

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, August 21, 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. APPOINTMENTS
 - A. Election Commission (Council)
 - B. Downspout Board of Appeals (Mayor)
 - C. Local Officers Compensation Commission (Council)
7. MINUTES
 - A. Council 08/07/17, 08/14/17
 - B. Committee-of-the-Whole 08/07/17, 08/14/17
w/recommendation:
 1. Milk River Easement Agreements
 - a. Letter 08/14/17 – City Attorney
 - b. Escrow Agreement
 - c. Drain Easements (Permanent and Temporary) – Milk River Intercounty Drain
 - d. Temporary Access Easement – Milk River Intercounty Drain
 - C. Planning Commission 05/23/17
8. PUBLIC HEARING
 - A. Fence Variance: Samuel Randazzo, 20155 Morningside
 1. Letter 08/04/17 – A. Urbani
 2. Application for Fence 07/27/17
 3. Photo
 4. Certificate of Survey 05/12/83
 5. Diagram 07/28/17
 6. Memo 08/10/17 – Building Official
 7. Photos (9)
 8. Memo 08/09/17 – Director of Public Services
 9. Affidavit of Property Owners Notified
 10. Aerial Views (2)
9. COMMUNICATIONS
 - A. Reschedule Council Meetings Prior to Election Day
 1. Memo 08/11/17 – City Clerk

- B. Request to Use Lake Front Park Tennis Courts – University Liggett
 - 1. Memo 08/03/17 – Director of Public Works/Recreation Supervisor
 - 2. Emails 06/08/17, 08/02/17 – University Liggett
 - 3. Tennis Court Use Agreement
 - 4. Certificate of Liability Insurance
- C. Request to Use Lake Front Park Tennis Courts – Grosse Pointe North
 - 1. Memo 08/03/17 – Director of Public Works/Recreation Supervisor
 - 2. Letter 06/20/17 – Grosse Pointe North High School Athletic Director
- D. Request to Use Ghesquiere Park Marsteller Baseball Diamond – Grosse Pointe North
 - 1. Memo 08/03/17 – Director of Public Works/Recreation Supervisor
 - 2. Letter 06/20/17 – Grosse Pointe North High School Athletic Director
- E. Investment Policy
- F. Absence from the City
 - 1. Memo 08/17/17 – City Clerk
- G. Bank of new York Mellon Debt Service Bank Account
 - 1. Memo 08/21/17 – Treasurer/Comptroller
 - 2. Incumbency Certificate/Authorized Callbacks
 - 3. Facsimile/E-Mail Instructions: Authorization
- H. Monthly Financial Report – July 2017

10. PROCLAMATION

- A. Prostate Cancer Awareness Month

- 11. CLAIMS/ACCOUNTS A. Labor Attorney
 - 1. Keller Thoma Invoice 112681 08/01/17
 - 2. Keller Thoma Invoice 112612 08/01/17
- 12. NEW BUSINESS/PUBLIC COMMENT
- 13. ADJOURNMENT

Lisa Kay Hathaway, CMMC/MMC
City Clerk

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

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

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

COUNCIL
08-14-17 - 127

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, AUGUST 14, 2017, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 8:00 p.m. by Mayor Novitke.

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

Also Present: City Administrator Smith
City Attorney Chip Berschback
City Clerk Hathaway
Director of Public Services Schulte
City Engineer Lockwood

Motion by Granger, seconded by Shetler, to excuse Council Member Ketels from today's meeting.

Motion carried by the following vote:

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

The Council and administration Pledged Allegiance to the Flag.

The following Commission member was in attendance:

George McMullen, Local Officers Compensation Commission/Board of Review

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

Motion carried by the following vote:

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

COUNCIL
08-14-17 - 128

The item regarding **Milk River Easements** was not addressed at tonight's meeting. No action was taken. The matter will be addressed at the City Council Meeting scheduled for August 21, 2017.

Motion by Bryant, seconded by Shetler, to adjourn tonight's meeting at 8:01 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, AUGUST 7, 2017, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:36 p.m. by Mayor Novitke.

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

Also Present: City Administrator Smith
City Attorney Chip Berschback
Treasurer/Comptroller Behrens
City Clerk Hathaway
Director of Public Safety Kosanke
Director of Public Services Schulte
Building Inspector Tutag
Information Technology Manager Capps

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

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

The following Commission members were in attendance:

Gerooge McMullen, Board of Review/Local Officers Compensation Commission

The Mayor also welcomed from the City of Harper Woods Vivian Sawicki, Council Member, and Randolph Skotarczyk, City Manager.

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

1. City Council Minutes dated July 17, 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 July 17, 2017.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, regarding **Senior Commission – Senior Picnic**, that the City Council concur with the recommendation of the Senior Citizens Commission at their meeting held July 18, 2017, and approve an amount not to exceed \$1,000.00 to cover expenses related to the Senior Picnic to be held at Lake Front Park on September 9, 2017, budgeted funds to be taken from Account No. 101-105-880.600.

Motion carried by the following vote:

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

The Mayor **appointed** Janet Miller to serve as a Commissioner on the **Beautification Commission** with a term to expire December 31, 2018.

THE MEETING WAS THEREUPON OPENED AT 7:41 P.M. FOR A PUBLIC HEARING IN ACCORDANCE WITH CHAPTER 8, BUILDINGS AND BUILDING REGULATIONS, ARTICLE IX, FENCES, TO HEAR THE APPLICATION OF MARCIN LUTOBORSKI, 641 VERNIER ROAD, GROSSE POINTE WOODS, WHO IS REQUESTING TO ERECT A 6' SHADOW BOX FENCE ON AN INTERIOR LOT AT PROPERTY LOCATED AT 641 VERNIER ROAD, WHICH IS NONCOMPLIANT WITH SECTION 8-282(1). A VARIANCE IS THEREFORE REQUIRED.

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

1. Letter 06/29/17 – Marcin Lutoborski
2. Letter 06/29/17 – Marcin Jutoborski
3. Application for Fence 07/17/17
4. Drawing
5. Fence image
6. Memo 06/27/17 – Building Official
7. Photos (5)
8. Memo 07/10/17 – Director of Public Services
9. Affidavit of Property Owners Notified
10. Aerial Views (2)

Motion carried by the following vote:

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

The Building Official provided an overview of the Petitioner's request.

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

Marcin Lutoborski
641 Vernier

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

Motion by McConaghy, seconded by Bryant, that the public hearing be closed at 7:45 p.m. PASSED UNANIMOUSLY.

Motion by Bryant, seconded by McConaghy, regarding Public Hearing: Fence Variance, Marcin Lutoborski, 641 Vernier, who is requesting to install a 6' shadow box fence along the rear and partial sides of his property, that the City Council approve this variance as requested.

Motion carried by the following vote:

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

Motion by Bryant, seconded by McConaghy, regarding **Application for Permit to Solicit**, that the City Council approve the application of Benjamin Boyce, Power Home Remodeling Group, 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 Bryant, seconded by McConaghy, regarding **Application for Permit to Solicit**, that the City Council approve the application of Matthew Taylor, Edward Jones, 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 Koester, seconded by Bryant, regarding **training requests – Treasurer/Comptroller**, that the City Council approve the Treasurer/Comptroller's request to attend the following training sessions in a total amount not to exceed \$890.00, funds to be taken from the Treasurer/Comptroller's Training/Seminars Account No. 101-223-958.001, and to reimburse for any personal expenses incurred upon presentation and verification by the Finance Committee of an itemized expense report:

1. Advanced Microsoft Excel Workshop, Farmington Hills, MI, from August 14-15, 2017, in an amount not to exceed \$450.00;
2. Michigan Government Finance Officers' Association Back-to-Basics 2017 – Session III, Okemos, MI, on October 5, 2017, the first of three sessions, in a total amount not to exceed \$440.00 for all three sessions.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Bryant, regarding **purchase: Two (2) Trackless Municipal Tractors/Budget Amendment**, that the City Council approve the purchase of two (2) Trackless Municipal Tractors from Bell Equipment Company at a cost of \$172,064.00 each, in a total amount not to exceed \$344,128.00; and, to approve a budget amendment from the Prior Fund Balance Account No. 101-000-395.000 into Capital Improvement – Public Works Account No. 420-902-977.103 in the amount of \$344,128.00, which fund is to be reimbursed upon issuing of the Capital Improvement Bonds.

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: computer system replacements**, that the City Council approve the purchase of fifteen computers from Dell Computer Corporation in a total amount not to exceed \$21,400.00, funds to be taken as follows:

11 computers	\$15,227.75	Acct. No. 101-855-977.299
1 computer	\$1,150.27	Acct. No. 101-855-970.349
1 computer	\$1,150.27	Acct. No. 101-855-970.599
2 computers	\$3,860.92	Acct. No. 101-855-970.799

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **Investment Policy**, that the City Council refer the City's Investment Policy to the Finance Committee, and that a Finance Committee Meeting be scheduled for August 21, 2017, prior to the next City Council Meeting.

Motion carried by the following vote:

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

Motion by Koester, seconded by McConaghy, regarding **Comerica Bank – Account Fees Saving Proposal**, that the City Council approve the execution of the following documents, and authorize the Treasurer/Comptroller and City Clerk to sign:

1. Governmental Cash Investment Fund Trust Agreement (J-Fund);
2. Comerica Governmental Cash Investment Fund Authority Agreement (J-Fund);
3. Resolution for Political Subdivision Comerica Bank.

Motion carried by the following vote:

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

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

Motion by Shetler, seconded by Bryant, regarding **First Reading: An Ordinance Adopting, Enacting, and Recodifying the City Code for the City of Grosse Pointe Woods, Michigan; Providing for the Manner of Amending the Code; Providing For A Penalty For The Violation Thereof, and Providing When The code and This Ordinance Shall Become Effective**, that the City Council concur with the amendment of this ordinance, to set a date of September 11, 2017, for a second reading and final adoption, and to publish same by title in the Grosse Pointe News.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, regarding **Telecom Attorney**, that the City Council approve the following statement dated July 27, 2017:

1. Kitch Drutchas Wagner Valitutti & Sherbrook, Invoice #412950 - \$180.00.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, regarding **Judicial Resource Services, P.C.**, that the City Council approve the following statement dated July 21, 2017:

1. Judicial Resource Services PC - \$490.00.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **Andary, Andary, Davis & Andary**, that the City Council approve the following statement dated July 14, 2017:

1. Andary, Andary, Davis & Andary - \$712.50.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding Labor Attorney, that the City Council approve the following statement dated July 1, 2017:

1. Labor Attorney Keller Thoma - \$260.35.

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:

1. City Attorney Don R. Berschback 07/28/17 - \$3,040.00;
2. City Attorney Charles T. Berschback 07/31/17 - \$6,061.50.

Motion carried by the following vote:

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

No: None

Absent: Granger

Motion by Bryant, seconded by Koester, to adjourn tonight's meeting at 8:04 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, AUGUST 7, 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: City Administrator Smith
City Attorney Chip Berschback
Treasurer/Comptroller Behrens
City Clerk Hathaway
Director of Public Services Schulte
City Engineer Lockwood

Also in attendance were WCA Assessing Managers, Doug Shaw and Erin Powers.

Mayor Novitke called the meeting to order at 7:01 p.m.

Motion by Bryant, seconded by Shetler, 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

Motion by Bryant, seconded by Koester, 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

The first item discussed at tonight's meeting was regarding services provided by **WCA Assessing**. The City Administrator stated things are going well with WCA Assessing providing services to the City. The Mayor stated with the upcoming retirement of Ms. Meli, he requested assurances that the City would not need to increase WCA staff time while continuing to provide continued timely and quality customer service.

Mr. Shaw stated WCA will handle some work off-site and continue with a staff person in-house one day per week with PRE's being accepted by front office staff. Property tax

liability and other questions may be referred to WCA City voice mail. He stated voice mail has worked in other jurisdictions with similar make-ups. The cost would be the same with a cost of living increase as identified in the current contract.

The City Administrator stated WCA Assessing services has worked out well, and he has received no complaints. He stated the IT Manager is working on installing a voicemail/email whereby an inquiry would be accepted by the voicemail and WCA would respond to the message accordingly. Mr. Shaw stated the voicemail outgoing message will identify in-office hours, and he anticipates being able to respond within the same day.

There was a consensus that the Committee was satisfied with WCA Assessing services.

Motion by McConaghy, seconded by Koester, to remove this item from the Committee-of-the-Whole agenda.

Motion carried by the following vote:

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

No: None

Absent: Granger

Next, the Committee discussed the current **hiring freeze**. The Mayor stated that the current procedure for filling a position vacancy requires Council approval. The City Administrator and City Clerk provided an overview regarding the requirements of the current labor union contracts with respect to contractual wages offered when filling a vacated position. There was a consensus of the Committee to eliminate the requirement to obtain Council approval to fill a vacant position as long as it is not a change in staff numbers or wages.

Motion by Koester, seconded by Shetler, to remove this item from the Committee-of-the-Whole agenda.

Motion carried by the following vote:

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

No: None

Absent: Granger

New Business:

- The City Administrator provided an overview regarding a request from The Detroiters to film in Lake Front Park. He stated residents would not be able to use the Activities Building or the basketball court, and that the facilities have not been reserved for use. The Detroiters has offered \$2,500.00 to use City facilities for filming. They would set up in the evening on August 14, film on August 15, and remove their equipment on the August 16th. Filming in the Court Room may also be requested in the future. One stipulation discussed was that the City name not be identified. There was a consensus of the Committee to permit The

Detroiters to film in City facilities contingent upon the City not being identified, and appropriate insurance be provided.

The Chair recessed the meeting at 7:25 p.m., and reconvened at 8:16 p.m. in the Council Chambers for a power point presentation and due to the number of people in attendance.

The City of Harper Woods Vivian Sawicki, Council Member, and Randolph Skotarczyk, City Manager, were in attendance.

The Committee commenced discussing the **Milk River** project. The Chair provided an overview stating that the individuals managing the Milk River project are requesting to perform work in Lake Front Park prior to Labor Day. The concern is that there is no Easement Agreement in place and it is claimed by the contractor that the project has incurred a projected \$1.1 million overrun.

John Brennan, attorney for the Milk River Board, Steve Zajdel from Spence Brothers, and James Rydquist from Tetra Tech were in attendance to provide information to the City Council and Administration and requested permission to perform work on the Milk River project between Memorial Day and Labor Day holidays. The Mayor asked why Easement Agreements were not in place before the contract was approved noting that work is already being done at the Department of Public Works yard. He also wanted to know the total amount of down time affecting the resident's accessibility to the park. He also asked about the \$1 million dollar claimed cost overrun, and why the City was not put on notice sooner of the added cost.

Mr. Brennan stated that state revolving funds were available for the project, which saved dollars on interest payments. Dollars were available for a specified amount of time, therefore the Milk River Board went ahead and obtained bids. Their assumptions and understandings were that easements would not be a big impediment on the project. There was a consent order received from the Department of Environmental Quality indicating the project had to be started. If a restriction had been that no work would be done between Memorial Day and Labor Day, the contractor claims cost would have been significantly higher, whether easements were obtained first or now.

Mr. Brennan believed there has been some misconception regarding impacts on the park caused by work being done during the summer. He stated work will not require closing the park, the main entrance will not be used by construction traffic, work will not impact traffic out into the marina, and that work will not restrict use of the park at all. The only area that needs access by workers during summer is the pump area.

Spence Brother's letter dated July 27, 2017, states additional cost has been incurred. Mr. Brennan stated exploratory work needed to be done in order to determine the type of valves needed for the project. It can take twenty-plus weeks to receive the valves once they are ordered. The original plan was to install the valves in December, and the contract was let in June 2016. The bid specifications did not include restrictions.

The Mayor stated that the Milk River Drainage Board hired the contractor. Their attorney should have reviewed and approved the contract for the Board's review. Also involved in preparing the Easement Agreements should have been the Grosse Pointe Woods City Attorney, City Engineer, Director of Public Services, and the City Administrator.

The City Attorney stated requests for easements have been since June 7, and that he has been working with administration and Mr. Brennan since that time. The City Attorney is requesting terms such as a \$150,000.00 escrow, that Milk River pay for the City Engineer's fees, and indemnification language.

Mr. Brennan stated that no work could be performed until the Easement Agreement was signed causing a delay in the schedule and added cost.

Randolph Skotarczyk, Harper Woods City Manager, stated that 45.11% is Harper Woods share of the cost of this project. Harper Woods Council's position is that it should not have to pay 45.11% for aesthetic costs related to this project. The Milk River Board approved \$10,000.00 for landscaping projects. He stated that projections show Harper Woods is potentially responsible for \$400,000.00 of the claimed project overruns. It was his understanding that the cost overrun was not a functional issue.

Steve Zajdel
On-Site Project Manager
Spence Brothers

Mr. Zajdel provided an overview of the project schedule, and discussed ramifications of a shut down between December and February resulting in the project completing after the original completion date according to specifications causing cost overruns. He stated that as of today, the project is currently seven months behind. The pump station needs to put up a temporary fence to block off the bridge side while work is being performed. He stated he found out about the seasonal restriction in May of 2017. The plan was to work in the recirculation pump station in mid May, and do exploratory work in June. Two valves need exploratory work, and needs to be done before other work may commence.

The Mayor asked all of the parties to get together and provide necessary information at a Committee-of-the-Whole on August 14, 2017.

Director Schulte stated there would be minimal impact to the park and has no objection to work being done regarding the pump stations as outlined.

Mr. Brennan stated traffic will not be impeded during construction at any time, then stated it will be impeded during pipe cleaning operations. There will be an impact at the Park after Labor Day. Drilling auger caps will be loud and the work will take two weeks. A video tape will be filmed identifying the property's condition. In addition to the performance bond, a \$150,000.00 escrow is being requested at a Milk River Drainage Board meeting on August 21st, approximately 10 a.m.

The City Engineer stated the contractor is claiming \$1.1 million in new delay costs effective September 5th if the project is delayed. If access is allowed to the pump house without the restrictions outlined, then they do not expect a work delay with the

exception of possibly valves. Mr. Brennan stated a contingency is built into the project in the amount of \$2 million.

The Mayor requested administration to schedule a meeting with the City Engineer, Director of Public Services, City Administrator, City Attorney, the contractors, and the project engineer bring back necessary Easement Agreements, cost estimates caused by delays, and all concerns in preparation for a Committee-of-the-Whole Meeting on August 14, 2017, at 7 p.m. with a Special City Council Meeting immediately following. If the matter is not prepared to be addressed at the Special City Council Meeting on the 14th then it will be addressed on August 21, 2017.

The Mayor asked assuming the schedule is approved at the Milk River Board meeting August 21, 2017, will there be increased cost. Mr. Zajdel stated there will be a delay causing added cost. Even if easement issues are dropped and work starts on September 5th, the project is looking at a 7 month delay.

When asked, the City Engineer, Director of Public Services, and City Administrator did not have any objection to minimal work being done in the park before an Easement Agreement is solidified.

Council Member McConaghy was excused from the meeting at 9:45 p.m.

Motion by Bryant, seconded by Shetler, that the meeting of the Committee-of-the-Whole be adjourned at 10:00 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE
POINTE WOODS HELD ON MONDAY, AUGUST 14, 2017, IN THE COUNCIL CHAMBERS OF THE
MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Bryant, Granger, Koester, McConaghy, Shetler
ABSENT: Ketels
ALSO PRESENT: City Administrator Smith
City Attorney Chip Berschback
City Clerk Hathaway
Director of Public Services Schulte
City Engineer Lockwood

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

Motion by McConaghy, seconded by Bryant, to excuse Council Member Ketels from tonight's meeting.

Motion carried by the following vote:

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

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

Motion carried by the following vote:

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

The following individuals were present to address the **Milk River Easements**.

John Brennan
Attorney, Milk River Board

James Rydquist
Tetra Tech
Engineer

Greg Tupancy
Wayne County Service Group
Project Manager

Keith Graboske
Macomb County Public Works
Macomb County Representative on Milk River Board

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

1. Letter 08/14/17 – City Attorney
2. Escrow Agreement
3. Drain Easements (Permanent and Temporary)
4. Temporary Access Easement

Motion carried by the following vote:

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

The purpose of tonight's meeting was to discuss Milk River Easements. Mr. Rydquist provided an overview of the documents presented at tonight's meeting; Escrow Agreement, Drain Easements (Permanent and Temporary), and Temporary Access Easement.

He stated work included cleaning and repairing intake pipes that are half-full of sediment. The process includes placing a plastic liner inside of the pipes that are broken and will be reinforced from the inside with bands, approximately fifty. They will be brought in through the manhole. This work will be done from October to March over the next two years.

He stated the Ford House Easement is not completed and needs an Easement Agreement. Work requires repair of the force main. Also located underneath the Milk River is a 42" pipe with a break.

Regarding the pump station at Lake Front Park, Tetra Tech and the Department of Public Services will look at the site line for the new addition being added to the pump station and to determine if tapping into the City's water line in the park is a better option than a new water line under Jefferson Avenue. It was explained that work will include installing piles to hold the foundation of the addition. On site equipment will drive piles and pour concrete, and will last a couple of weeks. He is unsure of exactly what equipment will be needed, but is not expecting to use a crane.

A concern was raised regarding the roads and parking areas in the park having been redone and weight of vehicles and debris that will remove the sediment. Mr. Rydquist said the weight of these vehicles will not exceed the weight limit for the roads and parking area.

The Mayor briefly discussed the City Attorney's letter. Mr. Brennan stated that the City will be assessed 50% of anything that gets assessed to the Escrow. Anything actually getting spent from escrow will be assessed back to the District and the City's portion is 50.1%. The recommendation from the City Attorney is to wait until August 21st for Council to make a decision regarding the Easements, which is following the Drainage Board's meeting also being

held on the 21st to address the \$150,000 escrow. Mr. Brennan stated that before-and-after videos will be looked at closely. The contractor will be looked at to indemnify where that work should have been done correctly.

Mr. Brennan provided an overview of the Permanent and Temporary Easements as well as the Escrow Agreement. With respect to the Easement Agreement he pointed out that an escrow was an unusual request, however he will be making a recommendation to approve the Escrow Agreement to the Milk River Board.

The City Attorney, City Engineer, City Administrator and Director of Public Services all recommended the Agreements be approved at the August 21, 2017, City Council Meeting.

Mr. Brennan then addressed overruns. He has had discussions with the contractor and Tetra Tech. He received a delay notice from the contractor back in June that started concern. He is going to speak to MDEQ and there are other possibilities for ordering valves and performing field work in terms of excavation work to eliminate a delay claim. He is hoping to substantially reduce a delay claim.

Motion by Granger, seconded by Bryant, regarding Milk River Easements, that the Committee-of-the-Whole recommend the City Council approve the Escrow Agreement, Drain Easements (Permanent and Temporary), and Temporary Access Easement presented this evening.

Motion carried by the following vote:

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

No: None

Absent: Ketels

The following items were discussed under New Business:

- Woods/Shores Little League – There was a consensus of the Council to acknowledge and celebrate the team winning Regionals, as well as moving forward to the World Series that would be similar to the last time they won.
- Music on the Lawn to be held October 25th – There was a consensus of the Council for the Mayor to attempt to arrange for a food truck for the Music on the Lawn event.

Motion by Bryant, seconded by Koester, that the meeting of the Committee-of-the-Whole be adjourned at 7:59 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

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

August 14, 2017

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

VIA EMAIL ONLY

RE. Final Milk River Documents for 8/14/17 COW

Dear Honorable Mayor and Council:

The attorney for the Milk River Drainage District (John Brennan) and I have been working on the final documents (easements and escrow agreement), see attached. Ms. Hathaway will make copies available for you for the meeting this evening. Bruce Smith, Scott Lockwood and Frank Schulte have been involved in the drafting process and have reviewed these documents.

Because the Escrow Agreement still requires a final vote from the Drainage District at its August 21st 10:00 a.m. meeting, I believe the appropriate course of action is for the Committee of the Whole, if satisfied, to recommend final approval of the enclosed documents at our Council meeting on Monday, August 21st.

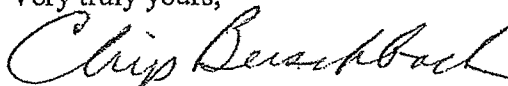
To briefly summarize the Escrow Agreement, it would require a deposit of \$150,000.00 in cash to Comerica (the escrow agent), the purpose is to insure restoration of the temporary easement area to a condition substantially similar to the prior existing condition. That language is already in the Easement Agreements as well (which requires videotaping to establish the prior existing condition). In addition, the Escrow Agreement has various cutoff dates regarding providing notice between the parties regarding substantial completion, opportunity to cure, notice of default, etc.

As to the easement documents, language indemnifying the City has been added into both easement documents. Language has been added to allow work inside the fenced in area around the pump house facility between Memorial Day and Labor Day with access through the pump house gate off of Jefferson Road.

Arrangements have been made through Mr. Schulte to erect the fence around the pump house August 17th.

If you have any questions regarding these documents prior to the meeting my cell phone is 313.647.2828. Thank you.

Very truly yours,


CHIP BERSCHBACK

CTB:gmr

cc: Bruce Smith
Lisa Hathaway
Scott Lockwood
Frank Schulte

ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by and between the City of Grosse Pointe Woods, ("City"), the Comerica Bank, a National Banking Association ("Bank"), and the Milk River Intercounty Drain Drainage District ("Drainage District").

WHEREAS, the City and the Drainage District (referred to collectively herein as "Parties") have entered into an Easement Agreement which includes the conveyance to the Drainage District of a Temporary Easement over a Temporary Easement Area for the uses and purposes of entry upon, ingress and egress, passage over, temporary storing of equipment and materials (including excavated earth) as may be necessary or useful for the establishment, construction, operation, maintenance and improvement of said Drain; and

WHEREAS, a condition of the Easement Agreement is that the Drainage District shall cause the Temporary Easement Area to be video recorded prior to any construction activity to document existing conditions, and a copy of the video shall be provided to City for review and approval, and that upon completion of construction activities, the Drainage District at its sole cost shall restore the Temporary Easement area to a condition substantially similar to the condition existing prior to the commencement of construction activities ("Restoration Obligation"); and

WHEREAS, as a condition of entering into the Easement Agreement and conveying the Temporary Easement to the Drainage District, the City desires to obtain security in the form of a cash bond held in an escrow account, ("Escrow Account"), to assure that the aforementioned condition is satisfied and to assure that in the event it is not satisfied that the City may effect the immediate repair and restoration promised by the Drainage District in the Easement Agreement; and

WHEREAS, subject to the terms and conditions below, the Drainage District has agreed to provide said cash bond to be held in an Escrow Account; and

WHEREAS, the Parties desire to engage Bank as a depository and escrow agent for the purpose of taking custody of the cash;

NOW THEREFORE, in consideration of the mutual covenants contained herein and the mutual benefits derived hereunder, it is agreed by and between the Parties as follows:

1. Upon execution of this agreement by the Parties, the Drainage District shall deposit with the Bank \$150,000 in cash. Upon the Bank's receipt of custody of such cash from the Drainage District, it shall confirm such receipt in writing to the City.
2. Such cash shall be held by the Bank for the purpose of assuring to the City that the Drainage District shall faithfully perform the Restoration Obligation.
3. The Bank shall receive all interest or income on such Cash and shall pay such interest or income as and when received to the Drainage District, in care of or as otherwise directed by the

Drainage District in writing. The Bank shall not invest any portion of the funds in its possession or control.

4. No right to access the cash held in the Escrow Account shall accrue to the City until all of the following have occurred:

- a. A certificate of substantial completion has been issued pursuant to the construction contract dated October 7, 2016 between the Drainage District and Spence Brothers;
- b. Within fourteen (14) days of the City's receipt of a copy of the certificate of substantial completion, the City has notified the Drainage District in writing that the Restoration Obligation has not been completed as agreed;
- c. A reasonable opportunity, no shorter than sixty (60) days, has been provided to the Drainage District and Spence Brothers to address the issues raised in the notice and to cure the default;
- d. The City has provided seven (7) days' written notice that the default has not been cured, and of its intent to cause the Restoration Obligation to be performed on its own; and
- e. The City in fact engages in or causes to be engaged the performance of the Restoration Obligation no earlier than seven (7) days and no later than one hundred and twenty (120) days following the notice in paragraph d. above.

5. Provided that all of the conditions of paragraph 4 have been met, Bank shall reimburse the City out of the Escrow Account upon presentation to Bank of all of the following:

- a. A copy of the certificate of substantial completion referred to in paragraph 4a.
- b. A copy of the notices referred to in paragraphs 4b and 4d.
- c. A certification by the City Manager that the requirements of paragraph 4c have been met.
- d. Copies of all invoices for costs incurred directly related to the Restoration Obligation undertaken by the City.

6. Bank shall not reimburse the City for any costs not supported by invoices.

7. The Drainage District shall provide the City with a copy of the certificate of substantial completion within seven (7) days of its issuance. In the event that such a copy is not provided, the City may request the certificate which shall then be provided by the Drainage District within seven (7) days. If the certificate of substantial completion has been issued but a copy of same has not been provided to the City as set out in this paragraph, the obligation under paragraph 5a shall be replaced by a certificate issued by the City's Manager, and a copy sent to the Drainage District,

that a request has been made to the Drainage District for a copy of the certificate of substantial completion and it has not been honored. The notice required under paragraph 4b must be made within fourteen (14) days of the date of delivery to the Drainage District of the certification by the City's Manager that the City's request for a copy of the certificate of substantial completion has not been honored.

8. This Agreement shall be terminated upon any the following:

- a. Acceptance in writing by the City that the Restoration Obligation has been satisfied.
- b. The failure of any of the conditions set forth in paragraph 4b – 4e.
- c. The failure to comply with the conditions of paragraph 5 within sixty (60) days following the completion of the Restoration Obligation by the City.

9. Upon the termination of this Agreement, Bank shall deliver all cash deposited in the Escrow Account to the Drainage District or its nominee. Disbursement shall be made upon delivery to the Bank of a copy of the written acceptance by the City (paragraph 8a), or a written certification by the Drainage District that the conditions of paragraph 8a or 8b have been met. The Bank shall promptly send written notice of the disbursement to the City.

10. All notices required to be given shall be effective when received by the respective parties at their addresses specified below:

a. Comerica Bank: [See attached]

b. City of Grosse Pointe Woods

City of Grosse Pointe Woods
Bruce Smith, City Administrator
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
bsmith@gpwmn.us

cc: Lisa Hathaway, City Clerk
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
lkathaway@gpwmn.us

cc: Don R. Berschback, City Attorney
Law Offices
24053 Jefferson Avenue
St. Clair Shores, MI 48080
donberschback@yahoo.com

cc: Anderson, Eckstein and Westrick, Inc.
Attn: Scott Lockwood
51301 Schoenherr Road
Shelby Township, MI 48315
slockwood@aewinc.com

c. Milk River Intercounty Drain Drainage District

Milk River Intercounty Drain Drainage District Board
Michael R. Gregg, Chair
525 W. Allegan Street
Lansing, Michigan 48915
greggm@michigan.gov

cc: Emeka N. Steele, Esq.
Interim Deputy Director
Department of Public Services – Environmental Services Group
County of Wayne
400 Monroe, Suite 400
Detroit, Michigan 48226
esteele@waynecounty.com

A certified or registered mail receipt, receipt by FedEx or similar service, or affidavit of a person effecting personal service will suffice for evidence of delivery.

11. The Drainage District agrees to pay the Bank its fees for its services.

12. The parties have satisfied themselves as to the authority of any persons signing this agreement in a representative capacity. Should it be necessary for Bank to accept or act upon any instructions, directions, documents or instruments signed or issued by or on behalf of any corporation, partnership, governmental entity, trade name, fiduciary or individual, it shall not be necessary for Bank to inquire into the authority of the signer(s) unless and to the extent expressly provided in this agreement.

13. This agreement may be altered or amended only with the consent of the Parties and with the consent of Bank. Should the Parties attempt to change this agreement in a manner which, in Bank's sole discretion, is deemed undesirable, Bank may resign as escrow agent by notifying the parties in writing; otherwise Bank may resign as escrow agent at any time upon thirty (30) days prior written notice to the Parties. In the case of Bank escrow agent's resignation, the only duty of Bank, until a successor escrow agent shall have been appointed and shall have accepted such appointment, shall be to hold and dispose of the cash in accordance with the original provisions contained in this Agreement, but without regard to any notices, request, instructions or demands received by Bank from either or both of the parties after the notice of resignation shall have been given, unless the same shall be a direction by both Parties that the entire funds be paid or delivered out of escrow.

14. The Drainage District warrants to and agrees with Bank and the City that there is no security interest in the cash fund or any part thereof; no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the cash fund or any part thereof; and Bank and the City shall have no responsibility at any time to ascertain whether or not any security interest exists in the

cash fund or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the cash fund or any part thereof.

15. Bank warrants to and agrees with the Parties that the cash fund is federally insured and made payable upon demand as set forth in this Agreement in accordance with the terms thereof.

ACCEPTED:

CITY OF GROSSE POINTE WOODS

Dated: _____

By: _____

Bruce Smith
City Administrator
City of Grosse Pointe Woods

MILK RIVER INTERCOUNTY
DRAIN DRAINAGE DISTRICT

Dated: _____

By: _____

Michael Gregg
Chair, Milk River Intercounty Drain
Drainage District Board

COMERICA BANK

Dated: _____

By: _____

Title: _____

DRAIN EASEMENTS (PERMANENT AND TEMPORARY)
MILK RIVER INTERCOUNTY DRAIN

For and in consideration of the payment of One (\$1.00) Dollar, and other valuable non-financial consideration, the City of Grosse Pointe Woods, a municipal corporation, whose address is 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 ("Landowner") who is the owner of lands described in Exhibit A ("Property"), now conveys and releases to the Milk River Intercounty Drain Drainage District ("Drainage District"), whose address is 400 Monroe, Suite 400, Detroit, Michigan 48226, a permanent easement ("Permanent Easement") and a temporary easement ("Temporary Easement") for purposes of establishment, construction, operation, maintenance and improvement of the Milk River Intercounty Drain ("Drain") over and across the Property. The Permanent Easement and Temporary Easement are described and depicted in the attached Exhibit B ("Permanent Easement Area," "Temporary Easement Area," and collectively, "Easement Areas"). A sketch of the Property and the Easement Areas is attached as Exhibit C.

This conveyance shall be deemed a sufficient conveyance to vest in the Drainage District, an easement over the Permanent Easement Area for the uses and purposes of drainage, including the construction, operation, maintenance and repair of a pump station and appurtenances, with such rights of entry upon, passage over, storing of equipment and materials including excavated earth and the spreading and/or removal of spoil and excavated materials as may be necessary or useful for the establishment, construction, operation, maintenance and improvement of said Drain.

This conveyance shall also be deemed a sufficient conveyance to vest in the Drainage District, an easement over the Temporary Easement Area for the uses and purposes of entry upon, ingress and egress, passage over, temporary storing of equipment and materials (including excavated earth) as may be necessary or useful for the establishment, construction, operation, maintenance and improvement of said Drain. The Drainage District shall cause the Temporary Easement Area to be video recorded prior to any construction activity to document existing conditions, and a copy of the video shall be provided to Landowner for review and approval. Upon completion of construction activities, the Drainage District at its sole cost shall restore the Temporary Easement area to a condition substantially similar to the condition existing prior to the commencement of construction activities. In addition, during construction activity, the Drainage District shall cause the Temporary Easement area to be swept periodically as needed, and no material shall be stockpiled for longer than 72 hours within the Temporary Easement Area unless it is intended for future use on the project. This Temporary Easement shall terminate upon discharge by the Drainage District, but in no event, later than three years from execution of

this Temporary Easement. It shall not be necessary to record an executed discharge for the Temporary Easement to terminate; however, the Drainage District may unilaterally execute and record a discharge of this Temporary Easement at any time prior to or upon the expiration of the three year period. Upon termination, if requested by Landowner, the Drainage District will provide Landowner a written Release of Temporary Construction Easement.

Notwithstanding the foregoing, the Drainage District shall perform no work within the Temporary Easement Area or outside of the fenced-in area around the pump house facility in the Permanent Easement Area from the Friday before the legal holiday of Memorial Day through and including the legal holiday of Labor Day. Work to be performed inside the fenced-in area around the pump house shall be governed by the following conditions:

- a) Access only through Jefferson Road address. Contractor and Landowner to coordinate details regarding access of emergency vehicles (e.g. fire trucks) through Jefferson Road gate into Park.
- b) Contractor and Drainage District to work with Director of Public Service to minimize effect on bridge and marina to the extent reasonably possible.

The Drainage District shall indemnify and hold the Landowner, its elected officials, appointed officials, attorneys, employees, agents, from all claims, causes, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all Court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the work, provided that any such claim, cause, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or to destruction of tangible property (other than the work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the Drainage District any contractor, subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable.

Non-movable or permanent structures shall not be constructed by Landowner, its agents, employees, or contractors within the specific limits of the Permanent Easement Area and Temporary Easement Area without the prior written consent of the Drainage District, while the easements are in existence. This conveyance shall also be deemed sufficient to vest in the Drainage District an easement over the Permanent Easement Area and Temporary Easement Area for the clearing of same.

This Easement Agreement shall be binding upon Landowner, and the Drainage District, their heirs, assigns, successors in interest and successors in office and be deemed to run with the land in perpetuity.

Landowner represents and warrants only that to the best of Landowner's knowledge, and without investigation, it believes it has good and marketable title to the Easement Areas free from all defects, liens, taxes, prior or superior interests or otherwise. Landowner has no knowledge of any title defects which would prevent it from granting the property interests described herein.

Exempt pursuant to: MCL 207.505(a) and MCL 207.526(a).

City of Grosse Pointe Woods
A municipal corporation

Dated: _____

By: _____

Bruce Smith

City Administrator, City of Grosse Pointe

Woods

STATE OF MICHIGAN)

)ss.

COUNTY OF _____)

On this _____ day of _____, 2017, before me, a Notary Public in and for said County, personally appeared Bruce Smith, City Administrator of the City of Grosse Pointe Woods, a municipal corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Notary Public

State of Michigan, County of _____

My Commission Expires: _____

Acting in the County of _____

Drafted By:

John S. Brennan (P55431)
Fahey Schultz Burzych Rhodes PLC
4151 Okemos Road
Okemos, Michigan 48864

When Recorded Return To:

Milk River Intercounty Drain Drainage District
c/o Wayne County Drain Commissioner
400 Monroe, Suite 400
Detroit, MI 48226

Tax Parcel #: 09-14-35-327-013
Parcel Owner: City of Grosse Pointe Woods
Lake Front Park
Parcel Owner Address: 20025 Mack Avenue
Grosse Pointe Woods, MI 48236
Parcel Address: 23000 Jefferson Ave.
St. Clair Shores, MI 48080

EXHIBIT A
PARENT
PROPERTY



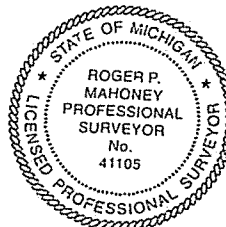
PARENT PARCEL DESCRIPTION:
(PER WARRANTY DEED LIBER 720, PAGE 383, MACOMB COUNTY REGISTER OF DEEDS)

All that part of P.C.'s 544 and 624, Village of St. Clair Shores, Macomb County, Michigan, described as:
Beginning at the intersection of the N'y line of Lake Shore Road, 120.00 ft. wide, with the line between the Village of St. Clair Shores and the Village of Grosse Pointe Shores; thence along the line between said villages, N. 17°58'53" E. 155.16 ft.; thence N. 16°05' W. 824.09 ft.; thence N. 31°40'16" W. 219.75 ft.; thence N. 36°29' E. 651.22 ft. to a survey line along the shore of Lake St. Clair; thence along said survey line N. 30°23' W. 194.13 ft.; thence continuing along said survey line N. 61°35' W. 434.23 ft. and including land between said survey line and the shore of Lake St. Clair; thence along the center line of Milk River S. 4°14'10" E. 138.00 ft.; thence continuing along the center line of Milk River S. 35°10'40" W. 280.00 ft.; thence along the South line of Gaukler Pointe Land Company Subdivision, N. 72°30' W. 1090.00 ft.; thence along the E'y line of Lake Shore Road, S 11°03' E. 630.35 ft.; thence on a curve to the left along the line of Lake Shore Road, radius of said curve is 1371.05 ft., a distance of 1192.88 ft. (chord of said curve bears S. 35°58'30" E., 1155.60 ft.); thence continuing along N'y line of Lake Shore Road S. 60°54' E. 815.14 ft.; thence continuing along the N'y line of Lake Shore Road on a curve to the left whose radius is 1379.99 ft., a distance of 76.02 ft. (chord of said curve bears S. 62°28'42" E. 76.02 ft.) to the point of beginning, also riparian rights to Lake St. Clair, the southern limits of which is described as a line which is at right angles to the U.S. Harbor line and down through the intersection of the two property lines in the above description whose bearings are N. 36°29" E. and N. 30°23" W. respectively. Containing a total of 1,884,405.60 sq. ft. or 43.26 acres of land.

And Also,

(PER WARRANTY DEED LIBER 1090, PAGE 512, MACOMB COUNTY REGISTER OF DEEDS)

A parcel of filled land adjacent to Private Claim 624 in the City of St. Clair Shores, Michigan, and formerly a part of Lake St. Clair, being described as beginning at a point distant N17°58'53"E 155.16 feet along the limits line common to the City of St. Clair Shores and the Village of Grosse Pointe Shores, N16°05'00"W 824.09 feet, N31°40'16"W 219.75 ft and N36°29'00"E 651.22 feet from a point being the intersection of said limits line and the N'y line of Lake Shore Road, 120.00 feet wide, thence N76°30'39"E 66.00 feet, thence N16°30'39" 131.00 feet, thence N13°29'21"W, 206.50 feet, thence N63°50'16"W 244.20 feet, thence S76°30'39"W 201.00 feet, thence S35°10'40" West 82.10 feet, thence S28°25'00"W 74.00 feet to the former shore line, thence on a meandering line along said shore line the following courses, N85°45'50"E 40.00 feet, S18°41'57"E 133.84 feet, S61°35'00" 33.00 feet, N76°29'10"E 56.12 feet, S61°35'00"E 51.00 feet, S30°47'57"E 54.71 feet, S61°35'00"E 17.50 feet, S84°57'19"E 32.14 feet, S61°35'00"E 23.00 feet, S23°02'44"E 54.97 feet, S61°35'00"E 40.00 feet and S 76°53'57"E 58.05 feet, and thence N 36°29'00"E 40.00 feet to the point of beginning, said parcel containing 3.76 acres, more or less.




3-3-17
Roger P. Mahoney Professional Surveyor No. 41105

SCALE: N/A

DRAWN BY: WJB
CHECKED BY: RPM

DATE: 03/03/17
SHEET 1 OF 6

JOB#: 122867SG2015
DWG#: A-27508-01

Tax Parcel #: 09-14-35-327-013
Parcel Owner: City of Grosse Pointe Woods
Lake Front Park
Parcel Owner Address: 20025 Mock Avenue
Grosse Pointe Woods, MI 48236
Parcel Address: 23000 Jefferson Ave.
St. Clair Shores, MI 48080

EXHIBIT B
PERMANENT &
TEMPORARY
EASEMENT

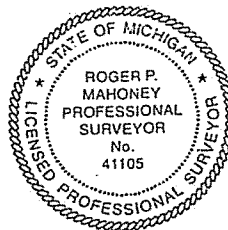


PERMANENT MILK RIVER INTERCOUNTY DRAIN EASEMENT LEGAL DESCRIPTION:
(SEE SHEET A-27508-05)

A parcel of land in P.C. 544 & 624, City of St. Clair Shores, Macomb County, Michigan, described as follows: To fix the point of beginning commence at the intersection of the East line of the Village of St. Clair Shores and the Northeasterly line of Lakeshore Drive and a point on a 1379.99 foot radius curve to the right, thence Northwesterly, on the arc of said curve and on said Northeasterly line of Lakeshore Drive 76.05 feet, said arc being subtended by a chord bearing and distance of N.62°-28'-42"W., 76.02 feet; thence N.60°-54'-00"W., continuing on said Northeasterly line of Lakeshore Drive, 94.00 feet to the point of beginning of this description; thence continuing N.60°-54'-00"W. on said Northeasterly line of Lakeshore Drive, 97.55 feet; thence N.35°-37'-57"E., 56.88 feet; thence N.17°-58'-53"E., 63.86 feet; thence S.73°-16'-31"E., 105.85 feet; thence S.29°-06'-00"W., 141.85 feet to the point of beginning, containing 12,594.67 sq. ft. or 0.29 acres of land.

TEMPORARY MILK RIVER INTERCOUNTY DRAIN CONSTRUCTION EASEMENT LEGAL DESCRIPTION:
(SEE SHEET A-27508-06)

A parcel of land in P.C. 544 & 624, City of St. Clair Shores, Macomb County, Michigan, described as follows: To fix the point of beginning, commence at the intersection of the East line of the Village of St. Clair Shores and the Northeasterly line of Lakeshore Drive and a point on a 1379.99 foot radius curve to the right; thence Northwesterly, on the arc of said curve on said Northeasterly line of Lakeshore Drive, 76.05 ft., said arc being subtended by a chord bearing and distance of N.62°-28'-42"W., 76.02; thence N.60°-54'-00"W., continuing on said Northeasterly line of Lakeshore Drive, 73.97 feet to the point of beginning of this description; thence continuing N.60°-54'-00"W., on said Northeasterly line of Lakeshore Drive 20.03 feet; thence N.29°-06'-00"E., 141.85 feet; thence N.73°-16'-31"W., 105.85 feet; thence N.17°-58'-53"E., 190.27 feet; thence N.16°-05'-00"W., 506.22 feet; thence N.31°-40'-16"W., 306.02 feet; thence N.42°-06'-55"E., 78.27 feet; thence N.80°-16'-33"W., 20.12 feet; thence N.36°-23'-44"E., 396.68 feet; thence S.64°-12'-34"E., 69.46 feet; thence N.85°-45'-11"E., 12.64 feet; thence N.36°-35'-11"E., 236.10 feet; thence N.76°-30'-39"E., 118.81 feet; thence S.16°-30'-39"W., 69.28 feet; thence S.76°-30'-39"W., 66.00 feet; thence S.36°-29'-00"W., 667.42 feet; thence S.23°-34'-35"E., 19.98 feet; thence S.23°-35'-27"E., 212.93 feet; thence S.16°-17'-18"E., 664.60 feet; thence S.29°-06'-00"W., 218.51 feet to the point of beginning, containing 146,971.81 sq. ft. or 3.37 acres of land.



Roger P. Mahoney 3-3-17
Roger P. Mahoney Professional Surveyor No. 41105

SCALE: N/A

DRAWN BY: WJB
CHECKED BY: RPM

DATE: 03/03/17
SHEET 2 OF 6

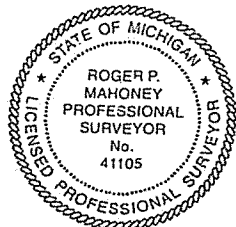
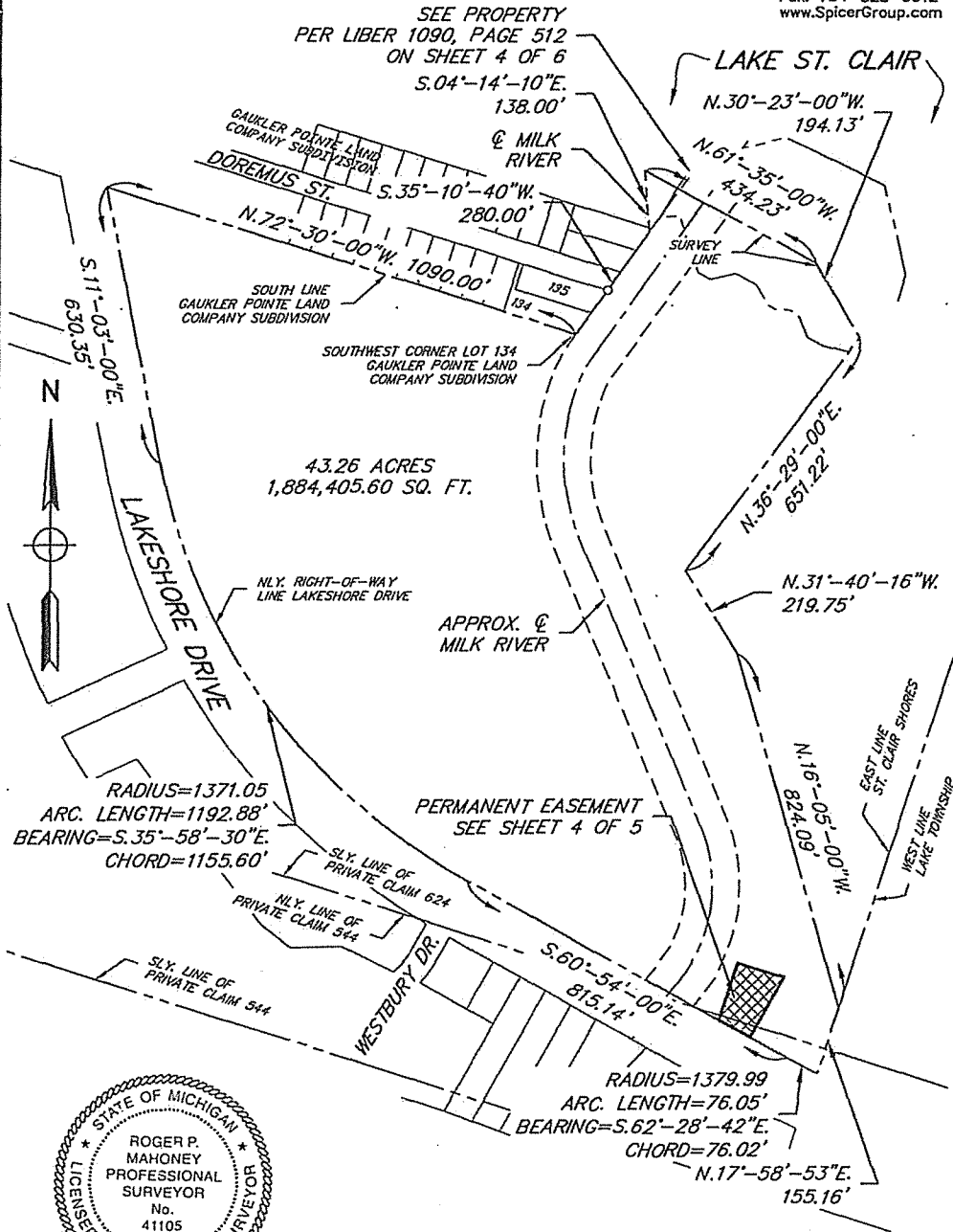
JOB#: 122867SG2015
DWG#: A-27508-02

Tax Parcel #: 09-14-35-327-013
Parcel Owner: City of Grosse Pointe Woods
Lake Front Park
Parcel Owner Address: 20025 Mack Avenue
Grosse Pointe Woods, MI 48236
Parcel Address: 23000 Jefferson Ave.
St. Clair Shores, MI 48080

EXHIBIT C PARENT PARCEL



DUNDEE OFFICE
125 Helle Blvd. Suite 2
Dundee, MI 48131
Tel. 734-823-3308
Fax. 734-823-3312
www.SpicerGroup.com



Roger P. Mahoney 3-3-17
Roger P. Mahoney Professional Surveyor No. 41105

SCALE: 1" = 300'

DRAWN BY: WJB
CHECKED BY: RPM

DATE: 03/03/17
SHEET 3 OF 6

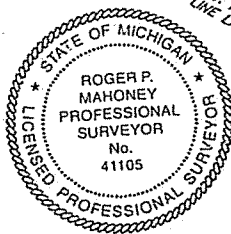
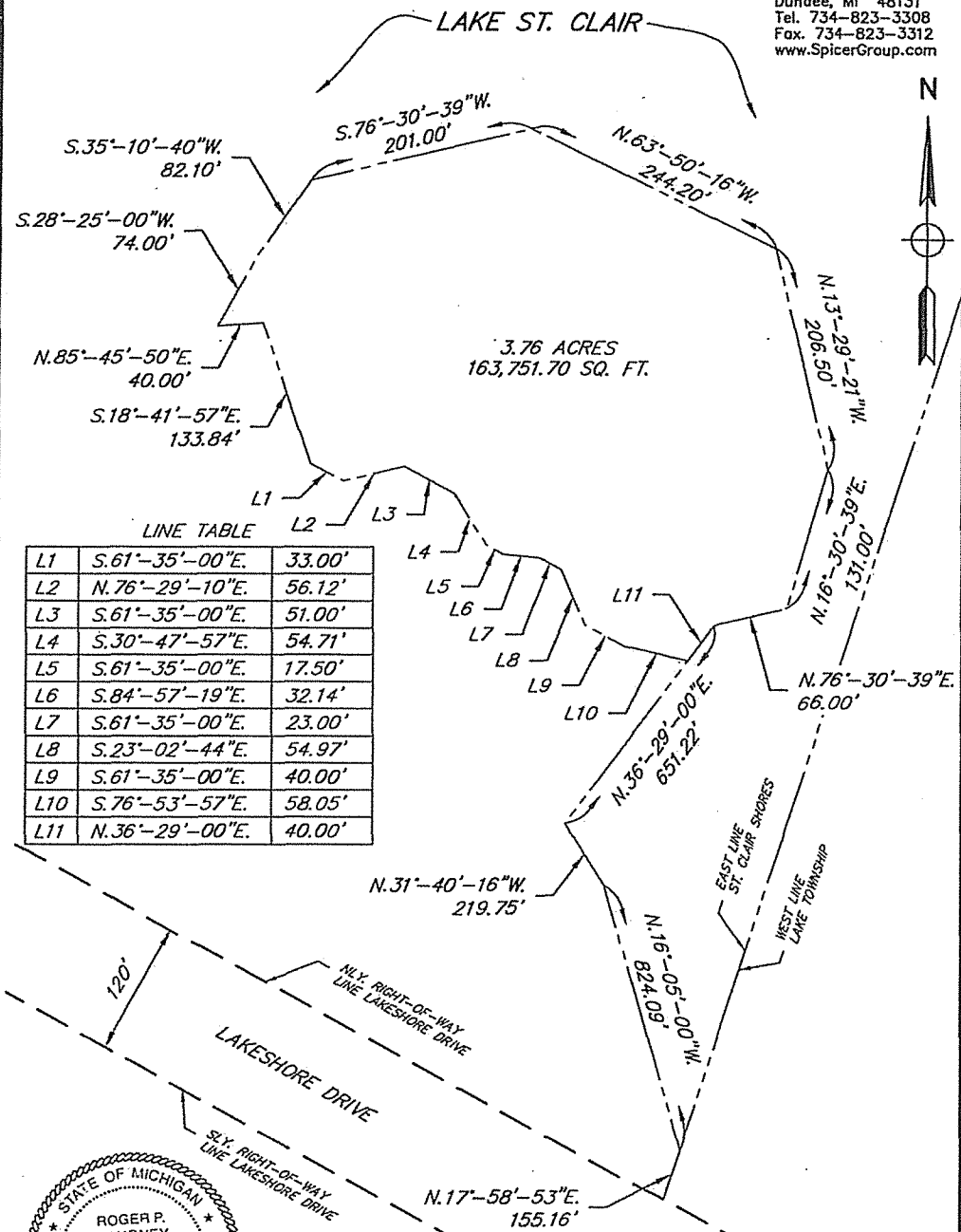
JOB#: 122867SG2015
DWG#: A-27508-03

Tax Parcel #: 09-14-35-327-013
Parcel Owner: City of Grrosse Pointe Woods
Lake Front Park
Parcel Owner Address: 20025 Mack Avenue
Grrosse Pointe Woods, MI 48236
Parcel Address: 23000 Jefferson Ave.
St. Clair Shores, MI 48080

EXHIBIT C PARENT PARCEL



DUNDEE OFFICE
125 Helie Blvd. Suite 2
Dundee, MI 48131
Tel. 734-823-3308
Fax. 734-823-3312
www.SpicerGroup.com



Roger P. Mahoney 3-3-17

Roger P. Mahoney Professional Surveyor No. 41105

SCALE: 1" = 120'

DRAWN BY: WJB
CHECKED BY: RPM

DATE: 03/03/17
SHEET 4 OF 6

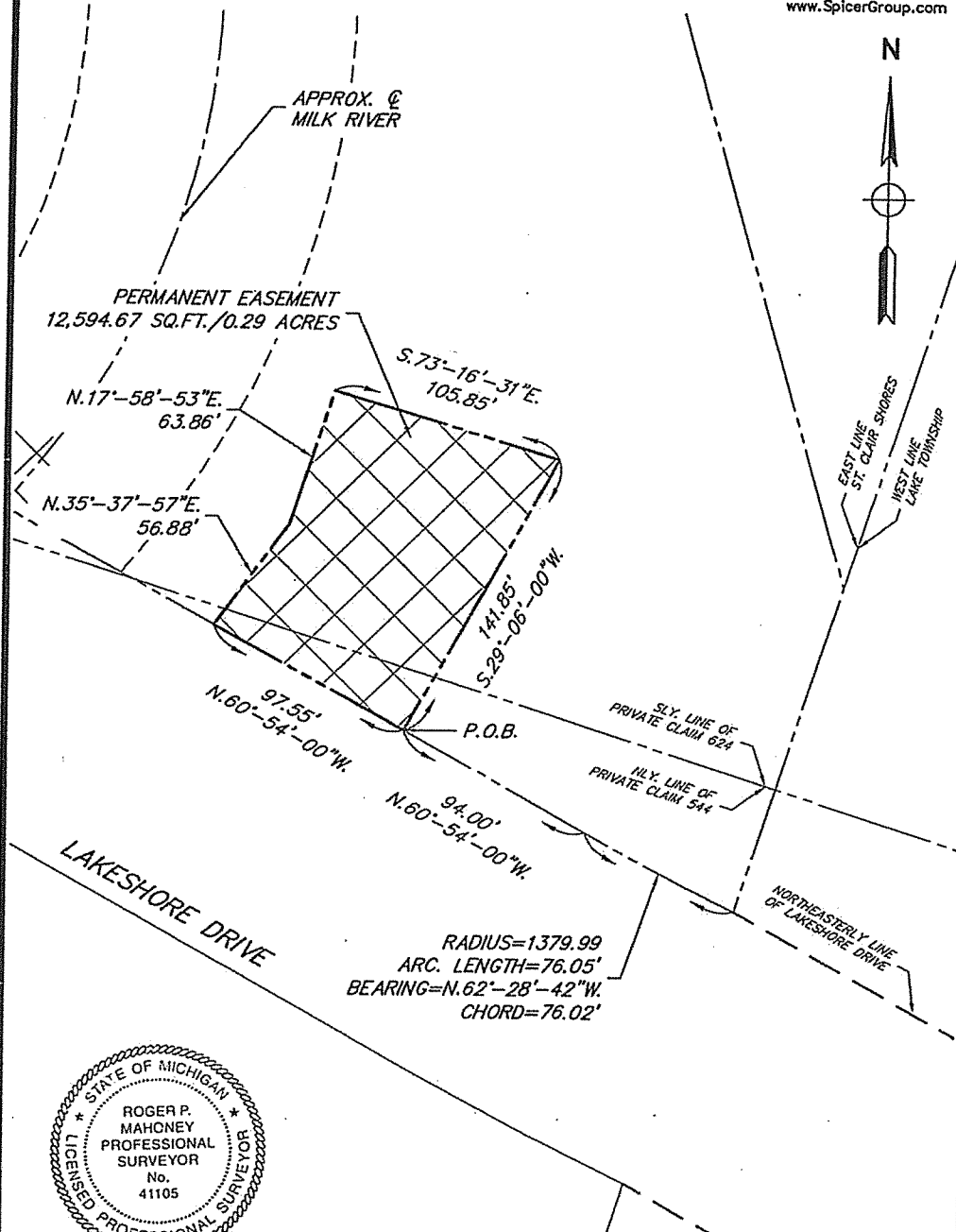
JOB#: 122867SG2015
DWG#: A-27508-04

Tax Parcel #: 09-14-35-327-013
Parcel Owner: City of Grosse Pointe Woods
Lake Front Park
Parcel Owner Address: 20025 Mack Avenue
Grosse Pointe Woods, MI 48236
Parcel Address: 23000 Jefferson Ave.
St. Clair Shores, MI 48080

EXHIBIT C PERMANENT EASEMENT



DUNDEE OFFICE
125 Hella Blvd. Suite 2
Dundee, MI 48131
Tel. 734-823-3308
Fax. 734-823-3312
www.SpicerGroup.com



Roger P. Mahoney 3-3-17
Roger P. Mahoney Professional Surveyor No. 41105

SCALE: 1" = 60'

DRAWN BY: WJB
CHECKED BY: RPM

DATE: 03/03/17
SHEET 5 OF 6

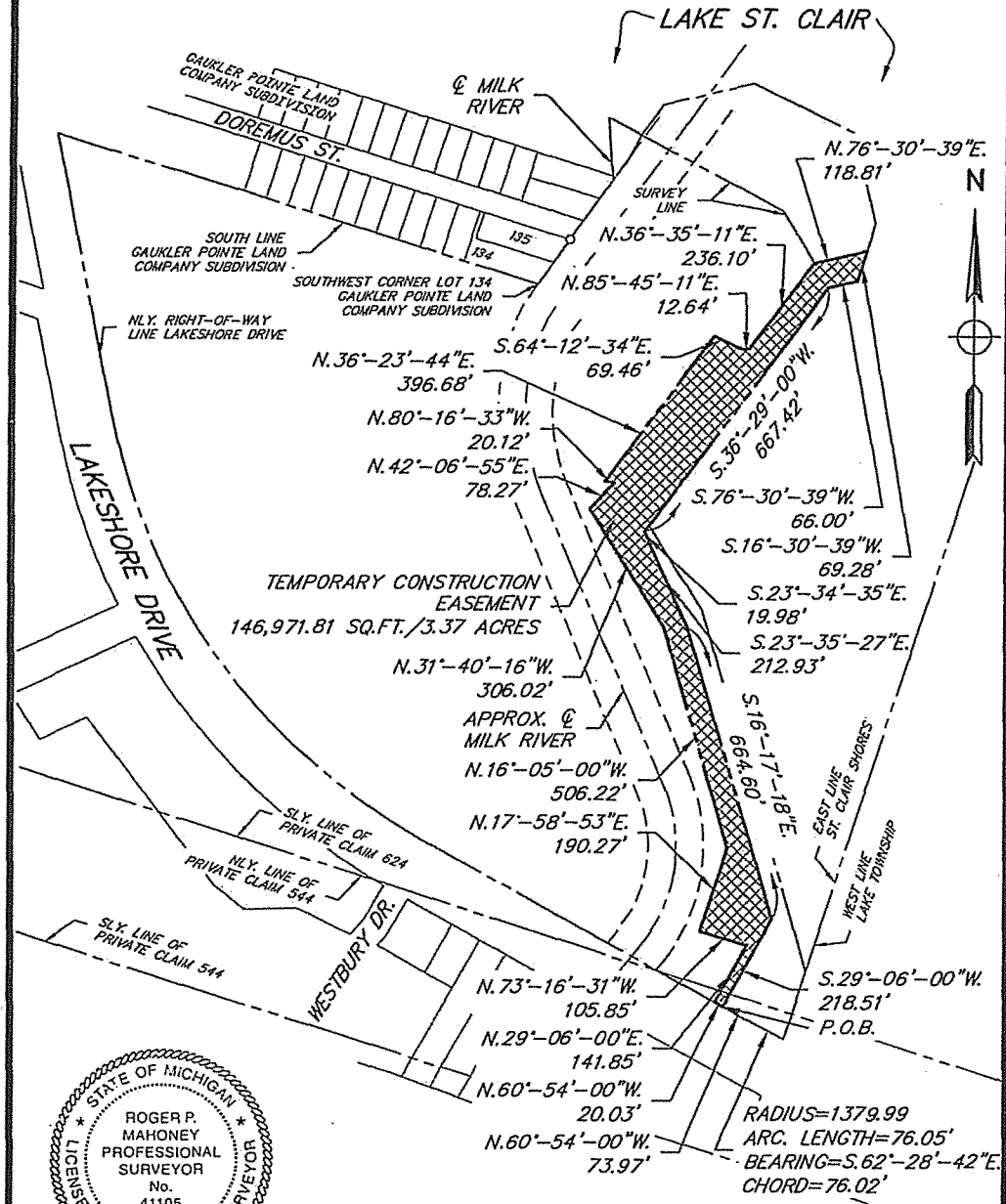
JOB#: 122867SG2015
DWG#: A-27508-05

Tax Parcel #: 09-14-35-327-013
Parcel Owner: City of Grosse Pointe Woods
Lake Front Park
Parcel Owner Address: 20025 Mack Avenue
Grosse Pointe Woods, MI 48236
Parcel Address: 23000 Jefferson Ave.
St. Clair Shores, MI 48080

EXHIBIT C TEMPORARY CONSTRUCTION EASEMENT



DUNDEE OFFICE
125 Helle Blvd. Suite 2
Dundee, MI 48131
Tel. 734-823-3308
Fax. 734-823-3312
www.SpicerGroup.com



Roger P. Mahoney 3-3-17
Roger P. Mahoney Professional Surveyor No. 41105

SCALE: 1" = 300'

DRAWN BY: WJB
CHECKED BY: RPM

DATE: 03/03/17
SHEET 6 OF 6

JOB#: 122867SG2015
DWG#: A-27508-06

TEMPORARY ACCESS EASEMENT
MILK RIVER INTERCOUNTY DRAIN

For and in consideration of the payment of One (\$1.00) Dollar, and other valuable non-financial consideration, the City of Grosse Pointe Woods, a Michigan municipal corporation, whose address is 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 ("Landowner") who is the owner of lands described in Exhibit A ("Property"), now conveys and releases to the Milk River Intercounty Drain Drainage District ("Drainage District"), whose address is 400 Monroe, Suite 400, Detroit, Michigan 48226, a temporary access easement for purposes of establishment, construction, operation, maintenance and improvement of the Milk River Intercounty Drain ("Drain") over and across the Property ("Temporary Easement"). The Temporary Easement is described and depicted in the attached Exhibit B ("Temporary Easement Area"). A sketch of the Property and the Temporary Easement Area is attached as Exhibit C.

This conveyance shall be deemed a sufficient conveyance to vest in the Drainage District, an easement over the Temporary Easement Area for the uses and purposes of access with such rights of entry upon, passage over, storing of equipment and materials including excavated earth as may be necessary or useful for the establishment, construction, operation, maintenance and improvement of said Drain.

This Temporary Easement shall terminate upon discharge by the Drainage District, but in no event, later than three years from execution of this Temporary Easement. It shall not be necessary to record an executed discharge for the Temporary Easement to terminate; however, the Drainage District may unilaterally execute and record a discharge of this Temporary Easement at any time prior to or upon the expiration of the three year period. Upon termination, if requested by Landowner, the Drainage District will provide Landowner a written Release of Temporary Construction Easement.

The Drainage District shall indemnify and hold the Landowner, its elected officials, appointed officials, attorneys, employees, agents, from all claims, causes, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all Court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the work, provided that any such claim, cause, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or to destruction of tangible property (other than the work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the Drainage District any contractor,

subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable.

This Temporary Easement shall be binding upon Landowner, and the Drainage District, their heirs, assigns, successors in interest and successors in office and be deemed to run with the land until discharge or termination as provided herein.

Landowner represents and warrants that Landowner has good and marketable title to the Easement Area free from all defects, liens, taxes, prior or superior interests or otherwise.

Exempt pursuant to: MCL 207.505(a) and MCL 207.526(a).

City of Grosse Pointe Woods
A municipal corporation

Dated: _____

By: _____

Bruce Smith

City Administrator, City of Grosse Pointe

Woods

STATE OF MICHIGAN)

)ss.

COUNTY OF _____)

On this _____ day of _____, 2017, before me, a Notary Public in and for said County, personally appeared Bruce Smith, City Administrator of the City of Grosse Pointe Woods, a municipal corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Notary Public

State of Michigan, County of _____

My Commission Expires: _____

Acting in the County of _____

Drafted By:

John S. Brennan (P55431)
Fahey Schultz Burzych Rhodes PLC
4151 Okemos Road
Okemos, Michigan 48864

When Recorded Return To:

Milk River Intercounty Drain Drainage District
c/o Wayne County Drain Commissioner
400 Monroe, Suite 400
Detroit, MI 48226

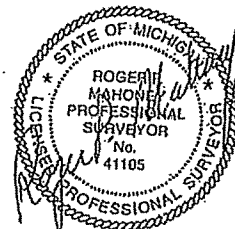
Tax Parcel #: 001-99-0003-701
Parcel Owner: City of Grosse Pointe Woods DPW
Complex
Parcel Owner Address: 20025 Mock Plaza Dr.
Grosse Pointe Woods, MI 48236
Parcel Address: 1200 Parkway Drive
Grosse Pointe Woods, MI 48236

EXHIBIT A
PARENT
PROPERTY



PARENT PARCEL DESCRIPTION:
(CERTIFICATE OF SURVEY PER LIBER 51121 PAGE 1105)

A parcel of land being part of Private Claims 224 and 656. City of Grosse Pointe Woods, Wayne County, Michigan, further described as follows: Commencing at the intersection of the Easterly right-of-way of Marter Road (66 feet wide) and the Northerly line of Edward J. Russells Sub No. 2, recorded in Liber 85 of Plats, Page 28; Thence along the said Easterly right-of-way line, N23°23'22"E 60.26 feet, to a point in the Northerly right-of-way of Parkway Street (60 feet wide at this point), which is the point of beginning; thence continuing along said Easterly right-of-way line of Marter Road the following two courses, N23°23'22"E 253.49 feet (previously recorded as 253.27 feet), and N22°09'30"E, 399.07 feet, to a point in the Mocomb and Wayne County line, said point being distant N89°00'39"E 35.89 feet along said County Line from the intersection of the centerline of Marter Road and said County Line; thence along said County Line N89°00'39"E 503.15 feet; thence leaving said County Line S72°01'44"E 46.89 feet; thence S47°42'02"W 450.46 feet; thence S20°22'15"W 82.33 feet; thence S02°40'44"W 62.28 feet; thence S22°09'30"W 41.95 feet; thence S23°23'22"W 239.47 feet to a point in the Northerly right-of-way of Parkway Street (60 feet wide at this point); thence along said Northerly right-of-way line N72°02'47"W 339.73 feet (previously recorded as 339.74 feet) to the point of beginning: Containing 265,955.38 sq. ft. or 6.10 acres of land more or less, and subject to all appurtenant easements and restrictions of record.



SCALE: N/A

DRAWN BY: WJB
CHECKED BY: RPM

DATE: 11/03/16
SHEET 1 OF 3

JOB#: 122867SG2015
DWG#: A-27505-01

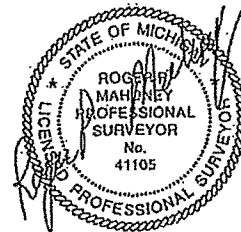
Tax Parcel #: 001-99-0003-701
Parcel Owner: City of Grrosse Pointe Woods DPW
Complex
Parcel Owner Address: 20025 Mack Plaza Dr.
Grrosse Pointe Woods, MI 48236
Parcel Address: 1200 Parkway Drive
Grrosse Pointe Woods, MI 48236

EXHIBIT B
TEMPORARY
CONSTRUCTION
EASEMENT



TEMPORARY MILK RIVER INTERCOUNTY DRAIN CONSTRUCTION EASEMENT LEGAL DESCRIPTION:

Part of Private Claims 656, City of Grrosse Pointe Woods, Wayne County, Michigan, described as follows: To fix the point of beginning commence at the intersection of the East right-of-way line of Marter Road and the Northerly line of Edward J. Russells Sub No. 2 recorded information; thence N.23°-23'-22"E., 313.75 feet, thence N.22°-09'-30"E., 355.99 feet to the point of beginning of this description; thence N.22°-09'-30"E., on the Easterly right-of-way line of Marter Road, 43.50 feet to a point on the North line of Wayne County; thence N.89°-00'-39"E. on said North line of Wayne County, 503.15 feet; thence S.72°-01'-44"E., 19.25 feet; thence S.47°-46'-43"W., 193.23 feet; thence N.42°-17'-58"W., 124.63 feet; thence S.89°-00'-39"W., 310.86 feet to a point on the East right-of-way line of Marter Road and to the point of beginning, containing 29339.54 sq. ft. or 0.673 acres of land.



SCALE: N/A

DRAWN BY: WJB
CHECKED BY: RPM

DATE: 11/03/16
SHEET 2 OF 3

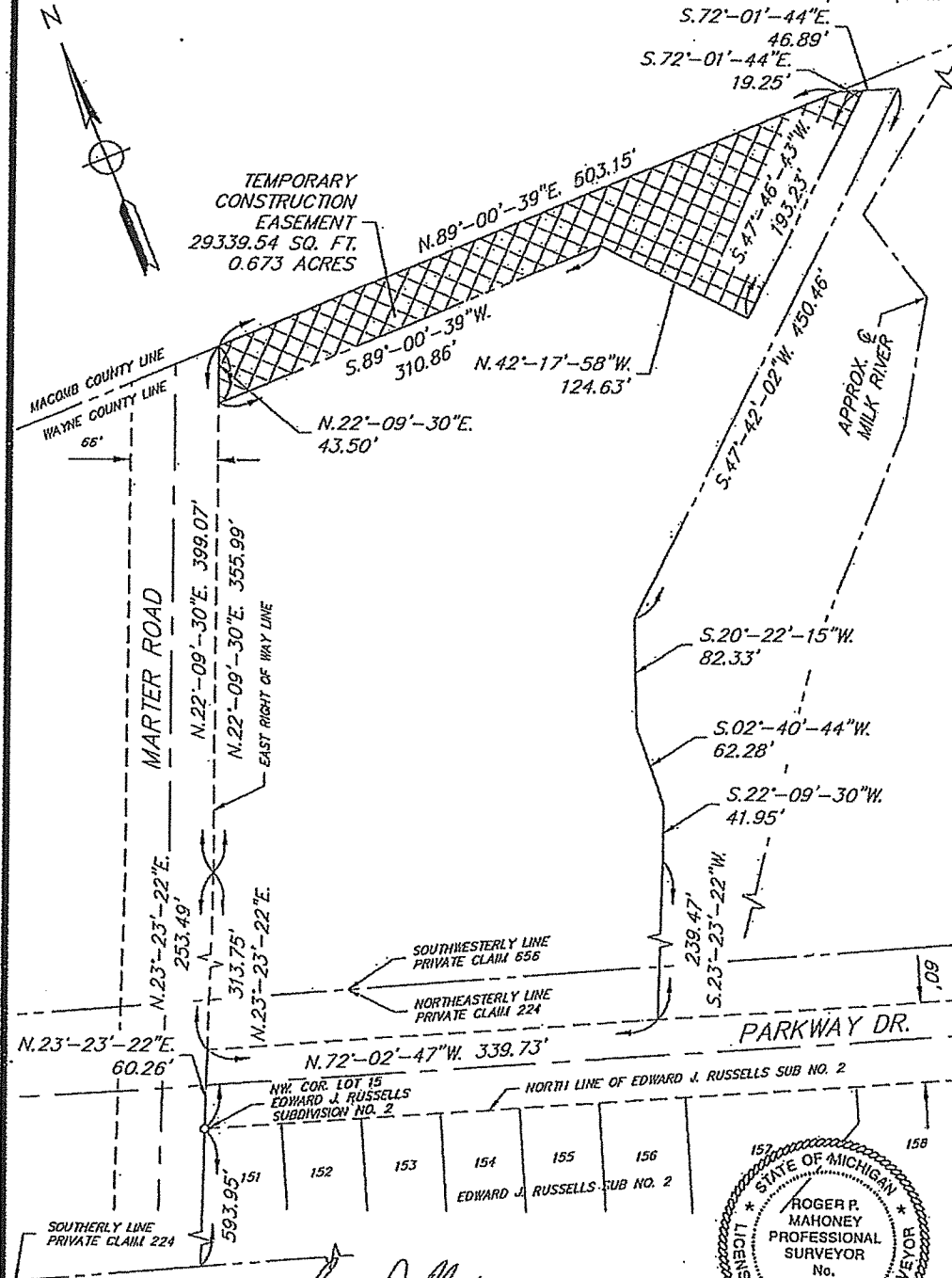
JOB#: 122867SG2015
DWG#: A-27505-02

Tax Parcel #: 001-99-0003-701
 Parcel Owner: City of Grosse Pointe Woods DPW
 Complex
 Parcel Owner Address: 20025 Mack Plaza Dr.
 Grosse Pointe Woods, MI 48236
 Parcel Address: 1200 Parkway Drive
 Grosse Pointe Woods, MI 48236

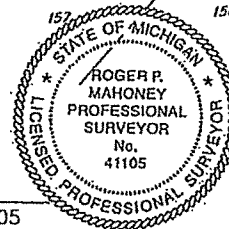
EXHIBIT C TEMPORARY CONSTRUCTION EASEMENT



DUNDEE OFFICE
 125 Helle Blvd. Suite 2
 Dundee, MI 48131
 Tel. 734-823-3308
 Fax. 734-823-3312
 www.SpicerGroup.com



Roger P. Mahaney Professional Surveyor No. 41105



SCALE: 1" = 100'

DRAWN BY: WJB
 CHECKED BY: RPM

DATE: 11/03/16
 SHEET 3 OF 3

JOB#: 122867SG2015
 DWG#: A-27505-03

Approved by 7C
Commission
7/25/17

PLANNING COMMISSION
05-23-17 - 12

MINUTES OF THE REGULAR MEETING OF THE PLANNING COMMISSION OF THE CITY OF GROSSE POINTE WOODS HELD ON MAY 23, 2017, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:33 p.m. by Vice-Chair Hamborsky.

Roll Call: Vice-Chair Hamborsky
Planning Commissioners: Gilezan, Profeta, Reiter, Vaughn

Absent: Chair Fuller, Rozycki, Stapleton, Vitale

Also Present: Building Official Tutag
Deputy City Clerk Gerhart

The Planning Commission, Administration and the audience Pledged Allegiance to the Flag.

Motion by Gilezan, seconded by Vaughn, that Chair Fuller and Commission Members Rozycki, Stapleton, and Vitale be excused from tonight's meeting.

MOTION CARRIED by the following vote:

YES: Gilezan, Hamborsky, Profeta, Reiter, Vaughn
NO: None
ABSENT: Fuller, Rozycki, Stapleton, Vitale

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

MOTION CARRIED by the following vote:

YES: Gilezan, Hamborsky, Profeta, Reiter, Vaughn
NO: None
ABSENT: Fuller, Rozycki, Stapleton, Vitale

Motion by Profeta, seconded by Reiter, regarding **Approval of Minutes**, that the Planning Commission minutes dated March 28, 2017, be approved as submitted.

MOTION CARRIED by the following vote:

YES: Gilezan, Hamborsky, Profeta, Reiter, Vaughn
NO: None
ABSENT: Fuller, Rozycki, Stapleton, Vitale

The next item on the agenda was **Proposed Façade Change: Glow Manicure Pedicure, 20567 Mack Avenue**. Building Official Tutag provided an overview of the project. Michael Blane of Stuckey Vitale Architects, on behalf of Glow Manicure Pedicure, was present for questions and discussion.

Motion by Vaughn, seconded by Profeta, regarding the **Proposed Façade Change: Glow Manicure Pedicure, 20567 Mack Avenue**, to approve the façade change as presented.

MOTION CARRIED by the following vote:

YES: Gilezan, Hamborsky, Profeta, Reiter, Vaughn

NO: None

ABSENT: Fuller, Rozycki, Stapleton, Vitale

The next item on the agenda was the **Building Official's Monthly Report – February 2017**. Mr. Tutag reported the following:

- He met with representatives from University Liggett School and they intend on proceeding with the construction of a new field house. Since the field house will be located on the opposite side of Cook Road from the main campus, a traffic safety study is currently being conducted. He recommended that University Liggett hold neighborhood meetings and a workshop with the Planning Commission to solicit feedback prior to the required public hearings in front of both the Planning Commission and the City Council;
- He contacted Wayne County Commissioner Timothy Killeen regarding potential grants and other funding sources for improvements along Mack Avenue. The Planning Commission would like to present the 2020 Vision Plan to Mr. Killeen at a Planning Commission meeting following the joint Committee-of-the-Whole and Planning Commission meeting on June 12, 2017;
- A Phase One Environmental Impact Assessment has been ordered for the Hunt Club.

Regarding the **Council Reports**:

- Member Gilezan had nothing to report.

Commission Member Hamborsky will attend the Council Meetings in June.

Under **New Business**, the following **Subcommittee Report** was provided:

2020 Plan – Commission Members Hamborsky and Gilezan reported the subcommittee was looking forward to presenting the plan to the City Council at the joint meeting on June 12, 2017, in the Garden Room of the Grosse Pointe Woods Community Center at 6:00 pm.

Branding – Commission Members Hamborsky and Profeta had nothing to report.

Crosswalk/Pocket Park – Commission Member Gilezan had nothing to report.

Streetscape – Commission Member Hamborsky had nothing to report.

The Planning Commission then held discussion regarding potentially updating the sign and zoning ordinance in the future. It was the consensus of the Planning Commission to hold discussion regarding potential amendments to the zoning ordinance at the next Planning Commission meeting. The Building Official was directed to provide the Commission with examples of best zoning practices as well as zoning ordinances for comparable communities.

Under public comment, the following individual was heard:

- George McMullen, 1382 Hollywood, reminded the Planning Commission of the upcoming Special Primary Election for State Representative.

Motion by Gilezan, seconded by Vaughn, that the Planning Commission Meeting adjourn at 8:35 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Steve Gerhart
Deputy City Clerk

URBANI & MARSHALL, P.C.

ATTORNEYS AND COUNSELORS AT LAW
42500 HAYES, SUITE 100
CLINTON TOWNSHIP, MICHIGAN 48038

FACSIMILE (586) 649-7883
TELEPHONE (586) 649-7712

GAETON URBANI
(1906 - 1988)

OF COUNSEL
MARK J. C. TORRICE

ANTHONY URBANI, II
ELAINE E. MARSHALL
ANNMARIE R. THURSAM

August 4, 2017

RE: 6ft fence at 20155 Morningside Dr., GPW, MI 48236

To whom it may concern:

I represent Mr. and Mrs. Samuel A. Randazzo who reside at 20155 Morningside Drive, Grosse Pointe Woods, MI 48236.

The Randazzo's have had a 6ft rear and side yard wood stockade fence erected on their property for over the past 20 years. In fact, the original wood fence also needed to be replaced approximately 10 years ago because of decay and unsightliness. A new stockade fence of the same wood material and 6ft height was installed in the same location.

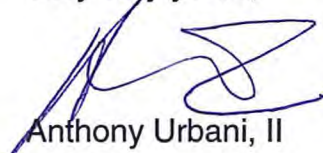
Unfortunately, the wood material has once again decayed throughout the years causing the wood to rot, which not only become an eye sore, but was also in an unsafe and hazardous condition.

Fortunately, the Randazzo's were able to recently erect a new 6ft vinyl fence requiring little to no maintenance, that was more appealing, safer and has a much greater life expectancy.

However, my clients have received a violation notice that said fence does not comply with the new city ordinance. I say a portion, because upon information and belief, a 6ft fence is permitted on their boundary line along Morningside under the new ordinance.

The contiguous neighbors have agreed to said fence and we are submitting the appeal hoping that it will be granted based on the abovementioned facts and circumstances and in avoidance of the undue hardship to dismantle and replace the improved 6ft vinyl fence on my client's property.

Very truly yours,



Anthony Urbani, II

AUII/ART

Enclosure(s)

cc: Mr. & Mrs. Samuel Randazzo



Don
8-11-17

RUSH!

SJS notified Anthony Urban
Office 7-31-17 9:40

FENCE PERMIT FEE (includes 1 open post hole/s inspection) - \$50
REINSPECTION FEE - \$50

CITY OF GROSSE POINTE WOODS
Building Department
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
313.343.2426 / building@gpwwi.us

RECEIVED
JUL 28 2017
CITY OF GROSSE PTE. WOODS
BUILDING DEPT

Application For Fence
(Zoning Compliance Permit)
In Compliance With Article IX - Fences (Recent Ord Chg #871 eff 1/8/17)

PROVIDE: 1) Mortgage survey/site plan with highlighted area where fence is to be placed;
and, 2) Brochure/picture of proposed fence to be installed.

Fence Placement Address: 20155 MORNINGSIDE
Owner's Name: SAMUEL A BANDAZZO Owner's Address: SAME
Owner's Phone #: 313-477-7276 Owner's e-mail: JKFRUITVEE@AOL.COM

Contractor: KING'S CONSTRUCTION Phone: (586) 405-6644
Address: 17025 25 MILE ROAD e-mail: TKING6520@COMCAST.NET
MACOMB, MI 48042

Height of Fence: 6' FT. Length of Fence: SEE LOCATION (ALL REAR)
Style of Fence: VINYL SOLID

Material of Fence: Wood Metal * Vinyl
Location of Fence BACK SIDE AND REAR PERIMETER (REPLACES)

By affixing my signature hereto, I certify that I am the owner or acting as the owner's agent, and I understand the regulations pertaining to the erection of a fence as described in Ordinance Sections #8-274 thru 8-284. The City of Grosse Pointe Woods does not guarantee the accuracy of the property lines as described herein, the accurate location of all property lines is the responsibility of the owner or owner agent.

Signature of Owner or Agent Anthony Urban II Date 7/28/17

Office Use Only	
Approved <u>[Signature]</u>	Denied <u>X</u>
Building Inspector's Signature	Date <u>7/31/17</u>

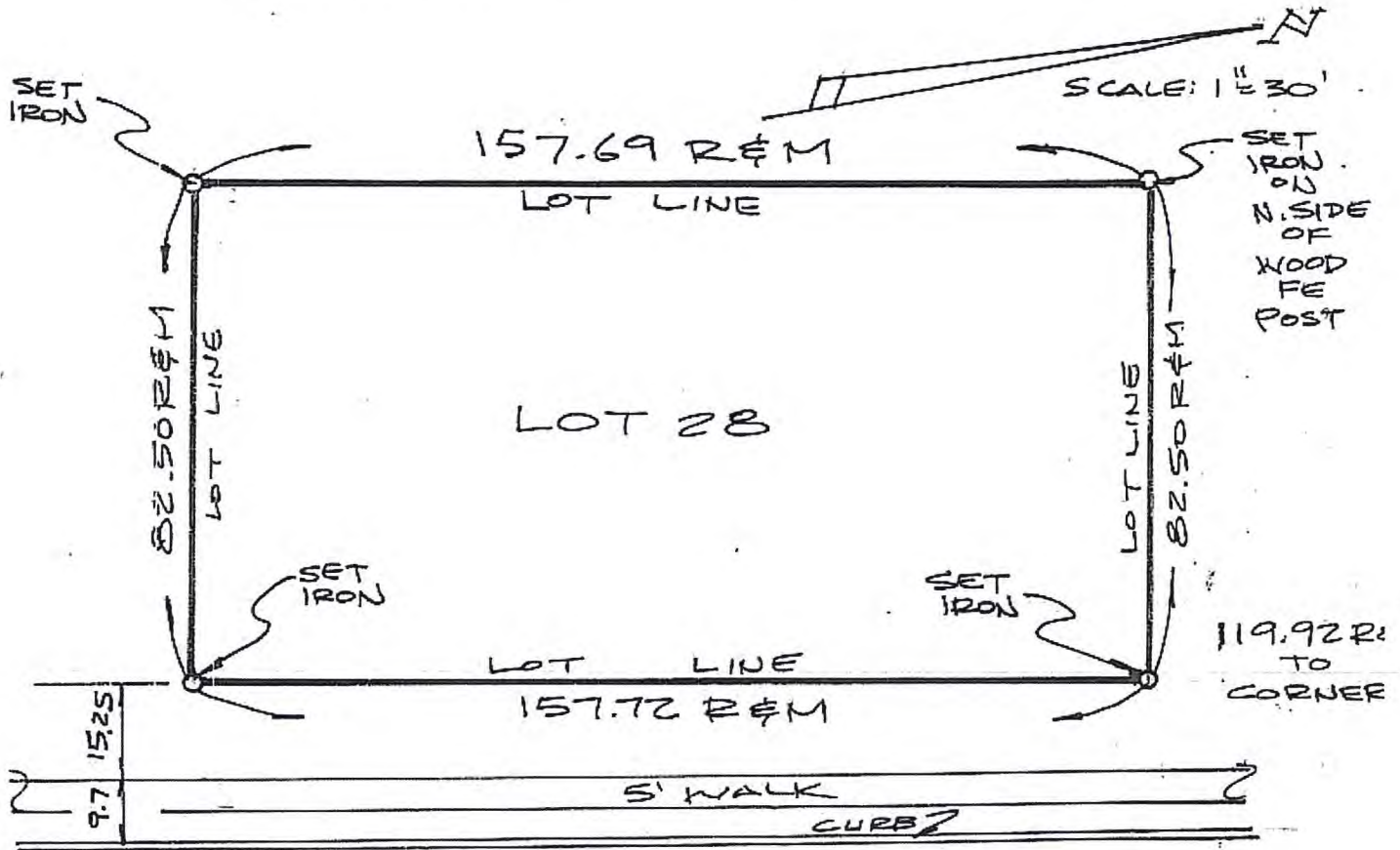
01-08-17

NORTH, WEST SIDE & REAR 6' SOLID FENCE side
NOT ALLOWED 8-279(1) 8-281 REAR 8-280



20155 Morningside

CERTIFICATE OF SURVEY



MORNINGSIDE 75' WD.

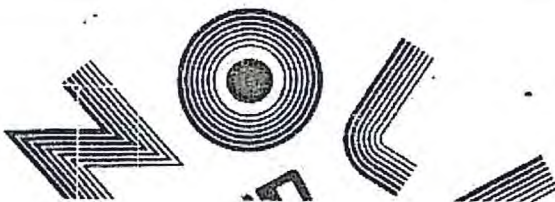
DATE: 5-12-83 SURVEY NO: 83021 ADDRESS: 20155 MORNINGSIDE
G.P.W.

LEGAL DESCRIPTION: LOT #28; "ASSESSOR'S GROSSE POINTE WOODS
PLAT NO. 2" Sub'n of part of P.C. 631 Village of Grosse Pointe Woods
Wayne County Michigan. Rec'd. L. 70 P. 10 Plats W.C.R.

RECEIVED

JUL 28 2017
CITY OF GROSSE PTE. WOODS
BUILDING DEPT

WE HEREBY CERTIFY THAT WE
HAVE SURVEYED THE PROPERTY
DESCRIBED ABOVE AND THAT THE
CERTIFICATE HEREON REPRESENTS
IS A CORRECT REPRESENTATION
OF THE SAME.



BACK OF YARD

20155 Morningside

84 inch

RECEIVED

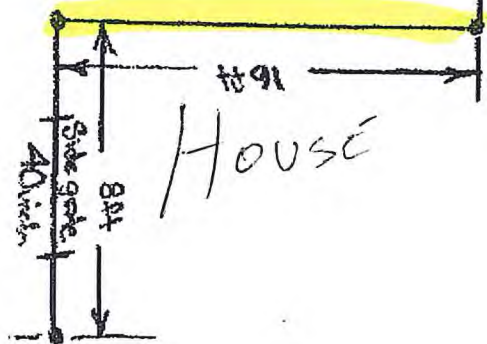
JUL 28 2017

CITY OF GROSSE PTE. WOODS
BUILDING DEPT

2 gates ① 46 1/2 inch gate.
② 40 inch gate

27 ft

16 ft 0 in



HOUSE

San è Janet Flandozzo

Morningside

Garage Area
Back of House

95 inch

46 1/2

front gate

CITY OF GROSSE POINTE WOODS
BUILDING DEPARTMENT
MEMORANDUM

RECEIVED
AUG 14 2017
CITY OF GROSSE PTE. WOODS

DATE: August 10, 2017
TO: Mayor & City Council
FROM: Gene Tutag, Building Official *GT.*
SUBJECT: 20155 Morningside, Fence Variance

A new 6' high solid vinyl fence was installed in the west rear (90'), north side (84'), and front yard (27') of this property without the required permit or approvals from the City. An application was subsequently filed and cannot be issued as the fence is in violation of Sections 8-279(1), 8-281 and 8-282(1) of the City's fence ordinance. A permit for the section of fence installed along Morningside (east) can and will be issued.

The applicant's property is on an interior lot on the west side of Morningside.


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

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

The applicant's attorney has provided correspondence outlining why the fence was installed; however, none of the above criteria was addressed that would justify the grant of the variances.

After review of the application and inspection of the property, it is recommended that a variance of Sections 8-279(1), 8-281 and 8-282(1) not be granted allowing for the installation of the proposed 6' solid vinyl fence along the rear and side yards as shown on the attached plans. The plight of the owner is self-created as the fence was installed without permit or approval of the City. There are no special circumstances, relative hardship, or conditions that exist that would justify the grant of his variance.

APPROVED BY:



BRUCE SMITH, City Administrator

8/14/2017

DATE



20155 Morning side



DAVE WEST FROM MORNINGSIDE

20155 Morningside



NORTH FENCE

20075 mack

NORTH FENCE



WEST FENCE



2015 Morningside

WEST FENCE




WEST FENCE FACING SOUTH



WEST AT GARAGE

20155 Morningside



20155 morningside

EAST GATE

MEMO 17 - 36

TO: Lisa Hathaway, City Clerk
FROM: Frank Schulte, Director of Public Services
DATE: August 9, 2017
SUBJECT: Variance – Fence at 20155 Morningside

RECEIVED
AUG 10 2017
CITY OF GROSSE PTE. WOODS

FS

I have reviewed the application from residents Mr. & Mrs. Samuel Randazzo requesting a fence variance at 20155 Morningside. The fence variance will have no impact on the Department of Public Works or utilities.

If you have any questions please contact me.

cc Gene Tutag
O/F

dm

AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 20155 Morningside Dr.
Samuel Randazzo

State of Michigan)
) ss.
County of Wayne)

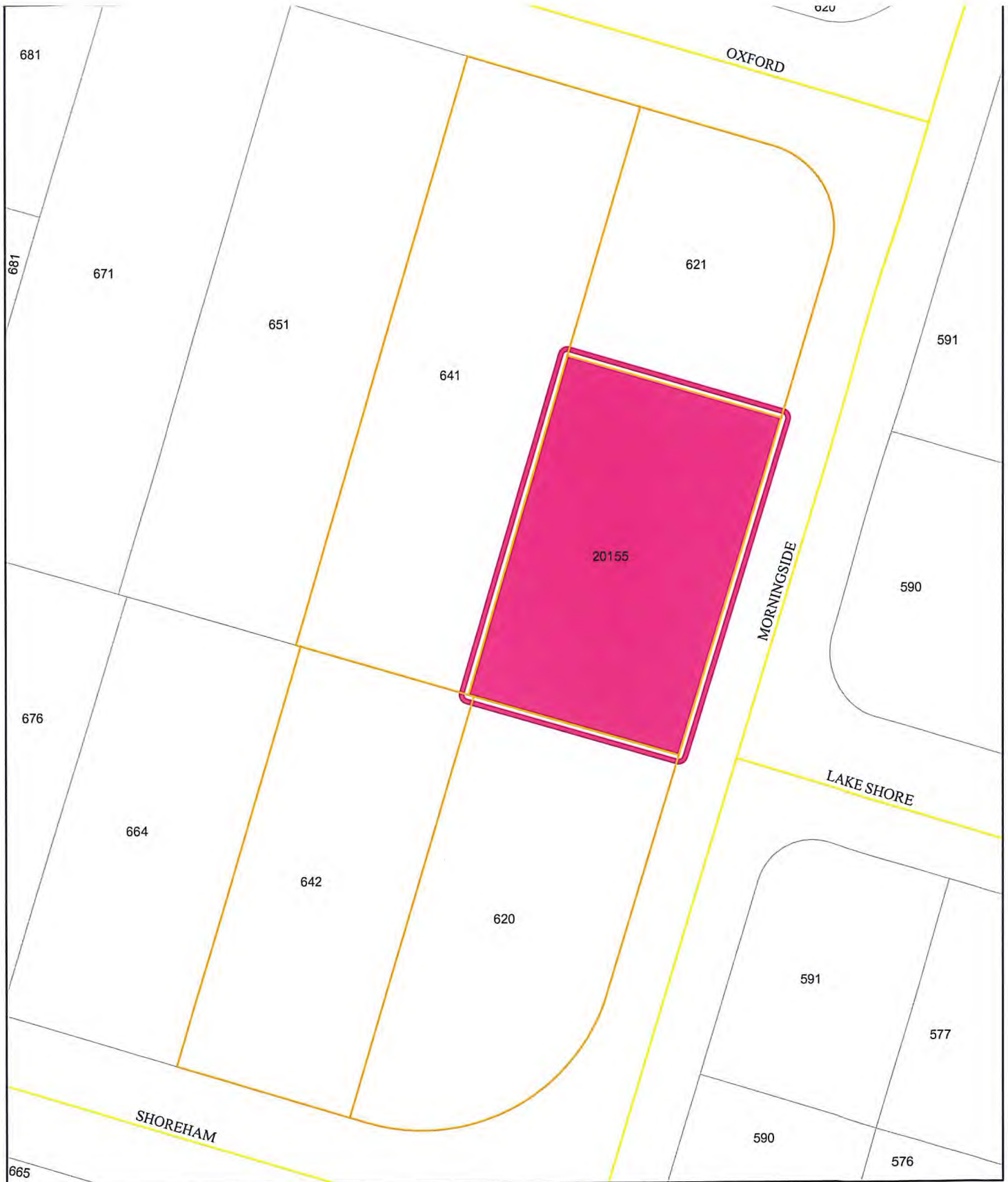
I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 8-11-17 to the following property owners within a 3 foot radius of the above property in accordance with the provisions of the 2007 City Code of Grosse Pointe Woods. A Hearing fee of \$75.00 has been received with receipt # 267585.

Lisa Kay Hathaway, CMMC/MMC
City Clerk

See attached document for complete list.

20155 Morningside Dr. - 3' Radius

ownersname	ownersna_1	ownerstreet	ownercity	ownerstate	ownerzipco
RUSINOW THOMAS L		641 S OXFORD RD	GROSSE POINTE WOODS	MI	48236
VENDITTI ANTHONY D	VENDITTI MARGARET A	621 S OXFORD RD	GROSSE POINTE WOODS	MI	48236
RANDAZZO SAMUEL A	RANDAZZO JANET L	20155 MORNINGSIDE DR	GROSSE POINTE WOODS	MI	48236
GLAESER JOHN HERBERT		642 SHOREHAM RD	GROSSE POINTE WOODS	MI	48236
DOBBS KURT		620 SHOREHAM RD	GROSSE POINTE WOODS	MI	48236



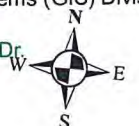
COPYRIGHT 1999 - 2011,
 THE CITY OF GROSSE POINTE WOODS, MI*
 COPYRIGHT 1999 - 2011,
 WAYNE COUNTY, MI*
 COPYRIGHT 1999 - 2011,
 ANDERSON, ECKSTEIN AND WESTRICK, INC.*
 *ALL RIGHTS RESERVED



INFORMATION TECHNOLOGY DEPARTMENT
 Geographic Information Systems (GIS) Division

Subject: 20155 Morningside Dr.

Date: 8/10/2017





COPYRIGHT 1999 - 2011,
 THE CITY OF GROSSE POINTE WOODS, MI*
 COPYRIGHT 1999 - 2011,
 WAYNE COUNTY, MI*
 COPYRIGHT 1999 - 2011,
 ANDERSON, ECKSTEIN AND WESTRICK, INC.*
 *ALL RIGHTS RESERVED



INFORMATION TECHNOLOGY DEPARTMENT
 Geographic Information Systems (GIS) Division

Subject: 20155 Morningside Dr.

Date: 8/10/2017




CITY OF GROSSE POINTE WOODS

Office of the City Clerk

Memorandum

DATE: August 11, 2017

TO: Mayor and City Council

FROM: Lisa Hathaway, City Clerk 

SUBJECT: Reschedule Council Meetings prior to Elections

I am requesting that the City Council approve rescheduling City Council Meetings that immediately precede Election Days to the following Monday. Meeting Mondays average a 13-14 hour workday. Clerk's staff is required to be in the office by 5:30 a.m. on Election Day to open the Voter Office, give direction to Public Works staff for distributing the ballots and laptops to the precinct Chairs, as well as to troubleshoot incoming calls from the precincts when preparing to open the polls. Election Day is generally a 17-18 hour workday.

Additionally, the final week prior to an election is a very busy time in the Clerk's office while in addition to election administration, preparing for Monday meetings. Agenda preparation requires gathering necessary information, analyzing, and preparing a Council Agenda and pink. In cases where multiple meetings are scheduled, preparation of more than one agenda is required. Rescheduling the City Council meeting would postpone agenda preparation to the Tuesday following the election, creating a time management plan that would better facilitate both elections administration and meeting preparation.

Thank you for your consideration.

City of Grosse Pointe Woods
Parks and Recreation

Memorandum 14-17

RECEIVED
AUG - 7 2017
CITY OF GROSSE PTE. WOODS

Date: August 3, 2017
To: Bruce Smith, City Administrator
From: Frank Schulte, Director of Public Works *F.S.*
Nicole Byron, Recreation Supervisor *NB*
Subject: Request of Lake Front Park Facilities

The University Liggett is requesting the use of 6- 8 tennis courts at Lake Front Park for the following dates:

Boys Tennis:

Practice

September 7 - October 26th, 2017 Monday - Thursday 3:30PM-5:30PM

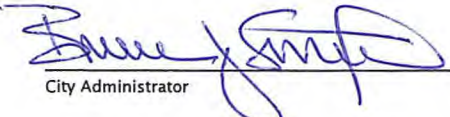
MHSAA Boys Tennis Regional Tournament

October 12, 2017 8 AM - 1 PM

I have no objection to the approval of this request contingent upon meeting the following guidelines:

1. Teams will follow all park rules and MHSAA rules including clearing the courts during storms.
2. Teams will relinquish courts to residents on courts 1-4.
3. Teams will clean up trash around the courts after use.
4. Teams will submit current rosters.
5. The School System shall provide the City with evidence of at lease One Million (\$1,000,000.00) Dollars of liability insurance showing the CITY OF GROSSE POINTE WOODS as an additional named insured of such insurance. The City shall be entitled to notice of any change in such policy. The insurance company issuing this policy shall have an A or better rating.

RECOMMENDED FOR APPROVAL AS SUBMITTED:



City Administrator

Aug. 7, 2017

Date

Council approval required

Nicole Byron

From: Hicks, Michelle [MHicks@uls.org]
Sent: Thursday, June 08, 2017 2:35 PM
To: Nicole Byron
Cc: Cimini, Daniel; Bronk, Bart; Harley, Gail; Gatzke, Colleen
Subject: GPW Lakefront Park tennis court use....fall 2017

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Nicole,

University Liggett School is requesting the use of eight (8) of the Grosse Pointe Woods Lakefront Park tennis courts for the 2017 fall (boys) tennis seasons. These dates include: September 7th – October 26th, Monday – Thursday from 3:30pm – 5:30pm. Depending on the day, the courts will be used by either Liggett's middle school or upper school boys tennis team.

Liggett will provide an insurance certificate naming the City of Grosse Pointe Woods as an additional insured party but if additional information is required, please let me know.

Feel free to contact me if you have any questions.

Thank you for your consideration and continued support,

Michelle Hicks

Michelle R. Hicks
Director of Athletics



University Liggett School
1045 Cook Road
Grosse Pointe Woods, MI 48236-2509
313-884-4444 ext. 370
Shaping Lives That Shape Lives

Nicole Byron

From: Hicks, Michelle [MHicks@uls.org]
Sent: Wednesday, August 02, 2017 2:58 PM
To: Nicole Byron
Cc: Harley, Gail; Mark Sobieralski
Subject: October 12th tennis court use

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Nicole,

I'm writing to request the use of (8) tennis courts on Thursday, 10/12 from 8:00am – 1:00pm as Liggett is hosting the MHSAA boys tennis regional tournament.

Please let me know if this is possible.

Many thanks,

Michelle

Michelle R. Hicks
Director of Athletics



University Liggett School
1045 Cook Road
Grosse Pointe Woods, MI 48236-2509
313-884-4444 ext. 370
Shaping Lives That Shape Lives

City of Grosse Pointe Woods
TENNIS COURT USE AGREEMENT

WHEREAS, the CITY OF GROSSE POINTE WOODS owns ten tennis courts for the CITY OF GROSSE POINTE WOODS Lake Front Park located in St. Clair Shores, Michigan; and

WHEREAS, University of Liggett School has requested use of six to eight tennis courts from September 7 thru October 26, 2017.

IT IS AGREED between the CITY OF GROSSE POINTE WOODS (City) and UNIVERSITY LIGGETT (School) as follows:

1. The School will be allowed to use 6-8 tennis courts at Lake Front Park from September 7 through October 26, 2017, from 3:30 p.m. until 5:30 p.m. and October 12, 2017 from 8 a.m. until 1 p.m. subject to the following conditions:
 - a) Teams will follow all park rules and MHSAA rules including clearing the courts during storms.
 - b) Teams will relinquish courts to residents on courts 1 – 4.
 - c) Teams will clean up trash around courts after use.
 - d) Teams will submit current rosters.
 - e) The Company shall provide the City with evidence of at least One Million (\$1,000,000.00) Dollars of liability insurance showing the CITY OF GROSSE POINTE WOODS as an additional named insured of such insurance. The City shall be entitled to notice of any change in such policy of insurance. The insurance company issuing this policy shall have an A or better rating.
2. Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by regular mail to the following:

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

University Liggett School
ATTN: Michelle Hicks
1045 Cook Road
Grosse Pointe Woods, MI 48236
3. The City reserves the right to cancel or revise this Agreement at any time based on exigent circumstances with reasonable notice to the School.
4. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.
5. The invalidity of all or any part of any sections, sub-sections, or paragraphs of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated.

The parties have executed this Agreement on the ____ day of _____, 2017.

GROSSE POINTE WOODS

LIGGETT SCHOOL

By: BRUCE SMITH
Its: City Administrator

Date

By: MICHELLE HICKS
Its:

Date

APPROVED

 8-4-17

By: CHARLES T. BERSCHB ACK

Date

Its: City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crum-Halsted Agency, Inc. 427 N Kirk Rd Suite 113 Geneva IL 60134	CONTACT NAME: Edith Reysn, CRM CIC CISR PHONE (A/C, No. Ext): (630) 443-7300 FAX (A/C, No.): (630) 587-9826 E-MAIL ADDRESS: ereysn@crumhalsted.com
INSURED University Liggett School 1045 Cook Rd Grosse Pointe Woods MI 48236	INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company INSURER B: Employers Assurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 17-18

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		8502WSI038943-0	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		1002WSI038944-0	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0		4602WSI038946-0	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	EIG2365055	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property, Special		3602WSI038945-0	7/1/2017	7/1/2018	See Limits below if applicable

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When required by written contract, City of Grosse Pointe Woods is an additional insured for General Liability coverage with respect the insured's use of the tennis courts at Grosse Pointe Woods Lakefront Park

2017 Fall (boys) tennis sessions dates and times of use are scheduled for September 7th - October 26th, Monday - Thursday from 3:30pm - 5:30pm.

CERTIFICATE HOLDER

CANCELLATION

City of Grosse Pointe Woods 20025 Mack Ave Grosse Pointe Woods, MI 48236	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE T Rosenow, CIC/EDITH Theodore A. Rosenow
--	---

City of Grosse Pointe Woods
Parks and Recreation

Memorandum 15-17

Date: August 3, 2017
To: Bruce Smith, City Administrator
From: Frank Schulte, Director of Public Works *FS*
Nicole Byron, Recreation Supervisor *NB*
Subject: Request of Lake Front Park Facilities

9C
RECEIVED
AUG - 7 2017
CITY OF GROSSE-POINTE WOODS


Grosse Pointe North High School is requesting use of 8 tennis courts at the Lake Front Park Tennis Courts on:

Saturday, September 9, 2017 8 a.m. – 5 p.m.

I have no objection to the approval of this request contingent upon meeting the following guidelines:

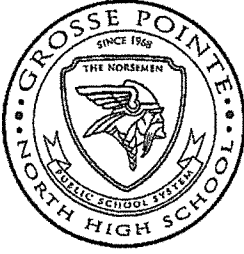
1. Teams will follow all park rules and MHSAA rules including clearing the courts during storms.
2. Teams will relinquish courts to residents on courts 1-4.
3. Teams will clean up trash around the courts after use.
4. Teams will submit current rosters.
5. The School System shall provide the City with evidence of at least One Million (\$1,000,000.00) Dollars of liability insurance showing the CITY OF GROSSE POINTE WOODS as an additional named insured of such insurance. The City shall be entitled to notice of any change in such policy. The insurance company issuing this policy shall have an A or better rating.

RECOMMENDED FOR APPROVAL AS SUBMITTED:


City Administrator

Aug. 7, 2017
Date

Council approval required



The Grosse Pointe Public School System
Grosse Pointe North High School
707 Vernier Road
Grosse Pointe Woods, Michigan 48236-1594
Telephone: (313) 432-3217
Fax: (313) 432-3218

June 20, 2017

Ms. Nicole Byron, Director
Grosse Pointe Woods Recreation Department
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Dear Ms. Byron:

The Grosse Pointe North High School Athletic Department requests the use of Grosse Pointe Woods Lakefront Park Tennis Courts the following dates for the 2017-2018 school year.

Grosse Pointe Woods Lakefront Park
Saturday, September 9, 2017 8:00 a.m. – 5:00 p.m.

You can be assured that the athletes using the facilities will be under adult supervision at all times.

A certificate of insurance that includes a one million dollar liability policy and 10 million dollar umbrella excess liability policy will be sent by our Board Office.

If you have any questions, please contact me at Grosse Pointe North, 707 Vernier Rd., Grosse Pointe Woods, MI 48236 or (313) 432.3255.

Sincerely,

Brian Shelson
Assistant Principal/Athletic Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 Ottawa N.W. Suite 301 Grand Rapids MI 49503-2308		CONTACT NAME: PHONE (A/C, No., Ext): 616-233-0910 FAX (A/C, No.): 616-233-0923 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: MAISL Joint Risk Management Trust	
		INSURER B: Great American Insurance Company	16691
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1467856767 **REVISION NUMBER:**

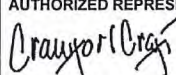
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		Insurer A & B 3128240-PKG	7/1/2017 7/1/2017	7/1/2018 7/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$Included GENERAL AGGREGATE \$N/A PRODUCTS - COMP/OP AGG \$ Agg Applies per \$Member
A B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			Insurer A & B 3128240-PKG	7/1/2017 7/1/2017	7/1/2018 7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Insurer A & B 3128240-UMB	7/1/2017 7/1/2017	7/1/2018 7/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			Insurer A & B 3128240-PKG	7/1/2017 7/1/2017	7/1/2018 7/1/2018	Maintenance Ded 2,500 Auto Phys Damage Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

MAISL Joint Risk Management Trust is a qualified and approved self-insurance fund under the laws of the State of Michigan. Blanket Additional Insured per Endorsement AX0007 (07/1998). SIR \$500,000

The City of Grosse Pointe Woods is an Additional Insured as respects to General Liability, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.
RE: Grosse Pointe School's (girls and boys) Tennis Teams use of Tennis Courts at Lakefront Park & Ghesquiere Park during the 2017-2018 school year.

CERTIFICATE HOLDER The City of Grosse Pointe Woods - Recreation Department 20025 Mack Plaza Grosse Pointe Woods MI 48236	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Grosse Pointe Woods
Parks and Recreation

Memorandum 16-17

Date: August 3, 2017
To: Bruce Smith, City Administrator
From: Frank Schulte, Director of Public Works F.S.
Nicole Byron, Recreation Supervisor NB
Subject: Request of Ghesquiere Park Field

RECEIVED
AUG - 7 2017
CITY OF GROSSE-POINTE WOODS

Grosse Pointe North High School has requested use of the Ghesquiere Park Marsteller Baseball Diamond on the following dates:

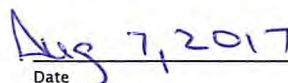
Monday, March 12, 2018 – Friday, May 25, 2018

I have no objection to the approval of this request contingent upon meeting the following guidelines:

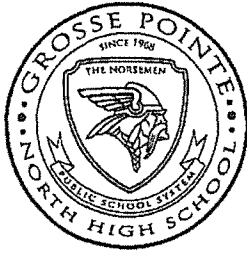
1. Teams will follow all park rules and MHSAA rules including clearing the field during storms.
2. Teams will clean up field around the courts after use.
3. Teams will submit current rosters.
4. Teams will submit game schedule by March 1, 2018.
5. The School System shall provide the City with evidence of at least One Million (\$1,000,000.00) Dollars of liability insurance showing the CITY OF GROSSE POINTE WOODS as an additional named insured of such insurance. The City shall be entitled to notice of any change in such policy. The insurance company issuing this policy shall have an A or better rating.

RECOMMENDED FOR APPROVAL AS SUBMITTED:


City Administrator


Date

Council approval required



The Grosse Pointe Public School System
Grosse Pointe North High School
707 Vernier Road
Grosse Pointe Woods, Michigan 48236-1594
Telephone: (313) 432-3217
Fax: (313) 432-3218

June 20, 2017

Ms. Nicole Byron, Director
Grosse Pointe Woods Recreation Department
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Dear Ms. Byron:

The Grosse Pointe North High School Athletic Department requests the use of Ghesquire Park Marsteller Baseball Diamond on the following dates for the 2017-2018 school year.

Ghesquire Park Marsteller Baseball Diamond
Monday, March 12, 2018 – Friday, May 25, 2018 3:00 p.m. – 6:30 p.m.
Approximately 20 of the games scheduled are league games.

A specific schedule for each team will be submitted in advance. You can be assured that the athletes using the facilities will be under adult supervision at all times.

A certificate of insurance that includes a one million dollar liability policy and 10 million dollar umbrella excess liability policy will be sent by our Board Office.

If you have any questions, please contact me at Grosse Pointe North, 707 Vernier Rd., Grosse Pointe Woods, MI 48236 or (313) 432.3255.

Sincerely,

Brian Shelson
Assistant Principal/Athletic Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 Ottawa N.W. Suite 301 Grand Rapids MI 49503-2308		CONTACT NAME: PHONE (A/C, No, Ext): 616-233-0910 FAX (A/C, No): 616-233-0923 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: MAISL Joint Risk Management Trust	
		INSURER B: Great American Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 1409331967	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		Insurer A & B 3128240-PKG	7/1/2017 7/1/2017	7/1/2018 7/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$Included GENERAL AGGREGATE \$N/A PRODUCTS - COMP/OP AGG \$ Agg Applies per \$Member
A B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			Insurer A & B 3128240-PKG	7/1/2017 7/1/2017	7/1/2018 7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			Insurer A & B 3128240-UMB	7/1/2017 7/1/2017	7/1/2018 7/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	AUTOMOBILE LIABILITY			Insurer A & B 3128240-PKG	7/1/2017 7/1/2017	7/1/2018 7/1/2018	Maintenance Ded 2,500 Auto Phys Damage Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

MAISL Joint Risk Management Trust is a qualified and approved self-insurance fund under the laws of the State of Michigan. Blanket Additional Insured per Endorsement AX0007 (07/1998). SIR \$500,000

The City of Grosse Pointe Woods is an Additional Insured as respects to General Liability, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

RE: Grosse Pointe School's Baseball Teams use of Ghesquiere Park Marstiller Baseball Diamond during the 2017-2018 school year.

CERTIFICATE HOLDER The City of Grosse Pointe Woods - Recreation Department 20025 Mack Plaza Grosse Pointe Woods MI 48236	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

CITY OF GROSSE POINTE WOODS INVESTMENT POLICY

9E



Prepared by:

City Treasurer/Comptroller Revised 3/03/1998

City Treasurer/Comptroller Revised 08/07/2017

Approved by Council: 05/04/1998

Submitted to Council for Approval 08/07/2017

Required: Annual review by Financial Committee

Last Reviewed:

Submitted to Finance Committee for review: 07/18/2017

I. Policy

It is the policy of the City of Grosse Pointe Woods to invest its public funds in a manner which will provide maximum security with an above average investment return while meeting the daily cash flow demands of the entity and conforming to all State statutes and local ordinances governing the investment of public funds.

II. Scope

This investment policy applies to all financial assets held by the City of Grosse Pointe Woods other than pension fund assets. These assets are accounted for in the City of Grosse Pointe Woods annual financial report and include:

- 1) General fund
- 2) Special revenue funds
- 3) Debt service funds
- 4) Capital project funds
- 5) Enterprise funds
- 6) Internal service funds
- 7) Trust and Agency funds

Any new fund created by the local unit, unless specifically exempted by the legislative body.

In addition, this policy applies to investments held by the City of Grosse Pointe Woods of which it may have oversight authority.

This investment policy applies to all transactions involving the invested assets and related activity of all the foregoing funds.

III. Investment Objectives

The following investment objectives, in priority order, will be applied in the cash management of the City of Grosse Pointe Woods funds:

A. Safety

The primary objective of the City of Grosse Pointe Woods investment activities is the preservation of capital in the overall portfolio and the protection of the investment principal.

B. Liquidity

The investment portfolio will remain sufficiently liquid to enable the City of Grosse Pointe Woods to meet daily operation requirements, which might be reasonably anticipated.

C. Return on Investment

Subject to the foregoing constraints, the City of Grosse Pointe Woods will strive to maximize the return on the portfolio. The investment portfolio shall be designed with the objective of regularly exceeding a benchmark of the average return of ninety day U.S. Treasury Bills, consistent with risk limitations identified herein and prudent investment principles.

IV. Prudence

In managing its investment portfolio, City of Grosse Pointe Woods officials shall avoid any/all transaction(s) that might impair public confidence. Investment shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The above standard is established as the standard for professional responsibility and shall be applied in the context of managing the overall portfolio. Investment officers of the City of Grosse Pointe Woods acting in accordance with State statute, this Investment Policy, and written procedures, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that deviations from expectations are reported in a timely fashion and appropriate action is taken to control and/or limit adverse developments.

V. Delegation of Authority

Authority to manage the City of Grosse Pointe Woods investment program is derived from State statutes, City Charter, and applicable City ordinances and resolutions.

Overall responsibility for the cash management and the investment program is hereby delegated to the City Treasurer/Comptroller (City Treasurer/Comptroller means City Treasurer/Comptroller or his designee), who shall establish written procedures, subject to review, for the operation of the investment program consistent with this investment policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under terms of this Policy and procedures established by the City Treasurer/Comptroller. Such procedures should also include reference to safekeeping, (PSA) repurchase agreements, wire transfer agreements, collateral or depository agreements, use of brokerage services, and banking service contracts. The City Treasurer/Comptroller shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of subordinate officials.

VI. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal activity that could conflict with proper execution of the investment program, or which could impair or create the appearance of impairment on their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Administrator any material financial interest in financial institutions that conduct business with the City or have a financial interest in any vendor that may do business with the City, and they shall further disclose any large personal financial investment positions that could be related to other performance of the City of Grosse Pointe Woods portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City of Grosse Pointe Woods particularly with regard to the time of purchase and sales. Officers and employees shall divulge to the City Administrator all purchases or sales of commercial or industrial real estate within the City and all sales or purchases of commercial or industrial property in any business entity in which they have financial interest. Officers and employees involved in the investment process shall further divulge to the City Administrator any loans which maybe be made or received by them from any financial institutions that conduct business with the City, or vendors who conduct business with the City, or any entity that may be buying or selling commercial or industrial property within the City of Grosse Pointe Woods.

VII. Authorized Financial Dealers and Institutions

The City Treasurer/Comptroller will maintain a list, which has been reviewed by the legislative body on an annual basis, of financial institutions, which provide investment and depository services, Appendix A. In addition, a list will also be maintained of approved security broker/dealers, who maintain an office in the State of Michigan or who are "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by State statute.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the City Treasurer/Comptroller with the following: audited financial statements for the most recent fiscal year; certification of having read the City of Grosse Pointe Woods investment policy and the pertinent State statutes; proof of National Association of Security Dealers certification; and proof of State registration, where applicable. An annual review of the financial condition and registration of qualified bidders will be conducted by the City Treasurer/Comptroller. Information indicating a loss or prospective loss of capital on existing investments must be shared with the City Administrator of the City of Grosse Pointe Woods immediately upon notification.

VIII. Authorized and Suitable Investments

A. The City of Grosse Pointe Woods is empowered by the State statute (1988 Public Act 239, M.C.L. 129.91), attached to the invest in the following types of securities:

1. Bonds, securities, Rev Corps, and other obligations of the United States, or an agency or instrumentality of the United States in which the principal and interest is fully guaranteed by the United States, including securities issued or guaranteed by the government national mortgage association;
2. Certificates of deposit, savings accounts, deposit accounts, or depository receipts of a bank which is a member of the federal deposit insurance corporation, or a savings and loan which is a member of federal savings and loan insurance corporation, or a credit union administration, but only if the bank, savings and loan, or credit union is eligible to be a depository of surplus funds belonging to the State under section 5 or 6 of Act No. 105 of the Public Acts of 1855, as amended.
3. In United States government or federal agency obligation repurchase agreements;
4. In bankers' acceptances in domestic branches of United States Banks;
5. No more than 50 percent of any one fund may be invested in commercial paper rated at the time of purchase within three (3) highest classifications established by not less than two (2) standard rating services and which matures not more than 270 days after the date of purchase; and
6. In money market mutual funds composed of investment vehicles which are legal for direct investment by local units of government in Michigan.

B. The City Treasurer/Comptroller is restricted to investments, which meet the statutory restrictions above and limitations on security issues and issuers as detailed below:

1. Repurchase agreements shall be negotiated only with dealers or financial institutions with which the unit has negotiated a Master Repurchase Agreement or with the City of Grosse Pointe Woods primary bank. Repurchase Agreements must be signed with the bank or dealer and must contain provisions similar to those outlined in the Public Security Association's Master Repurchase Agreement.
2. Investments in Commercial Paper are restricted to those which have, at the time of purchase, the top two (2) investment ratings provided by any two (2) nationally recognized rating agencies. Commercial Paper held in the portfolio which subsequently receives a reduced rating lower than the top two (2) shall be closely monitored and sold immediately if the principal invested may otherwise be jeopardized.

3. To the extent possible, the investing officer will attempt to match investments with anticipated cash flow requirements. Unless matched to a specific cash flow requirement, the City of Grosse Pointe Woods will not directly invest in securities maturing more than three (3) years from the date of purchase. However, repurchase agreements may be collateralized using longer- dated investments not to exceed 30 years to maturity. No more than 40 percent of the City of Grosse Pointe Woods total investment portfolio, as of June 30 of the preceding year, shall be placed in securities maturing in more than three (3) years.
4. Investments will be diversified by security type and institution; with the exception of U.S. Treasury securities and authorized investment pools, no more than 50 percent of the total investment portfolio will be invested in a single security type or 25 percent with a single financial institution.

IX. Pooling of Cash

Except for cash in certain restricted and/or special designated accounts, the City Treasurer/Comptroller may pool cash of various funds to maximize investment earnings. Investment income shall be allocated to the various funds based upon their respective participation.

X. Accounting

The City of Grosse Pointe Woods maintains its financial records on the basis of funds and account groups, each of which is considered a separate accounting entity. All investment transactions shall be recorded in the pooled investment fund of the City of Grosse Pointe Woods in accordance with generally accepted accounting principles as promulgated by the Government Accounting Standards Board. Accounting treatment will include.

- Investments will be carried at cost or amortized cost, which approximates market.
- Premium or discount will be amortized over the life of the investment.
- Gains or losses of investments in all funds will be recognized at the time of disposition of the security.
- Market price shall be disclosed annually in the financial statements.

XI. Investment Performance and Reporting

The City Treasurer/Comptroller shall submit to the City Administrator a monthly investment report that provides the principal and type of the investment report that provides the principal and type of investment, annualized yield, earnings for each investment, and a summary report of cash and investments maintained in each financial institution. Information indicating a loss or prospective loss of capital on existing instruments and material deviations from projected investment strategies shall be reported immediately to the City Administrator.

XII. Safekeeping and Custody: Third-Party Custodial Agreements

All securities purchased by the City of Grosse Pointe Woods under this section shall be properly designated as an asset of the City of Grosse Pointe Woods and held in safekeeping by a third party custodial bank or other third party custodial institution, chartered by the United State government or the State of Michigan, and no withdrawal of such securities, in whole or in part, shall be made from safekeeping except by the City Treasurer/Comptroller or his designee.

The City of Grosse Pointe Woods will execute third party custodial agreement(s) with its bank(s) and depository institution(s). Such agreements will include letters of authority from the City of Grosse Pointe Woods, details as to responsibilities of each party, notification of security purchases, sales, deliver, repurchase agreements and wire transfers, safekeeping and transaction costs, procedures in case of wire failure, or other unforeseen mishaps, including liability of each party.

Securities will be held by a third party custodian designated by the City Treasurer/Comptroller and evidenced by safekeeping receipts.

XIII. Administrative Controls

The City Treasurer/Comptroller shall establish a system of administrative controls, documented in writing, which is designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions, by employees and officers of the City of Grosse Pointe Woods. Required elements of

the system of internal controls shall include the timely reconciliation of all bank accounts and trust receipt documentation. Internal controls will also encompass at a minimum the additional issues:

- Transfers of all funds (purchases, sales, etc.)
- Separation of functions, including transaction authority and accounting and record keeping
- Custodial safekeeping
- Avoidance of delivery of bearer from or non-wireable securities to the City of Grosse Pointe Woods
- Delegation of authority to subordinate staff members
- Written confirmation of telephone transactions
- Supervisory control of employee actions
- Specific guidelines regarding securities losses and remedial action
- Identification and minimization of the number of authorized investment officials

XIV. Investment Policy Adoption

The City of Grosse Pointe Woods investment policy shall be adopted by resolution of the City of Grosse Pointe Woods City Council. The policy shall be reviewed on an annual basis by members of the Finance Committee who will make recommendations, if any, to the Mayor and Council. Modifications made at that time or when necessitated by a State statutory revision must be approved by the City of Grosse Pointe Woods City Council.

CITY OF GROSSE POINTE WOODS INVESTMENT POLICY

Appendix A

List of Authorized Dealers and Institutions

Comerica Bank
Thomas R. Bush
P.O. Box 75000
Detroit, MI 48275-3354
(313) 222-7574

Citizens Bank
Barb Welker
328 S. Saginaw
Flint, MI 48502
(800) 634-6276

Community Central Bank
Kim Schmidt
121 Kitchival Avenue
Grosse Pointe Farms, MI 48236
(313) 541-0841

H & R Block
Robert Casaceli
6304 Orchard Lake Rd.
West Bloomfield, MI 48322
(248) 211-5595

Multi-Bank Securities, Inc.
Michael A. Walkowiak
28411 Northwestern Hwy.
Suite 1350
Southfield, MI 48034
(800) 967-9015

TD Private Bank
David P. Willis
65 Kerklevel Ave.
Suite 111
Grosse Pointe Farms, MI 48236
(313) 885-0464

UBS Financial Services, Inc.
James S. Essian, Jr.
2301 W. Big Beaver Road
Suite 800
Troy, MI 48064-3321
(248) 822-3346

Appendix A

List of Authorized Dealers and Institutions

Comerica Bank
LaJeanna D. Turner
PO Box 75000
Detroit, MI 48275
(313) 222-3404

The PrivateBankcorp, Inc. - CIBC
Toni Koss
34901 Woodward Avenue, Suite 200
Birmingham, MI 48009
(248) 566-4700

Chemical Bank – formerly Talmer Bank & Trust
Julie M. Gust
2301 W. Big Beaver Road, Suite 525
Troy, MI 48084
(800) 462-2786

Multi-Bank Securities
Darryl Maccagnone
1000 Town Center, Suite 2300
Southfield, MI 48075
(800) 967-9025

Community Central Bank
Kim Schmidt
121 Kercheval Avenue
Grosse Pointe Farms, MI 48236
(313) 640-0848

Charles Schwab & Co., Inc.
Jeffrey A. Weaver, FEG
3011 W. Grand Blvd, Suite 2125
Detroit, MI 48202
(313) 875-4000

Flagstar Bank
Victoria Buddy
19733 Mack Avenue
Grosse Pointe Woods, MI 48236
(313) 886-1745

CITY OF GROSSE POINTE WOODS

Office of the City Clerk

Memorandum

DATE: August 17, 2017
TO: Mayor and City Council
FROM: Lisa Hathaway, City Clerk
SUBJECT: Absence from City



Annually, the Michigan Association of Municipal Clerks (MAMC) Board of Directors meet to attend a Strategic Planning session. Strategic Planning is held after June conference for the purpose of discussing the prior year's pending and completed benchmarks set for the Association, as well as setting new goals for the upcoming year. This work has been scheduled by the reining Board President, Susanne Courtade, and is completed with the guidance of Lewis G. Bender, PhD.

This year's Strategic Planning has been scheduled for Wednesday, September 13 beginning at 4 p.m. and will conclude on September 15 at 11 a.m. in Northport, MI. There is no cost to the City for food or housing, and as in the past, I will not be requesting mileage reimbursement. As I serve as a Director on the MAMC Board, I am therefore respectfully requesting an absence from the City to attend this Strategic Planning Session.

Thank you for your consideration.



CITY OF GROSSE POINTE WOODS
MEMORANDUM

96

RECEIVED

AUG 17 2017

CITY OF GROSSE PTE. WOODS

Date: August 21, 2017

To: Mayor and City Council

From: Cathrene Behrens, Treasurer/Comptroller

Re: Bank of New York Mellon Debt Service Bank Account

On August 17, 2017 I was contacted by the Bank of New York Mellon regarding a dormant debt service account within their institution which holds a current balance of \$197,990.98. They requested authorization to return the funds to an active City account and provided the attached authorization forms for signature.

The Incumbency Certificate/Authorized Callbacks authorizes myself and the City Administrator as authorized officers of the City and certifies that we can execute written direction, confirmation and receive callbacks regarding this monetary transfer.

The Facsimile/Email Instructions: Authorization form authorizes the bank of New York Mellon to rely on instructions and directions send by email, fax and/or other electronic methods.

I would request Council approval to authorize the City Clerk to execute the Incumbency Certificate/Authorized Callbacks form and authorize myself to execute the Facsimile/Email Instructions: Authorization Form.

Thank you.

INCUMBENCY CERTIFICATE/ AUTHORIZED CALLBACKS

The undersigned, Lisa K. Hathaway being the City Clerk
(name of person) (title)

of Grosse Pointe Woods , Michigan (the "Company")

does hereby certify that (1) the individuals listed below are qualified and acting officers of the Company, (2) the signature appearing opposite the name of each such officer is a true specimen of the genuine signature of such officer, and (3) such individuals have the authority to provide written direction/ confirmation and receive callbacks at the phone number(s) noted below and execute documents to be delivered [to, or upon the request of The Bank of New York Mellon and/or The Bank of New York Mellon Trust Company, N.A. (collectively, "BNY Mellon")]. BNY Mellon may rely conclusively upon the certification of authority of the officers named in this Certificate in connection with all corporate trust transactions to which the Company is a party with BNY Mellon until such time as the Company (i) expressly revokes this Certificate in writing or (ii) provides a revised Certificate; in order to be effective, either must be delivered to BNY Mellon at the addresses provided in the related governing documents."

<u>Name</u>	<u>Title</u>	<u>Signature</u>	<u>Phone Number for Callback</u>
<u>Bruce J. Smith</u>	<u>City Administrator</u>	_____	<u>313.343.2450</u>
<u>Cathrene A. Behrens</u>	<u>Treasurer/Comptroller</u>	_____	<u>313.343.2604</u>
_____	_____	_____	_____
_____	_____	_____	_____

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this certificate

as of _____.

(Signature and title of witness - Note that this may not be one of the officers listed above)



BNY MELLON

FACSIMILE/E-MAIL INSTRUCTIONS: AUTHORIZATION

Re: GROSSE POINTE WOODS WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM REV BDS
2003

Grosse Pointe Woods, MI- All Deals

Date: August 17, 2017

Customer Authorization, Limitation of Liability and Indemnity:

Grosse Pointe Woods, MI- All Deals ("Customer") hereby authorizes

The Bank of New York Mellon Trust Company, N.A. ("BNYM") to rely upon and comply with instructions and directions sent by e-mail, facsimile and other similar unsecured electronic methods (but excluding on-line communications systems covered by a separate agreement (such as The Bank of New York Mellon's Inform or CASH-Register Plus system) ("On-Line Communications Systems")) ("Electronic Methods") by persons believed by BNYM to be authorized to give instructions and directions on behalf of Customer. Except as set forth below with respect to funds transfers, BNYM shall have no duty or obligation to verify or confirm that the person who sent such instructions or directions is, in fact, a person authorized to give instructions or directions on behalf of Customer (other than to verify that the signature on a facsimile is the signature of a person authorized to give instructions and directions on behalf of Customer); and BNYM shall have no liability for any losses, liabilities, costs or expenses incurred or sustained by Customer as a result of such reliance upon or compliance with such instructions or directions. Customer agrees to assume all risks arising out of the use of Electronic Methods to submit instructions and directions to BNYM, including without limitation the risk of BNYM acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Funds Transfers. with respect to any "funds transfer," as defined in Article 4-A of the Uniform Commercial Code, the following security procedure will apply: Customer's payment instruction is to include the name and (in the case of a facsimile) signature of the person initiating the funds transfer request. If the name is listed as an authorized signer on the relevant account, BNYM will confirm the instructions by telephone call to any person listed as an authorized signer on the account, who may be the same person who initiated the instruction. When calling back, BNYM will request from Customer's staff member his or her name. If the name is listed in BNYM's records as an authorized signer, BNYM will confirm the instructions with respect to amount, names and numbers of accounts to be charged or credited and other relevant reference information. Customer acknowledges that BNYM has offered to Customer other security procedures that are more secure and are commercially reasonable for Customer, and that Customer has nonetheless chosen the procedures described in this paragraph. Customer agrees to be bound by any payment order issued in its name, whether or not authorized, that is accepted by BNYM in accordance with the above procedures. When instructed to credit or pay a party by both name and a unique numeric or alpha-numeric identifier (e.g. ABA number or account number), BNYM, and any other bank participating in the funds transfer, may rely solely on the unique identifier, even if it identifies a party different than the party named. This applies to beneficiaries as well as any intermediary bank. Customer agrees to be bound by the rules of any funds transfer network used in connection with any payment order accepted by BNYM hereunder.

This authorization shall remain in full force and effect until canceled, revoked or amended by written notice received by BNYM; and replaces and supersedes any previous authorization from Customer to BNYM relating to the giving of instructions by facsimile, e-mail or other similar Electronic Methods (but excluding On-Line Communications Systems) and is in addition to all other authorizations. Notwithstanding any revocation, cancellation or amendment of this authorization, any action taken by BNYM pursuant to this authorization prior to BNYM's actual receipt and acknowledgement of a notice of revocation, cancellation or amendment shall not be affected by such notice.

Customer agrees to indemnify and hold harmless BNYM and The Bank of New York Mellon against any and all claims, losses, damages liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by BNYM and/or The Bank of New York Mellon as a result of or in connection with BNYM's and/or The Bank of New York Mellon's reliance upon and compliance with instructions or directions given by Electronic Methods, provided, however, that such Losses have not arisen from the negligence or willful misconduct of BNYM and/or The Bank of New York Mellon, it being understood that the failure of BNYM and/or The Bank of New York Mellon to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person does not constitute negligence or willful misconduct.

This document shall be governed by, and shall be construed in accordance with, the substantive laws (and not the choice of law rules) of the jurisdiction governing the Agreement.

Customer hereby represents and warrants to BNYM that this authorization is properly given and has been duly approved by a resolution of its Board of Directors.

Nothing contained herein shall, or be deemed to, alter or modify the rights and remedies of BNYM as set forth in the Agreement.

The execution of this document by Customer constitutes acceptance of the foregoing.

Yours faithfully,

The Bank of New York Mellon Trust Company, N.A.

Signature: _____

Name: Kayshellyn Lewis

Title: Associate Client Service Manager

Customer hereby accepts and agrees to the terms and conditions set forth herein.

Grosse Pointe Woods, MI- All Deals

Signature: _____

Name: Cathrene Behrens

Title: City Treasurer-Comptroller

CITY OF GROSSE POINTE WOODS PROCLAMATION

WHEREAS, prostate cancer is the second most frequently diagnosed cancer in men aside from skin cancer, and it is estimated one in seven men will develop this disease during their lifetime; and

WHEREAS, the American Cancer Society estimates there will be 161,360 new cases of prostate cancer in the USA in 2017, resulting in an estimated 26,730 deaths; and

WHEREAS, it is estimated 5,350 men in Michigan will be diagnosed with prostate cancer this year and it is estimated 830 Michigan men will die from this disease; and

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

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

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

NOW, THEREFORE, I, ROBERT E. NOVITKE, Mayor of the City of Grosse Pointe Woods, Michigan do hereby proclaim September 2017 as **Prostate Cancer Awareness Month** in the City of Grosse Pointe Woods, Michigan and urge all men in our community to become aware of their own risks of prostate cancer, talk to their health care providers about prostate cancer, and, whenever appropriate, get screened for the disease.

Mayor Robert E. Novitke
August 21, 2017



KELLER THOMA
A PROFESSIONAL CORPORATION

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

FEDERAL I.D. 38-1996878

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

Attention: City Manager

August 01, 2017

Client: 000896

Matter: 000000

Invoice #: 112681

REGARDING: GENERAL MATTERS

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

TOTAL \$263.63

KELLER THOMA
A PROFESSIONAL CORPORATION

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

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
Attention: City Manager

August 01, 2017
Client: 000896
Matter: 000000
Invoice #: 112681

Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through July 31, 2017

DATE	ATTY	DESCRIPTION	HOURS
7/26/2017	RWF	Attention to review of TPOAM contract regarding vacant position; telephone call to Ms. Hathaway regarding same; telephone call to Mr. Smith regarding same.	0.75
7/31/2017	RWF	Attention to review of correspondence regarding POAM collective bargaining agreement; attention to preparation of correspondence to Mr. Smith regarding same; attention to review of correspondence from Mr. Smith regarding letter from Ms. Sharpe regarding employee matter.	0.75
Total Services			\$262.50

ATTORNEY	HOURS	RATE	AMOUNT
RWF R. W. FANNING, JR.	1.50	\$175.00	\$262.50

DISBURSEMENTS

7/31/2017	Postage	\$1.13
-----------	---------	--------

Total Disbursements \$1.13

KELLER THOMA
A PROFESSIONAL CORPORATION

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

Attention: City Manager

August 01, 2017

Client: 000896

Matter: 000000

Invoice #: 112681

Page: 2

RE: GENERAL MATTERS

Total Amount Due

\$263.63

RECEIVED

AUG 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

AUG - 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

August 01, 2017

Client: 000896
Matter: 000003
Invoice #: 112612

REGARDING: GENERAL LABOR MATTER

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

TOTAL \$258.75

KELLER THOMA
A PROFESSIONAL CORPORATION

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

FEDERAL I.D. 38-1996878

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

Attention: City Manager

August 01, 2017
Client: 000896
Matter: 000003
Invoice #: 112612

Page: 1

RE: GENERAL LABOR MATTER

For Professional Services Rendered through July 31, 2017

DATE	ATTY	DESCRIPTION	HOURS
7/5/2017	CKD	Telephone call from Bruce Smith re: employee DUI.	0.25
7/31/2017	TLF	Attention to receipt and review of correspondence regarding present status of employees workers' compensation claim; research regarding Section 302 of Workers' Disability Compensation Act; telephone call to Guy Hostetter regarding same; telephone call to Cathy Behrens regarding same.	1.25
Total Services			\$258.75

ATTORNEY		HOURS	RATE	AMOUNT
CKD	Chelsea K. Ditz	0.25	\$160.00	\$40.00
TLF	THOMAS L. FLEURY	1.25	\$175.00	\$218.75

KELLER THOMA
A PROFESSIONAL CORPORATION

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

Attention: City Manager

August 01, 2017

Client: 000896

Matter: 000003

Invoice #: 112612

Page: 2

RE: GENERAL LABOR MATTER

Total Amount Due

\$258.75