTML editor, and you reap the benefits! With our integration link Live Writer will import your MailChimp template and export your content into a MailChimp draft campaign on publish.

Template Language

Code your own HTML emails that tie into the design inspector so clients can adjust colors, fonts, and more. Since the template language uses CSS comments and a few special HTML attributes, it's easy to code. [Learn More](#)

[learn more at mailchimp.com](#)

Power Features

We don't think that "easy and affordable" should also mean "stripped down to the basics." MailChimp is chock full of powerful, sophisticated email marketing tools that anybody can use.

RSS-to-Email

RSS to Email will automatically send your subscribers a newsletter whenever any RSS feed gets updated. Publish once, and bam – we send the newsletter. [Learn More](#)

MailChimp Mobile

Keep track of your campaigns, and even sign up people on your lists using your iPhone or nearly any popular mobile device. [Learn More](#)

Inbox Inspector

With the click of a button, MailChimp generates screenshots of your email in all the major email clients, mobile devices, and international ISPs, so you can make sure it renders properly. [Learn More](#)

Email Authentication

Embed the same code into your email headers that the largest corporations and financial institutions use to prove their emails are not forgeries, so they don't get blocked by overly suspicious filters. [Learn More](#)

Reports by Subscriber

MailChimp comes with free open and click stats. They tell you how many opens and clicks and bounces you got. But if you send e-vites, promotions, or campaigns where you need to know exactly who opened, what they clicked, and who didn't open, try our Actionable Intelligence and Metrics add-on. [Learn More](#)

List Segmentation

With MailChimp, you can send targeted, relevant campaigns to segments of your list by specifying your own criteria (such as gender, ZIP code, job title, or whatever data you've collected). Best of all, it's free to all MailChimp customers. [Learn More](#)

Autoresponders

Build and pre-schedule a series of automated messages, birthday and anniversary greetings, or event alerts that are triggered as soon as your customers subscribe to a list. [Learn More](#)

Analytics360

Mash your Google Analytics stats with your MailChimp reports, and see instant ROI results for every email campaign you send. Everything in just one quick glance. [Learn More](#)

[learn more at mailchimp.com](#)

Full Featured API

Our advanced application programming interface lets you connect and sync your own databases and applications with your MailChimp account. You can even use our API to integrate many of MailChimp's great features directly into your app. [Learn More](#)

A/B Split Testing

Instead of guessing what works, run quick and automatic A/B tests with every single email campaign you send in MailChimp. [Learn More](#)

Dynamic Content

Dynamically change and personalize your content based on each recipient's interests or some other criteria you set. [Learn More](#)



Deliverability

We're constantly optimizing our system with new technology, proven best practices, 3rd party monitoring services, and ISP relations experts to maximize the deliverability of our servers for over 45,000 users.

Inbox Inspector

With the click of a button, MailChimp generates screenshots of your email in all the major email clients, mobile devices, and international ISPs, so you can make sure it renders properly. [Learn More](#)

Cloudmark, Barracuda and Spam Assassin Testing

We retain the services of a leading 3rd party deliverability vendor and a well-respected ISP relations consultancy to help us prevent, detect and resolve any deliverability problems.

We're Industry Members

We stay abreast of industry and technology standards by being active members in email and ISP organizations such as the ESPC (Email Sender and Provider Coalition), AOTA (Authentication and Online Trust Alliance), MAAWG (Messaging Anti-Abuse Working Group), and EEC (Email Experience Council).

Bounce Management

Most ESPs send messages and then receive bouncebacks that they clean from your list for you. MailChimp does that too, but we also scan those bouncebacks for certain hidden messages from spam filters and email servers that indicate there is a problem with our deliverability. If this happens, our system automatically shuts off affected IPs, reroutes mail appropriately, and alerts our server admin.

Email Authentication

Embed the same code into your email headers that the largest corporations and financial institutions use to prove their emails are not forgeries, so they don't get blocked by overly suspicious filters. [Learn More](#)

[learn more at mailchimp.com](http://learn.more.at/mailchimp.com)

IP Address Ranges

To protect our overall deliverability, MailChimp uses dozens of IP addresses. These IPs are grouped into four different reputation levels: Free (free trials, and customers using our Friends and Family Free plan); Shared (the majority of customers); Trusted (customers with good sending and list management histories); and Confirmed-Optin-Only (customers who have only used confirmed optin, and have never imported any outside lists). We regularly monitor our IP acceptance rates using ReturnPath, a leading 3rd-party deliverability vendor. Depending on which group of IPs email is sent from, inbox acceptance rates range from 96% to 99%.

Whitelists

Few ISPs employ whitelists these days because there are too many factors that determine a sender's reputation. More and more are switching to feedback loops, which are more dynamic and can respond more quickly to reputation changes. In fact, being on a whitelist does not preclude a sender from being blocked, especially if their feedback loop complaints exceed the ISPs' thresholds. Nevertheless, MailChimp is registered on the few remaining whitelists out there.

ISP Feedback Loops

We're registered with all the major ISPs to receive alerts whenever your recipients report your campaigns as "junk" or "spam". When that happens, we instantly unsubscribe those members from your list in order to keep you (and MailChimp) from being blocked in the future. We're on feedback loops with AOL, Hotmail, Comcast, Yahoo, USA.net, Cox, Earthlink, and more.



Manage Subscribers

Setup as many different subscriber lists as you want, and we'll automatically take care of your sign-ups, un-subscribes, and bounce-back cleaning.

Keychain Management

Do you manage multiple MailChimp accounts? Keep forgetting all of those usernames and passwords? Now you can set up a "master keychain" to easily access each account with a single click.

Full Featured API

Our advanced application programming interface lets you connect and sync your own databases and applications with your MailChimp account. You can even use our API to integrate many of MailChimp's great features directly into your app. [Learn More](#)

Autoresponders

Build and pre-schedule a series of automated messages, birthday and anniversary greetings, or event alerts that are triggered as soon as your customers subscribe to a list. [Learn More](#)

List Segmentation

With MailChimp, you can send targeted, relevant campaigns to segments of your list by specifying your own criteria (such as gender, ZIP code, job title, or whatever data you've collected). Best of all, it's free to all MailChimp customers. [Learn More](#)

[learn more at mailchimp.com](http://learn.more.at/mailchimp.com)

Bulk Unsubscribe Process

Remove large groups of emails from your list all at once. Great for corporations who keep do-not-email and suppression lists.

Confirmed Opt-in Process

MailChimp only uses the confirmed opt-in process for our built-in list management process. This ensures the cleanest, most spam-free lists on our system, resulting in better overall deliverability, better open and click rates, fewer spam filter issues, and happier subscribers. If you have a pre-existing permission-based email list, we do not make you re-confirm the list upon import.

Subscriber Preference Center

Each subscriber on your list can change their own email address, contact information, interests, and other information in your records. Preference center pages can be customized to match your website's branding.

Signup Forms for Your Website

Every list you create gets its very own signup form that you can customize with our point-and-click design tools to match your website's branding. We'll also give you the code to insert the form onto your website.

Infinitely Many Lists

You can set up as many different lists as you want for customer newsletters, internal newsletters to employees, e-coupons, events, different retail locations, and more.

Unsubscribe Links

We add a one-click unsubscribe link to every campaign so your recipients can remove themselves from your list instantly (more than exceeds CAN-SPAM law unsubscribe requirements).

List Management

Our service handles opt-ins, unsubscribes, and bounce cleaning automatically, so you'll always be in compliance with spam laws and best practices. You'll never have to manually update a spreadsheet again.

Tracking And Reports

Instant reports tell you how effective your campaigns are. We'll show you who opened, who clicked, how much people spent, overall campaign ROI, and more.

Actionable Graphs

Our compelling, interactive graphs and reports show you how many emails got delivered, how many people opened your email, what percentage clicked, and more. Mmmmm... pie charts.

Open Tracking

Track how many people opened your emails, and use our charts to see your "open rate" over time. Is it rising? Falling?

learn more at mailchimp.com

Click Tracking

Track how many people clicked, and exactly what they clicked on. Handy charts show you your overall click rate over time.

Bounces

We'll show you whose email address bounced, why it bounced, and then we'll automatically determine if we should retry or permanently clean them from your list.

Unsubscribes

We'll show you who unsubscribed from your list, and we'll keep track of them so you can't accidentally add them to the list later.

Industry Benchmarks

See how you compare to other MailChimp users in your industry so you can benchmark your performance.

Google Analytics Integration

Check a box, and MailChimp will add tracking code to your email campaign links so you can see exactly how many visits, conversions, and sales were generated from your email campaign. And it's all summed up succinctly in your Google Analytics reports. If you want, we'll even complete the circle by pulling this data from Google Analytics and inserting it right back into your email campaign reports, so you can instantly see the ROI of your campaigns. [Learn More](#)

Reports by Subscriber

MailChimp comes with free open and click stats. They tell you how many opens and clicks and bounces you got. But if you send e-vites, promotions, or campaigns where you need to know exactly who opened, what they clicked, and who didn't open, try our Actionable Intelligence and Metrics add-on. [Learn More](#)

Download to Excel

Virtually all reports and data are downloadable in Microsoft Excel format. Your data is never "held hostage" at MailChimp.

Analytics360

Mash your Google Analytics stats with your MailChimp reports, and see instant ROI results for every email campaign you send. Everything in just one quick glance. [Learn More](#)

A/B Split Testing

Instead of guessing what works, run quick and automatic A/B tests with every single email campaign you send in MailChimp. [Learn More](#)

Re-Brandable Campaign Reports

Ever needed to give someone access to a campaign report, but didn't want to give them access to your MailChimp account? Now you can set up a totally re-brandable reports page for your campaigns and share them with your clients or co-workers.

Twitter Tracking

We've enhanced our Twitter integration by tracking all tweets and re-tweets about your MailChimp campaigns, so you can see just how popular your content is.

[learn more at mailchimp.com](http://learn.more.at/mailchimp.com)



Data Security & Privacy

The security of your data and privacy is extremely important to us, so we've invested heavily in technology, data storage, backups, and independent privacy monitoring services.

Data Security

All private information such as account passwords are encrypted. Our own staff can't even view them. If you lose your password, it can't be retrieved – it must be reset. All login pages are 128-bit secure and account data is mirrored and backed up regularly off site.

Data Center

MailChimp uses a world-class data center that manages our servers 24/7, has redundant power supplies, redundant cooling systems, and redundant networks. They employ card key and biometric security procedures, and guarantee 100% network uptime.

Website Vulnerability Scans

Minor content updates to our public website (such as by the marketing staff) can actually cause unintentional security breaches. That's why we use McAfee Secure to constantly scan our public website for vulnerabilities. The public website is actually at a separate data center altogether from our application servers, which minimizes risk. But still – better safe than sorry.

Separate Databases

All account databases are kept separate and distinct to prevent corruption and overlap. Some ESPs put all data into one gigantic database; there are some advantages to this, but it can be vulnerable to mistakes (such as sending campaigns to someone else's list).

Your Data is Private

The MailChimp Privacy policy is monitored by Truste, The Better Business Bureau, and is EU SafeHarbor compliant.



Service & Support

MailChimp is so easy to use, you probably won't need to ask us for any help. But just in case you need it, we provide the following resources.

Live Support

Our friendly, human staff is available if you have questions or need help along the way. Use live chat or email (M-F, 9-5 EST).

Webinars

Log on to our free weekly webinars — they'll get you up and running fast. Every week we run through the basics and end with a Q&A session.

learn more at mailchimp.com

Demo Videos

We've embedded quick, helpful demo videos throughout our application. If you stumble upon something you don't understand, just click on the video icon for a simple explanation.

Knowledge Base

We've compiled a database of searchable help that's actually useful, constantly updated, and available 24/7.

API Support

At MailChimp, our API is not an afterthought. We have a dedicated team who focuses strictly on the API and keeping it up to date with the MailChimp application. In fact, there's a community of developers out there who use the Mailchimp API to build plugins and integrations with other applications, like WordPress, MySpace, Ning, and OpenSocial.

Sign Up for a Free MailChimp Account at MailChimp.com



The Forever Free Plan

Store up to 1,000 subscribers. Send up to 6,000 emails a month. There are no expiring trials, hidden charges or sneaky contracts. We won't even ask for a credit card.

[CHAT WITH US](#)

[Sign Up Free](#)

Monthly Plans for Frequent Senders

If you send at least once a month, a monthly subscription is your best option. We'll bill your credit card every month based on the total number of subscribers managed in your account. Your monthly fee will be automatically adjusted as your list grows or shrinks.

Subscribers	0-1,000	501-1,000	1,001-2,500	2,501-5,000	5,001-10,000	10,001-25,000	25,001-50,000
Price (<i>per month</i>)	Free	\$15	\$30	\$50	\$75	\$150	\$240
Sending Limit	6,000/month	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

[International pricing](#)

Pay-As-You-Go for Infrequent Senders

If you send less frequently, you can purchase credits that work like stamps for email. Buy them when you need them, and don't worry about squeezing value out of a monthly plan that doesn't fit your needs.

Credits	300	1,000	2,000	5,000	7,500	10,000	25,000	50,000	75,000	200,000	375,000	500,000
Prepay	\$9	\$30	\$60	\$100	\$150	\$200	\$250	\$500	\$750	\$1,000	\$1,875	\$2,500
Price Per Email	\$0.03	\$0.03	\$0.03	\$0.02	\$0.02	\$0.02	\$0.01	\$0.01	\$0.01	\$0.005	\$0.005	\$0.005

[International pricing](#)

High Volume for Large Senders

If you've got a list of more than 50,000 subscribers and you're not a spammer, you must be pretty special. See the chart below for high volume pricing examples and [contact us for a quote](#).

List Size Examples	50,001-75,000	500,001-600,000	1,000,001-1,100,000	2,000,001-2,100,000	3,000,001-3,100,000
Price (<i>per month</i>)	\$380	\$2,553	\$4,623	\$8,763	\$12,903
Send Limit	600,000	4.8 million	8.8 million	16.8 million	24.8 million

[Learn more about our high volume delivery and the benefits of using MailChimp.](#)

Non-profit discount

We offer a 15% discount to non-profits and charities. Sign up for a free account, then send us an email that includes a link to

your organization's web site.

Easy online payment

All payments are processed online using a credit card or eCheck for orders less than \$6,000. We do NOT accept payment via PayPal, bank transfer, or wire transfer.

No contracts

There's no contract with our monthly plans. You can cancel the account or move to a pay-as-you-go plan at any time.



MailChimp offers all the things that make for a great online service: reliability, speed, and a consistent user experience that works the way real, live people expect it to. *Dan Benjamin, 5by5*



To make a long story slightly shorter, MailChimp passed a long and detailed list of requirements with flying colors. *Deb Richardson, Mozilla (creators of Firefox)*

The Forever Free Plan

Store up to 1,000 subscribers. Send up to 6,000 emails a month.

[Sign Up Free](#)

MEMO 10 - 53

6A
RECEIVED

NOV - 4 2010

CITY OF GROSSE PTL. WOODS

TO: Alfred Fincham, City Administrator
FROM: Joseph J Ahee, Jr., Director of Public Services
DATE: November 4, 2010
SUBJECT: Usage of Activity Building Courts

Attached is a spreadsheet showing the number of racquetball and basketball court reservations for 8:00, 9:00 and 10:00 am and 8:00 and 9:00 pm for 2009 and 2010. The adjustment of the Activities Building hours and the procedures for entering the park seems to have eliminated most of the issues we were experiencing at the park. When reviewing the spreadsheet keep in mind that the November and December 2010 totals are not included.

By closing the park at 9:00 pm there is an estimated salary cost savings of approximately \$3,500.00 plus the related savings on building utility expense.

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

Attachment

cc Dee Ann Irby
O/F

RACQUETBALL AND BASKETBALL COURT USAGE

(November and December
2010 Totals Not Included)

2010	Reservations					Total Racquetball Users for Month	Average # Per Day	Total Basketball Users for Month	Average # Per Day
	8:00 AM	9:00 AM	10:00 AM	8:00 PM	9:00 PM				
January	6	25	14	22	0	501	16	1201	39
February	5	23	12	25	0	432	15	1008	36
March	8	28	17	26	0	641	20	1224	39
April	3	20	15	18	0	336	11	486	16
May	3	20	17	22	0	351	11	472	15
June	4	20	11	20	0	327	11	968	32
July	1	19	13	17	0	307	10	571	18
August	1	19	15	17	0	259	8	609	20
September	1	18	10	17	0	252	8	357	12
October	4	20	13	18	0	233	8	394	13
November					0				
December					0				
TOTAL	36	212	137	202	0	3639	12	7290	24

2009	Reservations					Total Racquetball Users for Month	Average # Per Day	Total Basketball Users for Month	Average # Per Day
	8:00 AM	9:00 AM	10:00 AM	8:00 PM	9:00 PM				
January	4	7	22	26	5	496	16	1199	39
February	6	7	19	27	6	537	19	1276	46
March	3	8	16	30	7	494	16	1149	37
April	3	3	20	25	5	572	19	1199	40
May	1	12	16	26	22	418	13	912	29
June	1	17	17	17	18	408	14	1007	34
July	2	17	18	19	20	357	12	837	27
August	1	17	16	25	23	389	13	669	22
September	0	19	11	21	18	378	13	493	16
October	2	22	11	21	20	319	10	755	24
November	5	8	22	26	6	421	14	896	30
December	11	16	18	14	0	462	15	1009	33
TOTAL	39	153	206	277	150	5251	14	11401	31

Alfred Fincham

7A

From: Berschback, LoCicero, et al [blbwlaw@yahoo.com]
Sent: Thursday, November 04, 2010 12:32 PM
To: Alfred Fincham; Dee Ann Irby; Joe Ahee
Subject: EECBG Lighting Upgrade
Attachments: PARTICIPATION AGREEMENT AMENDMENT 8-09.doc

I have now reviewed my file regarding the Energy Office, the contracts and the proposed grant. I have not gone into great detail regarding the grant itself because I assume administration has already done that and your question to our office focuses on the City's options if we decide not to use the grant funds.

By way of background, when this was reviewed by Council in August of 2009, I reviewed the proposed Participation Agreement with the Energy Office and was concerned regarding various ambiguities. I made it clear to the Council that it was totally unclear in the agreement exactly what the City's monetary obligation would be under the wording of the Participation Agreement. Paragraph 4 of the Participation Agreement talks about if the City is awarded funding we would agree to pay the Energy Office an amount equal to the value of that funding "to be realized through energy and maintenance cost savings predicted for the project on a "simple pay back" basis. In other words, we were being asked to agree to something that we didn't have financial details on.

Accordingly, the Council minutes reflect that the agreement would be approved contingent upon approval of the contract by the City Attorney. I then prepared an amendment and the City has a signed amendment in the file. (See attached Amendment.)

Paragraph 1 of the amendment makes clear that the City has the right to approve or decline any grant award, and that a separate agreement will be signed by the parties before a grant proposal is submitted which specifies the proposed simple pay back formula and the time period of the pay back.

So the bottom line is that the City has full rights to decline any grant award for any reason. The other question is does the grant include something from the Alliance which specifies the pay back formula and time period?

Let me know if you want additional input on this file before the COW meeting. Thank you.

Chip Berschback

MEMO 10 - 52

TO: Alfred Fincham, City Administrator
FROM: Joseph J Ahee, Jr., Director of Public Services
DATE: November 4, 2010
SUBJECT: Recommendation – EECBG Lighting Upgrade

The Southeast Michigan Regional Energy Office (REO) has received bids for the six communities who were granted EECBG grant monies for lighting upgrades. Only two contractors responded and of the two the REO is recommending K&S Ventures. According to the Regional Energy Office, K&S Ventures scored the highest as a qualified contractor and had the best pricing. K&S Ventures has done work for the City of Grosse Pointe Woods in the past and their work is satisfactory.

K&S Ventures submitted two bids; their first bid was based on the regional energy office's walk-through of city buildings in the amount of \$25,891.41. Their alternate bid was based on the contractors' walk-through in the amount of \$38,868.73. The REO based its bid specs on retrofitting all existing old lighting fixtures, whether they could be retrofitted or not. The contractor based his alternate bid to include replacement of fixtures that cannot be retrofitted and retrofitting or changing fixtures that were missed completely during the REO walk-through.

Based on K&S Ventures scoring the highest as a qualified contractor and their alternate bid being in the best interest of the city, I recommend the contract be awarded to the most qualified bidder, K&S Ventures, Inc., 2767 Grant, Rochester Hills, MI 48309 in the amount of \$38,868.73 to be charged against general ledger account 401-902-977.116. This amount falls within the awarded grant amount of \$53,274.00 for the lighting upgrades.

The total energy grant awarded to the city in the amount of \$81,860.00, includes funding for lighting upgrades, a new variable frequency drive motor for the cooling tower, an energy management system at the DPW, the Introductory Energy Evaluation Implementation recommendations, and a community education program. When these projects are completed the annualized savings to the city is estimated at \$15,300. Repayment to the Southeast Michigan Regional Energy Office would be approximately \$12,000 annually for approximately 6½ years until 100% of the grant money is repaid.

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

Attachment
cc Dee Ann Irby
O/F

RECOMMENDED FOR APPROVAL AS SUBMITTED:

City Administrator

Date

Council Approval Required



southeast michigan regional
energy office

COPY
RECEIVED

SEP 15 2009

CITY OF GROSSE POINTE WOODS

Mark Wollenweber
Grosse Pointe Woods City Administrator
20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236

Dear Mr. Wollenweber

Welcome to the Southeast Michigan Regional Energy Office! We are elated that the City of Grosse Pointe Woods has decided to join our coalition and are looking forward to working with you. Please consider the Regional Energy Office a resource. Our doors are open, and we will do our best to serve you. Similarly, we will do our best to keep you informed of our activities and opportunities for involvement.

We would like to thank you for making this investment in your community. Through energy efficiency and regional cooperation Grosse Pointe Woods will increase its attractiveness to businesses and families, and southeast Michigan will become a stronger region. Energy efficient practices we will help you save valuable dollars that you can reinvest in providing important community services. Implementing energy efficiency upgrades will also set an example for residents and local businesses to follow suit, while demonstrating Grosse Pointe Woods' commitment to innovation and sustainability.

The entire Regional Energy Office staff is greatly pleased to have the City of Grosse Pointe Woods on board. I want to reemphasize that we are here to help you. Please do not hesitate to contact me or any of the other staff members if you have any questions or ideas to share. We are looking forward to working together!

Thank you,

Brittany Galisdorfer
Program Director



southeast michigan regional
energy office

PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into by and between the City of Grosse Pointe Woods, Michigan (hereinafter "PARTICIPANT") and the Michigan Suburbs Alliance ("ALLIANCE").

WHEREAS, PARTICIPANT desires to avail themselves of the technical services and assistance offered by the ALLIANCE in connection with PARTICIPANT'S submittals to the U.S. Department of Energy, the Michigan Department of Energy, Labor and Economic Development and others to secure funds for energy efficiency and renewable energy projects for the PARTICIPANT; and

NOW, THEREFORE, the ALLIANCE and the PARTICIPANT agree as follows:

1. PARTICIPANT agrees to identify one (1) representative and one (1) alternate to serve on the board of directors of the OFFICE as follows:

Representative		Alternate
Name (Last, First)	Wollenweber, Mark	Ahee, Joseph
Title (if applicable)	City Administrator	Director of Public Works
Address	20025 Mack Plaza Drive	20025 Mack Plaza Drive
City, ZIP Code	Grosse Pointe Woods 48236	Grosse Pointe Woods 48236
Email	mwoollenweber@gpwmi.us	jahee@gpwmi.us
Phone	313.343.2450	313.343.2463

And PARTICIPANT agrees that said individuals are to actively participate in the crafting of bylaws for the OFFICE and in developing and adopting a business plan for the OFFICE.

2. For the purposes set forth in this Agreement below, PARTICIPANT consents to the release of its historic energy use data and agrees to execute such documents as may be necessary to allow the ALLIANCE to obtain that information, and PARTICIPANT further agrees to provide the ALLIANCE upon request with any existing research, plans or other documents regarding the use of energy within its jurisdictional boundaries.
3. PARTICIPANT agrees to provide the ALLIANCE with such necessary support and access to personnel, property and records as to allow them to meet their obligations detailed herein below.

4. If PARTICIPANT is awarded funding for a project via submittals prepared on their behalf by the OFFICE, PARTICIPANT agrees to pay the OFFICE an amount equal to the value of that funding to be realized through energy and maintenance cost savings predicted for the project on a "simple payback" basis. The foregoing payment to the OFFICE shall constitute full payment of PARTICIPANT's annual membership fees for its first year of participation in the OFFICE under the INTERGOVERNMENTAL AGREEMENT.
5. The ALLIANCE agrees that it will, in cooperation with and subject to the approval of PARTICIPANT, timely complete various applications for funding of PARTICIPANTS' energy projects.
6. The ALLIANCE agrees that it will, in cooperation with and subject to the approval of PARTICIPANT, timely complete an Energy Efficiency and Conservation Strategy sufficient to qualify PARTICIPANT to secure Energy Efficiency and Conservation Block Grant ("EECBG") program funds, under the Energy Independence and Security Act of 2007 § 541, 42 U.S.C. § 17151, for the PARTICIPANT.
7. If PARTICIPANT is awarded funding, the OFFICE will, among other things, provide the PARTICIPANT with the benchmarking, auditing and other reporting necessary to comply with the requirements of any funding program, as well as assistance with other grant administration matters needed by PARTICIPANT and marketing PARTICIPANT's efforts toward energy conservation and efficiency and environmental sustainability.
8. Materials prepared in connection with PARTICIPANT's energy program shall not be disseminated or submitted to any third party by the ALLIANCE or the OFFICE unless such materials have been first reviewed and approved in writing by PARTICIPANT's representative identified in paragraph 2, above. It is understood that, in PARTICIPANT's sole discretion, some or all of such material may be submitted or disseminated by PARTICIPANT itself. It is additionally agreed that, upon PARTICIPANT's request, at any time, the ALLIANCE and the OFFICE shall immediately provide PARTICIPANT all materials received, prepared and assembled for or on behalf of PARTICIPANT, or in any way related to PARTICIPANT's energy program.
9. None of the provisions of this Agreement is intended to create, nor shall be deemed to constitute or create, any relationship between the parties hereto other than that of independent entities contracting with each other for the sole purpose of effecting the provisions of this Agreement, and this Agreement does not grant either party any authority to assume or create any obligation on behalf of or in the name of the other.
10. This Agreement shall be construed in accordance with the laws of the State of Michigan without regard to its conflict of laws provisions and PARTICIPANT

consents to jurisdiction and venue in Oakland County, Michigan, for the resolution of all disputes arising hereunder.

11. If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision necessary consistent with applicable law and, in its modified form, such provision shall be enforceable and enforced.
12. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and any modification of this Agreement shall be in writing and shall be signed by a duly authorized representative of each party. There are no understandings representations or warranties except as expressly set forth herein.
13. This Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, PARTICIPANT and the ALLIANCE have executed this Agreement as of the date set forth below:

"PARTICIPANT":

CITY OF GROSSE POINTE WOODS

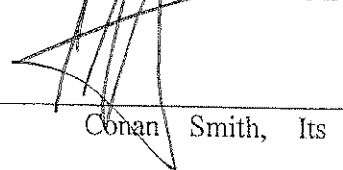
By: 

Mark Wollenweber, Its City Administrator
Director

Dated: 8-26-09, 2009

"ALLIANCE":

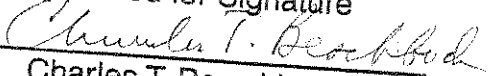
MICHIGAN SUBURBS ALLIANCE

BY: 
Conan Smith, Its Executive

Dated: 9 Sept 09, 2009

1248097_2.DOC

Approved for Signature



Charles T. Berschback
Acting City Attorney

Date: 8-26-09

PARTICIPATION AGREEMENT AMENDMENT

WHEREAS, the Michigan Suburbs Alliance ("ALLIANCE") has submitted a Participation Agreement to the City of Grosse Pointe Woods ("PARTICIPANT"); and

WHEREAS, the City of Grosse Pointe Woods approved the Participation Agreement on August 3, 2009, subject to review and approval of the Participation Agreement by the City Attorney; and

WHEREAS, the parties wish to amend the Participation Agreement to further clarify the agreement between the parties;


NOW, THEREFORE, the Participation Agreement is hereby amended as follows:

1. The PARTICIPANT has the right to approve or decline any grant award. A separate agreement will be signed by the parties before a grant proposal is submitted which specifies the proposed simple payback formula and the time period of the payback.
2. The total cost to the PARTICIPANT based on the simple payback formula shall not exceed the amount of the grant award.
3. The simple payback formula will not include annual maintenance calculations.

IN WITNESS WHEREOF, PARTICIPANT and the ALLIANCE have executed this Amendment as of the date set forth below:

"PARTICIPANT"


CITY OF GROSSE POINTE WOODS

By: 
Mark Wollenweber, Its City Administrator

Dated: 8-26-09, 2009

"ALLIANCE"

MICHIGAN SUBURBS ALLIANCE

By: 
Conan Smith, Its Executive Director

Dated: 9 Sept 09, 2009

Approved for Signature



Charles T. Berschback
Acting City Attorney

Date: 8-26-09

COUNCIL
CLIPPING
08-03-09

The following individual was heard regarding the **Energy Office Participation Agreement:**

Brittany Galisdorfer, Representative
Michigan Suburbs Alliance

Motion by Granger, seconded by Bryant, regarding Energy Office Participation Agreement, that the City Council authorize the City Administrator to sign an Agreement with Michigan Suburbs Alliance Energy Office for the purpose of assisting the City in preparing grant applications to secure funds for energy efficiency and renewable energy projects, contingent upon approval of the contract by the City Attorney.

Motion carried by the following vote:

Yes: Bryant, Dickinson, Granger, Howle, Novitke, Sucher, Waldmeir
No: None
Absent: None

Joe

cc: File

MW

D Burschbach

GRANT NO. BES-10-089

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
AND
CITY OF GROSSE POINTE WOODS

GRANTEE/ADDRESS:

Mark Wollenweber
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236-2343
Phone: (313) 343-2445
Fax: (313) 343-2658
Email: mwollenweber@gpwmn.us

GRANT ADMINISTRATOR/ADDRESS:

Jessica Williams
Bureau of Energy Systems
Department of Energy, Labor & Economic Growth
PO Box 30221
Lansing, MI 48909-7721
Phone: (517) 373-0444
Fax: (517) 241-6229
Email: williamsj28@michigan.gov

GRANT PERIOD:

From 02/01/2010 to 01/31/2011

TOTAL AUTHORIZED BUDGET: \$81,860.00

Federal Contribution: \$ 81,860.00
State Contribution:
Local Contribution:
Other Contributions:

ACCOUNTING DETAIL:

Index/PCA No.: 89310
Fed I.D. No.: 38-6007179
CFDA #: 81.128