

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, March 20, 2017
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. MINUTES
 - A. Council 03/06/17
 - B. Committee-of-the-Whole 03/06/17, 03/13/17
w/recommendation:
 1. City Council Meeting Times

7. COMMUNICATIONS
 - A. Purchase: Envirosight Jetscan HD Video Nozzle Camera
 1. Memo 03/10/17 – Director of Public Services
 - B. Monthly Financial Report – February 2017

8. BIDS/PROPOSALS/
CONTRACTS
 - A. Agreement: Registered Municipal Advisor
 1. Memo 03/15/17 – City Administrator
 2. Letter 09/15/16 – Bendzinski & Co.
 - B. Contract: 2017 Re-Codification
 1. Memo 03/08/17 – City Clerk
 2. Letter of Agreement 02/19/16, w/attachments –
Municode
 - C. Agreement: DAS/Small Cell License Agreement – Fibertech
 1. City Council Excerpt 10/03/16
 2. Letter 03/15/17 – City Attorney
 3. Summary of DAS/Small Cell License Agreement
w/Fibertech/Lightower
 4. Photos
 5. Site Location Maps
 6. DAS/Small Cell License Agreement
 - D. Deputy Comptroller

9. CLAIMS/ACCOUNTS
 - A. Labor Attorney
 1. Keller Thoma 03/01/17

10. NEW BUSINESS/PUBLIC COMMENT

11. 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.

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



MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, MARCH 6, 2017, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:46 p.m. by Mayor Novitke.

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

Also Present: Acting City Administrator/City Clerk Hathaway
City Attorney Berschback
Treasurer/Comptroller Behrens
Director of Public Safety Kosanke
Director of Public Services Schulte
Recreation Supervisor Byron

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

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

Motion carried by the following vote:

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

The following Commission members were in attendance:

George McMullen, Board of Review/Local Officers Compensation Commission
John Vitale, Planning Commission
Marlin Stewart, Beautification Commission

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

Motion carried by the following vote:

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

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

1. City Council Minutes dated February 27, 2017.

Motion carried by the following vote:

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

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

1. Committee-of-the-Whole minutes dated February 27, 2017.

Motion carried by the following vote:

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

Motion by Bryant, seconded by McConaghy, regarding **Planning Commission 2016 Annual Report**, that the City Council receive and place on file the Planning Commission's 2016 Annual Report.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Koester, regarding **transfer of funds**, that the City Council concur with the recommendation of the Community Events Committee at their meeting held January 11, 2017, and transfer \$2,749.41 from the Community Events Account No. 205-870-820.130, into the General Fund fund balance to reimburse costs incurred from employees working City events.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Shetler, regarding **application for permit to solicit**, that the City Council approve the application of Daniel E. Salden for a Permit/License to Solicit.

Motion carried by the following vote:

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

Motion by Shetler, seconded by McConaghy, regarding **parking at Lake Front Park – Edsel & Eleanor Ford House**, that the City Council approve the Edsel and Eleanor Ford House staff to use the Lake Front Park main entrance for their four events being held in 2017 as specified.

Motion carried by the following vote:

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

Motion by Ketels, seconded by Shetler, regarding **purchase: bulletproof vest packages**, that the City Council approve the purchase of two (2) Bullet Proof Vest Packages for the Special Response Team from Galls, Inc. at total cost not to exceed \$7,071.00, funds to be taken from the Public Safety Operating Supplies – Support Services Account No. 101-326-757.000.

Motion carried by the following vote:

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

Motion by Koester, seconded by McConaghy, regarding **purchase: Police Officer ballistic vests/budget amendment**, that the City Council approve the purchase of twenty (20) Police Officer Bullet Proof Vest Packages including bulletproof vests, threats plates, and concealable carriers, from Safariland at a total cost not to exceed \$17,060.00; and, to approve a budget transfer from the General Fund fund balance into the Public Safety Clothing/Uniform Allowance Account No. 101-345-725.000 in the amount of \$17,060.00.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, regarding **consulting services – Plante Moran**, that the City Council approve an additional amount not to exceed \$5,000.00 for Plante Moran to provide additional payroll consulting services, funds to be taken from Contractual Services Account No. 101-223-818.000.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Bryant, regarding **tennis court use Agreement – University Liggett**, that the City Council approve the Tennis Court Use Agreement approving University Liggett's girls' tennis teams to use the tennis courts at Lake Front Park on the dates specified, and authorize the City Administrator to sign said Agreement as amended.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Shetler, regarding **Resolution: fee schedule amendment**, that the City Council approve the following fees, and direct the City Clerk to amend the Fee Schedule by Department accordingly:

1. Public Safety – Impound Fee	\$35.00;
2. Public Services – Meter Reconnect	\$50.00;
3. Public Services – Replace Broken Meter	\$50.00 + meter cost.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **Telecom Attorney**, that the City Council approve the following invoice dated February 27, 2017:

1. Kitch Drutchas Wagner Valitutti & Sherbrook Invoice #406820 - \$810.00.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **City Attorneys**, that the City Council approve the following statements dated February 28, 2017:

1. City Attorney Don R. Berschback - \$2,520.00;
2. City Attorney Charles T. Berschback - \$5,260.91.

Motion carried by the following vote:

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

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

- The City Clerk requested Council to approve her attendance at Michigan Association of Municipal Clerk Board and Legislative Committee meetings one day per month.

Motion by Ketels, seconded by McConaghy, that City Clerk Lisa Hathaway be excused to attend MAMC Board meetings once per month.

Motion carried by the following vote:

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

- The Mayor stated Tom Hauff has provided the Mayor with his verbal resignation through Executive Assistant Como from the Community Events Committee. The Mayor accepted his resignation and asked the Clerk to send appropriate recognition.

Motion by Bryant, seconded by Shetler, that the Council recess the regularly scheduled Council meeting at 8:03 p.m. and convene in Closed Executive Session for the purpose of discussing pending litigation at which time the City Council 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 Yes
McConaghy Yes
Novitke Yes
Shetler Yes
Bryant Yes
Granger Absent

The meeting reconvened in regular session at 8:28 p.m.

Motion by McConaghy, seconded by Shetler, to adjourn tonight's meeting at 8:28 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

6B

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, MARCH 6, 2017, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

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

ABSENT: Granger

ALSO PRESENT: Acting City Administrator/City Clerk Hathaway
City Attorney Berschback

Also in attendance was Mark Lachowicz, Plante Moran

Mayor Novitke called the meeting to order at 6:33 p.m.

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

Motion carried by the following vote:

Yes: Bryant, Ketels, Koester, McConaghy, Novitke, Shetler

No: None

Absent: Granger

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, Ketels, Koester, McConaghy, Novitke, Shetler

No: None

Absent: Granger

Discussion ensued regarding **payroll tax withholding**. The Chair stated this evening's discussions regarding payroll tax withholdings are to resolve 2011 and 2012 with respect to the City reimbursing costs to employees because these tax years are closed, and 2013, 2014, 2015 since amended W2's can be prepared and if amended tax returns are filed, should the City contribute toward the cost.

Mr. Lachowicz provided an overview regarding his memo dated March 6, 2017, and the attachments. All five years payroll tax withholdings were miscalculated with respect to all or some employee health savings account, flexible spending accounts/dependent care, certain AFLAC accounts eligible to pretax, and healthcare premiums.

Tax years 2011 and 2012 are closed and non-recoverable by either the City or the employees, and the City will need to determine how to proceed with corrections. For tax years 2013-15, the employer can recover FICA money on behalf of the City and the

employees if the employee signs a consent form, which forms have been distributed to all past and present employees who are effected.

The Chair stated that there are four items to be determined:

1. How to proceed with corrective action for 2011 and 2012;
2. Cost to employees for amended tax returns for 2013-15 and determining some amount to cover cost;
3. Review letter being sent to active and former employees;
4. Additional consideration needs to be given as whether the City should pay some amount to cover employee cost to claim excess income. Q&A's referring to 2011 and 2012 regarding the City paying the additional cost for payment corrections, which is considered excess income, and taxable income.

Discussion ensued regarding Item 4 above. Mr. Lachowicz discussed the City considering covering the cost of the correction, plus a 20% gross-up (cover taxes on the correction), in addition to another 20% gross-up to cover the prior taxable gross-up, which equates to approximately 1.3%. Mr. Lachowicz will figure the actual percentage that will cover all costs. There was a consensus of the Committee that they agreed with Mr. Lachowicz's recommendation at a total cost estimated not to exceed \$37,400.00.

Discussion then ensued regarding Item 2 above. Mr. Lachowicz stated regarding 2013-15, that amounts reimbursed are included as wages and employees will need to file amended tax returns, although some employees will not want to file an amended return. Employees will not be obligated to file an amended tax return on FICA received via the City.

The Chair stated there are three considerations to pay for employee amended tax returns:

- City determines \$X to pay for an amended tax return;
- Employee submits a receipt and will be reimbursed up to \$X;
- Pay an employee up to \$75 or some combination of two above.

The Chair suggested waiting to decide on this item until after administration meets with the union and employees. Mr. Lachowicz stated there is urgency to file amended 2013 returns because they cannot be filed later than April 17, 2017; Federal returns close in three years, state closes in four years.

There was a consensus of the Committee that the City consider paying \$100.00 per year for the cost of an amended tax return, or \$300.00 for all three years, or present a receipt for consideration. Mr. Lachowicz stated \$300.00 is taxable compensation. This will be determined following administrative meetings.

There was a consensus that employees sign a release for any dollars received.

The Committee then reviewed and discussed Item 3, the letter to active and former employees. Following discussion, the letter was approved with minor changes.

The Chair requested administration to provide a spread sheet outlining all costs.

This item to remain on the Committee-of-the-Whole.

Under New Business:

- The Chair stated Plante Moran is requesting an additional \$5,000.00 for work on the tax withholding matter and that it is being presented later at tonight's Council Meeting.
- The Chair briefly discussed City Hall/Ghesquiere Park property and that research is being performed regarding a possible lot split. This item was referred to the City Attorney to obtain information and procedures.
- The Chair discussed meeting start times and suggested a new starting time for stand-alone Monday night meetings to begin at 6:30 p.m. and asked whether members would be in favor of the time change. Following discussion, stand alone meetings could start at 7 p.m.

The City Clerk was asked to check whether the current 7:30 p.m. start time for Council Meetings is required in accordance with charter or code.

- An email was received from the Knights of Columbus requesting to use the front of City Hall for purposes of fund raising. The City Attorney was asked to provide an opinion regarding whether a church-based or other organizations can use municipal property to hold fundraisers, and the City Clerk was directed to place this item on the Committee-of-the-Whole agenda on March 13, 2017.

Motion by McConaghy, seconded by Bryant, that the meeting of the Committee-of-the-Whole be adjourned at 7:39 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, MARCH 13, 2017, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

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

ABSENT: None

ALSO PRESENT: City Administrator Smith
Treasurer/Comptroller Behrens
City Attorney Don Berschback
City Clerk Hathaway
Director of Public Safety Kosanke

Also in attendance was Kolby Miller, Medstar

Mayor Novitke called the meeting to order at 7:36 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 first item on tonight's agenda was regarding **non-profits use of City property for fundraising**. The Knights of Columbus (K of C) is requesting to utilize front of City Hall property and driveway for two days, on Friday, April 7th and Saturday, April 8th from 8 a.m. to 5 p.m. Mr. Janowski, from the K of C, stated volunteers would solicit from the curb on the sides of the driveway, and from the edges of the parking lot. The Mayor stated neither the ingress nor the egress may be blocked. The City Attorney stated that the K of C's previous request was to solicit at Mack Avenue intersections and that to permit it would be a violation of the motor vehicle code, but that this revised request would not be a violation of the motor vehicle code.

The Director of Public Safety stated one safety concern is the top of the horseshoe drive on Friday when City Hall is open for business. Another concern is if traffic backs up onto Mack, K of C would need to provide assistance. He also questioned signage and Mr. Janowski stated that signs, the size of political signs, would be installed into the ground along Mack and the entry to City Hall. The City Clerk stated temporary signage requires a permit approved by the Building Department. Mr. Janowski indicated approximately six people will be collecting donations.

The City Administrator is concerned with traffic backup onto Mack and stated volunteers are to wear bright-colored vests. Extra caution will also need to be taken at drop and

mail boxes. A Certificate of Liability Insurance is to be provided naming the City as an additional insured.

The Mayor stated this item will remain on the Committee-of-the-Whole agenda and that K of C is to provide detailed plans for the Director of Public Safety and the City Administrator to review and provide recommendations to the Committee.

There was a consensus of the Committee to approve this request on a trial basis. This item is to return to the Committee-of-the-Whole on March 27, 2017.

The next item was concerning **Medstar – extension of contract**. Mr. Miller provided an overview regarding the services provided to the City over the past three years. He presented a new business model that included moving away from a 24 hour shift as it is not in the best interest of clinical medicine, and to eliminate station-based crews. Medstar is currently providing services in Grosse Pointe Woods and Grosse Pointe Farms, and are in final discussions with Grosse Pointe Park. He stated that it is unsafe and inefficient to have a vehicle sitting at the municipality, and that it is better to sit waiting at a street corner providing safe response and transport. Reducing shifts from 24 hours to 12 hours and parking in various locations permits the medic to be dressed and sitting in the unit providing faster response time and eliminates the need for crews to perform clinical procedures immediately after waking.

Mr. Miller stated the intent is to move away from 24 hour shifts and toward 12 hour shifts, and to increase one full-time employee per shift. Night crews will be in their truck, and not in the station. They will be parked and dressed. He explained that the crews, based on seniority, bid to work in Grosse Pointe Woods will remain in the Grosse Pointes. He stated when a call is received by Grosse Pointe Woods dispatch, the call is sent to the computer on the truck, and once acknowledged, the computer goes into mapping mode. 911 calls are received by Public Safety which then dispatches a truck. He stated Medstar is in the process of developing a Clemis-CAD hot drop, which will eliminate response time and a need for Public Safety to dispatch a truck, it will automatically be done working in cooperation with the City's existing Clemis.

Mr. Miller suggested a six month trial period. Currently Medstar pays \$14,400.00 to rent the housing facility quarters, which may no longer be needed, although they may need a deployment site. He stated if there is a negative, it will be addressed or he is willing to return to the station model.

The Director of Public Safety's concerns included a delay in communication between police and medics. The Director asked for a copy of the quarterly patient surveys, which will be provided.

The Mayor stated he prefers EMT's that are familiar with our officers and the area. Administration was asked to provide response time statistics. The Director of Public Safety and City Administrator were asked to analyze the statistics and provide a recommendation for the March 27, 2017, Committee-of-the-Whole meeting.

NOTE



Next, **Grosse Pointe Woods meeting times** was discussed regarding changing City Council Meeting start times from 7:30 p.m. to 7 p.m. beginning January 2018.

Motion by Granger, seconded by McConaghy, regarding Grosse Pointe Woods City Council meeting times, that the Committee-of-the-Whole recommend that City Council adopt a resolution changing City Council meeting start times to begin at 7:00 p.m.

Motion by Granger, seconded by McConaghy, to amend the previous motion by inserting, "beginning January 2018."

Motion carried by the following vote:

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

Motion by Granger, seconded by Shetler, that Grosse Pointe Woods meeting times be removed from the Committee-of-the-Whole.

Motion carried by the following vote:

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

Discussion then ensued regarding **payroll tax withholdings**. The Treasurer/Comptroller provided an update and overview of Mark Lachowicz's email dated March 7, 2017, which identified two different gross-up factors; one for public safety officers and one for non-public safety officers. Following discussion, it was determined that tax preparation fees should not be included in the calculations because the amount and process are still being discussed. The Treasurer/Comptroller was asked to revise and redistribute the spreadsheet. She stated consent forms are due back by April 3rd, and if not returned by an employee the City will not be able to obtain a FICA refund on behalf of the employee, but will receive the City's portion. Administration confirmed that informational meetings will be provided to the union and non-union employees.

The City Attorney and Labor Attorney were asked to prepare a suitable release form for employees to sign for 2011 and 2012 FICA dollars paid. An update regarding this item is to be placed on the Committee-of-the-Whole agenda for March 27, 2017.

The following items were discussed under New Business:

- Deputy Comptroller – A brief discussion ensued regarding republishing a classified ad as well as the wage. The City Clerk reported one resume has been received. The Treasurer/Comptroller will be contacting a lead she received on a recruiter and will provide an update at the Committee-of-the-Whole on March 27, 2017.
- The Mayor stated the City has again qualified for the Certificate in Financial Achievement from the Michigan Government Finance Association and the City

Clerk was directed to place this item on a future Council agenda when the plaque is received.

- Torrey Road pumping station regarding quotes for emergency back-up generators. The Treasurer/Comptroller stated she is working with AEW and will provide additional information such as charging the cost of a generator against water/sewer fund. The City Administrator is looking at whether there is a legal requirement to have two different power sources, DTE's responsibility to provide two sources, and whether there are charges/fees.
- Easter Egg Hunt being held on Saturday instead of Thursday afternoon permitting greater attendance and ability for working parents to attend.

The following item was discussed under Public Comment:

- Kathy Ryan's article on power outage.

Motion by Granger, seconded by Koester, that the meeting of the Committee-of-the-Whole be adjourned at 9:35 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

7A

RECEIVED

MAR 14 2017

CITY OF GROSSE PTE. WOODS

MEMO 17 - 10

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services FS

DATE: March 10, 2017

SUBJECT: Recommendation –Envirosight Jetscan HD Video Nozzle Camera

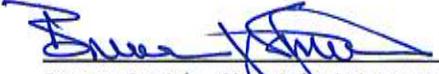
We have received a quote in the amount of \$14,803.04 from Bell Equipment Company to provide the Department of Public Works with an Envirosight JetScan HD Video Nozzle Camera including optional roller extensions and I-pad Mini. This camera, when attached to the sewer jet, will allow visual inspection of 8 to 24" and larger city sewers.

Bell Equipment Company is the authorized dealer for Envirosight products in the State of Michigan. The price quoted is the best price available based upon the MIDEAL state contract #071B7700091 that includes a 2% discount off list price. I do not believe any benefit would accrue to the city by seeking additional bids. Therefore, I recommend a purchase order be issued to Bell Equipment Company, 78 Northpointe Drive, Lake Orion, MI 48359 in the amount of \$14,803.04 for one Envirosight JetScan HD Video Nozzle Camera including optional roller extensions and I-pad Mini. This is a budgeted item included in the 2016/2017 Water/Sewer budget general ledger account 592-537-970.000 in the amount of \$15,000.00.

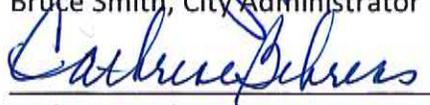
If you have any questions concerning this matter please contact me.

c.c. Cathrene Behrens
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



 Cathrene Behrens, City Treasurer/Comptroller

3/13/2017
 Date

3/13/17
 Date

 Council Approval Required



CITY OF GROSSE POINTE WOODS

8A

MEMORANDUM

Date: March 15, 2017

To: Mayor and City Council

From: Bruce Smith, City Administrator

RECEIVED
MAR 15 2017
CITY OF GROSSE POINTE WOODS

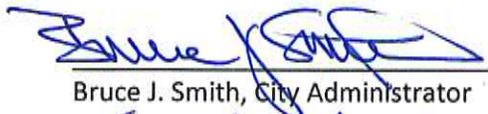
Subject: Proposal from Bendzinski & Company Municipal Finance Advisors to serve as the city's Registered Municipal Advisor for issuance of the City of Grosse Pointe Woods Unlimited Tax General Obligation Bonds Series 2016

Attached is a proposal from Bendzinski & Company Municipal Finance Advisors to serve as the city's Registered Municipal Advisor for issuance of the City of Grosse Pointe Woods Unlimited Tax General Obligation, Bonds Series 2016 for the road improvement project.

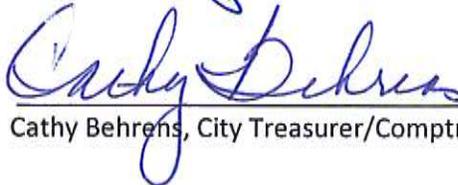
They are proposing a fee of \$9,500.00 to handle all aspects of the sale, closing, and delivery of the bonds. The bond amount is expected to generate approximately \$2,975,000.00 in funds. The exact amount will be determined at the time of the bond closing.

It is my recommendation that City Council approve the proposal from Bendzinski & Company Municipal Finance Advisors for issuance of the City of Grosse Pointe Woods Unlimited Tax General Obligation, Bond Series 2016 in an amount not to exceed \$9,500.00 from the Road Bonding Account #406-451-977.199.

Recommended for Approval as Submitted:


Bruce J. Smith, City Administrator

3/15/2017
Date


Cathy Behrens, City Treasurer/Comptroller

3/15/2017
Date

Council Approval Required

Attachment

September 15, 2016

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

RE: City of Grosse Pointe Woods, County of Wayne, State of Michigan, Unlimited Tax
General Obligation Bonds, Series 2016

Dear Mr. Smith:

Bendzinski & Co. Municipal Finance Advisors would like to thank you for the opportunity to serve as the Registered Municipal Advisor for the issuance of the above referenced bond issue. This letter will confirm the terms of our engagement:

- Act on behalf of the City of Grosse Pointe Woods (the "Issuer") with a fiduciary duty, which shall include dealing fairly with all persons in accordance with the rules and regulations set forth by the Municipal Securities Rulemaking Board ("Board" or "MSRB") and the Securities and Exchange Commission ("SEC");
- If necessary, prepare with officials, the forms required by the Municipal Finance Division of the Michigan Department of Treasury;
- Prepare complete financial information in cooperation with officials and engineers in order to arrive at the amount of the issue to be sold;
- Development of cash flow analysis and revenue sources to meet the principal and interest obligations on the proposed bonds;
- Prepare a time schedule, illustrating the steps necessary to issue the bonds for the project;
- With input from the Issuer, determine whether a private placement, competitive or a negotiated sale is the most beneficial to the issuance of the bonds depending on the selected bond issue type and current market conditions, and then develop a plan of finance;
- Prepare bond specifications for bond counsel including: interest rate limitations, redemption provisions, bidding and good faith details;
- Assist with the selection of registrar/transfer/paying agent, if necessary;
- Assist the Issuer with the selection of an underwriter or placement agent, if necessary;
- Prepare comprehensive Preliminary and Official Statements, or any other form of disclosure that may be required, outlining all the details of the proposed financing, based on information provided by Issuer, in accordance with the provisions of S.E.C. Rule 15c2-12;

Bendzinski & Co.

Mr. Bruce J. Smith, City Administrator
City of Grosse Pointe Woods
September 15, 2016

- If the Bonds are to be rated, advising and assisting with the selection of rating agencies. Preparation of materials to be provided to ratings agencies and in developing strategies with officials for meetings with ratings agencies;
- A representative of Bendzinski & Co. shall review the bids for compliance with the terms set forth by the Issuer;
- After the bids are received, Bendzinski & Co. will calculate and verify the True Interest Cost on the bids submitted.
- Prepare an easy to read comparison of all the bids received;
- Prepare final closing memo, pricing numbers including the final debt service schedule, pricing summary, and sources and uses of funds based on lowest bid; and
- Usual and customary Registered Municipal Advisor services as may be requested by the Issuer.

Bendzinski & Co. proposes a fee of \$9,500.00.

In addition to the above professional fee, the Issuer will be charged for all travel and out-of-pocket expenses including, but not limited to: postage, telephone, mileage, airfare, meals and lodging for attendance of meetings requested by the Issuer.

We believe this provides you with the outline of the services we provide. The Registered Municipal Advisor fee is contingent upon the closing and delivery of the bonds. Although this form of compensation may be customary, it presents a conflict because Bendzinski & Co. may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Issuer. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Bendzinski & Co. may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Bendzinski & Co. manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Issuer which require it to put the interests of the Issuer ahead of its own.

Bendzinski & Co. is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB. As part of this registration Bendzinski & Co. is required to disclose to the SEC information regarding any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Bendzinski & Co. Pursuant to MSRB Rule G-42, Bendzinski & Co. is required to disclose any legal or disciplinary event that is material to the Issuer's evaluation of Bendzinski & Co. or the integrity of its management or advisory personnel. Bendzinski & Co. has determined that no such event exists as there are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving Bendzinski & Co. that were required to be reported to the SEC.

Bendzinski & Co.

Mr. Bruce J. Smith, City Administrator
City of Grosse Pointe Woods
September 15, 2016

Copies of Bendzinski & Co.'s filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page, which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Bendzinski & Co. or for our CIK number which is 1614475.

It is understood and agreed that either party to this contract of employment may terminate the contract for any reason upon thirty (30) days prior written notice to the other party. If our employment on this basis is agreeable to you, please endorse your acceptance hereof on this letter which will constitute our contract of employment.

Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

BENDZINSKI & CO.
Municipal Finance Advisors



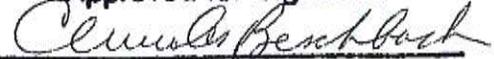
Robert J. Bendzinski, CIPMA
President
Registered Municipal Advisor

Accepted: _____, 2016

CITY OF GROSSE POINTE WOODS, STATE OF MICHIGAN

By: _____
Bruce J. Smith, City Administrator

Approved for Signature



Charles T. Berschback
Acting City Attorney

Date: 3-10-17

88

CITY OF GROSSE POINTE WOODS

Office of the City Clerk

Memorandum

DATE: March 8, 2017

TO: Mayor and City Council

FROM: Lisa Hathaway, City Clerk 

SUBJECT: Contract: 2017 Re-codification

In accordance with City Charter, I am requesting the City Council approve a contract with Municode in an amount not to exceed \$7,500.00 to re-codify the City's code book.

Charter, Section 7.10 – Compilation and Codification of Ordinances requires, . . . at least once in every ten years thereafter, the Council shall direct the compilation or codification and printing in looseleaf or pamphlet form of all ordinances of the city then in force.

The last time our code completed a legal review and reprint was in 2007. The original price quote was \$21,600.00+, however following discussions Municode has agreed to a reduced price of \$7,500.00, which will include legal review and a three-hour legal teleconference with no physical re-print of the books. The code books have been maintained with published supplements as well as on-line updates, therefore no re-print will be necessary at this time.

I recommend awarding a contract to Municode to provide the City's 2017 re-codification services in a total amount not to exceed \$7,500.00, an approved item in the 2017/18 budget contained within the City Clerk's Contractual Services Account No. 101-215-818.000. Due to prior satisfactory service, and no re-print being recommended at this time resulting in a savings, I do not believe any benefit will accrue to the City by seeking bids.



Municipal Code Corporation • P.O. Box 2235 Tallahassee, FL 32316
Info@municode.com • 800.262.2633
fax 850.564.7492 • www.municode.com

February 19, 2016

Ms. Lisa Hathaway
City Clerk
20025 Mack Plaza Drive
Grosse Pointe Woods, MI 48236

Sent via email: LHathaway@gpwmi.us

Dear Ms. Hathaway:

Thank you for speaking with your Regional representatives, James Bonneville and Tracy Stevanov. Pursuant to your conversation with Tracy and James, we are pleased to submit the following information and pricing for a legal review of your code.

Why Choose A Legal Review?

- Recodification can be expensive and take years to complete.
- We have devised a less expensive and faster way to accomplish a similar result.
- It begins with a legal review that provides you with a snapshot of possible conflicts and issues of concern.
- With your review completed, the conflicts and concerns can be corrected by simply republishing your code.
- However, if the issues are too numerous or complex, a full recodification may be recommended.
- Should recodification be recommended, the expense incurred in the legal review may be credited toward its cost.

What Kinds of Conflicts Develop Over Time?

- Most conflicts are caused by changes in other bodies of law, such as the state statutes.
- States continually revise their statutes.
- Ordinances based upon previous authority often end up conflicting with the state law despite no changes being made to the local law.
- In order to ensure that your code is adequately maintained, we recommend a complete legal review every 5-10 years.
- The precise time depends upon the number of ordinances you have passed and the extent to which the state statutes have evolved since your last review.

Legal Review Process.

- One of our experienced attorneys will personally conduct a chapter-by-chapter legal review of your code.
- If your concerns are more narrowly defined, we can limit the scope of our review to selected chapters or just state law references.
- This review will identify obsolete provisions, conflicts and inconsistencies with current state statutes, as well as conflicts with other code sections.
- State law citations are checked and necessary changes and additions are noted.
- Our team of full-time attorneys will produce a legal memorandum for you that includes our recommendations for curing conflicts, deleting obsolete provisions and other "housecleaning" measures.
- Your legal memorandum will be delivered in an electronic form for ease of use.
- All recommendations are intended for the use of your attorney and are not to be considered legal advice to a layperson.

Conference.

- Our attorney is available to answer questions and discuss her/his findings via teleconference, webinar or in person.
- The discussion should include all interested officials, as their participation will help expedite implementation of the approved recommendations.

Implementation of Approved Recommendations.

- Recommendations chosen for action can be incorporated into your code by passing individual amendatory ordinances, or aggregating all changes and readopting the entire code.
- If corrections are made via individual ordinances, we can issue a supplement to the existing code; however, if changes are aggregated, republishing your entire code may be more cost effective.
- An estimate for implementing the changes can be provided once the legal review is completed and the extent of changes is known.

Our Team Is Here For You.

- Municode has a team of 12 full-time attorneys that perform our legal services.
- Our attorneys are well-versed in local government law, each averaging over 20 years of codification experience.
- Our team also has the benefit of knowledge gained from decades of experience working with many local governments across the country.

Legal Review Fees¹

- | | |
|---|------------------------|
| <input type="checkbox"/> Legal review of your code of ordinances | \$7,500 |
| <input type="checkbox"/> Teleconference or web-based conference with a Municode attorney, 3 hours | No charge ² |

Payments for Legal Review:

- | | |
|-------------------------------------|-------------|
| • Upon Execution of Agreement | \$3,750 |
| • Upon Delivery of Legal Memorandum | Balance Due |

If you have any questions or desire additional information, please call and speak with our Vice President of Sales, Dale Barstow or our Assistant Vice President of Sales, Steffanie Rasmussen or your regional representatives. We are also happy to schedule a conference call or webinar with all interested parties, or meet with you personally. We are here to serve you!

Sincerely,

Dale Barstow
Vice President - Sales

DMB/Its
Cc: Steffanie Rasmussen, Assistant Vice President of Sales
steff@municode.com
800-262-2633 ext. 1148
James Bonneville, Mid-West Regional Sales Representative
JBonneville@municode.com
(651) 262-6262
(310) 422-2095
Tracy Stevanov, Mid-West Inside Sales Representative
tracy@municode.com
(800) 262-2633 ext. 1383

Accepted by:

THE CITY OF GROSSE POINTE WOODS

By: _____

Title: _____

Witness: _____

Date: _____

¹ Sales Tax is additional where applicable. This quote is valid for 90 days from the date indicated herein.

² Subsequent teleconferences will be billed at the rate of \$150 per hour.

Our Company

Loyalty

"I've always found everyone at Municode to be extremely helpful, friendly, and very patient. Time is always taken to assist me. It's been a pleasure working with Municode."

*- Ms. Eckles,
Stafford County,
VA*

Customers. We are the nation's largest, most advanced and most experienced codifier of local government codes of ordinances because of you! Our company was founded in March of 1951 and has published more than 4,200 Codes for local governments. We currently provide services to over 3,755 clients across the entire United States and host over 3,180 municipal codes on MunicodeNEXT.

Experience. With more than 64 years of experience, we have fine-tuned our operations to offer the most efficient and affordable codification and publishing services available. We work hard to maintain the high level of service that our clients deserve.

Facilities. Our facility in Tallahassee, Florida includes four buildings, totaling 56,000 square feet, employing over 190 employees, including 10 attorneys, 35 legal editors and 20 legal proofreaders. We have regional offices located in Loveland and Fort Collins, Colorado; Stillwater, Minnesota; Raleigh, North Carolina; Fort Worth, Dallas and Edinburg, Texas; Charlottesville, Virginia; Long Beach, California; Chicago, Illinois; Idaho; and Indiana.

Customer Service Team. Our customer service team is led by Dale Barstow, former President of the Municipal Clerks Education Foundation. His team of 15 customer service representatives is committed to making your life easier by providing you with the support you need in a professional and timely manner.

Code Team. Our code team is led by Rick Grant, former Judge Advocate General of the Navy. His team of attorneys, legal editors and legal proofreaders are the most experienced in the industry. Their goal is to work with you and your team to ensure that your code is legally sound, complete and presented in a way that makes the lives of your staff and your citizens better.

Supplement Team. Our supplement team is led by Dennis Sinnett, a 30 year Navy Veteran. His team of 55 legal editors, legal proofreaders, production support staff, and indexers are highly trained professionals. Their goal is to work with you to ensure that your code is legally accurate, updated in a timely manner and posted on the nation's most advanced online platform – MunicodeNEXT. Our supplement team believes in "value added editing." This approach ensures that your code is maintained according to the highest legal and editorial standards in the nation.

Information Technology Team. Our IT team is led by Phillip Claiborne. His team of developers works daily to ensure that our MunicodeNEXT platform leads the industry. Their goal is to listen to your needs in order to build technology that makes your online code more accessible, powerful, transparent and intuitive.

Finance Team. Our Finance team is led by Michelle Eagen. Her team of finance professionals are dedicated to you. They are here to answer questions and provide you with the information you need for budgeting, payments and planning.

Direct Line. Our team of professionals are here for you and is trained to answer any questions you may have. In addition to our amazing team, you will always have a direct line to the top via our Chairman/CEO, Lawton Langford (son of founder), or me, Eric Grant, President. We are available by phone or email at LawtonL@municode.com and eric@municode.com, should you ever need our assistance.

Resumes

Lawton Langford, Esq., Chairman & CEO. Lawton attended Vanderbilt University with a double major in Economics and Business Administration. His post-graduate degrees are a Juris Doctor from the FSU College of Law and a Masters of Business Administration from the FSU College of Business. Lawton is a member of the Florida Bar.

Eric Grant, Esq., President. B.S., U.S. Naval Academy; M.A., Georgetown University; J.D., University of Virginia School of Law. Member of the Florida Bar. Eric served as a Tank Platoon Commander in the United States Marine Corps. As a Marine, Eric served both stateside and abroad. Eric and his unit were deployed during Operation Enduring Freedom shortly after September 11, 2001. While serving as a United States Marine, Eric served in Virginia, Kentucky, California and abroad as a member of the 15th Marine Expeditionary Unit.

Legal:

H. E. "Rick" Grant, Esq., Executive Vice President and COO. B.S., U. S. Naval Academy; J.D., Florida State University. Rick is a former naval aviator and Navy attorney (JAG Corps) who retired as the Navy's senior attorney, the Judge Advocate General of the Navy. He has been with Municode for 18 years as the C.O.O. and has headed the Code Department for the last 4 years. He has overall supervision of the legal work of all code projects. He assigns the Municode attorney, and ensures that the final product is up to Municode's demanding standards.

Alyce A. Whitson, B.A., University of South Florida; J.D., University of Florida. Alyce is a long time member of the Florida Bar with more than 43 years of experience in state and local government law having served as a legal analyst for the Legislature of the State of Florida and attorney for the City of West Palm Beach, Florida and the Florida League of Cities before joining Municode. She has completed countless local government codes and other legal projects throughout the United States.

William J. Carroll Jr., Esq., B.S., Penn State University; J.D., Florida State University; more than 41 years of experience in local government law; Member of Florida Bar. Bill has completed hundreds of codes and legal projects throughout the United States including codes in Arkansas, Colorado, Florida, Indiana, Illinois, Kansas, Kentucky, Louisiana, Maine, Michigan, Missouri, Montana, Nevada, New Jersey, New Mexico, Pennsylvania, South Dakota, Tennessee, Texas, Virginia and Wyoming.

Roger D. Merriam, Esq., B.A., Mercer University; J.D., Emory University; more than 39 years of experience in local government law; Member of Florida Bar. Roger has reviewed Codes in all 50 states and completed Codes in multiple states including Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Massachusetts, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Rhode Island, South Dakota, South Carolina, Tennessee, Texas, Virginia, West Virginia and Wisconsin.

Daniel F. Walker, Esq., B.S., Florida Southern College; J.D., Georgia State University College of Law. 8 years of private practice; 15 years of experience in local government law. Active member of Florida and South Carolina Bars, also admitted to practice before the Supreme Court of the United States and the U.S. Court of Appeals for the Armed Forces. Dan has completed code projects in South Carolina, North Carolina, Virginia, Texas, Louisiana, Mississippi, Alabama, Georgia, West Virginia, Illinois, and New Mexico.

Jim Jenkins, Esq., B.A., Eckerd College; J.D., University of Maryland School of Law; Former Appellate Attorney and Trial Prosecutor for the Kings County District Attorney's Office, Brooklyn, New York; 19 years of experience in complex legal research and litigation; 8 years of experience in local government law. Jim has completed Codes in Alabama, California, Georgia, Louisiana, Maryland, New Hampshire, South Carolina, Texas, Utah, Washington and Wisconsin.

Sandra S. Fox, Esq., B.A. (Summa Cum Laude) Florida State University; J.D. (Magna Cum Laude), Florida State University; 13 years of experience in legal research and writing; 10 years of experience in local government law. Sandra has completed over 200 codes and various other legal projects in Alaska, Alabama, Florida, Georgia, Illinois, Kansas, Maine, Michigan, Minnesota, Montana, Oklahoma, Missouri, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, and Wisconsin.

Julie E. Lovelace, Esq., B.A., University of North Carolina - Chapel Hill; J.D., Samford University Cumberland School of Law; 25 years of experience in local government law (11 years as Senior Assistant County Attorney for Leon County, Florida, 14 years in private practice); member of the Florida Bar. Also admitted to practice before the U.S.

Court of Appeals for the Eleventh Circuit, U.S. District Court for the Middle District of Florida and U.S. District Court for the Northern District of Florida.

Mary Margaret Bielby, Esq., B.A. (cum laude), Florida State University; Masters Certificate in Project Management, Florida State University; J.D., Samford University Cumberland School of Law. Experience in local government law and civil and criminal law at the federal level.

William "Bill" Sweeney, Esq., B.S., University of Montana; J.D., University of Montana; LLM (Criminal Law), The Army Judge Advocate General School; M.A. (National Security and Strategic Studies), Naval War College. Former Navy Attorney for 21 years, retiring as Captain. Bill also has 7 years of experience in local government law, 3 as Assistant County Attorney. Member of Montana Bar. Also admitted to practice before U.S. District Court of Montana and U.S. Court of Appeals of Armed Forces.

Project Coordinators/Customer Service:

Dale Barstow, Vice President of Sales & Pilot of Municode's Corporate Airplane. Graduate from Embry-Riddle Aeronautical University; Honorary Town Clerk in 5 States; former Municipal Clerks Education Foundation President of 14 years; Dale has over 40 years of experience in client sales. Dale meets with our customers to ensure face to face communication and coordination.

Steffanie W. Rasmussen, Assistant Vice President of Sales. M.S., Industrial & Organizational Psychology, Kansas State University; B.S., Business Psychology, Florida State University; Certificate in Performance Management, Florida State University. She is communication, efficiency and customer service driven.

James Bonneville, Mid-West Regional Sales Representative, located in Stillwater, Minnesota. He is available to answer questions and meet with you, as needed. James graduated from the University of Minnesota with a B.S., in Political Science. James worked in State Government, Lobbying and Governmental Sales for over 19 years. James has been a part of Municode/MCCi since 2009. He frequents the Michigan area often and attends the Municipal League Conference, Clerks Conference and IIMC Conference. He is also supported by our entire staff in Tallahassee.

Tracy Stevanov, Mid-west Inside Sales Representative. B.S., Public Administration, Florida State University School of Social Science. Tracy has over 15 years of sales experience and has worked with Municode since 2008. She enjoys meeting with clients and assisting them in all facets of their account; from demonstrating new products and solutions to problem solving and preparing budgets. Tracy works hand in hand with James ensuring that clients are taken care of.

Editorial Staff:

Dennis J. Sinnett, Vice President of Supplements. B.S., United States Naval Academy; M.A.S., Embry-Riddle Aeronautical University. A former Naval aviator with over 30 years of leadership experience, he is the supervisor of the Supplement Department.

Information Technology:

Phillip Claiborne, Chief Information Officer. B.S., Management Information Systems, Florida State University; M.B.A., University of Florida; CompTIA Certified A+, Net+, Security+, Microsoft Certified Systems Administrator. Phil has over 13 years of extensive experience supporting, designing and administering corporate network environments.

Elliot Haworth, Senior Web Application Developer. B.A., Computer Science, Mercer University. Elliot has over 11 years' experience developing desktop and web applications. Relevant areas of expertise include the .Net MVC Framework, client-side MVC/MVVM frameworks such as backbone and angular and restful API development.

Philip Holly, Senior Web Application Developer. B.S., Computer Science, Georgia Tech. Philip has over 8 years of experience architecting and building enterprise web applications.

George Powell, IT Director. B.S., Management, Park University; Microsoft Certified Systems Engineer, VMWare VCP 4.0. 18 years of extensive experience supporting, designing and administering corporate computing environments.

What Our Clients Say about Partnering With Us

"We were not only impressed with the services and products provided by Municode but the speed in which it all took place. Our Legislative Body and Administration were pleased with the new code books and the pricing we received. Thank you for producing this great product with such professionalism. We look forward to our continued relationship with Municode."

"We certainly couldn't have done it without your team. MCC is a very customer oriented company."

"I find everyone at Municode delightfully friendly and helpful. You are all very professional. It's apparent that you all care a great deal about good customer service. That is wonderfully refreshing as it is so hard to find anymore."

"I am extremely satisfied with Municipal Codes Corporation's performance and customer assistance. Not many companies provide such excellent services."

"You have personally demonstrated excellent service, diligence and concern for the integrity of our code and the integrity of the product your company produces. Please know your efforts are very much appreciated!"

"We appreciate the superior customer service you have provided. I can't tell you how nice it is to have people that will work with you."

"You are true professionals and great to work with!"

"Thank you for the tremendous job that you do for us. You always make me look good as the Clerk and I truly appreciate your services."

"WONDERFUL!!! Thanks for making my life easier, I really appreciate all that you do!"

"Your diligence, care, command over the process and attention to details have been exceptional. Moreover, what also helps set you apart from most of those in your line of work is that, you are readily accessible and exceedingly responsive. I hope that my clients are as pleased with me as I am with you."

"I really enjoy working with you! Your responsiveness and enthusiasm are greatly appreciated!!!"



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The City Attorney provided an overview regarding the **Fibertech METRO Act Modification Request**.

The Building Official provided an overview of his concerns.

Steven Harold on behalf of Fibertech was in attendance for questions and discussion.

The Building Official was directed to contact the Michigan Public Service Commission regarding the removal of non-working equipment.

Motion by Shetler, seconded by Granger, regarding Fibertech METRO Act Modification Request, that the City Council postpone action for approximately a 30 day period.

Motion carried by the following vote:

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

DON R. BERSCHBACK
OF COUNSEL

March 15, 2017

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

RECEIVED

MAR 15 2017

CITY OF GROSSE POINTE WOODS

RE. Fibertech a/k/a Lighttower
DAS Small Cell License Agreement
Agenda Item March 20, 2017

Dear Honorable Mayor and Council:

This was originally before you on October 3, 2016. At that time the City conditionally approved Fibertech's request to install two small "Distributed Antenna Systems" (DAS). One location was along the alley at the Urgent Care clinic on Lennon. The second location was along the alley entering the City Hall parking lot. As Mr. Tutag and the installer reviewed this further, it was determined that the proposed pole location was actually on City owned property. This triggered Charter Section 13.7 which prohibits leasing City owned property without the ability to revoke any permission with a 30 day notice.

I have now been able to work out the details with the applicant, and an appropriate clause is being placed into the License Agreement verifying the 30 day revocation clause with language indicating we will not unreasonably withhold a new location in the unlikely event a new location is required. In addition, by the 03/20/17 meeting, Mr. Tutag and the installer are finalizing discussed details regarding placement and screening of the equipment box.

This is technically not under the METRO Act authority. Fibertech (a/k/a Lighttower) has agreed to a \$2,500.00 one time administration fee and monthly fees per pole of \$50.00. I have been in contact with Mike Watzka on several occasions regarding this application and I believe it is now ready for final approval. A copy of the License Agreement (and a short summary) is attached for your review.

It would be the prerogative of Council to authorize a City Administrator to enter into the attached DAS/Small Cell License Agreement with Fibertech.

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 WITH FIBERTECH / LIGHTOWER

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.

PRE-IMPLEMENTATION PHOTO

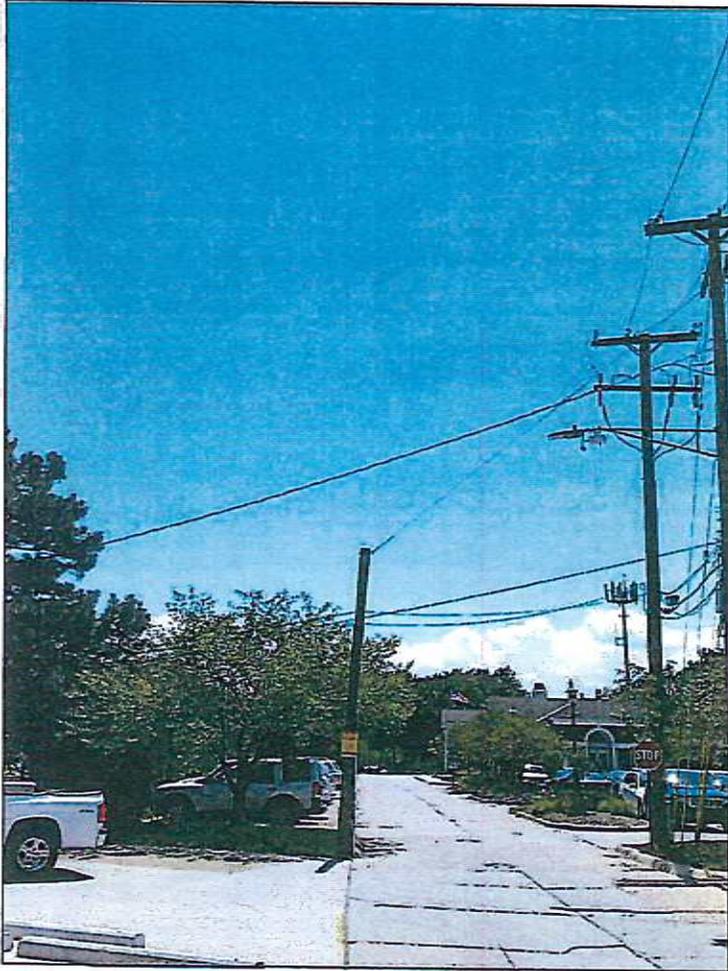
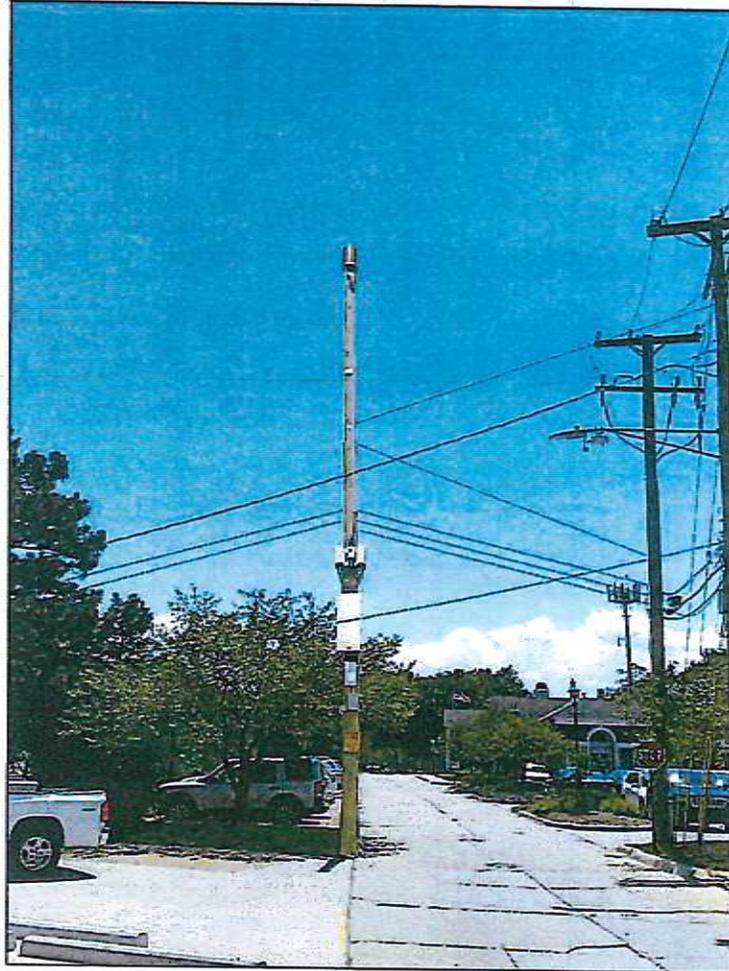


PHOTO SIMULATION



Project #:

FIBMI16001

OWNER/DEVELOPER:



Original Issue Date: 7/1/16

Latest Revision Date: 8/3/16

PREPARED BY:



4501 Hoch-403 Street
 Shelbyville, KY 40083
 Phone: (502) 459-2500
 FMS: (502) 499-2508

Title:

NODE 16305
DAS NODE INSTALLATION
PROPOSED NODE
16305-I_94_AND
_MORRANG_SC (SC-MI (241))
GROSSE POINTE WOODS, MI

Rev.	Date	Description	By
1	7-1-16	PERMIT	FD
2	7-23-16	UPDATES	SD
3	7-24-16	PHOTO UPDATES	SD
4	8-3-16	DRAWING UPDATES	SD
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Drawn by:	Checked by:	Approved by:
FDR	GABES	
Scale:	N.T.S.	

PRE-IMPLEMENTATION PHOTO

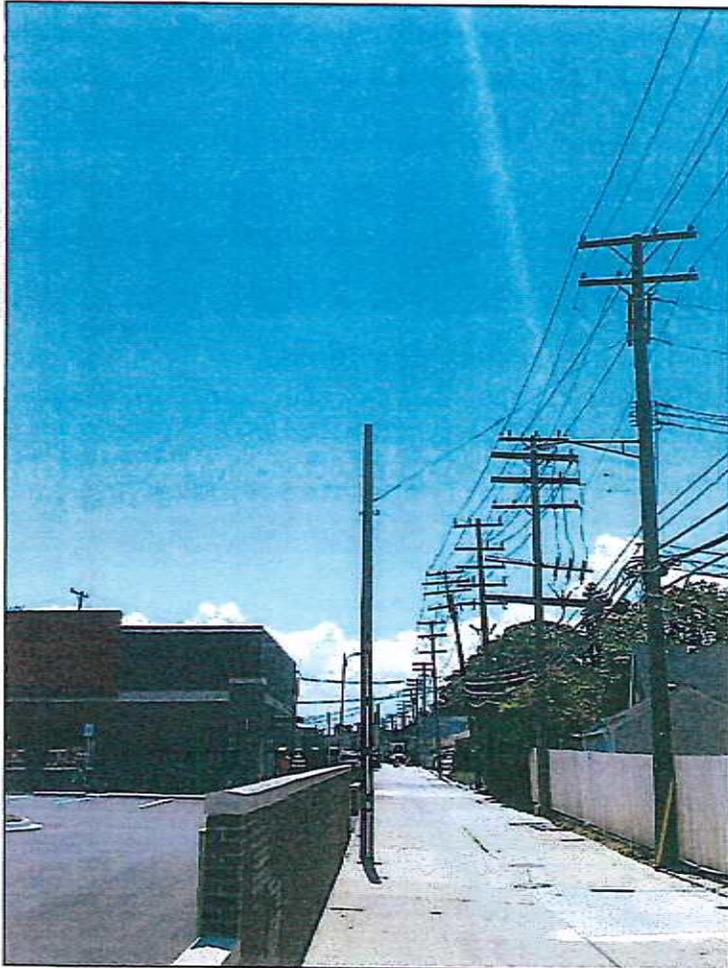
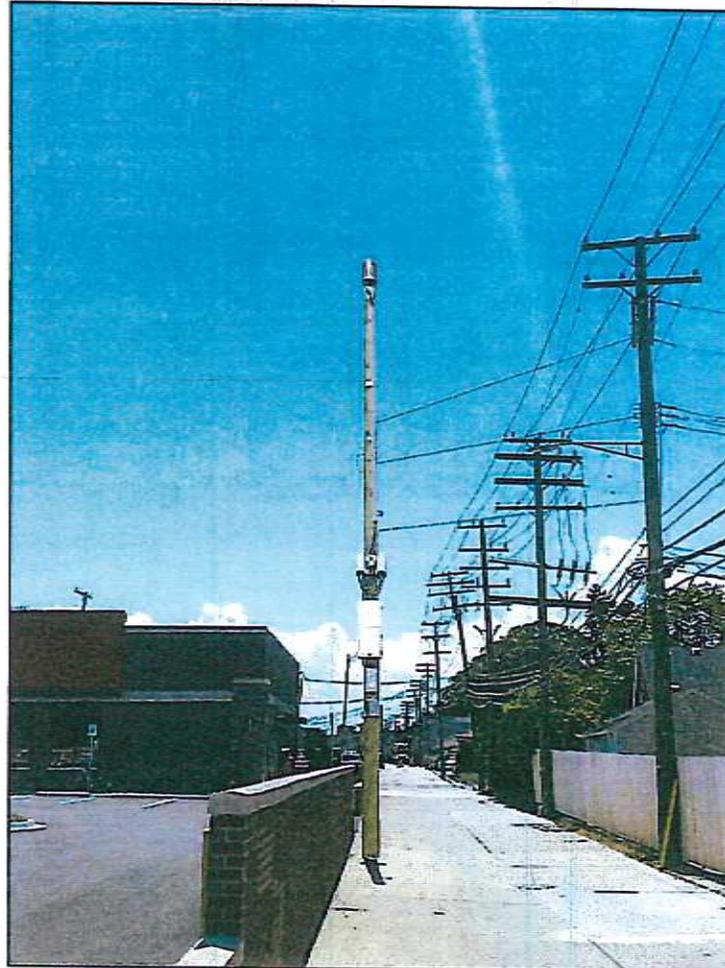


PHOTO SIMULATION



Project #:
FIBMI16001

OWNER/DEVELOPER:



Original Issue Date: 7/1/16

Latest Revision Date: 8/3/16

PREPARED BY:



404 North 42nd Street
Sheboygan, WI 53081
Phone: (715) 459-3200
FAX: (715) 459-3428

Title:

NODE 16304
DAS NODE INSTALLATION
PROPOSED NODE
16304-1_94_AND
_MORRANG_SC_OPTION2
(SC-MI 0240)
GROSSE POINT WOODS, MI

Rev.	Date	Description	By
1	7-1-16	PERMIT	FR
2	7-13-16	UPDATES	SD
3	7-28-16	PHOTO UPDATES	SD
4	8-3-16	DRAWING UPDATES	SD
5			
6			
7			
8			
9			
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12			
13			
14			
15			

Drawn by:	Checked by:	Approved by:
PDR	GABES	
Scale:	N.T.S.	

Sheet **2 of 6**



DAS NODE INSTALLATION
 PROPOSED NODE 16305-I_94_AND_MORRANG_SC (SC-MI 0241)
 CITY of GROSSE POINTE WOODS, MI

NODE 16305

SITE LOCATION MAP



LAT. 42.43299
 LON. -82.90939



Project #:
FIBMI16001

OWNER/DEVELOPER:



Original Issue Date: 7/1/16

Latest Revision Date: 8/3/16

PREPARED BY:



4064 North 48th Street
 Sheboygan, WI 53083
 Phone: (920) 476-2600
 FAX: (920) 476-2606

Title:
NODE 16305
 DAS NODE INSTALLATION
 PROPOSED NODE
 16305-I_94_AND
 MORRANG_SC (SC-MI 0241)
 GROSSE POINTE WOODS, MI

Rv.	Date	Description	By
1	7-1-16	PERMIT	PR
2	7-12-16	UPDATES	SD
3	7-14-16	PROJED UPDATES	SD
4	8-3-16	DRAWING UPDATES	SD
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Drawn by: **FDR** Checked by: **GABE'S** Approved by:

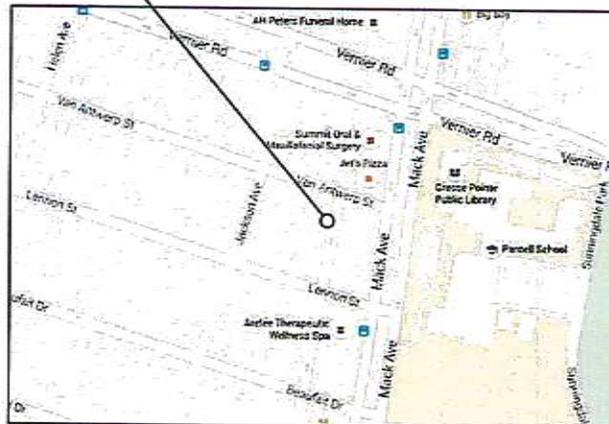
Scale: **N.T.S.**



DAS NODE INSTALLATION
PROPOSED NODE 16304-I_94_AND_MORRANG_SC OPTION 2 (SC-MI 0240)
CITY of GROSSE POINTE WOODS, MI

NODE 16304

SITE LOCATION MAP



LAT. 42.44235
 LON. -82.90794



Project #:
FIBMI16001

OWNER/DEVELOPER:



Original Issue Date: 7/1/16

Latest Revision Date: 8/3/16

PREPARED BY:



404 North 4th Street
 Sheboygan, WI 53083
 Phone: (920) 476-2000
 FAX: (920) 476-2008

Title:
NODE 16304
DAS NODE INSTALLATION
PROPOSED NODE
16304-I_94_AND
_MORRANG_SC OPTION 2
(SC-MI 0240)
GROSSE POINTE WOODS, MI

Rev.	Date	Description	By
1	7-2-16	PERMIT	PR
2	7-23-16	UPDATES	SD
3	7-26-16	PHOTO UPDATES	SD
4	8-3-16	DRAWING UPDATES	SD
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Drawn by: PDR
 Checked by: GABES
 Approved by:
 Scale: N.T.S.

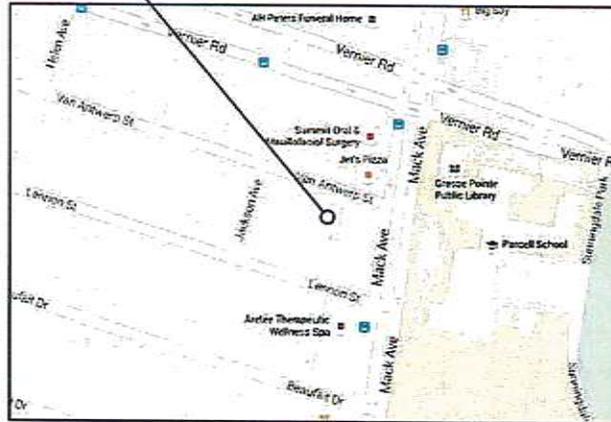
Sheet: **1 of 6**



DAS NODE INSTALLATION
PROPOSED NODE 16304-I_94_AND_MORRANG_SC OPTION 2 (SC-MI 0240)
CITY of GROSSE POINTE WOODS, MI

NODE 16304

SITE LOCATION MAP



LAT. 42.44235
 LON. -82.90794



Project #:
FIBMI16001

OWNER/DEVELOPER:


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

PREPARED BY:

 4504 North 48th Street
 Sheboygan, WI 53081
 Phone: (920) 475-2600
 FAX: (920) 478-2400

Title:
NODE 16304
DAS NODE INSTALLATION
PROPOSED NODE
16304-I_94_AND
_MORRANG_SC OPTION 2
(SC-MI 0240)
GROSSE POINTE WOODS, MI

Rev.	Date	Description	By
1	7-1-16	PERMIT	FR
2	7-22-16	UPDATES	SD
3	7-26-16	PERMIT UPDATES	SD
4	8-3-16	DRAWING UPDATES	SD
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Drawn by: **FDR** Checked by: **GABES** Approved by:
 Scale: **N.T.S.**

PRE-IMPLEMENTATION PHOTO

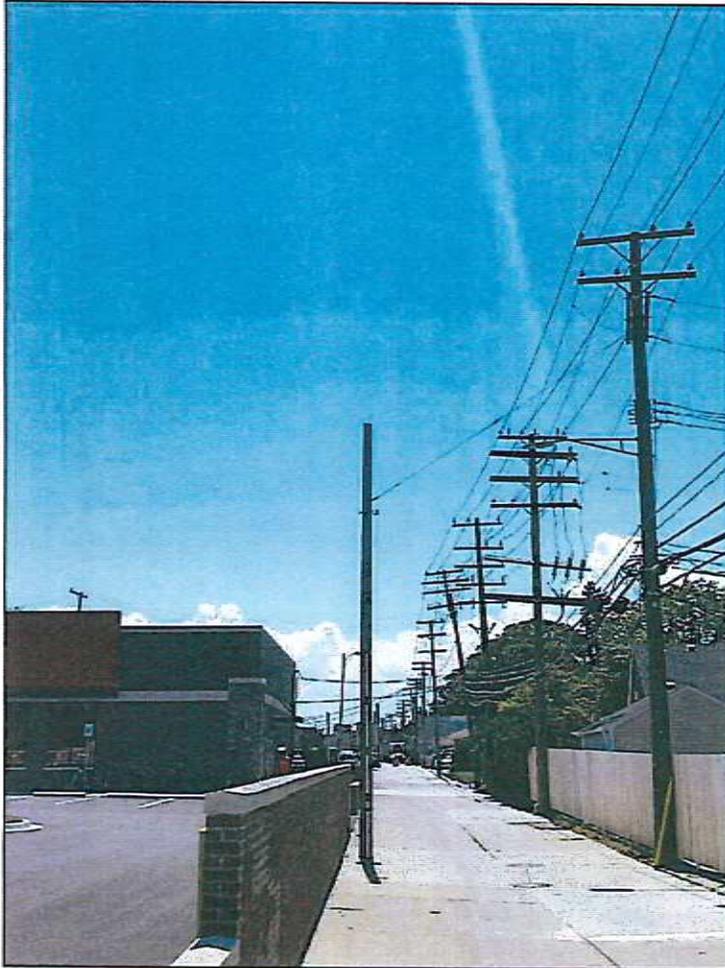
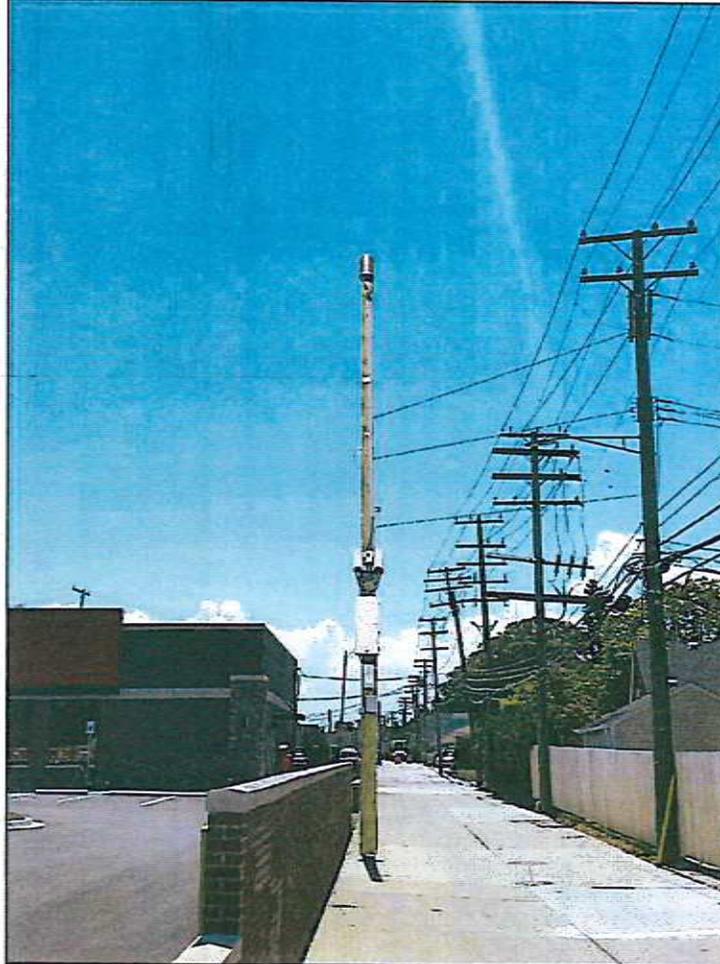


PHOTO SIMULATION



Project #:
FIBMI16001

OWNER/DEVELOPER:



Original Issue Date: 7/1/16

Latest Revision Date: 8/3/16

PREPARED BY:



404 North 41st Street
Sheboygan, WI 53083
Phone: (920) 459-2800
FAX: (920) 459-2406

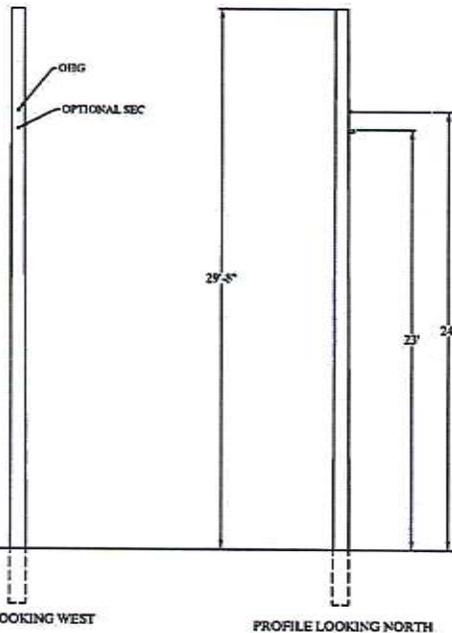
Title:

NODE 16304
DAS NODE INSTALLATION
PROPOSED NODE
16304-I_94_AND
_MORRANG_SC OPTION 2
(SC-MI 0240)
GROSSE POINT WOODS, MI

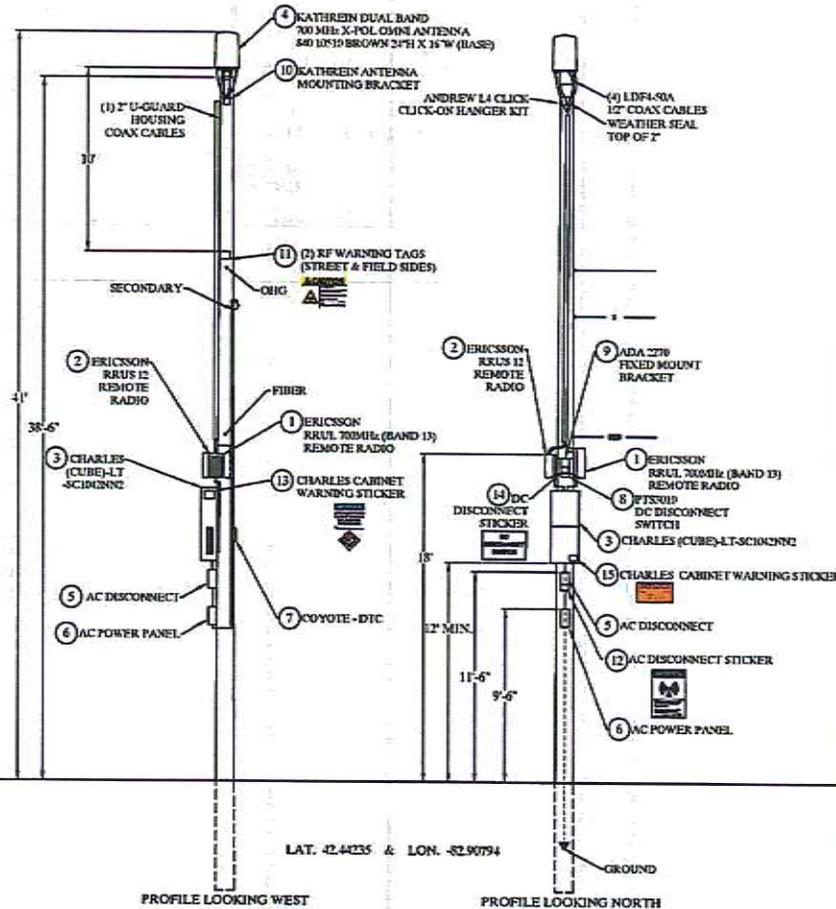
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Drawn by: PDR
 Checked by: GABES
 Approved by:
 Scale: N.T.S.

EXISTING DTE POLE



PROPOSED NEW CL3-45' WOOD POLE



Project #:
FIBMI16001

OWNER DEVELOPER:



Original Issue Date: 7/1/16

Latest Revision Date: 8/3/16

PREPARED BY:



404 N. Main - 4th Street
Sheboygan, WI 53081
Phone: (920) 456-2608
FAX: (920) 456-2607

Title:
NODE 16304
DAS NODE INSTALLATION
PROPOSED NODE
16304-I_94 AND
_MORRANG_SC OPTION 2
(SC-MI 0240)
GROSSE POINT WOODS, MI

Rev.	Date	Description	By
1	7-1-16	PERMIT	PR
2	7-15-16	UPDATES	SD
3	7-14-16	PHOTO UPDATES	SD
4	8-3-16	DRAWING UPDATES	SD
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Drawn by: PDR
Checked by: GABES
Approved by:
Scale: 1" = 6'

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



Project #:
FIBMI16001

OWNER/DEVELOPER:



Original Issue Date: 7/1/16

Latest Revision Date: R3/16

PREPARED BY:



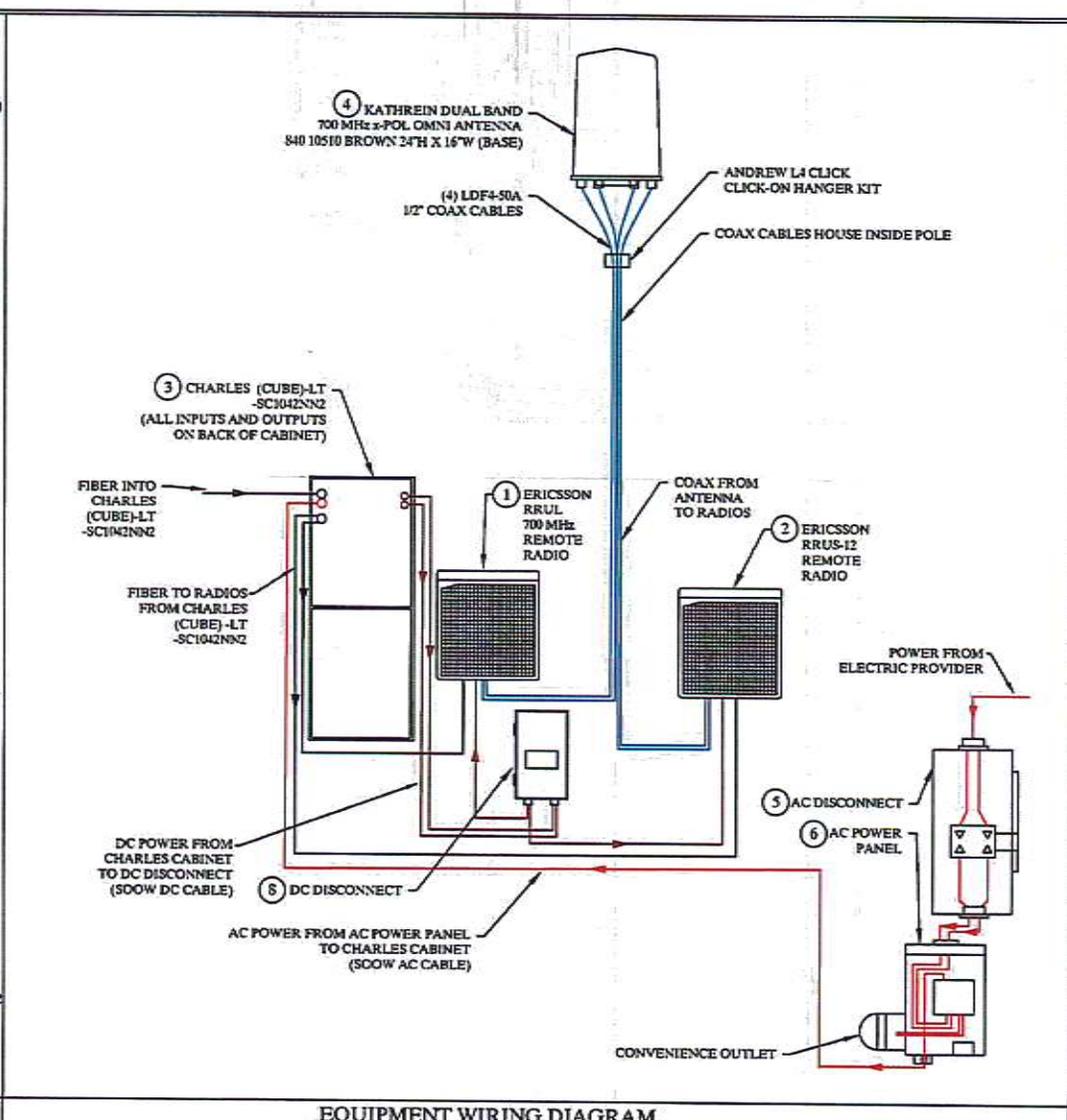
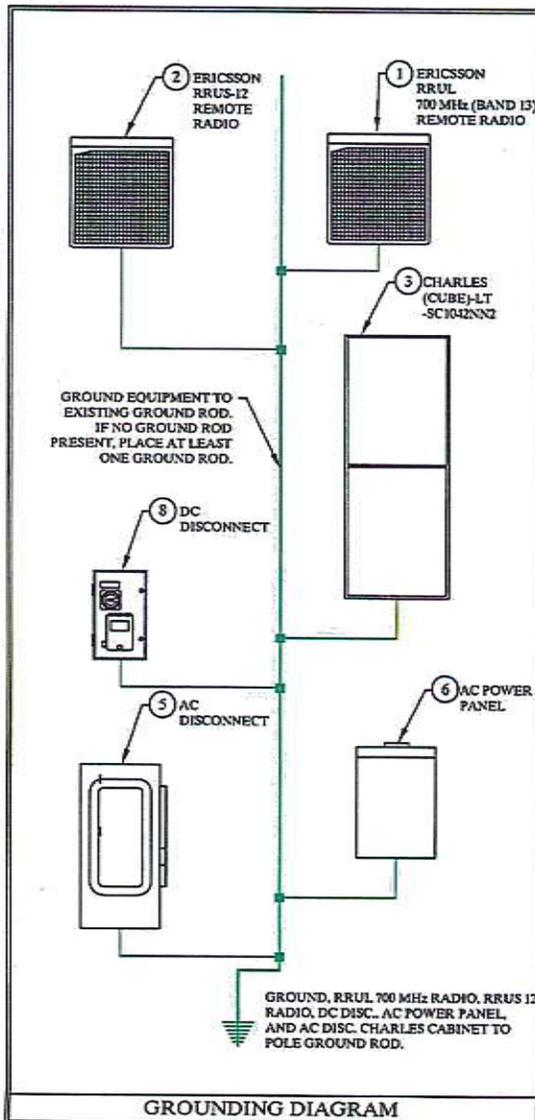
Title:

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

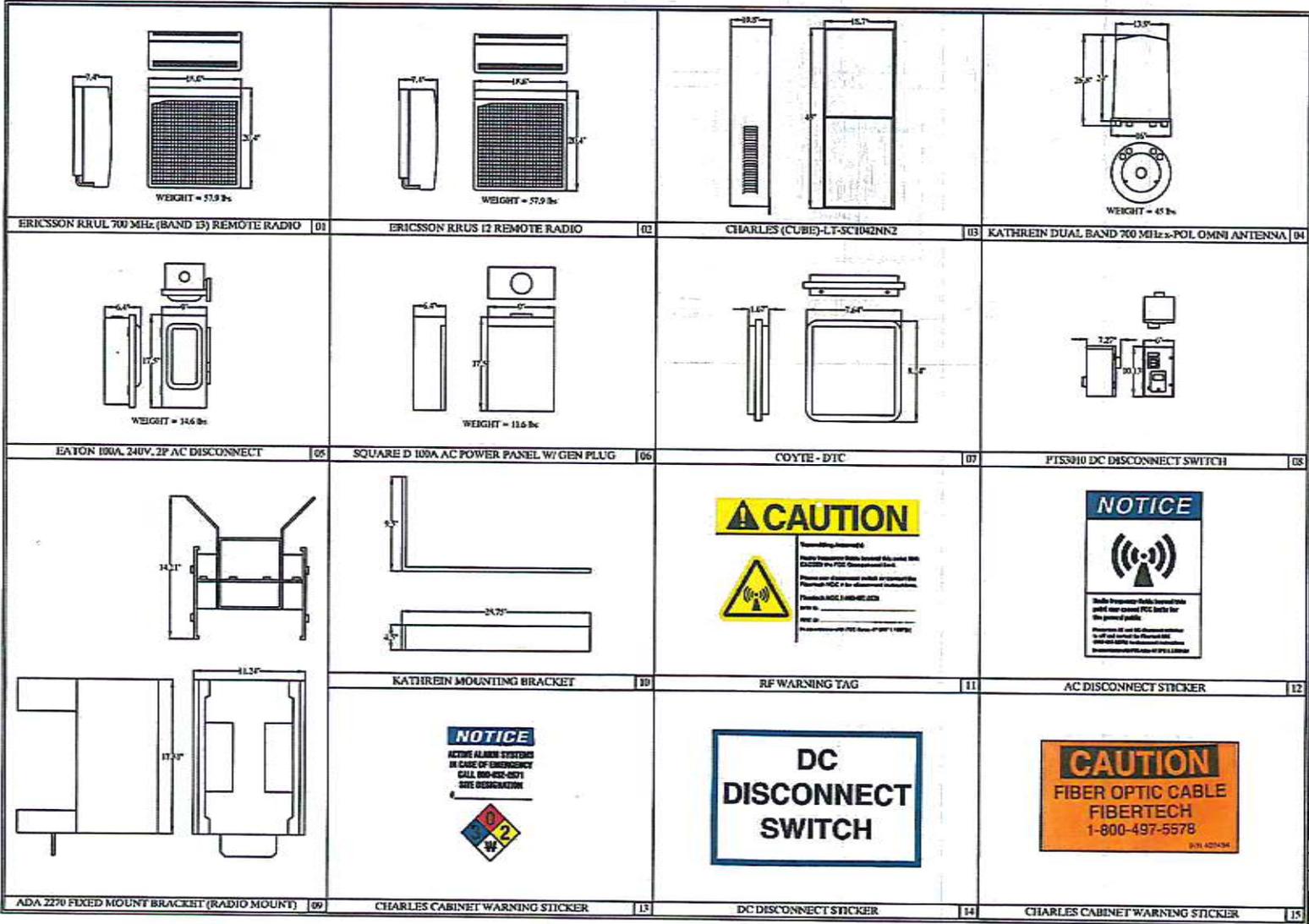
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Drawn by: **FDR** Checked by: **GABES** Approved by:
Scale: **N.T.S.**

Sheet **4 of 6**



EQUIPMENT WIRING DIAGRAM



Project #:
FIBMI16001

OWNER/DEVELOPER:
Fibertech

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

PREPARED BY:

4804 North 48th Street
Shelburne, VT 05643
Phone: (802) 456-2000
FAX: (802) 456-2008

Title:
**NODE 16304
DAS NODE INSTALLATION
PROPOSED NODE
16304-1_94 AND
_MORRANG_SC OPTION 2
(SC-MI 0240)
GROSSE POINT WOODS, MI**

Rev.	Date	Description	By
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2	7-20-16	UPDATES	SD
3	7-24-16	PHOTO UPDATES	SD
4	8-5-16	ISSUING UPDATES	SD
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Drawn by: PDR
Checked by: GABES
Approved by: [Signature]

Scale: N.T.S.

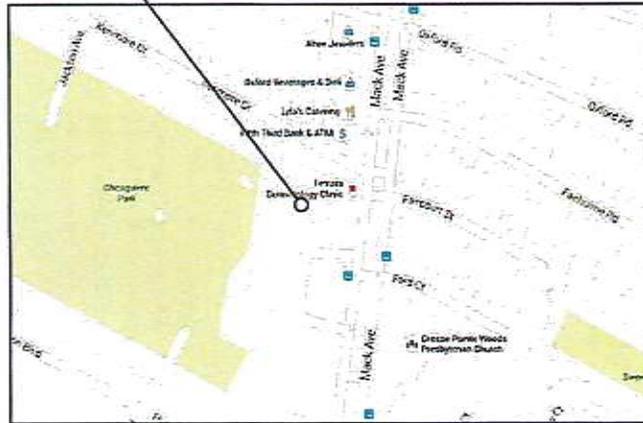
Sheet: 5 of 6



DAS NODE INSTALLATION
PROPOSED NODE 16305-I_94_AND_MORRANG_SC (SC-MI 0241)
CITY of GROSSE POINTE WOODS, MI

NODE 16305

SITE LOCATION MAP



LAT. 42.43299
 LON. -82.90939



Project #:
FIBMI16001

OWNER/DEVELOPER:



Original Issue Date: 7/1/16

Latest Revision Date: 8/3/16

PREPARED BY:



4004 North 400 Street
 Sheboygan, WI 53087
 Phone: (920) 456-2500
 FAX: (920) 456-2508

Table:
NODE 16305
DAS NODE INSTALLATION
PROPOSED NODE
16305-I_94_AND
MORRANG_SC (SC-MI 0241)
GROSSE POINTE WOODS, MI

Rev.	Date	Description	By
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2	7-12-16	UPDATES	SD
3	7-14-16	PHOTO UPDATES	SD
4	8-3-16	DRAWING UPDATES	SD
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Drawn by: PDR
 Checked by: GABES
 Approved by:
 Scale: N.T.S.

PRE-IMPLEMENTATION PHOTO

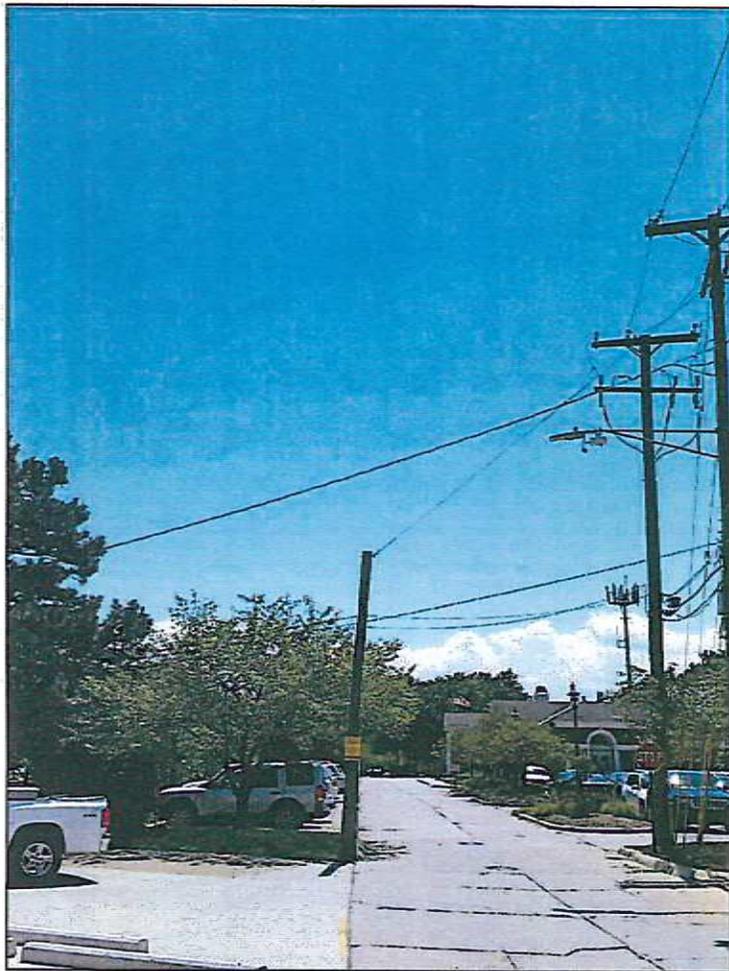
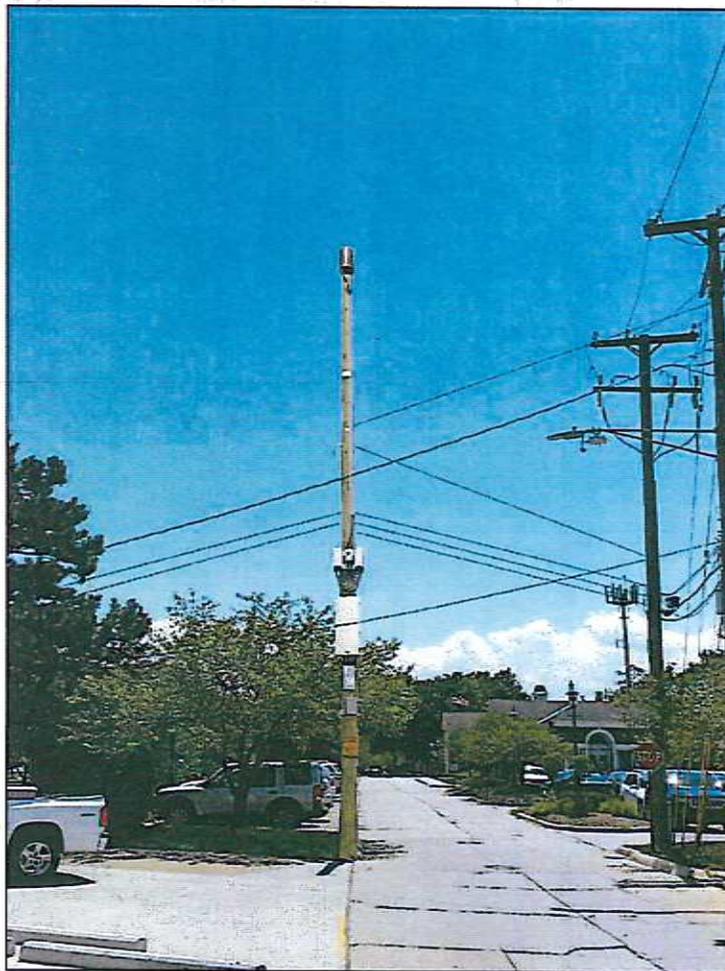


PHOTO SIMULATION



Project #:
FIBMI16001

OWNER/DEVELOPER:



Original Issue Date: 7/1/16

Latest Revision Date: 8/3/16

PREPARED BY:



404 North 4th Street
Shelbyville, KY 40381
Phone: (502) 476-3608
FAX: (502) 478-2408

Title:

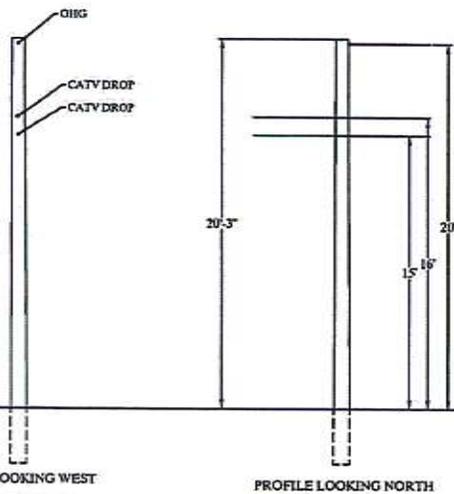
NODE 16305
DAS NODE INSTALLATION
PROPOSED NODE
16305-I_91_AND
MORRANG_SC (SC-MI 0241)
GROSSE POINTE WOODS, MI

Rev.	Date	Description	By
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3	8-14-16	PHOTO UPDATES	SD
4	8-3-16	DRAWING UPDATES	SD
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Drawn by:	Checked by:	Approved by:
PDR	GABES	
Scale:	N.T.S.	

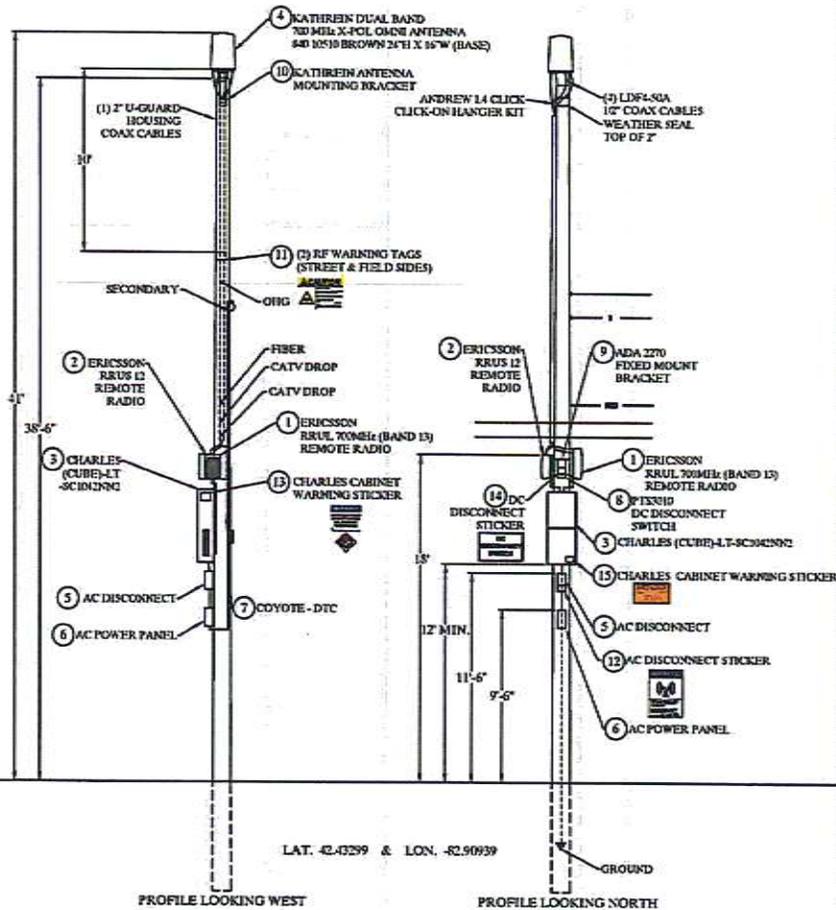
Sheet: **2 of 6**

EXISTING DTE POLE



CALL MISS DIG AT
1-800-483-7171
72 HOURS PRIOR TO DIGGING

PROPOSED NEW CL3-45' WOOD POLE



LAT. 42.43299 & LON. -82.90939

PROFILE LOOKING WEST

PROFILE LOOKING NORTH



Project #:
FIBMI16001

OWNER DEVELOPER:



Original Issue Date: 7/1/16

Latest Revision Date: 8/3/16

PREPARED BY:



404 North 40th Street
Shelbyville, TN 37083
Phone: (615) 456-2600
FAX: (615) 456-2606

Title:

NODE 16305
DAS NODE INSTALLATION
PROPOSED NODE
16305-1_94_AND
MORRANG_SC (SC-MI 0241)
GROSSE POINTE WOODS, MI

Rev.	Date	Description	By
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2	7-12-16	UPDATES	SD
3	7-14-16	PHOTO UPDATES	SD
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Drawn by: FDR
Checked by: GABES
Approved by:

Scale: 1" = 6'

Sheet: 3 of 6



Project #:
FIBMI16001

OWNER/DEVELOPER:



Original Issue Date: 7/1/16

Latest Revision Date: 8/3/16

PREPARED BY:



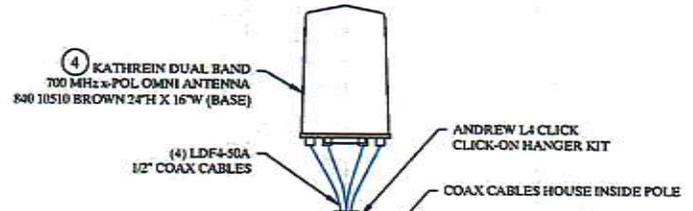
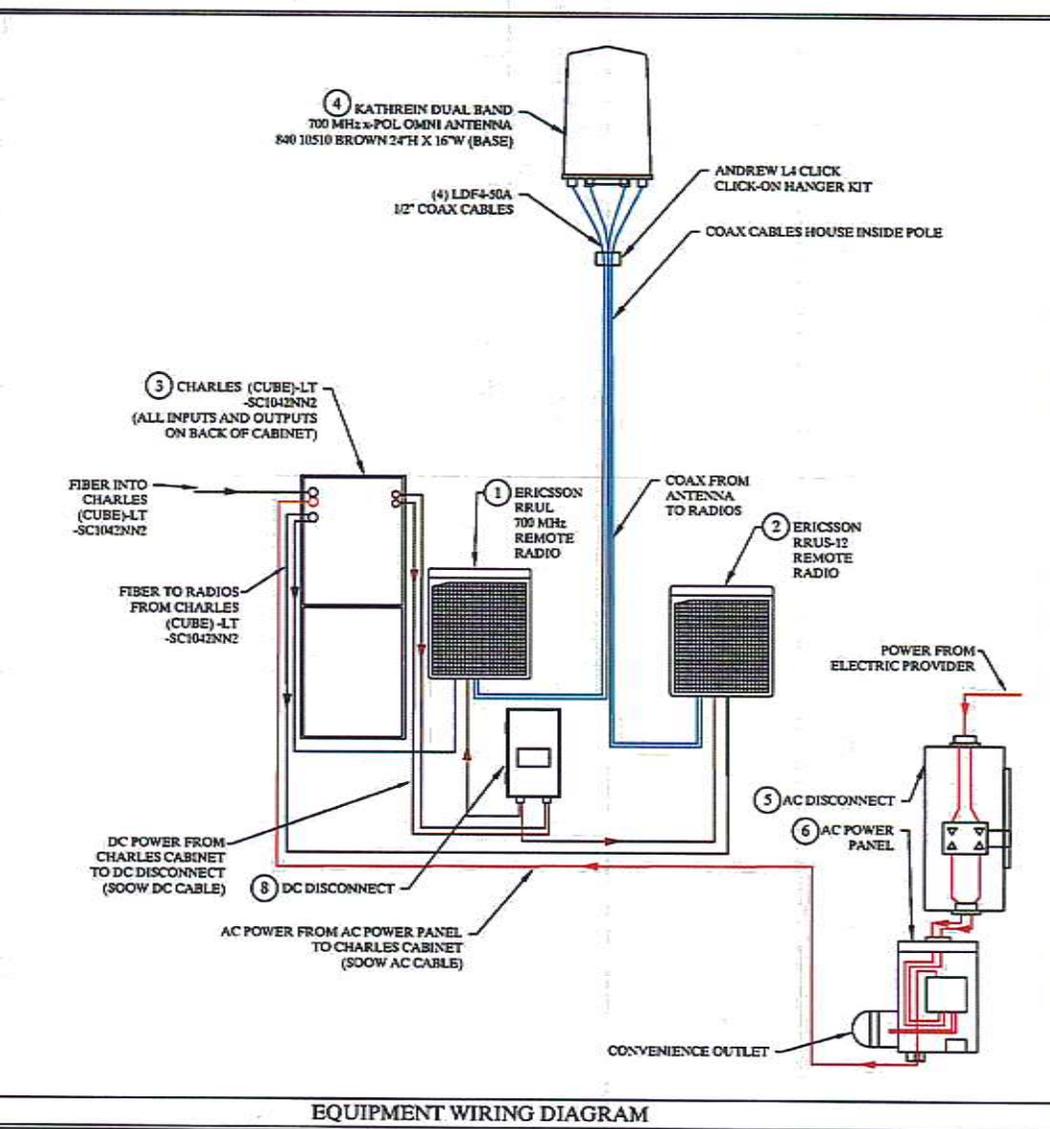
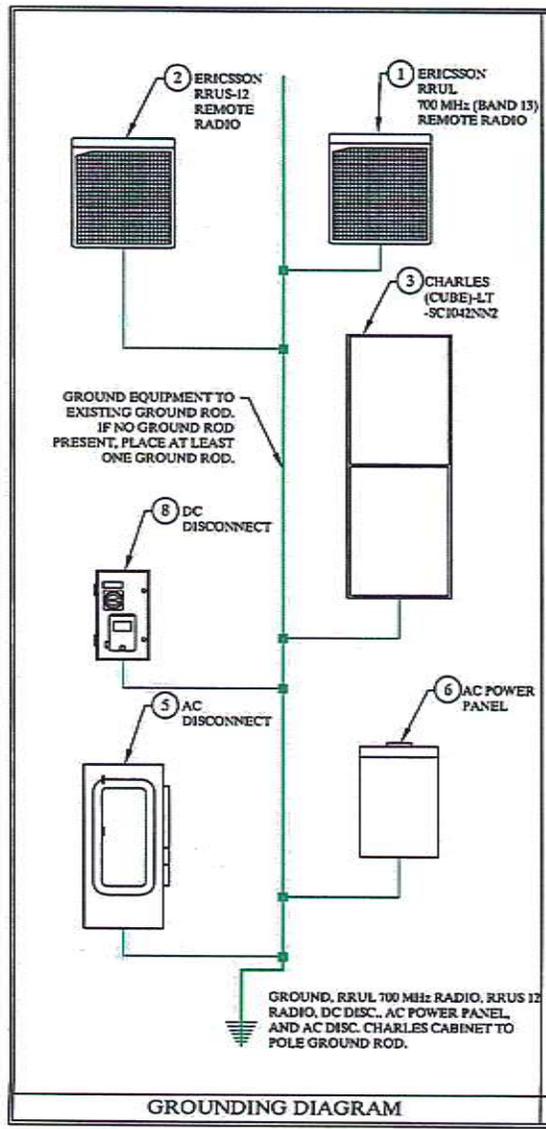
4504 North 40th Street
Sheboygan, WI 53085
Phone: (920) 456-2500
FAX: (920) 459-2500

Title:
NODE 16305
DAS NODE INSTALLATION
PROPOSED NODE
16305-L_M AND
MORRANG_SC (SC-MI 0241)
GROSSE POINTE WOODS, MI

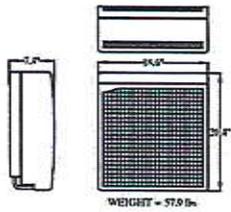
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4	8-3-16	DRAWING UPDATES	SD
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Drawn by: PDR
Checked by: GABES
Approved by:
Scale: N.T.S.

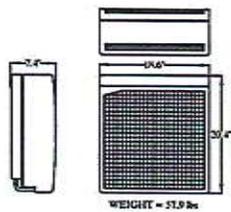
Sheet: 4 of 6



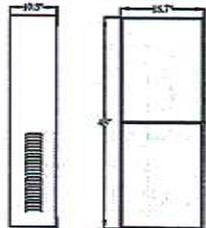
EQUIPMENT WIRING DIAGRAM



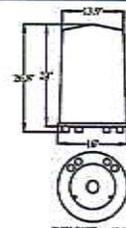
ERICSSON RRUL 700 MHz (BAND 12) REMOTE RADIO | 01



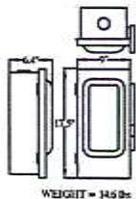
ERICSSON RRUS 12 REMOTE RADIO | 02



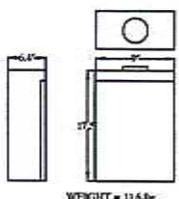
CHARLES (CUBE)-LT-SC1042NN2 | 03



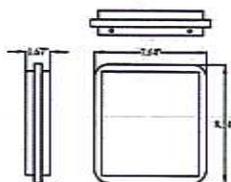
KATHREIN DUAL BAND 700 MHz o-POL OMNI ANTENNA | 04



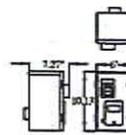
EATON 100A 240V 2P AC DISCONNECT | 05



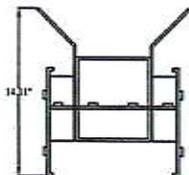
SQUARE D 100A AC POWER PANEL W/ GEN PLUG | 06



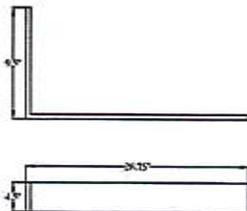
COYTE - DTC | 07



P133010 DC DISCONNECT SWITCH | 08



KATHREIN MOUNTING BRACKET | 10



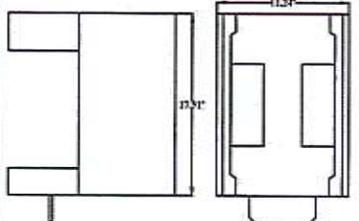
SQUARE D 100A AC POWER PANEL W/ GEN PLUG | 06



RF WARNING TAG | 11



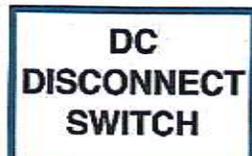
AC DISCONNECT STICKER | 12



ADA 2270 FIXED MOUNT BRACKET (RADIO MOUNT) | 09



CHARLES CABINET WARNING STICKER | 13



DC DISCONNECT STICKER | 14



CHARLES CABINET WARNING STICKER | 15



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

Rev.	Date	Description	By
1	7-1-16	PERMIT	PK
2	7-12-16	UPDATES	MD
3	7-14-16	PHOTO UPDATES	SD
4	8-3-16	DRAWING UPDATES	MD
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Drawn by: PDR
Checked by: GABES
Scale: N.T.S.

Sheet: 5 of 6

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 _____, 2017, 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 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 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 identified in Exhibit A, 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 484.3101et 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, but does not grant or approve any collocation rights to any person or entity, related or unrelated to the LICENSEE.

4.9 City Charater Limitation: The parties acknowledge that Section 13.7 of the Grosse Pointe Woods Charter prohibits lease of public property unless it is subject to revocation by the Council upon 30 days notice to the leasee. Accordingly, this license is subject to revocation upon 30 days notice. However, in the event that notice is given, the City agrees to find a new location for the pole and that relocation will not be unreasonably withheld by the City. If a 30 day notice is issued pursuant to this section 4.9, the Notice and Removal provisions found in 3.4 are decreased by half.

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 annual 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. The LICENSEE is still separately responsible for standard building department permitting fees (e.g., electrical).

Annual 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 annual fee (the "Annual Fee") in the amount identified in Exhibit B, 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 Annual 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 Annual Fee, prorated as appropriate, and shall be due and payable within 30 days of the end of each year.

The parties agree LICENSEE will not pay an Annual 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) are included in 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

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

Licensee-owned poles	\$600.00
City-owned poles	\$600.00

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.

RECEIVED

MAR 07 2017

CITY OF GROSSE PTE. WOODS

KELLER THOMA
A PROFESSIONAL CORPORATION

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

RECEIVED

MAR - 7 2017

CITY OF GROSSE PTE. WOODS
FEDERAL I.D. 38-1996878



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

Attention: City Manager

March 01, 2017
Client: 000896
Matter: 000000
Invoice #: 111616

REGARDING: GENERAL MATTERS

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

TOTAL **\$1,319.85**

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
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CITY OF GROSSE POINTE WOODS
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Invoice #: 111616

Attention: City Manager

Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through February 28, 2017

DATE	ATTY	DESCRIPTION	HOURS
2/2/2017	RWF	Attention to review of correspondence from Mr. McMahon regarding POAM collective bargaining agreement; attention to preparation of correspondence to Mr. Smith regarding same; attention to preparation of correspondence to Mr. McMahon regarding same; telephone call from Mr. Scherer regarding TPOAM collective bargaining agreement.	2.00
2/8/2017	RWF	Attention to preparation of correspondence to Mr. McMahon regarding 2014 to 2016 PSO agreement; attention to preparation of revisions to draft TPOAM collective bargaining agreement; attention to preparation of correspondence to Mr. Scherer regarding TPOAM collective bargaining agreement.	0.75
2/12/2017	RWF	Attention to review of correspondence from Mr. Scherer regarding TPOAM collective bargaining agreement; attention to preparation of correspondence to Mr. Scherer regarding same.	0.25
2/13/2017	RWF	Attention to review of correspondence from Ms. Hathaway regarding pending employee matter.	0.25
2/14/2017	RWF	Attention to review of document regarding pending employee matter; telephone call to Ms. Hathaway regarding same.	0.50
2/15/2017	RWF	Attention to review of document regarding pending taxation issue; telephone call to Mr. Smith regarding same; attention to preparation of correspondence to Mr. Watts regarding same.	0.75
2/17/2017	TLF	Attention to review of correspondence from Ms. Trudy Martin regarding workers' compensation payments; review of file; telephone call to Mr. Bruce Smith regarding status of case and strategy.	0.50
2/17/2017	RWF	Telephone call from Mr. Smith regarding pending tax withholding matter; attention to review of documents regarding same; telephone call to Mr. Smith regarding same.	1.50

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

March 01, 2017
Client: 000896
Matter: 000000
Invoice #: 111616

Attention: City Manager

Page: 2

RE: GENERAL MATTERS

DATE	ATTY	DESCRIPTION	HOURS
2/21/2017	RWF	Attention to review of correspondence from Mr. Smith regarding tax issue relative to POAM.	0.25
2/22/2017	RWF	Telephone call from Mr. Zulch regarding taxation issue.	0.25
2/27/2017	RWF	Telephone call from Mr. Tomasi regarding pending employee taxation issue.	0.25
Total Services			\$1,196.25

ATTORNEY	HOURS	RATE	AMOUNT
RWF R. W. FANNING, JR.	6.75	\$165.00	\$1,113.75
TLF THOMAS L. FLEURY	0.50	\$165.00	\$82.50

DISBURSEMENTS

2/28/2017	Document Reproduction	\$123.60
Total Disbursements		\$123.60

Total Amount Due **\$1,319.85**