

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, August 1, 2016
7:30 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA
6. APPOINTMENT
 - A. Downspout Board of Appeals (Mayoral)
 1. Director of Public Services Frank Schulte
7. MINUTES
 - A. Council 07/11/16
 - B. Committee-of-the-Whole 07/25/16
 - C. Election Commission 07/26/16, 07/14/16
w/recommendation:
 1. Election Inspectors – Rates of Pay
 - a. Certification of Board of Election Inspectors
 - D. Historical Commission 06/09/16
 - E. Beautification Commission 06/08/16
8. COMMUNICATIONS
 - A. Application for Permit/License to Solicit
 1. Application 07/12/16 – James A. Wilkerson
 - B. Monthly Financial Report – June 2016
9. BIDS/PROPOSALS/
CONTRACTS
 - A. 2016 CDBG Subrecipient Agreement
 1. Memo 07/19/16 – City Administrator
 2. Agreement
 3. Certificate of Liability Insurance
 - B. Independent Contractor Agreement
 1. Joe Ahee
10. CLAIMS/ACCOUNTS
 - A. Labor Attorney
 1. Keller Thoma 07/01/16

B. City Attorneys

1. Don R. Berschback 07/27/16
2. Charles T. Berschback 07/27/16

11. NEW BUSINESS/PUBLIC COMMENT

12. ADJOURNMENT

**Lisa Kay Hathaway, CMMC/MMC
City Clerk**

IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)
POSTED AND COPIES GIVEN TO NEWSPAPERS

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440 or Telecommunications Device for the Deaf (TDD) 313 343-9249.

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



COUNCIL
07-11-16 - 92

MINUTES OF THE RESCHEDULED CITY COUNCIL MEETING OF THE CITY OF GROSSE
POINTE WOODS HELD ON MONDAY, JULY 11, 2016, IN THE COUNCIL-COURT ROOM OF
THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:34 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke
Council members: Bryant, Granger, Ketels, Koester, McConaghy, Shetler
Absent: None

Also Present: City Administrator Smith
City Attorney Chip Berschback
Treasurer/Comptroller Irby
City Clerk Hathaway
Director of Public Services Schulte
Building Inspector Tutag

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

The following Commission members were in attendance:

Mike Fuller, Planning Commission
Mary Casinelli, Beautification Commission

The Mayor, Council, Administration, and the audience observed a moment of silence in observance of the tragic shootings that took place this past week in Dallas, TX.

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

Motion carried by the following vote:

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

The City Clerk administered the Oaths of Office to Bruce Smith, City Administrator, and Frank Schulte, Director of Public Services.

The Mayor appointed Bruce Smith, City Administrator, as member of the **Community Events Committee**.

Motion by Granger, seconded by Shetler, regarding appointments - Community Events Committee (Mayoral), that the City Council voice no objection to the appointment of Bruce Smith, City Administrator, to the Community Events Committee.

Motion carried by the following vote:

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

Motion by Granger, seconded by Bryant, regarding **appointments – Committees/Organizations (Council)**, that the City Council appoint Bruce Smith to the following Committees/Organizations:

1. Southeastern Michigan Council of Governments (SEMCOG) – Alternate;
2. Wayne County Community Development Block Grant Advisory Council – Planning Committee Designate;
3. Grosse Pointes-Clinton Refuse Disposal Authority – Representative.

Motion carried by the following vote:

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

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

1. City Council Minutes dated June 20, 2016.

Motion carried by the following vote:

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

Hearing no objections from the Compensation & Evaluation Committee, the minutes from May 23, 2016, and June 20, 2016, were approved as corrected.

THE MEETING WAS THEREUPON OPENED AT 7:45 P.M. FOR A PUBLIC HEARING IN ACCORDANCE WITH CHAPTER 8, BUILDINGS AND BUILDING REGULATIONS, ARTICLE IX, FENCES, TO HEAR THE APPLICATION OF LEON AND MICHELLE GROBERT, WHO ARE REQUESTING TO INSTALL A 4' SOLID FENCE WITH A 1' LATTICE TOP, AT 1635 ANITA, GROSSE POINTE WOODS.

Motion by Granger, seconded by Bryant, that for purposes of the public hearing the following items be received and placed on file:

1. Letter 06/15/16 – L. and M. Grobert
2. Photos(3)
3. Application for Fence Zoning Compliance Permit 05/26/16
4. Proposal/Contract 05/23/16 – Kimberly Fence
5. Image/Sketch for Parcel 05/17/16
6. Letter – L. and M. Grobert
7. Fence Illustration
8. Memo 06/30/16 – Building Official
9. Photos (10)
10. Memo 06/21/16 – Director of Public Services
11. Affidavit of Property Owners Notified
12. Aerial Views (2)

Motion carried by the following vote:

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

The Building Official provided an overview.

The Chair asked if anyone from the audience wished to speak in favor of the proposed request. The following individual was heard:

Leon Grobert
1635 Anita

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. No one wished to be heard.

Motion by Granger, seconded by Shetler, that the public hearing be closed at 7:52 p.m.
PASSED UNANIMOUSLY.

Motion by Shetler, supported by McConaghy, regarding Public Hearing - Fence Variance: Leon and Michelle Grobert, 1635 Anita, regarding their request for variances to install a solid privacy fence along the rear lot line and adjacent to an existing cyclone fence, that the City Council approve the fence variances as requested based on the following:

- The adjoining property owner to the south has acknowledged and is in support of the proposed fence style and placement;
- The subject property adjoins the Mason School playfield;
- The applicants desire a reasonable degree of privacy while in their rear yard;
- The proposed fence replacement will have no impact on traffic or the general health and safety of the neighborhood;
- Approval is contingent upon the Petitioner commencing construction in 90 days and completing construction within six months.

Motion carried by the following vote:

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

Motion by Granger, seconded by Shetler, regarding **open purchase orders**, that the City Council issue open purchase orders to vendors with expenses expected to be greater than \$5,000 as identified in the Treasurer/Comptroller list of Purchase Orders Over \$5,000 FY 16/17, not to exceed the amount stated in the request.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Shetler, regarding **Application for Permit/License to Solicit**, that the City Council approve the application of Nidal M. Hamdan from Golden K Enterprises for a Permit/License to Solicit, and to deny Mr. Gilliam from soliciting in the City of Grosse Pointe Woods.

Motion carried by the following vote:

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

Motion by Koester, seconded by McConaghy, regarding **purchase: election laptops**, that the City Council approve a total amount not to exceed \$6,900.00 to purchase six (6) Dell Latitude E6540 BTX laptops through Dell (\$1,000.00 each), and six (6) encrypted USB flash drives and six (6) magnetic card readers (\$75 each) from CDW, funds to be taken from Account No. 101-855-977.299 - \$6,000.00 and 101-855-757.000 - \$900.00.

Motion carried by the following vote:

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

Motion by Ketels, seconded by McConaghy, regarding **purchase: paper yard waste bags**, that the City Council approve a purchase order to Dano Enterprises, Inc. for supplying 20,000 bags at \$.388 per bag, for a total cost not to exceed \$7,760.00, funds to be charged to Account No. 598-787-757.000.

Motion carried by the following vote:

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

Motion by Granger, seconded by Bryant, regarding **purchase: two pick-up trucks**, that the City Council approve lease/purchase of two (2) 2016 GMC Sierra 2500HD 4WD regular cab pick up trucks including Fisher HD2 8' snow plow packages from Red Holman Buick GMC through the Oakland County Bid Purchase Program, \$35,000.00 to be taken from Account No. 640-852-977.599 and \$35,000.00 to be taken from Account No. 640-852-977.799.

Motion by Granger, seconded by Bryant, to amend the previous motion by inserting, "through a lease" before "Purchase Program."

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Granger, regarding **lease: postage machine**, that the City Council approve leasing a SendPro P1000 Series postage machine from Pitney Bowes at a cost not to exceed \$2,971.80 annually for five years, including meter rental and maintenance, for a total cost over five years not to exceed \$15,000.00, funds to be taken from the City Clerk's Minor Equipment Account No. 101-215-970.000.

Motion carried by the following vote:

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

Motion by Granger, seconded by Shetler, regarding **second reading: an ordinance amending Chapter 34, solid waste, Sec. 34-48 curbside recycling, to add requirements regarding storage of recycling and other trash containers**, that

the City Council approve this ordinance as presented and make it effective 20 days after its enactment.

Motion carried by the following vote:

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

Motion by Granger, seconded by Bryant, regarding **second reading: an ordinance to amend Chapter 8 buildings and building regulations, by amending Sec. 8-69(1)(n) to require repairs for basement walls showing evidence of foundation failure**, that the City Council approve this ordinance as presented and make it effective 20 days after its enactment.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Shetler, regarding **revised effective date: an ordinance to amend Chapter 2, Article IV. Employee benefits division 2. Retirement system of the code of ordinances of the City of Grosse Pointe Woods, Michigan by amending Section 2-294 to reflect the current membership of the retirement system and to allow appointed officials and department directors to opt out of membership in the retirement system and to exclude re-employed retirees of the retirement system from membership in the retirement system**, that the City Council reset the effective date of this ordinance previously adopted by the City Council on June 20, 2016, from effective immediately (June 20, 2016) to effective ten (10) days after its enactment, namely June 30, 2016.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Granger, regarding **requests to opt out of retirement system**, that the City Council approve the requests of Bruce J. Smith, City Administrator, and Frank Schulte, Director of Public Services, to opt out of the City's retirement system.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Shetler, regarding **City Attorney**, that the City Council approve the following statements:

1. City Attorney Don R. Berschback 06/30/16 - \$2,440.00;
2. City Attorney Charles T. Berschback 06/29/16 - \$7,508.75.

Motion carried by the following vote:

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

Motion by Granger, seconded by Bryant, to adjourn tonight's meeting at 8:12 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, JULY 25, 2016, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Bryant, Ketels, Koester (arrived 8:02 p.m.),
McConaghy, Shetler

ABSENT: Granger

ALSO PRESENT: City Administrator Smith
Treasurer/Comptroller Irby
City Attorney Chip Berschback
City Clerk Hathaway
Building Official Tutag (8:21 p.m.)

Mayor Novitke called the meeting to order at 7:30 p.m.

Motion by Ketels, seconded by Bryant, that Council Members Granger and Koester be excused from tonight's meeting.

Motion carried by the following vote:

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

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

Motion carried by the following vote:

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

Discussion then ensued regarding **staffing**. The City Administrator stated that currently the Parks and Recreation Supervisor is responsible for 110 lifeguards and their training, running the Community Center, is on-call and/or works weekends and evenings, prepares payroll, hires and process staff in spring time, maintains the pool, does purchasing for and runs events. The City Administrator stated a part-time, permanent person is needed to assist the Recreation Supervisor with these duties. Part-time hours will not exceed 1,350 hours per year, wages range from \$15-18 or \$20,250-\$24,300 annually. Funds are available in the DPW budget from the vacant City Forester position. Discussion ensued regarding the Director of Public Services serving as the City Forester. The City Administrator and Treasurer/Comptroller are recommending approval of one part-time position for Parks and Recreation. Hearing no objections, Administration is to move forward with hiring the one part-time assistant.

The City Administrator stated Grosse Pointe Park's Recreation Director retired, and Ms. Byron has applied for the position. The starting pay is \$12,000.00 more per year than Grosse Pointe Woods. Following a brief discussion, no action was taken.

Next, the City Administrator discussed a recent incident at the water reservoir whereby retired Director of Public Services Ahee was called in to resolve an emergency. Administration recommended the City enter into a Consulting Agreement with Joe Ahee at \$50.00-55.00 per hour. The City Administrator and Treasurer/Comptroller both recommended an Agreement with Mr. Ahee at \$55.00 per hour as a 1099 contractor, and not subject to any benefits. The City Attorney recommended an Agreement be presented to the City Council, and also recommended a cap on hours. The Mayor suggested an amount not to exceed \$1,500.00. A discussion ensued regarding the necessity to cross-train Department of Public Works staff on all aspects of the department. There was a consensus of the Committee to move forward with an Agreement at \$55.00 per hour, at a cost is not to exceed \$2,000.00.

The next item discussed under New Business was regarding Tom Colombo, City Assessor, and his salary considering he no longer holds the title of City Administrator. The Treasurer/Comptroller suggested that while a Compensation and Evaluation Committee meeting is pending for Mr. Colombo, due to an approximate one-month leave from the City, she requested approval to pay Mr. Colombo the same rate as he was being paid previously as City Assessor and prior to adding on the responsibilities of the City Administrator. He will no longer be a 1099 contractor due to work being performed here at City offices, use of equipment, etc., which means costs will go up approximately 7.65%. He is not entitled to a pension as he is a part-time employee. There was a consensus of the Committee to pay Mr. Colombo the same City Assessor rate that he previously earned, until his future Compensation & Evaluation Committee meeting is completed.

Taken out of order, the following item was discussed under New Business:

- The Treasurer/Comptroller provided an overview regarding Lochmoor's water bill. Dry weather caused Lochmoor's reservoir to dry up, causing a high water bill estimated to be \$76,000.00. Lochmoor Club has requested the following: the bill be cut (reduced), the penalty be waived, and that the bill be placed on a payment plan. Past practice has permitted waiving penalty for the first month, however it appears the charter does not address waiving penalties. The City Attorney was asked to review the legalities of waiving penalties. The Treasurer/Comptroller stated that a one-time waiver was already permitted in the past. There was a majority consensus of the Committee to not waive the penalty as such has been done in the past, do not reduce the bill, and it is okay to work out a payment plan. This item to remain on the Committee-of-the-Whole pending the City Attorney's opinion regarding waiving of penalties.

The next item discussed was regarding the **fence ordinance**. The City Attorney stated he and the Building Official reviewed the fence ordinance. The Mayor stated he believed it to be unfair that an approval to a request for a 6' fence is dependent upon a neighbor

saying yes or no. The Mayor is opposed to a 6' solid fence unless on a corner lot. Discussion ensued regarding an alternative, possibly a 4' solid fence with lattice top. The Building Official stated most solid fence variance requests are due to dogs or children. Member Bryant suggested taking time to visit homes with solid and other fences to observe the effects of a 6' fence. The Building Official stated that 86 fence permits were pulled last year, and 115 fence permits were pulled for 2016, with approximately 5-6 variance requests. There was discussion of the Committee to authorize 4' solid fences for all properties. This item is to remain on the Committee-of-the-Whole, and be readdressed in 30 days.

The City Administrator provided a report regarding **lead service lines** after having spoken to the City Engineer. According to the City Engineer, 10% of the water meters may have lead lines. With respect to cost to replace lines, he stated the side of the street containing the water main is cheaper to repair because the line is shorter. The cost to replace lines from the house to the box is roughly \$1,000; from the box to the water line is \$1,700; to backfill/restore it is estimated at \$2,300. Boring may be more money. With 6,856 meters: 686 (10%) lead service lines x \$5,000 = \$3.4 million.

Motion by Bryant, seconded by Shetler, to remove lead service lines and staffing from the Committee-of-the-Whole.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Shetler, that the Committee recess the regularly scheduled Committee-of-the-Whole meeting at 9:08 p.m. and convene in Closed Executive Session for the purpose of discussing pending litigation at which time the Committee may or may not reconvene in regular session to address additional items as necessary, in accordance with the Open Meetings Act 1976 PA 267.

Motion carried by the following ROLL CALL vote:

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

The Committee-of-the-Whole reconvened in regular session at 9:24 p.m.

Under continuation of New Business, the following items were discussed:

- The Grosse Pointe Woods Foundation is requesting to promote fund raising at City events: Perch Derby, City Picnic, and Music on the Lawn events. There was a consensus of the Committee to not permit fund raising due to sponsorships for Music on the Lawn and Fall Fest. There was a consensus of the Committee to permit the Foundation to perform fund raising at the City picnic because there are no sponsorships for the City picnic and the type of event.
- Member Ketels discussed the batting cages at Ghesquiere Park and stated that they are locked by Little League and inaccessible to the residents. On October 1, 1990, the City Council voted to approve the installation of the Little League/Babe Ruth batting cages contingent upon the facility being locked when not in use; that resident use is allowed with proper supervision and equipment; that a \$1,000,000 insurance policy be provided the City by the Grosse Pointe Woods/Shores Little League; and that the City of Grosse Pointe Woods would be an additional insured. There was a consensus of the Committee to contact Dick Borland to attend a Committee-of-the-Whole meeting to discuss this matter.

Motion by Koester, seconded by Ketels, that the meeting of the Committee-of-the-Whole be adjourned at 9:52 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

7C

ELECTION COMMISSION
07-26-16

MINUTES OF THE ELECTION COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON TUESDAY, JULY 26, 2016, IN THE ABSENT VOTER OFFICE – LOWER LEVEL OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The Chair called the meeting to order at 2:00 p.m.

Roll Call: Chair/City Clerk Hathaway
City Attorney Don Berschback
Council Member McConaghy (arrived at 2:02 p.m.)
Absent: None

Motion by Berschback, seconded by Hathaway, that Member McConaghy be excused from today's meeting.

Motion carried by the following vote:

Yes: Berschback, Hathaway
No: None
Absent: McConaghy

Motion by Berschback, seconded by Hathaway, that all items on the agenda be received, placed on file and taken in order of appearance.

Motion carried by the following vote:

Yes: Berschback, Hathaway
No: None
Absent: McConaghy

The Chair announced the Public Accuracy Test would commence at 2:01 p.m., and concluded at 2:45 p.m.

Motion by Berschback, seconded by McConaghy, regarding **Public Accuracy Test – August 2, 2016 Primary Election**, that the test was deemed accurate.

Motion carried by the following vote:

Yes: Berschback, Hathaway, McConaghy
No: None
Absent: None

Motion by McConaghy, seconded by Berschback, that today's meeting minutes be immediately certified.

Motion carried by the following vote:

Yes: Berschback, Hathaway, McConaghy

No: None

Absent: None

Motion by Berschback, seconded by McConaghy, that the meeting be adjourned at 2:47 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
Chair/City Clerk

MINUTES OF THE ELECTION COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON THURSDAY, JULY 14, 2016, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The Chair called the meeting to order at 9:00 a.m.

Roll Call: Chair/City Clerk Hathaway
City Attorney Don Berschback
Council Member McConaghy
Absent: None

Motion by McConaghy, seconded by Berschback, that all items on the agenda be received placed on file and taken in order of appearance.

Motion carried by the following vote:

Yes: Berschback, Hathaway, McConaghy
No: None
Absent: None



Motion by Berschback, seconded by McConaghy, regarding **Certification of Election Inspectors and Receiving Boards**, regarding the August 2, 2016 Election, that the Election Commission approve the list of Election Inspectors as presented and recommend the City Council approve the rates of pay as presented.

Motion carried by the following vote:

Yes: Berschback, Hathaway, McConaghy
No: None
Absent: None

Hearing no objections, the following items were discussed under new business:

- The Chair reported that the State Bureau of Elections together with the Federal Election Commission will be tracking and studying the number of voters waiting in line, and will be recorded hourly at each precinct.
- The Chair reported a rise in the number of voters is anticipated at the polls for both August and November 2016 elections, especially in light of the elimination of straight party voting. It will take longer for voters to vote a ballot, which will cause longer lines and wait times to vote. An increased number of spoiled ballots is also anticipated, and may also cause delays. In an effort to process voters more quickly, additional voting booths will be set up at each precinct and dual E-Poll books used at each precinct.
- The Chair reported on information received at the summer conference from the State Bureau of Elections. It was reported by the state that Election Commissions should attend Public Accuracy Tests and minutes be recorded. If a Commission Member is

unable to attend, an alternate may be appointed to witness the testing. Members McConaghy and Berschback stated they would be in attendance at the next Public Accuracy test scheduled for July 26, 2016, at 2 p.m. in the absent voter office, and if they are unable to attend, they would appoint someone to attend in their absence as permitted in accordance with R168.778. The Members also stated they were comfortable with the Deputy Clerk representing in their absence. Discussion ensued regarding authorizing the Clerk to appoint alternates when necessary.

Motion by McConaghy, seconded by Berschback, regarding **alternates for Public Accuracy Testing**, that the Election Commission authorize the City Clerk to appoint alternates as witnesses for Public Accuracy Tests in the absence of Election Commission Member who is unable to attend when necessary, and only in the event the member is unable to appoint an alternate, for all elections, in perpetuity.

Motion carried by the following vote:

Yes: Berschback, Hathaway, McConaghy
No: None
Absent: None

Motion by Berschback, seconded by McConaghy, that today's meeting minutes be immediately certified.

Motion carried by the following vote:

Yes: Berschback, Hathaway, McConaghy
No: None
Absent: None

Motion by Berschback, seconded by Hathaway, that the meeting be adjourned at 9:50 a.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
Chair/City Clerk



CITY OF GROSSE POINTE WOODS

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

Certification of Board of Election Inspectors

The undersigned, members of the Election Commission of the City of Grosse Pointe Woods, for the *August 2, 2016, Primary Election*, do hereby certify the following:

1. The number of members of the Board of Election Inspectors shall be seven (7) in each precinct, one (1) Intern in each precinct, seven (7) in one absent voter counting board; one (1) of whom shall be designated as Chair, and one (1) of whom shall be designated as Co-Chair. One additional Inspector may be appointed to some precincts as needed.
2. The flat rate compensation for all regular precincts and absent voter counting board(s) shall be as follows:

\$175.00	Chair
160.00	Co-Chair
135.00	Inspector
90.00	Intern
3. If necessary, the City Clerk is authorized to appoint Election Inspectors to vacancies on the Board of Inspectors due to refusal or failure to serve. There shall be at all times during the times the polls are open a majority of Board of Election Inspectors on duty and there shall be at least one from each major political party: Republican and Democrat.
4. The number of members of the three Receiving Boards shall be six (6) total. The flat rate compensation for all receiving board members shall be \$50.00.
5. The members of the Board of Election Inspectors and Receiving Board for the above election are listed on the attached summary.

Respectfully submitted,

ELECTION COMMISSION

Lisa Kay Hathaway, City Clerk/Chair

Todd A. McConaghy, Council Member Representative

Don R. Berschback, City Attorney

Dated: July 14, 2016

Attachment

PCT	LAST	FIRST	ADDRESS1	ADDRESS2	TITLE	PTY
1	MCKAY	DAVID	1867 LOCHMOOR AVE	GROSSE POINTE WOODS, MI 48236	CHAIR	DEM
1	TOCCO	DAWN	575 HIDDEN LN	GROSSE POINTE WOODS, MI 48236	CO-CHAIR	REP
1	GUGLIEMMETTI	GIUSEPPE	1993 NORWOOD DR	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP
1	BURLESON	DONNA	1694 NEWCASTLE RD	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP
1	SCHERRER	CATHERINE	1842 HUNT CLUB DR	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM
1	LUPO	JOSHUA	1825 ROSLYN	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP
1	GARVEY	JUDITH	2108 HUNT CLUB DRIVE	HARPER WOODS, MI 48236	INSPECTOR	DEM

2	JACKSON	CHRISTINA	1899 KENMORE DR	GROSSE POINTE WOODS, MI 48236	CHAIR	DEM
2	STELLINGWERF	FRANK	1575 FAIRHOLME RD	GROSSE POINTE WOODS, MI 48236	CO-CHAIR	REP
2	WALTON	PRECIOUS	1980 ALLARD AVE	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM
2	CHICKLAS	DANIEL	1120 N. RENAUD	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP
2	PROFETA	JIM	534 SADDLE LN	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP
2	UNGER	JERILYN	1854 ALLARD	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM
2	SANTALUCIA	HOLLY	563 N ROSEDALE CT	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM

3	POPKIN	DEBRA	1681 ROSLYN RD	GROSSE POINTE WOODS, MI 48236	CHAIR	DEM
3	CLOR	KYLE	47 ROSLYN	GROSSE POINTE SHORES, MI 48236	CO-CHAIR	REP
3	FLETCHER	LORNA	1555 FAIRHOLME	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM
3	KROLIKOWSKI	THADDEUS	1301 BRYN DR	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM
3	ANDERSON	MARY	583 VERNIER RD	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP
3	BIERKLE	ARLENE	21700 FRAZHO	ST. CLAIR SHORE, MI 48081	INSPECTOR	REP
3	MASSERANG	JUDITH	20104 E. BALLANTYNE CT.	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM

4	PERRY	DAVID	2065 VAN ANTWERP	GROSSE POINTE WOODS, MI 48236	CHAIR	DEM
4	MCGOVERN	ROBERT D.	808 SHOREHAM RD	GROSSE POINTE WOODS, MI 48236	CO-CHAIR	REP
4	RHEIN	JANICE	20132 E. BALLANTYNE CT.	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP
4	SMYDRA	MARTHA	1450 TORREY RD	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM
4	LILICH	HEIDI	1547 BLAIRMORE CT	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP
4	VANTHULL	PAULA	743 WOODS LN	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM
4	HENDRA	JILL	561 GLEN ARBOR LN	GROSSE POINTE WOODS, MI 48236	INTERN	DEM

5	HIGLEY	DENVER	2041 STANHOPE ST	GROSSE POINTE WOODS, MI 48236	CHAIR	REP
5	RHEIN	RAY	20132 E BALLANTYNE CT	GROSSE POINTE WOODS, MI 48236	CO-CHAIR	DEM
5	HUBBERT	DANIEL	1251 EDMUNDTON DR	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP
5	MICKS	PAIGE	19276 LINVILLE	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP
5	EISENBERY	LOUISE	1930 LENNON ST	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM
5	LEO	JUDITH	20718 YOUNG LANE	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM
5	JOHNSON	ALSCE	1685 BOURNEMOUTH RD	GROSSE POINTE WOODS, MI 48236	INTERN	

6	DIXON	MICHAEL	1091 S RENAUD RD	GROSSE POINTE WOODS, MI 48236	CHAIR	REP
6	SEDLACHEK	SARA	2071 OXFORD	GROSSE POINTE WOODS, MI 48236	CO-CHAIR	DEM
6	SYLVESTER	ANNE MARIE	654 HAMPTON RD	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP
6	WHITE	WALTER	2049 HUNT CLUB DR	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP
6	LUFBURROW	CAROL	702 MOORLAND DR	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM
6	SCOTT	NICOLE	1629 NEWCASTLE RD	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM
6	EMIG	ELAINA	19870 HOLIDAY RD	GROSSE POINTE WOODS, MI 48236	INTERN	REP

CB-7	CARTER	MARY	1374 ALINE DR	GROSSE POINTE WOODS, MI 48236	CHAIR	REP
CB-7	GOERKE	MARY	920 S. OXFORD	GROSSE POINTE WOODS, MI 48236	CO-CHAIR	DEM
CB-7	SHIMKO	KELLY	1669 ALLARD AVE	GROSSE POINTE WOODS, MI 48236	INSPECTOR	DEM
CB-7	DIXON	DEBRA	1091 S. RENAUD RD	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP
CB-7	ROULS	DONALD	879 S. ROSEDALE	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP
CB-7	KUMMER	CYNTHIA	21905 RIDGEWAY ST	ST. CLAIR SHORES, MI 48080	INSPECTOR	DEM
CB-7	MACKENZIE	STUART	1204 ALINE DR	GROSSE POINTE WOODS, MI 48236	INSPECTOR	REP

RB	MALBOUEF	BARBARA	1700 S. RENAUD RD	GROSSE POINTE WOODS, MI 48236	RB	REP
RB	LENTINE	MICHAEL	1570 ANITA	GROSSE POINTE WOODS, MI 48236	RB	DEM
RB	RIZZO	A. CHRISTINA	561 PEACHTREE LN	GROSSE POINTE WOODS, MI 48236	RB	DEM
RB	THORP	ROCHELLE	1806 PRESTWICK	GROSSE POINTE WOODS, MI 48236	RB	REP
RB	PRISBE	PAMELA	874 ANITA	GROSSE POINTE WOODS, MI 48236	RB	DEM
RB	SZABO	MONICA	1620 FAIRHOLME	GROSSE POINTE WOODS, MI 48236	RB	REP

RECEIVED

JUN 14 2016

Approved by
Commission 7-14-16



CITY OF GROSSE POINTE WOODS City of Grosse Pointe Woods Historical Commission Minutes
20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236
Conference Room at City Hall
June 9, 2016

1. Call to Order

The regular meeting of the Grosse Pointe Woods Historical Commission was called to order at 7:32 p.m.

2. Roll Call

Present: Del Harkenrider, Shirley Hartert, Suzanne Kent, Lynne Millies, John Parthum, Frank Romano, Phil Whitman, Giles Wilborn

Also Present: Margaret Potter

Excused: Mary Kaye Ferry, Becky Veitengruber

Absent: Sean Murphy, Council Representative Mike Koester

3. Approval of Agenda

Motion by Romano, seconded by Millies, to approve the agenda for June 9, 2016 as presented. Ayes: all. Motion carried.

4. Approval of Minutes

Motion by Hartert, seconded by Harkenrider, to approve the May 12, 2016 minutes as presented. Ayes: all. Motion carried.

5. Items

- A. Report of Treasurer:* Parthum reported that the Commission balance is \$539.27 and the Cook Schoolhouse Project balance is \$5165.11.
- B. Cook Schoolhouse Project:* Parthum thanked those Commission members who helped him get the school ready for the MORSA conference the day before the event.
- C. MORSA Hosting:* Parthum read an email from Tom Johnson, MORSA Board Chair, thanking the Commission for all the work that was done in setting up and orchestrating this year's annual meeting on May 21, 2016.
- D. Memorial Day:* Commission members reviewed the Memorial Day ceremony that took place on May 30, 2016.

Motion by Wilborn that the Historical Commission recommend that the City Administrator approve a payment not to exceed \$20.00 for the Memorial Day photos. This item is included in the FY 2015-16 budget. Account #101-105-880.300. Seconded by Millies. Ayes: all. Motion carried.

Motion by Wilborn to request immediate certification of the above mentioned item. Seconded by Hartert. Ayes: all. Motion carried.

- E. June/July Open Houses:* Hartert and Millies will host on June 11, 2016. Harkenrider, Kent, and Veitengruber will host on July 16, 2016.
- F. Flag Retirement:* Hartert announced that the Flag Retirement Ceremony will take place at 3:00 p.m. on June 11, 2016 in Ghesquiere Park.

6. New Business

- A.* Parthum suggested that Commission members take turns attending city council meetings.

7. Public and Commissioner Comments: None

8. Adjournment: 8:27 p.m.

The next meeting of the Grosse Pointe Woods Historical Commission will take place on July 14, 2016 at 7:30 p.m. in the Conference Room at City Hall, 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236.

Approved by
Commission 7-13-15

7E

RECEIVED

JUN 09 2016

CITY OF GROSSE POINTE WOODS

**Beautification Advisory Commission
Lake Room – GPW Community Center
20025 Mack Plaza Dr., Grosse Pointe Woods
Meeting – June 8, 2016 – 7:30 p.m.**

Present: Arslanian, Casinelli, Hage, Hess, Hilton, Koester, Martin-Rahaim, McCarthy, Sauter, Spreder, Stephens, Stewart

Also Present: None

Excused: Rozycki, Medura, Muccioli

Call to Order: The meeting was called to order by Chairperson McCarthy at 7:32 p.m.

Minutes: The May 11, 2016 minutes were distributed and reviewed.

Motion by Stephens, seconded by Spreder to approve the May 11, 2016 minutes as presented.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Hage, Hess, Hilton, Koester, Martin-Rahaim, McCarthy, Sauter, Spreder, Stephens, Stewart

No: None

Absent: Rozycki, Medura, Muccioli

Treasurer's Report: Hilton presented the treasurer report. Hilton informed committee of deposit from Flower Sale.

Motion by Stephens, seconded by Casinelli to approve the report as presented.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Hage, Hess, Hilton, Koester, Martin-Rahaim, McCarthy, Sauter, Spreder, Stephens, Stewart

No: None

Absent: Rozycki, Medura, Muccioli

Chairperson's Report: McCarthy presented chairperson report. Reviewed request from Pat Deck for membership to Southeast Michigan Beautification Committee. McCarthy informed committee of homes suggested for consideration by residents.

Awards Program: Stephens provided an update on the Awards Night. Circulated sign-up sheet for volunteers who could take pictures of residential homes. Residential & Business selections due June 30, 2016. Descriptions/Write-ups due July 31, 2016. Suggested descriptions are limited to 100-125 words. Each member responsible for 1 residence and 5 business recommendations.

Tile/Mugs Program: Sauter provided an update on the Tile Program and informed committee of additional tile sales. Committee discussed possible new tile idea. Explored ideas of future tile sale locations.

Flower Sale: Hilton provided an update on the Flower Sale. Committee discussed ideas for 2017 Flower Sale.

Motion by Arslanian, seconded by Stephens for Council to approve \$850.09 to Wild Birds Unlimited as Flower Sale exceeded approved dollar amount. There are sufficient funds in the Flower Sale budget.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Hage, Hess, Hilton, Koester, Martin-Rahaim, McCarthy, Sauter, Spreder, Stephens, Stewart

No: None

Absent: Rozycki, Medura, Muccioli

Motion by Hilton, seconded by Casinelli for immediate certification of previous motion.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Hage, Hess, Hilton, Koester, Martin-Rahaim, McCarthy, Sauter Spreder, Stephens, Stewart

No: None

Absent: Rozycki, Medura, Muccioli

Council Report: none

DPW: none

Old Business: None

New Business: None

Motion by Arslanian, seconded by Martin-Rahaim, to adjourn the Beautification Advisory Commission meeting at 8:22 p.m.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Hage, Hess, Hilton, Koester, Martin-Rahaim, McCarthy, Sauter Spreder, Stephens, Stewart

No: None

Absent: Rozycki, Medura, Muccioli

Respectfully submitted,

Rachelle Koester

RECEIVED

8A

JUL 12 2016

CITY OF GROSSE PTE. WOODS

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

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

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

Applicant: James A. Wilkerson Birth Date:

Home address: 16159 Karin St Taylor Mich 48180

Telephone: Home 734-941-7573 Driver's License No.

Business Name: James Wilkerson Telephone: 734-556-5483

Business Address: 16159 Karin St Taylor Mich 48180

Description of Business: Compac Disc "Life Goes on got to be very strong"
and "Life Has meaning"

Assistants: None

Name	Address	Date of Birth
<u>None</u>		
Name	Address	Date of Birth
<u>None</u>		
Name	Address	Date of Birth

If vehicle used, describe: 4 Door Grey Honda Insight CCE4664

Other cities served: Allen Park, Southgate, Livonia, Canton, Plymouth, Farmington Hills, Dearborn, Dearborn Hts, Flat Rock, Redwood, Gibraltar, Belleville, Van Buren and other

Years previously licensed in Grosse Pointe Woods: None

VENDOR: Valid for use from 9 a.m. to dusk or 7 p.m., local time, whichever occurs first, Sec. 10.224(e).
REFUSE VENDOR: Shall not collect, remove or cart away any materials between the hours of 10 p.m. and 6 a.m. the following morning, Sec. 10.221(a).
SOLICITOR: Shall not walk on residential or commercial lawns; must use sidewalk.
NO PERSON: Shall deliver or deposit residential handbills at any residential home or apartment where a sign or notice has been posted in a conspicuous location, which sign or notice states "no handbills" or "no vendors or solicitors." Sec. 10.295
LICENSE: The license issued shall expire on December 31 of the-year issued. The license fee is to be paid at the time of issuance.

Signed: James Wilkerson Date: 7/12/2016

State of Michigan)
County of Wayne) ss.

Subscribed and sworn to by James Wilkerson
before me on the 12 day of July, 2016

Tracy K. Hatt
Signature of Notary Public
My Commission expires: 08-24-18

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



CITY OF GROSSE POINTE WOODS
MEMORANDUM

9A

RECEIVED
JUL 19 2016
CITY OF GROSSE PTE. WOODS

DATE: July 19, 2016

TO: Mayor and City Council

FROM: Bruce Smith, City Administrator *BLS*

SUBJECT: 2016 CDBG Subrecipient Agreement

The City receives Community Development Block Grant (CDBG) funding on an annual basis. On February 1, 2016 the City Council approved the PY 2016 CDBG Budget to supplement programs for senior citizens and the physically challenged through allocations to PAATS, County Wide Housing Rehab, and Administration. The 2016 Proposed Estimated CDBG Budget the City submitted is as follows:

2016 Proposed Estimated CDBG Budget

1. Pointe Area Assisted Transportation Service	\$ 9,646.00
2. Minor Home Repair/Housing Rehab	\$ 41,848.38
3. Administration	\$ 5,721.60
Total	\$ <u>57,215.98</u>

As with past years, a *Subrecipient Agreement for the Wayne County Community Development Block Grant Program* is entered into with Wayne County for the release of the 2016 CDBG funds. The purpose of the Agreement is to ensure the City will follow the rules, regulations, and guidelines set forth by Housing and Urban Development through the Community Development Block Grant Program. The Subrecipient Agreement requires the Mayor's signature.

I recommend that City Council authorize the Mayor to sign the 2016 *Subrecipient Agreement for the Wayne County Community Development Block Grant Program*.

SUBRECIPIENT AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BETWEEN THE
CHARTER COUNTY OF WAYNE
AND
THE CITY OF GROSSE POINTE WOODS

Term July 10, 2016 through June 30, 2021

Catalog of Federal Domestic Assistance (CFDA)
14.218 Community Development Block Grants/Entitlement Grants

THIS SUBRECIPIENT AGREEMENT ("the " Agreement") is made and approved as of this 10 day of July, 2016, by and between the Charter County of Wayne, acting through Wayne County Community Development Division of the Economic Development Growth Engine, whose address is the Wayne County Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the "Recipient or County") and the City of Grosse Pointe Woods, whose address is 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236 (the "Subrecipient").

Mutual Understandings

- A. Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development ("HUD") to be the recipient of Community Development Block Grant ("CDBG") Funds as an "Urban County" pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.
- B. The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program in the amount of up to Forty Seven thousand Five Hundred Sixty Nine Dollars and Ninety Eight Cents (\$47,569.98) to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2016 starting July 10, 2016.
- C. The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.
- D. Both the Subrecipient and the Recipient ("Parties") by entering into this Agreement are bound in accordance with 24 CFR Part 570.503,
- E. The Work to be performed under this Agreement must be completed within eighteen (18) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.
- F. The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.
- G. The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

Section 1

Definitions

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent. Furthermore, any definition that conflicts with a definition as provided for in any laws, rules, and regulations applicable to Community Development Block Grants and a specific context shall supersede the definition or portion of the definition that conflicts below:

- 1.01 **"Agreement"** means this document in its final form, including all exhibits, as executed by the County and Subrecipient.
- 1.02 **"CDBG"** means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.
- 1.03. **"CDBG Funds"** means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities under this Agreement. The CDBG Funds contemplated for this Agreement are Four Seven thousand Five Hundred Sixty Nine Dollars and Ninety Eight Cents (\$47,569.98).
- 1.04. **"City"** means the following:
 - (i) Any unit of general local government located in Wayne County that is classified as a municipality by the United States Bureau of the Census, or
 - (ii) Any other unit of general local government located in Wayne County that is a town or township.
- 1.05. **"Closing or Closing Date"** shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.
- 1.06. **"Contractor"** shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient.
- 1.07. **"Counsel"** shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.

- 1.08. **"LMA"** shall mean low and moderate income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.
- 1.09. **"LMI"** shall mean low and moderate income.
- 1.10. **"LMH"** shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.
- 1.11. **"LMC"** shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.
- 1.12. **"LMJ"** shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.
- 1.13. **"Program Income"** means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.
- 1.14. **"Program Manager"** means the Wayne County staff person currently managing the Wayne County CDBG program.
- 1.15. **"Recipient"** or **"County"** shall mean the County of Wayne,
- 1.16. **"Regulations"** shall mean the regulations relating to the CDBG Program promulgated by HUD..
- 1.17. **"Rehabilitation"** shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.
- 1.18. **"Subrecipient"** shall mean the City of Grosse Pointe Woods, a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under CDBG Program.

Section 2

Statement of Purpose and Eligible Activities of the Housing and Community Development Act

2.01 CDBG Objective

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the community development program of each grantee, is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. By executing this Agreement the Subrecipient agrees with the Recipient to provide housing and community development activities in accordance with the objectives of the Act.

2.02 Compliance With CDBG Eligible Activity Requirements

The Subrecipient will be responsible for administering the CDBG Program in a manner satisfactory to the County and consistent with any standards as a condition of providing these Funds. The following is a list of eligible activities for CDBG but any eligible activity under CDBG Rules and Regulations that is not listed below may be allowed under this Agreement:

(a) Acquisition. Acquisition in whole or in part by the Subrecipient, by purchase, long-term lease, donation, or otherwise, of real property (including air rights, water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of 24 CFR 570.207;

(b) Disposition. Disposition, through sale, lease, donation, or otherwise, of any real property acquired with CDBG funds or its retention for public purposes, including reasonable costs of temporarily managing such property or property acquired under urban renewal, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in 24 CFR 570.504;

(c) Public facilities and improvements. Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in §570.207(a), carried out by the Subrecipient. (However, activities under this paragraph may be directed to the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements, including those provided for in § 570.207(a)(1).) In undertaking such activities, design features and improvements which promote energy efficiency may be included. Such activities may also include the execution of architectural design features, and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art. Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in § 570.207(b)(3). Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group homes for mentally retarded persons and temporary housing for disaster victims. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in § 570.200(b);

(d) Clearance and remediation activities. Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and remediation of known or suspected environmental contamination. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. Remediation may include project-specific environmental assessment costs not otherwise eligible under § 570.205;

(e) Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime

prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan;

(f) Interim assistance.

(1) The following activities may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where the Subrecipient has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable:

- (i) Repairs to streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and
- (ii) The implementation on a short term basis of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

(2) In order to alleviate emergency conditions threatening the public health and safety in areas where the chief elected official of the Subrecipient determines that such an emergency condition exists and requires immediate resolution, CDBG funds may be used for:

- (i) The activities specified in paragraph (f)(1) of this section, except for the repair of parks and playgrounds;
- (ii) The clearance of streets, including snow removal and similar activities, and the improvement of private properties.

(3) All activities authorized under paragraph (f)(2) of this section are limited to the extent necessary to alleviate emergency conditions;

(g) Payment of non-Federal share. Payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of CDBG activities, provided, that such payment shall be limited to activities otherwise eligible and in compliance with applicable requirements under this subpart.

(h) Urban renewal completion. Payment of the cost of completing an urban renewal project funded under title I of the Housing Act of 1949 as amended. Further information regarding the eligibility of such costs is set forth in § 570.801.

(i) Relocation. Relocation payments and other assistance for permanently and temporarily relocated individuals families, businesses, nonprofit organizations, and farm operations where the assistance is (1) required under the provisions of § 570.606 (b) or (c); or (2) determined by the grantee to be appropriate under the provisions of § 570.606(d).

(j) Loss of rental income. Payments to housing owners for losses of rental income incurred in holding, for temporary periods, housing units to be used for the relocation of individuals and families displaced by program activities assisted under this part.

(k) Housing services. Housing services, as provided in section 105(a)(21) of the Act (42 U.S.C. 5305(a)(21)).

(l) Privately owned utilities. CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including the placing underground of new or existing distribution facilities and lines.

(m) Construction of housing. CDBG funds may be used for the construction of housing assisted under section 17 of the United States Housing Act of 1937.

(n) Homeownership assistance. CDBG funds may be used to provide direct homeownership assistance to low- or moderate-income households in accordance with section 105(a) of the Act.

(o) Special Economic Development. The provision of assistance either through the Subrecipient directly or through public and private organizations, agencies, and other Subrecipients (including nonprofit and for-profit Subrecipients) to facilitate economic development by:

1. Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of microenterprises;

2. Providing technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises; and

3. Providing general support, including, but not limited to, peer support programs,

4. Counseling, child care, transportation, and other similar services, to owners of microenterprises and persons developing microenterprises.

5. Assistance under this paragraph (o) may also include training, technical assistance, or other support services to increase the capacity of the Subrecipient or Subrecipient to carry out the activities under this paragraph (o).

(p) Technical assistance. Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The Subrecipient must determine, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can

reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under § 570.205.

(q) Assistance to institutions of higher education. Provision of assistance by the Subrecipient to institutions of higher education when the grantee determines that such an institution has demonstrated a capacity to carry out eligible activities under CDBG guidelines.

2.03 National Objectives.

Each eligible activity funded with CDBG Funds must meet one of the three national objectives:

1. Benefits low and moderate income persons

- a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:
 - 1) Area is primarily residential and activity meets LMI needs.
 - 2) Income levels are documented by Census or an approved substitute.
 - 3) Exceptions apply under special circumstances.
- b. (LMC) Limited Clientele -- activity benefits a limited number of persons who are at least 51% (LMI) Low and Moderate Income:
 - 1) Persons are presumed to be LMI (abused children, elderly, homeless).
 - 2) Assistance is for LMI persons owning or developing microenterprises.
 - 3) Activity is a job training or placement activity. (Conditions do apply.)
- c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:
 - 1) At least 51% of units must be occupied by LMI.
 - 2) Exceptions to the 51% rule are possible under limited circumstances.
- d. (LMJ) Jobs -- activity creates or retains jobs:
 - 1) At least 51% of the jobs must be held by or available to LMI persons.

2. **Aids in the prevention or elimination of slums or blight**
 - 1) Area must have a substantial number of deteriorated buildings.
 - 2) Activity must address one or more conditions contributing to deterioration.
 - 3) Spot Basis -- activity eliminates specific condition of blight in particular instance.
3. **Meets a need having a particular urgency (referred to as urgent need).**
 - 1) Conditions are a serious and immediate threat to health and welfare and are of recent origin
 - 2) It cannot fund activity on its own as other sources of money are unavailable.

Section 3

Statement of Work/Budget, Payment Guidelines, and Due Diligence Requirements

3.01 Description of Work and Deadlines

The Work to be performed for the eligible CDBG activities under this Agreement is set forth in the attached Appendix A and shall also conform to any submittals (i.e. RFPs or applications) by Subrecipient to Recipient in the process of receiving the CDBG Funds. Any work undertaken by Subrecipient for such eligible activity shall be completed on or before eighteen (18) months from July 1 of the respective HUD Program Year unless otherwise extended through Recipient's approved modification process. Any extension is subject to the CDBG Appeals Board's approval and will comply with the CDBG Appeals Procedure established by Recipient. The Subrecipient agrees that this deadline may be unilaterally shortened by the Recipient, at the Recipient's sole discretion, if a more expeditious schedule is required for the Recipient to comply with any HUD regulations, including, but not limited to, 24 CFR 570.902.

3.02 CDBG Activity Description

The description of each CDBG activity shall be in sufficient detail to provide a sound basis for the Recipient effectively to monitor performance under this Agreement. Such description will, at minimum, allow for a clear understanding of the need and benefit of the activity and the proposed eligible activity and National Objective. Recipient may ask for a written clarification of the work and CDBG activity at any time during this Agreement before making a payment under this Agreement. If such clarification does not reasonably indicate compliance with CDBG standards, Recipient will not be required to release any payment until a sufficient clarification is provided. The Subrecipient shall submit to the Recipient a budget covering the costs for the CDBG eligible activities.

3.03 Transfer or Reallocation

During the term of this Agreement, Subrecipient may transfer or reallocate the budget covering costs between different eligible activities that were originally set up in the application. However, if an activity was not set up in the original application, then Subrecipient must follow the rules for public hearings to add such new activity. All transfers of eligible activities are limited to transfer within the CDBG Program only and with the consent from the County.

3.04 Payment Restrictions

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the CDBG Funds amount **actually awarded and received by Recipient** for this Agreement as specifically noted in Section 1 (Definitions) of this Agreement. It is also expressly agreed and understood that all amounts allocated hereunder to the Subrecipient by the Recipient shall be on a reimbursement basis for monies already spent by the Subrecipient on approved (or pre-approved in writing if required by 2 CFR 200.407) eligible activities for projects meeting National Objectives. Subrecipient shall have no claim for detrimental reliance or otherwise for expenses it incurs for ineligible activities or projects not meeting National Objectives as interpreted by HUD or for claims for funds that have not been actually awarded to Recipient. All requests for payment reimbursements shall be submitted on a monthly basis with all the

required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

3.05 Payment Disputes

In the event that there is a disagreement over the eligibility of a payment by Recipient to Subrecipient of CDBG Funds under this Agreement, Recipient will not be required to make any such payment until a clear written ruling by HUD has been obtained. If the payment has already been made and the funds are still in the possession of Subrecipient or its agents, the funds will be returned to Recipient immediately until a written ruling by HUD has been obtained. Recipient may waive this requirement in writing or require another reasonable alternative such as escrow if it deems it in the best interest of the Recipient. In any event, Subrecipient must repay Recipient for any payment made by Recipient to Subrecipient subsequently disallowed by HUD. Such repayment will be with interest and administrative fees if HUD has demanded repayment and Recipient has already paid HUD.

3.06 Timely Execution of Agreement Required

The CDBG Funds are subject to strict timelines for eligible expenditure or they are subject to recapture. Accordingly, strict adherence to deadlines is required to avoid such recapture and penalties. Subrecipients must return properly authorized and executed copies of this Agreement, with any accompanying resolutions required for proper authorization, within 30 days of receipt of the Agreement. Recipient will have the right to re-assign the CDBG Funds allocated to Subrecipient if Subrecipient does not comply with the provisions of this sub-section and Subrecipient will have no claim against Recipient.

3.07 Due Diligence Requirements

Recipient may require Subrecipient to provide certain documents and documentation to ensure that the work is in compliance with CDBG Requirements and this Agreement. Subrecipient must provide such documentation in a reasonable and timely manner. Recipient may condition any payment under this Agreement on the provision of such documentation. All such requests will be made in writing by the Subrecipient.

Section 4

Contractors

4.01 Using Contractors

Subrecipient may only use a contractor for work performed with CDBG Funds in compliance with all applicable laws, rules, and regulations governing contractors for CDBG projects. Any request for reimbursement for a non-conforming use of contractors will be denied and may also require recoupment by Subrecipient of any compensation of the contractor in violation of any laws, rules, or regulations.

4.02 Contractor Procurement

Contractors must be procured competitively according to Federal Office of Management and Budget (OMB) rules, 24 CFR 85.36, and 2 CFR 200.320. If the Subrecipient is acquiring goods and services, such as professional consulting, environmental review or planning, totaling no more than \$100,000 then small purchase procurement (24 CFR 85.36(d)(1) and 84.44(e)(2)) can be used which allows Subrecipient to obtain quotes from potential vendors with a detailed description of the goods or services needed without publishing a formal request for proposals or invitation for bids. This method cannot be used if the amount of contract exceeds \$100,000 in value. In general, the small purchases procedures also should not be used to acquire construction Contractors. It is recommended that these acquisitions occur under the sealed bid approach.

4.03 Agreements with Contractors

Subrecipients must enter into agreements with contractors or vendors ("contractors"). In order to meet HUD and County CDBG Program requirements, agreements with

contractors must address the following:

1. Scope of services to be provided, consistent with the County Agreement.
2. Identification of intended beneficiaries, if applicable.
3. Schedule for work completion.
4. Budget and payment schedule.
5. Provisions for termination for nonperformance or poor performance.
6. Other provisions required regarding:
 - a. Equal opportunity
 - b. Nondiscrimination
 - c. Labor standards
 - d. Anti-lobbying
 - e. Conflict of interest
7. Provisions for maintenance of workers' compensation insurance.
8. Provisions for maintenance of unemployment, disability and liability insurance as required.
9. Provisions for records retention (min. 4 yrs. from submittal of final expenditure report or conclusion of any audit or litigation).
10. Provision permitting monitoring/auditing.
11. Provision that Subrecipient will monitor for conformity with its County Agreement.
12. Provisions requiring appropriate bonds where required or reasonable.

4.04 Limitation on Term of Contractor Agreements

In compliance with federal procurement rules, the term of and agreements between Subrecipient and Contractors may not exceed three years.

Section 5
Records and Reports

5.01 Records Requirements

The Subrecipient shall comply with 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of the 2 CFR 200 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a). The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- C. Records required to determine the eligibility of activities;
- D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

5.02 Retention of Records

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Recipient's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is

litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

5.03 Recipient Right to Examine and Audit

The Recipient, including the Legislative Auditor General, shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants or agents rendering services under this Agreement, whether directly or indirectly, which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but shall not be limited to, the Recipient's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records and the results of any related audit without penalty or interest.

5.04 Activity Description Records

The records shall contain a full description of each activity assisted or being assisted with CDBG Funds. This description shall include its location and the amount of CDBG Funds budgeted and expended for the activity; and whether (i) the activity assists persons who qualify as Low-to-Moderate-Income persons; (ii) will aid in the prevention or elimination of blight or slums; (iii) or is designed to alleviate conditions which pose a serious and immediate threat to the health or welfare of the community.

5.05 Program Related Reports

The Subrecipient shall prepare in a timely manner and submit, to the Recipient, all program-related reports required by the Wayne County CDBG Manual. These reports

include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

Section 6

Program Income

6.01 Treatment of Program Income

Program Income (as defined at 24 CFR 570.500(a) and as further clarified in 2 CFR 200.80 if applicable) generated by activities carried out with CDBG Funds made available under this Agreement may be retained by the Subrecipient upon written permission of Recipient if the income is treated as additional CDBG Funds subject to all applicable requirements governing the use of CDBG Funds, the Recipient's Procedures for Reporting Program Income and Direct Benefit Activities. The Recipient's Procedures for Reporting Program Income and Direct Benefit Activities are subject to change with reasonable notice to the Subrecipient. The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may only use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional Funds by the amount of any such Program Income balance on hand.

6.02 Interest Bearing Account Requirement

Program Income in the form of repayments to, or interest earned on, a revolving fund shall be deposited into an interest-bearing account and any interest earned by Funds accumulating in this account must be remitted annually, at the end of each program year, to the Recipient.

6.03 Remittance Guidelines

Program Income cash balances or investments thereof in excess of one-twelfth of the grant amount, except for those needed immediately, those in revolving loan Funds, those resulting from lump-sum draw-downs authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan guarantee, must be remitted

to the Recipient annually, at the end of each program year. The amount to be remitted will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all of its subrecipients as of the last day of the Recipient's program year.

Section 7

Use of Real Property

7.01 Use Restrictions

Without properly authorized permission from Recipient, the Subrecipient may not change the use of any real property acquired or improved with CDBG Funds in excess of \$25,000 from the use for which the acquisition or improvement was made. Permission for an exception to this rule from Recipient will not be given unless the Subrecipient provides affected citizens with reasonable notice of any proposed change and the new use meets one of the objectives of the program earlier set forth. If such new use does not qualify under those objectives, the new use may be permitted, provided that the CDBG fund is reimbursed for the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG Funds.

7.02 Security Requirement

In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage, note, or other instrument to secure the National Objective. In that event, this Agreement shall be modified to include the instrument and the procedures for discharge.

7.03 Requirement of Notice and Permission for Sale of Property

Subrecipient may not sell any property acquired with CDBG Funds without providing adequate advance written notice to Recipient and obtaining duly authorized written permission from Recipient for such a sale.

Section 8

Compliance with Federal Laws, Rules, and Regulations

8.01 General Compliance With Law and Specifically Federal Law

Subrecipient shall comply with all Regulations including 24 CFR Part 570.502 and the Uniform Administrative Requirements and shall carry out each activity in compliance with all Federal, State and local laws, rules, and regulations, including but not limited to the following:

- A. Subrecipient will affirmatively further fair housing and shall comply with the letter and spirit of Title VIII of the Civil Rights Act of 1968, as amended.
- B. Subrecipient shall insure that all contracts involving the employment of laborers and mechanics comply with the provisions of the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and the Fair Labor Standards Act.
- C. Subrecipient shall comply with the National Environmental Policy Act of 1969, and its associated regulations and Executive Orders.
- D. Subrecipient shall provide reasonable relocation assistance to any persons displaced as a result of any Work performed under this Agreement. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
- E. Subrecipient will comply with the Single Audit Act of 1984 and 2 CFR 200.
- F. Subrecipient will insure that no CDBG Funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program.

- G. Subrecipient shall not discriminate in the sale, leasing, financing, or the provision of brokerage services for housing, because of race, color, religion, sex, national origin or disability.
- H. Subrecipient shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.
- I. Subrecipient shall not discriminate against any person on the basis of race, color, religion, sex, national origin or disability in all phases of construction during the performance of any federally-assisted construction contracts.
- J. Subrecipient agrees that no lead paint shall be used in any residential structure constructed or rehabilitated with CDBG Funds.
- K. Subrecipient agrees to all terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension in Appendix D. In addition, the Subrecipient agrees to require all contractors and subcontractors under this Agreement to execute the Certification Regarding Debarment and Suspension in Appendix D
- L. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Recipient may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

- M. Subrecipient must comply with the requirements of 2 CFR Part 200 (OMB-87) and any of its provisions or requirements that override any other regulation or circular listed in this Agreement will supersede the requirements of those restrictions in this Agreement.
- N. In compliance with 2 CFR, Section 200.338 Subrecipient must make proper disclosures of all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award under this Agreement.
- O. Subrecipient is subject to other applicable regulations governing the use of the CDBG Funds, whether set forth herein or not, and any amendments or policy revisions thereto which may become effective during the term of this Agreement.

8.02 Compliance With State and Local Law

Subrecipient is deemed to be aware of all applicable State and Local laws, rules and regulations and must comply with all such laws, rules, and regulations. The laws, rules, and regulations include, but are not limited to:

- A. Wayne County Ethics Ordinance
- B. Wayne County Contracting Requirements
- C. Wayne County Legislative Auditor General audit requirements.
- D. For any property funded by CDBG, state and local regulations governing construction, rehabilitation, and rental of that property.
- E. All state and local permitting requirements.
- F. All state and local laws regarding participation and inclusion of minority and women owned businesses or individuals.
- G. All state and local laws prohibiting business with certain entities.
- H. All applicable state and local environmental laws, rules, and regulations.

- I. All applicable state and local human and civil rights laws.

Section 9

Suspension and Termination

9.01 Termination For No Cause

The County may terminate this Agreement without cause at any time in accordance with 24 CFR Part 85.43 and 24 CFR Part 85.44, without incurring any further liability, other than as stated in this Article by giving written notice to the Subrecipient of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Subrecipient for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Subrecipient accepts the payment, the Agreement is satisfied.

9.02 Termination for Material Breach

The County may terminate this Agreement because the Subrecipient has failed to materially comply with any term of this Agreement, or any award or grant it receives, the grant or award may be suspended or terminated according to the specifications or within the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred

by the County in connection with the completion of the Agreement. Such expenses shall be deducted from any monies due or which may become due the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Subrecipient in any concurrent, successive or future Agreements between the parties. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

9.03 Subrecipient's Duties After Termination

After receipt of a Notice of Termination and except as otherwise directed by the County, the Subrecipient must:

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional contract Funds for payroll costs and other costs beyond the date as the County specifies.
- C. As of the date the termination is effective, present all Agreement records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within 30 days a final report of receipts and expenditures of Funds relating to this Agreement.
- E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;

- G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Agreement.

9.04 Records Upon Termination

Upon termination of this Agreement, all Records prepared by the Subrecipient under this Agreement or in anticipation of this Agreement shall, at the option of the County, become County's exclusive property, whether or not in the possession of the Subrecipient. The Records are free from any claim or retention of rights on the part of the Subrecipient except as specifically provided. The Subrecipient must return all properties of the County to County.

9.05 Failure to Deliver Records

Any intentional failure or delay by the Subrecipient to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Subrecipient will pay the County \$100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Subrecipient consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

9.06 Access to Records Upon Termination

Access to the records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

9.07 Assistance to Terminate

In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

Section 10

Reversion of Assets

10.01 Return of Unspent CDBG Funds

Upon expiration of this Agreement, Subrecipient shall transfer to the Recipient any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds at the time of expiration.

10.02 Unused Equipment

In all cases in which equipment acquired, in whole or in part, with Funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that Funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement may be retained after compensating the Recipient for the current fair market value of the equipment less the percentage of non-CDBG Funds used to acquire the equipment.

Section 11

Expenditure of Community Development Block Grant Funds

11.01 Compliance With CDBG Spending Requirements

The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of its CDBG

Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

Section 12

Amendment

12.01 Amendment Requirements

This Agreement may be amended by written instruments signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing and shall only need the approval of the Director of Community Development of Wayne County, or his designee, an authorizing representative of the Subrecipient, and must also comply with the Housing and Community Development Act of 1974, as amended.

Section 13

Indemnification

13.01 General Indemnification and Hold Harmless Requirement

The Subrecipient agrees, to the extent allowed by law, to indemnify and hold harmless the Recipient against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Agreement or related to this Agreement or its implementation:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.

B. Any failure by the Subrecipient, or any of its associates, to perform its obligations either implied or expressed under this Agreement.

13.02 Responsibility for Property Loss

The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that the employees or its associates use in performing this Agreement. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees and associates pursuant to the Subrecipient's performance under this Agreement.

13.03 Coverage of the term "Recipient"

For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created, their agents, Program Manager and employees.

13.04 Independent Contractor Relationship between Recipient and Subrecipient

The relationship of the Subrecipient to the Recipient is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights, or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Agreement. No relationship, other than that of independent contractor shall be implied between the parties or either party's agent, employee, or contractor. The Subrecipient agrees to hold the Recipient harmless from any such claims and any related costs or expenses.

Section 14

Insurance

14.01 The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance. The Subrecipient will be responsible for acquiring the same insurance of their contractors. Any shortfalls in insurance for contractors, specific to housing rehabilitation and new construction, will be the responsibility of the Subrecipient:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
- B. Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- C. Workers’ Compensation: insurance as required by the State of Michigan, with Statutory Limits, and Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- D. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the subrecipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- E. Umbrella or Excess Liability Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Subrecipient’s general liability and to its

automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

- F. Professional Liability (if Design/Build), Insurance appropriate to the Subrecipient's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.
- G. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Subrecipient maintains higher limits than the minimum insurance coverage required in Section 14.01, the Subrecipient shall maintain the coverage for the higher insurance limits for the duration of the Contract.

- 14.02 Additional Insured Status.** The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
- 14.03 Primary Coverage.** For any claims related to this Contract, the Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
- 14.04 Notice of Cancellation.** Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

- 14.05** Waiver of Subrogation. Subrecipient grants to the County a waiver of any right to subrogation which any insurer of the Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 14.06** Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Subrecipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 14.07** All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.
- 14.08** Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:
- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Subrecipient starts to perform the services.
 - B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
 - C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Subrecipient must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

- 14.09** Verification of Coverage. Entity shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Subrecipient begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Subrecipient's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.
- 14.10** Subcontractors. Subrecipient shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Subrecipient shall ensure that the County is an additional insured on insurance required from subcontractors.
- 14.11** Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 14.12** The Subrecipient must submit certificates evidencing the insurance to the Risk Management Division at the time the Subrecipient executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Section 15

Assignment and Subcontract

15.01 Restrictions on Transfer or Assignment

The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest therein (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment.

15.02 Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Recipient prior to the execution of such agreement. Such approval shall not constitute a basis for privity between the Recipient and the Subcontractor. The Subrecipient agrees to hold harmless the Recipient from any such claims initiated pursuant to any subcontracts it enters into in performance of this Agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient further agrees to comply with these "Section 3" requirements if applicable to Subrecipient and to include the following language in all contract or subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of

the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

d. Selection Process

The Subrecipient shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements of **24 CFR 85.36**. Executed copies of all contracts and subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

15.03 Succession

This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent permitted by law.

Section 16
Conflict of Interest

16.01 Covenant of No Conflict of Interest

The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Subrecipient.

16.02 Warranty of Non-Solicitation of County Employees

The Subrecipient also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

16.03 Compliance With Conflict of Interest Laws, Rules, and Regulations

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 570.611 and 2 CFR 200.318, which include (but are not limited to) the following:

- A. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- B. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities,

may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

- C. Maintaining a written conflict of interest policy in accordance with 2 CFR 200.318 prohibiting Employee and Organizational Conflicts of Interest including non-Federal, State, or local government parent, affiliate, or subsidiary organizations.

Section 17

Notices

17.01 Manner of Notice

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

If to the Subrecipient:

Bruce J. Smith
~~Tony Colombo, Interim~~ City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236
~~tcolumbo@gpwm1.us~~ bsmith@gpwm1.us
(313) 343.2445

If to the Recipient:

The Charter County of Wayne
Health, Veterans & Community Wellness
Community Wellness
10th Floor, Wayne County Building
500 Griswold
Detroit, Michigan 48226-2831
Attention: Terry Carroll-Community Wellness Administrator

17.02 Effect of Notice and Requirements

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

17.03 Special Notices

Notwithstanding the requirement above as to the use of first-class mail, termination notices and change of address notices shall be sent by registered or certified mail, postage prepaid, return receipt requested.

Section 18

Severability of Provisions

18.01 Provisions Enforceable Despite Disallowed Provisions

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

Section 19

Jurisdiction

19.01 Jurisdiction and Venue in Wayne County, State of Michigan

This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in this Agreement will be sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

Section 20
CDBG Certification

20.01 Ongoing Certification Compliance Required

Subrecipient shall execute and comply with all the CDBG Certifications attached as Appendix C to this Agreement. Subrecipient understands it may be required to comply with future certifications as issued.

Section 21
Authorization / Misc

21.01 Proper Authorization

Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Agreement have been taken and that each is ready and capable to perform its obligations. Each party further warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind the principal to this Agreement.

21.02 Signage Requirement

For projects exceeding \$25,000, the Subrecipient shall erect a sign on the project site stating that the project is being financed in part by HUD and the Wayne County CDBG Program and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the project site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising.

21.03 Wayne County Commission Approval Required

This Agreement is effective only upon review and approval by the Wayne County Commission and subsequent execution by the Wayne County Executive or his designee.

**SIGN
HERE**

Section 22

Signature

22.01 Duly Authorized Signatures

The Recipient and the Subrecipient, by and through their duly authorized officers and representatives have executed this Agreement as of the date first above written.

CITY OF GROSSE POINTE WOODS

By:

Robert E. Novitke, Its: Mayor
Certifying Officer

Approved for Signature

Don R. Berschback
City Attorney

Date: _____

CHARTER COUNTY OF WAYNE

By:

Warren C. Evans
Wayne County Executive

County Commission approved and
Execution Authorized
by Resolution

No. _____

Date: _____

APPENDIX A

CDBG PROJECTS

Grantee	PY 2016 Grant Amount	Activity	Amount	Activity Matrix No.	National Objective	Limited Clientele	Census Tract	Benefit	Performance Measure	Contract No.
Grosse Pointe Woods	\$57,215.98	Senior Transporta- tion PAATS	\$9,646.00	05E	LMC	elderly	N/A	8820 Persons	Enhance suitable living environment	16-14- 14A <i>05E</i>
		Housing Rehabilita- tion & Minor Home Repair	\$41,848.38	14A	LMC	elderly	N/A	50 House- holds	Enhance suitable living environment	16-14- 14A
		Administra- tion	\$5,721.60	21A	N/A	N/A	N/A	N/A	N/A	16-14- 21A

*Transfers amounting more than fifteen percent (15%) of total allotment will require a public hearing per the Wayne County Citizen Participation Plan.

APPENDIX B
PROGRAM INCOME

WAYNE COUNTY CDBG PROGRAM INCOME REPORT

COMMUNITY/ENTITY:

Grosse Pointe Woods

COMPLETE HIGHLIGHTED

GRANT YEAR:

July 10, 2016 to June 30, 2017

SPACES ONLY

QUARTER:

		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	TOTALS
Beg Bal	\$ - (June 30th only)	-	-	-	-	-
INCOME SOURCES						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Income Sources		-	-	-	-	-

EXPENDITURES - Stipulate Contract No. and Activity Name						
Planning Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
Administrative Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
Public Service Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Non-Cap Expenditures Summary - Attach Detail Listing						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
TOTAL EXPENDITURES		-	-	-	-	-

Instructions for Completing the Quarterly Program Income Report

Income received by your organization directly generated from the use of Community Development Block Grant (CDBG) Funds, such as revolving loans, lien repayments, and sales from disposition of CDBG property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March), complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold 10th floor, Detroit, Michigan, 48226.

Use the Program Income Report in Excel to electronically the amount of Program Income received during the quarter, and the amount received year to date (year beginning July). Also record the amount of Program Income that was spent on an eligible activity during the quarter being reviewed and year to date. The cumulative balance space should reflect the total amount of Program Income on hand at the end of the current reporting period (this would include any unspent Program Income received during the previous reporting period).

There is also a space provided on the form for you to record the source of the Program Income received in the quarter being reviewed. If the Funds are coming from more than one source, please identify how much is coming from each source.

A CDBG Request for Payment with all required supporting documentation for the expenses paid using Program Income must accompany the Program Income Report.

Any form not received by the tenth business day after the end of the quarter review may result in the suspension of payment on vouchers submitted to the County for reimbursement. Make certain the form is signed and dated on the bottom of the form.

Please remember to clear with our office any activity requiring the use of Program Income before Program Income is expended.

APPENDIX C
CERTIFICATIONS

Local Government Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the local government, as the Subrecipient of the jurisdiction, certifies that:

Affirmatively Further Fair Housing -- The Subrecipient understands that the jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. The local government will fully cooperate with the jurisdiction in this regard.

Anti-Displacement and Relocation Plan – The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs. The local jurisdiction will fully cooperate with the jurisdiction in this regard.

Drug Free Workplace – The local government will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the local government's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The local government's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the activities supported by the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and

- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the jurisdiction in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying – As a Subrecipient of the jurisdiction, to the best knowledge and belief of the local government:

- 1. No Federal appropriated Funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any Funds other than Federal appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the consolidated plan of the jurisdiction is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan -- As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA Funds are consistent with the consolidated plan.

Section 3 -- The local government shall, and as a Subrecipient of the jurisdiction, to the best of the local government's knowledge, the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Robert E. Novitke	Certifying Officer	_____
Its: Mayor		Date

Approved for Signature

Don R. Berschback
City Attorney

Date: _____

Specific CDBG Certifications

As a Subrecipient to the Entitlement Community, the local government certifies that:

Citizen Participation -- To the best of its knowledge, the entitlement community is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – To the best of its knowledge, the entitlement community's consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income (see CFR 24 Part 570.2 and CFR 24 Part 570).

Following a Plan – To the best of its knowledge, the entitlement community is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- To the best of its knowledge, the entitlement community has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG Funds, and to its best knowledge, the local government certifies that the entitlement community has developed its Action Plan so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities, which the entitlement community certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. To the best of its knowledge, the aggregate use by the entitlement community of CDBG Funds including section 108 guaranteed loans during program year(s) 2010, 2011, 2013 (a period specified by the local government consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. To the best of its knowledge, the entitlement community will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108 loan guaranteed Funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG Funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG Funds) financed

from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds.

To the best of the local government's knowledge, the jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108, unless CDBG Funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG Funds if the jurisdiction certifies that it lacks CDBG Funds to cover the assessment.

Excessive Force – The local government, and to its best knowledge, the jurisdiction, has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-Discrimination laws – To the best of its knowledge, the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – To the best of its knowledge, the activities of the local government and jurisdiction concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24.

Compliance with Laws – The local government, and to the best of its knowledge, the jurisdiction, will comply with applicable laws.

Robert E. Novitke Certifying Officer
Its: Mayor

Date

Approved for Signature

Don R. Berschback
City Attorney

Date: _____

Appendix To Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I apply. (This is the information to which jurisdictions certify.)
4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees

in each local unemployment office, performers in concert halls or radio stations).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

<NONE>

Check X if there are workplaces on file that are not identified here; The certification with regard to the drug free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

APPENDIX D

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Subrecipient: City of Grosse Pointe Woods
Agreement: 2016 CDBG Subrecipient Agreement
Agreement Year: July 10, 2016 through June 30, 2017

1. The Subrecipient certifies to the best of its knowledge and belief, that:
 - a. The Subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
 - b. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. The Subrecipient and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;
 - d. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Recipient determines that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Recipient, the Recipient may terminate this Agreement for cause or default.
3. The Subrecipient shall provide immediate written notice to the Recipient if, at any time, Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

5. The Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Recipient.
6. The Subrecipient further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Subrecipient may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Subrecipient is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Recipient, the Recipient may terminate this transaction for cause or default.

EXECUTION

IN WITNESS WHEREOF, the Subrecipient has executed this Certification on the dates set forth below.

WITNESSES:

SUBRECIPIENT

By: _____
Robert E. Novitke
Its: Mayor
Dated: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by
_____, on behalf of _____.

Approved for Signature

Don R. Berschback
City Attorney

Date: _____

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

**EXHIBIT E
FFATA FORMS**

INFORMATION REQUEST FORM

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

200.331 Checklist

COUNTY DEPARTMENT: Wayne County Economic Development Growth Engine

FISCAL YEAR: 2016

AWARD ID #	AMOUNT
16-14-05E	\$9,646.00
16-14-14A	\$41,848.38
16-14-21A	\$5,721.60

Please complete the following information:

Subawardee

DUNS: 076328970

Subawardee Name (must match name in DUNS): City of Grosse Pointe Woods

Subawardee Address: 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236

Amount of subaward (obligated amount): \$47,569.98 (\$9,646.00 awarded to PAATS)

Subaward Obligation/Action Date: July 10, 2016

Identification of whether the award is R&D (yes or no): No

Subaward Period of Performance Start and End Date July 10, 2016 - June 30, 2021

Federal Funding Agency ID **Leave Blank**

Federal Funding Agency Name **Leave Blank**

Federal Award Identification Number (FAIN) **Leave Blank**

NAICS code for contracts/CFDA program number for grants: #921140/#14.218

Subawardee Number: 16-14-05E (PAATS); 16-14-14A; 16-14-21A

Location of entity (including congressional district): Wayne County - Congressional District 14-
City of Grosse Pointe Woods

Subawardee Principal Place of Performance (including congressional district): Wayne County -
Congressional District #14 - City of Grosse Pointe Woods

As provided to you by your subawardee, in your subawardee's business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80% or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000.000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Please answer YES or NO: NO

As provided to you by your subawardee, does the public have access to information about the compensation of the executives in the subawardee's business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986? Please answer YES or NO: YES

Required Subrecipient Disclosure Under 2 CFR 200

Required information includes:

- (1) Federal Award Identification:
 - a. Subrecipient name (which must match registered name in DUNS);
 - b. Subrecipient's DUNS number (see Section 200.32 Data Universal Numbering System DUNS) number.
 - c. Federal Award Identification Number (FAIN);
 - d. **Federal Award Date (see Section 200.39 Federal award date);**
 - e. Subaward Period of Performance Start and End Date;
 - f. **Amount of Federal Funds Obligated by this action**
 - g. Total Amount of Federal Funds Obligated to the subrecipient;
 - h. **Total Amount of the Federal Award;**
 - i. **Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);**
 - j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official; U.S. Department of Housing and Urban Development;
 - k. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - l. Identification of whether the award is R&D,
 - m. Indirect cost rate for the Federal award (including if the de minimus rate is charged per Section 200.414 Indirect (F&A) costs)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2016

PRODUCER

Stevenson Company
43422 West Oaks Drive
Novi, Michigan 48377
248-650-2736

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

City of Grosse Pointe Woods

20025 Mack Plaza
Grosse Pointe Woods, MI 48236
313-343-2440

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: U.S. Specialty Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

NSR LTR	ADD'L INSRD	TYPE OF INSURANCE *	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	PKG8I0200I6	10-I-2015	10-I-2016	EACH OCCURRENCE \$ 1,000,000
		* COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 50,000
						PERSONAL & ADV INJURY \$ included
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ included
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		* POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/>				
		AUTOMOBILE LIABILITY	PKG10I200I6	10-I-2015	10-I-2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	PKG8I0200I6	10-I-2015	10-I-16	EACH OCCURRENCE \$ 9,000,000
		* OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE \$ 9,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
						\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
		OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The certificate holder, "The County of Wayne, its officers, employees, volunteers and others shall be considered an additional insured on the CGL policy with respects to the Wayne County Community Development Block Grant Program between the County of Wayne and City of Grosse Pointe Woods. A 30 day notice of cancellation applies.

CERTIFICATE HOLDER

County of Wayne, Wayne County
Department of Public Services,
Wayne County and its officers,
agents, volunteers & employees

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CITY OF GROSSE POINTE WOODS**JOSEPH AHEE****INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT entered into this ____ day of _____, 2016, between the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the "City", and Joseph Ahee, hereinafter called "Ahee", both of whom agree as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of Ahee as a consultant to the City and Department of Public Services; and,

WHEREAS, Ahee desires to work as a consultant for the City.

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

Section 1 – DUTIES:

- A. The primary duties shall consist of consulting with the City Administrator, Director of Public Services, and the City Engineer. Ahee will report to the Director of Public Services who will be responsible for determining Ahee's hours and duties.
- B. The above referenced position is an independent contract position excluded from any bargaining unit and not represented by any labor organization.

Section 2 – SALARY/BENEFITS:

- A. The City agrees to pay Ahee for services rendered at the rate of \$55.00 per hour, payable in monthly installments.
- B. As an independent contractor, the parties acknowledge that this Agreement does not include any fringe benefits. Ahee is responsible for any workers compensation and unemployment benefit requirements as may be required by law. The City will not withhold Federal and State income taxes and FICA taxes from the amounts earned, and will issue a Form 1099 to Ahee.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to adjust salary, hours, or other specifics in response to annual budget considerations.

Section 3 – HOURS OF EMPLOYMENT:

- A. The total hours worked by Ahee will not exceed 36 hours during any specific fiscal year without prior Council approval. There is no guarantee regarding the amount of hours for any given week.

Section 4 – TERM:

- A. This Agreement is effective July 2, 2016.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of Ahee with or without cause, with or without notice, at any time.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Ahee to terminate his services at any time with the City.

Section 4 – RELEASE AND OBLIGATIONS FOR HEALTH INSURANCE/WORKERS COMPENSATION:

- A. The parties acknowledge that the City of Grosse Pointe Woods is not responsible in any manner for health insurance coverage for Joseph Ahee.
- B. Ahee hereby waives any claims or rights, either expressed or implied by the nature of his consulting services, to any workers compensation for potential claims or injuries he may sustain as part of this Agreement or his work performed for Grosse Pointe Woods pursuant to this Agreement. If required by law, Ahee or any related company or LLC shall be responsible for procuring necessary workers compensation insurance on Ahee's behalf.
- C. Ahee hereby releases the City of Grosse Pointe Woods, its elected officials, officers, agents, appointed officials, employees, attorneys and assigns for any claims, causes of action, damages or injuries sustained by Ahee in the course of his employment under this Contractual Agreement and Ahee indemnifies and holds the City harmless from any claims or damages arising out of injuries to him.

Section 5 – PAYMENT STATUS:

In addition to the stated hourly rate, Ahee shall be governed by the following:

- A. Ahee shall receive a 1099 form for all compensation earned.
- B. Ahee will be paid for his services on a monthly basis at the time regular payroll is distributed.

Section 6 –GENERAL PROVISIONS:

- A. This Agreement constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter thereof. It also supersedes any and all other agreements or contracts, either oral or written between the parties with respect to the subject matter thereof. Any modifications must be in writing and signed by the parties.
- B. Notices pursuant to the Agreement shall be sufficient if deposited in the custody of the United States Postal Service, postage prepaid to the following:
- | | |
|-------------------------------|-------------------------------|
| City of Grosse Pointe Woods | Joseph Ahee |
| City Administrator | 573 Vernier |
| 20025 Mack Plaza | Grosse Pointe Woods, MI 48236 |
| Grosse Pointe Woods, MI 48236 | |
- C. It is acknowledge that both the City and Ahee have drafted this contractual employment agreement, including the language and provisions contained therein, and both have had the opportunity to have such reviewed by counsel of their choosing.
- D. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement or any portion thereof, shall not be affected and shall remain in full effect.

IN WITNESS WHEREOF, the City of Grosse Pointe Woods has caused this Agreement to be signed and executed on its behalf by its City Administrator, and Ahee has signed and executed said Agreement as written.

CITY OF GROSSE POINTE WOODS

By: BRUCE SMITH
Its: City Administrator

By: JOSEPH AHEE

APPROVED BY:

City Attorney

Dated: _____

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
www.kellerthoma.com

RECEIVED 10A

JUL 11 2016

CITY OF GROSSE PTE. WOODS

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

Attention: Mr. Al Fincham, City Administrator

July 01, 2016

Client: 000896

Matter: 000000

Invoice #: 110058

REGARDING: GENERAL MATTERS

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

 7/11/16

TOTAL

\$6,711.35

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
www.kellerthoma.com

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

July 01, 2016
Client: 000896
Matter: 000000
Invoice #: 110058

Attention: Mr. Al Fincham, City Administrator

Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through June 30, 2016

DATE	ATTY	DESCRIPTION	HOURS
6/1/2016	RWF	Attention to preparation of correspondence to Mr. Figurski regarding information request.	0.25
6/3/2016	RWF	Attendance at POLC Command mediation; attendance at POLC Dispatch mediation.	8.00
6/8/2016	RWF	Attendance at TPOAM mediation.	4.00
6/9/2016	RWF	Attention to review of correspondence from Ms. Irby regarding employment applicant; attention to legal research regarding same.	0.50
6/9/2016	SLJ	Attention to legal research regarding credit-based hiring decisions and preparation of memorandum regarding same.	1.00
6/10/2016	RWF	Attention to preparation of memorandum to Ms. Irby regarding union negotiations; attention to review of wages in comparable communities.	3.00
6/13/2016	RWF	Attendance at meeting with Ms. Irby, Mr. Colombo and Chief Smith regarding union negotiations; attendance at City Council meeting regarding same.	3.25
6/14/2016	RWF	Attendance at POAM Public Safety Officer negotiations; telephone call to Mr. Figurski regarding Dispatch and Command negotiations.	5.00
6/15/2016	RWF	Attention to review of correspondence from Mr. Scherer regarding TPOAM negotiations; attention to preparation of correspondence to Mr. Scherer regarding same.	0.25
6/16/2016	RWF	Attention to review of correspondence from Mr. Scherer regarding TPOAM negotiations; attention to preparation of correspondence to Ms. Irby regarding same; attention to review of correspondence from Ms. Irby regarding same; attention to preparation of correspondence to Ms. Irby regarding same.	3.25

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

July 01, 2016
Client: 000896
Matter: 000000
Invoice #: 110058

Attention: Mr. Al Fincham, City Administrator

Page: 2

RE: GENERAL MATTERS

DATE	ATTY	DESCRIPTION	HOURS
6/17/2016	RWF	Attention to review of correspondence from Ms. Irby regarding Command and Dispatch negotiations; telephone call to Ms. Irby regarding same; attention to preparation of correspondence to Mr. Figurski regarding same.	1.00
6/20/2016	RWF	Telephone call from Mr. Figurski and Mr. Sudnick regarding tentative agreements.	0.25
6/21/2016	RWF	Telephone call to Mr. McMahon regarding PSO Tentative Agreement; telephone call to Ms. Irby regarding health care matter.	0.50
6/22/2016	RWF	Telephone call from Mr. Colombo regarding pending labor negotiations.	0.25
6/27/2016	RWF	Telephone call from Mr. Figurski regarding Command and Dispatch negotiations; attention to preparation of revisions to Command Tentative Agreement.	0.50
6/28/2016	RWF	Attention to review of correspondence from Mr. Sudnick regarding Command TA; attention to preparation of correspondence to Mr. Sudnick regarding same.	0.25
6/29/2016	RWF	Telephone call from Mr. Figurski regarding Command and Clerk/Dispatch Tentative Agreements; attention to preparation of revisions to Command Tentative Agreement; attention to preparation of correspondence to Ms. Irby regarding same; telephone call from Ms. Irby regarding same.	1.00
6/30/2016	RWF	Attendance at TPOAM negotiations; attention to preparation of draft tentative agreement regarding same.	8.50

Total Services \$6,708.75

ATTORNEY		HOURS	RATE	AMOUNT
RWF	R. W. FANNING, JR.	39.75	\$165.00	\$6,558.75
SLJ	STACY L. JITIANU	1.00	\$150.00	\$150.00

DISBURSEMENTS

6/16/2016	Document Reproduction	\$2.60
Total Disbursements		\$2.60

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Attention: Mr. Al Fincham, City Administrator

July 01, 2016

Client: 000896

Matter: 000000

Invoice #: 110058

Page: 3

RE: GENERAL MATTERS

Total Amount Due

\$6,711.35

Sam Smith
7/1/16

10B

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
July 27, 2016

OF COUNSEL
CHARLES T. BERSCHBACK

Bruce Smith, City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: July 2016 Billing/DRB

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
07.11.16	Review of weekend packet and follow up on Court cases (1.00)	1.00
07.13.16	Attendance at Municipal Court (2.00); ordinance review, work on miscellaneous City matters (1.00)	3.00
07.14.16	Election meeting (.25); meeting with BJS and follow up (.75); warrant review and follow up (.75);	1.75
07.19.16	Work on citizen complaints (.50); review of CBDG contract and supplements (1.00)	1.50
07.20.16	Municipal Court (1.50); warrants and FOIA (.25)	1.75
07.21.16	Warrant review and follow up (.25); work on COW items (1.25)	1.50
7.26.16	Election commission meeting and follow up (1.25); municipal court work (.75); meeting with BJS and follow up work (1.00)	3.00

DRB = 13.50 hours x \$160.00 \$ 2,160.00
BALANCE DUE:

<u>Breakdown</u>		
General		8.25 Hours
Municipal Court		5.25 Hours
Bldg/Planning Comm.		0.00 Hours
MTT		0.00 Hours

TC - Telephone	LKH - Lisa K. Hathaway	GT - Gene Tutag
CTB - Charles T. Berschback	CC - City Council	CEW-Conference of Eastern Wayne
DRB - Don R. Berschback	PC - Planning Commission	BJS - Bruce Smith
DAI - DeeAnn Irby	C&E - Comp and Eval	LFP - Lakefront Park
GPCRDA - Grosse Pointe Clinton Refuse Disposal Authority		MTT - Michigan Tax Tribunal

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400

FAX (586) 777-0430

blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK
OF COUNSEL

July 27, 2016

Bruce Smith
City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: July Billing/ CTB Only

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
6.30.16	TC on new warrant (.25); calls, work on RL discovery and Request to Admit (1.00); call and email on telecom (.25); review of Sunrise TT file and motion to compel answers (.50)	2.00
7.1.16	Calls on new assault case (.25); work on RL (.50); TCs with Department Heads, emails (.25)	1.00
7.5.16	Calls on warrants, DV arrests (.25)	0.25
7.6.16	Review of Fibertech METRO Act application, emails and calls (.50); review of all pending contracts and emails (.50); FOIA research and calls (.25)	1.25
7.7.16	Review of Rivers appraisal (.25); all calls and work on agenda items, meeting with BS (1.75)	2.00
7.8.16	Work on RL, calls with attorney (.25); all calls and work on agenda items, research (3.00)	3.25
7.11.16	Review of Council package, all calls on agenda items, work on Municipal Court files; Memo to Public Safety on Kroger, call with Gormely (2.50); work on RL (1.00); attendance at Council meeting (1.00)	4.50
7.12.16	TCs with Clerk; work on RL; meeting with SF (1.25); calls and emails on TT case (.25); TCs, work on Municipal Court docket (.50)	2.00
7.13.16	Municipal Court a.m. docket (3.50); review of Wayne County lawsuit and calls, review of Milk River easements and calls (.50)	4.00
7.14.16	Miscellaneous calls, LCC issue, Municipal Court calls (1.25); Municipal Court review of docket (.25)	1.50
7.15.16	TT, answer to Flagstar Bank Petition (.50); work on Fibertech Metro Act Permit (.25); calls on	

	dog case (.25)	1.00
7.18.16	TCs Municipal Court, TC GT (.75); work on Metro Act matters, call with Watza; letter to Network Authority (.50); work on RL (.75)	2.00
7.19.16	Meeting with resident re. Municipal Court case (.75); call on Kroger issues (.25); work on RL file (1.00)	2.00
7.20.16	Municipal Court docket, meetings and follow up (4.00)	4.00
7.21.16	TCs on COW agenda item, TCs, letter to Wayne County re. right of way (.50); TC with D.V. victim and attorney, Municipal Court (.25); work on Rumph (.50); calls and research on Parker property (.50)	1.75
7.22.16	Meeting at City Hall; follow up, all calls (2.00)	2.00
7.25.16	Meeting on LCC issue, meeting with GT and work on fence ordinance (1.25); work on RL (.50); meeting on Parker property (.50); calls on Municipal Court cases (.25); review of Fibertech file, review of Municipal Court bench trial file, attendance at COW (3.00)	5.50
7.26.16	Review of Code and Charter regarding water bills (.50); TCs on batting cages (.25); work on RL (.25)	1.00
7.27.16	Municipal Court and follow up (2.25)	2.25

CTB = 43.25 hours at \$145.00 per hour	\$ 6,271.25
Plus Costs: RL E-filing	\$ 50.00
TOTAL DUE:	\$ 6,321.25

TC - Telephone	GT - Gene Tutag
BS - Bruce Smith	LH - Lisa Hathaway
JM - Julie Moore	Det. Bur. - Detective Bureau
DAI - DeeAnn Irby	PC - Planning Commission
M/C - Mayor and Council	TT - Tax Tribunal

Breakdown

General	28.25 hours
Municipal Court	13.50 hours
Building/Planning Commission	1.50 hours
Tax Tribunal	0 hours