

**CITY OF GROSSE POINTE WOODS**  
**20025 Mack Plaza**  
**Regular City Council Meeting Agenda**  
**Monday, October 3, 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. Proclamation – Chris Fenton
7. MINUTES
  - A. Council 09-19-16
  - B. Committee-of-the-Whole 09/26/16, 09/19/16
  - C. Historical Commission 07/14/16
  - D. Citizens Recreation Commission 06/14/16
  - E. Beautification Commission 08/10/16
  - F. Senior Citizens Commission 07/19/16,  
w/recommendation:
    1. Senior Citizens' Picnic Expenses
8. COMMUNICATIONS
  - A. Application for Permit/License to Solicit
    1. Application 09/21/16 – Jeff Wegner,  
Movement Film Studio
  - B. Purchase: Front-End Loader
    1. Memo 09/22/16 – Director of Public  
Services
  - C. Bank Account Signatories – Municipal Court
    1. Comerica Bank - Declaration for Deposit  
Accounts and Treasury Management  
Services, Municipal Court Cash Bond
  - D. Revised Monthly Financial Report – August 2016,  
Building Department
9. BIDS/PROPOSALS/  
CONTRACTS
  - A. Fibertech METRO Act Modification Request
    1. Letter 09/27/16 – City Attorney
    2. Summary of DAS/Small Cell License  
Agreement
    3. DAS/Small Cell License Agreement – Fiber  
Technologies Network LLC (“Fibertech”)
    4. Memo 09/27/16 – Building Official
    5. Photos (5)
    6. Email 09/28/16 – Judy Newkirk

- B. Non-Discrimination Plan
  - 1. City of Grosse Pointe Woods Title VI Non-Discrimination Plan
- C. Contract: WCA Assessing
  - 1. Letter 09/26/16 – City Attorney
  - 2. Assessment Contract
  - 3. Title VI Sub-Recipient Annual Certification Form

10. RESOLUTIONS

- A. Charitable Gaming License
  - 1. Email 09/21/16 – Lisa Fuller, President – Grosse Pointe Woods Foundation
  - 2. Letter 01/29/09 – Internal Revenue Service
  - 3. By-Laws of Grosse Pointe Woods Foundation
  - 4. Proposed Resolution

11. CLAIMS/ACCOUNTS

- A. City Attorneys
  - 1. Don R. Berschback
  - 2. Charles T. Berschback

12. NEW BUSINESS/PUBLIC COMMENT

13. 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.



COUNCIL  
09-19-16 - 120

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, SEPTEMBER 19, 2016, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:48 p.m. by Mayor Novitke.

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

Also Present: City Administrator Smith  
City Attorney Chip Berschback  
City Clerk Hathaway

Motion by Bryant, seconded by Koester, that Council Member McConaghy be excused from tonight's meeting.

Motion carried by the following vote:

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

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

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, Novitke, Shetler  
No: None  
Absent: McConaghy

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



1. City Council Minutes dated September 12, 2016.

Motion carried by the following vote:

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

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

1. Committee-of-the-Whole minutes dated September 12, 2016.

Motion carried by the following vote:

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

Motion by Koester, seconded by Granger, regarding **Funds Transfer – Lake Front Park Wages**, that the City Council approve a funds transfer from Forestry Services Account No. 101-465-702.000 in the amount of \$20,250.00 to Lake Front Park Account No. 101-774-702.000.

Motion carried by the following vote:

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

Motion by Koester, seconded by Granger, regarding **Monthly Financial Report – August 2016**, that the City Council refer this report to the Finance Committee.

Motion by Granger, seconded by Shetler, that the following document be received and placed on file:

1. Building Department Monthly Financial Report – August 2016.



Motion carried by the following vote:

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

Motion carried by the following vote:

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

The following representatives from **WCA Assessing Services** were in attendance at tonight's meeting and provided an overview:

Erin Powers and Doug Shaw  
Managing Directors, WCA Assessing

A question and answer session ensued regarding assessing services and a proposed Agreement. The City Clerk was asked to place an Assessing Services Agreement with WCA on the City Council agenda for October 3, 2016.

The Mayor issued **Proclamations** in recognition of Breast Cancer Awareness Month, Chris Fenton's retirement, and Childhood Obesity Awareness Week.

Motion by Granger, seconded by Koester, regarding **Labor Attorney**, that the City Council approve the following statement:

1. Keller Thoma 09/01/16 - \$2,963.15.

Motion carried by the following vote:

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

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

- Discussion ensued regarding the Grosse Pointe Chamber of Commerce's request for a letter in support of its Request for Proposal to obtain ownership of the three Santa Clause Parade floats, which are displayed in the Grosse Pointe Santa Claus Parade. There was a consensus of the Council to permit the Mayor to sign such a letter.
- Residents Ernest Kirk, 1784 Hampton, and Nevers Nazarko, 989 Woods Lane, spoke regarding DTE and their contractor, Infrasource, alleging damage is being caused to the City's infrastructure. The City Administrator was asked to follow-up with the City Engineer and Director of Public Services.

Motion by Bryant, seconded by Ketels, to adjourn tonight's meeting at 8:58 p.m.  
PASSED UNANIMOUSLY.

Respectfully submitted,

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Lisa Kay Hathaway  
City Clerk

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Robert E. Novitke  
Mayor



COMMITTEE-OF-THE-WHOLE  
09-26-16 - 49

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, SEPTEMBER 26, 2016, IN THE COMMUNITY CENTER-GARDEN 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  
City Attorney Charles Berschback  
City Clerk Hathaway  
Deputy Comptroller Murphy  
Deputy City Clerk Gerhart

Also in attendance was Kari Shea on behalf of Plante Moran.

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

Motion by Granger, 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

The Committee-of-the-Whole commenced interviewing the following applicants to fill the vacant Treasurer/Comptroller position:

1. Cathrene A. Behrens
2. Kelly Rau

The Chair declared a recess at 7:42 p.m., and reconvened at 7:58 p.m.

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

- There was a consensus of the committee to not interview any of the additional candidates who did not have government experience.
- There was a consensus of the committee to approve the Assumption Cultural Centers request to allow parking at Lake Front Park for the Senior Expo, pending approval of the Director of Public Services.
- There was a consensus of the Committee to schedule a Committee-of-the-Whole meeting on October 3, 2016 at 6:30 p.m., to review an additional candidate, and to determine if any additional candidates will be interviewed.



- The City Clerk was directed to check the references of the two candidates interviewed tonight.

Motion by McConaghy, seconded by Ketels, that the Committee recess the regularly scheduled Committee-of-the-Whole meeting at 9:13 p.m. and convene in Closed Executive Session for the purpose of reviewing and considering the contents of a confidential application for employment as requested by the applicant, 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:

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

The Committee-of-the-Whole reconvened in open session at 9:27 p.m.

There was a consensus of the committee to direct the City Clerk to schedule an interview with the candidate discussed in closed session, on October 3<sup>rd</sup> at 6:30 p.m.

Motion by Ketels, seconded by Shetler, that the meeting of the Committee-of-the-Whole be adjourned at 9:31 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

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Steve Gerhart  
Deputy City Clerk

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Robert E. Novitke  
Mayor

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, SEPTEMBER 19, 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, Shetler  
ABSENT: McConaghy  
ALSO PRESENT: City Administrator Smith  
City Attorney Chip Berschback  
City Clerk Hathaway  
City Assessor Colomobo

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

Motion by Granger, seconded by Koester, to excuse Council Member McConaghy from tonight's meeting.

Motion carried by the following vote:

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

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

The first item on the agenda was concerning the **Treasurer/Comptroller vacancy**. The Committee reviewed resumes received as of September 19, 2016. There was a concurrence of the Committee to eliminate all applicants that do not have government experience. Following discussion, there was a consensus of the Committee that the:

1. City Clerk set interviews with candidates #4 and #24 for a Committee-of-the-Whole Meeting on September 26, 2016;
2. Interviews be scheduled in one-hour time intervals (7 p.m. and 8 p.m.) to allow for forty-five minute interviews and questions, as well as a break;
3. Interview panel consist of City Council, City Attorney, City Administrator, City Clerk, Deputy Comptroller, and Kari Shea from Plante Moran. The City Clerk was asked to use an alternate recording secretary to record meeting minutes.

The City Clerk was asked to contact Plante Moran regarding the interviews. There was a consensus of the Committee to not use a written questionnaire.



Under New Business

- The Mayor distributed a flyer that the Senior Commission would like to distribute at the upcoming Assumption Greek Orthodox Church Senior Expo. Following a review, there was a consensus of the Committee to permit distribution of the flyer as long as no personal advertising is present.

Motion by Granger, seconded by Shetler, that the Committee recess the regularly scheduled Committee-of-the-Whole meeting at 7:16 p.m. and convene in Closed Executive Session for the purpose of discussing pending litigation at which time the Committee may or may not reconvene in regular session to address additional items as necessary, in accordance with the Open Meetings Act 1976 PA 267.

Motion carried by the following ROLL CALL vote:

Ketels	Yes
Koester	No
McConaghy	Absent
Novitke	Yes
Shetler	Yes
Bryant	Yes
Granger	Yes

The Committee-of-the-Whole reconvened in open session at at 7:39 p.m.

Motion by Bryant, seconded by Granger, that the meeting of the Committee-of-the-Whole be adjourned at 7:41 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

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Lisa Kay Hathaway  
City Clerk

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Robert E. Novitke  
Mayor



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JUL 21 2016

CITY OF GROSSE PTE. WOODS

City of Grosse Pointe Woods Historical Commission Minutes  
20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236  
Conference Room at City Hall  
July 14, 2016

Approved by Commission

9-8-16

7C

1. Call to Order

The regular meeting of the Grosse Pointe Woods Historical Commission was called to order at 7:39 p.m. by Secretary Becky Veitengruber.

2. Roll Call

**Present:** Mary Kaye Ferry, Shirley Hartert, Suzanne Kent, Lynne Millies, Sean Murphy, John Parthum, Frank Romano, Becky Veitengruber, Giles Wilborn

**Excused:** Del Harkenrider, Phil Whitman

**Absent:** Council Representative Mike Koester

3. Approval of Agenda

**Motion** by Ferry, seconded by Parthum, to amend the agenda for July 14, 2016 to add two additional items: MORSA and Memorial Day. Ayes: all. Motion carried.

**Motion** by Hartert, seconded by Kent to accept the agenda as amended for July 14, 2016. Ayes: all. Motion carried.

4. Approval of Minutes

**Motion** by Romano, seconded by Veitengruber, to approve the June 9, 2016 minutes as presented. Ayes: all. Motion carried.

5. Items

**A. Report of Treasurer:** Parthum reported that the commission balance is \$528.27 and the Cook Schoolhouse Project balance is \$5,165.11. The new budget for the 2016-2017 fiscal year is \$1,712.00.

**B. Cook Schoolhouse Project:**

1. Parthum shared that there is a GPW resident who would like to donate an 1870s pump organ to the commission, to be housed at the Cook Schoolhouse. Discussion followed.

**Motion** by Romano, seconded by Ferry, to thank the resident for the generous donation offer but based on the commission's inability to guarantee its integrity, to decline the offer. Ayes: 7. Abstain: 2. Motion carried.

2. Parthum reported that there was possible interest in 2 extra chalkboards that the commission has. The interested party has declined.

3. Open House:

a. Harkenrider, Kent, and Veitengruber will host July's open house on Saturday the 16<sup>th</sup> from 12:00-2:00 p.m.

b. The June 11<sup>th</sup> open house was hosted by Hartert, Millies, and Parthum. Visitors: 16. Donations received: \$1.

- C. Flag Retirement:** Hartert reported about this year's Flag Retirement Ceremony, held on Saturday June 11, 2016. The event was very poorly attended. The burn barrels arrived late, pushing back the start time of the ceremony. Hartert announced she is stepping down as chairperson for Flag Retirement. The commission discussed ways to increase attendance and participation. Discussion tabled for future meeting.
- D. MORSA:** Ferry shared thank you letter from MORSA committee. Commission reflected on the event from May 21, 2016.
- E. Memorial Day:** Commission reflected on this event from May 30, 2016. Commission agreed that the new set up and angling of chairs worked well.

**6. New Business**

Parthum noted that there are 2 more open house dates for the 2016 calendar year:  
Saturday, September 17<sup>th</sup> 5:00-7:00 p.m. with Kent and Murphy hosting  
Sunday, October 9<sup>th</sup> 12:00 – 2:00 p.m. with Romano and Wilborn hosting

**7. Public and Commissioner Comments**

- A.** Parthum shared with commission that he attended the June 20<sup>th</sup> city council meeting.
- B.** Parthum announced the need for a liaison on our commission who would be able to receive incoming requests from outside the commission, share information at upcoming meetings and reach out to outside party. (i.e. request for historical information, offers to donate items).

**8. Adjournment**

The meeting adjourned at 9:29 p.m.

Respectfully submitted:

Becky Veitengruber, Secretary

*The next meeting of the Grosse Pointe Woods Historical Commission will take place on  
September 8th, 2016 at 7:30 p.m. in the Conference Room at City Hall, 20025 Mack Plaza  
Drive, Grosse Pointe Woods, MI 48236*

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JUN 21 2016

Approved by Commission  
9/14/16



CITY OF GROSSE PTE. WOODS

## **Citizen's Recreation Commission Meeting Minutes**

Meeting of the Citizen's Recreation Commission held on June 14 2016 at  
Grosse Pointe Woods, Michigan

**CALLED TO ORDER: 7:04**

**PRESENT:**

Gib Heim  
Barb Janutol  
Tom Jerger  
Mark Miller  
Tony Rennpage  
Mike Soviak  
Christina Ventimiglia  
Amanda York

**ABSENT:**

Bill Babcock

**ALSO PRESENT:**

Nicole Byron, Richard Shetler Jr.

**Correction to May minutes:** Should read Recreation Commission and park passes to date 11,000.

**Motion** to accept the corrected minutes from May 10, 2016 by Mark Miller and seconded by Tony Rennpage.

Motion passed by the following vote:

Yes: Heim, Janutol, Jerger, Miller, Rennpage, Soviak, Ventimiglia and York.

No: None

Absent: Babcock

**COUNCIL MEETING REPORT:**

Joe Ahee is retiring as of June 30.

A Drone ordinance is being developed by the City Council.

An ordinance has been adopted by Council, regarding the storage of recycle bins.

The Jack Boni Perch Derby allocation has been approved.

**Supervisor's Report:**

The pool is up and running.

The swim team has begun practicing.

The trolley is fixed and running the regular schedule.



The activities' building parking lot is currently being repaired.

**OLD BUSINESS:**

**Jack Boni Perch Derby updates:**

Bill Babcock will order the hot dogs. Mark Miller will pick those up.

Ms. Byron will take care of the other food orders.

Tom Jerger will pick up ice the morning of the Derby.

Workers will begin set up at 9:00 am.

Lunch will be served at 11:30.

Lou's Pet Shop will be there at 11:30.

Tom Jerger will run the casting game

We will use part of the July meeting for assembling the "goody bags".

Members are still soliciting gift donations. They should inform Amanda York of any new donations.

Grosse Pointe North art club students will be there to do face painting.

Christina Ventimiglia will purchase the supplies for this.

Gib Heim will leave the weigh-in equipment with Barb Janutol to transport to the park.

Tony Rennpage and Mike Soviak will handle the weigh-in duties.

**NEW BUSINESS:**

Councilman Shetler again requested volunteers for the Music On The Lawn series.

**ADJOURNMENT:**

Motion was made to adjourn the meeting by Mark Miller and seconded by Gib Heim.

Motion passed by the following vote:

Yes: Heim, Janutol, Jerger, Miller, Rennpage, Soviak, Ventimiglia, and York,

No: None

Absent: Babcock

**Meeting Adjourned at 8:02p.m.**

The next regularly scheduled meeting will be at **7:00 p.m. on Tuesday July 12, 2016 in the conference room at City Hall.**

Respectfully submitted by:

Barbara Janutol, Secretary  
[bajanutol@gmail.com](mailto:bajanutol@gmail.com)

**RECEIVED**

**AUG 15 2016**

**CITY OF GROSSE PTE. WOODS**

**Beautification Advisory Commission  
Lake Room – GPW Community Center  
20025 Mack Plaza Dr., Grosse Pointe Woods  
Meeting – August 10, 2016 – 7:30 p.m.**

**Present:** Arslanian, Hage, Koester, McCarthy, Medura, Sauter, Stephens, Stewart

**Also Present:** Mathews

**Excused:** Casinelli, Hess, Hilton, Martin-Rahaim, Muccioli, Rozycki, Spreder

**Call to Order:** The meeting was called to order by Chairperson McCarthy at 7:30 p.m.

**Minutes:** The July 13, 2016 minutes were distributed and reviewed.

Motion by Stephens, seconded by Hage, to approve the July 13, 2016 revised minutes as corrected.

Motion carried by the following vote:

Yes: Arslanian, Hage, Koester, McCarthy, Medura, Sauter, Stephens, Stewart

No: None

Absent: Casinelli, Hess, Hilton, Martin-Rahaim, Muccioli, Rozycki, Spreder

**Treasurer's Report:** McCarthy presented the treasurer report.

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

Motion carried by the following vote:

Yes: Arslanian, Hage, Koester, McCarthy, Medura, Sauter, Stephens, Stewart

No: None

Absent: Casinelli, Hess, Hilton, Martin-Rahaim, Muccioli, Rozycki, Spreder

**Chairperson's Report:** none

**Awards Program:** Stephens provided an update on the Awards Night. Descriptions and pictures for residential award winners are needed. Volunteers were requested for write-up of businesses.

**Tile/Mugs Program:** none

**Flower Sale:** none

**Council Report:** none

**DPW:** Mathews provided a DPW update.

**Old Business:** None

**New Business:** McCarthy solicited for BAC information for upcoming October GPW Update.

Motion by Arslanian, seconded by Stephens, to adjourn the Beautification Advisory Commission meeting at 8:03 p.m.

Motion carried by the following vote:

Yes: Arslanian, Hage, Koester, McCarthy, Medura, Sauter, Stephens, Stewart

No: None

Absent: Casinelli, Hess, Hilton, Martin-Rahaim, Muccioli, Rozycki, Spreder

Respectfully submitted,

Rachelle Koester



Appraised RECEIVED  
by commission 9-10-16  
JUL 27 2016

SENIOR CITIZENS' COMM.  
JULY 19, 2016

7F

CITY OF GROSSE POINTE WOODS  
MINUTES OF THE REGULAR SENIOR CITIZENS' COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD  
ON TUESDAY, JULY 19, 2016 IN THE LAKE ROOM OF THE COMMUNITY CENTER, 20025 MACK PLAZA DRIVE, GROSSE  
POINTE WOODS, MI 48236

**CALL TO ORDER:** Chairperson Strek called the meeting to order at 7:02 p.m.

**ROLL CALL:**

Commission Members: Beeby, Hyduk, Gattari, Maier, Strek, Thornton, Uhlig-Johnstone, Wehrmann  
Also in Attendance: Todd McConaghy  
Absent: Motschall, Witt

**APPROVAL OF MINUTES:** Motion by Maier, seconded by Wehrmann, to approve the minutes of the Senior  
Citizens' Commission meeting held May 18, 2016. Said motion passed unanimously.

**CHAIRPERSON'S REPORT:** Strek announced that Rebecca Palen has resigned from the Senior Citizens' Commission  
due to increased business and family demands.

**COUNCIL REPRESENTATIVE  
REPORT:**

McConaghy stated that former Director of Public Safety, Bruce Smith, assumed the  
duties of City Administrator, replacing Al Fincham who retired in January. Frank Schulte  
is the new Director of Public Services, replacing Joe Ahee who retired in June. In  
anticipation of long lines on election day in November, the City has procured more  
voting booths and laptop computers. A new ordinance would require that red recycle  
bins must be stored in a garage, shed or behind the home.

**COMMUNITY  
REPRESENTATIVE'S REPORT:**

Senior Coordinator Kathy Norris submitted a report to McConaghy indicating that 49  
people participated in the Detroit Princess Cruise. Upcoming events include the  
Plymouth Art Show, Motor City Casino excursion and Tiger ballgame. The monthly  
Lunch and Movie afternoons continue to be popular as does the Monday Senior Cards  
afternoon. Kathy will be teaching Meditative Doodling in July and Watercolor Painting  
in August.

**TREASURER'S REPORT:** Wehrmann reported the Carry-Forward Budget Balance as of June 30, 2016 is \$1,247.  
The Council-Approved General Fund carries a balance of \$2,238.31.

Motion by Maier, seconded by Hyduk, to accept the Treasurer's Report as presented.  
Said motion passed unanimously.

Wehrmann indicated that since there will not be another Senior Citizens' Commission  
meeting prior to September, the Commission would like to request authorization by  
Council to allot funds for expenses relating to the Senior Citizens' Picnic.

Motion by Wehrmann, seconded by Maier, that this portion of these Minutes be  
immediately certified to reflect the Senior Citizens' Commission request of City  
Council to approve an allotment of an amount up to \$1,200 to be used for expenses  
related to the Senior Citizens' Picnic to be held at Lake Front Park on Saturday,  
September 10, 2016. Said motion passed unanimously.

NOTE

**S.O.C. REPORT:**

Uhlig-Johnstone reported there will be an Ice Cream Social at S.O.C headquarters on July 20<sup>th</sup> from 2:00 – 3:00 p.m. A Senior Fun Day will be held on August 11<sup>th</sup> with a theme of Joy and Life. S.O.C. will be participating in the Senior Expo to be held at Assumption Cultural Center on October 6<sup>th</sup>.

**NEW BUSINESS:**

A sub-committee for the Senior Citizens' Picnic to be held on September 10th includes Beeby, Wehrmann, Maier, Hyduk and Motschall.

A sub-committee for the Senior Expo to be held on October 6<sup>th</sup> includes Gattari, Thornton and Uhlig-Johnstone.

**Motion by Wehrmann, seconded by Thornton, to request that City Council approve an allotment of \$165.00 to be used for table rental and ¼ page program ad for the Senior Expo to be held on October 6, 2016 at Assumption Cultural Center. Said motion passed unanimously.**

Gattari distributed information on Life Remodeled, a program designed to clean up run-down neighborhood, one area at a time. The current project is the Denby community. Volunteers are needed to help clean up 300 Detroit city blocks surrounding the school. Days for Grosse Pointe volunteers are August 3<sup>rd</sup> and 6<sup>th</sup>.

**OLD BUSINESS:**

Wehrmann reported that \$253.38 was spent on the recent Ice Cream Social. Maier reported that the Survey Committee would like to present the results of the survey to Council, possibly in September.

**ADJOURNMENT:**

**Motion by Maier, seconded by Wehrmann, to adjourn the meeting at 7:57 p.m. Said motion passed unanimously.**

Respectfully submitted,

Mary Hyduk  
Recording Secretary



RECEIVED

SEP 21 2016

CITY OF GROSSE PTE. WOODS

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

8A

**APPLICATION FOR PERMIT/LICENSE – VENDOR/SOLICITOR/PEDDLER, ET AL**

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

Applicant: Jeff Wegner Birth Date:                       
Home address: 9000 E. Jefferson Ave #8-9 Detroit, MI 48214  
Telephone: 989-274-3896 Driver's License No.:                       
Business Name: Movement Film Studio Telephone: 989-274-3896  
Business Address: 9000 E. Jefferson Ave #8-9 Detroit MI, 48214  
Description of Business: Portrait Photography - video production.

Assistants:

Name	Address	Date of Birth
<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>	<u>                    </u>

If vehicle used, describe: 2014 Chrysler 300S OJUVQ44  
Year Make Model License Plate #

Other cities served: N/A

Years previously licensed in Grosse Pointe Woods: N/A

**VENDOR:** Valid for use from 9 a.m. to dusk or 7 p.m., local time, whichever occurs first, Sec. 10.224(e).

**REFUSE VENDOR:** Shall not collect, remove or cart away any materials between the hours of 10 p.m. and 6 a.m. the following morning, Sec. 10.221(a).

**SOLICITOR:** Shall not walk on residential or commercial lawns; must use sidewalk.

**NO PERSON:** Shall deliver or deposit residential handbills at any residential home or apartment where a sign or notice has been posted in a conspicuous location, which sign or notice states "no handbills" or "no vendors or solicitors." Sec. 10.295

**LICENSE:** The license issued shall expire on December 31 of the year issued. The license fee is to be paid at the time of issuance.

Signed: [Signature] Date: 9-21-16

State of Michigan )  
County of Wayne ) ss.

Subscribed and sworn to by Linda M. Mowen  
before me on the 21 day of September, 20 16

Linda M. Mowen  
Signature of Notary Public  
My Commission expires: 4-17-2022

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



RECEIVED  
SEP 26 2016  
CITY OF GHOSSE PTE. WOODS

88

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services BS

DATE: September 22, 2016

SUBJECT: Purchase – Komatsu WA200-7 Wheel Loader with Attachments

The 2016/17 budget included \$265,000.00 for the purchase of a new street sweeper. Reviewing the lifespan and condition of the current street sweeper, we believe that replacing the sweeper could be postponed for at least one to two years. After reviewing the condition of other DPW equipment we determined that a better choice would be to purchase a new front-end loader. The DPW's 1997 JCB front-end loader is 19 years old and continually needs repair. It has many mechanical issues, has caught on fire, and has a bad transmission. This piece of equipment has reached its useful life span and needs to be replaced to assist with department efficiency. The front-end loader is used on a daily basis for loading trucks with dirt, water main break materials, salt for winter roads and picking up leaves and is a critical piece of equipment for the DPW.

AIS Equipment Corporation has provided a quote in the amount of \$183,411.00 (after a \$16,000.00 trade-in allowance for the 1997 JCB loader) for a new Komatsu WA 200 front-end loader including all standard equipment, an hydraulic front quick release coupler, 48" construction forks with 60" carriage for lifting heavy pallets of material, a Tink model 720 leaf claw bucket, and a new snowplow. The reliability of this new loader with the attachments will increase department productivity. It can assist with curbside leaf pickup in the fall and will improve the ability to clean parking lots and cul-de-sacs throughout the city during snow events.

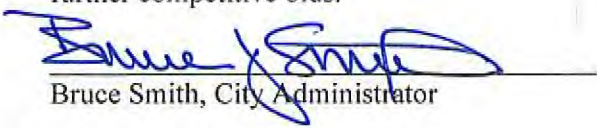
The Komatsu WA200-7 Wheel Loader, including attachments, sold in the State of Michigan is priced in accordance with governmental state contract #071B1300081 effective through December 31, 2016. This is a cooperative purchase contract. State law allows any government agency in the state to buy off of 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 Komatsu WA200-7 Wheel Loader with all attachments from AIS Construction Equipment Corporation, 3600 North Grand River Ave., Lansing, MI 48906 in an amount not to exceed \$183,411.00. This is not a budgeted item in the 2016/2017 fiscal year budget but will replace the street sweeper that is included in the 2016/2017 fiscal year budget in general ledger account 226-528-977.000 in the amount of \$265,000.00.

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

c.c. Shawn Murphy  
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

9/23/2016  
Date

OK S. Murphy  
9/28/16.

Council Approval Required



Division of AIS Equipment  
3600 North Grand River Avenue  
Lansing, MI 48906  
Telephone: (517) 321-8000

September 20, 2016

City of Grosse Pointe Woods  
1200 Parkway Dr.  
Grosse Pointe Woods, MI 48236  
Attn: Frank Schulte

### Formal Proposal

#### One New Komatsu WA200-7 wheel loader with:

- \* 128 HP Tier 4 interim diesel engine – no DEF
- \* Enclosed cab with heater and air conditioning
- \* 20.5-R25 XHA L3 Michelin tires w/spare
- \* Electronically Controlled Suspension System
- \* Multi-function mono-lever control
- \* Lights- Stop and tail, and turn signals
- \* Work lights- front and rear
- \* Radio, AM/FM speakers and auxiliary jack
- \* Fan, auto-reverse, hydraulic driven
- \* One year full machine warranty
- \* 3 year or 2,000 hr. preventative maintenance
- \* All Standard Equipment
- \* General Purpose qfit bucket, 2.5 cu. yd.
- \* 10' power wing plow
- \* Factory freight
- \* Delivery to GPW, MI
- \* Auto idle shutdown
- \* Front & Rear wiper/washer
- \* Seat, heated air suspension type
- \* Electrically heated rear window
- \* Voltage converter (5 amp, 12 volt x2)
- \* Back-up light, rear
- \* Back-up alarm
- \* Batteries, 2 x 12 volt, (110 Ah), (950 CCA)
- \* Rear view camera
- \* Fenders, front and rear full w/mud guards
- \* Komtrax satellite monitoring system
- \* LED safety lights – front and rear – Qty 4
- \* Hydraulic front quick coupler
- \* 48" Construction forks w/60" carriage
- \* Tink model 720 leaf claw bucket
- \* PDI Pre-delivery prep

List Price:	\$278,727
Less 34% MiDeal contract #071B1300081 discount:	<u>-\$83,618</u>
MiDeal contract purchase price:	\$195,109
2% MiDeal fee:	\$3,902
Delivery to GPW, MI:	\$400
Less trade-in of JCB 416 s/n 529530 w/attachments:	<u>-\$16,000</u>
Net Price:	\$183,411

\*

Does not include any applicable sales tax.

Sincerely,

Greg Doyal  
Sales Manager – CEC Group  
Phone: 810-499-1332  
Email: gdoyal@aisequip.com





# KOMATSU®

## WA200-7

Tier 4 Interim Engine

# WA200

### NET HORSEPOWER

126 HP @ 2000 rpm  
94 kW @ 2000 rpm

### OPERATING WEIGHT

25,199 – 26,070 lb  
11430 – 11825 kg

### BUCKET CAPACITY

2.2 – 3.1 yd<sup>3</sup>  
1.7 – 2.4 m<sup>3</sup>



PHOTOS MAY INCLUDE OPTIONAL EQUIPMENT



WA200

## WALK-AROUND

WA200-7



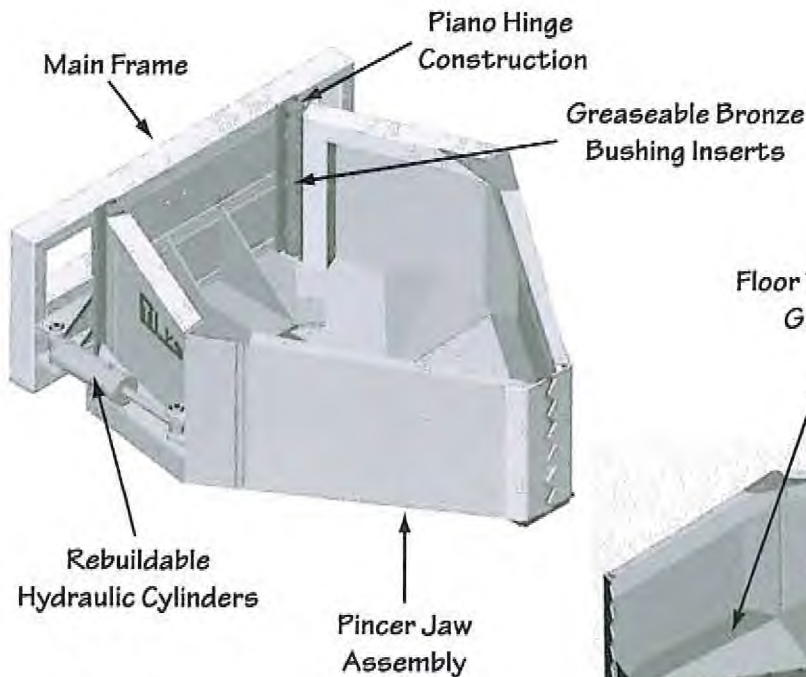
Photos may include optional equipment







# DESIGN FEATURES



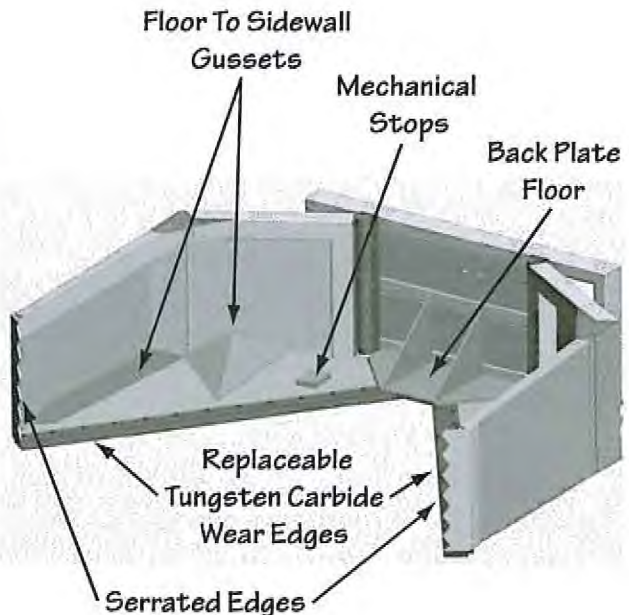
## Tink 720 Claw

A special loader bucket that scoops leaves and loose garden waste out of the gutter and into disposal trucks at lower costs. The Claw can be mounted on most 1¼ to 2½ yard wheel loaders.

**The Pincer Jaw Assembly** is constructed of structural steel tubing welded together to form rigid rectangular frames. The framework is covered and strengthened with steel side panels. The serrated front edges assist in grasping and pinching materials.

**Wear Provisions** The underside of the Claw, which makes frequent contact with asphalt and other hard surfaces, is equipped with replaceable tungsten carbide blades that absorb a majority of the abrasion and wear. Tungsten carbide is an extremely hard material that is incorporated into the replaceable edges to combine the highest wear and abrasion resistance possible with strength and impact resistance.

**Piano-Hinge Construction** The pincer jaw assembly is attached to the main frame with a 3 inch diameter piano-hinge that features a 1½ inch pin that won't shear on impact. More importantly the large diameter provides a vast amount of wear surface to promote long lasting life. The hinges include greasable bronze bushing inserts.



**Hydraulic System** The rebuildable twin cylinders that open and close the Claw are capable of developing pinch force necessary to grasp and hold materials too long or bulky to fit within the pincer bucket. The cylinders have a 4 inch bore, an 8 inch stroke and a 1½ inch chrome hardened rod. Mechanical stops prevent cylinder damage by not allowing the cylinders to over extend during the Claw's duty cycle.

When the pincer jaws make contact with an immovable object the hydraulic cross over relief valve senses the obstruction and diverts the fluid away from the cylinders. This automatic action minimizes cylinder damage and premature hydraulic system failure.

The flow divider distributes an equal amount of hydraulic fluid to each cylinder ensuring that the pincer jaws operate evenly and simultaneously.

The 720 Claw hydraulic system is designed for machines having 8 to 50 gpm and 1500 to 3800 psi.

Prices and specifications are subject to change without notice.

TINK, Inc. • 2361 Durham Dayton Hwy • Durham CA 95938 • 800-824-4163 • © 2002





# Construction Utility Forks

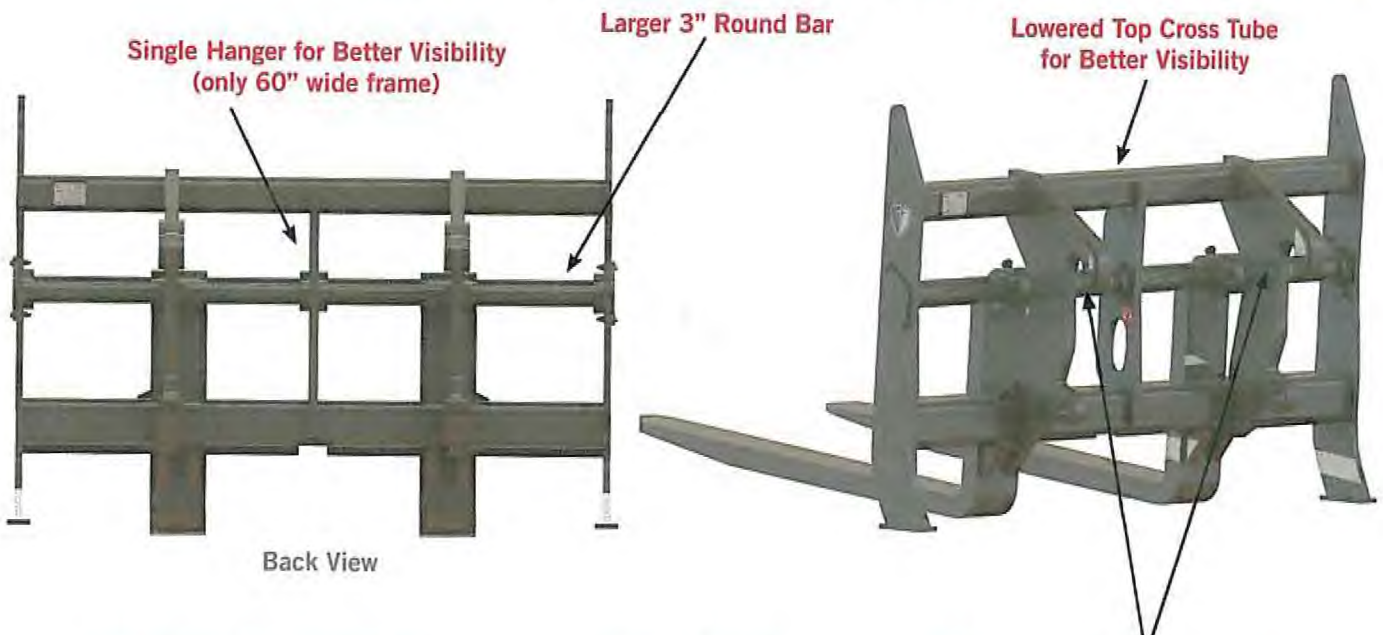
New Heavy Duty design replaces previous CUF and CUFSD offerings in the 200-500 classes

JRB Construction Utility Forks by Paladin turn wheel loaders into heavy-duty material handling machines to safely transport large loads of construction-related materials.

Safely navigate job sites carrying construction materials like pallets, pipes and related equipment with our rugged, newly designed CUFs.

Perfect for construction or utility projects. Our standard offering includes many popular sizes and configurations in both manual and hydraulic operation formats.

Special order carriage width and tine length available upon request. Call JRB for sizing, pricing, and availability.



Easy Manual Tine Placement  
(Hydraulic option available)

Reduced Weight  
Excellent Visibility

JRB Quick Hitch Mount Standard,  
Pin-On Mount available



The Power of Combined Excellence®

BRADCO CP CUSTOMWORKS FFC HARLEY J:B McMILLEN SWEEPSTER











# Declaration for Deposit Accounts and Treasury Management Services

City of Grosse Pointe Woods  
Municipal Court Cash Bond

8C

## Declaration

1. This declaration applies to (check only one):

(a): ☒ Only the following Account Number(s): 1840006041

(b): ☐ ALL Accounts opened on or after the date this declaration is given to Comerica Bank except for new Accounts that this entity ("Customer") provides Comerica Bank a different Declaration specifically for the new Account to be opened.

(c): ☐ All Accounts in existence (this Declaration replaces prior Declarations) and opened in the future from the date Declaration is given to Comerica Bank except for new Accounts that this entity provides Comerica Bank a different Declaration specifically for the new Account to be opened.

This declaration supersedes all prior Declarations, Resolutions, Authorizations and the like for the Accounts designated above.

2. Comerica Bank is designated as a depository bank and treasury management service provider.
3. Unless their authority is limited, the persons or titles listed below are individually authorized to do the following for and on behalf of the above named Customer: (a) enter and execute the Business Deposit Account Signature Document or any other Comerica acceptable signature card; (b) designate Authorized Signers on a Business Deposit Account Signature Card or any other Comerica acceptable signature card which means that such Authorized Signers can: (i) execute any agreements or documents for the use of any transfer service and/or non-transfer service offered through telephone, IVR, Comerica Web Banking® or Comerica Web Banking for Small Business® on behalf of and for the Customer; (ii) execute any agreements or documents for the use of any ATM or debit card on behalf of and for the Customer; and (iii) issue payment orders and/or funds transfers as set forth in the Comerica Business and Personal Deposit Account Contract, which include, but are not limited to, in person wires at a banking center and telephone internal funds transfers to or from an account of the Customer; (c) conduct all types of banking transactions available for the accounts that is allowed for Authorized Signers under this Declaration, applicable signature card and the Comerica Business and Personal Deposit Account Contract; and (d) execute contracts/agreements for financial services, including, but not limited to, treasury management agreements. However, if the box "Conduct Account Transactions Only" is checked next to the name or title of the person, then such person can only act in the capacity of an Authorized Signer, which includes doing the actions in (b) of this Paragraph 3.

NAME OR TITLE	CHECK AS APPLICABLE: LIMITED AUTHORITY		NAME OR TITLE	CHECK AS APPLICABLE: LIMITED AUTHORITY	
	Enter Contracts Only	OR Conduct Account Transactions Only		Enter Contracts Only	OR Conduct Account Transactions Only
SUSAN L. TOBIN	<input checked="" type="radio"/>	<input checked="" type="radio"/>		<input type="radio"/>	<input type="radio"/>
BETH MIRO	<input type="radio"/>	<input checked="" type="radio"/>		<input type="radio"/>	<input type="radio"/>
	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>

(Attach additional pages if more than 6 authorized signers)

4. Customers will duly certify as Comerica Bank may require, the names and/or signatures of Authorized Signers and Contract Signers. If Comerica Bank requires new Signature Documents because of changes to Authorized Signers, Customers shall provide new Signature Documents. Customer indemnifies and holds Comerica Bank harmless from all loss and costs incurred as a result of its reliance on Signature Card Documents and certification of signatures and titles provided by Customer to Comerica Bank.
5. Customer agrees to be bound by the terms of the Comerica Bank Business and Personal Deposit Account Contract and Treasury Management contracts. All funds in the Customer's Account with Bank may be paid out, transferred or withdrawn when requested by any Authorized Signer whether creating an overdraft or not, without inquiry as to the circumstance of issue or disposition of the proceeds thereof, whether drawn to the individual order, or tendered in payment of individual obligations, or deposited or transferred to the personal accounts of any Authorized Signer/Authorized Representative.
6. This Declaration and the representations contained herein shall continue in force and effect until written notice of their amendment or cessation is received by Bank. Such notice shall not become effective until Bank has had reasonable time (not less than one business day) to act upon the notice. All agreements or documents previously executed and acts previously done to carry out the purposes of this Declaration are ratified, confirmed and approved as the acts of Customer and will be binding upon the customer.

**FOR BANK USE ONLY**  
Date Received by Bank: \_\_\_\_\_ Received by (enter initials): \_\_\_\_\_ Received by (BC #): \_\_\_\_\_



**BUSINESS DEPOSIT ACCOUNT SIGNATURE DOCUMENT- Michigan**

<b>Account(s) Registration:</b> City of Grosse Pointe Woods Municipal Court Cash Bond	<b>For Account Number(s):</b> 184006041	<b>Type(s):</b>
<b>Account(s) Address:</b> 20025 Mack Plaza Grosse Pointe Woods, MI 48236	<b>Bank Use Only:</b> Opening Date	<b>Opened by:</b> Effective Date
	<b>Approved by / Date</b>	<b>Office No.</b> 161

**ACCOUNT OWNER (BUSINESS ENTITY) INFORMATION**

<b>Taxpayer/Employer Identification Number (TIN/EIN)</b>	38-007129
--	-----------

The capitalized terms and the words "you" and "your" used on this Business Account Signature Document have the same meaning given to them in the Comerica Business and Personal Deposit Account Contract ("Contract").

**ACCOUNT TERMS AND CONDITIONS: ACCOUNT TERMS, INCLUDING ALL SERVICES AND PRODUCTS SELECTED, AND CONDITIONS**  
By signing this Business Account Signature Document in the AUTHORIZED SIGNATURE(S) box below, you agree:

The Contract terms will apply to the Account(s) and related services and products designated on this Business Account Signature Document; (which includes a Fee Brochure, Card-IVR Application Receipt, and, an APY disclosure, if applicable) which you have received;

1. There are no unwritten agreements about overdraft protection or any other matter related to the Account(s);
2. The signature and/or name of each Authorized Signer has been placed on this Business Deposit Account Signature Document or an approved attachment to this Business Deposit Account Signature Document and you will provide the Bank with timely information of any changes to Authorized Signers;
3. Any dispute regarding the Account(s) that cannot be resolved without formal litigation will be resolved in the manner described in the Contract;
4. **THAT YOU HAVE THOROUGHLY REVIEWED THIS BUSINESS ACCOUNT SIGNATURE DOCUMENT TO ENSURE ALL PRODUCTS AND SERVICES YOU HAVE CHOSEN ARE INCLUDED AND THAT NO OTHER PRODUCT OR SERVICE WILL BE PROVIDED except to the extent You and the Bank execute other written agreements for other products and/or services; and**
5. That you have reviewed and consent to the provisions of the Electronic Banking Product, Business Check Card/ATM/IVR Application, and Web Banking®, Web Bill Pay®, Quicken®, Quicken® with Bill Pay, QuickBooks® or QuickBooks® with Bill Pay receipt(s) if applicable.

**THE NAMES OF THE AUTHORIZED SIGNERS AND/OR AUTHORIZED SIGNATURES OF PEOPLE THAT MAY CONDUCT ACCOUNT TRANSACTIONS (TREASURY MANAGEMENT SERVICES AND TRANSACTIONS ARE COVERED BY SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND THE BANK.)**

**AUTHORIZED SIGNATURES**

Signature	Name	Date	Title	Identification No/Type (as Bank requires)
	Susan L. Tobin	9/26	Court Administrator	
	Beth Miro	9/26	Deputy Court Clerk	

☐ Attachments. Attach additional names and signatures, including Simulated Signatures.



**ACCEPTANCE OF ABOVE DESCRIBED PRODUCTS/SERVICES AND TERMS AND CONTRACT TERMS**

The undersigned is/are authorized by the Account Owner to enter into this Contract on behalf of the Account Owner:

Second Authorized Agent, if required by Customer

Susan L. Tobin

Signature

Susan L. Tobin

Name

Court Administrator

Title

9/26/2016

Date

Beth Miro

Signature

Beth Miro

Name

Deputy Court Clerk

Title

9/26/2016

Date

**Certification of signatures and/or names of Authorized Signers and authorized agents:**

The signatures and/or names of the persons identified above as Authorized Signers and authorized agents are those of the persons identified. Such persons are authorized by the Account Owner to act in the capacity as indicated in the following: (i) the Contract; (ii) this Business Deposit Account Signature Document; and (iii) the Declaration for Deposit Accounts and Treasury Management Services or other resolution, declaration or authorization acceptable to Comerica Bank.

CITY CLERK

Signature

Date

Title (Corp Secretary, Partner, LLC Manager/Member or Sole Proprietor)

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (SUBSTITUTE FORM W-9)** *The IRS does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.*

I have read the detailed instructions concerning backup withholding and taxpayer identification numbers and I CERTIFY UNDER PENALTIES OF PERJURY THAT (1) the number shown on this Business Signature Document is my correct taxpayer identification number and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS notified me that I am no longer subject to backup withholding and (3) I am a U.S. citizen or other U.S. person (including a U.S. resident alien) and (4) I am exempt from FATCA reporting (Foreign Account Tax Compliance Act). (Instructions to signer: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return.)

Note: Exempt recipients, as described in Section 1.6049(c) of the Federal Tax Regulations, are not subject to backup withholding. Non U.S. persons (nonresident aliens) who are not subject to backup withholding are required to sign the appropriate form W-8 or Substitute W-8BEN Bank form.

Authorized Agent

Signature

Date

Rev. 07.23.2014

COMPLETE APPROPRIATE CERTIFICATE SECTION FOR YOUR ENTITY TYPE

**Municipality / Public Body**

I hereby certify to Bank that I am the (check one):

☐  
☐  
☐

Secretary/Assistant Secretary  
Trustee  
Treasurer

☒  
☐  
☐

Clerk  
Administrator  
Director

☐  
☐  
☐

Board Member/Executive  
Manager  
Chairman

☐

Other

of the Municipality/Public Body named above ("Customer") which is duly organized and existing under the laws of the STATE OF (check one): ☐ (AZ) ☐ (CA) ☐ (FL) ☒ (MI) ☐ (TX) ☐ (OTHER) \_\_\_\_\_

- that the Declaration above is a true and correct copy of the minutes duly adopted at a meeting of the (e.g. City/Township Counsel, Board of Trustees, Operating Committee), at which time a quorum was present and voted
- that the persons named above have been duly elected/appointed to the office set opposite their respective name(s) and that they continue to hold these offices at the present time
- and that the Resolution:
  1. does not contravene any provisions of the charter or by-laws of the Customer
  2. has been recorded in the minute book of the Customer and
  3. is now in full force.

In Witness Whereof, I have hereunto affixed my name as City Clerk (write in title checked above) and have caused the corporate seal, if any, to be affixed this \_\_\_\_\_ (Date)

Signature: \_\_\_\_\_  
(this signature is always required)

☐ Check this box if the person who signed above IS the only Authorized Signer

If the box IS checked then any other elected official of the Municipality/Public Body (other than the person that signed above) signs below and certifies:

"As an elected official of said Municipality/Public Body I hereby certify that the foregoing is a copy of the Resolutions or minutes adopted as set forth above and that the same are now in full force and do not conflict with any by-laws or charter of the Customer."

\_\_\_\_\_  
Signature of Elected Official other than the person that signed above  
(Required ONLY if the person IS the only Authorized Signer)

\_\_\_\_\_  
Title of Elected Official

\_\_\_\_\_  
Date



8D

RECEIVED  
SEP 20 2016  
CITY OF GROSSE PTE. WOODS

**City of Grosse Pointe Woods  
BUILDING DEPARTMENT  
Monthly Financial Report – AUGUST 2016**

Permits Issued: 240  
Rental Certificates: 22                      Total: \$34,772

**CODE ENFORCEMENT**

Abandoned/Foreclosure Compl. Notices Issued:	0
# of Complaints Investigated by Code Enforcement:	33
Closed Due to Compliance:	26
Open for Longer Compliance Time:	7
Citations Issued:	5
Early Trash Notices:	4
Code Violation Notices to Residents:	41
Tall Grass Notices Issued:	26
Stop Work notices to Contractors (working w/o permit):	13
Outside Storage:	16

**NEW BUSINESS**

None

RECEIVED  
SEP 19 2016  
CITY OF GROSSE PTE. WOODS

**City of Grosse Pointe Woods  
BUILDING DEPARTMENT  
Monthly Financial Report – AUGUST 2016**

Permits Issued: 240  
Rental Certificates: 22                      Total: \$286,609

**CODE ENFORCEMENT**

Abandoned/Foreclosure Compl. Notices Issued:	0
# of Complaints Investigated by Code Enforcement:	33
Closed Due to Compliance:	26
Open for Longer Compliance Time:	7
Citations Issued:	5
Early Trash Notices:	4
Code Violation Notices to Residents:	41
Tall Grass Notices Issued:	26
Stop Work notices to Contractors (working w/o permit):	13
Outside Storage:	16

**NEW BUSINESS**

None



**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  
ALSO ADMITTED IN FLORIDA

9A  
RECEIVED  
SEP 27 2016  
CITY OF GROSSE PTE. WOODS

DON R. BERSCHBACK  
OF COUNSEL

September 27, 2016

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

RE. Fibertech METRO Act Modification Request  
Agenda Item October 3, 2016

Dear Honorable Mayor and Council:

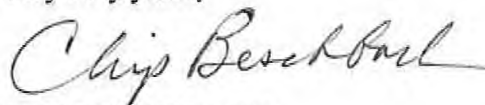
Fibertech has an existing METRO Act Permit with the City dated July 30, 2014. In a letter dated June 29, 2016, they requested that the City allow certain "modifications" to the METRO Act.

Upon review of the application, it was determined that there is a small amount of additional fiber optic line which would be covered by the Metro Act. More importantly, two small antennas would be placed on DTE utility poles. In a previous letter to the Council from the 2014 METRO Act application, I made clear that the METRO Act only applied to the actual fiber optic lines, and that currently these small "Distributed Antenna Systems" (DAS) are not included under the Act.

I am working with our telecommunications attorney Mike Watza on this application and have submitted a License Agreement to Fibertech regarding installation of the DAS. I have attached a negotiated red-lined agreement which is acceptable to Fibertech. An executive summary of the License Agreement is attached to this letter for future reference.

It would be my recommendation that the Council grant the application of Fibertech to modify the existing METRO Act permit to allow additional lines in accordance with their application, and to authorize the City Administrator to sign a License Agreement related to the distributed antenna systems. Fibertech would also comply with all applicable ordinances and make appropriate arrangements with the City's engineering and building department. Thank you.

Very truly yours,



CHIP BERSCHBACK

CTB:nmg  
Enclosure

cc: Bruce Smith  
Lisa K. Hathaway  
Frank Schulte  
Gene Tutag

## **SUMMARY OF DAS/SMALL CELL LICENSE AGREEMENT**

Paragraph 1.11: The DAS cells are approved only as described in Exhibit A to this current Petition. Any additional installations would require future Council approval.

Paragraph 2.0: The termination of this Agreement is identical to the termination of the METRO Act Permit which goes on for several five year terms.

Paragraph 3.1: This details the right to install, again only on those poles identified in Exhibit A. It does not give any rights to use any poles not owned by the City, it provides a license to use the right of way. It again makes clear that this approval only applies to Exhibit A.

Paragraph 3.1.1: This provides language that would allow the City to deny an installation based on reasonable regulatory factors, scarce physical space, potential interference with other facilities, and the public safety provided that such grant shall not be unreasonably withheld.

Paragraph 3.4: Provides for removal of networks no longer being used.

Paragraph 3.6: Provides for possible relocation under certain circumstances.

Paragraph 4.3: The City reserves any and all powers it may have to regulate these networks based on all applicable laws.

Paragraph 5.0: Provides indemnification language.

Paragraph 6.0: Insurance to be maintained in accordance with the METRO Act Permit.

Paragraph 7.0: License fees including a one-time administration fee \$2500.00 and a monthly fee \$50.00 per pole.

Paragraph 8.0: Details work standards.



# **DAS/SMALL CELL LICENSE AGREEMENT**

**BETWEEN**

**THE CITY OF GROSSE POINTE WOODS**

**and**

**FIBER TECHNOLOGIES NETWORK L.L.C. ("Fibertech")**

**THIS LICENSE AGREEMENT ("AGREEMENT") DATED AS OF THIS \_\_\_\_ DAY OF \_\_\_\_, 2016, IS ENTERED INTO BY AND BETWEEN THE CITY OF GROSSE POINTE WOODS, A MUNICIPAL CORPORATION ("CITY"), AND FIBER TECHNOLOGIES NETWORK L.L.C., ("LICENSEE").**

**WHEREAS**, the City has made significant investments of time and resources in the acquisition and maintenance of the public ways and such investment has enhanced the utility and value of the public ways; and

**WHEREAS**, the public ways within the City are used by and useful to various types of entities, including Licensee and others engaged in providing telecommunications services to citizens, institutions, and businesses located in the City; and

**WHEREAS**, the right to access and/or occupy portions of such public ways for limited times, for the business of providing telecommunications services, is a valuable economic privilege, the economic benefit of which should be shared with all the taxpayers of the City at market rates; and

**WHEREAS**, beneficial competition between providers of communications services can be furthered by the City's provision of grants of location and rights to use the public ways on non-discriminatory and competitively neutral terms and conditions; and

**WHEREAS**, LICENSEE is a Competitive Access Provider engaged in installing facilities related to and/or providing various telecommunications services within the City by means of fiber connected Distributed Antenna Systems or other Small Cell Facilities (DAS/Small Cells or DAS Small Cell Networks); and

**WHEREAS**, LICENSEE'S telecommunications services would be aided if it were able to exercise the valuable economic and special privilege of using the public ways in a manner not enjoyed by the general public; and

**WHEREAS**, LICENSEE desires to physically install and occupy portions of the public way with its network facilities and transmission lines to operate its LICENSED DAS/Small Cells; and

WHEREAS, LICENSEE has or will contemporaneously with this agreement seek and obtain a Metro Act Permit for the transmission line portion of its DAS/Small Cells pursuant to 2002 PA 48;MCL 484.3101 et seq;

WHEREAS, LICENSEE is agreeing to compensate the City for installation and/or operation of all antennas, supporting structures for antennas, equipment shelters, poles or houses associated with DAS/Small Cells, due to the parties' lack of consensus regarding the -and-as specifically excluded from application of the Metro Act at section 2(j) thereof, in exchange for a grant of location and the right to use and physically occupy portions of the public way for the limited purposes and times set forth below;

WHEREAS, the City grants this license pursuant to its franchise authority and obligations to its residents found in Art IIV Section 29 of the Michigan Constitution of 1963;

WHEREAS, the Licensee is licensed by the Federal Communications Commission ("FCC") to provide cellular phone and wireless data services within the jurisdictional limits of the City and, due to current or anticipated use of that service, the Licensee needs to add capacity in certain areas of the City to its cellular phone and wireless networks, which added capacity can be addressed by adding small antennae and related appurtenances within the targeted areas,

NOW THEREFORE BE IT RESOLVED, in consideration of the terms and conditions contained in this Agreement, the City and LICENSEE do hereby agree:

THIS AGREEMENT IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

#### 1.0 DEFINITIONS

Except as otherwise defined herein, the following terms shall, when capitalized, have the meanings given below:

1.1 "Agency" means any governmental agency or quasi-governmental agency other than City, including, but not limited to, the Federal Communications Commission (FCC) and the Michigan Public Service Commission, Metro Authority or Local Community Stabilization Authority .

1.2 "Grant" when used with reference to grant or authorization of the City, means the prior written authorization of the City of Grosse Point Woods (and/or its various boards and commissions) unless another person or method for authorization is specified herein or under applicable law. Grant does not mean "Approval" as contemplated in various FCC determinations related to subsequent collocation requests which are expressly not granted by this license.

1.3 "Business Day" means any Day other than a Saturday, Sunday, or Day observed as an official holiday by the City.



1.4 "Day" means any calendar day, unless a Business Day is specified. For the purposes hereof, if the time in which an act is to be performed falls on a Day other than a Business Day, the time for performance shall be extended to the following Business Day. For the purposes hereof, the time in which an act is to be performed shall be computed by excluding the first Day and including the last.

1.5 [Reserved]

1.8 "FCC" means the Federal Communications Commission.

1.9 "Hazardous Material" means any substance, waste or material which, because of its quantity, concentration or physical or chemical characteristics is in fact or deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

1.10 "Law" or "Laws" means any federal, state or local statute, ordinance, resolution, regulation, rule, tariff, administrative order, certificate, order, or other lawful requirement in effect either at the time of execution of this Agreement or at any time during the period the DAS/Small Cells are located in the Public Rights-of-Ways.

1.11 "DAS/Small Cells" means any and all telecommunication facilities or related equipment installed and/or operated by LICENSEE for the provision of telecommunication services to its customers, including cables, antennas, brackets, devices, conduits, poles, shelters, houses, cabinets and all other related equipment to be deployed, installed and/or operated by LICENSEE as described in Exhibit A attached hereto.

1.12 "Person" means an individual, a corporation, a partnership, a sole proprietorship, a joint venture, a business trust, or any other form of business association or government agency.

1.13 "Public Ways" or "Public Rights-of-Way" means the areas in, upon, above, along, across, under, and over the public streets, sidewalks, roads, lanes, courts, ways, alleys, and boulevards; ~~buildings and any other public places owned by and~~ within the City as the same now or may hereafter exist and which are under the permitting jurisdiction of the City.

1.14 "Release" when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing improvements or any improvements constructed hereunder by or on behalf of LICENSEE.

1.15 "Services" means those services provided by or through DAS/Small Cells LICENSEE as specifically identified in the attached detailed plans and specifications See Exhibit A. If the City grants the provision of any other services by LICENSEE, upon such grant, the definition of "Services" shall automatically be revised to include any such

grant of additional services. Unless specifically expressed in this agreement, Service does not mean video service of any kind.

**1.16** "Poles" means light poles, wooden power poles, traffic light poles, highway sign poles, utility poles, lighting fixtures or other similar poles located in the Public Way owned by the City or Licensee or following transfer from the City or other third parties and may refer to such facilities in the singular or plural, as appropriate to the context in which used. The term poles excludes any historically or architecturally significant poles owned by the City located on public ways or, other similar street features.

## **2.0 TERM OF AGREEMENT**

The term of this Agreement shall commence on the date of execution by the City ("The Commencement Date") and shall end on the termination date of the METRO ACT Permit signed by the City on July 31, 2014. It is intended that this LICENSE be coterminous with the Metro Act Permit issued relative to this same project.

Upon written application to City delivered no later than one year before the end date of the term of this LICENSE, the LICENSEE may request to amend this LICENSE to extend the end date to a proposed new date. Assuming the licensee has met all conditions of the LICENSE and performed to City's satisfaction in providing the Services in the City, and assuming that City believes extension of the term of this license would be in the public interest, the term end date of this LICENSE may be extended subject to reasonable modifications of other LICENSE terms and conditions City may find are appropriate and in parallel with any termination and/or extension of any related Metro Act Permit(s), as limited by state and federal law.

## **3.0 DESCRIPTION OF WORK**

**3.1 Installation of DAS/SMALL CELL NETWORKS.** During the term of this Agreement, LICENSEE is authorized, on a non-exclusive basis, to locate and install utility poles, light poles, or to attach to city light poles, traffic signal poles or other city owned poles to house and operate a DAS/Small Cell Network(s), in the Public -Way-, as limited to those locations more particularly identified in Exhibit A, in the Public -Way which LICENSEE may seek to amend in the future if additional locations are required. This agreement does not give any rights to use any poles not owned by the City, but merely allows LICENSEE'S use of the City's Public -Way. Prior to initial installation of the DAS/Small Cell Networks upon any light pole, LICENSEE shall obtain written authorization for such installation upon such specific pole from the owner of the pole, including City Poles, and shall provide the City with written evidence of such authorization.



3.1.1. Location of DAS/Small Cell Networks. The City may grant or deny the location and installation of any DAS/Small Cell equipment on a City-owned Pole prior to installation, based on reasonable regulatory factors, such as the location of other present or future communications facilities, efficient use of scarce physical space to avoid premature exhaustion, potential interference with other communications facilities and services, the public safety and other critical public services; provided, however, that such grant shall not be unreasonably conditioned, withheld, or delayed.

3.1.2 Map and List of DAS/Small Cell Networks. LICENSEE shall maintain in a form acceptable to the City, a current map and list of the location of all Facilities used by LICENSEE for its DAS/Small Cell Network pursuant to this Agreement and located in public ways; LICENSEE shall provide such list to the City within ten (10) Business Days upon receipt of request for same; and LICENSEE shall, whether or not requested by the City, provide an updated list and map promptly after any change is made in regard to the locations of the specific poles specified by LICENSEE in such lists and maps. LICENSEE shall obtain all required permits and grants of the City and any of its departments or agencies, and any other Agency with jurisdiction over the DAS/Small Cells, services or the property on which the DAS/Small Cells are or will be located, prior to performing any work under this Agreement and shall comply with all of the terms and conditions set forth in these permits. LICENSEE shall not mount, construct, install, maintain, locate, operate, place, protect, reconstruct, reinstall, remove, repair, or replace any DAS/Small Cells on any pole, except as expressly authorized by and in strict compliance with this Agreement, and shall not without further and separate authorization, otherwise locate more than one antenna or other related structure on any single pole.

3.1.3 Changes to DAS/Small Cell Networks or Their Location on Poles Located on Public Ways. If LICENSEE proposes to install different but comparable equipment, or if the DAS/Small Cell or its location on the poles located on public right-of-way deviate in any material way from the specifications attached hereto as Exhibit A, then LICENSEE shall first obtain a grant for the use and installation of the comparable equipment or for any such deviation in the DAS/Small Cells Network from the owners of the poles located on Public Rights-of-Way and shall provide the City with written evidence of such authorization. The City may grant or deny use of the different but comparable equipment, or material deviation from the specifications set forth in Exhibit A with regard to the placement of the DAS/Small Cell Networks on the poles located on public ways, pursuant to the factors enumerated under Section 3.1.1, and such grant shall not be unreasonably conditioned, withheld, or delayed.

3.2 Provision of Services. The DAS/Small Cell Network installed pursuant to this Agreement may be used solely for the rendering of telecommunication services. If LICENSEE proposes to make a material change to the nature and character of the services not expressly permitted under this Agreement, including, without limitation,



video programming services, open video system services, or cable television services, LICENSEE shall notify the City in writing of this intended change not less than one hundred and eighty (180) days prior to the proposed date of change to Service. The City may either (i) accept the proposed change in Service on mutually agreeable terms and conditions or (ii) require that the Services not be changed but rather continue to be provided as contemplated herein.

3.3 Restoration of Work Site Areas. Upon the completion of each task or phase of work to be performed by LICENSEE under this Agreement, LICENSEE shall promptly restore all work site areas to a condition reasonably satisfactory to the City and in accordance with construction standards as specified by the City, ordinary wear and tear not caused by LICENSEE or the DAS/Small CellsNetworks excepted. The provisions of this paragraph shall survive the expiration, completion or earlier termination of this Agreement.

3.4 Removal of DAS/Small Cell Network. Upon one hundred and eighty (180) days' written notice by the City pursuant to the expiration or earlier termination of this Agreement for cause, LICENSEE shall promptly, safely and carefully remove the DAS/Small Cell Network from all poles and other places located in Public Rights-of-Way. Such obligation of LICENSEE shall survive the expiration or earlier termination of this Agreement. If LICENSEE fails to complete this removal work on or before the sixty (60) days subsequent to the issuance of notice pursuant to this Section 3.4, then the City, upon written notice to LICENSEE, shall have the right at the City's sole election, but not the obligation, to perform this removal work and charge LICENSEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. LICENSEE shall pay to the City the reasonable costs and expenses incurred by the City in performing any removal work and any storage of LICENSEE's property after removal (including any portion of the DAS/Small CellNetworks) within fifteen (15) Business Days of the date of a written demand for this payment from the City. The City may, in its discretion, obtain reimbursement for the above by making a claim under LICENSEE's performance bond. After the City receives the reimbursement payment from LICENSEE for the removal work performed by the City, the City shall promptly return to LICENSEE the property belonging to LICENSEE and removed by the City pursuant to this Section 3.4 at no liability to the City. If the City does not receive the reimbursement payment from LICENSEE within such fifteen (15) Business Days, or if City does not elect to remove such items at the City's cost after LICENSEE's failure to so remove prior to one hundred eighty (180) days subsequent to the issuance of notice pursuant to this Section 3.4, any items of LICENSEE's property, including without limitation the DAS/Small CellNetworks, remaining on or about the Public Rights-of-Way or stored by the City after the City's removal thereof may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner allowed by Law, and in accordance with any legal rights of persons other than the City who own light poles located in the public way and used by LICENSEE. Alternatively, the City may elect to take title to such abandoned property, whether the City is provided by the LICENSEE, an instrument satisfactory to the City transferring to the City the



ownership of such property, or not. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

**3.5 Risk of Loss or Damage.** LICENSEE acknowledges and agrees that LICENSEE bears all risk of loss or damage of its equipment and materials, including, without limitation, the DAS/Small Cell Networks, installed in the Public Rights-of-Way pursuant to this Agreement from any cause, and the City shall not be liable for any cost of repair to damaged DAS/Small Cell Networks, including, without limitation, damage caused by the City's removal of DAS/Small Cell Networks, except to the extent that such loss or damage was caused by the willful misconduct of the City, including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors.

**3.6 Removal or Relocation of DAS/Small Cell Network at City's Request.** LICENSEE understands and acknowledges that the City, at any time and from time to time, may require LICENSEE to remove or relocate upon a written request from the City on ten (10) Business Days' notice at LICENSEE's sole cost and expense, portions of the DAS/Small Cell Network whenever City reasonably determines that the removal or relocation is needed: (1) to facilitate or accommodate the construction, completion, repair, relocation, or maintenance of a City project, (2) because the DAS/Small Cell Network interferes with or adversely affects proper operation of the light poles, traffic signals, City-owned communications systems or other City facilities, (3) because of a sale or vacation of the public right of way by the City, (4) because there is a change in use of the public right of way by the City provided such use similarly effects similarly LICENSED users in the public right of way, (5) because there is damage to and/or removal of the light pole, or (6) to preserve and protect the public health and safety, in a manner not inconsistent with 47 U.S.C. § 332(c)(7). LICENSEE shall at its own cost and expense remove, relocate and/or adjust the DAS/Small Cell Network, or any part thereof, to such other location or locations in the Public Rights-of-Way, or in such manner, as appropriate, as may be designated or granted, in writing and in advance, by the City. Such removal, relocation, adjustment shall be completed within the time prescribed by the City in its written request and in accordance with the terms of this Agreement. LICENSEE shall not be in default hereunder if it has taken appropriate action as directed by the City to obtain such grant. If LICENSEE fails to remove, relocate, adjust or support any portion of the DAS/Small Cell Network as described by the City within the prescribed time, City may take all reasonable, necessary, and appropriate action, as stated in Section 3.4.

#### **4.0 PERMIT, LIMITATIONS AND RESTRICTIONS**

**4.1 Limited Authorization.** This Agreement does not authorize the placement of DAS/Small Cell Networks or any other equipment on sites, structures or facilities other than those specifically identified herein. Placement of the DAS/Small Cell Networks shall comply with the terms of the City's conditions of access in effect as of the date of execution hereof and as are applied equally to all Persons using the Public Rights-of-Way



under grant by the City. The Agreement does not relieve LICENSEE of its burden of seeking any necessary permission from other governmental agencies which may have jurisdiction regarding LICENSEE's proposed use. LICENSEE further acknowledges that it cannot use any historically or architecturally significant poles located on the public rights-of-way or other street furniture, except as may be otherwise expressly authorized in a specific permit issued by the City.

4.2 No Authorization to Provide Other Services. LICENSEE represents, warrants and covenants that its DAS/Small Cell Networks installed pursuant to this Agreement will be utilized solely for the rendering of telecommunication services, and LICENSEE is not authorized to and shall not use the DAS/Small Cell Networks to offer or provide any other services not specified herein. Failure to abide by this may constitute a breach of this agreement, and the City, after providing LICENSEE with written notice and a meeting concerning the same, may levy fines in an amount not to exceed one thousand dollars (\$1,000.00) per day until the breach is remedied together with all other remedies available at law or equity

4.3 Reservation of Powers. The City reserves any and all powers it may have, now or in the future under applicable local, state, or federal law, to regulate the DAS/Small Cell Networks, their use, or the use of the Public Rights-of-Way or of other City property. LICENSEE shall be subject to all present and future ordinances of the City and its Boards and Commissions. Nothing in this Agreement shall be construed as a waiver of any codes, ordinances or regulations of the City or of the City's right to require LICENSEE to secure the appropriate permits or authorizations for exercising the rights set forth in this Agreement.

4.4 All Permitted Activities Fees at LICENSEE's Sole Expense. Notwithstanding any other provision of this Agreement, the construction, operation, maintenance, removal and replacement of DAS/Small Cell Networks, and all other activities permitted hereunder and all fees or obligations of LICENSEE under this Agreement, shall be LICENSEE's sole responsibility at LICENSEE's sole cost and expense.

4.5 Permit. LICENSEE shall obtain, at its sole expense, all applicable permits as are required by City or any other Agency to perform the work and ongoing use, as described in this Agreement, of poles located on the Public Rights-of-Way, including but not limited to a Metro Act Permit pursuant to 2002 PA 48; MCL 484.3101 et seq.

4.6 No Real Property Interest Created. Neither LICENSEE's use of the Public Rights-of-Way, nor anything contained in this Agreement, shall be deemed to grant, convey, create, or vest in LICENSEE a real property interest in any portion of the Public Rights-of-Way or any other City property, including but not limited to, any fee or leasehold interest in any land or easement. LICENSEE, on behalf of itself and any permitted successor, lessee, or assign, recognizes and understands that this Agreement may create an interest subject to taxation and that LICENSEE, its successor, lessee or assign may be subject to the payment of such taxes.



4.7 All Rights Nonexclusive. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to LICENSEE under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the City to use, and to allow any other Person or Persons to use, any and all parts of the Public Rights-of-Way, exclusively or concurrently with any other Person or Persons, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, "Encumbrances") which may affect the Public Rights-of-Way now or at any time during the term of this Agreement, including without limitation any Encumbrances granted, created or allowed by the City at any time.

4.8 Collocation. This LICENSE allows collocation rights to LICENSEE pursuant to the Schedule of Annual Fees in Exhibit B. Licensee, but does not grant or approve any collocation rights to any person or entity, related or unrelated to the LICENSEE.

## **5.0 WAIVERS AND INDEMNIFICATION**

5.1 Non-Liability of City Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other agent of the City shall be personally liable to LICENSEE, its successors and assigns, in the event of any default or breach by the City or for any amount which may become due to LICENSEE, its successors and assigns, or for any obligation of City under this Agreement.

5.2 Obligation to Indemnify the City. LICENSEE, its successors and assigns, shall hold harmless, defend, protect and indemnify the City, including, without limitation, each of its commissions, departments, officers, agents, employees, elected and appointed officials and contractors, from and against any and all third party actions, losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs, judgments or suits including, without limitation, reasonable attorneys' fees and costs (collectively, "Claims") of any kind allegedly arising directly or indirectly from: (i) any act by, omission by, or negligence of LICENSEE or its contractors or subcontractors, or the officers, agents, or employees of any of them, while engaged in the performance of the work or conduct of the activities authorized by this Agreement, or while in or about the Public Rights-of-Way or any other City property for any reason connected in any way whatsoever with the performance of the work, conduct of the activities or presence of the DAS/Small Cell Networks authorized by this Agreement, or allegedly resulting directly or indirectly from the presence, construction, installation, maintenance, replacement, removal or repair of the DAS/Small Cell Networks, (ii) any accident, damage, death or injury to any contractor, subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work, conduct of the activities or presence of the DAS/Small Cell Networks authorized by this Agreement, or while in or about the Public Rights-of-Way, for any reason connected with the performance of the work or conduct of the activities authorized by this Agreement, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work



authorized by this Agreement, (iii) any accident, damage, death or injury, to real or personal property, good will, and Person(s) in, upon or in any way allegedly connected with the work or activities authorized by this Agreement or the presence of the DAS/Small Cell Networks from any cause or claims arising at any time including, without limitation, injuries or damages allegedly caused, directly or indirectly, in whole or in part, by radio wave transmission or electromagnetic fields emitted by the DAS/Small Cell Networks, (iv) any Release, or threatened Release, of any Hazardous Material caused in whole or in part by LICENSEE in, under, on or about the property subject to this Agreement or into the environment, or resulting directly or indirectly from the DAS/Small Cell Networks or the work or activities authorized by this Agreement, (v) any violation by LICENSEE of the terms and conditions hereof or any permit or grant issued by Commissioner or any Agency in connection with the DAS/Small Cell Networks or Services or pursuant hereto, or any misrepresentation made herein or in any document given by LICENSEE in connection herewith, and (vi) any direct or indirect interference by LICENSEE or the DAS/Small Cell Networks, except to the extent that such Claims arise from interference with use or placement of facilities in the public way caused by the sole or willful misconduct of the City, including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors.

5.3 Scope of Indemnity. LICENSEE shall hold harmless, indemnify and defend the City as required in this Section 5, including without limitation, each of its commissions, boards, departments, officers, agents, employees, elected and appointed officials and contractors, except only for claims resulting from the sole negligence or willful misconduct of the City, including without limitation, each of its commissions, departments, officers, agents, employees and contractors. LICENSEE specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered in writing to LICENSEE by the City and continues at all times thereafter. LICENSEE agrees that the indemnification obligations assumed under this Agreement shall survive expiration or other termination of this Agreement.

5.4 No Liability for Damage, Death or Bodily Injury. Neither City nor any of its commissions, departments, boards, officers, agents, elected or appointed officials or employees shall be liable for any damage to the property of LICENSEE, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the DAS/Small Cell Networks or activities authorized by this Agreement, the condition of any City property subject to this Agreement or LICENSEE's use of any City property, except as otherwise provided herein.

5.5 Waiver of Claims regarding Fitness of Light Poles or Other Municipal properties or structures Located in Public Ways. LICENSEE acknowledges that the City has made no warranties or representations regarding the fitness, availability or suitability of any of light poles or other Municipal properties or structures for the installation of the



DAS/Small Cell Networks, or for any other activities permitted under this Agreement, and that, except as expressly provided herein, any performance of work or costs incurred by LICENSEE or provision of Services contemplated under this Agreement by LICENSEE is at LICENSEE's sole risk. LICENSEE on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, the City and its agents, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the light poles located on public ways, other City property affected by this Agreement or any law or regulation applicable thereto.

5.6 Waiver of All Claims. LICENSEE acknowledges that this Agreement is terminable by the City under certain limited circumstances as provided herein, and in view of such fact LICENSEE expressly assumes the risk of making any expenditures in connection with this Agreement, even if such expenditures are substantial, and LICENSEE expressly assumes the risk of selling its Services which may be affected by the termination of this Agreement. Without limiting any indemnification obligations of LICENSEE or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, LICENSEE fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, boards, Commissioners and employees, and all persons acting by, through or under each of them, under any present or future Laws, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that the City exercises its right to terminate this Agreement, as specifically provided herein.

5.7 No Liability for Consequential or Incidental Damages. LICENSEE expressly acknowledges and agrees that the City will not be liable for any consequential or incidental damages, including, but not limited to, lost profits and loss of good will, arising out of termination of this Agreement or disruption to the DAS/Small Cell Networks or LICENSEE's permitted activities hereunder. The City would not be willing to enter into this Agreement in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of City or its agents, and LICENSEE expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of LICENSEE or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, LICENSEE fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential and incidental damages (including without limitation, lost profits and loss of good will), and covenants not to sue for such damages, City, its departments, boards, commissions, officers, Commissioners and employees, and all persons acting by, through or under each of them, arising out of this Agreement or the work and activities authorized hereunder, including, without limitation, any interference with uses conducted by LICENSEE pursuant to this Agreement, regardless of the cause, and whether or not due to the negligence or gross negligence of City or its agents.



**5.8 No Interference.** LICENSEE shall not unreasonably interfere in any manner with the existence and operation of any and all public and private facilities existing now or in the future, including but not limited to sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, cable television, telecommunications facilities, utility, and municipal property without the express grant of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. LICENSEE shall be responsible for repair and restoration of any damage caused by such interference, to the extent it is caused by LICENSEE, to facilities belonging to the City. The City agrees to require the inclusion of the same prohibition on interference as that stated above in all similar type agreements City may enter into after the date hereof.

**6.0 INSURANCE Licensee has provided and will continue to maintain all necessary insurance information in accordance with its METRO Act Bilateral Right-of-Way Telecommunications Permit dated July 31, 2014 which shall be applicable and cover Licensee's Facilities, actions, and operations under this License and be confirmed by the Certificate of Insurance provided for said METRO Act Permit.**

## **7.0 LICENSE FEE, RECORD and DEPOSITS**

In connection with the work to be performed and activities to be conducted by LICENSEE under this Agreement:

### **7.1 Right-of-Way Fees for DAS/Small Cell Support Structures. Initial Entry Fee:**

In order to compensate the City for LICENSEE's entry upon and deployment of DAS/Small Cell related facilities including antennas, supporting structures for antennas, poles equipment shelters or houses within the Public Rights-of-Way, LICENSEE shall pay to the City one or more of the following :

**Administrative Fee.** For the first year of this agreement an administrative right of way fee, in addition to the the regular monthly fee referenced below, shall be \$2500.00, based upon the nature of pole and appurtenant area upgrades and replacements agreed to by the parties. A reasonable portion of these funds can be used for City incurred costs as needed.

**AnnualMonthly Fee per LICENSEE or city owned pole with LICENSEE owned Antenna and related structures and equipment:** As compensation for the use of any and all structures in the City Rights of Way or public places including light poles or other structures and facilities owned, in whole or in part, whether held in fee or in trust by the City ("City Facility") or by LICENSEE, LICENSEE shall pay to the City an ~~monthly~~annual fee (the "~~Monthly~~Annual Fee") in the amount identified in the schedule set forth immediately below, per site for the use of each such facility or structure, whether City owned or owned by LICENSEE, which location is located in the City Right of Way



or public land and upon which a DAS/Small Cell Network antenna, or any supporting structure thereof, has been installed pursuant to the other requirements of this Agreement. The aggregate MonthlyAnnual Fee with respect to each year of the term shall be an amount equal to the number of sites on City owned rights of way or other property locations or equipment or Facilities on which LICENSEE's equipment was currently existing during the preceding month, multiplied by the MonthlyAnnual Fee, prorated as appropriate, and shall be due and payable within 30 days of the end of each quarteryear.

The parties agree LICENSEE will not pay an MonthlyAnnual Fee to the City for the utilization of any jointly owned or third party owned properties in fulfillment of this agreement. LICENSEE is responsible for obtaining all third-party attachment approvals within the City.

Schedule of Annual Fees per support structure by type (not more than one antenna/pole) Exhibit B.

**7.2 Retention of Records.** LICENSEE shall at all times keep and maintain full, true and correct business and financial records associated with this Agreement and provide such records on a quarterly basis in such form as to support the payments made under Section 7.1 above.

**7.3 Late Payment Charge.** If LICENSEE fails to pay any amounts payable under this Agreement within ten (10) days following the due date thereof, and after written notice of such non-payment, such unpaid amount shall be subject to a late payment charge equal to twentyfive percent (25%) of the unpaid amount in each instance. The late payment charge has been agreed upon by the City and LICENSEE, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that the City will incur as a result of any such failure by LICENSEE, the actual costs thereof being extremely difficult if not impossible to determine.

**7.4 Other Payments and Documentation.** In addition to all other fees to be paid to the City hereunder, LICENSEE shall timely pay to the City all applicable deposit fees, permit fees, engineering fees and other fees or amounts, required to be paid by LICENSEE to the City in connection with obtaining permits or performing work under this Agreement, and as required by any federal, state or local law, statute, ordinance, rule or regulation. LICENSEE therefore acknowledges and agrees that this Agreement alone is not sufficient in and of itself authorization from the City for the installation and operation of the DAS/Small Cell Networks and that additional documentation may be required by the City.

**7.5 Security Deposit/Bond.** Prior to performing any work necessary under this Agreement, LICENSEE will deliver to the City a valid performance bond in the sum of twenty five thousand dollars (\$25,000.00), issued by a surety company acceptable to the City's Controller in the form attached hereto as Exhibit C. LICENSEE agrees and acknowledges that it will obtain a bond which allows for the use of the bond to cover incidental expenses and costs, damages and fees not covered by any insurance policies



including but not limited to: interest, charges by the City to remove DAS/Small Cell Networks and unpaid permit and administrative fees. LICENSEE shall keep such surety bond, at its expense, in full force and effect until the sixtieth (60th) day after the Expiration Date or other termination hereof, to insure the faithful performance by LICENSEE of all of the covenants, terms and conditions of this Agreement. Such bond shall provide thirty (30) days prior written notice to the city of cancellation or material change thereof. In the event of any non-extension of the bond, LICENSEE shall replace such security with another form permitted hereunder at least ten (10) days prior to expiration and if LICENSEE fails to do so the City shall be entitled to present its written demand for payment of the entire face amount of such bond and to hold the funds so obtained as the Security Deposit required hereunder. Any unused portion of the funds so obtained by the City shall be returned to LICENSEE upon replacement of the bond or deposit of cash security in the full amount required hereunder. Such bond submitted pursuant to the requirements of a related Metro Permit shall satisfy the bond requirements of this agreement.

## **8.0 WORK STANDARDS**

**8.1 Performance of Work.** LICENSEE shall use and exercise due care, caution, skill and expertise in performing all work under this Agreement and shall take all reasonable steps to safeguard and maintain in clean and workmanlike manner, all work site areas, including, without limitation, the light poles located on Public Rights-of-Way and other existing facilities and property. All work to be undertaken by LICENSEE in the Public Rights-of-Ways shall at all times be performed by workers in accordance with generally accepted industry practice.

**8.2 Work Plan.** Prior to performing any work necessary under this Agreement, LICENSEE shall present a map and written proposal describing the work to be performed and the facilities, methods and materials (if any) to be installed ("Work Plan") to the City for review and will not perform any work until it has received City Authorization of the Work Plan. In addition, prior to conducting any work in the Public Rights-of-Way, LICENSEE shall provide to the City a current emergency response plan identifying staff who have authority to resolve, twenty-four (24) hours a day, seven (7) days a week, problems or complaints resulting, directly or indirectly, from the DAS/Small Cell Network installed pursuant to this Agreement. As soon as is reasonably practical following installation of the DAS/Small Cell Network, LICENSEE shall deliver as-built drawings to City Hall.

**8.3 No Underground Work Without Written Authorization.** LICENSEE hereby represents, warrants and covenants that LICENSEE shall perform no excavation, trenching, coring, boring, or digging into the ground or installation of any equipment or other material into the ground, or any other underground work in connection with the work to be performed or Services to be provided by LICENSEE under this Agreement, except to the extent expressly approved by the city. LICENSEE further represents, warrants and covenants that it shall not otherwise disturb or disrupt the operation or



maintenance of any sanitary sewers, storm drains, gas or water mains, or other underground conduits, cables, mains, or facilities.

**8.4 Repair or Replacement of Damaged Facilities or Property.** Upon written request, LICENSEE agrees to repair or replace to City's reasonable satisfaction any City-owned facilities or City-owned property that the City determines has been damaged, destroyed, defaced or otherwise injured as a result of the work performed or Services provided by LICENSEE under this Agreement. LICENSEE shall perform such work at no expense to the City, except to the extent such damage, destruction, defacement, or injury was caused by the sole negligence or willful misconduct of City.

**8.5 Modification of Work Plans.** If during the term of this Agreement, the City determines that the public health or safety requires a modification of or a departure from the Work Plan submitted by LICENSEE and granted, the City shall have the authority to identify, specify and delineate the modification or departure required, and LICENSEE shall perform the work allowed under this Agreement in accordance with the City-specified modification or departure at LICENSEE's sole expense. The City shall provide LICENSEE with a written description of the required modification or departure, the public health or safety issue necessitating the modification or departure, and the time within which LICENSEE shall make, complete or maintain the modification or departure required.

## **9.0 TERMINATION**

**9.1 Immediate Termination upon Notice in Certain Circumstances.** In addition to all other remedies provided by Law or in equity, either party may terminate this Agreement immediately upon written notice to the other party in the event of either of the following:

9.1.1 By City after written notice to LICENSEE and after opportunity to meet with representatives of the City, if the City reasonably determines that LICENSEE's continued use of the Public Rights-of-Way will adversely affect public health or safety;

9.1.2 By either party (the "Non-Defaulting Party") if the other party has failed to perform any of its material obligations under this Agreement; provided, however, that if the Defaulting Party's failure to perform under or comply with this Agreement is capable of being cured, and if a specific notice or cure period or time for performance of such obligation is not otherwise specified in this Agreement, then the Non-Defaulting Party shall provide the Defaulting Party with a notice of the Defaulting Party's failure to perform or comply and provide the Defaulting Party with thirty (30) days from the date of the notice to cure the failure to perform or comply to the Non-Defaulting Party's reasonable satisfaction; provided, further, that upon the occurrence during the term of this Agreement of two (2) defaults of the same obligation by either Party, the Non-Defaulting Party shall not be required to provide any notice regarding the

Defaulting Party's failure to perform such obligation, and any subsequent failure by the Defaulting Party after the Defaulting Party has received two such notices shall constitute a default by the Defaulting Party hereunder without any requirement on the part of the Non-Defaulting Party to give the Defaulting Party notice of such failure or an opportunity to cure.

**9.2 Effect of Termination.** In the event of termination of this Agreement as herein provided, LICENSEE shall immediately cease all work being performed under this Agreement, excepting only that work necessary for LICENSEE to remove all DAS/Small Cell Networks from the Public Rights-of-Way as provided in Section 3.4 above. Termination of this Agreement by the City as herein provided shall constitute the withdrawal of any grant, consent or authorization of the City for LICENSEE to perform any construction or other work under this Agreement in the Public Rights-of-way or on public property excepting only that work necessary for LICENSEE to remove all DAS/Small Cell Networks and leave all work site areas in a clean and safe condition and in accordance with Section 3. Upon any such early termination, the City shall promptly remit to LICENSEE a prorated portion of the annual license fee paid to the City, if any.

## **10.0 NOTICES**

Except as otherwise expressly provided in this Agreement, any notice given hereunder shall be effective only if in writing and given by delivering the notice in person, or by sending it first-class mail or certified mail with a return receipt requested, postage prepaid, or reliable commercial overnight courier, return receipt requested, with postage prepaid, to:

### **CITY**

City of Grosse Pointe Woods  
Bruce Smith, City Administrator  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236  
Phone: 313.343.2450 Fax: 313.343.2658  
Email: bsmith@gpwmil.us

With a copy to counsel:

Don R. Berschback, City Attorney  
24053 Jefferson Avenue  
St. Clair Shores, MI 48080  
Phone: 586.777.0400 Fax: 586.777.0430  
Email: [donberschback@yahoo.com](mailto:donberschback@yahoo.com)

### **LICENSEE**

Fiber Technologies Networks, L.L.C.  
300 Meridian Centre  
Rochester, NY 14618  
Attention: Legal Department



Email: lighttower-rowaccess@lighttower.com

With a copy to counsel:  
 Lighttower Fiber Networks  
 80 Central Street  
 Boxborough, MA 01719  
 Attn: General Counsel

or to such other address as either CITY or LICENSEE may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten (10) days prior to the effective date of such change.

## **11.0 COMPLIANCE WITH LAWS**

11.1 LICENSEE shall comply with all present and future Laws.

11.2 All facilities installed pursuant to this Agreement shall be constructed to comply with all lawful federal, state and local construction and applicable telecommunications requirements.

## **12.0 MISCELLANEOUS**

12.1 Amendments. Neither this Agreement nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

12.2. Representations and Warranties. Each of the persons executing this Agreement on behalf of LICENSEE does hereby covenant, represent and warrant that, to the best of his or her knowledge, (a) LICENSEE is a duly authorized and existing Massachusetts corporation, has and is qualified to do business in the Commonwealth of Massachusetts, and has full right and authority to enter into this Agreement, (b) each and all of the persons signing on behalf of LICENSEE are authorized to do so, (c) all financial statements and reports previously provided to the City by LICENSEE are true and complete in all material respects and accurately reflect the financial condition of LICENSEE as of the date such statements were provided to the City, and LICENSEE's financial condition as of the date it executes this Agreement is not materially worse than that reflected in the most recent of such financial statements and reports, and (d) the DAS/Small Cell Networks installed pursuant to this Agreement shall comply with all applicable FCC standards regarding radio frequencies and electromagnetic field emissions. Upon the City's written request, LICENSEE shall provide the City with evidence reasonably satisfactory to the City confirming the foregoing representations and warranties.

12.3 Interpretation of Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with



herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

12.4 Assignment; Successors and Assigns. Neither this Agreement nor any part of LICENSEE's rights hereto may be assigned, pledged or hypothecated, in whole or in part, without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of LICENSEE hereunder to a parent, subsidiary, successor, or financially viable affiliate shall not be deemed an assignment for the purposes of this Agreement, provided that LICENSEE deliver to the City the following: (1) Bond issued in the name of transferee; (2) Assignment and Assumption Agreement between City and transferee; (3) Certificate of Insurance naming transferee as insured. In the event LICENSEE files a petition in bankruptcy pursuant to 11 U.S.C. Sections 101, et seq., the assignment of this Agreement shall be governed by the provisions of the Bankruptcy Code. An assignment of this Agreement is only enforceable against the City if LICENSEE or its trustee in bankruptcy complies with the provisions of 11 U.S.C. Section 365, including obtaining the authorization from the Bankruptcy Court. City hereby expressly reserves all of its defenses to any proposed assignment of this Agreement. Any person or entity to which the Bankruptcy Court authorizes the assignment of this Agreement shall be deemed without further act to have assumed all of the obligations of LICENSEE arising under this AGREEMENT on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to City an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to City, shall be the exclusive property of City, and shall not constitute property of LICENSEE or of the estate of LICENSEE within the meaning of the Bankruptcy Code

12.5 Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by Law.

12.6 Governing Law. This Agreement shall be construed and enforced in accordance with the Laws of the State of Michigan.

12.7 Entire Agreement. This instrument (including the exhibits hereto, which are made a part of this Agreement) contains the entire agreement between the parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including



prior drafts of this Agreement and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

12.8 Time of Essence. Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified.

12.9 Cumulative Remedies. All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein.

12.10 Relationship of Parties. The City is not, and none of the provisions in this Agreement shall be deemed to render the City, a partner in LICENSEE's business, or joint venturer or member in any joint enterprise with LICENSEE. Neither party shall act as the agent of the other party in any respect hereunder, and neither party shall have any authority to commit or bind the other party without such party's prior written consent as provided herein. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

12.11 Non-Discrimination. LICENSEE agrees and shall require all agents conducting business in Michigan on its behalf to agree not to discriminate on the basis of race, sex, religious creed, national origin, sexual preference, color, disability or age in connection with this agreement.

12.12 Most Favored Jurisdiction. Should LICENSEE, after the date that LICENSEE receives all permits and Authorizations necessary to install and operate the network as contemplated in this Agreement, enter into a DAS/Small Cell LICENSE Agreement with another government body, school, or municipality within the State of Michigan which contains financial benefits for such government body, school, or municipality which, taken as a whole and balanced with the other terms of such agreement, are in the City's reasonable opinion substantially superior to those in this Agreement, City shall have the right to require that LICENSEE modify this Agreement to incorporate the same or substantially similar superior benefits and such other terms and burdens by substitution, *mutatis mutandis*, of such other agreement or otherwise. Any increase in financial benefits in a similar agreement shall be paid to the City retroactive to the date LICENSEE entered into such superior agreement with another entity.

**LICENSEE**

\_\_\_\_\_  
a New York limited liability company,

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CITY OF GROSSE POINTE WOODS**

By: BRUCE SMITH  
Title: City Administrator  
Dated: \_\_\_\_\_



## **EXHIBITS**

Exhibit A	DAS/Small Cell Network Plans and Specs
Exhibit B	Fee Schedule
Exhibit C	Bond

Exhibit A

[see attached drawings]



Exhibit B  
Fee Schedule

Annual-Monthly fees shall be paid by Licensee to City according to the following Fee Schedule:

<del>Licensee-owned wood poles in wood utility pole districts</del>	<del>\$50400.00</del>
<del>Licensee-owned metal or fiberglass poles in underground districts</del>	<del>\$100.00</del>
<del>City-owned wood poles in wood utility pole districts</del>	<del>\$50240.00</del>
<del>City-owned streetlights</del>	<del>\$300.00</del>
<del>City-owned traffic signals</del>	<del>\$600.00</del>
<del>City-owned ornamental poles in downtown districts</del>	<del>\$1200.00</del>

If Licensee collocates a second customer, then the monthly fee paid by Licensee to City shall be increased by 50%.

Licensee is responsible for all costs related to purchasing or retrofitting structures for use by the Facilities.

Exhibit C  
Bond



PRE-IMPLEMENTATION PHOTO

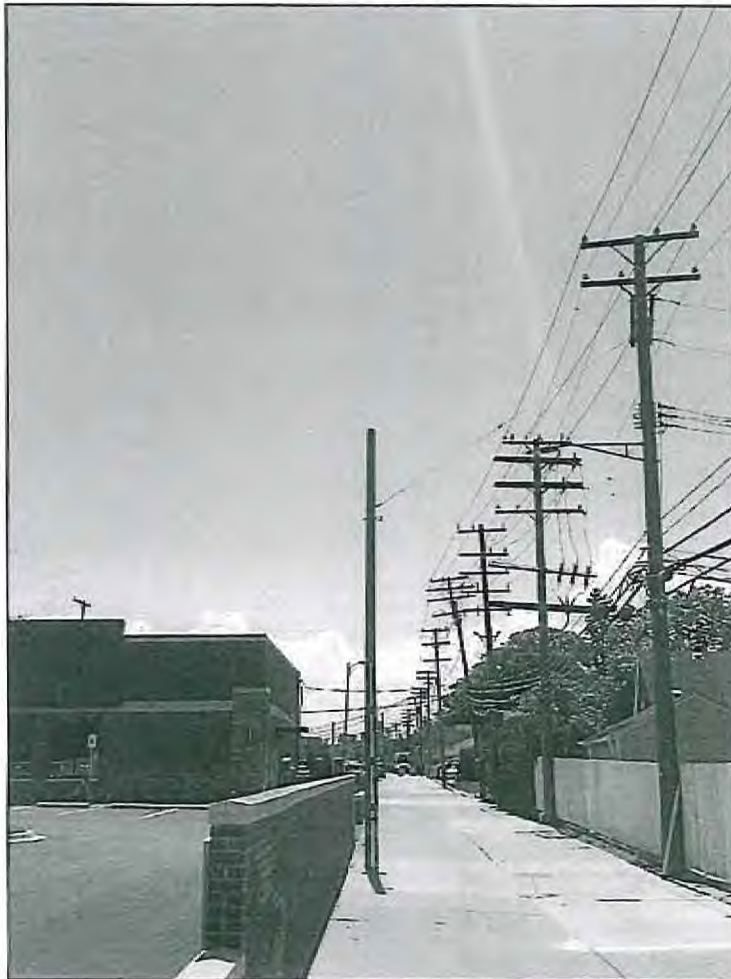
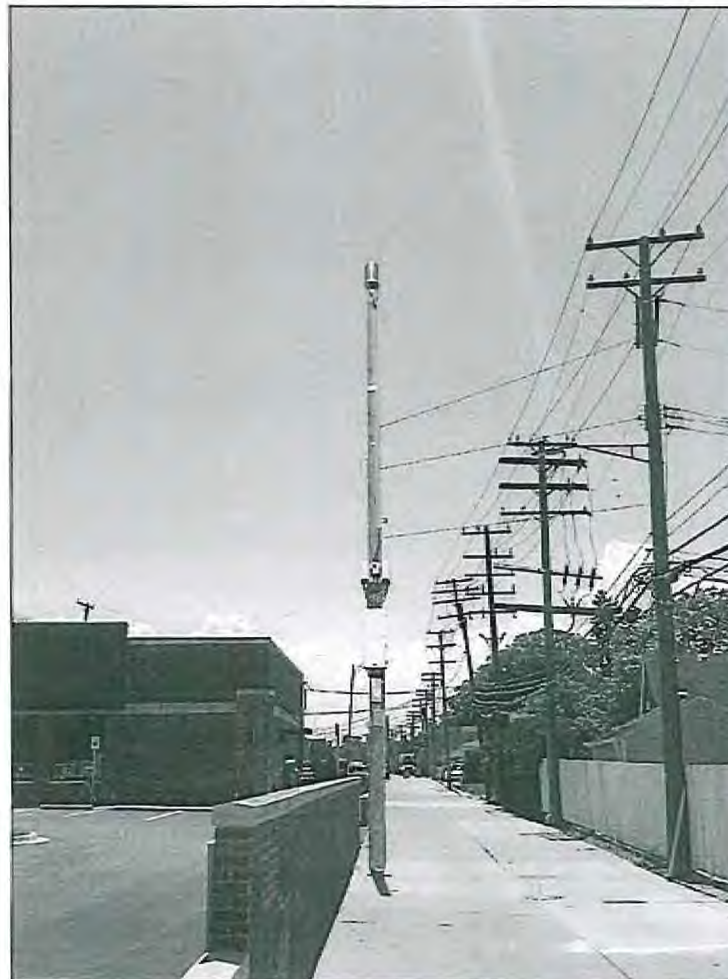


PHOTO SIMULATION



Project #:

**FIBMI16001**

OWNER/DEVELOPER:



Original Issue Date: 7/1/16

Latest Revision Date: RG/16

PREPARED BY:



4034 North 4th Street  
Shelbyville, KY 40063  
Phone: (502) 499-2400  
FAX: (502) 499-2406

Title:

**NODE 16304**  
**DAS NODE INSTALLATION**  
**PROPOSED NODE**  
**16304-I 94 AND**  
**\_MORRANG\_SC OPTION 2**  
**(SC-MI 0240)**  
**GROSSE POINT WOODS, MI**

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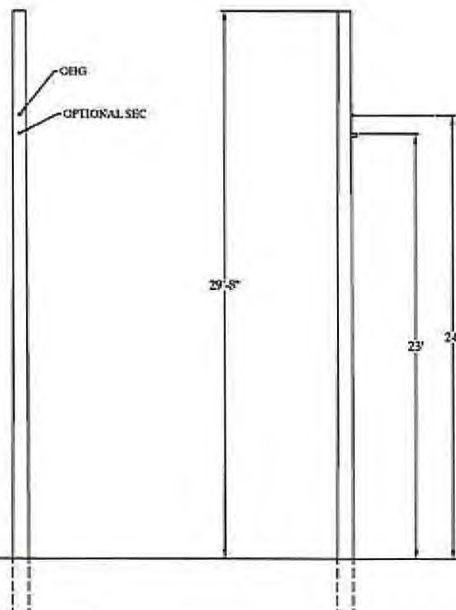
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**PDR** **GABES**

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Sheet: **2 of 6**

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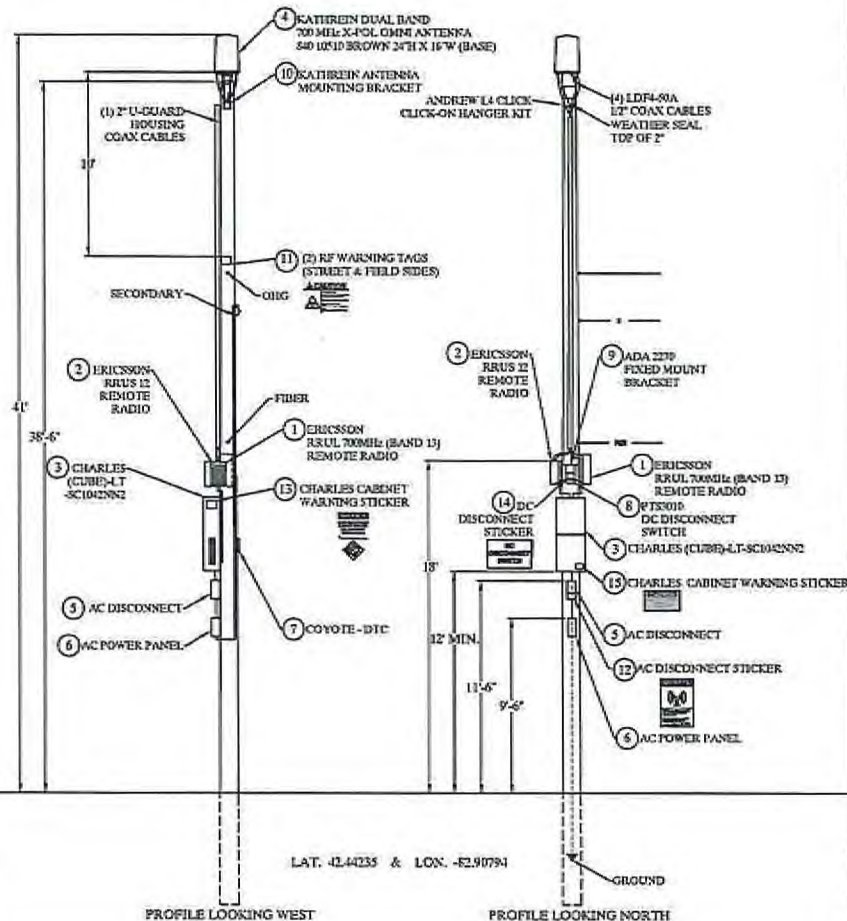


PROFILE LOOKING WEST

PROFILE LOOKING NORTH

CALL MISS DIG AT  
1-800-482-7171  
72 HOURS PRIOR TO DIGGING

# PROPOSED NEW CL3-45' WOOD POLE



LAT. 42.4235 & LON. -82.90794

PROFILE LOOKING WEST

PROFILE LOOKING NORTH



Project #:  
**FIBMI16001**

OWNER/DEVELOPER:



Original Issue Date: 7/1/16

Latest Revision Date: 8/3/16

PREPARED BY:



Title:

**NODE 16304**  
DAS NODE INSTALLATION  
PROPOSED NODE  
16304-1 94 AND  
MORRANG SC OPTION 2  
(SC-MI 0240)  
GROSSE POINT WOODS, MI

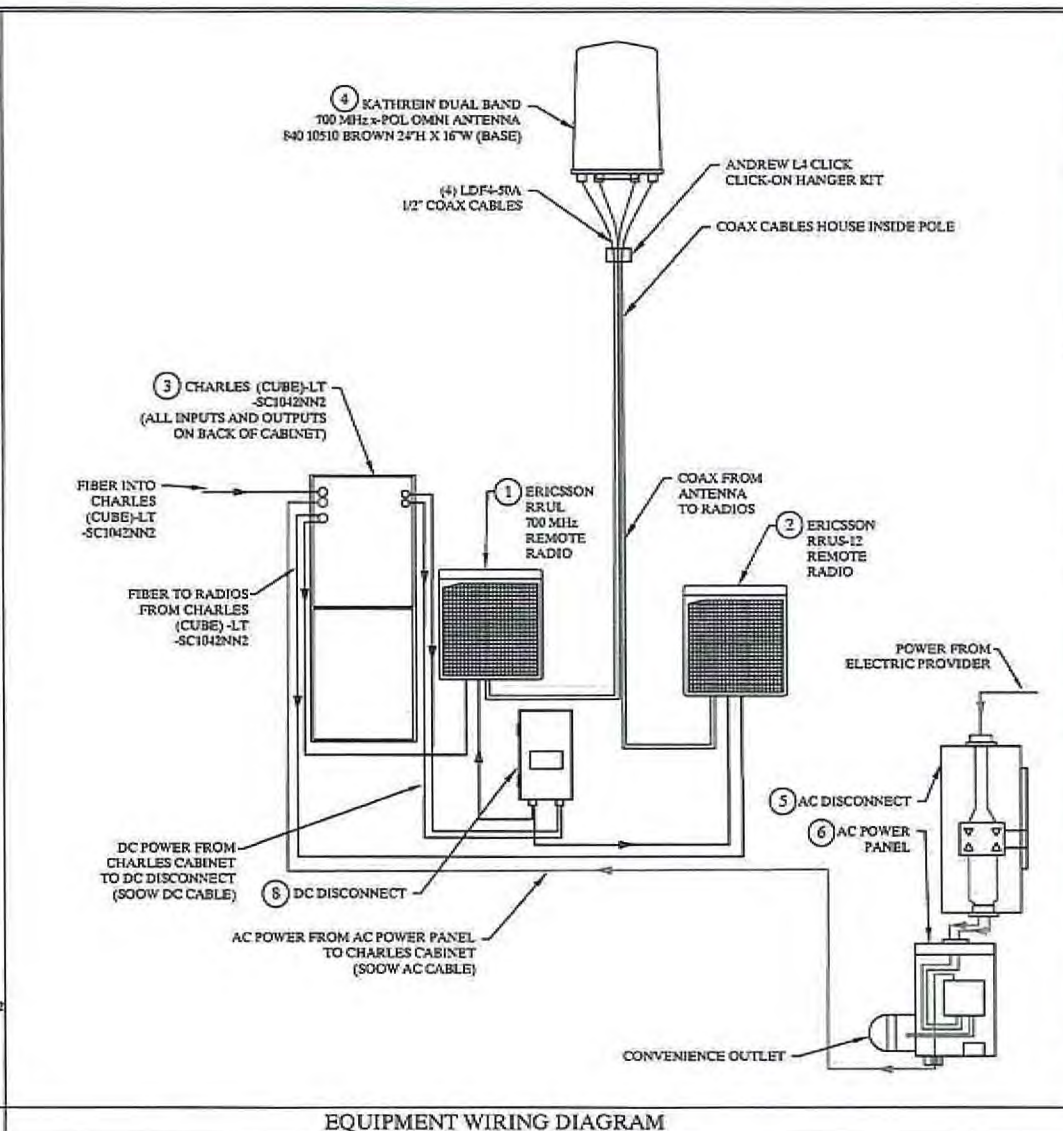
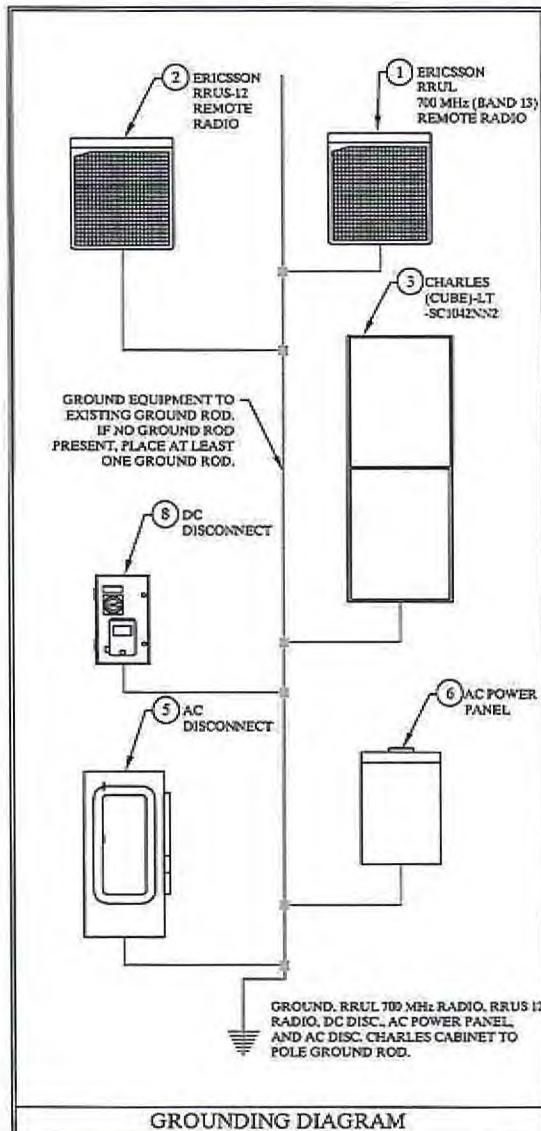
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Approved by:

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Sheet: 3 of 6





Project #:

**FIBMI16001**

OWNER/DEVELOPER:

**Fibertech**

Original Issue Date: 7/1/16

Latest Revision Date: 8/3/16

PREPARED BY:

**Cabe's**

4004 North 40th Street  
Shelburne, VT 05483  
Phone: (802) 459-2600  
Fax: (802) 459-2605

Task:

**NODE 16304**  
DAS NODE INSTALLATION  
PROPOSED NODE  
16304-1 94 AND  
MORRANG SC OPTION 2  
(SC-MI (1240))  
GROSSE POINT WOODS, MI

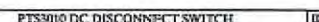
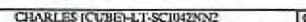
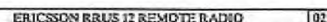
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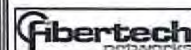
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Project #:

FIBMI16001

CONSEQUENT LOSS OF



Original Issue Date 7/1/16

Latent Revision Date: 8/3/16

**PRIZARD INC.**

4324 North 40th Street  
Sheboygan, WI 53080  
Phone: (720) 293-2444  
FAX: (720) 299-2405

Time

NODE 16304  
DAS NODE INSTALLATION  
PROPOSED NODE  
16304-1\_94 AND  
\_MORRAN\_SC OPTION 2  
(SC-MI 0240)  
GROSSE POINT WOODS, MI

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Division:	Classification:	Approved by:
PDR	GABES	
Date:	N.T.S.	

5 of 6



PRE-IMPLEMENTATION PHOTO

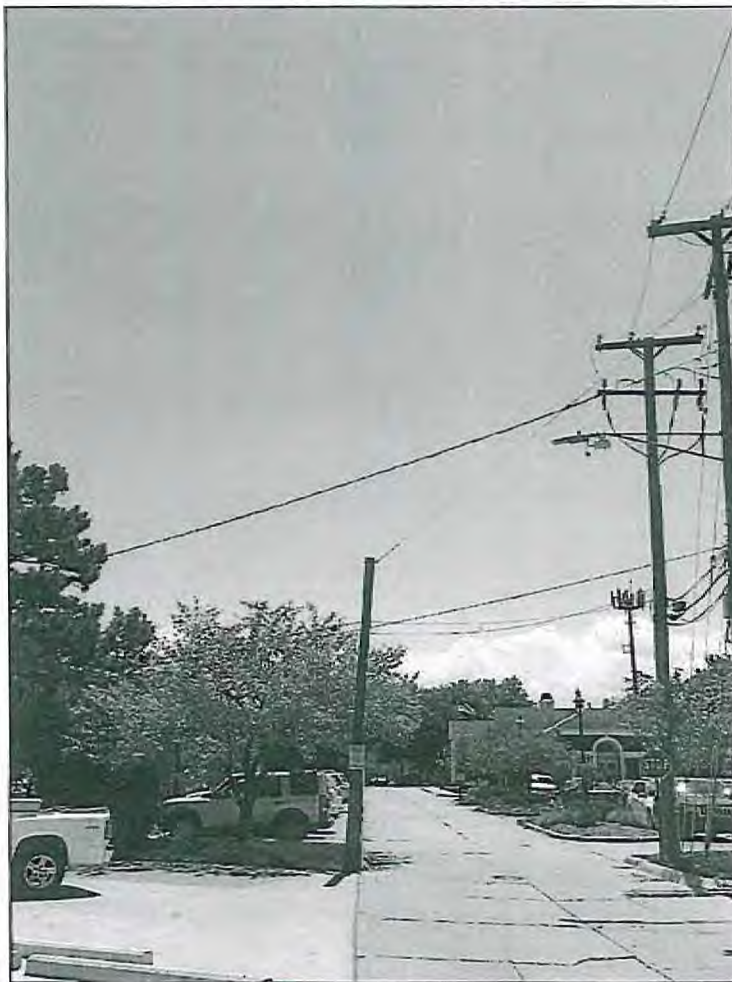
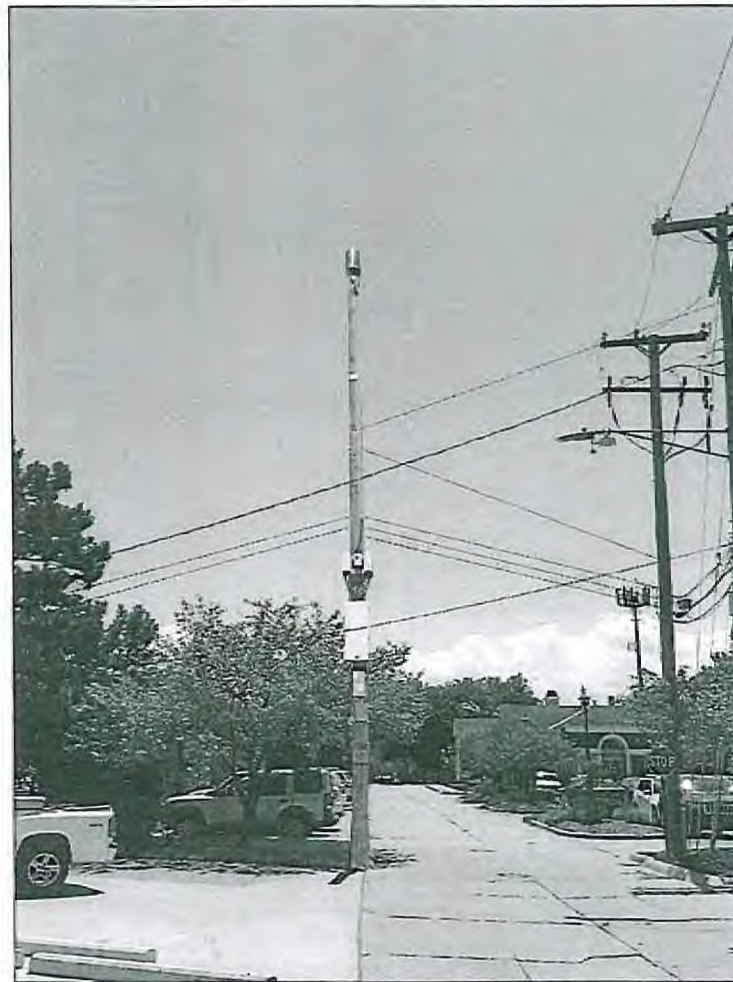


PHOTO SIMULATION



Project #:

**FIBMI16001**

OWNER/DEVELOPER:

**Fibertech**  
INSURANCE

Original Issue Date: 7/1/16

Latest Revision Date: 8/3/16

PREPARED BY:



4504 North 4th Street  
Sheboygan, WI 53083  
Phone: (920) 459-2600  
FAX: (920) 459-2606

Title:

**NODE 16305**  
**DAS NODE INSTALLATION**  
**PROPOSED NODE**  
**16305-1.94 AND**  
**MORRANG SC (SC-MI 0241)**  
**GROSSE POINTE WOODS, MI**

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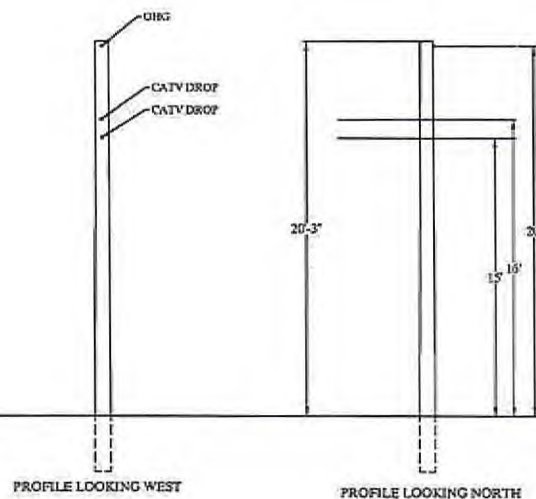
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PDR GABES

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Sheet: 2 of 6

# EXISTING DTE POLE

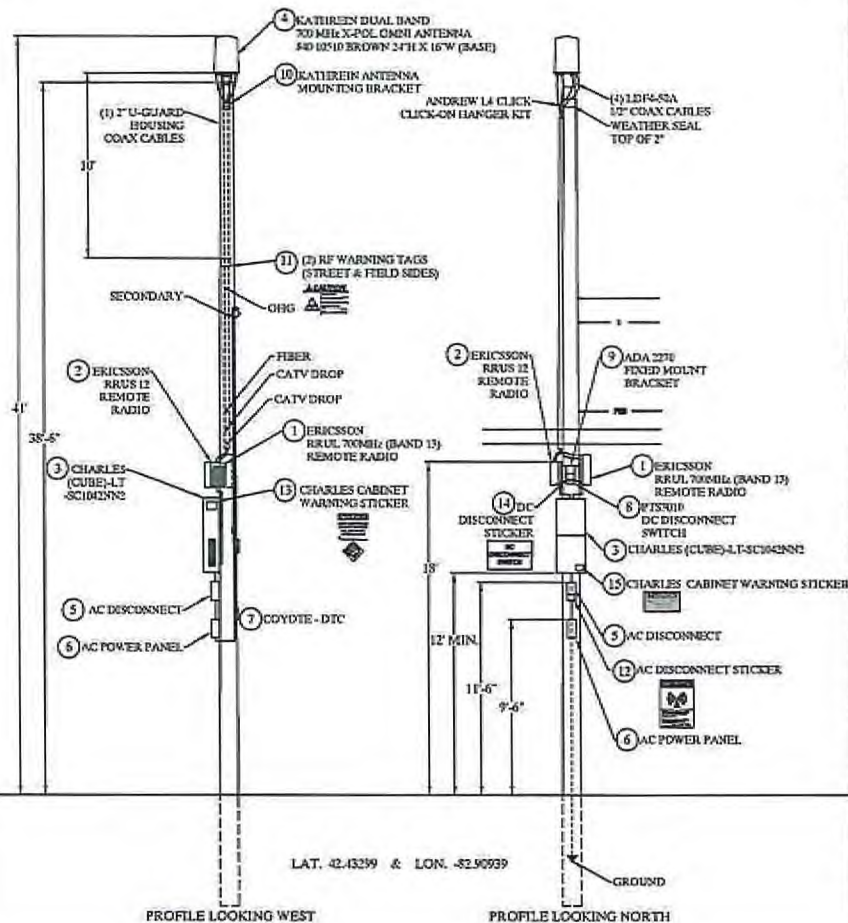


PROFILE LOOKING WEST

PROFILE LOOKING NORTH

CALL MISS DIG AT  
1-800-482-7171  
72 HOURS PRIOR TO DIGGING

# PROPOSED NEW CL3-45" WOOD POLE



PROFILE LOOKING WEST

PROFILE LOOKING NORTH

LAT. 42.45259 & LON. -82.90939



Project #:  
**FIBMI16001**

OWNER/DEVELOPER:



Original Issue Date: 7/1/16

Latest Revision Date: 8/3/16

PREPARED BY:



Title:

**NODE 16305**  
DAS NODE INSTALLATION  
PROPOSED NODE  
16305-1 94 AND  
MORRANG SC (SC-MI 0241)  
GROSSE POINTE WOODS, MI

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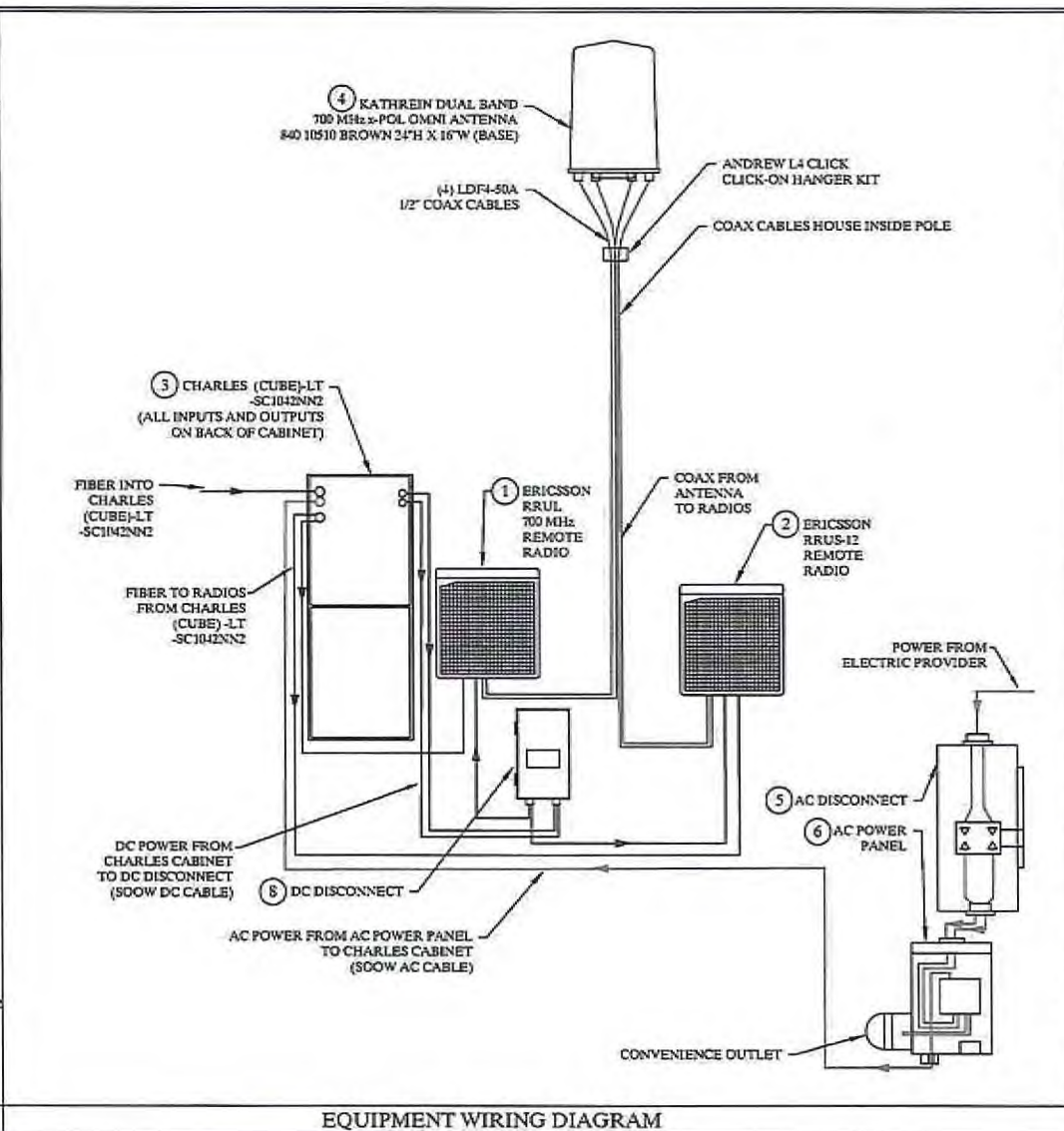
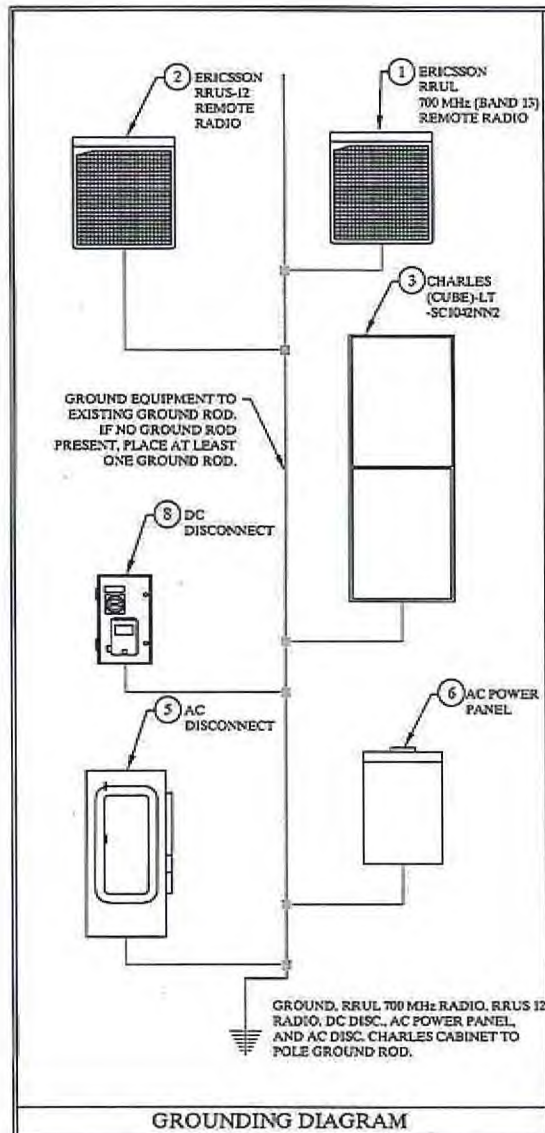
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PDR GABES

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Sheet 3 of 6









Project #: **FIBMI16001**

OWNER/DEVELOPER:



Original Issue Date: 7/1/16  
 Latest Revision Date: 8/3/16

PREPARED BY:



4803 North 4th Street  
 Sheboygan, WI 53081  
 Phone: (920) 456-3100  
 FAX: (920) 456-3068

Title:

**NODE 16305**  
 DAS NODE INSTALLATION  
 PROPOSED NODE  
 16305-1 94, AND  
 MORRANG, SC (SC-MI 0241)  
 GROSSE POINTE WOODS, MI

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Sheet: **4 of 6**

**CITY OF GROSSE POINTE WOODS**  
BUILDING DEPARTMENT  
MEMORANDUM

**DATE:** September 27, 2016  
**TO:** Mayor & City Council *CT.*  
**FROM:** Gene Tutag, Building Official  
**SUBJECT:** Fibertech Metro Act Modification Request

**RECEIVED**  
**SEP 27 2016**  
CITY OF GROSSE PTE. WOODS

An application to modify a Metro Act Permit issued to Fibertech on July 30, 2014 has been reviewed. Upon review of the application, a number of issues and concerns were identified and have been addressed by the applicant working thru the City Attorney's Office. However, Mr. Berschback's letter to the Mayor and City Council states that the applicant will install two small antennas on top of two DTE utility poles. What is not stated is that in addition to the antenna, equipment as shown in the attached photo simulations and plans will also be installed on these poles.

The proposed installations of the supplementary equipment mounted on the poles are visually intrusive to the surrounding areas, particularly the location (NODE 16305) proposed directly north of City Hall. This alley serves as an entrance to the municipal complex. This area is already teeming with communication cabinets, abandoned antenna, and abandoned cables. This proposed new equipment will contribute to the visual clutter already in the alley and does not promote a favorable first impression when entering the City's property (photos attached).

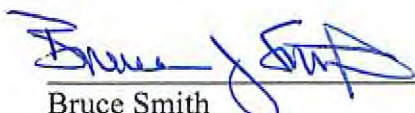
DAS equipment does not all have to be deployed on lighting or utility poles. In most cases the DAS electronics can be hidden inside utility-like enclosures that are concealed from view with landscaping or in underground vaults, so only the antenna itself is visible.

On September 27, 2016, I spoke with Judith Newkirk of Fibertech with my concerns. She indicated to me that they would be reviewed and she would get back to me. As of this writing I have not received a response.

I anticipate this will be the first of many requests to install this technology in our community. The need for this technology is recognized; however, the need to protect the aesthetics of the community must also be considered.

Approval of the installation of this equipment in the right of way is not recommended until a less intrusive plan to conceal the equipment is proposed, reviewed, and approved.

APPROVED BY:

  
Bruce Smith  
City Administrator

6/27/2016  
DATE:









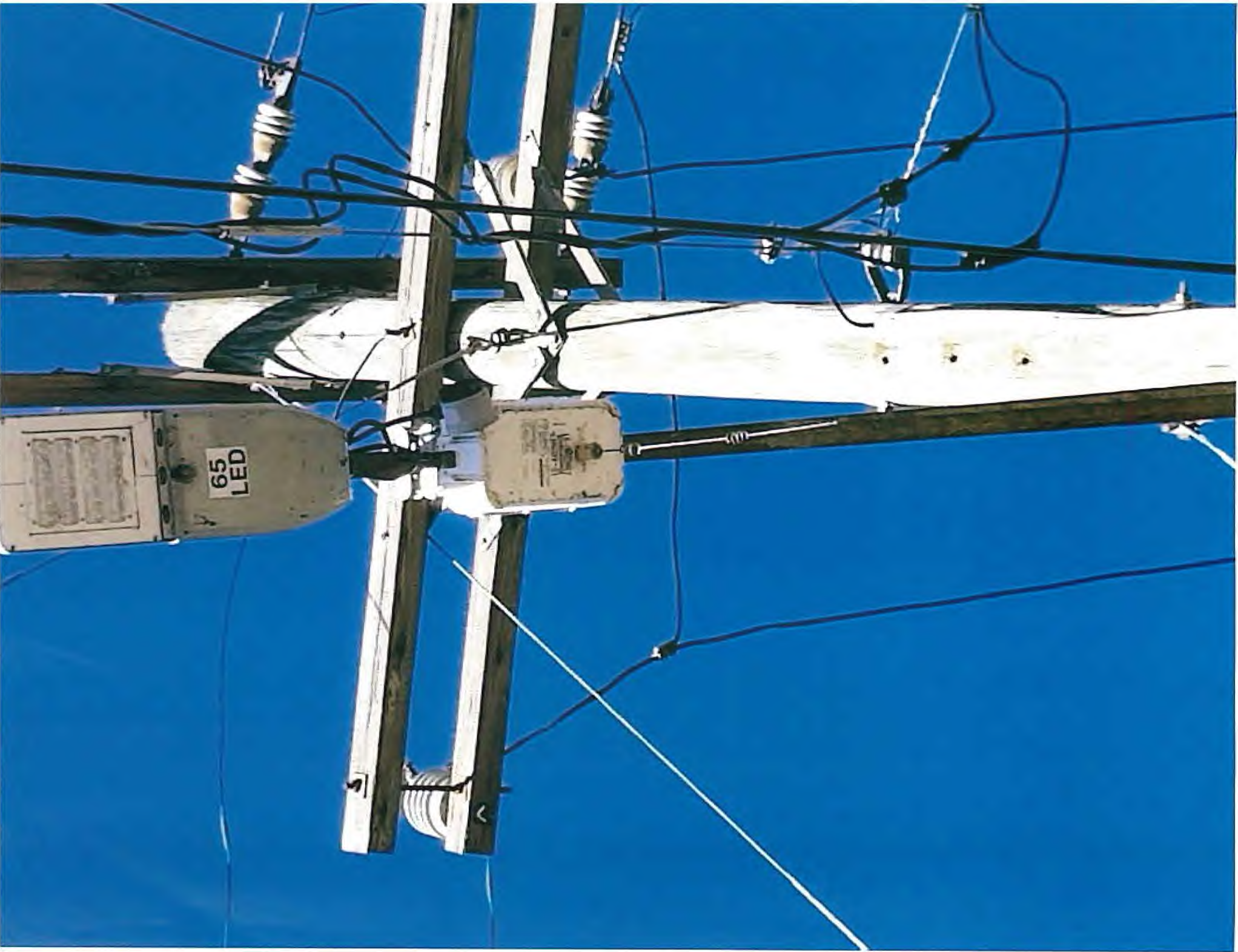














## Gene Tutag

---

**From:** Newkirk, Judy [JNewkirk@lighttower.com]  
**Sent:** Wednesday, September 28, 2016 9:43 AM  
**To:** Gene Tutag  
**Cc:** Charles Berschback; Sue Stewart; Ernst, Natasha; Miller, Jean; Herald, Steven  
**Subject:** RE: DAS Installation Grosse Pointe Woods MI

Hi Gene

Thank you for your email regarding our proposed DAS installation in the city of Grosse Pointe Woods.

We understand that Grosse Pointe Woods wants to minimize the aesthetic impact of the location to the Municipal Complex. We agree, which is why we picked a location (1) that can use an existing DTE pole, so we don't need a new poles and (2) in a parking lot area, so it isn't in a more prominent visual location. We understand that you would prefer the equipment be on the ground, but unfortunately that is not possible because this area of the right of way is very narrow. If the equipment weren't on the pole, it would literally need to be in the road. We can put the equipment higher up on the pole so it isn't in the line of sight or adjust its position on the pole so it is more out of sight. Would something like that work?

From a network perspective, this location will provide increase coverage and public safety capabilities for the municipal complex. This area is currently lacking optimal coverage, which again, this location will fix. If we moved it to another area, the coverage would deteriorate, and there still wouldn't be enough room to place the equipment anywhere but on the pole. We also fear it would become more noticeable because the antenna would have to go on a 3' side arm bracket, not the pole top, per DTE specifications.

We really are trying to do the best we can to improve infrastructure with the least impact to aesthetics. Please let us know if this answers your questions. We are happy to discuss further.

Thanks  
Judy

---

**From:** Gene Tutag [mailto:GTutag@gpwmil.us]  
**Sent:** Tuesday, September 27, 2016 12:03 PM  
**To:** Newkirk, Judy  
**Cc:** Charles Berschback; Sue Stewart  
**Subject:** DAS Installation Grosse Pointe Woods MI

Judith

Following up with our conversation this morning regarding the installation of two DAS nodes in Grosse Pointe Woods I expressed concerns with equipment to be installed on the DTE poles that will provide power and other support functions for the antenna. The submitted photos and elevations show this equipment to be surface mounted onto the existing poles, as I explained to you our right of ways are already cluttered with abandoned antenna, cable and communication cabinets. I also explained that the location of NODE 16305 is in an alley that serves as an entrance to the City's Municipal Complex and the equipment being installed on this pole will further add to the visual clutter as one enters the property.



I am aware that this equipment can be installed in an underground vault or in a cabinet that can be concealed with landscaping. I am requesting that a alternative location that has a lesser visual impact on the surrounding areas and community be found for the equipment associated with the antenna.

Thank you

Gene Tutag

Property of the City of Grosse Pointe Woods. If you have received this transmission in error, please delete immediately.

# **CITY OF GROSSE POINTE WOODS**

## **TITLE VI**

### **NON-DISCRIMINATION PLAN**

**20025 MACK PLAZA DRIVE  
GROSSE POINTE WOODS, MI 48236  
313-343-2440 Phone  
313-343-5667 Fax  
[www.gpwmi.us](http://www.gpwmi.us)**

**Title VI Coordinator:  
Bruce J. Smith, City Administrator  
313-343-2440 Phone  
313-343-5667 Fax  
Email: [bsmith@gpwmi.us](mailto:bsmith@gpwmi.us)**



## Table of Contents

INTRODUCTION .....	3
TITLE VI POLICY STATEMENT .....	6
TITLE VI ASSURANCE .....	8
AUTHORITIES .....	10
DEFINITIONS.....	11
ADMINISTRATION – GENERAL .....	13
LIMITED ENGLISH PROFICIENCY .....	14
ENVIRONMENTAL JUSTICE .....	20
FILING A TITLE VI COMPLAINT .....	22
RETALIATION.....	24
REPORTING REQUIREMENTS TO AN EXTERNAL AGENCY .....	25
RECORDS .....	25
APPENDIX A REQUIRED CONTRACT LANGUAGE.....	26
APPENDIX B TRANSFER OF PROPERTY .....	28
APPENDIX C PERMITS, LEASES AND LICENSES .....	30
APPENDIX D TITLE VI COMPLAINT FORM.....	31
APPENDIX E .....	33
APPENDIX F PROGRAM COMPLIANCE/PROGRAM REVIEW GOALS FOR CURRENT PLAN YEAR .....	34



## INTRODUCTION

The City of Grosse Pointe Woods is located in Wayne County. The City provides water, sewer, roads, police, fire, parks, and several other services to its residents. Grosse Pointe Woods was incorporated as a City in 1950. The City of Grosse Pointe Woods serves all people of Grosse Pointe Woods, including minority populations, low-income populations, the elderly, persons with disabilities, and those who travel to our City. The City of Grosse Pointe Woods recognizes its responsibility to provide fairness and equity in all of its programs, services, and activities, and that it must abide by and enforce federal and state civil rights legislation.

Title VI of the Civil Rights Act of 1964, is the overarching civil rights law that prohibits discrimination based on race, color, or national origin, in any program, service or activity that receives federal assistance. Specifically, Title VI assures that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance." Title VI has been broadened by related statutes, regulations and executive orders. Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibit unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of federal-aid recipients and contractors whether those programs and activities are federally funded or not.

In addition to statutory authorities, Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," signed in February of 1994, requires federal agencies to achieve Environmental Justice as part of its mission by identifying disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations. Environmental Justice Initiatives are accomplished by involving the potentially affected public in the development of transportation projects that fit within their communities without sacrificing safety or mobility. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations to summarize and expand upon the requirements of Executive Order 12898 on Environmental Justice. Also, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance.

As a recipient of federal financial assistance, the City of Grosse Pointe Woods must provide access to individuals with limited ability to speak, write, or understand the English language. The City of Grosse Pointe Woods must not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration which cause adverse impact because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the



program because of race, color or religion. Therefore, the primary goals and objectives of the City of Grosse Pointe Woods Title VI Program are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;
2. To ensure that people affected by the City of Grosse Pointe Woods programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;
3. To prevent discrimination in the City of Grosse Pointe Woods programs and activities, whether those programs and activities are federally funded or not;
4. To establish procedures for identifying impacts in any program, service, or activity that may create an illegal adverse impact on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations;
5. To establish procedures to annually review Title VI compliance within specific program areas within the City of Grosse Pointe Woods;
6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in a City of Grosse Pointe Woods service, program or activity.

The City of Grosse Pointe Woods mission is “to serve the people of the City of Grosse Pointe Woods honestly, effectively, and with integrity in order to provide for an attractive, clean, safe, secure, and enriching environment that assures a high quality of life.” As the sub-recipient of federal transportation funds, the City of Grosse Pointe Woods must comply with federal and state laws, and related statutes, to ensure equal access and opportunity to all persons, with respect to transportation services, facilities, activities, and programs, without regard to race, color, religion, national origin, sex, socio-economic status, or geographical location. Every effort will be made to prevent discrimination in any program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The City of Grosse Pointe Woods shall also ensure that their sub-recipients adhere to state and federal law and include in all written agreements or contracts, assurances that the sub-recipient must comply with Title VI and other related statutes. The City of Grosse Pointe Woods, as a sub-recipient who contracts using federal funds, shall monitor their sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the City of Grosse Pointe Woods will make a good faith effort to ensure that the sub-recipient corrects any deficiencies arising out of complaints related to Title VI; and that sub-recipients will proactively gauge the impacts of any program or activity on minority populations and low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations.

## **Discrimination under Title VI**

There are two types of illegal discrimination prohibited under Title VI and its related statutes. One type of discrimination which may or may not be intentional is “disparate treatment.” Disparate treatment is defined as treating similarly situated persons differently because of their race, color, national origin, sex, disability, or age.

The second type of illegal discrimination is “disparate impact.” Disparate impact discrimination occurs when a “neutral procedure or practice” results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The City of Grosse Pointe Woods efforts to prevent such discrimination must address, but not be limited to, a program’s impacts, access, benefits, participation, treatment, services, contracting opportunities, training, investigation of complaints, allocation of funds, prioritization of projects, and the overarching functions of planning, project development and delivery, right-of-way, construction, and research.

The City of Grosse Pointe Woods has developed this Title VI Plan to assure that services, programs, and activities of the department are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, age, or disability of the participants or beneficiaries of federally funded programs, services, or activities (see Title VI Assurances).



## **CITY OF GROSSE POINTE WOODS**

### **TITLE VI POLICY STATEMENT**

The City of Grosse Pointe Woods reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the following provision:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” In applying this policy, the City of Grosse Pointe Woods and its sub-recipients of federal funds will not:

1. Deny any individual with any services, opportunity, or other benefit for which such individual is otherwise qualified;
2. Provide any individual with any service, or other benefit, which is inferior (in quantity or quality) to, or which is provided in a different manner from that which is provided to others;
3. Subject any individual to segregated or disparate treatment in any manner related to such individual's receipt of services or benefits;
4. Restrict an individual in any way from the enjoyment of services, facilities or any other advantage, privilege or other benefit provided to others;
5. Adopt or use methods of administration, which would limit participation by any group of recipients or subject any individual to discrimination;
6. Address any individual in a manner that denotes inferiority because of race, color, or national origin;
7. Permit discriminatory activity in a facility built in whole or in part with federal funds;
8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;
9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English speaking ability, when requested and as appropriate;
10. Subject an individual to discriminatory employment practices under any federally funded program whose objective is to provide employment;
11. Locate a facility in any way, which would limit or impede access to a federally-funded service or benefit.

The City of Grosse Pointe Woods will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance. If irregularities occur in the administration of the program's operation, procedures will be promptly implemented to resolve Title VI issues all within a period not to exceed 90 days.

The City of Grosse Pointe Woods designates Bruce J. Smith, the City Administrator as the Title VI Coordinator. The City Administrator will be responsible for initiating and monitoring Title VI activities and other required matters, ensuring that the City of Grosse Pointe Woods complies with the Title VI regulations and pursues prevention of Title VI deficiencies or violations. Inquiries concerning the City of Grosse Pointe Woods and Title VI may be directed to the City Administrator at 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236, Phone: 313.343.2440 or by email at [bsmith@gpwwmi.us](mailto:bsmith@gpwwmi.us).

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Robert E. Novitke  
Mayor

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Bruce J. Smith  
City Administrator



## **CITY OF GROSSE POINTE WOODS TITLE VI ASSURANCE**

The City of Grosse Pointe Woods (hereinafter referred to as "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs for the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of gender, race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and hereby gives assurances that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) (1) and (b) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Program and, in adapted form in all proposals for negotiated agreements:

"The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, 'as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Highway Aid Program and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Highway Aid Program.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Dated: \_\_\_\_\_

City of Grosse Pointe Woods

\_\_\_\_\_  
Bruce J. Smith, City Administrator



## AUTHORITIES

**Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h);**

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the grounds of race, color, or national origin (including Limited English Proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21). Related statutes have broadened the grounds to include age, low income, and disability.

The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

**Federal Aid Highway Act of 1973, 23 USC 324:** No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

**Age Discrimination Act of 1975, 42 USC 6101:** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**Americans With Disabilities Act of 1990 PL 101-336:** No qualified individual with a disability shall, by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination by a department, agency, special purpose district or other instrumentality of a state or local government.

**Section 504 of the Rehabilitation Act of 1973:** No qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

**USDOT Order 1050.2:** Standard Title VI Assurances.

**EO12250:** Department of Justice Leadership and coordination of Non-discrimination Laws.

**EO12898:** Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.

**28 CFR 50.3:** Guidelines for the enforcement of Title VI of the Civil Rights Act of 1964.

**EO13166:** Improving Access to Services for Persons with Limited English Proficiency.



## DEFINITIONS

Adverse Effects – The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to: (See Appendix E for additional discussion of “significant”)

- Bodily impairment, infirmity, illness or death
- Air, noise and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community’s economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of person’s businesses, farms or non-profit organizations
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of the City programs, policies and activities

Significant Adverse effects on Minority and Low-Income Populations – An adverse effect that:

- a. is predominantly borne by a minority population and/or a low-income population, or
- b. will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Limited English Proficiency - Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the City.

Federal Assistance – Includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

Low-Income – A person whose median household income is at or below the Department of Health and Human Service Poverty guidelines. <http://aspe.hhs.gov/poverty/>

Low-Income Population – Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.



Minority – A person who is:

- a. Black – A person having origins in any of the black racial groups of Africa;
- b. Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- c. Asian American – A person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or
- d. American Indian and Alaskan Native – A person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population – Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Non-Compliance – A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons – Where designation of persons by race, color or national origin is required, the following designation ordinarily may be used; “White not of Hispanic origin”, “Black not of Hispanic origin”, “Hispanic”, “Asian or Pacific Islander”, “American Indian or Alaskan Native”. Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program – Includes any road or park project including planning or any activity for the provision of services financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient - Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Sub-Recipient – Any agency such as a council or governments, regional planning agency, education institution, for example, that received Federal Highway Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.



## ADMINISTRATION – GENERAL

The City Administrator, Bruce J. Smith shall have lead responsibility for coordinating the administration of the Title VI and related statutes program, plan and assurances.

Complaints: If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or disability he/she may exercise his/her right to file a complaint with the City. Complaints may be filed with the City Administrator. Every effort will be made to resolve complaints informally at the lowest level.

Data Collection: Statistical data on race, color, national origin, English language ability and sex of participants in, and beneficiaries of City programs; e.g., impacted citizens and affected communities will be gathered and maintained by the City. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

City Reviews: Special emphasis program reviews will be conducted based on the annual summary of Title VI activities accomplishments and problems. The reviews will be conducted by the City to assure effectiveness in their compliance of Title VI provisions. The City Administrator will coordinate efforts to ensure the equal participation in all their programs and activities at all levels. The City does not have any special emphasis programs at this time.

Title VI Reviews on Sub-Recipients: Title VI compliance reviews will be conducted annually by the City Administrator. Priority for conducting reviews will be given to those recipients of federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the act. The reviews will entail examination of the recipients' adherence to all Title VI requirements. The status of each review will be reported in the annual update and reported to relevant U.S. Department of Transportation (USDOT) modes upon request.

Annual Reporting Form: The City Administrator will be responsible for coordination, compilation, and submission of the annual reporting form data to the Michigan Department of Transportation (MDOT), Civil Rights Program Unit via the Sub-Recipient Annual Certification Form (MDOT form #0179) by October 5<sup>th</sup>.

Title VI Plan Updates: If updated, a copy of Title VI Plan will be submitted to the MDOT, Civil Rights Program Unit, as soon as the update has been completed, or as soon as practicable, and no later than 30 days if significant changes are made.

Public Dissemination: The City will disseminate Title VI Program information to City employees and to the general public. Title VI Program information will be submitted to sub-recipients, contractors and beneficiaries. Public dissemination will include inclusions of Title VI language in contracts and publishing the Title VI plan on the City's website, [www.gpwmj.us](http://www.gpwmj.us).



Remedial Action: The City, through the City Administrator will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.

## LIMITED ENGLISH PROFICIENCY

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency<sup>i</sup>, to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter<sup>ii</sup>. These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, “LEP,” or Limited English Proficient. The Executive Order states that:

“Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency’s programs and activities.”

Not only do all federal agencies have to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance. Recipients of federal funds range from state and local agencies, to nonprofits and organizations. Title VI covers a recipient’s entire program or activity. This means all parts of a recipient’s operations are covered, even if only one part of a recipient’s organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

The City of Grosse Pointe Woods receives funds from the US Department of Transportation via the Federal Highway Administration.

The US Department of Transportation published *Policy Guidance Concerning Recipients’ responsibilities to Limited English Proficient Person* in the December 14<sup>th</sup>, 2005 Federal Register.<sup>iii</sup>



The Guidance implies that the City of Grosse Pointe Woods is an organization that must follow this guidance:

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations, and regional, state, and local transit operators, among many others. Coverage extends to a recipient's entire program or activity, i.e., to all parts of a recipient's operations.

This is true even if only one part of the recipient receives the Federal assistance. For example, if DOT provides assistance to a state department of transportation to rehabilitate a particular highway on the National Highway System, all of the operations of the entire state department of transportation—not just the particular highway program or project—are covered by the DOT guidance.

### **Elements of an Effective LEP Policy**

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing and LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance
2. Identifying ways in which language assistance will be provided
3. Training Staff
4. Providing notice to LEP persons
5. The recommended method of evaluating accessibility to available transportation services is the Four-Factor Analysis identified by the USDOT.

These recommended plan elements have been incorporated into this plan.

### **Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy**

The DOT guidance outlines four factors recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP Community.
4. The resources available to the City of Grosse Pointe Woods and overall cost.

The greater the number or proportion of eligible LEP persons; the greater the frequency with which they have contact with a program, activity, or service and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local



governments. Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets.

The DOT guidance is modeled after the Department of Justice's guidance and requires recipients and sub recipients to take steps to ensure meaningful access their programs and activities to LEP persons. More information for recipients and sub recipients can be found at <http://www.lep.gov>.

### **The Four-Factor Analysis**

This plan uses the recommended four-factor analysis of an individualized assessment considering the four factors outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to City of Grosse Pointe Woods services and activities that may affect their quality of life. Recommendations are then based on the results of the analysis.

#### **Factor 1: The Proportion, Numbers and Distribution of LEP Persons**

The Census Bureau has a range of four classifications of how well people speak English. The classifications are 'very well', 'well', 'not well', and 'not at all'. For our planning purposes, we are considering people that speak English less than 'very well' as Limited English Proficient persons.

As seen in Table #1, the Census 2010 Data for The City of Grosse Pointe Woods shows a small amount of the population that would speak English less than 'very well'.

**Table #1**

LANGUAGE SPOKEN AT HOME	# of Individuals	Percent
Population 5 years and over	15,392	15,392
English only	14,109	91.7%
Language other than English	1,283	8.3%
Speak English less than "very well"	249	1.6%
Spanish	115	0.7%
Speak English less than "very well"	44	0.3%
Other Indo-European languages	937	6.1%
Speak English less than "very well"	86	0.6%
Asian and Pacific Islander languages	64	0.4%
Speak English less than "very well"	57	0.4%
Other languages	167	1.1%
Speak English less than "very well"	62	0.4%

Source: American Fact Finder *SELECTED SOCIAL CHARACTERISTICS IN THE UNITED STATES 2006-2010*  
*American Community Survey 5-Year Estimates*

**Factor 2: Frequency of Contact with LEP Individuals**

The City has conducted an informal survey of their employees with regard to whether they have had encounters with LEP individuals in the performance of their job functions and found that staff have had contact with LEP individuals very infrequently. We have offices accessible to the public and therefore accessible to LEP individuals. The City also has staff that work in the field that could encounter LEP individuals. Additionally, regular board meetings are held the first Tuesday of each month which would potentially bring LEP individuals to these meetings. Given the small concentration of LEP individuals as displayed in Table #1 (above) the probability of our employees encountering LEP individuals is low.

**Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP**

The City of Grosse Pointe Woods serves individuals throughout the City in a variety of ways including managing roads, water, sewer, police, fire, elections, and other services to citizens of the City and others from outside the City. The nature of the services that the City provides is very important to an individual's day to day life. Denial of services to an LEP individual could have a significant detrimental effect. Although the LEP population is small, we will ensure accessibility to all of our programs, services, and activities.

**Factor 4: The Resources Available to the City of Grosse Pointe Woods and Overall Cost**

US Department of Transportation Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

*"Certain DOT recipients, such as those serving very few LEP persons or those with very limited resources, may choose not to develop a written LEP plan."*

The City of Grosse Pointe Woods does serve very few LEP persons and has very limited resources; therefore it has decided to include a LEP section in its Title VI Plan in order to comply with the Executive Order.

**Safe Harbor Stipulation**

Federal law provides a "Safe Harbor" situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A "safe harbor" means that if a recipient provides written translation in certain circumstances, such action will be considered strong evidence of compliance with the recipient's written-translation obligations under Title VI.



The failure to provide written translations under the circumstances does not mean there is noncompliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four factor analysis. For example, even if a safe harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient's written-translation obligations under "safe harbor" includes providing written translations of vital documents for each eligible LEP language group eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This "safe harbor" provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Given the small number of LEP individuals in our community, the City of Grosse Pointe Woods budget and number of staff; it is deemed that written translations of vital documents would be so burdensome as to defeat the legitimate objectives of our programs. It is more appropriate for City of Grosse Pointe Woods to proceed with oral interpretation options for compliance with LEP regulations.

### **Providing Notice to LEP Persons**

USDOT LEP guidance says:

Once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in languages LEP persons would understand.

The guidance provides several examples of notification including:

1. Signage in languages that an LEP individual would understand when free language assistance is available with advance notice.
2. Stating in outreach documents that free language services are available from the agency.
3. Working with community-based organizations and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services.

Statements in languages that an LEP individual would understand will be placed in public information and public notices that persons requiring language assistance or special accommodations will have those provided, with seven (7) days advance notice to the City of Grosse Pointe Woods.



## Options and Proposed Actions

### Options:

Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.<sup>iv</sup>

The City of Grosse Pointe Woods is defining as interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language and a translator as a person who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.<sup>v</sup>

Considering the relatively small scale of the City of Grosse Pointe Woods, the small concentration of LEP individuals, and limited financial resources, it is necessary to limit language aid to the most basic and cost-effective services.

### **What the City of Grosse Pointe Woods will do. What actions will the City of Grosse Pointe Woods take?**

- With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation and signage for the hearing impaired.
- The City will utilize the *Translators Resource List* as provided by MDOT for translation services and verbal interpretation.
- Ensure placement of statements in notices and publications in languages other than English that interpreter services are available for public meetings.
- The Census Bureau “I-speak” Language Identification Card will be distributed to all employees that may potentially encounter LEP individuals.
- Once the LEP individual’s language has been identified, City employees will contact an agency from the Translator’s Resource List to provide interpretation services to assist.
- Publications of the city’s complaint form available at public meetings.
- In the event that a City employee encounters a LEP individual, they will follow the procedure listed below:

#### OFFICE ENCOUNTER

1. Provide an I-speak language identification card to determine the language spoken of the LEP individual.
2. Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter from MDOT’s *Translators Resource List*.



3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

#### ROAD ENCOUNTER

1. Road crew employee will immediately contact the Title VI coordinator for assistance, and provide an I-speak language identification card to the LEP individual to determine the language spoken of the individual.
2. Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter from MDOT's *Translators Resource List* to provide telephonic interpretation.
3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

#### IN WRITING

1. Once a letter has been received it will be immediately forwarded to the Title VI Coordinator.
2. The Title VI Coordinator will contact an translator from the MDOT's *Translators Resource List* to determine the specifics of the letter request information.
3. The Title VI Coordinator will work with the selected agency to provide the requested service to the individual in a timely manner.

#### OVER THE PHONE

1. If someone calls into our office speaking another language every attempt will be made to keep that individual on the line until an interpreter can be conferenced into the line and if possible determine the language spoken of the caller.
2. Once the language spoken by the caller has been identified we will proceed with providing the requested assistance to the LEP individual.

#### **City of Grosse Pointe Woods Staff Training**

City of Grosse Pointe Woods staff will be provided training on the requirements for providing meaningful access to services for LEP persons.

#### **ENVIRONMENTAL JUSTICE**

Compliance with Title VI includes ensuring that no minority or low income population suffers "disproportionately high and adverse human health or environmental effect" due to any

“programs, policies and activities” undertaken by any agency receiving federal funds. This obligation will be met by the City of Grosse Pointe Woods in the following ways:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
- If a disproportionate effect is anticipated, following mitigation procedures.
- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives.

Disproportionate effects are those effects which are appreciably more severe for one group or predominantly borne by a single group. The City of Grosse Pointe Woods will use U.S. Census data to identify low income and minority populations.

Where a project impacts a small number or area of low income or minority populations, the City of Grosse Pointe Woods will document that:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment, etc.
- The project’s impact is unavoidable.
- The benefits of the project far out-weigh the overall impacts.
- Mitigation measures are being taken to reduce the harm to low income or minority populations.

If it is concluded that no minority and/or low income population groups are present in the project area, the City of Grosse Pointe Woods will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the City of Grosse Pointe Woods will administer potential disproportionate effects test.

The following steps will be taken to assess the impact of project on minority and/or low income population groups:

**STEP ONE:** Determine if a minority of low income population is present within the project area. If a conclusion is that no minority and/or low income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority populations and/or low income population groups present, proceed to Step Two.

**STEP TWO:** Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts and questions contained in Appendix E. If it is determined that there are disproportionately high and adverse impacts to minority and low income populations, proceed to Step Three.



**STEP THREE:** Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected by proposed project.

**STEP FOUR:** If after mitigation, enhancements and off setting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low income populations, then the following questions must be considered:

Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low income population?

Question 2: Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?

Question 3: Considering the overall public interest, is there a substantial need for the project?

Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations (a) have other social economic or environmental impacts that are more severe than those of the proposed action (b) have increased costs of extraordinary magnitude?

**STEP FIVE:** Include all findings, determinations or demonstrations in the environmental document prepared for the project.

## **FILING A COMPLAINT**

### **I. Introduction**

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding the City programs, activities and services as required by statute.

### **II. Purpose**

The purpose of the discrimination complaint procedures is to describe the process used by the City for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

### **III. Roles and Responsibilities**

The City Administrator has overall responsibility for the discrimination complaint process and procedures. The City Administrator may, at his/her discretion assign a capable person to investigate the complaint.

The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

#### **IV. Filing a Complaint**

The complainant shall make him/herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

Applicability: The complaint procedures apply to the beneficiaries of City programs, activities and services, including but not limited to: the public, contractors, sub-contractors, consultants, and other sub-recipients of federal and state funds.

Eligibility: Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the City or its sub-recipients, consultants and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age or disability may bring forth a complaint of discrimination under Title VI.

Time Limitation on Filing Complaints: Title VI complaints may be filed with the City of Grosse Pointe Woods City Administrator. In all situations, the City of Grosse Pointe Woods employees must contact the City Administrator immediately upon receipt of Title VI related statutes complaints.

Complaints must be filed within 180 days of the alleged discrimination. If the complainant could not reasonably be expected to know that the act was discriminatory within the 180 day period, he/she will have 60 additional days after becoming aware of the illegal discrimination to file the complaint.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable of providing a written statement, the complainant will be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

Items that should not be considered a formal complaint: (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

1. An anonymous complaint that is too vague to obtain required information
2. Inquiries seeking advice or information
3. Courtesy copies of court pleadings
4. Newspaper articles
5. Courtesy copies of internal grievances

#### **V. Investigation**

Investigation Plan: The investigator shall prepare a written plan, which includes, but is not limited to the following:



- Names of the complainant(s) and respondent(s)
- Basis for complaint
- Issues, events or circumstances that caused the person to believe that he/she has been discriminated against
- Information needed to address the issue
- Criteria, sources necessary to obtain the information
- Identification of key people
- Estimated investigation time line
- Remedy sought by the complainant(s)

#### Conducting the Investigation:

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained as much as possible.
- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.
- A chronological contact sheet is maintained in the case file throughout the investigation.
- If a Title VI complaint is received on a MDOT related contract against the City of Grosse Pointe Woods, MDOT will be responsible for conducting the investigation of the complaint. Upon receipt of a Title VI complaint filed against the City of Grosse Pointe Woods, the complaint and any pertinent information should immediately be forwarded to the MDOT, Civil Rights Program Unit.

#### Investigation Reporting Process:

- Complaints made against the City of Grosse Pointe Woods' sub-recipient should be investigated by the City following the internal complaint process.
- Within 40 days of receiving the complaint, the investigator prepares an investigative report and submits the report and supporting documentation to the office of the City Administrator for review.
- The City Administrator reviews the file and investigative report. Subsequent to the review, the City Administrator makes a determination of "probable cause" or "no probable cause" and prepares the decision letter.

## **RETALIATION**

The laws enforced by the City of Grosse Pointe Woods prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint please contact:

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

Office: 313.343-2440  
Fax: 313.343-2658  
[bsmith@gpwmi.us](mailto:bsmith@gpwmi.us)

## **REPORTING REQUIREMENTS TO AN EXTERNAL AGENCY**

A copy of the complaint, together with a copy of the investigation report and final decision letter will be forwarded to the MDOT, Civil Rights Program Unit within 60 days of the date the complaint was received.

## **RECORDS**

All records and investigative working files are maintained in a confidential area. Records are kept for three years.



## **APPENDIX A [To Be Inserted In All Federal-Aid Contracts]**

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the “contractor”) agrees, as follows:

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event the contractor’s noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies and/or
  - b. Cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



## **APPENDIX B Transfer of Property**

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### **(GRANTING CLAUSE)**

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the State of Michigan, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4) does hereby remise, release, quitclaim and convey unto the State of Michigan all the right, title and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

### **(HABENDUM CLAUSE)\***

TO HAVE AND TO HOLD said lands and interests therein unto the State of Michigan, and its successors forever, subject, however, the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the State of Michigan, its successors and assigns.

The State of Michigan, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (,) (and)\*(2) that the State of Michigan shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and

the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.



## **APPENDIX C Permits, Leases and Licenses**

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Michigan Department of Transportation, pursuant to the provisions of Assurance 7(a).

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, “as a covenant running with the land”) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Michigan Department of Transportation and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987.

## APPENDIX D Title VI Complaint Form

### CITY OF GROSSE POINTE WOODS TITLE VI COMPLAINT FORM

Title VI of the Civil Rights Act of 1964 states that "No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program, service, or activity receiving federal assistance."

This form may be used to file a complaint with the City of Grosse Pointe Woods based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint. **Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 day period, you have 60 days after you became aware to file your complaint.**

*If you need assistance completing this form due to a physical impairment, please contact Lisa Hathaway, City Clerk at: 313-343-2440(phone), 313-343-5667(fax) or via e-mail at [lhathaway@gpwwi.us](mailto:lhathaway@gpwwi.us).*

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_(home) \_\_\_\_\_(work)

Individual(s) discriminated against, if different than above (use additional pages, if needed).

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_(home) \_\_\_\_\_(work)

Please explain your relationship with the individual(s) indicated above: \_\_\_\_\_

Name of agency and department or program that discriminated:

Agency or department name: \_\_\_\_\_

Name of individual (if known): \_\_\_\_\_



Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date(s) of alleged discrimination:

Date discrimination began \_\_\_\_\_ Last or most recent date \_\_\_\_\_

**ALLEGED DISCRIMINATION:**

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

\_\_\_\_ Race

\_\_\_\_ Religion

\_\_\_\_ Color

\_\_\_\_ National Origin

\_\_\_\_ Age

\_\_\_\_ Sex

\_\_\_\_ Disability

\_\_\_\_ Income

Explain: Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination. (Attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please return completed form to:** Bruce J. Smith, City Administrator, 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236. Email: [bsmith@gpwwmi.us](mailto:bsmith@gpwwmi.us), Phone: 313-343-2400, Fax: 313-343-2658

*Note: The City of Grosse Pointe Woods prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City. Please inform the City Administrator if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.*

## **APPENDIX E - Determine/Distinguish Significant/Non-Significant Effects**

“Significant” requires considerations of both context and intensity:

- (a) *Context*. This means that the significance of an action must be analyzed in several contexts such as society as a whole (human, nation), the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. For instance, in the case of a site-specific action, significance would usually depend upon the effects in the local area rather than in the world as a whole. Both short-and long-term effects are relevant.
- (b) *Intensity*. This refers to the severity of impact. Responsible officials must bear in mind that more than one agency may make decisions about partial aspects of a major action. The following should be considered in evaluating intensity:
  - (1) Impacts that may be both beneficial and adverse. A significant effect may exist even if, on balance, the effect would be beneficial.

“Non-significant effect” means no substantial change to an environmental component and this no material bearing on the decision-making process.

Scientific, technical, institutional, the public’s value, and the local economic conditions influence the meaning of significant effect.

If an alternative would provide a beneficial effect, then the alternative would cause no significant adverse effect. If an alternative would provide an adverse effect, the effect might be significant or the effect might be non-significant.

Determinations of “significant” and “non-significant” effects will be made by the City Administrator.



## APPENDIX F- Program Compliance/Program Review Goals For Current Plan Year

1. The City's Title VI Plan will be communicated to each City Department Head who will review the plan with departmental employees.
2. The City's Title VI Plan will be published on the City of Grosse Pointe Woods website.
3. Appendix A will be included in all City contracts as outlined in the Title VI Plan.
4. The language in Number 2 of the City of Grosse Pointe Woods Title VI Assurance will be included in all solicitations for bids for work or material subject to the Regulations and in all proposals for negotiated agreements.
5. The procedure for responding to individuals with Limited English Proficiency will be implemented.
6. All City employees will be trained or made aware of the LEP procedure and the Title VI complaint procedure.
7. A review of City facilities will be conducted in reference to compliance with the American Disabilities Act.
8. The following data will be collected and reviewed by the City Administrator and included, where appropriate, in the annual report submitted to MDOT.
  - a. **Boards and Commissions:** The number of vacancies; how vacancies are advertised and filled; the number of applicants; the representation of minorities will be evaluated.
  - b. **Public Meetings:** The number of open meetings. How meeting dates and times communicated to the general public and to individuals directly affected by the meeting.
  - c. **Construction Projects:** The number of construction projects, number of minority contractors bidding and the number selected; Verification that Title VI language was included in bids and contracts for each project.
  - d. **LEP Needs:** How many requests for language assistance were requested or required and the outcome of these requests.
  - e. **Complaints:** The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
  - f. **Timeliness of Services:** Number of requests for services; Amount of time from request to when service was delivered; Number of requests denied.
  - g. **Right of Way/Imminent Domain:** Numbers of such actions and diversity of individual affected.
  - h. **Program Participants:** Racial Data of program participants where possible.

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<sup>i</sup> The executive order verbatim can be found online at <http://www.usdoj.gov/crt/cor/Pubs/colep.htm>.

<sup>ii</sup> Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons. Federal Register: December 14, 2005 (Volume 70, Number 239)

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<sup>iii</sup> The DOT has also posted an abbreviated version of this guidance on their website at <http://www.dotcr.ost.dot.gov/asp/lep.asp>.

<sup>iv</sup> <http://www.dotcr.ost.dot.gov/asp/lep/asp>

<sup>v</sup> Department of Justice Final LEP Guidelines, Federal Register June 18, 2002-Vol. 67-Number 117.



## TITLE VI SUB-RECIPIENT ANNUAL CERTIFICATION FORM

This form is to certify compliance with Title VI of the Civil Rights Act of 1964. If your Title VI Plan has been approved by the Michigan Department of Transportation (MDOT), all changes to the organization's Title VI Plan which occurred during the current fiscal year (October 1 thru September 30) must be reported on this form. Please attach additional pages, as necessary, to provide a complete response to each question.

NAME OF ORGANIZATION

NAME OF TITLE VI COORDINATOR

TITLE

ADDRESS

CITY

COUNTY

STATE

ZIP CODE

TELEPHONE NO.

FAX NO.

E-MAIL ADDRESS

1. Has your Title VI Coordinator/EEO Officer changed during the reporting period or since your last Title VI Plan was approved? If yes, please list the name and contact information for the new coordinator/EEO Officer. ☐ Yes ☐ No
2. Has your organization had any projects that have Title VI, LEP, or EJ impacts? How many? If yes, what did you do to ensure that those populations affected by the project had meaningful access to and involvement in the development process? ☐ No ☐ Yes
3. What is the number or percentage of LEP or EJ populations who were affected by the project?
4. How many public involvement meetings did you hold during the reporting period?
5. Did you provide language assistance at any of your public meetings during the reporting period? How many persons received this assistance? ☐ No ☐ Yes
6. Did you provide reasonable accommodation to persons with disabilities during the reporting period? How many? ☐ No ☐ Yes
7. Did you receive any formal or informal Title VI complaints, or law suits during this reporting period? If yes, how many, and please provide details regarding each complaint or law suit and the resolution. ☐ No ☐ Yes
8. How many contracts did you enter into with Disadvantaged Business Enterprises during the reporting period? If none, what did you do to encourage participation by DBEs?
9. During this reporting period, how many of your employees have been educated about Title VI and their responsibility to ensure non-discrimination in any of your programs, services, or activities.
10. Please provide any comments or additional information related to the organization's Title VI Plan.

The information reported on this form is accurate and reflects all changes to the organization's Title VI Plan for the current fiscal year.

NAME

TITLE

DATE

If you have questions regarding Title VI, contact: Cheryl Hudson, EEO Officer (517) 373-0980, or [HudsonC1@michigan.gov](mailto:HudsonC1@michigan.gov) **MAIL COMPLETED FORM TO:** Cheryl Hudson, EEO Officer, Michigan Department of Transportation, 425 W. Ottawa Street, Lansing, Michigan 48933

**PLEASE SUBMIT THIS FORM BY OCTOBER 5TH OF THE REPORTING YEAR**

9C

**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  
ALSO ADMITTED IN FLORIDA

DON R. BERSCHBACK  
OF COUNSEL

September 26, 2016

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

RE. WCA Assessing / 10-3-16 Agenda Item

Dear Mayor and Council:

In accordance with the discussions at the September 19<sup>th</sup> Council meeting, I have enclosed a red-lined version of the Assessment Contract. You can see that a sentence in paragraph 3 has been deleted, clarifications have been made on page 5, and paragraph 25 has been added to conform the contract with the requirements of the City Charter.

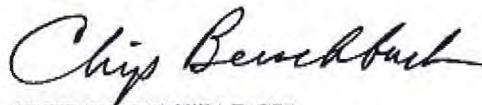
As discussed at the meeting, if approved, the City agrees to have WCA Assessing provide assessing services to the City for a three year term. The actual City Assessor will still serve at the pleasure of Council, subject to the company's right to assign a new assessor to the City. WCA has agreed to these proposed red-line changes.

I also want to make the following clear as discussed at the September 19<sup>th</sup> meeting:

1. The annual fee in paragraph 15 includes all general assessing services currently performed by Mr. Colombo including Board of Review and all small claims cases.
2. With respect to full Tribunal cases, the City maintains full control and has the option of using the City Attorney's office, or requesting in writing that WCA assign staff, appraisers, and legal counsel on a case by case basis. I will be meeting with WCA and reviewing our current full Tribunal case load and make recommendations in the future regarding how to proceed.

Accordingly, it would be the prerogative of Council to authorize the City Administrator to sign the Assessment Contract with WCA Assessing for a three year term and further, to appoint Eric Dunlap, MMAO as City Assessor in accordance with the contract.

Respectfully submitted,

  
CHIP BERSCHBACK

CTB:gmr  
Enclosure

cc: Bruce J. Smith  
Lisa K. Hathaway  
Thomas Colombo  
Aaron P. Powers, WCA



ASSESSMENT CONTRACT  
FOR CITY OF GROSSE POINTE WOODS, WAYNE COUNTY, MICHIGAN

WHEREAS, City of Grosse Pointe Woods, hereinafter called "City", with its principal offices located at 20025 Mack, Grosse Pointe Woods, Michigan, 48236, is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 200, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for City property effective October 1, 2016;

IT IS THEREFORE AGREED:

1. Company agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.
2. Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Assessing Officer, or Master Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of the 2017, 2018, and 2019 assessment rolls, utilizing the services and personnel proposed herein.
3. Company agrees to respond to inquiries and requests for assessment information from the public. The City agrees to provide office space within the City Hall, or other City owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department. ~~Any days in which the Company is scheduled to be in the office but the office is closed due to holidays, acts of God, educational purposes, or any other causes beyond the control of the Company, shall be considered included within the hours to complete this agreement.~~ The purpose of office hours are:

- To meet with City staff to answer questions and give advice;
  - To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
  - Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquiries and interpreting State laws.
  - To perform certain other functions as described herein.
4. Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.
  5. Company agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT) if requested to do so by the City Administrator. The company shall be available to defend all assessments to the MTT as needed during this contract.
  6. If Company is retained by the City, the City agrees that responses to the Full MTT shall be prepared by the Company's legal staff. City agrees to provide full cooperation with Company's legal staff. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the City Administrator of such requirement.
  7. Company agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Company throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Company agrees to perform the duties of the certifying assessor for said City including but not limited to;
    - Inspect, revise, and re-evaluate property record cards with new construction, demolition, and property splits.
    - Perform neighborhood market studies and land value analyses throughout the term of this contract.
    - Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.



- Provide digital photographs of all properties visited for maintenance purposes.
  - Working with the Building Department to ensure all new property is equitably assessed.
  - Prepare all new property record cards in compliance with State tax Commission requirements.
  - Attend, prepare, and work with all Boards of Review.
  - Assist City in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
8. Company agrees to meet with the City Administrator and/or other designated staff of the City to review progress that the Company has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition the Company will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.
9. City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.
10. The Company shall be liable to the City, and hereby agrees to indemnify and hold the City (and it's elected and appointed officials) harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused by any negligent conduct, intentional conduct, or act of the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

The Company will carry the following insurance coverage at all times during this agreement:

- a. Comprehensive general liability insurance covering the Company and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.

b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan.

c. The Company shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the City understands that it cannot be listed an additional insured under this type of policy. Should the City or its officers, directors, employees, and elected or appointed officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the City or its officers, directors, employees and elected or appointed official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Company shall deposit with the City the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

11. The Company shall not be held liable for any damages caused by strikes, explosions, war, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the City relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the City has no right to indemnification from Company.
12. The City and Company agree that the relationship of the City and Company is that of a client and contractor and not of that of an employer and employee and should not be construed as such.
13. In the event that the Company shall not be in substantial compliance with the terms of this agreement, the City shall give the Company written notice of said breach and thirty (30) days to cure the breach. If the Company fails to cure the breach within thirty (30) days after such notice, the City may terminate this Contract immediately without further notice or liability to the Company, other than for permitted fees and expenses accrued through the date of termination.



14. The City and Company agree that the Company shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.

15. The City agrees to pay the Company as follows;

October 1, 2016 to September 30, 2017.....\$ 67,400 annually

October 1, 2017 to September 30, 2018.....\$ \*

October 1, 2018 to September 30, 2019.....\$ \*

\* Previous amount as adjusted by the CPI

Any additional time which may be requested by the City for the basic services outlined by this Agreement shall be billed in an amount equal to the annually rate computed on a pro rata daily basis.

The payments shall be made in twelve (12) equal installments due on the fifteenth (15<sup>th</sup>) day of each month. The CPI used as the basis of adjustments for 2017 and 2018 will be the inflation rate multiplier as published by the State of Michigan State Tax Commission as used in the assessment process.

The City reserves the right to determine the Company's involvement in full Tribunal cases based on the following fee schedules, as may be requested by the City in writing to the Company on a case by case basis.

The City's representation for all Michigan Tax Tribunal petitions ***not in the Small Claims Division***, shall be provided by Company's para legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

October 1, 2016 to September 30, 2017.....\$ .....\$130.00 / Hourly

October 1, 2017 to September 30, 2018.....\$ \*

October 1, 2018 to September 30, 2019.....\$ \*

\* Previous amount as adjusted by the CPI

The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division ***relative to Tribunal Hearings***, shall be provided by Company's legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

October 1, 2016 to September 30, 2017.....\$ .....\$150.00 / Hourly

October 1, 2017 to September 30, 2018.....\$ \*

October 1, 2018 to September 30, 2019.....\$ \*

\*Previous amount as adjusted by the CPI

18. MICHIGAN TAX TRIBUNAL APPRAISAL SERVICES PLUS SPECIAL PROJECTS

Appraisal services rendered by the Company in Full Claims Michigan Tax Tribunal matters, and or any special services approved by the City, shall be provided to the City at the rate of:

	10/01/16	10/01/17	10/01/18
Title	09/30/17	09/30/18	09/30/19
Appraiser Aide .....	\$41.90.....	* CPI	*CPI
Appraiser .....	\$58.12 .....	* CPI	*CPI
Level III Appraiser .....	\$103.00.....	* CPI	*CPI
Assessor .....	\$118.34.....	* CPI	*CPI

Hourly fees include clerical costs and overhead for the Company.

\* CPI not to exceed 5%. The CPI (Consumer Price Index) is based on data released by the US Department of Labor, as measured by the CPI for all urban consumers for a 12 month period using the State of Michigan fiscal year and is the same inflation rate multiplier used to calculate capped values i.e. the 2016 CPI is 1.003. CPI would be limited to no more than five percent (5%) as it relates to taxable value increases, and annual contract increases will not exceed five percent (5%).

19. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions.
20. The City and Company agree that the term of this contract shall begin October 1, 2016 and expire September 30, 2019. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.
21. The City and Company agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan.
22. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color,



national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.

23. The Company shall acknowledge receipt of and comply with any City's ethics policy, computer usage policy or other signed documents

24. The City agrees the City Administrator possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

25. This Assessment Contract provides that the Company shall provide assessing services to the City for three years subject to the terms of this Agreement. The City agrees to appoint Eric Dunlap, MMAO as City Assessor. Accordingly, Eric Dunlap, MMAO, shall be appointed by the City and shall be responsible to and serve at the pleasure of the Council. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the City Assessor with or without cause, subject to the Company's right to assign a new Assessor for the Council's consideration.

WITNESSES:

WCA ASSESSING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: DOUG SHAW

Its: Member

Dated: \_\_\_\_\_

WITNESSES:

CITY OF GROSSE POINTE WOODS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: BRUCE J. SMITH

Its: City Administrator

Dated: \_\_\_\_\_

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STATE OF MICHIGAN       )  
                                      )SS  
COUNTY OF WAYNE       )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Doug Shaw doing business as WCA Assessing, known to me to be the person whose name is subscribed to on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN       )  
                                      )SS  
COUNTY OF WAYNE       )

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Bruce J. Smith, City Administrator for City of Grosse Pointe Woods, a Municipal Corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Michigan, known to me to be the persons who executed the foregoing instrument of writing on behalf of said Municipal Corporation, and such persons duly acknowledged the execution of the same to be their act and deed of said Municipal Corporation.

In testimony whereof, I have hereunto set my hand and affixed by official seal the day and year last above written.



\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

104

## **Lisa Hathaway**

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**From:** Lisa Fuller [lisafuller135@gmail.com]  
**Sent:** Wednesday, September 21, 2016 9:26 PM  
**To:** Lisa Hathaway  
**Cc:** Arthur W. Bryant  
**Subject:** GPW Foundation request for Council resolution for a charitable gaming license  
**Attachments:** GPWF IRS Letter.pdf; Resolution for Charitable Gaming License.pdf

Lisa:

Per your communications of earlier today with Art Bryant, attached is a copy of the letter from the Internal Revenue Service verifying the Grosse Pointe Woods Foundation's status as a 501 (c) (3) non-profit organization.

We are seeking a resolution by the city council recognizing that the GPWF is a nonprofit organization operating in the city of Grosse Pointe Woods in order that we might apply for a charitable gaming license from the State of Michigan. We would greatly appreciate if a vote to approve the resolution could be placed on the agenda for the upcoming council meeting on Monday, October 3rd. We are hoping to obtain a license in time for our annual fundraiser on Thursday, November 3, 2016.

Also attached is a copy of the Charitable Gaming Division's form, Local Governing Body Resolution for Charitable Gaming Licenses.

Please let me know of any additional needed information.

Thank you for your assistance.

Lisa Fuller  
President  
Grosse Pointe Woods Foundation  
313-520-7702



CC: Deean  
Favada

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 29 2009

GROSSE POINTE WOODS FOUNDATION  
20025 MACK PLAZA  
GROSSE POINTE WOODS, MI 48236

Employer Identification Number:  
26-0454779  
DLN:  
17053354343018  
Contact Person:  
DEL TRIMBLE ID# 31309  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
November 14, 2007  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

BYLAWS  
OF  
GROSSE POINTE WOODS FOUNDATION

ARTICLE I

Board of Directors

Section 1. Directorship. The Corporation is organized upon a directorship basis. The property, business and affairs of the Corporation will be managed by its Board of Directors.

Section 2. Number and Term of Office. The Board of Directors of this Corporation will consist of not less than 3 nor more than 18 persons, as determined by the Board of Directors.

The terms of the Directors will be staggered so that at each annual meeting, approximately one-third of the Directors will be elected. The members of the first Board of Directors following adoption of these Bylaws will be divided as nearly as possible into three classes of equal size: the first class to serve a one-year term, the second class to serve a two-year term and the third class to serve a three-year term. Thereafter, the term of office of any Director will be for three years from the date of his or her election or appointment by the affirmative vote of a majority of the Directors then in office and continue until his or her successor has been elected and qualified, unless the Director is appointed to fill a vacancy, in which event it will be for the remainder of the term to which the Director is succeeding.

Section 3. Resignation, Removal and Vacancies. A Director may resign by written notice to the Corporation. The resignation will be effective upon its receipt by the Corporation or a subsequent time as set forth in the notice of resignation. A Director may be removed, either with or without cause, by the affirmative vote of a majority of the Directors then in office.

If a vacancy has occurred among the members of the Board as a result of death, resignation, removal, or otherwise, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors.

Section 4. General Powers as to Negotiable Paper. The Board of Directors may, from time to time, authorize the making, signature or endorsement of checks, drafts, notes and other negotiable paper or other instruments for the payment of money and designate the persons who will be authorized to make, sign or endorse the same on behalf of the Corporation.

Section 5. Powers as to Other Documents. All material contracts, conveyances and other instruments may be executed on behalf of the Corporation by the President or any Vice President, and, if necessary, attested by the Secretary or the Treasurer.



Section 6. Compensation. Directors will serve without compensation but may be reimbursed for actual, reasonable and necessary expenses incurred by a Director in his or her capacity as a Director.

## ARTICLE II

### Meetings

Section 1. Annual Meeting. The annual meeting of the Directors of the Corporation will be held at the principal office of the Corporation on the first Monday of December of each year, or at any other place and date as designated by the Directors for the purpose of electing Directors and officers for the ensuing year and for the transaction of other business properly brought before the meeting.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held without notice if the time and place of the meeting has been determined by resolution of the Board. At least one regular meeting of the Board must be held each year.

Section 3. Special Meetings. Special meetings of the Directors may be called by the President and will be called by the President or Secretary at the direction of not less than two Directors or as may otherwise be provided by law. Special meetings will be held at the principal office of the Corporation unless otherwise directed by the President or Secretary and stated in the notice of meeting. Any request for a meeting by the Directors must state the purpose or purposes of the proposed meeting.

Section 4. Notice of Meeting. Except as otherwise provided by these Bylaws or by law, written notice containing the time and place of all meetings of the Board of Directors will be given either personally or by mail to each Director not less than ten days before a regular meeting and not less than two days before a special meeting. Notice of a regular meeting need not state the purpose or purposes of the meeting nor the business to be transacted at the meeting. Notice of a special meeting must state the purpose or purposes of the meeting.

Attendance of a Director at a meeting constitutes a waiver of notice of the meeting, except where the Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 5. Quorum and Voting. A majority of all the Directors will constitute a quorum at any meeting. The vote of a majority of the Directors present at a meeting at which a quorum is present will constitute the action of the Board of Directors, unless the vote of a larger number is required by law or by other sections of these Bylaws or the Articles of Incorporation.

Section 6. Conduct at Meetings. Meetings of the Directors will be presided over by the President. The Secretary or an Assistant Secretary of the Corporation or, in their absence, a person chosen at the meeting will act as Secretary of the meeting.



Section 7. Action by Unanimous Written Consent. Any action required or permitted to be taken at an annual or special meeting of Directors may be taken without a meeting, without prior notice and without a vote, if all of the Directors consent in writing to the action so taken. Written consents will be filed with the minutes of the proceedings of the Board of Directors.

Section 8. Telephonic Conferences. A Director may participate in a meeting of Directors by conference telephone or similar communications equipment by which all persons participating in the meeting may hear each other if all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

### ARTICLE III

#### Officers

Section 1. Election or Appointment. The Board of Directors will elect a President, a Secretary and a Treasurer of the Corporation at each annual meeting and may elect a Vice President, Assistant Secretary and Assistant Treasurer. The same person may hold any two or more offices, but no officer will execute, acknowledge or verify any instrument in more than one capacity. The Directors may also appoint any other officers and agents as they deem necessary for accomplishing the purposes of the Corporation.

Section 2. Term of Office. The term of office of all officers will commence upon their election or appointment and will continue until the next annual meeting of the Corporation and until their respective successors are chosen or until their resignation or removal. Any officer may be removed from office at any meeting of the Directors, with or without cause, by the affirmative vote of a majority of the Directors then in office, whenever in their judgment the best interest of the Corporation will be served.

An officer may resign by written notice to the Corporation. The resignation will be effective upon its receipt by the Corporation or at a subsequent time specified in the notice of the resignation.

Section 3. Compensation. Any officer who is an employee of the Corporation may receive compensation, which shall be reasonable, for his or her services as fixed by the Board of Directors.

Section 4. The President. The President will be the chief executive officer of the Corporation and will have general and active management of the activities of the Corporation. The President will see that all orders and resolutions of the Board of Directors are carried into effect. The President will execute all authorized conveyances, contracts or other obligations in the name of the Corporation except where required by law to be otherwise signed and executed and except where the signing and execution is expressly delegated by the Directors to some other person. The President will preside at meetings of the Directors and in his or her absence, the Directors present at the meeting will designate another presiding officer.



Section 5. Vice President. The Vice President will, in the absence or disability of the President, perform the duties and exercise the powers of the President and will perform any other duties prescribed by the Board of Directors or the President.

Section 6. The Secretary. The Secretary will attend all meetings of the Board of Directors and record the minutes of all proceedings in a book to be kept for that purpose. The Secretary will give or cause to be given notice of all meetings of the Board of Directors for which notice may be required and will perform any other duties prescribed by the Directors.

Section 7. The Treasurer. The Treasurer will oversee the financial activities of the Corporation. The Treasurer will perform all duties incident to the office of Treasurer and other administrative duties as may be prescribed by the Board of Directors. All books, papers, vouchers, money and other property of whatever kind belonging to the Corporation which are in the Treasurer's possession or under his or her control will be returned to the Corporation at the time of his or her death, resignation or removal from office.

Section 8. Assistant Secretaries and Assistant Treasurers. The Assistant Secretary and the Assistant Treasurer, respectively in the absence of the Secretary or Treasurer, as the case may be, will perform the duties and exercise the powers of the Secretary or Treasurer and will perform any other duties prescribed by the Board of Directors.

#### ARTICLE IV

##### Committees

Section 1. Executive Committee. The Board of Directors may establish an Executive Committee consisting of two or more members of the Board. The Executive Committee, subject to those limitations as may be required by law or imposed by resolution of the Board of Directors, may exercise all powers and authority of the Board of Directors in the management of the business and affairs of the Corporation between meetings of the Board of Directors, except that such Executive Committee will not have power or authority to:

- (a) Amend the Articles of Incorporation;
- (b) Adopt an agreement of merger or consolidation;
- (c) Approve the sale, lease or exchange of all or substantially all of the Corporation's property and assets;
- (d) Approve the dissolution of the Corporation or a revocation of a dissolution;
- (e) Amend the Bylaws of the Corporation;
- (f) Fill vacancies on the Board; or



(g) Fix compensation of the Directors for serving on the board or on a committee.

Section 2. Other Committees. The Board of Directors may designate other committees as deemed appropriate. The committees will have the authority as delegated to them by the Board of Directors.

Section 3. Procedure. All committees, and each member thereof, will serve at the pleasure of the Board of Directors. The Board of Directors will have the power at any time to increase or decrease the number of members of any committee, to fill vacancies thereon, to change any member thereof, and to change the functions or terminate the existence of any committee. Regular or special meetings of any committee may be held in the same manner provided in these Bylaws for regular or special meetings of the Board of Directors, and a majority of any committee will constitute a quorum at the meeting.

## ARTICLE V

### Indemnification

Section 1. Indemnification. The Corporation will, to the fullest extent now or hereafter permitted by law, indemnify any Director or officer of the Corporation (and, to the extent provided in a resolution of the Board of Directors or by contract, may indemnify any volunteer, employee or agent of the Corporation) who was or is a party to or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding by reason of the fact that the person is or was a Director, officer, volunteer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, officer, partner, volunteer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit, against expenses including attorneys' fees (which expenses may be paid by the Corporation in advance of a final disposition of the action, suit or proceeding as provided by law), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted (or refrained from acting) in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful.

Section 2. Rights to Continue. This indemnification will continue as to a person who has ceased to be a Director or officer of the Corporation. Indemnification may continue as to a person who has ceased to be a volunteer, employee or agent of the Corporation to the extent provided in a resolution of the Board of Directors or in any contract between the Corporation and the person. Any indemnification of a person who was entitled to indemnification after such person ceased to be a Director, officer, volunteer, employee or agent of the Corporation will inure to the benefit of the heirs and personal representatives of that person.



## ARTICLE VI

### Conflicts of Interest

Section 1. Disclosure. When a member of the Board or an officer is affiliated with an organization seeking to provide services or facilities to the Corporation, or when a member of the Board or officer has any duality of interest or possible conflict of interest, real or apparent, such affiliation or conflict of interest should be disclosed to the Board of Directors and made a matter of record, either when the interest becomes a matter of Board action or as part of a periodic procedure to be established by the Board. An affiliation with an organization will be considered to exist when a Board member or officer or a member of his or her immediate family or close relative is an officer, director, trustee, partner, employee or agent of the organization, or has any other substantial interest or dealings with the organization.

Section 2. Voting. Any Board member or officer having a duality of interest or possible conflict of interest on any matter should not vote or use his or her personal influence on the matter, and should not be counted in determining a quorum for the meeting at which the matter is voted upon, even though permitted by law. The Board should obtain and rely on appropriate comparability data, when appropriate. The minutes of the meeting should reflect that the disclosure was made, that the interested Board member abstained from voting, that his or her presence was not counted in determining a quorum, and that comparability data was considered and used as a basis for making the decision.

Section 3. Statement of Position. The foregoing requirements should not be construed to prevent a Board member or officer from stating his or her position on the matter under consideration, nor from answering questions of other Board members relating to the matter.

## ARTICLE VII

### Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Corporation will end on the last day of December.

Section 2. Amendments. These Bylaws may be amended or repealed by the affirmative vote of a majority of the Directors of the Corporation then in office.



Charitable Gaming Division  
Box 30023, Lansing, MI 48909  
OVERNIGHT DELIVERY:  
101 E. Hillsdale, Lansing MI 48933  
(517) 335-5780  
www.michigan.gov/cg

**LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES**  
(Required by MCL 432.103(K)(ii))

At a \_\_\_\_\_ meeting of the \_\_\_\_\_  
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by \_\_\_\_\_ on \_\_\_\_\_  
DATE

at \_\_\_\_\_ a.m./p.m. the following resolution was offered:  
TIME

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the request from \_\_\_\_\_ of \_\_\_\_\_  
NAME OF ORGANIZATION CITY

county of \_\_\_\_\_, asking that they be recognized as a  
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for \_\_\_\_\_  
APPROVAL/DISAPPROVAL

**APPROVAL**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**DISAPPROVAL**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the \_\_\_\_\_ at a \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on \_\_\_\_\_  
DATE

SIGNED: \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.  
PENALTY: Possible denial of application.  
BSL-CG-1153(R8/09)





**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 28, 2016

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

**RE: September 2016 Billing/DRB**

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
9.1.16	Memo to CC on insurance liability proposals and review of same (2.00)	2.00
9.7.16	TCs regarding liability insurance with MML (.50)	0.50
9.12.16	Review of weekend packet and follow up (1.00); work on CC and COW matters (2.25); attendance at COW and CC meetings (2.50)	5.75
9.13.16	Follow up on CC and COW matters, TCs, emails and letter correspondences (2.00); review of contract agreements (1.00)	3.00

**DRB = 11.25 hours x \$160.00**

**BALANCE DUE:**

**\$1,800.00**

**Breakdown**

General	11.25 hours
Municipal Court	0 hours
Bldg/Planning Comm.	0 hours
MTT	0 hours

TC - Telephone

CTB - Charles T. Berschback

DRB - Don R. Berschback

DAI - DeeAnn Irby

GPCRDA - Grosse Pointe Clinton Refuse Disposal Authority

LKH - Lisa K. Hathaway

CC - City Council

PC - Planning Commission

C&E - Comp and Eval

GT - Gene Tutag

CEW-Conference of Eastern Wayne

BJS - Bruce Smith

LFP - Lakefront Park

MTT - Michigan Tax Tribunal

**CHARLES T. BERSCHBACK**

ATTORNEY AT LAW  
24053 EAST JEFFERSON AVENUE  
ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400  
FAX (586) 777-0430  
blbwlaw@yahoo.com

CHARLES T. BERSCHBACK  
ALSO ADMITTED IN FLORIDA

DON R. BERSCHBACK  
OF COUNSEL

September 28, 2016

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

**RE: September Billing/ CTB Only**

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
9.6.16	Work on Fibertech file, license agreement, draft of letter to M/C (1.00)	1.00
9.8.16	Review of warrants, calls with Det. Bur. (.50); work on RL (.25)	0.75
9.12.16	Work on RL, dep review, meeting with SF (2.25); calls on Rivers, review of appraisals (.50); Municipal Court (.25); review of new medical marijuana act (.50); research on charitable solicitation issue and effect of AG opinion (.50)	4.00
9.13.16	RL-prep for and attendance at SF deposition (2.25); meetings at City Hall, review of warrants, follow up Municipal Court calls (.75); review and work on Fibertech license agreement (1.00)	4.00
9.14.16	Municipal Court a.m. docket and follow up calls (2.00); TC BN, miscellaneous meetings at City Hall, work on Plante Moran; work on Fibertech; review of WCA file (2.25)	4.25
9.15.16	Work on WCA and Fibertech (.50)	0.50
9.16.16	TC GT, Fibertech, WCA (2.00)	2.00
9.19.16	Review of agenda; work on WCA, work on Fibertech, meeting with GT (2.00); preparation for RL Russell deposition (2.00); TC Sue Como review of CDBG issue/agreement (.50); attendance at COW and Council meeting (2.00)	6.50
9.20.16	Attendance at Russell deposition (2.75); revisions to WCA contract; TCs (.50); calls with Fibertech on License Agreement, revisions (.75); miscellaneous TCs (.25)	4.25



9.26.16	Preparation for and attendance at RL motion to transfer (under advisement) (2.50); work on WCA letters (.50); work on Fibertech, meeting with GT (1.50); TC Sue Como; review and approval of Title VI letters and SOC emails (.75); calls on Municipal Court docket; review of Municipal Court docket(.75); calls and research on Open Meetings issue (.50); attendance at COW (2.50)	9.00
9.27.16	TC GT; review of new warrant, TCs Sue Como, LH, work on Fibertech, review of GT Memo (.75)	0.75
9.28.16	Municipal Court a.m. docket, meetings and follow up (4.50)	4.50

CTB = 41.50 hours at \$145.00 per hour     \$6017.50  
Costs: Transcript fees (RL) \$145.00  
E-Filing (RL)     \$30.00  
**TOTAL DUE:                             \$6192.50**

TC - Telephone  
BJS - Bruce Smith  
JM - Julie Moore  
DAI - DeeAnn Irby  
M/C - Mayor and Council

**Breakdown**

General	32.75 hours
Municipal Court	8.75 hours
Building/Planning Commission	0.00 hours
Tax Tribunal	0.00 hours