



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

NOTICE OF MEETING

COMMISSIONS:		COMMITTEES:		BOARDS:	
Beautification Advisory		Building Authority		Board of Canvassers	
Citizens' Recreation		Cable TV Ad Hoc		Board of Review	
Community Tree		Compensation & Evaluation		Construction Board of Appeals	
Election	X	Construction		Community Enhancement Fund	
Historical		Finance		Downspout Board of Appeals	
Local Officers Compensation		Fireworks		Pension	
Planning		Judicial Liaison		Subcommittees	
Senior Citizens'		Mack Ave Business Study			
		Public Relations			

PUBLIC INVITED: IN ACCORDANCE WITH PUBLIC ACT 267 OF 1976 (OPEN MEETINGS ACT), ALL MEMBERS OF THE GROUP SELECTED ABOVE, AS WELL AS THE GENERAL PUBLIC, ARE INVITED TO ATTEND THE FOLLOWING MEETING ON WEDNESDAY, JUNE 12, 2019, AT 3:30 P.M. IN THE MUNICIPAL COURT/COUNCIL CHAMBERS AT CITY HALL, 20025 MACK, GROSSE POINTE WOODS, MI.

AGENDA OF MEETING

1. Call to Order
2. Roll Call
3. Acceptance of Agenda
4. Temporary Relocation of Precinct 4
 - a. Proposed Use Agreement
5. Update – Proposition 18-3
6. New Business/Public Comment
7. Immediate Certification of Minutes
8. Adjournment

cc: Bryant
 Berschback

Hathaway

Post
 File

Submitted by: Lisa Hathaway

Office Held: Chair

Telephone: 313 343-2440

FACILITY USE AGREEMENT

4

WHEREAS, St. Michaels Episcopal Church (the “Church”) located at 20475 Sunningdale Park Road, Grosse Pointe Woods, MI, and the City of Grosse Pointe Woods through actions by its City Council (the “City”) have agreed to this Facility Use Agreement; and

WHEREAS, the Church has agreed to allow the City to use the Fellowship Center (Gym) for the purpose of temporarily holding an election on November 5, 2019, and other necessary activities related to Precinct 4 in accordance with the terms of this Agreement:

NOW THEREFORE it is hereby agreed between the parties as follows:

1. Permission to use facilities: The Church agrees to allow the city, its agents, employees, and related entities to use the church facilities for all purposes necessary to allow the City to comply with State Election Laws regarding establishing a precinct and for elections generally during the term of this Agreement.
2. Consideration: The City will pay to the Church the sum of One Hundred (\$100.00) dollars for use of the facilities in conjunction with this Agreement.
3. Exclusive use of portion of the Church: The Church agrees and understands that the City has statutory duties under the Election Laws of the State of Michigan which will require exclusive use of the Fellowship Center (Gym) and use of the main entry and hallway on Election Day, and for set-up the day before the election, and break down of the equipment the day after the election.

The Church agrees that no other Church events will be scheduled in the Fellowship Center (Gym) location on Election Day. The Church will take the necessary steps to make adequate parking available on Election day. The Church further agrees to perform regular maintenance on, and guarantee usability, of all electrical outlets and lighting.

4. Term: The agreement is in effect from the date it is signed. The parties agree and understand that, the following Election Day date is scheduled:

- **General Election, November 5, 2019.**

~~The parties agree that special elections may be necessary during the term of this agreement and that the Church will allow use of its facilities for all regular and special elections at all levels of government, including school board and millage elections if necessary.~~

~~The City will advise the Church of the upcoming election dates in any year in January of that election year, or within 30 days of any special election.~~

5. The Church agrees and understands that the use of the facilities shall be required by election officials the day prior to the election for set up and for equipment take down the day following the given Election Day.

6. The Church agrees that campaigners are permitted to campaign at the 100 foot line and beyond.
7. Injunctive Relief: The Church agrees and understands that due to the statutory duties of the City, the City is required to have use of the facilities on election day. Accordingly, the Church acknowledges that in the event of the anticipated breach of this Agreement, the Church stipulates to jurisdiction of the Wayne County Circuit Court for purposes of entering injunctive relief, including any necessary Ex Parte Orders which may be necessary to allow the City of Grosse Pointe Woods to exercise its statutory duties regarding elections.
8. ADA Compliance: The Church agrees and understands that the City has a duty to provide voting facilities which are ADA compliant. Accordingly, the Church agrees to provide facilities that are accessible to all voters and are in compliance with ADA requirements.
9. Insurance and Indemnification: The City agrees to hold harmless the Church from any liability for damages to any person or property on Church property which is related to the performance of the City's responsibilities to provide a suitable location for the election. The City has general liability coverage in the amount of \$5,000,000.00 for each occurrence and for general aggregate limits and in addition for each occurrence \$6,000,000.00 for specific and aggregate.
10. Notice: Either party may terminate this agreement based on a minimum 120 days with written notice to the other party.
11. Liquidated Damages: The Church agrees and understands that the City has a statutory duty to provide election facilities. Accordingly, in the event that the Church willfully refuses to provide such facilities on Election Day in accordance with the terms of this agreement, then the Church agrees that the City's damages arising out of any willful breach of this contract is difficult to determine, and the Church stipulates to liquidated damages for willful breach of this agreement in the amount of \$1,000.00 per willful breach. In addition to liquidated damages, the City may seek relief from a Court of equity to enjoin further breach of any agreement. This provision does not limit the right of any party from seeking other relief or to recover any other damages for breach of any other terms or provisions of this agreement.
12. Entire Agreement: This agreement represents the entire agreement between the parties. Any modifications to this agreement must be in writing.

Dated: _____

CITY OF GROSSE POINTE WOODS

By: Bruce Smith

Its: City Administrator

Dated: _____

ST. MICHAEL'S EPISCOPAL CHURCH

By:

Its:

City Clerk – 2019 August issue of “Update”

Remember to Vote

November 5, 2019 General Election

October 21, 2019: Last day to register in any manner other than in-person with the local clerk for the November election

October 22, 2019 – November 5, 2019: In-person registration at the City Clerk’s office with proof of residency.

Election Procedures Change with the passing of Proposition 18-3

As a result of the electorate passing state-wide Proposition 18-3 in November 2018, many changes have been implemented into various election laws. It is important to understand these changes so that each voter experiences a smooth Election Day. See below:

- Straight-ticket voting will be reinstated for the General November 2020 election in Grosse Pointe Woods; although it will be sooner in communities administering a partisan election in November 2019.
- Registering to vote:
 - Will now be automatic when obtaining a driver’s license at the Secretary of State office, unless registering to vote is specifically declined by the driver.
 - In-person or by mail is permitted up to the 15th day prior to the election. A voter may also register in-person at the City Clerk’s office, a Secretary of State branch office, or a designated state agency.
 - In-person is now required to be processed only at the City Clerk’s office beginning the 14th day prior to the election through Election Day with residency verification through and including Election Day.
 - Requires one of a variety of types of Proof of Residency permitted by law, and will determine the type of ballot a voter will receive. When registering the 14th day prior to the election or sooner to Election Day, the City Clerk’s staff will issue a Registration Receipt to be taken to the polls by the voter to obtain a ballot. Voters will receive one of the following types of ballots depending upon ID provided:
 - Regular Ballot with a Michigan Driver’s License/ID showing a current address in Grosse Pointe Woods.
 - Challenged Ballot when registering with:
 - A Michigan Driver’s License/ID without current address and other Proof of Residency. An Envelope Ballot will be issued and will not be tabulated at the precinct.
 - Other picture ID and Proof of Residency. An Affidavit Ballot will be issued and tabulated at the precinct.
 - No Picture ID (Affidavit Required) with Proof of Residency. An Envelope Ballot will be issued and will not be tabulated at the precinct.
 - Ineligible to receive a ballot with other picture ID and no Proof of Residency.
 - Acceptable Proofs of Residency shall identify the applicant’s name with the current Grosse Pointe Woods address. The following will be accepted:
 - Current utility bill
 - Bank statement

- Paycheck
- Government check
- Other government document
- Absentee Voting (AV) is now available to all registered voters without a reason:
 - An AV ballot may be requested by mail until Friday at 5 p.m. prior to Election Day.
 - In-person AV deadline remains 4 p.m. on Monday prior to Election Day. However after the Monday deadline, a resident may register to vote and obtain an AV ballot if voting the ballot in the Clerk's Office.
 - The Clerk's AV Office will be open Saturday prior to the election from 8 a.m. to 4 p.m.

Precinct 4 (and Mason School) is/are temporarily relocated to (more info to come)

Due to flooding in City Hall administrative offices, Clerk, Finance and Building staff has been relocated to the Community Center. Due to the new tenants, Precinct 4 – Community Center needed to be temporarily relocated to _____. **Mason School ??** As a result, the City Clerk has mailed an information card to each household within these precincts informing voters of the temporary precincts and where to vote on November 5th. Signs will also be posted at the Community Center and Mason School redirecting voters to the assigned temporary poll.

Voting by Absent Voter Ballot

~NEW~ The Clerk's office now issues absent voter ballots to any registered voter who requests one. Previously, a voter was required to meet a predetermined criteria established by law in order to qualify to vote by absentee ballot. With the passing of Proposal 18-3, a reason is no longer required.

The absent voter process includes a requirement to first complete an Absent Voter Application form to receive an absentee ballot. An application form may be requested verbally, in-person, or via permanent AV list mailing. Once the application is received by a voter, it must be filled out completely, signed, and returned to the Clerk's office at which time Clerk's staff will then mail the absentee ballot to an address designated by the voter. An absent voter ballot must be returned to the Clerk's office by 8 p.m. on Election Day in order to be counted, so remember to allow extra time for mailing and plan accordingly. A ballot may also be placed in the beige City drop box in front of City Hall or brought into the lobby and placed in the designated metal ballot box.

The Clerk's office will continue maintaining a permanent list of voters who request to automatically receive an Absent Voter Application form prior to every election. A voter may request to be placed on the list either verbally, in writing, or by completing the Registered Voter Response Card provided in this issue. A completed application form is required in order to receive a ballot; this permanent list does not permit the Clerk to automatically mail a ballot.

Application forms will be mailed to the voter's address used when registering to vote. If a forwarding address has been filed with the United States Postal Service (USPS), the application form will be forwarded to the address provided to USPS. However, in accordance with election law, a ballot cannot be forwarded by USPS (a forwarding address will cause the ballot to be returned to the Clerk.) In order to permit the Clerk to mail an absentee ballot to an address other than the registered address, voters must fill out the box, "Complete Only If You Want Your Ballot Sent To A Temporary Address" identifying the alternate address.

If you do not automatically receive an Absent Voter Application form but would like to, simply email cityclerk@gpwmi.us, call 313 343-9945 (feel free to leave a message containing your name and address), or complete the Registered Voter Response Card available in this issue and on-line. Extra forms are available on the City website under Departments/Clerk/Elections as one form per voter is required, then return to the Clerk's office.

The automatic mailing of an Absent Voter Application Form is a good reminder that an election is forthcoming. It also saves a voter's time by not having to remember to request an application form for each election. You will no longer need to request an application form for future elections and may remove your name from the list at any time.

Meeting Agendas: <http://www.gpwmi.us/meetingsIndex.html>

Meeting Minutes: <http://www.gpwmi.us/onlineMeetings.html>

Would you like to serve on a City Commission?

If you would like to serve on a City Commission, Board, or Committee please let us know by filling out a Biographical Sketch Form available in the City Clerk's Office or on the City's website.