

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Rescheduled City Council Meeting Agenda
Monday, September 12, 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. PRESENTATION
 - A. Oath of Office – John Kosanke, Director of Public Safety
7. MINUTES
 - A. Council 08/24/16, 08/15/16
 - B. Committee-of-the-Whole 08/24/16, 08/15/16
 - C. Beautification Commission 07/13/16
8. PUBLIC HEARING
 - A. Fence Hearing: Mr. & Mrs. James Goulding, 1843 Manchester
 1. Application for Fence Permit 03/31/16
 2. Proposed fence style
 3. Letter 07/13/16 – Grosse Pointe Fence
 4. Memo 08/29/16 – Building Official
 5. Photos – 4
 6. Memo 06/21/16 – Director of Public Services
 7. Affidavit of Property Owners Notified
 8. Public Hearing Notice 09/01/16
 9. Aerial Views (3)
9. BIDS/PROPOSALS/
CONTRACTS
 - A. 2016 Fall Tree Planting
 1. Memo 08/29/16 – Director of Public Services
 - B. 2016 Pavement Joint and Crack Sealing Program
 1. Memo 08/15/16 – Director of Public Services
 2. Letter 08/16/16 – City Engineer
 3. Contract Modifications 08/04/16
 - C. Contract: Winter/Summer Uniforms
 1. Memo 08/22/16 – Director of Public Services

- D. Purchase: Scag 61" Turf Tiger Riding Mower
 - 1. Memo 08/09/16 – Director of Public Services
- E. Purchase: Tink Claw Bucket w/Attachments
 - 1. Memo 08/29/16 – Director of Public Services
 - 2. Photos – 2
- F. Contract: Liability & Property Insurance
 - 1. Letter 09/01/16 - City Attorney
- G. AT&T Video Service Franchise Agreement
 - 1. Letter 08/24/16 – AT&T Michigan
 - 2. Uniform Video Service Local Franchise Agreement
 - 3. Attachment 1
 - 4. Letter 08/31/16 – City Attorney
- H. 2016 Pavement Marking
 - 1. Memo 08/30/16 – Director of Public Services
- I. Court Administrator Agreement
- 10. COMMUNICATIONS
 - A. Non-Union Compensation
- 11. PROCLAMATIONS
 - A. National Prostate Cancer Awareness Month
- 12. CLAIMS AND ACCOUNTS
 - A. City Attorneys
 - 1. Don R. Berschback
 - 2. Charles T. Berschback
- 13. NEW BUSINESS/PUBLIC COMMENT
- 14. 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.

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON WEDNESDAY, AUGUST 24, 2016, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:45 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke
Council members: Granger, Ketels, McConaghy, Shetler
Absent: Bryant, Koester

Also Present: City Administrator Smith
City Attorney Don Berschback
Treasurer/Comptroller Irby
City Clerk Hathaway
Labor Attorney Fanning

Motion by Granger, seconded by Shetler, to excuse Council Members Bryant and Koester from tonight's meeting.

The following Commission members were in attendance:

George McMullen, Board of Review/Local Officers Compensation Commission.

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

Motion by Granger, seconded by Ketels, 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: Granger, Ketels, McConaghy, Novitke, Shetler
No: None
Absent: Bryant, Koester

The City Administrator made a recommendation to appoint John Kosanke as the City's Director of Public Safety.

Motion by Granger, seconded by Shetler, regarding **Appointment – Director of Public Safety – John Kosanke**, that the City Council concur with the City Administrator's appointment of John Kosanke as the City's Director of Public Safety, conditioned upon Mr. Kosanke agreeing to the revised Letter Agreement.

Motion by Granger, seconded by Shetler, to amend the previous motion by adding, "effective upon the date of signing the Letter Agreement."

Motion carried by the following vote:

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

Motion by Ketels, seconded by Shetler, regarding **Election to opt out of Retirement System**, that the City Council approve the request of John Kosanke, Director of Public Safety, to opt out of the City's retirement system effective upon the date of signing the revised Letter Agreement.

Motion carried by the following vote:

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

The City's Labor Attorney provided an overview regarding the **labor contract** for the **Technical, Professional and Office Workers Association of Michigan (TPOAM)** as approved by the union. The Labor Attorney, Treasurer/Comptroller, and City Administrator recommended that the City Council ratify this contract.

Motion by Granger, seconded by Shetler, regarding Agreement between the City of Grosse Pointe Woods and the Technical, Professional and Office Workers Association of Michigan (TPOAM), that the City Council ratify the 2016 through 2019 collective bargaining agreement between the City of Grosse Pointe Woods and the Technical, Professional and Officer Workers Association of Michigan (TPOAM), and authorize the City Administrator and the Mayor to sign the contracts.

Motion carried by the following vote:

Yes: Granger, Ketels, McConaghy, Novitke, Shetler

No: None

Absent: Bryant, Koester

No action was taken regarding the **consulting agreement**.

Motion by Granger, seconded by Shetler, that tonight's meeting minutes be immediately certified.

Motion carried by the following vote:

Yes: Granger, Ketels, McConaghy, Novitke, Shetler

No: None

Absent: Bryant, Koester

Motion by Ketels, seconded by Shetler, to adjourn tonight's meeting at 7:59 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, AUGUST 15, 2016, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:38 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 Don Berschback
Treasurer/Comptroller Irby
City Clerk Hathaway
Director of Public Services Schulte
Labor Attorney Fanning

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

The following Commission members were in attendance:

Gloria Arslanian, Beautification Advisory Committee
George McMullen, Board of Review/Local Officers Compensation Commission

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

Motion carried by the following vote:

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

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

1. City Council Minutes dated August 1, 2016.

Motion carried by the following vote:

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

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

1. Committee-of-the-Whole minutes dated August 1, 2016.

Motion carried by the following vote:

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

No action was taken regarding **Michigan Municipal League – Designation of Voting Delegates.**

Motion by McConaghy, seconded by Koester, regarding **Monthly Financial Report – July 2016**, that the City Council refer this report to the Finance 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 **Leaf Machine Blowers**, that the City Council approve a purchase order issued to Messick's in a total amount not to exceed \$16,293.78 to purchase parts to rebuild the blowers on two Ford Sweepster leaf machines, funds to be taken from Account No. 226-528-977.000.

Motion carried by the following vote:

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

The Labor Attorney provided an overview regarding the **collective bargaining agreement** for the **Police Officers Association of Michigan**. The Labor Attorney, City Administrator, and Treasurer/Comptroller recommended ratification of this Agreement.

Motion by Bryant, seconded by Shetler, regarding Agreement between the City of Grosse Pointe Woods and Police Officers Association of Michigan (POAM), that the City Council ratify the 2016-19 collective bargaining agreement for a term of July 1, 2016, through June 30, 2019, with the public safety officers and to authorize the City Administrator and Mayor to sign said contract.

Motion carried by the following vote:

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

Motion by Koester, seconded by Shetler, regarding **Resolution – Milk River/Grosse Gratiot Drain Millage Request**, that the City Council adopt the 2016 Milk River Drain Levy Resolution as submitted:

	Millage	Amount
Milk River Drain Operations	2.6229	\$ 1,708,032
Milk River Drain Bonded Debt/SRF	1.5280	995,034
Administration	0.0229	14,511
TOTAL	4.1509	\$ 2,703,066

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 **Labor Attorney**, that the City Council approve the following statement:

1. Keller Thoma 08/01/16 - \$969.21.

Motion carried by the following vote:

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

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

- The Treasurer/Comptroller requested a change in signatories on city bank accounts after September 9th by removing Dee Ann Irby and changing to Shawn Murphy and Betty Meli.

Motion by Bryant, seconded by Shetler, regarding bank signatories, that the City Council approve removing Dee Ann Irby as a signatory on the City's bank accounts and approve Shawn Murphy and Betty Meli as bank signatories, to be effective after September 9, 2016.

Motion carried by the following vote:

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

Under Public Comment, the following individual was heard:

- James Boivin, 1747 Huntington, spoke regarding his basement flooding the first week of July 2016. He requested reimbursement in the amount of \$8,300.00 for a plumber and sanitizing. He stated he never had water in the basement in 67 years. The City's insurance company denied his claim. The City Attorney recommended the City Council take no action and not speak to this issue due to potential litigation. The Chair asked the City Attorney to speak to Mr. Boivin at the conclusion of the meeting.

Motion by Bryant, seconded by Shetler, to adjourn tonight's meeting at 8:02 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 WEDNESDAY, AUGUST 24, 2016, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Granger, Ketels, McConaghy, Shetler
ABSENT: Bryant, Koester
ALSO PRESENT: City Administrator Smith
Treasurer/Comptroller Irby
City Attorney Don Berschback
City Clerk Hathaway
Labor Attorney Fanning

Mayor Novitke called the meeting to order at 7:00 p.m.

Motion by McConaghy, seconded by Shetler, to excuse Council Members Bryant and Koester from tonight's meeting.

Motion carried by the following vote:

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

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

Motion by Granger, seconded by Ketels, that the Committee recess the regularly scheduled Committee-of-the-Whole meeting at 7:01 p.m. and convene in Closed Executive Session for the purpose of discussing labor negotiations at which time the Committee will 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:

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

The Committee-of-the-Whole reconvened in open session at 7:18 p.m.

Next on the agenda was regarding the **Director of Public Safety Vacancy**. The City Administrator recommended appointing John Kosanke as Director of Public Safety as he has 25 years of experience in law enforcement to bring to the position. Questions and answers ensued regarding Mr. Kosanke's background. The Committee reviewed the Letter Agreement, and there was a consensus to approve the Agreement with revisions.

The next item discussed was regarding a **consulting agreement**. The Treasurer/Comptroller stated that although she originally offered her consulting services, she is now rescinding the offer for personal reasons.

Motion by Granger, seconded by Ketels, that the consulting Agreement and the Director of Public Safety Vacancy be removed from the Committee-of-the-Whole.

Motion carried by the following vote:

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

The Chair declared a recess at 7:38 p.m. to convene the Special City Council Meeting, and reconvened the Committee-of-the-Whole at 8:07 p.m.

Deputy Comptroller Murphy and Deputy Treasurer Meli were now in attendance at tonight's meeting.

The Mayor stated that he had a brief conversation with Keith Francis, retired Comptroller from Genesee County. The Treasurer/Comptroller spoke with Plante Moran and will obtain additional information. Following discussion, the Mayor queried the Committee to determine whether to send Mr. Francis the classified ad, list of responsibilities, and salary. Mr. Fanning stated he is Labor Counsel for Genesee County and interacts with Mr. Francis. He stated they work well together and stated he was a top notch guy. He further stated Mr. Francis did not perform human resource responsibilities; however he would fulfill the City's budgeting needs possibility on an interim basis. There was a consensus of the Committee to direct the City Clerk to send Mr. Francis an email on behalf of the Mayor that contains a link to the ad on the City's website.

Discussion then ensued regarding the **Treasurer/Comptroller classified ad**. The Committee reviewed the draft ad, and Member Granger provided an overview. The City Clerk provided media recommendations including timing, publication dates, and cost. There was a consensus of the Committee to publish the ad as revised with the Michigan Municipal League, Michigan Government Finance Officers Association, and the Detroit News/Free Press, with total publication costs not to exceed \$2,500.

The Treasurer/Comptroller provided a list of her duties that she had assigned among the Deputy Comptroller and the Deputy Treasurer, and she requested additional compensation for the additional duties assigned the Deputies. There was a consensus that the Deputies will be reporting to the City Administrator until a Comptroller/Treasurer is appointed.

The item regarding the Treasurer/Comptroller ad is to remain on the Committee-of-the-Whole.

The Committee then discussed **human resources – contracted services**. The Treasurer/Comptroller reviewed a list of Human Resource responsibilities performed by the Finance Department. The City Administrator presented a quote received by Cornerstone for contracting Human Resource services, which quoted a price of \$36,500. The Treasurer/Comptroller stated the City would have to spend time providing Cornerstone with necessary information to be inputted, which Deputy Murphy currently performs; and that all facets of human resources that the City currently performs was not included in the quote. The Treasurer/Comptroller recommended an additional part-time staff person be hired in the Finance Department. Member McConaghy was asked to address an additional part-time position in Finance Department at a future Finance Committee Meeting. This item is to remain on the Committee-of-the-Whole.

The next item discussed was regarding the city's **property and liability insurance**. The City Attorney stated four quotes were received, with the current policy expiring on September 30, 2016. Quotes were received from Michigan Municipal League (MML), Stevenson Company, Michigan Municipal Risk Management Authority (MMRMA), and Trident. The City currently pays \$109,000.00 per year for a three-year contract. Quotes received were as follows:

1. MMRMA - \$207,000;
2. Trident - \$109,000;
3. MML \$104,000 first year, if second year then add 3-5%. (Occurrence basis, \$10,000 deductible);
4. Stevenson \$104,000 for two years. (Occurrence basis, \$10,000 deductible.)

The City Attorney recommended Stevenson for a two-year contract with possible consideration being given to three years. The City is familiar with their processes, procedures, attorneys, etc. The Mayor stated his concern for committing to a three-year contract is in the event a soft market presents itself prior to a three-year contract expiring. The Treasurer/Comptroller recommended Stevenson. Claims procedures are to be worked out between the City Clerk, Finance Department, and City Attorney. There was a consensus of the Committee to recommend Stevenson Company for a two-year contract. This item is to be placed on the Council agenda for September 12, 2016. The City Attorney will send a letter to those companies not awarded a contract following Council's contract award.

Under New Business:

- The Mayor discussed concerns voiced by Huntington residents regarding the condition of Ghesquiere Park, people gathering in the park late at night, the condition of the tennis courts, and the cost to remove the courts. Administration was asked to provide costs to remove the courts, and to clean them up as much as possible in the meantime.
- The Mayor discussed the organization of a regional authority, and there was a consensus of the Committee to move forward.
- The City Administrator requested additional salary for additional duties assigned to the two Finance Department Deputies. The City Administrator is to send information to Member McConaghy who will schedule a Finance Committee Meeting after Labor Day.
- Deputy Meli spoke regarding prior direction given to not waive penalties on water bills. Information regarding a recent situation will be referred to the City Attorney for review.

Motion by Granger, seconded by Shetler, that the meeting of the Committee-of-the-Whole be adjourned at 9:59 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, AUGUST 15, 2016, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Bryant, Granger, Ketels, Koester, McConaghy, Shetler

ABSENT: None

ALSO PRESENT: City Administrator Smith
Treasurer/Comptroller Irby
City Attorney Don Berschback
City Clerk Hathaway

Mayor Novitke called the meeting to order at 7:07 p.m.

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

Motion by Bryant, seconded by Granger, that the Committee recess the regularly scheduled Committee-of-the-Whole meeting at 7:08 p.m. and convene in Closed Executive Session for the purpose of discussing labor negotiations at which time the Committee will 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:

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

The Committee-of-the-Whole reconvened in open session at 7:32 p.m.

The Mayor recessed the Committee-of-the-Whole at 7:33 p.m. to convene the regular City Council meeting. The Committee-of-the-Whole reconvened at 8:18 p.m.

The next item discussed was regarding the **Treasurer/Comptroller vacancy**. The Treasurer/Comptroller stated there will be procedure books and back-up for job duties of the Treasurer/Comptroller's office and Finance Department, and the City Administrator will review such. Information to be provided to the Committee includes an organizational chart for the department, a draft classified ad, and that the City Attorney prepare an independent consultant contract for Dee Ann Irby to assist with transitioning the position as she agreed to work after hours and on weekends. She stated the city auditors will be in the office on September 26, 2016, and Dee Ann's last day is September 9, 2016.

The Treasurer/Comptroller provided an overview regarding the status of cross-training the Finance Department staff and stated the Deputy Treasurer and Deputy Comptroller are willing to help. She also stated she is willing to come back if needed. Ms. Irby stated her wages equate to \$54 per hour, and she was asked to provide a recommendation whether Deputies would be working additional hours.

The Mayor asked that a list of job responsibilities that the Treasurer/Comptroller performs be provided as soon as possible. She stated duties include payroll, accounts payable, issues purchase orders, works with administration to prepare the budget, prepares worksheets for the audit, human resources, benefits administration, union contract negotiations, processes retirees/pensions, Pension Administrator, works with Sandy Rodwan on defined benefit/contribution plans, work with Comerica Bank, worker's compensation, property/liability insurance claims, and is responsible for financial reporting to the State.

The City Administrator, Treasurer/Comptroller, and City Clerk were asked to work with Member Granger, Public Relations Committee Chair, to prepare a classified ad for review by the Public Relations Committee. The City Attorney and Ms. Irby are to prepare a Consulting Agreement. A Committee-of-the-Whole is to be scheduled for next week to discuss Dee Ann Irby's Consulting Agreement, draft classified ad for Treasurer/Comptroller, in addition to the Public Safety Director vacancy and liability insurance quotes.

The Treasurer/Comptroller stated property liability insurance proposals will need to be addressed. The Chair asked the City Administrator, Treasurer/Comptroller, and City Attorney to address this item at a future Committee-of-the-Whole.

Human resource responsibilities were briefly discussed and administration was asked to identify necessary services and obtain pricing for contracting human resource services, which is to be addressed at the next Committee-of-the-Whole meeting scheduled for Wednesday, August 24, 2016, at 7 p.m.

Under New Business:

- The Mayor discussed City Assessor Colombo, and stated that at this time Mr. Colombo cannot make a work time commitment until October and that after the Board of Review next year, he intends to move on. The Mayor stated this upcoming vacancy needs to be looked at early next year. Brief discussion ensued regarding addressing the timetable and looking at this sooner due to schedules and responsibilities of Assessors. The Treasurer/Comptroller stated the Deputy Assessor is not interested in holding the Assessor's position or working additional hours.

Motion by Granger, seconded by Shetler, that the meeting of the Committee-of-the-Whole be adjourned at 9:11 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

Approved by Commission
8-10-16

RECEIVED

7C

Beautification Advisory Commission
Lake Room – GPW Community Center
20025 Mack Plaza Dr., Grosse Pointe Woods
Meeting – July 13, 2016 – 7:30 p.m.

AUG 31 2016

CITY OF GROSSE PTE. WOODS

Present: Casinelli, Hage, Hess, Martin-Rahaim, McCarthy, Medura, Muccioli, Rozycki, Sauter, Spreder, Stephens, Stewart

Also Present: Ketels, City Council Representative
George McMullen, citizen of Grosse Pointe Woods

Excused: Arslanian, Hilton, Koester

Unexcused: Arslanian

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

Minutes: The June 8, 2016 minutes were distributed and reviewed.

Motion by Spreder, seconded by Stewart to approve the June 8, 2016 minutes as presented.

Motion carried by the following vote:

Yes: Casinelli, Hage, Hess, Martin-Rahaim, McCarthy, Medura, Muccioli, Rozycki, Sauter, Spreder, Stephens, Stewart

No: None

Absent: Arslanian, Hilton, Koester

Treasurer's Report: None.

Chairperson's Report: None.

Awards Program: Stephens provided an update on the Awards Night. All Committee members have submitted their residential and business nominations for awards. Descriptions/Write-ups due July 31, 2016. Suggested descriptions are limited to 100-125 words. Committee discussed and vetted business nominations, and selected businesses to receive awards. Residential renovation award winners were discussed and selected. Volunteers were requested to photograph homes and businesses selected for awards.

Tile/Mugs Program: Hage provided an update on the possible new tile idea for 2017.

Flower Sale: Martin-Rahaim provided an update on the Flower Sale. Committee discussed ideas for 2017 Flower Sale, including flower choices and vendors.

Council Report: Hess and Ketels reported on June 20, 2016 city council meeting.

DPW: None.

Old Business: None.

New Business: None.

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

Motion carried by the following vote:

Yes: Casinelli, Hage, Hess, Martin-Rahaim, McCarthy, Medura, Muccioli, Rozycki, Sauter, Spreder, Stephens, Stewart

No: None

Absent: Arslanian, Hilton, Koester

Respectfully submitted,

Rachelle Koester



RECEIVED

JUL 08 2016

CITY OF GROSSE PTE. WOODS
BUILDING DEPT

RUSH!

CITY OF GROSSE POINT WOODS
Building Department
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
(313) 343-2426

RECEIVED

FENCE PERMIT FEE - \$20

JUL 15 2016

CITY OF GROSSE PTE. WOODS
BUILDING DEPT

8A

Application For Fence Permit

Provide mortgage survey/site plan with highlighted area where fence is to be placed.

Provide brochure/picture of proposed fence to be installed.

Owner MR & MRS JAMES GOULDING ^{met w/assessor to file PTA 7/8/16} Phone No. (313) 605-2222Address 1843 MANCHESTERContractor Grosse Pointe Fence Phone No. (313) 806-7466Address 20277 WOODCREST ST. HARPER WOODS, MI. 48225-2025Height of Fence SIX (6') FEET Length of Fence FORTY TWO (42') FEETStyle of Fence WHITE VINYL P.V.C. (see attached picture)Material: ☐ Wood ☐ Metal ☒ VinylLocation of Fence REAR PROPERTY LINENeighbor's Signature R. Linger Address 1854 ALLARD

Neighbor's Signature _____ Address _____

Neighbor's Signature _____ Address _____

By affixing my signature hereto, I certify that I am the owner or acting as the owner's agent, and I understand the regulations pertaining to the erection of a fence as described in the Ordinance #748. The City of Grosse Pointe Woods does not guarantee the accuracy of the property lines as described herein, the accurate location of all property lines is the responsibility of the owner or owner agent.

J. James Goulding
Signature of Owner or Agent03/31/2016
Date

PAID

For Office Use

Approved

Denied

0577/12/16

Building Inspector's Signature

Date

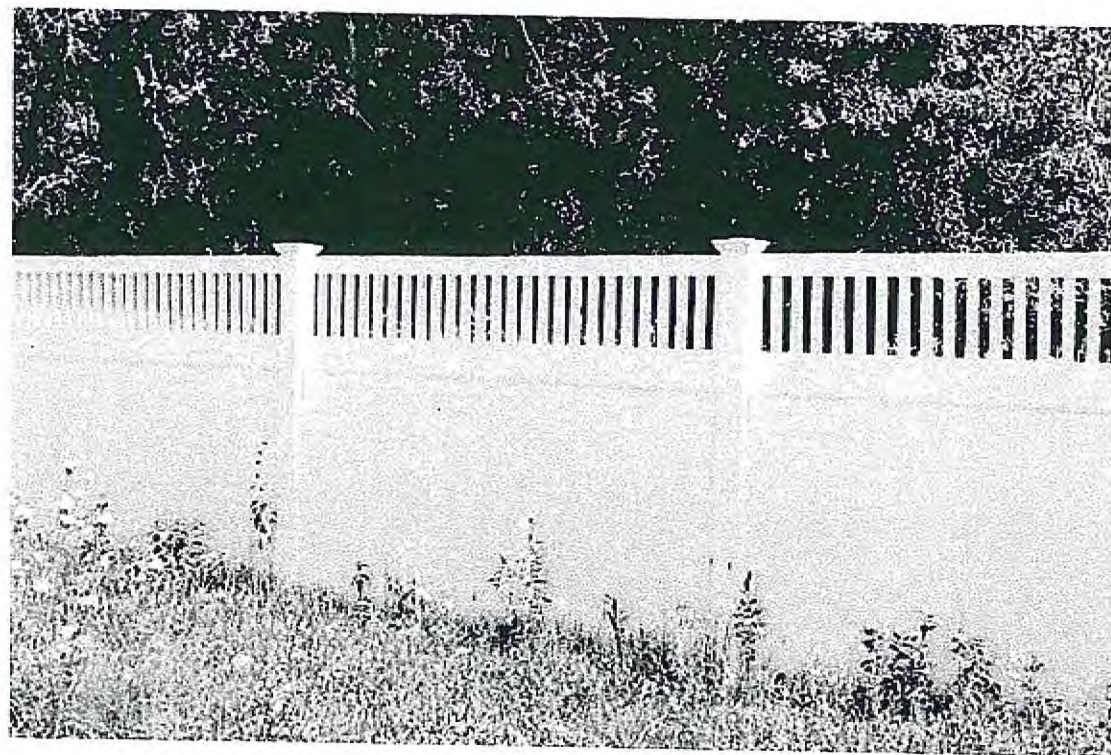
CITY OF GROSSE PTE WOODS

JUL 15 2016

Solid Fence 8-279 (1)

SJS cld M21 to remind him
of appeal ltr.

7-13-16 'Pending' still per M21



Proposal

Page # _____ of _____ pages

MELVIN ZEHNPFENNIG
www.GrossePointeFence.net
20277 WOODCREST
HARPER WOODS, MI. 48225

RECEIVED
JUL 15 2016
CITY OF GROSSE PTE. WOODS
BUILDING DEPT

PROPOSAL SUBMITTED TO: Grosse Pointe City Council	JOB NAME VARIANCE FOR P.V.C. FENCE	JOB #
ADDRESS 20025 Mark Plaza	JOB LOCATION 1843 MANCHESTER	
Grosse Pointe Woods, MI 48236	DATE 07/13/2016	DATE OF PLANS
PHONE # (313) 343-2440-1 SUSAN	FAX # (313) 343-2426 GENE	ARCHITECT MEL Z

We hereby submit specifications and estimates for: **WE ARE WRITING THIS FORMAL REQUEST FOR A CITY COUNCIL APPROVED FENCE VARIANCE FOR OUR CUSTOMERS LOCATED AT:**

MR. & MRS. JAMES GOULDING
1843 MANCHESTER
GROSSE POINTE WOODS MI. 48236
(313) 605-2222

OUR APPLICATION FOR A FENCE PERMIT WAS DENIED BY YOUR BUILDING DEPARTMENT ON 07/13/2016 PER CITY ORDINANCE # 865 EFFECTIVE 10/11/2015 SECTION # 8-279 (copy attached)

THIS REQUEST IS FOR REPLACING A NON-COMPLAINT SOLID ONE SIDED WOOD FENCE WHICH IS FALLING DOWN WITH A MAINTENANCE FREE PRODUCT. ^{EXISTING AND}

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: **Check #7731 in the amount of \$75.00 Seventy Five Dollars**

with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

by: Grosse Pointe Fence

M.C. Zehnpenning 07/16/2016

Note - this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

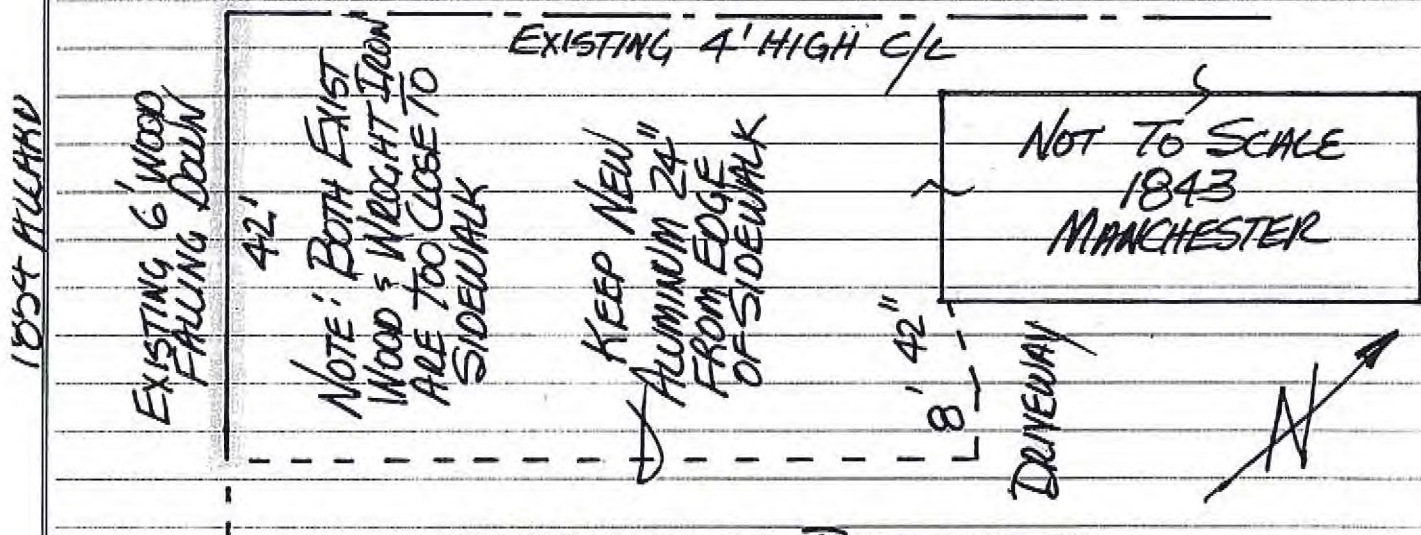
Proposal

Page # _____ of _____ pages

MELVIN ZEHNPFENNIG
www.GrossePointeFence.net
20277 WOODCREST
HARPER WOODS, MI. 48225
(313) 606-7466

PROPOSAL SUBMITTED TO: MR. & MRS. JAMES GOULDING	JOB NAME 4' ALUMINUM 6' VINYL P.V.C.	JOB #
ADDRESS 1843 MANCHESTER	JOB LOCATION REAR BACKYARD	
GROSSE POINTE WOODS, MI. 48236	DATE 07/08/2016	DATE OF PLANS 03/31/2016
PHONE # (313) 605-2222	FAX #	ARCHITECT JIM/MEL Z.

We hereby submit specifications and estimates for: **LABOR AND MATERIALS TO PURCHASE AND INSTALL FORTY-TWO (42') FEET SIX (6') FEET HIGH WHITE VINYL P.V.C. AND SIXTY (60') FEET FOUR (4') FEET HIGH ALUMINUM FENCE**



SIDEWALK ON BRAMCASTER

Please make all Checks Payable to MELVIN ZEHNPFENNIG Thanks

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

\$ _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

M.C. Zehnpenning

Note — this proposal may be withdrawn by us if not accepted within **(10) TEN** days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature *X*

Signature *X*

Date of Acceptance _____

CITY OF GROSSE POINTE WOODS
BUILDING DEPARTMENT
MEMORANDUM

RECEIVED
AUG 31 2016
CITY OF GROSSE PTE. WOODS

DATE: August 29, 2016
TO: Mayor & City Council
FROM: Gene Tutag, Building Official *GT*
SUBJECT: 1843 Manchester, Fence Variance

The applicant is requesting a variance of Section 8-279(1) of the city's fence ordinance which requires fences to be constructed so a minimum of 2 inch openings are throughout 50% of the length or height of the fence. The proposed fence is a solid vinyl fence at the lower 5 feet with a 1 foot lattice section at the top. This will replace an existing solid wooden fence along the south/rear lot line. The proposed fence does not have sufficient openings to comply with the code.

The applicant's property is on the southwest corner of Manchester and Bramcaster. The property appears to be well maintained with exception of the fence. The adjoining property owner's signature is on the application indicating approval of this type of fence.

The property was inspected and the existing solid fence currently on the property is in need of replacement due to its age and deterioration, and most certainly pre-dated the existing ordinance.

This exception to the fence code requires a public hearing and approval from the City Council. The City Council may consider any or all of the following, along with other information when deciding a variance:

- (a) Balancing the relative hardships between the property owner and adjacent property owners;
- (b) Whether special circumstances or conditions exist;
- (c) Whether pedestrian or vehicle traffic will be affected;
- (d) The general health, safety and welfare of the neighborhood.

It is recommended that a variance of Section 8-279(1) be granted to allow for the installation of the proposed replacement fence as the adjoining neighbor to the south/rear has acknowledged and is in support of the proposed fence style. The proposed fence replacement will have no impact on traffic or the general health and safety of the neighborhood.

APPROVED BY:


Bruce Smith
City Administrator

8/31/2016
DATE









MEMO 16 - 34

RECEIVED
JUL 21 2016
CITY OF GROSSE PTE. WOODS

TO: Lisa Hathaway, City Clerk
FROM: Frank Schulte, Director of Public Services *FS*
DATE: June 21, 2016
SUBJECT: Variance – Fence at 1843 Manchester

I have reviewed the application from resident James Goulding requesting a fence variance at 1843 Manchester. I have no objections to granting this variance.

If you have any questions please contact me.

cc O/F

AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 1843 Manchester
Mr. and Mrs. James Goulding

State of Michigan)
) ss.
County of Wayne)

I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 09-01-16 to the following property owners within a 3 foot radius of the above property in accordance with the provisions of the 2007 City Code of Grosse Pointe Woods. A Hearing fee of \$75.00 has been received with receipt # 218599.

Lisa Kay Hathaway, CMMC/MMC
City Clerk

See attached document for complete list.

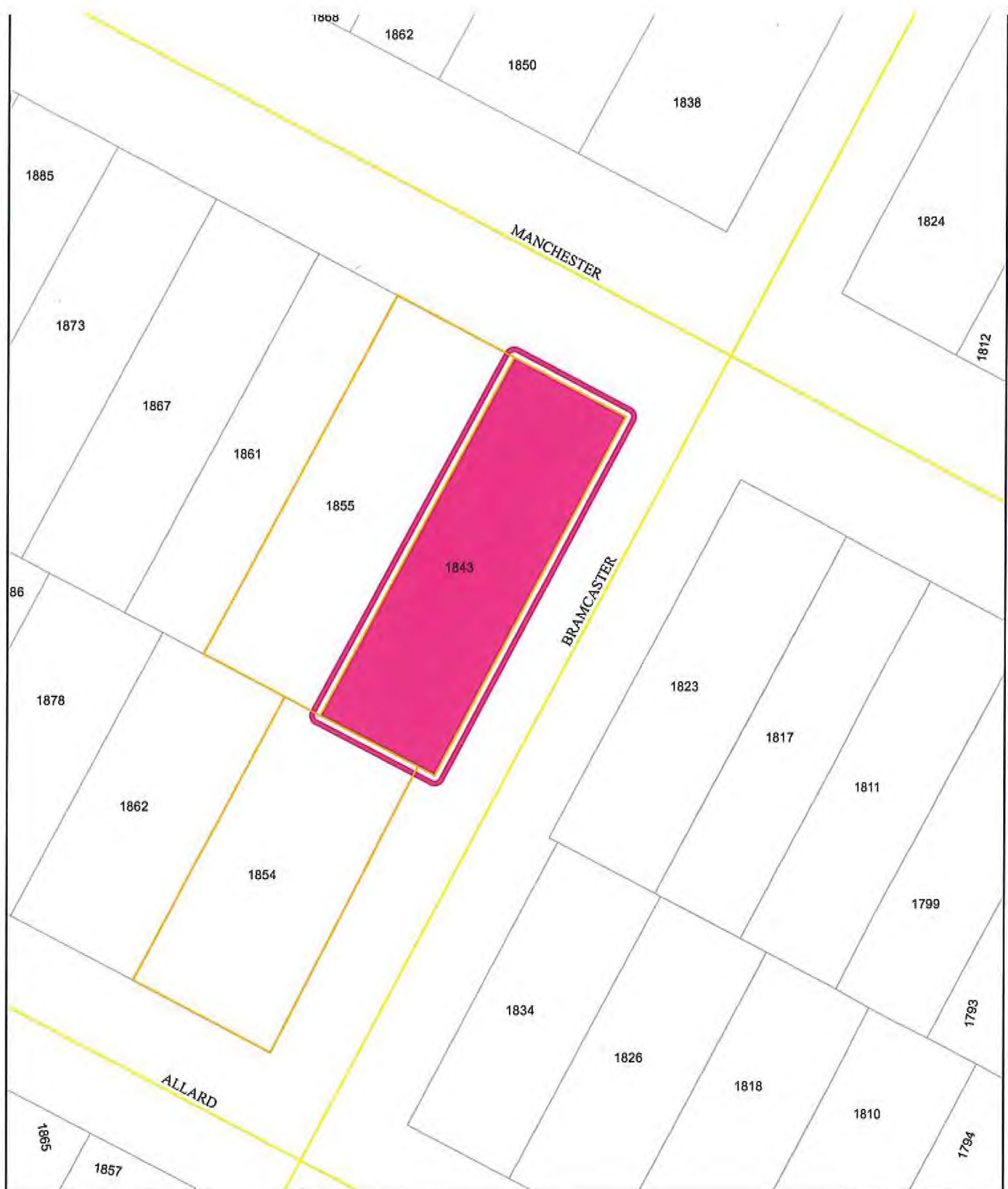
1843 Manchester - 3' Radius

ownersname	ownersna_1	ownerstree	ownercity	ownerstate	ownerzipco
WALLS KHAALID	WALLS MELANIE	1855 MANCHESTER BLVD	GROSSE POINTE WOODS	MI	48236
GOULDING JAMES S & BARBARA		1843 MANCHESTER BLVD	GROSSE POINTE WOODS	MI	48236
UNGER ROBERT		1854 ALLARD AVE	GROSSE POINTE WOODS	MI	48236

City of Grosse Pointe Woods, Michigan

NOTICE IS HEREBY GIVEN that in accordance with Chapter 8, Buildings and Building Regulations, Article IX, Fences, Section 8-284 of the 2007 City Code of the City of Grosse Pointe Woods, the City Council will hold a public hearing in the Council-Court Room of the Municipal Building, 20025 Mack Plaza, on Monday, September 12, 2016, at 7:30 p.m. to hear the request of Mr. and Mrs. James Goulding, 1843 Manchester, Grosse Pointe Woods, MI, who are seeking approval of a variance for the property located at 1843 Manchester, to permit installation of a 6' solid privacy fence along the rear (southwest) lot line. The fence application will require a variance in accordance with Section 8-279(1), which requires all fences be constructed of open latticework of metal, wood, vinyl or of woven wire in such a manner so that there shall be a minimum of two-inch openings throughout fifty percent of the length or height of the fence. The fence application materials are open for public scrutiny. All interested parties are invited to attend.

Lisa Kay Hathaway
City Clerk



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 WAYNE COUNTY, MI*
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 *ALL RIGHTS RESERVED

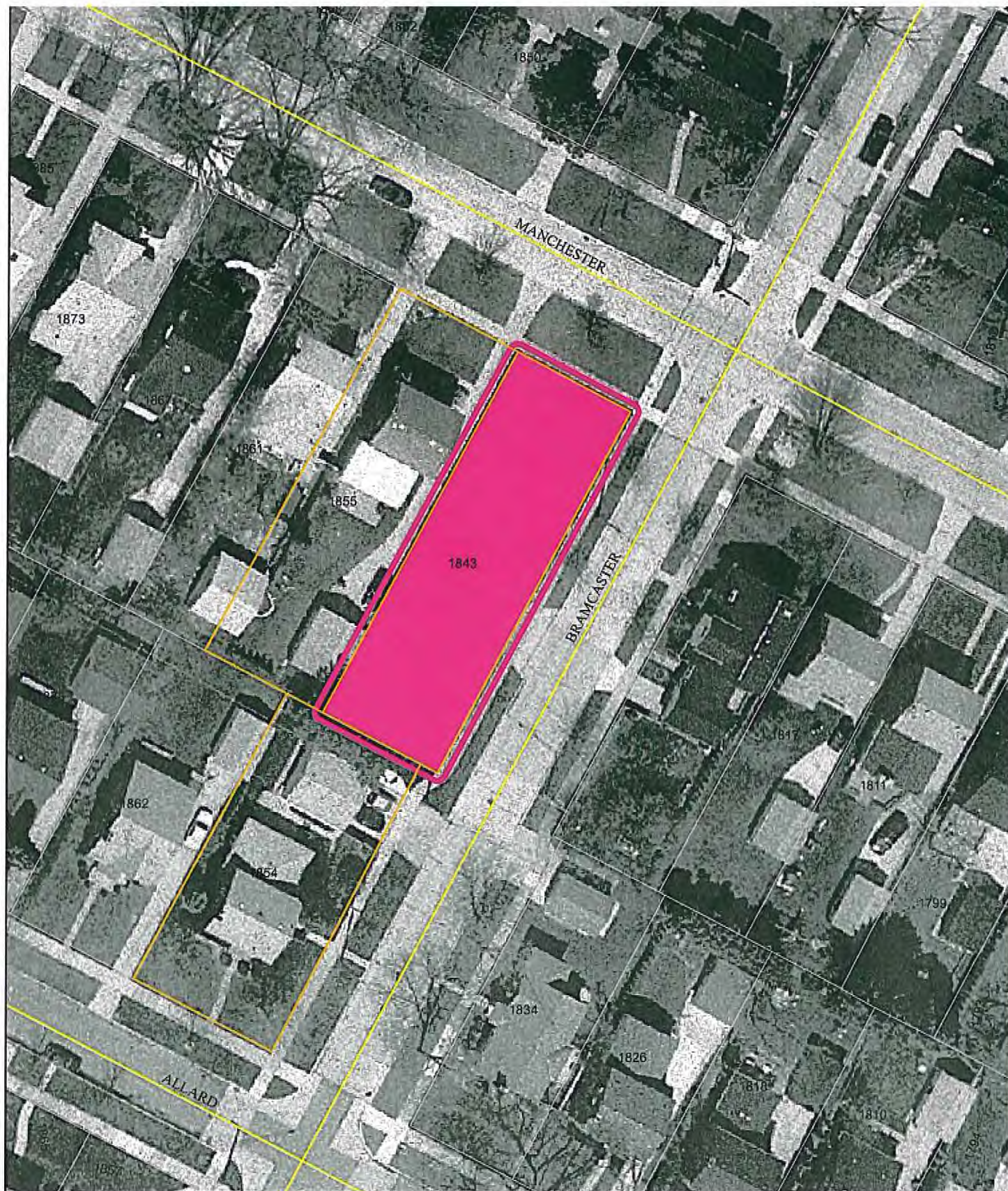


INFORMATION TECHNOLOGY DEPARTMENT
 Geographic Information Systems (GIS) Division

Subject: 1843 Manchester

Date: 9/12/2016





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INFORMATION TECHNOLOGY DEPARTMENT
 Geographic Information Systems (GIS) Division

Subject: 1843 Manchester

Date: 9/12/2016





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INFORMATION TECHNOLOGY DEPARTMENT
 Geographic Information Systems (GIS) Division

Subject: 1843 Manchester

Date: 9/12/2016



RECEIVED

AUG 31 2016

CITY OF GROSSE PTE. WOODS

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services *F.S.*

DATE: August 29, 2016

SUBJECT: Recommendation – 2016 Fall Tree Planting

A bid request for the city's fall tree planting was mailed to 8 southeast Michigan nurseries on July 29, 2016. The information was also advertised in the Grosse Pointe News. The bid opening was held in the City Clerk's office on August 23, 2016 and the following bids were received:

Landscape Source Corp.	\$10,070.00
Marine City Nursery	\$13,520.00
Davey Tree & Lawn	\$16,000.00
Great Lakes Landscaping	\$18,040.00

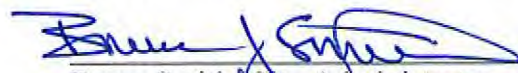
While all the bids received exceeded the budgeted amount, Landscape Source Corp. agreed to provide the trees requested in the bid package for the 2016 Fall Tree Planting at a total cost of \$10,000.00. Landscape Source Corp. was the contractor for the 2015 Fall Tree Planting and has also provided memorial trees to the city in previous years and is qualified to provide this service. Therefore, I recommend that a purchase order be issued to the lowest qualified bidder, Landscape Source Corp., 17448 26 Mile Road, Macomb, MI 48042 to provide the trees for the 2016 Fall Tree Planting in an amount not to exceed \$10,000.00. This is a budgeted item in the 2016/17 budget in the amount of \$10,000.00 in account 401-902-977.401.

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

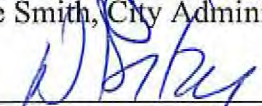
Attachment

cc Dee Ann Irby
Tree File
O/F

Recommended for Approval as Submitted:



Bruce Smith, City Administrator



Dee Ann Irby, City Treasurer/Comptroller

8/31/2016
Date

8/31/16
Date

Council Approval Required

9B

MEMO 16 - 37

RECEIVED

SEP -1 2016

CITY OF GROSSE PTE. WOODS

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services F.S.

DATE: August 15, 2016

SUBJECT: 2016 Pavement Joint and Crack Sealing Program
Districts #8 – AEW Project No. 0160-0384

I have reviewed the recommendation from AEW to award a contract extension for the 2016 Pavement Joint and Crack Sealing Program to the 2015 lowest qualified bidder, Michigan Joint Sealing, Inc., of Farmington Hills, Michigan. They have offered to hold pricing on all bid items at 2015 contract prices. AEW has seen a larger project bid in Roseville this year with higher prices. This contractor has previously worked in Grosse Pointe Woods, St. Clair Shores, and other neighboring communities and their performance was satisfactory. I do not believe any benefit will accrue to the City by seeking additional bids.

I concur with the recommendation of AEW and recommend that a contract extension be awarded to Michigan Joint Sealing, Inc., 28830 West Eight Mile Road, Farmington Hills, Michigan 48336 in the amount of \$52,570.00. This is a budgeted item included in the 2016/2017 fiscal year budget in accounts 202-451-975.300 and 203-451-975.300 in the amounts of \$20,000 and \$40,000, respectively. Engineering fees are included in accounts 202-451-975.310 and 203-451-975.310 in the amounts of \$2,000 and \$4,000, respectively.

The total project cost, including construction, engineering, and contract administration are estimated in an amount not to exceed \$66,000.00.

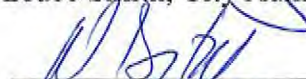
If you have any questions concerning this matter please contact me.

c.c. Dee Ann Irby
O/F

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

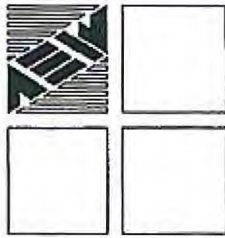

Bruce Smith, City Administrator

9/1/2016
Date


Dee Ann Irby, City Treasurer/Comptroller

9/1/16
Date

Council Approval Required



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315

Civil Engineers • Surveyors • Architects 586-726-1234

August 16, 2016

City of Grosse Pointe Woods
Frank Schulte
Director of Public Works
1200 Parkway
Grosse Pointe Woods, Michigan 48236

Reference: 2016 Pavement Joint and Crack Sealing Program
District 8
AEW Project No. 0160-0384

Dear Frank,

We have received a request from Michigan Joint Sealing, who is under contract for the 2015 referenced project, to consider a contract extension for the proposed 2016 Joint Sealing Program. They will hold all pricing for all of the bid items at 2015 prices.

We have not taken bids on a similar size project this year but have seen a larger project bid in Roseville with higher prices.

Considering the need to continue this work, and quality of work performed by Michigan Joint Sealing, we feel that it is in the best interest to approve this request for a contract extension.

In addition, the total project cost, including construction, engineering, and contract administration is estimated at \$66,000.00.

Please advise if you may have any questions or require additional information.

Very truly yours,

Frank D. Varicalli

cc: Scott Lockwood, PE, AEW



Anderson Eckstein and Westrick

Contract Modification

8/4/2016 1:44 PM

FieldManager 5.2a

Contract: .0160-0373, 2015 Pavement Joint and Crack Sealing Program

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Electronic File Created	Net Change	Awarded Contract Amount
1		8/4/2016	No	\$52,570.00	\$81,270.00
Route		Managing Office Anderson Eckstein and Westrick		District 07539	Entered By William WW Wines
Contract Location 2015 Pavement Joint and Crack Sealing Program					

Short Description

Addition of 2016 Items

Description of Changes

- A. Original Contract Amount: \$81,270.00
- B. Current Contract value (including this revision): \$133,840.00
- C. Net Total Change (B-A): \$52,570.00
- D. Net Percent Change (C/A*100): 65%

New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg. ItemType	Proposed Quantity	Unit	Unit Price	Dollar Value
_ Cleaning & Sealing Existing Joints and Random Cracks, 2016	6037001	0020	0020	0160-0373	0000 Extra	60,000.000	Ft	0.82000	\$49,200.00

Reason: 2016 Work

_ Observation of Material and Work to be Performed (Crew Days)	8507042	0025	0025	0160-0373	0000 Extra	5.000	Wday	574.00000	\$2,870.00
--	---------	------	------	-----------	------------	-------	------	-----------	------------

Reason: 2016 Work

_ Traffic maintenance and control, 2016	8127051	0030	0030	0160-0373	0000 Extra	1.000	LS	500.00000	\$500.00
---	---------	------	------	-----------	------------	-------	----	-----------	----------

Reason: 2016 work

Total Dollar Value: \$52,570.00



Anderson Eckstein and Westrick

Contract Modification

8/4/2016 1:44 PM

FieldManager 5.2a

Project / Category Summary

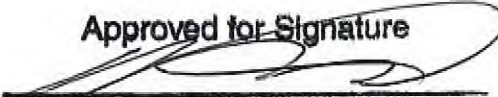
Project/Catg	Project/Category Description	Federal Number	Project Status	Finance System	Control Section	Dollar Value
0160-0373	2015 Pavement Joint and Crack Sealing Program		XMPT	STUL		
0000						\$52,570.00
Total:						\$52,570.00

Total Net Change Amount: \$52,570.00

If authorized, the contractor agrees to do the work outlined above under the direction of the Engineer, and to accept as payment in full the basis of payment as indicated. Prime Contractor, you are authorized and instructed as the contractor to do the work described herein in accordance with the terms of your contract.

City of Grosse Pointe Woods	Frank Varicalli Project Manager
	8.4.16
Signature	Date
Michigan Joint Sealing, Inc.	
Kimberly Sinischo	
Signature	Date

Approved for Signature



Don R. Berschback
City Attorney

Date: 8-24-16



8/26/16

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services F.S.

DATE: August 22, 2016

SUBJECT: Recommendation – Uniforms

9C

RECEIVED
AUG 26 2016
CITY OF GROSSE POINTE WOODS

A bid request for supplying winter and summer uniforms to the Department of Public Works for a one-year period between July 1, 2016 and June 30, 2017 was posted on the Michigan Intergovernmental Trade Network (MITN) website on July 12, 2016 and an "Invitation to Bid" was forwarded to 86 companies. It was also advertised in the Grosse Pointe News. The following bids were received:

Maurer's Textile Rental Services	\$314.28/employee* (exceptions to bid spec.)
JEM Industries Inc.	\$439.45/employee* (\$396.95 with jacket or sweatshirt)
Arrow Uniform.	\$488.25/employee*


* Plus oversize charges where applicable

Maurer's Textile Rental Services submitted the low bid; however, it was based on a lesser quality brand of outerwear than the Carhartt apparel specified in the bid document. JEM Industries bid \$439.45 per employee; however, they included both a spring jacket and hooded sweatshirt in their quote and employees are given a choice of one or the other so the price per employee as adjusted is also shown above. Therefore, I recommend a purchase order be issued to JEM Industries, Inc., 25600 Dequindre, Warren, Michigan 48091 to supply winter and summer uniforms to the Department of Public Works between July 1, 2016 and June 30, 2017. We request funds in an amount not to exceed \$9,500.00 for fiscal year 2016/2017 to supply uniforms for DPW and Lake Front Park TPOAM union employees at \$396.95/each plus any additional oversize charges. I do not believe any benefit will accrue to the city by seeking additional bids. This is a budgeted item included in fringe benefit-clothing allowance accounts: 101-595-725.000 (\$2,000), 202-483-725.000 (\$1,000), 203-483-725.000 (\$1,000), 226-529-725.000 (\$500), 592-545-725.000 (\$4,000), and 640-860-725.000 (\$1,000).


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

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

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


Bruce Smith, City Administrator

8/23/2016
Date


Dee Ann Irby, City Treasurer/Comptroller

8/25/16
Date

Council Approval Required

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services *FS*

DATE: August 9, 2016

SUBJECT: Purchase – Scag 61" Turf Tiger Riding Mower

9D

RECEIVED
SEP 7 6 2016
CITY OF GROSSE PTE. WOODS

The DPW and Parks & Recreation currently use five riding mowers on a daily basis. Two of these mowers are 8 and 16 years old respectively, leaving us with only three running mowers in the event of a breakdown. Purchasing one additional mower will allow us to keep up with grass cutting needs should one of the older mowers break down.

We have received the three quotes shown below to provide one Scag 61" Turf Tiger Riding Mower with diesel engine (model #STT61V-25KBD) and Hurricane mulch system (model #9285) for Lake Front Park.

All Seasons Outdoor Equipment, Eastpointe, MI	\$14,611.96
Countryside Lawn & Power, Bath, MI	\$15,533.00
Billings Lawn Equipment, Royal Oak, MI	\$15,583.95

No further benefit would accrue to the city by seeking additional bids. Therefore, based upon the lowest quote received, I recommend that we purchase one Scag 61" Turf Tiger riding mower with diesel engine and Hurricane mulch system from All Seasons Outdoor Equipment, 15130 East 10 Mile Road, Eastpointe, MI 48021 in the amount of \$14,611.96. This is a budgeted item in the 2016/2017 fiscal year budget in general ledger account 640-852-977.799 in the amount of \$16,000.00.

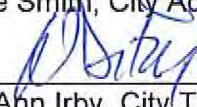
If you have any questions concerning this matter please contact me.

c.c. Dee Ann Irby
O/F

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


Bruce Smith, City Administrator

9/6/2016
Date


Dee Ann Irby, City Treasurer/Comptroller

9/6/16
Date

Council Approval Required

MEMO 16 - 40

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services F.S.

DATE: August 29, 2016

SUBJECT: Purchase – Tink Claw Bucket with Attachments

RECEIVED
AUG 30 2016
CITY OF GROSSE PTE. WOODS

AIS Construction Equipment Corporation has provided us with a quote of \$20,400.00 for the purchase of a new Tink 520 Claw Bucket with JCB front loader quick-hitch including modification of existing 6-in-1 bucket to fit the new coupler and installation of all required hoses, fittings and valving. When attached to our existing JCB Loader the claw will be used for curbside leaf collection. Installation of the quick-hitch will provide significant time savings allowing for easy removal and installation whenever front attachments are changed.

The Tink Claw Bucket and JCB front loader quick-hitch sold in the State of Michigan are priced in accordance with the governmental state contract #071B1300081 effective through December 31, 2016. This is a cooperative purchase contract. State law allows any government agency in the state to buy off of this contract without going to bid as long as it does not conflict with local regulations. The price of equipment purchased under this contract remains the same regardless of dealer. We have an established relationship with AIS Construction Equipment Corp. and have been very satisfied with their delivery and service.

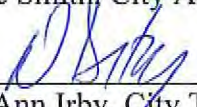
I do not believe any benefit will accrue to the City by seeking additional bids. Therefore, I recommend that we purchase the new Tink 520 Claw Bucket with JCB front loader quick-hitch including modification of existing 6-in-1 bucket to fit the new coupler and installation of all required hoses, fittings and valving from AIS Construction Equipment Corporation, 3600 North Grand River Ave., Lansing, MI 48906 for \$20,400.00. This is a budgeted item in the 2016/2017 fiscal year budget in general ledger account 226-528-977.000 in the amount of \$21,000.00.

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

c.c. Dee Ann Irby
O/F

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


Bruce Smith, City Administrator


Dee Ann Irby, City Treasurer/Comptroller

8/30/2016

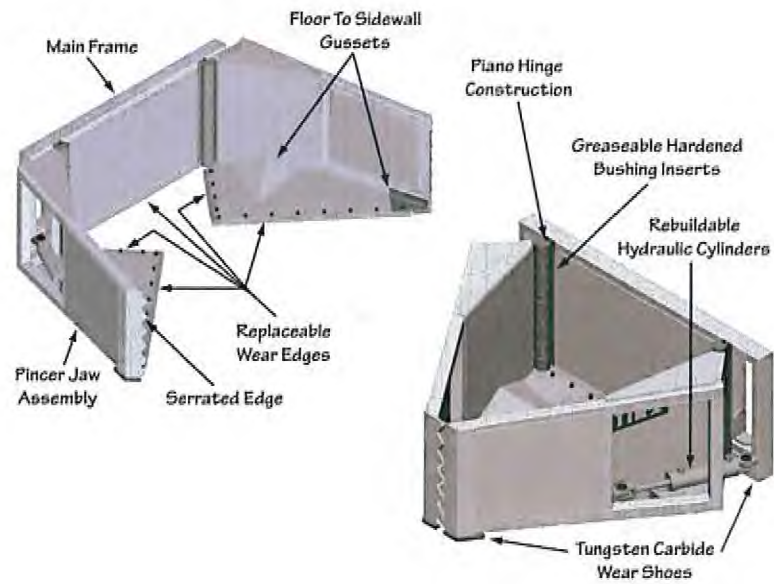
Date

8/30/16

Date

Council Approval Required

LEAF CLAW BUCKET



FRONT LOADER QUICKHITCH





RECEIVED
SEP 1 2016
CITY OF GROSSE PTE. WOODS

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

(588) 777-0400
FAX (588) 777-0430
E-MAIL donberschback@yahoo.com

OF COUNSEL
CHARLES T. BERSCHBACK

September 1, 2016

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

RE. Insurance Liability

Dear Honorable Mayor and Council:

This Memo will confirm the lengthy discussion of the Committee of the Whole on the insurance liability policies held on August 24, 2016. During that meeting the Treasurer/Comptroller and my office briefed the Council on the four proposals that had been submitted for the insurance liability agreements for the City which expire September 30, 2016.

The four proposals were received as follows:

MMMRA proposal – annual premium \$207,000.00
Trident proposal – annual premium \$109,000.00
Stevenson proposal – annual premium \$108,854.00
MML proposal – annual premium \$104,111.00.

The only proposal that guaranteed a second year fixed premium was the Stevenson Company. MML indicated that a second year premium would average approximately 3%. When compared to the Stevenson proposal over a two year period the savings would amount to approximately \$1,700.00.

Based on an analysis of all four proposals and the current experience that the City has with the Stevenson Company, the Treasurer/Comptroller and myself have recommended that the City of Grosse Pointe Woods enter into a two year contract with the Stevenson Company at a rate of \$108,854.00.

If there are any questions I will address them at the Council meeting on September 12, 2016.

Respectfully submitted,


DON R. BERSCHBACK

DRB:gmr
Enclosure

cc: Bruce J. Smith
Lisa K. Hathaway
Dee Ann Irby



96

Jim Murray
President
AT&T Michigan
221 N. Washington Square
Lansing, MI 48833
Office: (517) 334-3400
Fax: (517) 334-3429

August 24, 2016

Via UPS Overnight Delivery

Lisa Hathaway
Clerk of the City of Grosse Pointe Woods
20025 Mack
Grosse Pointe Woods, Michigan 48236

RECEIVED
AUG 24 2016
CITY OF GROSSE PTE. WOODS

Re: Renewed Video Service Local Franchise Agreement for AT&T Michigan

Dear Ms. Hathaway:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, Michigan Bell Telephone Co. doing business as AT&T Michigan ("AT&T"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the City of Grosse Pointe Woods, a Michigan municipal corporation (the "Franchising Entity") and AT&T (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between AT&T and City of Grosse Pointe Woods dated May 2, 2007 ("Initial Agreement").

The enclosed filing includes the standard form agreement approved by and required for use by the Commission, and it has been completed in accordance with the Commission's Instructions issued in the Order. The Commission's Order and Instructions may be found at the following Commission web link: http://www.cis.state.mi.us/mpsc/orders/comm/2007/u-15169_01-30-2007.pdf In the Initial Agreement AT&T pays a video service provider fee of 5% and a PEG Fee of 2%. The same fees are included in the Renewed Agreement.

Attachment 1 to the Renewed Agreement contains Confidential Information. Pursuant to Section 11 of Act 480, Section "XIII. Confidentiality" of the Renewed Agreement, and page 1 of the Instructions for Uniform Video Service Agreement issued in the Order, AT&T has deemed the "Video Service Area Footprint" as Confidential Information. The Confidential Information for Attachment 1 has been set forth in Confidential Attachment A, and has been placed in a separate, sealed envelope and clearly identified by the label of the envelope as follows:

(AT&T Michigan "CONFIDENTIAL INFORMATION").

Pursuant to Section XIII of the Renewed Agreement, Section 11 of Act 480, and the Commission's Instructions, the City of Grosse Pointe Woods as the Franchising Entity receiving the information so

Ms. Lisa Hathaway
August 24, 2016
Page 2

designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a Freedom of Information Act ("FOIA") request made under MCL 15.231 to 15.246, and (c) make the information available only to and for use only by such local officials as are necessary to approve the Agreement or perform any other task for which the information is submitted.

The City of Grosse Pointe Woods has 15 business days beginning on August 25, 2016 within which to notify AT&T if the Renewed Agreement is complete. If the City of Grosse Pointe Woods does not notify AT&T regarding the completeness of the Renewed Agreement within this 15 business day period, pursuant to Section 3(3) of Act 480, the Renewed Agreement shall be deemed complete. Any notice by the City of Grosse Pointe Woods regarding the completeness of the Renewed Agreement must comply with Section 3(2) of Act 480 and must be sent by facsimile to each of the representatives of AT&T identified in Section "XV. Notices" of the enclosed Renewed Agreement.

AT&T has a proud history and tradition of providing service in the City of Grosse Pointe Woods and we look forward to continuing to provide video service.

If there are any questions concerning the enclosed filing, please contact Yvette Collins, Director, External Affairs at 313-496-8162.



Jim Murray
President
AT&T Michigan

Attachments

cc: Robert Jones, AT&T External Affairs Manager

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the City of Grosse Pointe Woods, a Michigan municipal corporation (the "Franchising Entity"), and Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 2 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Grosse Pointe Woods:

20025 Mack

444 Michigan Avenue

Grosse Pointe Woods, Michigan 48236

Room 1670

Detroit, Michigan 48226

Attn: City Clerk

Attn: Yvette Collins, Director - External Affairs

Fax No.: 313.343.5667

Fax No.: 313.496.9332

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly
authorized representatives, have executed this
Franchise Agreement.

**SIGN
HERE**

City of Grosse Pointe Woods, a Michigan Municipal
Corporation

By

Print Name

Bruce Smith

Title

City Administrator

Address

20025 Mack Plaza Drive

City, State, Zip

Grosse Pointe Woods, MI 48236

Phone

313-343-2450

Fax

313-343-2658

Email

bsmith@gpwmi.us

Michigan Bell Telephone Company, a Michigan
Corporation, doing business as AT&T Michigan

By

Print Name

Jim Murray

Title

President

Address

221 North Washington Square

City, State, Zip

Lansing, Michigan 49833

Phone

517.334.3400

Fax

517.334.3429

Email

m42325@att.com

FRANCHISE AGREEMENT

(Franchising Entity to Complete)

Date submitted:

Date completed and approved:



Approved for Signature

Don R. Berschback
City Attorney

Date:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: August 24, 2016		
Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 444 Michigan Avenue		
Address 2: Room 1670		Phone: 313.496.8162
City: Detroit	State: Michigan	Zip: 48226
Federal I.D. No. (FEIN): 38-0823930		

Company executive officers:

Name(s): Jim Murray
Title(s): President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Yvette Collins or her designee(s)		
Title: Director - External Affairs		
Address: 444 Michigan Avenue, Room 1670, Detroit, Michigan 48226		
Phone: 313.496.8162	Fax: 313.496.9332	Email: m42325@att.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

Michigan Bell Telephone Company d/b/a AT&T Michigan
CONFIDENTIAL INFORMATION

SEE ATTACHED CONFIDENTIAL MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Confidential Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the City of Grosse Pointe Woods, and such boundaries are overlaid onto a map with the municipal boundaries of the City of Grosse Pointe Woods.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]


[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

For All Applications:

**Verification
(Provider)**

I, Jim Murray, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Jim Murray, President	
Signature: 	Date: August 24, 2016

City of Grosse Pointe Woods, a Michigan Municipal Corporation
(Franchising Entity)

By

Print Name

Bruce Smith

Title

City Administrator

Address

20025 Mack Plaza Drive

City, State, Zip

Grosse Pointe Woods, MI 48236

Phone

313-343-2450

Fax

313-343-2658

Email

bsmith@gpwm1.us

Date

Approved for Signature

**Don R. Berschback
City Attorney**

Date: _____

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

RECEIVED

AUG 31 2016

CITY OF GROSSE POINTE WOODS

DON R. BERSCHBACK

OF COUNSEL

August 31, 2016

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

AGENDA ITEM 9/12/2016

RE. AT&T Video Service Franchise Agreement

Dear Mayor and Council:

The City entered into a Uniform Video Service Franchise Agreement on May 2, 2007. AT&T has submitted a renewed agreement.

I have reviewed the agreement and AT&T is correct in stating that it is a continuation of the existing terms and conditions from the 2007 agreement. This does not involve adding any new fiber or cable. It only involves TV service which AT&T provides under their "U-Verse" brand. For your information, I have been advised that AT&T recently acquired Direct TV as well but that deals with satellite Dish TV. Consistent with the existing agreement, provider fees remain 5% and 2% for PEG fees.

It would be the prerogative of Council to approve the AT&T Video Service Local Franchise Agreement and direct the City Administrator to sign the agreement.

Very truly yours,



CHARLES T. BERSCHBACK

CTB:gmh

cc: Bruce Smith
Lisa Hathaway
Dee Ann Irby
Don Berschback

9H

MEMO 16 - 41

RECEIVED
AUG 31 2016
CITY OF GROSSE PTE. WOODS

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services *F.S*

DATE: August 30, 2016

SUBJECT: Recommendation – 2016 Pavement Marking

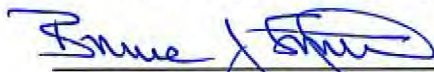
The cost of the city's 2016 pavement marking program has been quoted at \$5,077.60 by R.S. Contracting, Inc. They have provided this service to the city in previous years and their work has always been satisfactory. R.S. Contracting is the only local company who does street pavement marking and is qualified to do this work. I do not believe any further benefit would accrue to the city by seeking additional bids.

Therefore, I recommend that a purchase order be issued for the 2016 pavement marking program to R.S. Contracting, Inc., 9276 Marine City Hwy., Casco, MI 48064 in an amount not to exceed \$5,077.60. This is a budgeted item in the 2016/2017 budget in the amount of \$5,500.00 in account 202-463-818.000.

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

cc: Dee Ann Irby
O/F

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



Bruce Smith, City Administrator

8/30/16
Date



Dee Ann Irby, City Treasurer/Comptroller

8/31/16
Date

Council Approval Required

**CITY OF GROSSE POINTE WOODS
PROCLAMATION**

WHEREAS, in the year 2016, the month of September has been declared **National Prostate Cancer Awareness Month**; and

WHEREAS, prostate cancer is the second leading cause of death in American men, behind only lung cancer, with approximately one in seven men being diagnosed with prostate cancer during his lifetime; and

WHEREAS, in the year 2016, approximately 180,890 men in the United States will learn that they have prostate cancer, and approximately 26,120 men will lose their lives to this disease; and

WHEREAS, it is known that prostate cancer develops mainly in men over the age of 65, with about six out of 10 cases diagnosed in men aged 65 or older, with an average age of diagnosis of 66; and

WHEREAS, prostate cancer leaves too many parents, women, children and other family members without a man they love; and

WHEREAS, prostate cancer can be a serious disease, but, if detected early, most men do not die from it, and there are more than 2.9 million men in the United States diagnosed and living with prostate cancer today.

NOW, THEREFORE, I, ROBERT E. NOVITKE, Mayor of the City of Grosse Pointe Woods, Michigan do hereby proclaim September 2016 as **Prostate Cancer Awareness Month** in the City of Grosse Pointe Woods, Michigan and urge all men in our community and throughout the country to become aware of their own risks of prostate cancer, talk to their health care providers about prostate cancer, and, whenever appropriate, get screened for the disease.

Mayor Robert E. Novitke
September 12, 2016



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
 August 31, 2016

OF COUNSEL
 CHARLES T. BERSCHBACK

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

RE: August 2016 Billing/DRB

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
7.27.16	Work on CDBG agreements and follow up phone calls (.50); election committee review (.25)	0.75
7.29.16	Work on COW and CC matters (1.00); FOIA work (.25); election work (.25)	1.50
8.1.16	Review of weekend packet (.75); ordinance work (.50)	1.25
8.5.16	Work on outside litigation, CC and COW matters (1.50); miscellaneous emails and TCs and letter correspondence (.75); follow up on citizen complaint (.50)	2.75
8.8.16	Review of weekend packet and follow up, FOIA work, citizen complaint, CC and COW work (1.50)	1.50
8.10.16	Attendance at Municipal Court (1.50); meetings with BJS and LKH, FOIA matters, internal process and procedures work (1.00)	2.50
8.11.16	Outside litigation work (.50)	0.50
8.12.16	CC and COW packet review, TCs and follow up (1.00); work on email issue (.25)	1.25
8.15.16	Review of court cases and follow up (.50); research regarding new legislation and case law (1.00); attendance at CC and COW meetings and preparation thereto (2.50)	4.00
8.16.16	Work on CC and COW matters (1.00); follow up on warrants and PSO investigations (.50)	1.50
8.17.16	Municipal Court and follow up (3.25); personnel issue work (2.50)	5.75
8.19.16	Meeting with LKH on CC and COW matters and follow up (1.25); personnel issues (.50); initial draft of audit letter (.75); initial review of proposals for liability insurance agreements (1.00)	3.50
8.22.16	Work on CC and COW items (1.00)	1.00
8.23.16	Review of "weekend" CC and COW packet and follow up (1.00); finalized DAI agreement (.25); follow up on court cases (.50)	1.75
8.24.16	Miscellaneous emails and TCs (.50); preparation for and attendance at COW and CC special meetings, final follow up thereto (4.00)	4.50
8.25.16	Continued follow up on COW matters (.75); citizen complaints (.50); initial drafting of letters regarding insurance coverage (1.00)	2.25
8.29.16	Review of court cases and follow up (1.00)	1.00

8.31.16	Attendance at Muninipal Court and follow up (2.00); CC and COW work (1.00)	3.00
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DRB = 40.25 hours x \$160.00	\$	6,440.00
BALANCE DUE:	\$	6,440.00

<u>Breakdown</u>	General	31.00
	Municipal Court	9.25
	Bldg/Planning Comm.	0.00
	MTT	0.00

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

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blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK
OF COUNSEL

August 31, 2016

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

RE: August Billing/ CTB Only

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
7.28.16	Work on water bill issue and agenda items (.50); meeting with GT and resident re: blight (.75); work on RL (.50)	1.75
7.29.16	TCs Churchills, blight case (.25)	0.25
8.1.16	TT draft of Kroger answer (.25); call on agenda and review (.25); work on RL (.75); TT; review of answers to interrogatories on Sunrise case, finalized Kroger answers (.50); attendance at Council meeting (.50)	2.25
8.2.16	Meeting re: RL (1.25); finalized water bill letters, TT re: Rivers (.25)	1.50
8.3.16	Calls on RL (.50); calls on new dog case and other Municipal Court cases (.50)	1.00
8.4.16	Attendance in Macomb Circuit Court on RL DEC action, attendance at deposition of Tutag and Ahee (6.00)	6.00
8.5.16	Work on RL (.25); calls on Municipal Court bench trial (.25); review of Sunrise answers (.25) TT answer to new residential appeal (.25); TC BN (.25)	1.25
8.8.16	TT Sunrise 2016 petition, review and prep of answer (.50); work on miscellaneous files (.50)	1.00
8.9.16	Municipal Court file review, calls, prep for bench trial (1.00)	1.00
8.10.16	Municipal Court a.m. docket (2.75); Municipal Court p.m. docket and bench trial (2.75)	5.50
8.11.16	Work on FOIA issue and AT&T Agreement (.50)	0.50
8.12.16	AT&T call and draft of letter on Video Services Agreement (.25); review GPN video for Municipal Court bench trial (.50); work on RL (.25)	1.00

8.15.16	Calls on Municipal Court cases (.50); work on RL, research, TC defense counsel, work on discovery requests (1.50)	2.00
8.16.16	Work on RL (.50)	0.50
8.17.16	Municipal Court docket, plea on bench trial, follow up (3.25)	3.25
8.18.16	Fibertech file review and letter (.50); meeting with attorney, FOIA review, meeting with Clerk (1.00)	1.50
8.19.16	Attendance at RL Wayne County motion to join Wayne County case granted, follow up (2.25); work on Fibertech (.25); work on FOIA issue (.25)	2.75
8.22.16	Meeting at Kroger, review of Local Off. Comp., email and calls, work on FOIA issue (1.25); meeting with Det Bur. For Municipal Court (.50)	1.75
8.23.16	Calls on fence issue; TC BN; TC Frank Schulte, review of contracts (.75)	0.75
8.24.16	Calls on Municipal Court matters (.25)	0.25
8.26.16	Work on RL (.50); conference call on Fibertech application (.25)	0.75
8.29.16	FOIA review for Det. Bureau; TC and email to GT (.25)	0.25
8.30.16	TC Dir. Kosanke, FOIA issue; TCs BS, FS, draft of letter on park pass issue (.50)	0.50
8.31.16	Municipal Court a.m. docket (2.00); meeting with various appointed officials and staff and follow up (1.00); work on AT&T Video Agreement and Fibertech Agreement (1.00); work on RL, calls and emails re: discovery (.50)	4.50

CTB = 41.75 hours at \$145.00 per hour	\$ 6,053.75
Plus Costs: Ahee Dep Transcript	\$ 269.43
Efiling Fees	\$ 36.05
TOTAL DUE:	\$ 6,359.23

TC - Telephone	GT - Gene Tutag
BJS - 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	25.50 hours
Municipal Court	14.25 hours
Building/Planning Commission	0 hours
Tax Tribunal	2.00 hours