



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, October 4, 2010, at 7:00 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. Community Center Guidelines
 - A. Committee-of-the-Whole Excerpt 09/13/10
 - B. Memo 09/22/10 – Recreation Supervisor
 - C. Revised Guidelines 09/23/10
5. City Administrator Contract
 - A. Letter 10/01/10 – City Attorney
 - B. Proposed Employment Agreement – Alfred “Skip” Fincham
 - C. Resolution – Public Safety Commissioner Appointment
6. Pocket Calendars
7. Consideration to Remove Items from the Committee-of-the-Whole Agenda
 - A. DWRF Bids
 - B. Municipal Court Collections
 - C. Assessor’s Department
 - D. Joint Meeting with Planning Commission – Chapter 50 CF District
 - E. Water/Sewer Rate Study
 - F. Water Rates
 - G. Cost Containment
 - H. Construction – 20600 Fairway
 - I. 5-Year General Fund, Major and Local Street Funds Model
 - J. Reorganization of the Public Safety Department
 - K. Cost Containment (Future)
 - L. Business License Fees
 - M. Budget Reductions

- N. Uniform Traffic Code – Stop Signs
- O. Coyote Update
- P. Proposed Zoning Ordinance Amendments
- Q. DTE Update

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@gpwwmi.us.

cc:
Council – 6
Ahee
Berschback
Director of DPS
Rec. Secretary
Tutag
Hathaway
Irby
Fincham
Grosse Pointe News
Post - 8
File
Granger - Email

Hearing no objections, **Alcohol – Community Center** was discussed first. Discussion ensued regarding an appropriate amount of insurance required by renters. The City Attorney stated that according to the City's Insurance provider, Bob Bucko, the required homeowner's liability insurance may be lowered to \$300,000 from \$500,000, however the City Attorney will discuss further reductions.

Under Generally Applicable Rules, the second bullet relating to a fee for the permit to serve alcohol, the Mayor stated a fee should be established to cover administrative fees such as public safety checks and other administrative fees. The Director of Public Works reminded the committee that a \$200 security deposit is also charged and recommended a proposed fee of between \$50-100. There was majority consensus to establish a fee of \$50.00.

Under Generally Applicable Rules – No. 1, change "Caterer" to "designated agent."

Under General Policy on the last page, the second paragraph, amend "... at the Community Center only" by removing the word "only", and deleting the second sentence and inserting, "in accordance with the laws of the State of Michigan."

Amend No. 13 first bullet, by inserting, "unless written approval is received in advance by administration" after "article or service." Insert, "unless written approval is received in advance by administration" after, "collecting money in advance." Also include amendments to account for non-profits.

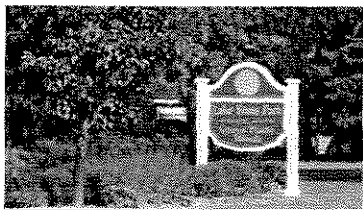
Under Use of Kitchen Facilities on the last page, correct the numbering. Item 4 (after correction will be No. 3) the Director of Public Works will clarify the wording to identify requirements of food preparation.

Under Generally Applicable Rules, No. 2 needs to be amended similar to, "permit is required unless alcohol is served free."

Item 13 under Room Regulations, organize for consistency. A logical flow of the items needs to be created.

Proposed Fees were then discussed. Currently there is a five-hour rental minimum. Following discussion, there was a consensus of the majority to adopt the rates as proposed in the Community Center Price Comparisons revised September 13, 2010, with the new rates effective January 1, except for alcohol related fees.

The Community Center Guidelines is to remain on the Committee-of-the-Whole agenda, and to return in two weeks; approximately September 27, 2010.



City of Grosse Pointe Woods Parks and Recreation

Memorandum 146-10

Date: September 22, 2010
To: Al Fincham, Acting City Administrator *AF*
From: Melissa Sharp, Recreation Supervisor *MS*
Subject: Community Center Guidelines

The following changes were made as directed at the COW meeting on September 13, 2010:

Page 2, Room Rental Application

1. Numbers were added to replace the bullets.
2. The order of items 1 and 2 were reversed.
3. Items 10 and 11 were moved from the section Room Rental Regulations to this section.

Page 2, Room Rental Rates

1. Numbers were added to replace the bullets.
2. Item 2 was moved from the section Room Rental Regulations to this section.
3. Item 8 was moved to the end.

Page 3, Room Rental Regulations

1. The sections "General Rules" and "Room set-up and clean-up" were added for clarification.
2. Numbers were added consistently instead of bullets.
3. In the "General Rules" section, number 7 was moved to the end.
4. In the "Room set-up and clean-up" section, the items were pulled from various sections of the previous guidelines and put in a concise format.
5. In the "Prohibited Activities" section, the information was pulled from number 13 in the previous draft. The order was changed and all activities requiring approval were put into number 3.
6. In the "Violation of Guidelines, Policy, or Rules" section, the first sentence was pulled from the general section of the previous draft. The remainder of the paragraph was re-worded.

Page 4, Use of Kitchen Facilities

1. Three sections were added to for clarification. No information was added or removed.

Page 4, Policy for Serving Alcohol at the Community Center

1. The changes in this section were outlined in Don Berschback's memo dated September 14, 2010.
2. The first two items in the section, "Generally Applicable Rules" were made into numbers 1 and 2. The remaining numbers were changed accordingly.



City of **Grosse Pointe Woods**

Community Center Guidelines

The information in this booklet provides a guide to parties and other gatherings at the Grosse Pointe Woods Community Center. Inside, you will find specific information about applying for room rentals, room rental rates, and rules of the Community Center.



Office Hours:

Monday—Friday
8:30 a.m.—5:00 p.m.

Center Available for Rental:

Sunday—Thursday
9:00 a.m.—10:00 p.m.

Friday—Saturday
9:00 a.m.—11:00 p.m.

Community Center is closed
for city-observed holidays as
indicated on City Calendar.

MISSION STATEMENT

The Grosse Pointe Woods Community Center is available for the civic, cultural, educational, recreational, and social activities of the residents of Grosse Pointe Woods. Please enjoy the Center in a manner consistent with the character and objectives of our Community, and the regulations promulgated for the use of the facility.

**20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236**

**Web: www.gpwmi.us
E-mail: comctr@gpwmi.us**

**Telephone: 343.2408
Fax: 642.5105**

ROOM RENTAL APPLICATION

1. Application forms are available at the Community Center during office hours or online at www.gpwmn.us.
2. Applications must be submitted by Grosse Pointe Woods residents 21 years of age or older.
3. To secure a room rental, signed applications and a security deposit must be submitted at the Community Center during office hours.
4. Reservations must be made at least 1 month in advance and up to 6 months in advance of the scheduled activity.
5. Phone or mail reservations are not accepted.
6. Applications for one time use will be processed on a first come, first served basis.
7. The Community Center is available for continual reservations on a weekly, bi-weekly, and monthly basis according to availability.
8. Prior approval must be obtained by the City Administrator or his designee for non-profit Grosse Pointe Woods community organizations providing a public service to the community for private functions in which a fee will be charged to attendees or where merchandise, products, or services are offered for sale.
9. The Request to Serve Alcohol portion of the Room Rental Application must be completed indicating the intent to serve alcoholic beverages. Approval must be granted by the City Administrator or his designees.
10. The City may refuse a particular type of activity if such activity is deemed not to be in the best interest of the City.
11. City Administration reserves the right to allocate space according to need, has the right to cancel reservations in case of emergencies with or without due notice, and may limit the frequency of use by one group or organization.

ROOM RENTAL RATES

1. Room prices are for 5 hour blocks of time, including set-up and clean-up. If additional time is needed, hourly fees will be assessed.
2. Applicants will be charged additional fees for events that end after the time indicated on the Rental Agreement. The fees will be deducted from the security deposit in hourly increments.
3. Tables, chairs, and set up are included in the price of the room rental. The following furniture is available for use in the rooms:
 - 18 Round Tables, 5' diameter (seats 6 or 8)
 - 10 Rectangular Tables, 5' x 30"
 - 16 Card Tables, 36" x 36"
 - Fabric upholstered chairs
4. The room rental fee must be paid 2 weeks prior to the date of the event.
5. A \$200 Security Deposit is required to reserve rooms.
6. Security deposits are refundable if the following conditions are met:
 - Room is left in same condition as the start of the event.
 - Event ends at time stated on the Rental Confirmation.
 - Rules and regulations are followed in accordance with the Community Center Guidelines.
7. If a rental is cancelled 60 days prior to the event date, the security deposit and any rental fees paid are fully refundable.
8. Fees and rates are subject to change.

Facilities	Capacity	5-hour block	Add'l Hour
All Rooms	160	\$275	\$70
Park Room	80	\$140	\$35
Garden Room	60	\$100	\$25
Lake Room	20	\$40	\$10
Kitchen (with Park room only)		\$25	\$10
Screen (Park room only)		\$10	n/a
Coffee urns (coffee, cups and condiments are not included)		\$10	n/a

ROOM RENTAL REGULATIONS

General Rules

1. The Community Center shall be utilized in accordance with the terms and conditions established by the City Administrator and approved by the Grosse Pointe Woods City Council.
2. The day of the event, the applicant must check in with the Building Attendant at the Community Center office and present his/her identification. This person must be on site throughout the entire event.
3. Groups consisting of children under the age of 18 must have one responsible adult present for each ten (10) children.
4. Groups shall be restricted to the room assigned, excluding the restrooms.
5. Use of areas outside the building is restricted to the parking facilities, unless specific prior approval is obtained from the City Administrator.
6. A Building Attendant will be on duty during the event. Equipment problems and accidents should be reported immediately.
7. The City of Grosse Pointe Woods is not responsible for lost or stolen items or damage incurred to renter's items or property.

Room set-up and clean-up

1. Table and chair set-up/tear down will be done by a Building Attendant.
2. Access to the building prior to the rental time for set-up will not be granted.
3. The rental area must be left in the same condition as it was received. Leaving the rental space in an unacceptable condition will affect the renter's ability to rent in the future and loss of security deposit.
4. The Applicant is responsible for the following clean-up:
 - Removal of all materials brought in
 - Removal of all decorations
 - Placement of all trash in plastic trash bags
 - Wiping down of all tables and chairs
 - Cleaning of any spills and messes (see Building Attendant for assistance and supplies).

Conduct of Guests

By signing the Room Rental Application, the applicant agrees to the following:

- Orderly behavior of all guests inside and outside of the building.
- Financial responsibility of damages due to misuse of Community Center.
- Responsiveness to directives from staff.
- Programs suitable for presentation in a public building.
- Lawful activity in accordance with the City, State, and Federal laws and regulations.

Decorations and Entertainment

1. No decorations may be taped or adhered to any walls, doors, etc.
2. If signs or balloons are used outside the building, these items must be removed at the conclusion of the event.
3. No glitter or confetti may be used inside or outside the building.
4. The City is not responsible for any damage to electrical equipment provided by an outside vendor.

Prohibited Activities

1. Smoking or using any type of tobacco product inside the building.
2. The use of open flames, such as lighted candles.
3. Prior written approval is required from the City Administrator for non-profit groups requesting to host events involving the following activities:
 - Exposing or offering for sale any article or service.
 - Announcing or advertising any article or service for sale or hire.
 - Selling alcoholic beverages.
 - Charging admission or collecting money at events.
 - Conducting games of chance.

Violation of Guidelines, Policy, or Rules

City representatives will monitor the event to review compliance with this policy and these rules. Staff members will intervene whenever a violation of the policy is observed. City of Grosse Pointe Woods staff may ask the Applicant of the event to stop the violation, or may close down the event. Should the Applicant fail to comply, staff members may call the Public Safety Department for enforcement. Violations of any city policies shall result in a forfeiture of the deposit.



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USE OF KITCHEN FACILITIES

Individuals renting the kitchen may bring in their own food or hire a caterer. The applicant and/or the caterer are held fully responsible for the food being served.

1. The Community Center is not licensed as a foodservice kitchen, therefore the facility is only designed to assist in serving meals that are prepared off-site.
2. Chafing dishes with fuel heaters are only to be used to heat food outside of the kitchen. Chafing dishes and lit fuel pans are not to be transported while lit.
3. Kitchen should be left as it was found.
4. Garbage bags must be tied and put near kitchen outside door for removal.

Facilities included in rental price:

1. Sink & counters
2. Oven & microwave – for warming only, not cooking
3. Refrigerator & freezer

Facilities NOT included in rental price:

1. Items in the cupboards.
2. Cups, plates, silverware, table linens and serving utensils.

Applicants using an outside caterer must comply with the following:

1. Provide a copy of State of Michigan caterer license and alcohol license (if serving alcohol).
2. Provide an insurance certificate from the caterer with at least \$1,000,000 of liability coverage.
3. Take all utensils and serving dishes to a licensed facility to be washed, rinsed, and sanitized in a commercial sink.

POLICY FOR SERVING ALCOHOL AT THE COMMUNITY CENTER

General Policy

The purpose of this Policy and corresponding Rules is to prevent common and recognized problems that can arise from alcohol consumption, to ensure a safe and enjoyable environment for all those who use City facilities, and to reduce the risk of liability.

In addition, alcohol may not be consumed at public facilities except as authorized by City Council Resolution. The City Council has determined that, at the Community Center, alcohol can be possessed and consumed only in accordance with the laws of the State of Michigan.

The City reserves the right to deny the request for the use of alcohol, and to deny the Permit to Serve Alcohol, if it finds that the Applicant cannot or likely will not meet the requirements of this Policy, cannot sufficiently indemnify or hold harmless the City, or if the proposed event is in any way inconsistent with the use of the public facilities and the purpose of this Policy.

Generally Applicable Rules

1. A Request to Serve Alcohol shall be submitted at the time of the Room Rental Application by a Grosse Pointe Woods resident 21 years old or older.
2. The applicant is responsible for the following:
 - Being on site for the duration of the event.
 - Paying a \$50 fee for the Permit to Serve Alcohol.
 - Providing proof of liability insurance “declaration page” showing coverage of at least \$250,000 for each occurrence, \$500,000 aggregate.
3. The only person allowed to bring alcohol into the Community Center or remove it from the building will be the applicant, caterer or its designated agent.
4. A LCC permit is required unless alcohol is served free of charge.
5. Beer is to be in individual serving size containers, beer kegs are not allowed.
6. If bar service is provided, a maximum of two drinks may be served to an individual at any one time.
7. Alcohol may be possessed or consumed only by individuals over the age of 21. The applicant shall ensure that identification is in accordance with applicable law, to ensure that no one under the age of 21 is served alcohol. The only acceptable forms of identification shall be a state or other official identification card, a driver’s license with photo, or a passport.
8. No alcohol shall be served to any person who is obviously intoxicated. Doing so may result in criminal prosecution.
9. Alcohol must be possessed, consumed, and served only in areas designated for the specific event by the City.

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

RECEIVED
OCT - 1 2010
CITY OF GROSSE POINTE WOODS
OF COUNSEL
CHARLES T. BERSCHBACK *
* ALSO ADMITTED IN FLORIDA

October 1, 2010

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

Re: Proposed Employment Agreement
City Administrator Alfred J. Fincham

Dear Mayor and Council:

On September 20, 2010, the City Council appointed Alfred J. Fincham as the City Administrator subject to the approval of an appropriate employment agreement. Following that meeting, I met with Mr. Fincham on three separate occasions. Before negotiating the salary terms of the contract, I reviewed the current salaries of the City Managers for the other cities located in Grosse Pointe. I also reviewed the total monetary package provided to our former City Administrator, Mr. Wollenweber.

The salary provisions in this proposed Employment Agreement are substantially less than what the market would "normally bear". When compared to the former City Administrator, it is a savings in excess of \$30,000.00. It was very evident that Director Fincham understood the fiscal situation existing in Grosse Pointe Woods as well as the necessity for everyone to participate in the budget constraints currently affecting the City. His philosophy was that any sacrifice that needed to be made by employees for the City should "start at the top". Thus the eventual savings to the City based on the proposed Employment Agreement.

Please note that there is a Council Resolution that is also presented for your approval. It is my recommendation that the City Council approve this agreement and the Council Resolution as submitted. If there are any questions prior to the Council meeting, please feel free to call me. I do point out that this agreement has been modeled after the agreement between the City and the City Comptroller/Treasurer in many respects.

Very truly yours,


DON R. BERSCHBACK

DRB:gmr
Enclosure

cc: Alfred J. Fincham
Charles T. Berschback

City of Grosse Pointe Woods

CITY ADMINISTRATOR

EMPLOYMENT AGREEMENT

THIS AGREEMENT, signed this 4th day of October, 2010, by the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the "City", and ALFRED J. FINCHAM hereinafter called "FINCHAM" both of whom agree as follows:

WITNESSETH:

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

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

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

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

Section 1 – DUTIES:

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

Section 2 – SALARY:

The City agrees to pay FINCHAM at the rate of an annual base salary of One Hundred Two Thousand and 00/100 (\$102,000.00) dollars, effective October 4, 2010 payable in installments at the same time as other employees of the City are paid. Upon finding satisfactory performance in the future, the City Council may make appropriate adjustments.

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

Section 3 - TERM:

- A. The term of this agreement shall be effective from October 4, 2010 through June 30, 2011 unless terminated by either of the parties. FINCHAM will be employed on an at-will status as City Administrator to perform the functions and duties of the position as required by the Code and Charter. He shall also perform such duties and functions as the City Council may, from time to time, prescribe. He shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.

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

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

Section 4 - TERMINATION AND SEVERANCE PAY:

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

Section 5 - FRINGE BENEFITS:

The City reserves the right to reduce or modify any fringe benefit should it determine same to be necessary, desirable or appropriate. FINCHAM qualifies for the following fringe benefits:

1. Contribution to Deferred Compensation Plan: ICMA-RC457 or 401a or an equivalent plan in an amount equal to eight (8%) percent of FINCHAM's salary during the contract period.

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

2. FINCHAM shall be entitled to vacation leave, with pay, at the rate of fifteen (15) working days per year retroactive from July 1, 2010 through June 30, 2011.
3. Life Insurance. The City shall provide life insurance with double indemnity (accidental death and dismemberment) in the amount of \$45,000.00.
4. Delta dental or equivalent coverage. Currently in effect for salaried employees.
5. Health Care Coverage While on Leave of Absence Without Pay. See Exhibit A.
6. Holiday Leave. See Exhibit A.
7. Vacation Leave. See Exhibit A.
8. Sick Leave. See Exhibit A.
9. Disability Leave. See Exhibit A.
10. Funeral Leave. See Exhibit A.
11. Leaves of Absence. See Exhibit A.
11. Jury Duty Leave. See Exhibit A.
12. Park Permits After Retirement. See Exhibit A.

Section 6 - DUES AND SUBSCRIPTIONS

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

Section 7 - PROFESSIONAL DEVELOPMENT

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

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

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

Section 8 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

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

Section 9 - GENERAL PROVISIONS:

- A. This is the entire Agreement between the parties. This Agreement supercedes any and all other Agreements or contracts, either oral or written between the parties.
- B. Notices pursuant to this Agreement shall be deemed given if served personally in the same manner as is applicable to judicial practice or if deposited in the custody of the United States Postal Service, postage prepaid addressed as follows:
 - (1) City Clerk
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236.
 - (2) Alfred J. Fincham
22645 Pointe Drive
St. Clair Shores, MI 48081
- C. This Agreement shall become effective upon approval by the City Council and the approval of FINCHAM.

- D. The parties acknowledge that both the City and FINCHAM have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel.
- E. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

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

CITY OF GROSSE POINTE WOODS

BY: _____
ROBERT E. NOVITKE

Its: Mayor

Dated: October __, 2010

ALFRED J. FINCHAM
Dated: October __, 2010

APPROVED:

DON R. BERSCHBACK, City Attorney
Dated: October 1, 2010

**ALFRED J. FINCHAM
FRINGE BENEFITS**

EXHIBIT A

Health Care Coverage While on Leave of Absence Without Pay

Health care coverage shall be continued for any full-time Employee who is on an approved leave of absence, without pay, due to the illness of the aforesaid full-time Employee or such Employee's spouse; provided, however, that such coverage shall not exceed ninety (90) days.

In the event a benefit becomes payable to the spouse of a deceased Employee under the provisions of Section 1-21-28 of the Retirement System (Duty-Death Benefits), the Employer shall continue to maintain the same health care coverage, for such spouse of the deceased Employee as long as benefits are payable to such spouse under the provisions of the aforesaid Section 1-21-28 of the Retirement System.

Eligibility

Eligibility, coverage and benefits under the insurance plans set forth in this Agreement are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. The City will continue to have the right to select the carrier, to change carriers and to become self-insured, provided that the new benefits shall be equal to or better than existing benefits. It is further agreed that the only liability assumed under this article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

It is further understood and agreed by and between the parties that the Employee shall be afforded a health insurance option upon the following terms:

Health insurance allowance - The Employer shall begin a program to coordinate and to eliminate overlapping health care coverage. Each Employee who chooses to join, no Employer-sponsored health care plans (Blue Cross/Blue Shield or Health Maintenance Organization), and whose spouse has coverage provided, shall be paid two thousand (\$2,000) dollars each year for every year that the spouse has coverage and the Employee forgoes Employer coverage. Payments will be made annually, in December, to each Employee who has not been on any Employer-sponsored health care program during the

previous calendar year, except that payments will be prorated monthly to meet the dates the Employee first participates and/or ends participation in this program.

- A. Employees shall be required to show proof that a spouse has health care coverage that includes the Employee before said Employee will be declared eligible to receive the two thousand (\$2,000) dollar annual payment.

Re-enrollment protection - Employees, whose spouse's health care plans cease to cover the Employee, must re-enroll in an Employer-sponsored plan immediately subject to the appropriate health insurance carriers implementation.

Upon approval of the insurance carrier, Employees shall be re-enrolled within sixty (60) days of the date the Employee provides documentation to the City that she/he is no longer covered under his/her spousal plan. Employees shall in any event be re-enrolled as soon as permitted by health insurance carrier.

Holiday Leave

There shall be twelve (12) paid holidays observed by all full-time Employees, namely:

• New Year's Eve	1
• New Year's Day	1
• Washington's Birthday	1
• Good Friday	1
• Memorial Day	1
• Independence Day	1
• Labor Day	1
• Veteran's Day	1
• Thanksgiving Day	1
• Day after Thanksgiving	1
• Christmas Eve	1
• Christmas Day	1

Total 12

If any of the above holidays fall on a Saturday, it will be observed on the preceding Friday. If any of the above holidays fall on a Sunday, it will be observed on the succeeding Monday.

Vacation Leave

Upon the completion of one (1) year of service, each full-time Employee shall earn and be entitled to vacation leave, with pay, at the rate of ten (10) working days per year

following the pro-rata adjustment of the Employee's vacation days from the date of employment to the next June 1 which shall then become the starting point for the Employee's anniversary date.

Upon the completion of four (4) consecutive years of employment, and in accordance with the June 1 date, each full-time Employee shall earn and be entitled to vacation leave, with pay, at the rate of fifteen (15) working days per year.

Upon the completion of nine (9) consecutive years of employment, and in accordance with the June 1 date, each full-time Employee shall earn and be entitled to vacation leave, with pay, at the rate of twenty (20) working days per year.

Upon the completion of fourteen (14) consecutive years of employment, and in accordance with the June 1 date, each full-time Employee shall earn and be entitled to vacation leave, with pay, at the rate of twenty-five (25) working days per year.

Upon the completion of nineteen (19) consecutive years of employment, and in accordance with the June 1 date, each full-time Employees shall earn and be entitled to vacation leave, with pay, at the rate of twenty-seven (27) working days per year.

Upon the completion of twenty-four (24) consecutive years of employment, and in accordance with the June 1 date, each full-time Employee shall earn and be entitled to vacation leave, with pay, at the rate of thirty (30) working days per year.

Such vacations are to be scheduled with the understanding that the Employee's wishes be granted whenever they do not interfere with the efficient and proper operation of the Employer, and provided, further, that those Employees having more than fifteen (15) years of continuous service shall be urged to take a summer and a winter vacation.

Vacations cannot be accumulated or deferred from one year to another year, and whenever feasible, shall be taken in segments of at least five (5) working days. Provided, however, vacation may be taken in one (1) day increments at the Employee's option; provided, further, that any such vacation request has been submitted to the Employee's Department Head no more than fourteen (14) days but at least forty-eight (48) hours in advance.

Upon approval by the Department Head and notification to the Comptroller of the designation of the vacation periods for regular full-time Employees, such Employees shall be entitled to and shall receive their vacation pay in addition to their regular pay on the regularly scheduled pay day preceding such Employee's vacation period allowed such Employee.

Straight time pay and overtime pay earned and due during the last pay period prior to any such Employee's going on vacation shall be computed and paid to such Employee on the next succeeding pay day. It shall be the duty of the Department Head to notify the Comptroller at least four (4) days prior to the date of the pay immediately preceding

commencement of the vacation period of all of his Employees. If an Employee terminates or is terminated by the Employer, he will receive payment for any unused vacation credits accrued in the current calendar year. Such payment shall be based upon the current wage and/or salary rate for the Employee's position classification at that time.

If a holiday is observed while an Employee is on vacation leave, such holiday shall not be counted against the said Employee's vacation leave.

Vacations shall be taken within the twelve (12) month period in which earned; namely, from June 1 through the following May 31 annually, unless extension of the time for use is requested in writing by the employee, recommended by the Department Head and approved by the City Administrator.

An employee wishing to cancel a vacation must notify the Department Head at least five (5) days before the vacation was to commence.

Employees may accumulate their vacation time not to exceed thirty-five (35) working days. Vacation time accrued in excess of thirty-five (35) working days shall be deemed to have been lost unless prior approval to extend one's vacation accrual has been given by the City Administrator.

Cash payment in lieu of vacation may be made upon request of the Employee to the Employer, provided, however, such cash payment shall be limited to twenty-five (25%) in any one (1) fiscal year of the Employee's annual earned vacation leave plus any accumulated vacation leave which does not exceed the combined total, as outlined in the paragraph.

Sick Leave

Sick leave shall be deemed a privilege reserved for regular full-time Employees. Each such Employee may earn and shall be entitled to sick leave with pay at the rate of one (1) working day for each full month of continuous service. The maximum allowable amount of accumulated sick leave for each Employee is established as follows: 75 days accumulation.

Any amount in excess of the maximum allowable accumulation will be paid at fifty (50%) percent of the Employee's current wage rate, unless prior approval is received from City Administrator.

The use and disposition of accumulated sick leave may be authorized as follows, or upon the following conditions:

- A. Absence of an Employee due to personal illness, consultations with doctors, and other health reasons shall be charged to accumulated sick leave provided that:

1. The Employee, or someone on the Employee's behalf, has notified his Department or Division Head or immediate supervisor of the illness prior to the beginning of the regular work period to which the Employee is assigned; and
 2. The Employee, upon returning to work, can substantiate the claim of personal illness during the period of absence if requested by the Employer. (Failure to comply with this requirement may result in disqualification of the Employee from sick leave payment, unless due to extenuating circumstances beyond the control of the Employee).
- B. A Certificate of Illness prepared by a licensed medical doctor or other suitable proof of illness shall be submitted for any absence of three (3) or more consecutive working days on account of illness; and the Employer may request a Certificate of Illness or other suitable proof for any absences of shorter duration caused by illness if it is apparent that sick leave is being habitually abused.
- C. Whenever a physician is called upon by the Employer to verify a sickness, the cost thereof shall be at the expense of the Employer.
- D. Any absence, for which a requested Certificate of Illness or other suitable proof of illness has not been submitted, shall be considered "absence without leave" and shall result in loss of compensation for such period of absence.
- E. Sick leave may not be granted in anticipation of future service. Holidays falling within a period of sick leave shall not be counted as sick leave.
- F. Sick time will be charged on an hour for hour basis.
- G. Sick leave shall not be granted for illness on a scheduled leave, vacation, leave of absence or other scheduled days off.
- H. An employee who has no accumulated sick leave and who is absent from work must present a physician's certificate justifying the absence. In the event the employee fails to comply, the time shall be considered an unauthorized absence and the employee may be subject to disciplinary action.

All full-time Employees shall have the privilege of converting, on an annual basis, three (3) days of the Employee's accumulated sick leave to personal leave days and one (1) day of such accumulated sick leave to a personal leave day for the observance of such Employee's birthday and to deduct all such personal leave days from the Employee's total sick leave bank. Insofar as possible, all such personal leave requests shall be filed with the Employer at least forty-eight (48) hours prior to the date that such is to become effective. Personal leave may only be utilized in multiples of four (4) hours.

Emergency or personal leave shall not be taken concurrently with any vacation or holiday leave, provided, however, an emergency leave may be authorized in concurrence with the above if the said emergency leave request is substantially documented.

Upon termination of employment, all regular full-time Employees shall be entitled to receive severance pay according to the following stipulations:

- A. Provided that at the time employment is terminated, the regular full-time Employee has been employed for not less than ten (10) years of prior continuous service.
- B. Provided, that based on the regular full-time Employee's current daily wage, such Employee shall receive at the time of the termination of employment, and in one (1) payment as severance pay, an amount equal to his current daily wage for one hundred percent (100%) of his unused accumulated sick leave days.
- C. In the event of death of any regular full-time Employee, while still in the employment of the Employer, the Employee's surviving spouse and/or estate shall receive payment for one hundred percent (100%) of such deceased Employee's unused accumulated sick leave days.

As an option, any regular full-time Employee shall have the prerogative at any one (1) time during each fiscal year to request and to receive payment, calculated at the Employee's then current rate of pay, for one-half (1/2) of his/her accumulated unused sick leave days as verified by the records of the City Comptroller. Provided, however, that such Employee shall not be permitted to exercise the aforesaid option so as to reduce the Employee's number of accumulated unused sick leave days in the sick leave bank below fifteen (15) days.

As an incentive bonus, there shall be added one (1) bonus day to each qualified Employee's sick leave bank if [less than six (6) hours] sick leave is utilized in a continuous four (4) month period and one (1) bonus day for each additional continuous four (4) month period no sick leave is utilized. Provided, however, any authorized personal or emergency leave which is chargeable to sick leave shall be exempt from this provision.

Disability Leave

A "Disability Leave" may be granted to an Employee who has incurred a service connected injury or disability incapacitating the Employee from performing the duties and requirements of his position held with the Employer.

A "Disability Leave" may be applied for by any Employee of the Employer for a service-connected injury or disability under the following regulations:

- A. Application to be made, in writing, to the Employer advising of all pertinent facts which are the basis for the application.
- B. The employer, upon receipt of such application, shall cause the same to be investigated and to prepare written findings, a copy of which shall be furnished to the Employee.
- C. If the findings shall be such so as to deny the "Disability Leave", the Employee shall have the right to appeal to the City Council, by filing a written Claim of Appeal with the City Clerk within five (5) days after receipt of the

City Administrator's findings. Upon Hearing had, the Council shall make its determination which shall be final and binding on all parties concerned.

Any "Disability Leave" granted as herein provided shall be subject to and conditioned upon the performance of the following provisions:

- A. The Employee shall have suffered a service-connected injury or disability incapacitating the Employee from the performance of the duties of his/her employment with the Employer.
- B. The Employee shall have applied for and shall be receiving compensation therefore under the Michigan Workers' Disability Compensation Act.
- C. The Employee shall be required to be under the care of the Employer's physician during the first seven (7) days of his/her injury or disability and shall submit to such physical examinations, treatment, and recommendations as the Employer's physician may prescribe provided that the employee may have a physician of his/her own choosing to be in consultation with the Employer's physician in connection with such examinations, treatments, and recommendations.
- D. The Employer shall review the "Disability Leave" at least every three (3) months during the first year thereof and every six (6) months thereafter during the period of the continuance of such "Disability Leave". The Employer shall make his written findings after each such review and provide the Employee with a copy thereof. An Appeal may be taken therefrom and processed as provided for.

The "Disability Leave" shall terminate upon a written finding, by the Employer, a copy of which is delivered to the Employee, upon the determination that any of the following occurrences have taken place:

- A. When the payment of compensation ceases under the Michigan Workers' Disability Compensation Act, or
- B. When the Employee is retired under the provisions of Ordinance 543 (Retirement System), or
- C. When the Employee shall discontinue his/her employment with the Employer, or
- D. Upon certification, by the Employer's physician, that the Employee is physically able to return to his/her regular duties with the Employer and that the injury or disability which was the basis for the granting of the "Disability Leave" no longer prevents the Employee from returning to his/her regular duties.

The compensation paid by the City to any Employee granted a disability leave during the period therefore shall represent the amount of the Employee's net take-home base salary or wages which he received at the time of the commencement of such "leave", less the amount the Employee shall receive for benefits under the Michigan Workers' Disability Compensation Act, together with the compensation received by the Employee from any

gainful employment. No additional sick leave or vacation credit shall be accrued during a disability leave, after the first six (6) months.

The additional compensation to be paid under this Section to an individual receiving Workers' Disability Compensation benefits shall commence on the date the Disability Leave is granted and all such payments shall terminate upon the termination of the Disability Leave or a maximum period of one (1) calendar year, whichever occurs first.

Where a service-connected injury or disability, for which a "Disability Leave" has been granted, shall occur under circumstances creating a legal liability in some other person or the employer of such person, other than the Employer, to pay damages to such Employee or his/her dependents or their personal representatives, the rights and benefits which are available and accrued to the Employee as provided in Section 15, Part III of Act No. 10 of the Public Acts of the State of Michigan for 1912 (First Extra Session, as amended by Section 17.189 M.S.A.) shall inure to the benefit of the Employer. No Employee shall settle or waive any such claim for damages without the written consent of the Employer.

In individual cases involving undue hardship or other meritorious conditions, the City Council may determine not to reduce the benefits provided for under the above provisions and may increase benefits payable hereunder in such cases as the City Council may determine to be just, merited, and warranted.

The provisions, as hereinbefore set forth, may be amended, revised, or repealed at the discretion of the City Council.

Funeral Leave

In the event of the death of one of the following listed relatives of an Employee, the Employee shall be entitled to leave without loss of pay for a period not to exceed five (5) working days:

Husband	Step-Children
Wife	Mother
Children	Father

In the event of the death of one of the following listed relatives of an Employee, the Employee shall be granted, upon the order of the Employer, an excused absence with regular straight time compensation for the purpose of attending the funeral of such relative and any such excused absence shall not exceed one (1) to three (3) working days depending upon the Employee's relationship and responsibility for funeral arrangements:

Step-Mother	Sister	Grandchildren
Mother-in-Law	Sister-in-Law	Grandparents of husband
Step-Father	Brother	or wife
Father-in-Law	Brother-in-Law	

Provided, further, that upon proper verification by the Employee to the Employer that the funeral services for any such relative, hereinabove, are to be held at a place located more than 300 miles from the City of Grosse Pointe Woods and the Employee plans to attend such services, an additional two (2) working days shall be allowed without loss of pay.

If additional funeral leave days are required by the Employee in excess of those provided herein, the Employee may request the Employer to grant an emergency vacation leave and/or an emergency leave of absence without pay.

Leaves of Absence

An Employee who has a prolonged physical or mental illness or an Employee who has such illness in his immediate family shall be granted, upon written request to the Employer and submission of proof acceptable to the Employer, a leave of absence without pay for a period of time not to exceed three (3) calendar months in any one (1) calendar year; provided, however, that subsequent three (3) calendar months extension and/or extensions shall be granted to the Employee upon the further submission of need and which is acceptable to the Employer. An Employee's immediate family as referred hereinabove shall be defined to include only the spouse and children of the Employee.

A personal leave of absence, without pay, may be granted for a definite period of time not to exceed thirty (30) days in any one (1) calendar year to an Employee whose services can be spared by the Employer. Additional extensions of such leave of absence may be further granted by the Employer.

An Employee on an approved leave of absence shall not lose his/her ranking for seniority.

Leaves of absence obtained under false pretense shall not protect an Employee's seniority and his/her rights thereto.

Employees who do not return to work within three (3) days after expiration date of their leave of absence shall be considered as having voluntarily terminated their employment unless a provable written excuse, submitted within ten (10) days is accepted by the Employer.

All leaves where applicable shall count toward an employee's entitlement under the Family Medical Leave Act.

Jury Duty Leave

Any full-time Employee who is required to serve on jury duty shall be given the time off to do so. He/she shall be paid, at his/her current regular pay, the difference between his/her pay received for jury duty and that of his/her current regular pay upon the receipt by the Employer of an official statement setting forth the amount of pay earned for the said jury duty.

Park Permits After Retirement

Upon retirement, each former full-time Employee shall receive a regular permit for himself and his/her immediate family and be afforded an equal opportunity in the rental of a boat dock space in accordance with the City ordinance governing same at the time.

THE CITY OF GROSSE POINTE WOODS COUNCIL RESOLUTION

WHEREAS, the City of Grosse Pointe Woods (CITY) acting through its Council is desirous of employing ALFRED J. FINCHAM (FINCHAM) as its City Administrator effective October 4, 2010; and

WHEREAS, FINCHAM presently has his certification for his Michigan Commission on Law Enforcement Standards Certification (MCOLES) and is desirous of maintaining said certification; and

WHEREAS, at the request of FINCHAM that he be allowed to retain his certification for MCOLES without compensation of any kind; and

WHEREAS, the CITY believes it desirable for FINCHAM to maintain said certification subject to certain conditions expressed herein.

BE IT RESOLVED:

1. Effective upon adoption of this Resolution, FINCHAM is appointed the Public Safety Commissioner for the City of Grosse Pointe Woods as an appointee nominated by the Mayor and approved by the City Council.
2. The Public Safety Commissioner will serve in an advisory position to the Director of Public Safety.
3. The Public Safety Commissioner shall be an MCOLES certified law enforcement officer.
4. The Public Safety Commissioner shall possess the powers, enjoy the privileges and be subjected to the liabilities conferred and imposed by laws upon police officers and firefighters. The Public Safety Commissioner shall have full power and authority; and it shall be the duty of each such individual to:
 - a. Familiarize himself with state statutes, federal laws and the codes and ordinances of the city and attend to the enforcement of such statutes, laws, code and ordinances by all lawful means.
 - b. Prevent crimes and violations of state, federal and city laws and ordinances and protect the health, safety, public peace and order of the city and its inhabitants.
 - c. Engage in fire prevention, the fighting and extinguishing of fires and the preparation and submission of all reports relative thereto.
 - d. Perform other administrative or emergency duties as may be requested by the director of public safety or their duly authorized representative.

5. The duties/responsibilities of the Public Safety Commissioner position are designed to assist the Public Safety Director as the Public Safety Director may request in areas of operational control of the Public Safety Department and development of operational and administrative policies and procedures.
6. The Public Safety Commissioner may serve when requested by the Director of Public Safety as a liaison with the public as well as federal and other law enforcement agencies.
7. The Public Safety Commissioner may serve as the Acting Director of Public Safety in the Public Safety Director's absence.
8. There will be no additional compensation for assuming these duties.
9. There shall be no additional cost to the City for FINCHAM maintaining said certification.
10. It is expressly understood and agreed that the Director of Public Safety shall report to the City Administrator and the Public Safety Commission shall not report to the Director of Public Safety.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

City Clerk

CERTIFICATION

I, _____, Clerk of the City of Grosse Pointe Woods, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the 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.

City Clerk